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

Tuesday, December 2, 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 ART DYSON FROM EPHESIANS CHRISTIANS CENTER

CLOSED SESSION (Items 2-4)

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

ANNOUNCEMENT OF CLOSED SESSION ITEMS (CITY ATTORNEY)

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

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

3. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (CITY COUNCIL)
   — A closed session will be held, pursuant to Government Code Section 54956.9 (d)(4), because the City is considering whether to initiate litigation in 1 potential case.

4. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (CITY COUNCIL)
   — A closed session will be held, pursuant to Government Code Section 54956.9(d)(1), to confer with legal counsel regarding pending litigation to which the City of Carson is a party. The title of such litigation is as follows: Ruben Jaquez v. City of Carson, Los Angeles Superior Court Case No. 25CMCV00872.

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 7-14)

7. UPDATE FROM THE LOS ANGELES COUNTY SANITATION DISTRICTS ON UPCOMING RATE INCREASES

8. PRESENTATION ON THE RECENTLY OPENED SOLAR KITCHEN AT TOWNE AVENUE ELEMENTARY SCHOOL

9. RECOGNITION FOR CARSON HUMAN RESOURCES TEAM FOR WINNING AN AWARD FOR BEST BENEFITS FROM MPLOYER

10. RECOGNITION FOR COMMUNITY SERVICES PARK MAINTENANCE TEAM

11. EVENTS CENTER AMPHITHEATER & COURTYARD GRAND OPENING RECAP VIDEO

12. I-405 FREEWAY GRAFFITI REMOVAL UPDATE FROM PUBLIC WORKS

13. UPDATE FROM THE ECONOMIC DEVELOPMENT COMMISSION

14. UPDATE ON 157 ACRES SETTLEMENT

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

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

APPROVAL OF MINUTES (Item 15)

15. APPROVAL OF THE FOLLOWING CARSON CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY MEETING MINUTES - NOVEMBER 18, 2025 (REGULAR)

RECOMMENDED ACTION

— 1. APPROVE the minutes as listed.

CONSENT (Items 16-30)

ANY ITEM OR ITEMS MAY BE REMOVED FOR DISCUSSION

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

16. CONSIDER ADOPTING RESOLUTION NO. 25-147, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $9,140,482.14, DEMAND CHECK NUMBERS 182012 THROUGH 182394 AND 279 FOR GENERAL DEMAND (CITY COUNCIL)

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 25-147, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $9,140,482.14, DEMAND CHECK NUMBERS 182012 THROUGH 182394 AND 279 FOR GENERAL DEMAND".

17. CONSIDER AWARDING AND APPROVING A CONTRACT SERVICES AGREEMENT WITH GPP ANALYTICS INC. FOR PIPELINE FRANCHISE AUDIT, COMPLIANCE AND REVENUE RECOVERY SERVICES (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE the proposed Contract Services Agreement with GPP Analytics Inc. for pipeline franchise audit, compliance and revenue recovery services for a five-year term, for a not-to-exceed Contract Sum of $77,300. (Exhibit No. 3; the agreement): and

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

18. CONSIDER THE MAYOR'S RECOMMENDATION TO APPOINT COUNCILWOMAN ARLEEN B. ROJAS AS A TRUSTEE TO THE BOARD OF TRUSTEES OF THE GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT FOR A TWO-YEAR TERM, EFFECTIVE AT NOON ON JANUARY 5, 2026 (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPOINT Councilwoman Arleen B. Rojas as a Trustee for the Board of Trustees of the Greater Los Angeles County Vector Control District for a two-year term commencing at noon on January 5, 2026.

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 PURCHASING PUBLIC DIRECTORS AND OFFICERS LIABILITY, AND EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICIES (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE the City's insurance broker, Marsh, to place Public Directors and Officers Liability insurance with $15,000,000 limit and including coverage for Employment Practices Liability with a sublimit of $5,000,000, with Landmark American Insurance Company, Ironshore Indemnity Inc., and Midvale Indemnity Company, at a total cost of $347,943.

22. CONSIDER APPROVAL OF A LOAN AGREEMENT WITH THE CARSON RECLAMATION AUTHORITY IN THE AMOUNT OF $2,000,000; AND, RESOLUTION NO. 25-143 OF THE CITY OF CARSON AMENDING THE FISCAL YEAR 2025-26 BUDGET IN THE AMOUNT OF $2,000,000 TO FACILITATE THE CARSON RECLAMATION AUTHORITY'S OPERATION AND SUPERVISION OF THE CONSTRUCTION OF IMPROVEMENTS ON THE FORMER CAL-COMPACT LANDFILL; THE 157 ACRE SITE (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE A LOAN AGREEMENT WITH THE CARSON RECLAMATION AUTHOITY IN THE AMOUNT OF $2,000,000; AND

— 2. APPROVE RESOLUTION NO. 25-143 OF THE CITY OF CARSON AMENDING THE FISCAL YEAR 2025-26 BUDGET IN THE AMOUNT OF $2,000,000 TO FACILITATE THE CARSON RECLAMATION AUTHORITY'S OPERATION AND SUPERVISION OF THE CONSTRUCTION OF IMPROVEMENTS ON THE FORMER CAL-COMPACT LANDFILL (THE 157 ACRE SITE)

23. CONSIDER AMENDING THE CONTRACT SERVICES AGREEMENT WITH Z&K CONSULTANTS, INC. TO DEVELOP A SPECIFIC PLAN FOR THE CARSON CIVIC CENTER TO ADD AN ALTERNATIVE TO THE HOTEL IN THE FORM OF AN ENTERTAINMENT, RETAIL AND RESTAURANT DEVELOPMENT (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE Amendment No. 1 to the agreement with Z&K Consultants, Inc. to include an alternative to, and update the Carson Civic Center Specific Plan, to increase the total compensation by $54,000.00 increasing the Contract Sum from $550,000.00 to $604,000.00; and

— 2. AUTHORIZE the Mayor to execute Amendment No. 1 to the Z&K Consultants, Inc. agreement, following approval as to form by the City Attorney.

24. CONSIDER RESOLUTION NO. 25-144 AND 25-145, INCREASING THE MINIMUM WAGE FOR CITY OF CARSON EMPLOYEES PURSUANT TO CALIFORNIA STATE LAW (CITY COUNCIL)

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 25-144,. "A RESOLUTION OF THE CITY COUNCIL CITY OF CARSON CALIFORNIA, AMENDING THE SALARY RANGES AFSCME LOCAL 809 UNCLASSIFIED, PART TIME, HOURLY CLASSIFICATIONS TO INCREASE THE HOURLY MINIMUM WAGE TO $16.90, EFFECTIVE JANUARY 1, 2026"; and

— 2. WAIVE further reading and ADOPT Resolution No. 25-145, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON CALIFORNIA, AMENDING THE SALARY RANGES FOR UNCLASSIFIED, PART-TIME, UNREPRESENTED, HOURLY CLASSIFICATIONS TO INCREASE THE HOURLY MINIMUM WAGE TO $16.90, EFFECTIVE JANUARY 1, 2026."

25. CONSIDER ADOPTING RESOLUTION NO. 25-146, AMENDING THE CLASSIFICATION PLAN AND RESOLUTION NO. 77-111 TO ADJUST THE SALARY RANGE FOR THE CODE ENFORCEMENT SUPERVISOR CLASSIFICATION (CITY COUNCIL)

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 25-146, "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 FOR THE CODE ENFORCEMENT SUPERVISOR CLASSIFICATION"

26. CONSIDER ACCEPTING A $28,500 GRANT FROM THE SOUTH BAY CENTER FOR COUNSELING (SBCC), ADOPTING RESOLUTION NO. 25-136 AMENDING THE FISCAL YEAR 2025-26 BUDGET ACCORDINGLY, AND APPROVING AMENDMENT NO. 4 TO THE 2022 SUBCONTRACT WITH SBCC TO EXTEND THE PREVENTION AND AFTERCARE PROGRAM FOR THE SECOND HALF OF FY 2025-26 (CITY COUNCIL)

RECOMMENDED ACTION

— 1. ACCEPT a $28,500 grant from the South Bay Center for Counseling (SBCC) to support the Prevention and Aftercare Program, and ADOPT Resolution No. 25-136, "A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2025-26 BUDGET IN THE GENERAL FUND AND SPECIAL REVENUE FUND";

— 2. APPROVE the proposed “Amendment No. 4 to 2022 Subcontract for Prevention and Aftercare Program Activities and Services” between the City and SBCC (Exhibit No. 2; “Amendment No. 4"); and,

— 3. AUTHORIZE the Mayor to execute Amendment No. 4, following approval as to form by the City Attorney.

27. CONSIDER AWARDING A CONTRACT SERVICES AGREEMENT TO WATERLINE TECHNOLOGIES, INC., TO PROVIDE AND DELIVER POOL CHEMICALS FOR THE CITY OF CARSON'S POOLS, FOUNTAINS, SPLASH PAD, AND AQUATIC CENTERS (CITY COUNCIL)

RECOMMENDED ACTION

— 1. AWARD and APPROVE a proposed five-year Contract Services Agreement between the City of Carson and Waterline Technologies, Inc., to provide and deliver pool chemicals for the City's aquatic facilities, splash pad, and fountains for a total, not-to-exceed Contact Sum of $300,000.00 (Exhibit No. 4; “Agreement”); and

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

28. CONSIDER APPROVAL OF AMENDMENT NO. 2 TO THE CONTRACT SERVICES AGREEMENT WITH CS & ASSOCIATES, INC TO PROVIDE ON-CALL PROFESSIONAL LABOR COMPLIANCE SERVICES FOR VARIOUS NEEDS TO THE PUBLIC WORKS DEPARTMENT (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE the proposed Amendment No. 2 to the Contract Services Agreement CS & Associates, Inc for on-call professional labor compliance services by increasing the contract sum by $100,000.00 for a total contract sum of $500,000; and,

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

29. CONSIDER APPROVAL OF AMENDMENT NO. 1 TO THE CONTRACT SERVICES AGREEMENT WITH CJ CONCRETE CONSTRUCTION, INC. FOR ANNUAL SIDEWALK AND CONCRETE MAINTENANCE SERVICES IN DISTRICTS 1 AND 2, AND CONSIDER APPROVAL OF AMENDMENT NO. 1 TO THE CONTRACT SERVICES AGREEMENT WITH CJ CONCRETE CONSTRUCTION, INC. FOR ANNUAL SIDEWALK AND CONCRETE MAINTENANCE SERVICES IN DISTRICTS 3 AND 4 (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE the proposed Amendment No. 1 to the Maintenance Contract Services Agreement with CJ Concrete Construction, Inc. to provide annual sidewalk/concrete maintenance services at Districts 1 and 2, increasing the contract sum by $200,000 for a new total contract sum of $806,100 and extending the term by one year;

— 2. APPROVE the proposed Amendment No. 1 to the Maintenance Contract Services Agreement with CJ Concrete Construction, Inc. to provide annual sidewalk/concrete maintenance services at Districts 3 and 4, increasing the contract sum by $200,000 for a new total contract sum of $806,100 and extending the term by one year;

— 3. AUTHORIZE the Mayor to execute the proposed Amendment No. 1 to the agreement with CJ Concrete Construction, Inc. for Districts 1 and 2., following approval as to form by the City Attorney; and,

— 4. AUTHORIZE the Mayor to execute the proposed Amendment No. 1 to the agreement with CJ Concrete Construction, Inc. for Districts 3 and 4., following approval as to form by the City Attorney.

30. CONSIDER APPROVAL OF AN INCREASE TO THE BLANKET PURCHASE ORDER WITH ROBERTSON’S READY MIX LTD. FOR THE PURCHASE OF CONCRETE MATERIALS AND SUPPLIES, RAISING THE NOT-TO-EXCEED AMOUNT FROM $60,000 TO $150,000 FOR FISCAL YEAR 2025-2026 (CITY COUNCIL)

RECOMMENDED ACTION

— 1. WAIVE the contract requirements of the Carson Municipal Code (“CMC”) pursuant to Carson Municipal Code 2606(b)(1)(ii);

— 2. AUTHORIZE the Purchasing Manager to waive the formal bidding procedures as defined by the CMC Section 2610, utilizing Sole Source Purchasing as allowed by the CMC Section 2611(e); and,

— 3. AUTHORIZE the Purchasing Manager to amend and increase the purchase order for supplies and materials to Robertson’s Ready Mix LTD for the period July 1, 2025, through June 30, 2026, for the not-to-exceed amount of $150,000.

SPECIAL ORDERS OF THE DAY (Item 31)

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.

31. CONSIDER ADOPTION OF AN INTERIM URGENCY ORDINANCE ESTABLISHING A MORATORIUM ON THE ESTABLISHMENT OR EXPANSION OF CAR WASHES FOR A PERIOD OF 45 DAYS (CITY COUNCIL)

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Urgency Ordinance 25-2521U, "AN INTERIM URGENCY ORDINANCE OF THE CITY OF CARSON, CALIFORNIA, ENACTED PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 65858 ESTABLISHING A 45-DAY TEMPORARY MORATORIUM ON THE ESTABLISHMENT OR EXPANSION OF CARWASHES WITHIN CITY LIMITS DURING THE PENDENCY OF THE CITY'S REVIEW AND ADOPTION OF PERMANENT ZONING REGULATIONS FOR SUCH USES."

— 2. DIRECT the City Manager to have the Community and Economic Development Department and Planning Commission review the City's development standards and land use regulations for Car Washes, conduct research on the economics of Car Washes, and survey land use regulations and development standards for Car Washes in other cities.

DISCUSSION (Item 32)

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 (Item 33)

33. CONSIDER SECOND READING AND ADOPTION OF ORDINANCE NO. 25-2520 AMENDING THE CITY OF CARSON MUNICIPAL CODE BY MODIFYING ARTICLE VIII ADOPTING BY REFERENCE THE 2025 CALIFORNIA BUILDING, RESIDENTIAL, ELECTRICAL, MECHANICAL, PLUMBING, ENERGY, HISTORICAL BUILDING, EXISTING BUILDING AND GREEN BUILDING STANDARDS CODES WITH CERTAIN AMENDMENTS, ADDITIONS AND DELETIONS THERETO

RECOMMENDED ACTION

— 1. CONDUCT a Public Hearing; and

— 2. CONDUCT a second reading, by title only and with further reading waived, and ADOPT Ordinance No 25-2520, entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING CHAPTERS 1, 2, 3, AND 4 OF ARTICLE VIII OF THE CARSON MUNICIPAL CODE TO ADOPT BY REFERENCE THE 2025 EDITIONS OF THE CALIFORNIA BUILDING CODE, VOLUME 1 & 2, CALIFORNIA RESIDENTIAL CODE, CALIFORNIA ELECTRICAL CODE, CALIFORNIA MECHANICAL CODE, CALIFORNIA PLUMBING CODE, CALIFORNIA ENERGY CODE, CALIFORNIA HISTORICAL BUILDING CODE, CALIFORNIA EXISTING BUILDING CODE, AND THE CALIFORNIA GREEN BUILDING STANDARDS CODE, WITH CERTAIN AMENDMENTS, ADDITIONS AND DELETIONS THERETO"

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: November 26, 2025

File #: **Version:**

Report to City Council, Successor Agency, and Housing Authority

Tuesday, December 2, 2025, 5:00 PM

APPROVAL OF MINUTES 15.

To: City Council, Successor Agency, and Housing Authority

From: Joy Simarago, Deputy City Clerk CCO Administration

Subject: APPROVAL OF THE FOLLOWING CARSON CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY MEETING MINUTES - NOVEMBER 18, 2025 (REGULAR)

I. SUMMARY

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

- Tuesday, November 18, 2025 (Regular)

II. RECOMMENDATION

APPROVE the minutes as listed.

III. ALTERNATIVES

None.

IV. BACKGROUND

None.

V. FISCAL IMPACT

None.

VI. EXHIBITS

1. Minutes, November 18, 2025 (Regular)

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

Attachments

Minutes - CC Reg Mtg 11-18-25.pdf

CITY OF CARSON

MINUTES

CARSON CITY COUNCIL/
SUCCESSOR AGENCY/HOUSING AUTHORITY
REGULAR MEETING

November 18, 2025, 5:00 PM

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

The meeting was called to order at 5:04 P.M. by Mayor/Agency Chairman/Authority Chairman Lula Davis-Holmes in the Helen Kawagoe Council Chambers, Carson City Hall, located at 701 E. Carson Street, Carson, California 90745.

ROLL CALL (CITY CLERK)

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

Council Members/Agency Members/Authority Board Members Present:

Mayor/Agency Chairman/Authority Chairman Lula Davis-Holmes

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

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

Council Member/Agency Member/Authority Board Member Jim Dear

Council Member/Agency Member/Authority Board Member Arleen Rojas

Also Present:

Monica Cooper, City/Agency/Authority Treasurer; Sunny Soltani, City/Agency/Authority Attorney; David C. Roberts, Jr., City Manager; Dr. Robert Lennox, Assistant City Manager; John Raymond, Executive Director; Michael Whittiker, Jr., Director of Community Services; Nora Garcia, Director of Public Safety; William Jefferson, Director of Finance; Gary Carter, Director of Information Technology and Security; Joshua Boudreaux, Director of Human Resources; Thomas Toman, Deputy City Manager; Nathan Freeman, Director of Community and Economic Development; Michael George, Government Affairs Officer; Reata Kulcsar, Energy and Sustainability Officer; and Kourtney Cullors, Chief Deputy City Clerk

FLAG SALUTE

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

INVOCATION (Item 1)

1. BISHOP C.C. COATNEY, HOLY TEMPLE CHURCH

Bishop C.C. Coatney gave the invocation.

CLOSED SESSION (Item 2)

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

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

ACTION: No reportable action was taken.

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

None.

ANNOUNCEMENT OF CLOSED SESSION ITEMS (CITY ATTORNEY)

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

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

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

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

RULES OF DECORUM:

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

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

The meeting was reconvened at 6:15 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes.

REPORT ON CLOSED SESSION ACTIONS (CITY ATTORNEY)

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

INTRODUCTIONS (MAYOR) (Item 3)

3. REPORT FROM CAPTAIN NORMAN OF CARSON SHERIFF'S STATION- 6:16 PM

Captain Norman summarized the recent law enforcement activities. She offered holiday safety tips and gave a crime report.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes asked the Captain to follow up with her about street takeovers in the Centerview area. Captain Norman responded in the affirmative.

PRESENTATIONS (Items 4-7)

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

Martha Alvarez, Chief of Government Relations for the Los Angeles Unified School District, gave an update on their goals and initiatives for the 2025-2026 school year.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. asked about partnerships with nonprofit organizations and other organizations in the community allowing residents access to the school facilities particularly the permit group at Curtis Middle School using the facilities for soccer. There is excessive parking in the neighborhoods and asked if it can be addressed. He also asked if there are plans to expand Magnet Schools in Carson and Martha Alvarez stated she will follow up with Government Affairs Officer Michael George.

Council Member/Agency Member/Authority Board Member, Dr. Hilton asked about upgrades to schools in Carson and a consistent maintenance landscape schedule for the schools. Martha Alvarez stated she would follow up with staff.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes asked about the meal program. Martha Alvarez shared that students receive two to three meal options daily.

(Council Member/Agency Member/Authority Board Member, Dr. Hilton exited the meeting.)

Council Member/Agency Member/Authority Board Member Dear thanked the school district for sending a principal who is supportive of the community garden at Stephen White Middle School.

He also offered comments about Librarian Ms. Nguyen at Carson High School.

(Council Member/Agency Member/Authority Board Member, Dr. Hilton reentered the meeting.)

5. UPDATE FROM MEASURE C & K BUDGET OVERSIGHT COMMITTEE- 6:36 PM

Item No. 5 was heard after Item No. 6.

Nora Momoli, Chairperson of the Measure C & Measure K Budget Oversight Committee, introduced three members of the committee who were present and gave an update from the committee.

6. UPDATE FROM THE ECONOMIC DEVELOPMENT COMMISSION- 6:40 PM

Item No. 6 was heard after Item No. 4.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes continued Item No. 6 with no objection heard.

7. RECOGNITION OF THE INFORMATION TECHNOLOGY & SECURITY DEPARTMENT FOR A NATIONAL TECHNOLOGY AWARD

Item No. 7 was heard after Item No. 5.

Gary Carter, Director of Information Technology and Security (ITS) Department, announced that the City of Carson received its first top ten Digital Cities Award and gave a PowerPoint presentation of the Center for Digital Government's Annual Survey and Awards Program. He thanked the Executive Team and recognized his staff who were present and introduced themselves.

Mayor, City Council, and City Manager thanked the ITS Department for their work.

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

None.

APPROVAL OF MINUTES (Item 8)

8. APPROVAL OF THE FOLLOWING CARSON CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY MEETING MINUTES - NOVEMBER 5, 2025 (REGULAR)- 7:10 PM

RECOMMENDED ACTION

— 1. APPROVE the minutes as listed.

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

CONSENT (Items 9-34)

Council Member/Agency Member/Authority Board Member Dear requested to remove Item No. 25 for discussion.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. requested to remove Item No. 28 for discussion.

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

9. CONSIDER CANCELING THE DECEMBER 16, 2025, REGULAR CITY COUNCIL MEETING BY MINUTE ORDER (CITY COUNCIL)- 7:06 PM

RECOMMENDED ACTION

— 1. APPROVE canceling the December 16, 2025, Regular City Council Meeting by minute order.

ACTION: Item No. 9 was approved on Consent.

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

RECOMMENDED ACTION

— 1. RECEIVE and FILE this report.

ACTION: Item No. 10 was approved on Consent.

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

RECOMMENDED ACTION

— 1. RECEIVE and FILE this report.

ACTION: Item No. 11 was approved on Consent.

12. CONSIDER APPROVAL OF THE CALENDAR FOR FISCAL YEAR 2026-2027 BUDGET WORKSHOPS AND PUBLIC HEARING (CITY COUNCIL)

RECOMMENDED ACTION

— 1. SCHEDULE budget workshops in preparation for the adoption of the Fiscal Year 2026-2027 budget; and

— 2. TENTATIVELY SCHEDULE the public hearing to consider adoption of the Fiscal Year 2026-2027 budget on June 16, 2026.

ACTION: Item No. 12 was approved on Consent.

13. CONSIDER A REPORT ON ALL INTRADEPARTMENTAL BUDGET TRANSFERS APPROVED UNDER THE CITY MANAGER OR DESIGNEE AUTHORITY FOR THE MONTH OF OCTOBER 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 ADOPTING RESOLUTION NO. 25-139, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $999,921.48, DEMAND CHECK NUMBERS 181931 THROUGH 182011 FOR GENERAL DEMAND AND THE AMOUNT OF $4,142.50, CHECK NUMBER 1298 FOR CO-OP AGREEMENT DEMANDS (CITY COUNCIL)- 7:06 PM

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 25-139, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $999,921.48, DEMAND CHECK NUMBERS 181931 THROUGH 182011 FOR GENERAL DEMAND AND THE AMOUNT OF $4,142.50, CHECK NUMBER 1298 FOR CO-OP AGREEMENT DEMANDS".

ACTION: Item No. 14 was approved on Consent.

15. CONSIDER ADOPTING RESOLUTION NO. 25-12-CHA, A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $3,251.76, DEMAND CHECK NUMBERS HA-002077 THROUGH HA-002081 (CITY COUNCIL)- 7:06 PM

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 25-12-CHA, "A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $3,251.76, DEMAND CHECK NUMBERS HA-002077 THROUGH HA-002081".

ACTION: Item No. 15 was approved on Consent.

16. CONSIDER ADOPTING RESOLUTION NO. 25-11-CSA, A RESOLUTION OF THE CARSON SUCCESSOR AGENCY CLAIMS AND DEMANDS IN THE AMOUNT OF $4,101.62, DEMAND CHECK NUMBER SA-001971 THROUGH SA-001975 (CITY COUNCIL)- 7:06 PM

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution NO. 25-11-CSA, "A RESOLUTION OF THE CARSON SUCCESSOR AGENCY CLAIMS AND DEMANDS IN THE AMOUNT OF $4,101.62, DEMAND CHECK NUMBER SA-001971 THROUGH SA-001975".

ACTION: Item No. 16 was approved on Consent.

17. CONSIDER MONTHLY INVESTMENT AND CASH REPORT FOR THE CITY OF CARSON, CARSON HOUSING AUTHORITY, CARSON SUCCESSOR AGENCY-MONTH ENDING OCTOBER 31, 2025

RECOMMENDED ACTION

ACTION: Item No. 17 was approved on Consent.

18. CONSIDER ADOPTION OF RESOLUTION NO. 25-142 AMENDING THE FY 2025-26 ADOPTING BUDGET TO REFLECT DEPARTMENTAL RELIGNMENTS APPROVED BY THE CITY COUNCIL ON SEPTEMBER 16, 2025 (CITY COUNCIL)

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 25-142, "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. 18 was approved on Consent.

19. CONSIDER APPROVAL OF AMENDMENT NO. 2 TO CONTRACT SERVICES AGREEMENT WITH BARR & CLARK, INCREASING THE TOTAL CONTRACT SUM TO $300,000 (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE Amendment No. 2 to the Agreement with Barr & Clark for environmental testing services, increasing the contract amount to $300,000, during the initial three-year term plus the two optional one-year extension periods.

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

ACTION: Item No. 19 was approved on Consent.

20. CONSIDER AWARDING AND APPROVING A CONTRACT SERVICES AGREEMENT WITH KILEY & ASSOCIATES, LLC, FOR FEDERAL LEGISLATIVE ADVOCACY SERVICES (CITY COUNCIL)

RECOMMENDED ACTION

— 1. AWARD and APPROVE the proposed Contract Services Agreement with Kiley & Associates, LLC for federal legislative advocacy services for a five-year term, for a not-to-exceed Contract Sum of $63,420 annually, or $317,100 for the five-year term (Exhibit No. 1; the Agreement"); and

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

ACTION: Item No. 20 was approved on Consent.

21. CONSIDER APPROVAL OF AMENDMENT NO.1 TO DELL MARKETING L.P. AGREEMENT FOR MICROSOFT SOFTWARE LICENSES, MAINTENANCE, AND SUPPORT. (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE Amendment No. 1 to the Agreement with DELL MARKETING L.P. to add software licenses, including software maintenance, and software support for $66,814.00, for a total contract amount not to exceed $920,109.16, for a term of 3 years; and

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

ACTION: Item No. 21 was approved on Consent.

22. CONSIDER APPROVAL OF A MASTER SERVICES AGREEMENT WITH OPENGOV INC. FOR SOFTWARE LICENSES, PROFESSIONAL SERVICES, MAINTENANCE, AND SUPPORT (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE a Master Services Agreement with OPENGOV INC. for software licenses, professional services, software maintenance, and software support for a total contract amount not to exceed $304,049.78, for a term of 5 years; and

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

ACTION: Item No. 22 was approved on Consent.

23. CONSIDER APPROVAL OF A MASTER SERVICE AGREEMENT FOR INTERNET SERVICES WITH HURRICANE ELECTRIC, LLC (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE a Master Service Agreement with Hurricane Electric, LLC for IP Transit for an amount not to exceed $23,400 for a total term of 5 years; and

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

ACTION: Item No. 23 was approved on Consent.

24. CONSIDER ADOPTING RESOLUTION NO. 25-137 & NO. 25-138, AMENDING THE JOB SPECIFICATION FOR THE PUBLIC SAFETY SPECIALIST AND PUBLIC SAFETY SUPERVISOR (REPLACING AND SUPERSEDING RESOLUTION NO. 04-043 & NO. 22-165) (CITY COUNCIL)

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 25-137, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE JOB CLASSIFICATION PLAN, RESOLUTION NO. 04-043, BY ADOPTING AN UPDATED CLASSIFICATION SPECIFICATION FOR PUBLIC SAFETY SPECIALIST"; and

— 2. WAIVE further reading and ADOPT Resolution No. 25-138, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE JOB CLASSIFICATION PLAN, RESOLUTION NO. 22-165, BY ADOPTING AN UPDATED CLASSIFICATION SPECIFICATION FOR PUBLIC SAFETY SUPERVISOR."

ACTION: Item No. 24 was approved on Consent.

25. CONSIDER CONSENT OF THE CARSON HOUSING AUTHORITY FOR TRANSFER OF OWNERSHIP INTEREST FROM EAST CARSON HOUSING PARTNERS, L.P. AND EAST CARSON II HOUSING PARTNERS, L.P. TO COMMUNITY RESIDENT SERVICES INC., HOUSING PRESERVATION PARTNERS LLC AND SAKS REALTY LLC IN CONNECTION WITH TWO DISPOSITION AND DEVELOPMENT AGREEMENTS (DDA) FOR THE VIA 425 & VIA 401-409 AFFORDABLE HOUSING PROJECTS (HOUSING AUTHORITY)

** Item was Removed from Consent

RECOMMENDED ACTION

— 1. APPROVE the Consent to Transfer of Partnership Interest Document Via 401

— 2. APPROVE the Consent to Transfer of Partnership Interest Document Via 425

Item No. 25 was heard after approval of the Consent items.

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

City Manager Roberts, Jr. gave a report.

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

26. CONSIDER RESOLUTION NO. 25-141, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ESTABLISHING THE GUIDELINES AND IMPLMENTATION PROCEDURES FOR

ADMINISTERING A CITYWIDE COMMERCIAL FACADE IMPROVEMENT REVOLVING LOAN FUND PROGRAM (CITY COUNCIL)

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 25-141, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ESTABLISHING THE GUIDELINES AND IMPLEMENTATION PROCEDURES FOR ADMINISTERING A CITYWIDE COMMERCIAL FAÇADE IMPROVEMENT REVOLVING LOAN FUND PROGRAM"

ACTION: Item No. 26 was approved on Consent.

27. CONSIDER AWARDING A CONTRACT SERVICES AGREEMENT WITH GOODWILL, SOUTHERN LOS ANGELES COUNTY FOR BUS STOP CLEANING SERVICES (CITY COUNCIL)- 7:06 PM

RECOMMENDED ACTION

— 1. WAIVE any irregularities or informalities in the Goodwill proposal, pursuant to CMC 2611(l)(2);

— 2. AWARD and APPROVE a Contract Services Agreement with GOODWILL, SOUTHERN LOS ANGELES COUNTY (Exhibit No. 3; Agreement); and,

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

ACTION: Item No. 27 was approved on Consent.

28. CONSIDER AWARDING AND APPROVING A CONTRACT SERVICES AGREEMENT WITH BROSEMER SPORTS TURF TO PROVIDE INFIELD LASER LEVELING AND MAINTENANCE SERVICES AT CALAS, CARRIAGE CREST, CARSON, DEL AMO, DOLPHIN, DOMINGUEZ, FOISIA, HEMINGWAY, STEVENSON, AND VETERANS PARKS (CITY COUNCIL)- 7:12 PM

** Item was Removed from Consent

RECOMMENDED ACTION

— 1. AWARD and APPROVE the proposed Contract Services Agreement with William Brosemer dba Brosemer Sports Turf (Exhibit No. 1; Agreement); and,

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

Item No. 28 was heard after Item No. 25.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. asked for a staff report.

Director Whittiker, Jr. gave a report.

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

29. CONSIDER APPROVING A PURCHASE AGREEMENT WITH DEERE & COMPANY DBA JOHN DEERE FOR THE PROCUREMENT OF THREE (3) JOHN DEER GATOR TE AND ONE (1) PRO GATOR 2020A FOR THE COMMUNITY SERVICES DEPARTMENT/PARK MAINTENANCE DIVISION (CITY COUNCIL)

RECOMMENDED ACTION

— 1. AWARD and APPROVE the proposed Purchase Agreement, to Deere and Company, an authorized Sourcewell vendor, via Contract #031121-DAC for the purchase of three (3) John Deere Gator TE and one (1) Pro Gator 2020A for a total not-to-exceed cost of $108,761.95 (Exhibit No. 1; "Agreement"); and,

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

ACTION: Item No. 29 was approved on Consent.

30. CONSIDER AWARDING AND APPROVING CONTRACT SERVICES AGREEMENTS WITH UBER TECHNOLOGIES, INC. AND ADMINISTRATIVE SERVICES COOPERATIVE, INC. FOR DIAL-A-RIDE SERVICES (CITY COUNCIL)- 7:06 PM

RECOMMENDED ACTION

— 1. AWARD and APPROVE a Contract Services Agreement with UBER TECHNOLOGIES, INC. to provide demand-responsive Dial-A-Ride services for a five-year term, for a not-to-exceed total Contract Sum of $2,000,000 over the course of the term (Exhibit No. 1; "Uber Agreement");

— 2. AWARD and APPROVE a Contract Services Agreement with ADMINISTRATIVE SERVICES COOPERATIVE, INC. to provide demand-responsive Dial-A-Ride services for a five-year term, for a not-to-exceed total Contract Sum of $2,000,000 over the course of the term (Exhibit No. 2; "Yellow Cab Agreement"); and,

— 3. AUTHORIZE the Mayor to execute the Uber Technologies Agreement and the Administrative Services Cooperative Agreement, following approval as to form by the City Attorney.

ACTION: Item No. 30 was approved on Consent.

31. CONSIDER APPROVAL OF AMENDMENT NO. 2 TO THE CONTRACT SERVICES AGREEMENT WITH Z&K CONSULTANTS, INC. TO PROVIDE ON-CALL PROFESSIONAL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES TO THE PUBLIC WORKS DEPARTMENT (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE Amendment No. 2 to the Contract Services Agreement with Z & K Consultants to provide on-call Construction Management & Inspection Professional Services, increasing the contract sum by $500,797.00 for a total contract sum of $1,292,418.00 and extending the term until June 30, 2027; and,

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

ACTION: Item No. 31 was approved on Consent.

32. CONSIDER APPROVAL OF AMENDMENT NO. 3 TO THE CONTRACT WITH JAKHER INC. FOR ON-CALL SUPPORT OF THE ANNUAL CITYWIDE PAVEMENT MAINTENANCE PROGRAM, EXTENDING THE TERM THROUGH JUNE 30, 2026 (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE Amendment No. 3 to the Contract Services Agreement with Jahker Inc. to provide on-call professional services, by adding an additional $87,375 for a new total not-to-exceed contract amount of $235,375 and extending the term of the contract through June 30, 2026 (Exhibit 4); and,

— 2. AUTHORIZE the Mayor to execute Amendment No. 3 to the Contract Services Agreement with Jakher Inc., following approval as to form by the City Attorney.

ACTION: Item No. 32 was approved on Consent.

33. CONSIDER APPROVAL OF AMENDMENT NO. 7 TO A CONTRACT SERVICES AGREEMENT FOR STREET SWEEPING SERVICES WITH NATIONWIDE ENVIRONMENTAL SERVICES (C-08-001) TO 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. 7 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;

— 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).

ACTION: Item No. 33 was approved on Consent.

34. CONSIDER APPROVAL OF AMENDMENT NO. 2 TO THE CONTRACT SERVICES AGREEMENT WITH Z&K CONSULTANTS, INC. TO PROVIDE ON-CALL PROFESSIONAL PROJECT MANAGEMENT SERVICES TO THE PUBLIC WORKS DEPARTMENT (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE Amendment No. 2 to the Contract Services Agreement with Z & K Consultants to provide on-call Project Management Professional Services, increasing the contract sum by $405,220 for a total contract sum of $1,114,196 and extending the term until June 30, 2027; and,

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

ACTION: Item No. 34 was approved on Consent.

SPECIAL ORDERS OF THE DAY (Item 35)

35. CONSIDER AN ORDINANCE OF THE CITY OF CARSON CITY COUNCIL AMENDING THE CITY OF CARSON MUNICIPAL CODE BY MODIFYING ARTICLE VIII ADOPTING BY REFERENCE THE 2025 CALIFORNIA BUILDING, RESIDENTIAL, ELECTRICAL, MECHANICAL, PLUMBING, ENERGY, HISTORICAL BUILDING, EXISTING BUILDING AND GREEN BUILDING STANDARDS CODES WITH CERTAIN AMENDMENTS, ADDITIONS AND DELETIONS THERETO (CITY COUNCIL)

RECOMMENDED ACTION

— 1. INTRODUCE for first reading, by title only and with full reading waived, Ordinance No. 25-2520, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING CHAPTERS 1, 2, 3, AND 4 OF ARTICLE VIII OF THE CARSON MUNICIPAL CODE TO ADOPT BY REFERENCE THE 2025 EDITIONS OF THE CALIFORNIA BUILDING CODE, CALIFORNIA RESIDENTIAL CODE, CALIFORNIA ELECTRICAL CODE, CALIFORNIA MECHANICAL CODE, CALIFORNIA PLUMBING CODE, CALIFORNIA ENERGY CODE, CALIFORNIA HISTORICAL BUILDING CODE, CALIFORNIA EXISTING BUILDING CODE, AND THE CALIFORNIA GREEN BUILDING STANDARDS CODE, WITH CERTAIN AMENDMENTS, ADDITIONS AND DELETIONS THERETO"; and

— 2. SCHEDULE a public hearing on December 2, 2025, to consider adoption and second reading of the Ordinance No. 25-2520

Item No. 35 was heard after Item No. 28.

City Clerk/Agency Secretary/Authority Secretary, Dr. Bradshaw noted there were no additional noticing, posting, and publication required per the City Attorney's Office.

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

There were no persons wishing to speak on this item.

City Manager Roberts, Jr. presented the item.

Motion to Introduce Ordinance No. 25-2520, as read by title only and with full reading waived, submitted by Council Member, Dr. Hilton seconded by Mayor Pro Tempore Hicks, Sr. resulting in 5-0-0-0-0

DISCUSSION (Items 36-38)

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

RECOMMENDED ACTION

— 1. RECEIVE and FILE this report.

City Manager Roberts, Jr. gave a report.

ACTION: Mayor/Agency Chairman/Authority Chairman Davis-Holmes ordered this item Received and Filed with no objection heard.

37. CONSIDER APPROVING THE MAYOR'S PROPOSED HOLIDAY CLOSURES FOR CHRISTMAS EVE AND NEW YEAR'S EVE (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE the Mayor's proposed holiday closures for December 24, 2025 (Christmas Eve) and December 31, 2025 (New Year's Eve).

ACTION: Mayor/Agency Chairman/Authority Chairman Davis-Holmes declared Christmas Eve (December 24, 2025) and New Year's Eve (December 31, 2025) as City holidays with no objection heard.

City Manager Roberts, Jr. noted the last City Council meeting for the year will be December 2, 2025.

38. CONSIDERATION OF ONLY LOCAL UNCONTESTED APPOINTMENTS TO THE CITY'S COMMISSIONS, COMMITTEES, AND BOARDS, AND CITY AFFILIATED ORGANIZATIONS BY MAYOR AND CITY COUNCIL AND CONSIDER ALL (CONTESTED AND UNCONTESTED) APPOINTMENTS TO ALL COMMISSIONS (CITY COUNCIL)- 7:28 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

Mayor/Agency Chairman/Authority Chairman Davis-Holmes expressed concern that the Public Works Commission has not been meeting since May/June 2025.

City Clerk/Agency Secretary/Authority Secretary, Dr. Bradshaw noted issue of quorum with the Public Works Commission.

Discussion ensued regarding member absences and role of Alternate Members.

ACTION: Mayor/Agency Chairman/Authority Chairman Davis-Holmes ordered this item continued to the next meeting.

ORDINANCE SECOND READING

None.

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

Nabil Boulad

Spoke about the construction in the shopping center located on Avalon Boulevard and University Drive which is affecting his business with no cooperation from the landlord; requested assistance

City Manager Roberts, Jr. referred Nabil Boulad to Director Freeman for assistance and gave an update of the shopping center construction project.

Sheila Richardson

Provided the Mayor and City Council a handout each and gave a final presentation from her previous presentation at the last City Council meeting regarding the Exclusive Systems LLC JTPA Program Business Proposal

COUNCIL MEMBER REQUESTS TO ADD ITEMS TO FUTURE AGENDAS

None.

ORAL COMMUNICATIONS (COUNCIL MEMBERS)

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

- Thanked the residents for attending the Town Hall Meeting at Hemingway Park which was a success
- Thanked Director, Dr. Rodgers, Public Safety, and Captain Norman for attending the Town Hall Meeting
- Thanked Council Aide KW Tulloss for his work
- Thanked City Clerk, Dr. Bradshaw for attending the Town Hall Meeting
- Turkey Giveaway, Friday, November 21, 2025, at 11:00 A.M., partnering with Holiday Helping Hands, located at 17420 S. Avalon Boulevard, Carson, CA 90746, corner of Albertoni Street and Avalon Boulevard parking lot by Carl's Jr.

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

- Thanked the residents who attended his Annual Turkey Giveaway in the rain on November 15, 2025
- Thanked Myra, Council Aide Cac Le, Michael Devon Brown Foundation, Prevailing in Christ Ministries Church, and volunteers for their assistance with the Turkey Giveaway
- Fruits and Vegetables Food Giveaway, December 19, 2025, at Anderson Park from 9:00 A.M. to 11:00 A.M.
- Annual Toy Giveaway, December 20, 2025, at Triedstone Missionary Baptist Church, 1249 Carson Street, Carson, for ages 3-12
- Happy Thanksgiving to everyone

Council Member/Agency Member/Authority Board Member Dear asked for an update from staff about the request to put signage up about selling cars. Mayor/Agency Chairman/Authority Chairman Davis directed staff to bring item to the next City Council Meeting to address the concerns. Assistant City Manager, Dr. Lennox responded he will have a report at a future meeting.

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

- Town Hall Meeting, November 19, 2025 at 7:00 P.M., Carson Park in conjunction with Asian Pacific Environmental Network (APEN)
- Happy Thanksgiving to everyone
- God bless everyone
- Good evening

Council Member/Agency Member/Authority Board Member Rojas thanked the Mayor for the holiday days off. She announced her Town Hall Meeting, November 19, 2025, at 6:30 P.M., Del Amo Park.

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

- Attended the Retirement Legacy Celebration for President Parham with Council Member, Dr. Hilton and City Clerk, Dr. Bradshaw

City Manager Roberts, Jr. announced Mary Ann Villareal will be appointed as the Interim President for California State University Dominguez Hills effective January 1, 2026

- Annual Turkey Giveaway or $25 gift card and Food Box, Sunday, November 23, 2025, at 1:00 P.M., Carson residents only; proof of identity is required
- Winter Fest and Toy Giveaway in conjunction with the City of Carson and Carson Citizens Cultural Arts Foundation, December 5, 2025, Carson residents only; proof of identity required
- Thanked staff for their work
- Happy Thanksgiving to everyone
- Presentation by the Sanitation District regarding fee increase at a future meeting
- Requested staff to place information regarding the Los Angeles Refinery's modernization at Marathon on the City website

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

None.

RECESS TO CLOSED SESSION

None.

RECONVENE TO OPEN SESSION

None.

REPORT OF ACTIONS ON UNFINISHED OR CONTINUED CLOSED SESSION ITEMS

None.

MEMORIAL ADJOURNMENTS

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

Dorothy Cooper

Jesse Marquez

Edith Turner

James Simmons

Jimmy Ray Sanders

Council Member/Agency Member/Authority Board Member, Dr. Hilton requested to add Bishop Kenneth Spears to the Memorial Adjournment Requests and gave a prayer.

ADJOURNMENT

The meeting was adjourned at 8:00 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes.

_____

Lula Davis-Holmes

Mayor/Agency Chairman/Authority Chairman

ATTEST:

_____

Dr. Khaleah K. Bradshaw

City Clerk/Agency Secretary/Authority Secretary

_____

Signature

File #: **Version:**

Report to Honorable Mayor and City Council

Tuesday, December 2, 2025, 5:00 PM

CONSENT 16.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Accounting

Subject: CONSIDER ADOPTING RESOLUTION NO. 25-147, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $9,140,482.14, DEMAND CHECK NUMBERS 182012 THROUGH 182394 AND 279 FOR GENERAL DEMAND (CITY COUNCIL)

I. SUMMARY

RESOLUTION NO. 25-147, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS AS FOLLOWS:

- TOTAL OF $9,140,482.14 FOR GENERAL DEMANDS CHECK NUMBERS 182012 THROUGH 182394 AND 279.

II. RECOMMENDATION

WAIVE further reading and ADOPT Resolution No. 25-147, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $9,140,482.14, DEMAND CHECK NUMBERS 182012 THROUGH 182394 AND 279 FOR GENERAL DEMAND".

III. ALTERNATIVES

None.

IV. BACKGROUND

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

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

SECTION 2: On December 2, 2025, the City Council ratified the above demand numbers 182012 through 182394 and 279 for General Demand. The City Treasurer is hereby directed to pay out the funds named hereon, to each of the claimants listed above, the amount of warrant appearing opposite their respective names, for the purpose stated on the respective demands, making a total of $9,140,482.14.

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 2ND DAY OF DECEMBER, 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 2ND DAY OF DECEMBER, 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. 25-147, adopted by the City of Carson City Council at its meeting held on December 2, 2025 by the following vote:

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

_____
Dr. Khaleah K. Bradshaw, City Clerk

VI. EXHIBITS

EXHIBIT NO. 1: DEMAND RESOLUTION #25-147

Attachments

Exhibit 1 Demand Register Reso# 25-147.pdf

City of Carson

AP CHECK RECONCILIATION REGISTER

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

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
279	10/31/2025	WIRE	004084	RE SOLUTIONS, LLC	811,018.78			
182012	11/04/2025	PRINTED	007777	Blaine Tech Services	1,500.00			
182013	11/04/2025	PRINTED	007777	Geosyntec Consultants Inc	1,500.00			
182014	11/06/2025	PRINTED	000797	ALESHIRE AND WYNDER LLP	37,836.25			
182015	11/06/2025	PRINTED	008232	ALEXANDRA TAYLOR	250.00			
182016	11/06/2025	PRINTED	000042	ALIN PARTY SUPPLY CO	1,791.09			
182017	11/06/2025	PRINTED	007409	ALISON WHITNEY MILLER	710.79			
182018	11/06/2025	PRINTED	006506	ALL IN ONE PARTIES	170.00			
182019	11/06/2025	PRINTED	008704	ALSO ENERGY, INC.	1,047.00			
182020	11/06/2025	PRINTED	005523	AMAZON CAPITAL SERVICES	3,923.69			
182021	11/06/2025	PRINTED	006675	AMERICAN TRANSPORTATION S	2,710.33			
182022	11/06/2025	PRINTED	003927	ARAMSCO INC	14,101.53			
182023	11/06/2025	PRINTED	002177	ARIZONA MACHINERY LLC	401.95			
182024	11/06/2025	PRINTED	001001	AT&T PHONE	3,978.05			
182025	11/06/2025	PRINTED	007638	ATANUGATOA AUPIU	2,000.00			
182026	11/06/2025	PRINTED	008712	AYCE CONSULTING ENGINEERS	34,690.00			
182027	11/06/2025	PRINTED	001248	BARR AND CLARK INC	2,500.00			
182028	11/06/2025	PRINTED	004641	BILLYE BATES	50.00			
182029	11/06/2025	PRINTED	008707	BENNETT-BOWEN & LIGHTHOUS	691.27			
182030	11/06/2025	PRINTED	000697	BIG ANDYS TROPHIES AND PL	4,887.14			
182031	11/06/2025	PRINTED	000697	BIG ANDYS TROPHIES AND PL	2,545.37			
182032	11/06/2025	PRINTED	003981	BIOMETRICS 4 ALL INC	19.50			
182033	11/06/2025	PRINTED	003242	BLACK KNIGHT PATROL, INC	495.00			
182034	11/06/2025	PRINTED	001438	BLUE DIAMOND MATERIALS	3,811.04			
182035	11/06/2025	PRINTED	006273	BOA ARCHITECTURE	47,680.00			
182036	11/06/2025	PRINTED	006076	BRI CONSULTING GROUP, INC	5,160.00			
182037	11/06/2025	PRINTED	008289	BYRON L. SMITH	50.00			
182038	11/06/2025	PRINTED	008063	CADE GOTTHARDT	250.00			
182039	11/06/2025	PRINTED	000155	CALIFORNIA MUNICIPAL STAT	600.00			
182040	11/06/2025	PRINTED	000079	CALIFORNIA WATER SERVICE	67,363.99			
182041	11/06/2025	PRINTED	008141	CARTER PICTURE FRAMING &	1,602.91			
182042	11/06/2025	PRINTED	000351	CHEM PRO LABORATORY INC	638.40			
182043	11/06/2025	PRINTED	001610	CHICAGO TITLE CO	255.00			
182044	11/06/2025	PRINTED	001489	CHOURA VENUE SERVICES	8,284.07			
182045	11/06/2025	PRINTED	008513	CINTAS CORPORATION NO. 2	1,856.79			
182046	11/06/2025	PRINTED	000114	CITY OF CARSON PETTY CASH	170.81			
182047	11/06/2025	PRINTED	008731	CITY OF CERRITOS	1,615.50			
182048	11/06/2025	PRINTED	000062	CITY OF LOS ANGELES	4,444.01			
182049	11/06/2025	PRINTED	000803	CLEAN ENERGY	4,174.61			
182050	11/06/2025	PRINTED	007718	CLIVABETH PHOTOGRAPHY LLC	2,020.82			
182051	11/06/2025	PRINTED	007718	CLIVABETH PHOTOGRAPHY LLC	885.00			
182052	11/06/2025	PRINTED	000268	DAILY JOURNAL CORP	99.20			
182053	11/06/2025	PRINTED	007176	DAVEY COACH SALES INC.	2,454.97			
182054	11/06/2025	PRINTED	007306	DAVID COLEMAN	527.00			
182055	11/06/2025	PRINTED	007492	DEFENDIFY	6,227.66			
182056	11/06/2025	PRINTED	008309	DODGE CONSTRUCTION NETWOR	150.00			
182057	11/06/2025	PRINTED	007707	DOROTHY J. ROSS	50.00			
182058	11/06/2025	PRINTED	000399	DUNN EDWARDS PAINT CO	1,006.20			
182059	11/06/2025	PRINTED	000394	EARLY CHILDHOOD	25.40			
182060	11/06/2025	PRINTED	007512	EDDINGS ENTERPRISES, INC.	7,452.21			
182061	11/06/2025	PRINTED	008329	ENSAFE INC	6,054.69			
182062	11/06/2025	PRINTED	003667	ERNESTINE LEVERETTE	50.00			

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182063	11/06/2025	PRINTED	008322	EVODC LLC	2,768.46			
182064	11/06/2025	PRINTED	000355	FERGUSON ENTERPRISES INC	2,340.71			
182065	11/06/2025	PRINTED	002192	LEANDREA FIELDS-ROBINSON	50.00			
182066	11/06/2025	PRINTED	000221	FLEET PRIDE	586.80			
182067	11/06/2025	PRINTED	001849	CAROLYN FOSTER	50.00			
182068	11/06/2025	PRINTED	008052	GET TOOLS CORP	2,890.28			
182069	11/06/2025	PRINTED	008672	GMS ELEVATOR SERVICES INC	270.00			
182070	11/06/2025	PRINTED	000941	GOLDEN STATE WATER COMPAN	665.44			
182071	11/06/2025	PRINTED	001093	SHIRLEY GRAVES	50.00			
182072	11/06/2025	PRINTED	000532	HDL COREN AND CONE	4,593.75			
182073	11/06/2025	PRINTED	008077	HIGH REACH EQUIPMENT SERV	21,345.69			
182074	11/06/2025	PRINTED	000234	HOME DEPOT CREDIT SERVICE	7,727.63			
182075	11/06/2025	PRINTED	003108	SUSAN D ODOM HOUZE	50.00			
182076	11/06/2025	PRINTED	008507	IGM TECHNOLOGY CORP	19,079.52			
182077	11/06/2025	PRINTED	006497	INSIGHT PUBLIC SECTOR	1,425.00			
182078	11/06/2025	PRINTED	008314	INTERIOR PLUS, INC	212,823.28			
182079	11/06/2025	PRINTED	000087	INTERNATIONAL INSTITUTE O	580.00			
182080	11/06/2025	PRINTED	006292	JAMES NGUYEN	53.41			
182081	11/06/2025	PRINTED	007103	JOE A. GONSALVES & SON	4,000.00			
182082	11/06/2025	PRINTED	007688	JOKER PARTY SUPPLY, INC.	626.39			
182083	11/06/2025	PRINTED	008148	KEICHUN LERAINE GRAVES	50.00			
182084	11/06/2025	PRINTED	007093	KILEY & ASSOCIATES LLC	5,000.00			
182085	11/06/2025	PRINTED	008527	KPMG LLP	10,000.00			
182086	11/06/2025	PRINTED	000094	LAKESHORE LEARNING MATERI	37.55			
182087	11/06/2025	PRINTED	000663	LANGUAGE NETWORK	1,647.80			
182088	11/06/2025	PRINTED	004428	LAWSON PRODUCTS INC	560.72			
182089	11/06/2025	PRINTED	004767	DELIA LOPEZ	50.00			
182090	11/06/2025	PRINTED	005040	SALOMON LOPEZ	58.59			
182091	11/06/2025	PRINTED	000411	LOS ANGELES COUNTY FIRE D	2,956.00			
182092	11/06/2025	PRINTED	007248	MARIA'S GARDEN CENTER & L	1,600.04			
182093	11/06/2025	PRINTED	008191	MATTHEWS FAMILY COUNSELIN	1,100.00			
182094	11/06/2025	PRINTED	008734	MPLOYER ADVISOR INC	4,750.00			
182095	11/06/2025	PRINTED	006760	NEWMARK OF SOUTHERN CALIF	25,000.00			
182096	11/06/2025	PRINTED	000563	JANNY NOA	109.13			
182097	11/06/2025	PRINTED	010999	FREDDY ORELLANA	1,874.24			
182098	11/06/2025	PRINTED	010999	NATHAN FREEMAN	285.00			
182099	11/06/2025	PRINTED	000528	PARTY PRONTO	1,503.00			
182100	11/06/2025	PRINTED	002445	PATRICIA PATTERSON	50.00			
182101	11/06/2025	PRINTED	003099	PAMELA PITCHER	50.00			
182102	11/06/2025	PRINTED	001149	DENICE PRICE	50.00			
182103	11/06/2025	PRINTED	000408	PROFESSIONAL MOBILE REMOD	16,195.50			
182104	11/06/2025	PRINTED	000584	PSOMAS	5,126.25			
182105	11/06/2025	PRINTED	000118	JULIE RUIZ RABER	50.00			
182106	11/06/2025	PRINTED	003829	REGIONAL TAP SERVICE CENT	38.00			
182107	11/06/2025	PRINTED	010000	CARSON CITIZENS CULTURAL	500.00			
182108	11/06/2025	PRINTED	010000	OCASSP JOINT TECHNICAL SY	568.00			
182109	11/06/2025	PRINTED	010000	PALACIOS ROOFING INC.	340.26			
182110	11/06/2025	PRINTED	000402	ROADLINE PRODUCTS INC USA	3,464.09			
182111	11/06/2025	PRINTED	002515	MYRNA RONQUILLO	50.00			
182112	11/06/2025	PRINTED	002740	ROSEBURROUGH TOOL COMPANY	570.84			
182113	11/06/2025	PRINTED	003585	RSG INC	36,761.37			
182114	11/06/2025	PRINTED	003585	RSG INC	7,060.08			

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182115	11/06/2025	PRINTED	000120	S&S WORLDWIDE, INC	195.16			
182116	11/06/2025	PRINTED	007851	SAMI'S REFEREES LLC	12,195.00			
182117	11/06/2025	PRINTED	000427	SAM'S CLUB DIRECT	2,250.95			
182118	11/06/2025	PRINTED	001605	SC FUELS	38,930.90			
182119	11/06/2025	PRINTED	000124	SEPULVEDA BUILDING MATERI	391.67			
182120	11/06/2025	PRINTED	000170	SHERWIN WILLIAMS	355.35			
182121	11/06/2025	PRINTED	000164	SIEMENS INDUSTRY INC	1,721.00			
182122	11/06/2025	PRINTED	004226	DARLENE SIMPSON-LOTT	50.00			
182123	11/06/2025	PRINTED	000191	SMARDAN SUPPLY	16.58			
182124	11/06/2025	PRINTED	000211	SMART AND FINAL IRIS	587.24			
182125	11/06/2025	PRINTED	006477	SNAP-ON INCORPORATED	221.42			
182126	11/06/2025	PRINTED	000240	SOUTHERN CALIFORNIA EDISO	59,384.13			
182127	11/06/2025	PRINTED	004417	SOCALGAS	10,080.91			
182128	11/06/2025	PRINTED	007812	SONYA EATMAN	50.00			
182129	11/06/2025	PRINTED	006384	CHARTER COMMUNICATIONS	20,649.50			
182130	11/06/2025	PRINTED	007012	T& G GLOBAL LLC	110,464.50			
182131	11/06/2025	PRINTED	000718	STAPLES ADVANTAGE	153,541.06			
182132	11/06/2025	PRINTED	000082	STATE OF CA EMPLOYMENT DE	30,548.00			
182133	11/06/2025	PRINTED	003100	LINDA STEWART	50.00			
182134	11/06/2025	PRINTED	008737	SUNSHINE SKATE FOUND	2,500.00			
182135	11/06/2025	PRINTED	006654	SWANK MOTION PICTURES INC	561.25			
182136	11/06/2025	PRINTED	008162	TDG ENGINEERING, INC.	71,930.71			
182137	11/06/2025	PRINTED	008079	TERRACON CONSULTANTS, INC	81,601.10			
182138	11/06/2025	PRINTED	007826	TETRA GRAPHICS, INC	1,611.88			
182139	11/06/2025	PRINTED	007931	TOMECKO JACKSON	315.00			
182140	11/06/2025	PRINTED	007705	TRANSTECH ENGINEERS, INC.	253,635.54			
182141	11/06/2025	PRINTED	006769	U S BANK CORPORATE PAYMEN	31,832.28			
182142	11/06/2025	PRINTED	007532	VENICE FAMILY CLINIC	5,000.00			
182143	11/06/2025	PRINTED	001249	VERIZON WIRELESS	160.04			
182144	11/06/2025	PRINTED	007191	VERNE'S PLUMBING, INC.	190.00			
182145	11/06/2025	PRINTED	008038	VERONICA TAYLOR	4,000.00			
182146	11/06/2025	PRINTED	000437	ITELIA WALKER	50.00			
182147	11/06/2025	PRINTED	006220	WASTE RESOURCES, INC	564,544.27			
182148	11/06/2025	PRINTED	007893	WINNER CHEVROLET, INC	154,037.00			
182149	11/06/2025	PRINTED	000144	YAMADA CO INC	94.33			
182150	11/06/2025	PRINTED	008105	Z&K CONSULTANTS, INC	111,485.19			
182151	11/06/2025	PRINTED	006868	ZONES IT SOLUTIONS INC.	243.48			
182152	11/13/2025	PRINTED	007077	ADVANCED IMAGING STRATEGI	14,778.28			
182153	11/13/2025	PRINTED	007692	ALBERT A. WEBB ASSOCIATES	32,447.75			
182154	11/13/2025	PRINTED	000042	ALIN PARTY SUPPLY CO	213.25			
182155	11/13/2025	PRINTED	004388	AIS TRUST ACCOUNT NEWPORT	460.00			
182156	11/13/2025	PRINTED	005523	AMAZON CAPITAL SERVICES	2,560.14			
182157	11/13/2025	PRINTED	008425	AMERICAN GLOBAL SECURITY	67,700.40			
182158	11/13/2025	PRINTED	006675	AMERICAN TRANSPORTATION S	3,040.01			
182159	11/13/2025	PRINTED	008006	ANGELA M. RIVERS	50.00			
182160	11/13/2025	PRINTED	000543	AQUA FLO SUPPLY	35.58			
182161	11/13/2025	PRINTED	003927	ARAMSCO INC	5,058.16			
182162	11/13/2025	PRINTED	002177	ARIZONA MACHINERY LLC	2,934.53			
182163	11/13/2025	PRINTED	001516	AURELIA S. CHAVEZ	1,800.00			
182164	11/13/2025	PRINTED	006426	B AND H PHOTO	731.47			
182165	11/13/2025	PRINTED	007051	BASIC BENEFITS LLC	980.70			
182166	11/13/2025	PRINTED	006604	BEACON ATHLETICS LLC	5,203.35			

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CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
182167	11/13/2025	PRINTED	000697	BIG ANDYS TROPHIES AND PL	850.57			
182168	11/13/2025	PRINTED	001438	BLUE DIAMOND MATERIALS	170.02			
182169	11/13/2025	PRINTED	008671	BRANDON FIELDS	50.00			
182170	11/13/2025	PRINTED	007656	BREEN DESIGN GROUP, INC	5,180.00			
182171	11/13/2025	PRINTED	006293	RUDOLFO BRILLANTES	50.00			
182172	11/13/2025	PRINTED	001713	KELVIN BROWN SR	50.00			
182173	11/13/2025	PRINTED	001031	JESUS-ALEX CAINGLET	50.00			
182174	11/13/2025	PRINTED	006307	CALIFORNIA PUMPCRETE INC.	410.00			
182175	11/13/2025	PRINTED	008141	CARTER PICTURE FRAMING &	1,197.00			
182176	11/13/2025	PRINTED	001489	CHOURA VENUE SERVICES	499.95			
182177	11/13/2025	PRINTED	008513	CINTAS CORPORATION NO. 2	1,856.79			
182178	11/13/2025	PRINTED	007718	CLIVABETH PHOTOGRAPHY LLC	14,023.80			
182179	11/13/2025	PRINTED	001311	LOUIS JOSEPH COGUT	50.00			
182180	11/13/2025	PRINTED	004351	COLANTUONO HIGHSMITH AND	553.00			
182181	11/13/2025	PRINTED	004227	CONNIE DELA CRUZ-MANIO	50.00			
182182	11/13/2025	PRINTED	008416	CORKY'S PEST CONTROL INC.	4,955.00			
182183	11/13/2025	PRINTED	007159	CORODATA RECORDS MANAGEME	791.32			
182184	11/13/2025	PRINTED	001629	CORTEZ GRAPHICS	254.15			
182185	11/13/2025	PRINTED	008423	COUNTY OF LOS ANGELES	4,920.00			
182186	11/13/2025	PRINTED	001180	COUNTY OF LOS ANGELES	548.65			
182187	11/13/2025	PRINTED	007185	CROSSTOWN ELECTRICAL & DA	4,847.45			
182188	11/13/2025	PRINTED	003586	CS AND ASSOCIATES INC	7,500.00			
182189	11/13/2025	PRINTED	006467	CESAR DAHILIG	50.00			
182190	11/13/2025	PRINTED	000268	DAILY JOURNAL CORP	258.25			
182191	11/13/2025	PRINTED	007176	DAVEY COACH SALES INC.	4,749.13			
182192	11/13/2025	PRINTED	008720	DEBORAH WASHINGTON	50.00			
182193	11/13/2025	PRINTED	000658	DELL MARKETING LP	1,148.84			
182194	11/13/2025	PRINTED	002183	DIGITAL ASSURANCE CERTIFI	3,000.00			
182195	11/13/2025	PRINTED	007503	DISCOUNT PLAYGROUND SUPPL	24,235.19			
182196	11/13/2025	PRINTED	008309	DODGE CONSTRUCTION NETWOR	125.00			
182197	11/13/2025	PRINTED	007595	DONNIE R. DORSEY	50.00			
182198	11/13/2025	PRINTED	006876	DONALD A. SPRAGUE	1,158.50			
182199	11/13/2025	PRINTED	007855	DREAM LIFE LOUD, LLC	9,583.30			
182200	11/13/2025	PRINTED	001744	ENTERPRISE FM TRUST INC	13,389.65			
182201	11/13/2025	PRINTED	000039	EWING IRRIGATION PRODUCTS	760.39			
182202	11/13/2025	PRINTED	004019	FLEETCREW	350.00			
182203	11/13/2025	PRINTED	001268	GBROS INC	437.28			
182204	11/13/2025	PRINTED	000941	GOLDEN STATE WATER COMPAN	1,951.08			
182205	11/13/2025	PRINTED	008335	GOMEZ GROWERS INC.	19.34			
182206	11/13/2025	PRINTED	001293	WALTER GONZALEZ	50.00			
182207	11/13/2025	PRINTED	000997	GOVERNMENTJOBS.COM INC NE	18,330.17			
182208	11/13/2025	PRINTED	008352	GRAFFITI PROTECTIVE COATI	5,760.36			
182209	11/13/2025	PRINTED	005525	GREENBERG TRAURIG LLP	2,982.50			
182210	11/13/2025	PRINTED	008132	HASA INC	4,723.17			
182211	11/13/2025	PRINTED	000532	HDL COREN AND CONE	795.00			
182212	11/13/2025	PRINTED	007678	HEIDI LETICIA ROMERO	50.00			
182213	11/13/2025	PRINTED	000234	HOME DEPOT CREDIT SERVICE	16,150.61			
182214	11/13/2025	PRINTED	008739	ICC CODIFICATION INC	1,125.87			
182215	11/13/2025	PRINTED	007053	ID ZONE	584.50			
182216	11/13/2025	PRINTED	008529	JAPANESE AUTO CENTER INC.	420.00			
182217	11/13/2025	PRINTED	007588	JEFFREY GLENN ALLEN	50.00			
182218	11/13/2025	PRINTED	007469	JENN SALES CORPORATION	32,757.17			

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182219	11/13/2025	PRINTED	000152	JERRYS CLEANERS	575.05			
182220	11/13/2025	PRINTED	004935	JACQUELINE JOHNSON	50.00			
182221	11/13/2025	PRINTED	007688	JOKER PARTY SUPPLY, INC.	2,551.36			
182222	11/13/2025	PRINTED	007596	KEITH EDWARD ARNOLD	50.00			
182223	11/13/2025	PRINTED	007323	KISA ASHANTE HILLIARD	50.00			
182224	11/13/2025	PRINTED	006662	REATA KULCSAR	94.21			
182225	11/13/2025	PRINTED	000094	LAKESHORE LEARNING MATERI	216.46			
182226	11/13/2025	PRINTED	000923	DE ANTHONY LANGSTON	50.00			
182227	11/13/2025	PRINTED	006731	LIFESTATION INC	908.53			
182228	11/13/2025	PRINTED	004435	LINCOLN AQUATICS	3,746.40			
182229	11/13/2025	PRINTED	006668	LOS ANGELES CONSERVATION	39,891.28			
182230	11/13/2025	PRINTED	006884	LYFT, INC.	12,767.32			
182231	11/13/2025	PRINTED	007248	MARIA'S GARDEN CENTER & L	624.21			
182232	11/13/2025	PRINTED	008716	MARIBEL CERVANTES	4,125.00			
182233	11/13/2025	PRINTED	006224	MCWIL SPORTS SURFACES, IN	54,131.00			
182234	11/13/2025	PRINTED	000669	MDG ASSOCIATES	1,880.00			
182235	11/13/2025	PRINTED	007605	MICHAEL K WILSON	50.00			
182236	11/13/2025	PRINTED	000040	MITY LITE INC	4,254.40			
182237	11/13/2025	PRINTED	008036	MONIQUE FISHER	50.00			
182238	11/13/2025	PRINTED	008744	MUHAMMAD AADAM	200.00			
182239	11/13/2025	PRINTED	006214	NBS GOVERNMENT FINANCE GR	2,250.00			
182240	11/13/2025	PRINTED	010999	Alyssa M Sorrells	176.40			
182241	11/13/2025	PRINTED	010999	Alyssa M Sorrells	73.29			
182242	11/13/2025	PRINTED	010999	SECULES, STEPHEN	56.84			
182243	11/13/2025	PRINTED	010999	WHITAKER, GWENDOLYN	293.72			
182244	11/13/2025	PRINTED	003832	PARS - PUBLIC AGENCY RETI	1,471.11			
182245	11/13/2025	PRINTED	001285	POWER WHOLESALE ELECTRIC	5.31			
182246	11/13/2025	PRINTED	001126	GRETA PRICE	50.00			
182247	11/13/2025	PRINTED	008545	RANDY D. BROWN	50.00			
182248	11/13/2025	PRINTED	000119	RED WING SHOE STORE	17,711.58			
182249	11/13/2025	PRINTED	010000	PATRICIA CATIMON	613.40			
182250	11/13/2025	PRINTED	007405	RHA LANDSCAPE ARCHITECTS-	1,710.00			
182251	11/13/2025	PRINTED	000402	ROADLINE PRODUCTS INC USA	5,234.56			
182252	11/13/2025	PRINTED	001230	ROBERTSONS READY MIX CONC	2,862.23			
182253	11/13/2025	PRINTED	000709	AUNDREA ROCKHOLD	307.83			
182254	11/13/2025	PRINTED	007608	SAIDICO DIRECT INC	562.93			
182255	11/13/2025	PRINTED	000427	SAM'S CLUB DIRECT	2,852.77			
182256	11/13/2025	PRINTED	000172	SCMAF INC S CALIF MUNICIP	200.00			
182257	11/13/2025	PRINTED	007281	SHANNON WAYNE LAWRENCE	50.00			
182258	11/13/2025	PRINTED	000240	SOUTHERN CALIFORNIA EDISO	45,613.07			
182259	11/13/2025	PRINTED	004417	SOUTHERN CALIFORNIA GAS C	6,599.53			
182260	11/13/2025	PRINTED	000718	STAPLES ADVANTAGE	6,866.55			
182261	11/13/2025	PRINTED	000256	STATE OF CA DEPT OF INDUS	1,350.00			
182262	11/13/2025	PRINTED	005013	SWAYZER CORPORATION	19,910.00			
182263	11/13/2025	PRINTED	001758	SHEILA TRESVANT	50.00			
182264	11/13/2025	PRINTED	004017	TYLER TECHNOLOGIES	145,034.50			
182265	11/13/2025	PRINTED	006769	U S BANK CORPORATE PAYMEN	7,714.91			
182266	11/13/2025	PRINTED	000023	UNITED REFRIGERATION INC	25.81			
182267	11/13/2025	PRINTED	008334	VARITRONICS, LLC	3,340.19			
182268	11/13/2025	PRINTED	001249	VERIZON WIRELESS	190.54			
182269	11/13/2025	PRINTED	000562	THE WALKING MAN INC	3,300.00			
182270	11/13/2025	PRINTED	002212	HD SUPPLY CONSTRUCTION	1,368.11			

AP CHECK RECONCILIATION REGISTER

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

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
182271	11/13/2025	PRINTED	004211	MARIA WILLIAMS	50.00			
182272	11/20/2025	PRINTED	002904	ADMINSURE INC	9,400.00			
182273	11/20/2025	PRINTED	000797	ALESHIRE AND WYNDER LLP	308.00			
182274	11/20/2025	PRINTED	000042	ALIN PARTY SUPPLY CO	805.37			
182275	11/20/2025	PRINTED	000899	ALL CITY MANAGEMENT SERVI	68,164.19			
182276	11/20/2025	PRINTED	004388	AIS TRUST ACCOUNT NEWPORT	3,697.14			
182277	11/20/2025	PRINTED	005523	AMAZON CAPITAL SERVICES	4,685.61			
182278	11/20/2025	PRINTED	006675	AMERICAN TRANSPORTATION S	903.44			
182279	11/20/2025	PRINTED	004931	TIMOTHY EVAN AUERHAHN	790.00			
182280	11/20/2025	PRINTED	000974	AT & T ALARM CIRCUITS	252.32			
182281	11/20/2025	PRINTED	001078	AT & T LONG DISTANCE	146.62			
182282	11/20/2025	PRINTED	004410	B D WHITE TOP SOIL CO INC	215.48			
182283	11/20/2025	PRINTED	001924	THE BANK OF NEW YORK MELL	2,245.00			
182284	11/20/2025	PRINTED	001248	BARR AND CLARK INC	2,295.00			
182285	11/20/2025	PRINTED	007051	BASIC BENEFITS LLC	360.30			
182286	11/20/2025	PRINTED	007353	BEADOR CONSTRUCTION COMPA	682,779.25			
182287	11/20/2025	PRINTED	008707	BENNETT-BOWEN & LIGHTHOUS	10,718.70			
182288	11/20/2025	PRINTED	000697	BIG ANDYS TROPHIES AND PL	3,228.53			
182289	11/20/2025	PRINTED	007365	BLUETRITON BRANDS, INC.	803.62			
182290	11/20/2025	PRINTED	000053	CALIFORNIA SOC OF MUNICIP	60.00			
182291	11/20/2025	PRINTED	008158	CARDIO PARTNERS INC	2,466.03			
182292	11/20/2025	PRINTED	000140	CARL WARREN AND CO	10,804.50			
182293	11/20/2025	PRINTED	000657	CARSON HIGH SCHOOL	400.00			
182294	11/20/2025	PRINTED	000635	CDW GOVERNMENT INC	4,498.42			
182295	11/20/2025	PRINTED	008741	CHINO FORD LLC	60,595.90			
182296	11/20/2025	PRINTED	001489	CHOURA VENUE SERVICES	3,371.06			
182297	11/20/2025	PRINTED	008513	CINTAS CORPORATION NO. 2	1,867.72			
182298	11/20/2025	PRINTED	008731	CITY OF CERRITOS	1,615.50			
182299	11/20/2025	PRINTED	007718	CLIVABETH PHOTOGRAPHY LLC	2,360.00			
182300	11/20/2025	PRINTED	008696	COMMERCIAL VAN INTERIORS,	3,802.98			
182301	11/20/2025	PRINTED	001381	COMPLETE OFFICE	652.15			
182302	11/20/2025	PRINTED	007159	CORODATA SHREDDING, INC.	1,049.15			
182303	11/20/2025	PRINTED	004275	COSTAR REALTY INFORMATION	1,425.00			
182304	11/20/2025	PRINTED	000127	DAILY BREEZE NEWSPAPER	435.78			
182305	11/20/2025	PRINTED	007176	DAVEY COACH SALES INC.	5,829.28			
182306	11/20/2025	PRINTED	002637	DEERE AND COMPANY	80,314.56			
182307	11/20/2025	PRINTED	000534	DIRECTV	249.99			
182308	11/20/2025	PRINTED	006876	DONALD A. SPRAGUE	455.00			
182309	11/20/2025	PRINTED	001105	EAGLE PORTABLES SANITATIO	6,900.76			
182310	11/20/2025	PRINTED	008617	ECONOMIC & PLANNING SYSTE	72,520.00			
182311	11/20/2025	PRINTED	000039	EWING IRRIGATION PRODUCTS	4,434.47			
182312	11/20/2025	PRINTED	000355	FERGUSON ENTERPRISES INC	411.63			
182313	11/20/2025	PRINTED	004223	YOLANDA FIELDER	50.00			
182314	11/20/2025	PRINTED	000221	FLEET PRIDE	886.39			
182315	11/20/2025	PRINTED	006085	GARCIA, MARIA DE JESUS	83.82			
182316	11/20/2025	PRINTED	001268	GBROS INC	1,305.31			
182317	11/20/2025	PRINTED	000941	GOLDEN STATE WATER COMPAN	1,090.61			
182318	11/20/2025	PRINTED	000941	GOLDEN STATE WATER COMPAN	71.76			
182319	11/20/2025	PRINTED	000234	HOME DEPOT CREDIT SERVICE	11,706.44			
182320	11/20/2025	PRINTED	008753	HOOP LOS ANGELES LLC	550.00			
182321	11/20/2025	PRINTED	000514	HUNTINGTON HARDWARE CO IN	150.56			
182322	11/20/2025	PRINTED	008529	JAPANESE AUTO CENTER INC.	480.00			

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182323	11/20/2025	PRINTED	000152	JERRYS CLEANERS	353.00			
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182325	11/20/2025	PRINTED	007688	JOKER PARTY SUPPLY, INC.	278.05			
182326	11/20/2025	PRINTED	007839	KEATON JOHNSON	2,300.00			
182327	11/20/2025	PRINTED	007672	KELLY SPICERS STORES	58.96			
182328	11/20/2025	PRINTED	008604	KENNETH JORDAN	27,000.00			
182329	11/20/2025	PRINTED	008620	KOSMONT TRANSACTIONS SERV	45,907.65			
182330	11/20/2025	PRINTED	000094	LAKESHORE LEARNING MATERI	199.65			
182331	11/20/2025	PRINTED	000663	LANGUAGE NETWORK	1,506.12			
182332	11/20/2025	PRINTED	004435	LINCOLN AQUATICS	2,466.87			
182333	11/20/2025	PRINTED	007493	LINE-MASTER LLC	11,934.60			
182334	11/20/2025	PRINTED	000070	LOS ANGELES COUNTY DEPT O	17,027.34			
182335	11/20/2025	PRINTED	000070	LOS ANGELES COUNTY DEPT O	36,390.56			
182336	11/20/2025	PRINTED	000074	LOS ANGELES COUNTY SHERIF	2,422,034.67			
182337	11/20/2025	PRINTED	008747	MADE NEW FOUNDATION	1,700.00			
182338	11/20/2025	PRINTED	001732	MANHATTAN STITCHING CO IN	2,665.26			
182339	11/20/2025	PRINTED	004352	JUN MAPUE	400.00			
182340	11/20/2025	PRINTED	007966	MARINA GRAPHIC CENTER, IN	1,366.89			
182341	11/20/2025	PRINTED	006214	NBS GOVERNMENT FINANCE GR	618.00			
182342	11/20/2025	PRINTED	010999	RAYMOND, JOHN	75.00			
182343	11/20/2025	PRINTED	010999	SECULES, STEPHEN	46.55			
182344	11/20/2025	PRINTED	008442	ORDWAY CORPORATION	1,176.80			
182345	11/20/2025	PRINTED	000460	PETES ROAD SERVICE INC	4,415.70			
182346	11/20/2025	PRINTED	007022	PHOTO MAKERS	171.28			
182347	11/20/2025	PRINTED	001285	POWER WHOLESALE ELECTRIC	398.57			
182348	11/20/2025	PRINTED	006376	PREVAILING IN CHRIST MINI	1,400.00			
182349	11/20/2025	PRINTED	008459	PUB CONSTRUCTION INC	882,965.25			
182350	11/20/2025	PRINTED	008749	PUSHIN FORWARD	1,320.00			
182351	11/20/2025	PRINTED	000119	RED WING SHOE STORE	269.61			
182352	11/20/2025	PRINTED	003829	REGIONAL TAP SERVICE CENT	27.25			
182353	11/20/2025	PRINTED	010000	BELINDA HAYES	203.80			
182354	11/20/2025	PRINTED	010000	ELLA LILLY	250.00			
182355	11/20/2025	PRINTED	010000	JUDITH GRIFFIN	500.00			
182356	11/20/2025	PRINTED	010000	TOP LADIES OF DISTINCTION	500.00			
182357	11/20/2025	PRINTED	007240	RJM DESIGN GROUP, INC.	50,591.42			
182358	11/20/2025	PRINTED	000402	ROADLINE PRODUCTS INC USA	15,314.89			
182359	11/20/2025	PRINTED	001230	ROBERTSONS READY MIX CONC	7,406.49			
182360	11/20/2025	PRINTED	000419	RYDIN DECAL	1,526.69			
182361	11/20/2025	PRINTED	008324	SAFESHRED CO., INC.	250.00			
182362	11/20/2025	PRINTED	007851	SAMI'S REFEREES LLC	8,270.00			
182363	11/20/2025	PRINTED	000427	SAM'S CLUB DIRECT	867.40			
182364	11/20/2025	PRINTED	001605	SC FUELS	11,316.40			
182365	11/20/2025	PRINTED	006964	SCCI, INC.	1,125.00			
182366	11/20/2025	PRINTED	000124	SEPULVEDA BUILDING MATERI	622.50			
182367	11/20/2025	PRINTED	000211	SMART AND FINAL IRIS	110.25			
182368	11/20/2025	PRINTED	006477	SNAP-ON INCORPORATED	502.95			
182369	11/20/2025	PRINTED	000240	SOUTHERN CALIFORNIA EDISO	6,913.33			
182370	11/20/2025	PRINTED	001663	SONSRAY MACHINERY LLC	5,333.33			
182371	11/20/2025	PRINTED	004977	CHARTER COMMUNICATION	1,712.83			
182372	11/20/2025	PRINTED	000718	STAPLES ADVANTAGE	8,389.66			
182373	11/20/2025	PRINTED	000289	STATE OF CA DOJ/ACCTG OFF	390.00			
182374	11/20/2025	PRINTED	001115	STEAMX LLC	309.40			

AP CHECK RECONCILIATION REGISTER

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

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
182375	11/20/2025	PRINTED	008737	SUNSHINE SKATE FOUND	2,500.00			
182376	11/20/2025	PRINTED	008079	TERRACON CONSULTANTS, INC	144,148.80			
182377	11/20/2025	PRINTED	007931	TOMECKO JACKSON	1,360.00			
182378	11/20/2025	PRINTED	007640	TORRANCE LOCK & KEY INC.	329.50			
182379	11/20/2025	PRINTED	008106	TOTUM CORP	4,570.00			
182380	11/20/2025	PRINTED	007705	TRANSTECH ENGINEERS, INC.	301,181.21			
182381	11/20/2025	PRINTED	006769	U S BANK CORPORATE PAYMEN	3,626.19			
182382	11/20/2025	PRINTED	000530	ULINE SHIPPING SUPPLY SPE	1,604.13			
182383	11/20/2025	PRINTED	008745	ULTIMATE ENTERTAINMENT LL	1,587.50			
182384	11/20/2025	PRINTED	000023	UNITED REFRIGERATION INC	322.40			
182385	11/20/2025	PRINTED	000002	UNITED RENTALS (NORTH AME	465.72			
182386	11/20/2025	PRINTED	000138	THE UNITED STATES CONFERE	6,567.00			
182387	11/20/2025	PRINTED	007191	VERNE'S PLUMBING, INC.	1,077.85			
182388	11/20/2025	PRINTED	008038	VERONICA TAYLOR	4,550.00			
182389	11/20/2025	PRINTED	001011	W.G. ZIMMERMAN ENGINEERIN	15,246.60			
182390	11/20/2025	PRINTED	000302	WAXIE SANITARY SUPPLY	4,213.11			
182391	11/20/2025	PRINTED	001464	WE FIX PRINTERS.COM	6,054.15			
182392	11/20/2025	PRINTED	000361	WEST COAST SAND AND GRAVE	1,184.69			
182393	11/20/2025	PRINTED	002212	HD SUPPLY CONSTRUCTION	739.63			
182394	11/20/2025	PRINTED	000144	YAMADA CO INC	237.05			
	384 CHECKS			CASH ACCOUNT TOTAL	9,140,482.14	.00		

Report to Honorable Mayor and City Council

Tuesday, December 2, 2025, 5:00 PM

CONSENT 17.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Business License Revenue

Subject: CONSIDER AWARDING AND APPROVING A CONTRACT SERVICES AGREEMENT WITH GPP ANALYTICS INC. FOR PIPELINE FRANCHISE AUDIT, COMPLIANCE AND REVENUE RECOVERY SERVICES (CITY COUNCIL)

I. SUMMARY

This item recommends that the City Council award a Contract Services Agreement (Agreement) to GPP Analytics Inc. for pipeline franchise audit, compliance, and revenue recovery services. Pursuant to a competitive proposal process. The proposed Agreement is for a five-year term beginning December 15, 2025, and ending December 15, 2030, (unless terminated earlier in accordance with the termination provisions of the Agreement).

Approval of the recommendation (Recommendation Item 1-2, below) would approve the proposed Contract Services Agreement with GPP Analytics Inc. for pipeline franchise audit, compliance and revenue recovery services at a total not-to-exceed amount of $77,300 (see Exhibit No. 3).

On October 01, 2025, City staff issued a Request for Proposal (RFP) for pipeline franchise audit, compliance and revenue recovery services. Two proposals were received and evaluated. Based on the scoring criteria set forth in the RFP (Exhibit No. 1) pursuant to CMC 2611 (c) (Professional Services Procurement), GPP Analytics Inc. was identified as the highest-ranking proposer. Staff now recommends awarding the new five-year Agreement to GPP Analytics.

II. RECOMMENDATION

TAKE the following action:

1. APPROVE the proposed Contract Services Agreement with GPP Analytics Inc. for pipeline franchise audit, compliance and revenue recovery services for a five-year term, for a not-to-exceed Contract Sum of $77,300. (Exhibit No. 3; the agreement): and
2. AUTHORIZE the Mayor to execute the Agreement following approval as to form by the City Attorney.

III. ALTERNATIVES

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

IV. BACKGROUND

On October 1, 2025, City staff issued a Request for Proposals (RFP) for pipeline franchise audit, compliance and revenue recovery services. Two proposals were received and evaluated by a staff panel based on the scoring criteria set forth in the RFP (Exhibit No. 1). The proposal from GPP Analytics Inc. (Exhibit No. 2) received the highest overall score. A summary of the average evaluation scores for both proposals is provided below.

- GPP Analytics Inc. – 87
- MR Solutions – 55

As outlined in their proposal and the proposed contract, GPP Analytics Inc. will work with the City of Carson to audit the franchise pipelines for compliance and revenue recovery.

Procurement Standard

Carson Municipal Code (CMC) Section 2611 (c) provides that the procurement of professional services shall be based on demonstrated competence, the professional qualifications necessary for satisfactory performance of the required services, and a fair and reasonable price, after notice to a number of potential offerors adequate to permit reasonable competition consistent with the nature and requirements of the procurement. The proposed services are professional services, so the award is required to be made in accordance with CMC Section 2611 (c). The proposed award of the contract to GPP Analytics Inc. is consistent with this procurement standard.

V. FISCAL IMPACT

The fiscal impact for the propose Agreement is $77,300 over the full 5-year contract period. Funding for this Agreement will be allocated from the Finance Department's annual budget for professional services, under account 101-60-640-101-6004.

VI. EXHIBITS

1. RFP 25-043
2. GPP Analytics Proposal
3. Pipiline Franchise Audit Agreement

Attachments

RFP 25-043.pdf
GPP Analytics Proposal.pdf
Pipeline Franchise Audit Agreement.pdf

CITY OF CARSON

NOTICE OF REQUEST FOR PROPOSALS (RFP): #25-043

Notice is hereby given that the Purchasing Manager is seeking proposals for:

PIPELINE FRANCHISE, AUDIT, COMPLIANCE, AND REVENUE RECOVERY SERVICES

ISSUE DATE:	**10/02/2025**
PRE-PROPOSAL MEETING:	**10/06/2025 at 10:00 AM**
Q&A DEADLINE:	**10/09/2025 by 10:00 AM**
RFP DEADLINE:	**10/23/2025 by 10:00 AM**

Register as a vendor and submit electronic responses via PlanetBids:

https://www.planetbids.com/portal/portal.cfm?CompanyID=32461.

No late responses will be accepted. Any response for this solicitation not submitted through PlanetBids is unauthorized and will be considered invalid. Any attempt to lobby members of the Carson City Council, or City of Carson staff during the release of the solicitation and the announcement of the award determination, may result in disqualification from the selection process.

To view other bidding opportunities from the City of Carson, please visit: https://ci.carson.ca.us/Finance/Bidding.aspx.

Josilla Togiola, Purchasing Manager

GPP Analytics
Government Performance & Policy

GPP Analytics Proposal Response for:

City of Carson, CA

PIPELINE FRANCHISE, AUDIT, COMPLIANCE, AND REVENUE RECOVERY SERVICES

RFP #25-043

October 23rd, 2025

GPP Analytics Inc.
info@gppanalytics.com

Cover Letter

Dear City of Carson,

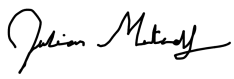
Thank you for the opportunity to submit our Proposal for the Pipeline Franchise, Audit, Compliance, and Revenue Recovery Services for the City of Carson.

GPP Analytics Inc. is a nimble and seasoned team exclusively supporting state and local governments, with our senior staff bringing a wealth of combined experience in internal control and compliance audits. Together, we bring decades of collective experience applying the Generally Accepted Government Auditing Standards (GAGAS) and the Institute of Internal Auditors (IIA) standards to various projects. These frameworks guide our evidence-based approach and ensure a thorough, objective assessment.

We welcome the opportunity to discuss any aspect of our qualifications or approach and look forward to the possibility of contributing to City of Carson's continued success. Thank you for your consideration.

If you have any questions, please feel free to contact me directly at (415) 290-1032 or by email at jmetcalf@gppanalytics.com.

Sincerely,



Julian Metcalf, Chief Executive Officer
GPP Analytics Inc.
2478 Tierra Dr. Los Osos, CA 93402
(415) 290-1032 mobile
jmetcalf@gppanalytics.com

GPP Analytics
Government Performance & Policy

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Subcontractor List 18

Proposer Qualifications

Firm Information

GPP Analytics Inc. is an S Corporation registered in California
Headquarter Address: 2478 Tierra Drive, Los Osos, CA 93402
Year Founded: 2022
Phone: (415) 290-1032
Email: info@gppanalytics.com
Small Business Certifications: L.A. County Metropolitan Authority (METRO) as a Small Business Enterprise (SBE), Certification Number 9988 (verified on LA RAMP)
Employer Identification Number (EIN): 920625364

About GPP Analytics

GPP Analytics Inc. was founded in California in 2022 to help local governments solve complex problems, improve operations, reduce risks, and deliver effective services to their communities. We are a focused and nimble team of experienced and dedicated auditors, analysts, and local government experts. Our team is dedicated solely to helping governments and combined we have several decades of experience to draw from in providing management audit services similar in size and scope to that requested by City of Carson.

Our Services

We work exclusively with government agencies to help them understand and analyze operational effectiveness, providing a broad range of analytical services in that pursuit. Our core services include performance audits, operational audits, investigations of fraud, waste, and abuse, compliance audits, and advisory or consulting engagements. We integrate both traditional audit techniques, such as site visits, staff interviews, and document reviews and advanced analytics, including data analytics and machine learning for continuous monitoring. This balanced approach allows us to uncover key information in real time, identify broader trends, and address risk more effectively.

Key Staff and Team

Our Team

We are nimble, senior-level team and can create capacity and flexibility as needed. Below we have provided an organizational chart of the team that will provide services to City of Carson. Our team consists of Project Manager Julian Metcalf, Senior Managers Ofu Iyok-Nfonsam, Eric Spivak, Emily Taron and subcontractor Marlin Brown. **Project Manager Julian Metcalf will be the primary contact for this engagement.**

Hybrid Firm Approach

Our decentralized model leverages senior-level expertise while minimizing overhead. Though we are located in multiple states (California, Oregon, and Texas), we emphasize in-person engagement where it adds the most value. At the same time, we maintain efficiency by conducting background analysis and data review remotely. This flexibility is cost-effective and responsive to the needs of each client engagement.



Staff Background



Julian Metcalf, MPA, CIA, CFE, Project Manager

Mr. Metcalf has served the San Francisco Budget and Legislative Analyst Office, the San Francisco Municipal Transportation Authority, the Santa Clara County Management Audit Division, he was a lead analyst at Moody's Investors Service, and has led numerous audits and studies for local governments. He brings a keen focus on enhancing transparency, effectiveness, and financial clarity in the public sector.



Ofu D. Iyok-Nfonsam, CPA, MBA, Senior Manager
Ms. Iyok-Nfonsam is a licensed CPA with over 19 years of experience in compliance, performance, and management audits across diverse sectors. She is recognized for her expertise in Sarbanes-Oxley (SOX) and Financial Instruments and Exchange Act (J-SOX) compliance. Ms. Iyok-Nfonsam has led significant projects for large companies, enhancing internal controls and risk management. At GPP Analytics, she continues to deliver audit services for government entities, including counties, cities, and other governmental agencies.



Eric Spivak, CIA, CGAP, CRMA, MPA, Senior Manager
Mr. Spivak has 30 years serving state and local governments in comprehensive expertise in compliance audits, performance audits, program audits, management audits, and special studies for government entities. With vast experience in the public sector, local government management, consulting, training, and analytical roles, he has led significant projects for counties, cities, and other governmental agencies.



Emily Taron, PMP, Senior Manager
Emily is an expert at project delivery and breaking down complex processes into understandable parts. She developed these skills in the corporate sector, and she now applies them to local and state governments. Some examples of her prior experience include managing compliance audits for Fortune 500 companies, developing procedures for large-scale information systems, and training teams and clients on various federal compliance requirements.



Marlin Brown CPL, Professional Landman Subconsultant
Marlin Brown is a distinguished Land professional with more than four decades of experience encompassing exploration, acquisitions, and operations across multiple U.S. regions. He has directed land departments, managed independent ventures, and developed recognized expertise in royalty reduction, due diligence, and brokering producing property transactions. A Certified Professional Landman and long-standing member of the AAPL, Marlin has contributed extensively to professional standards, education, and industry publications throughout his career.

Julian Metcalf, MPA, CIA, CFE, Chief Executive Officer

Experience

Finance and Government Operations

- Independent Audit of City of Berkeley Payroll Audit Division, City of Berkeley City Auditor's Office
- Construction Contract Change Order Audit, San Francisco Bay Area Rapid Transit Agency Office of Inspector General
- Animal Care Services Division, Performance Audit, City of Sacramento City Auditor's Office
- Expenditure Audit of Agreement, Monterey County Auditor-Controller's Office
- Performance Audit Port of Richmond, City of Richmond CA
- Los Angeles Metro Audit Streamlining Study, Office of the Inspector General
- FEMA Public Assistance Closeout, State of Utah Department of Emergency Management
- Federal Funds Spending Audit, State of Utah Board of Education
- Incorporation Study for the Los Osos Community Services District
- Fee Study, City of Oxnard CA
- Hiring Compliance Study, Regional Transportation District, Denver, CO
- Audit of Tax and Fee Collection Processes and Information Sharing, City of Los Angeles
- Management Audit of Claims Unit, City of Los Angeles
- Management audit of Procurement Process, County of Santa Clara
- Special Study of Analysis of Small Business Displacement, City and County of San Francisco
- Management audit of Information Services Department, County of Santa Clara
- Annual Review of Mayor's Proposed $13 billion budget for the City and County of San Francisco
- Annual Review of County Executive's Proposed $11.5 billion budget for the County of Santa Clara
- Monitoring and analysis of a $43 billion portfolio of local government bond ratings at Moody's Investors Service
- Assessed the financial and economic condition, governance, and debt portfolio of hundreds of cities, counties, school districts, and enterprise districts across the western states for Moody's Investors Service

Public Safety and Justice

- Management Audit of Sheriff's Custody Bureau, County of Santa Clara
- Management Audit Los Altos Hills County Fire District, County of Santa Clara
- Audit of the Implementation of Recommendations for Custody Improvement, County of Santa Clara
- Management Audit of the Juvenile Probation William F. James Ranch Facility, County of Santa Clara

Building, Planning, Public Works, and Transportation

- Special Study of Santa Clara County Property Owned and Leased by the General Fund and Roads and Airports Departments, County of Santa Clara
- Performance Audit Evaluating the Assessment and Collection of Wastewater Fees, Sacramento Regional County Sanitation District
- Policy Analysis of Vehicle Telematics for City Vehicles, City and County of San Francisco
- Policy Analysis of Vehicle Telematics for City Vehicles Update, City and County of San Francisco
- Policy Analysis of Public Art Programs, City and County of San Francisco
- Policy Analysis of Construction Noticing, City and County of San Francisco

Health and Social Services

- Management Audit of In-Home Supportive Services program, County of Santa Clara
- Management audit of Valley Health Plan, County of Santa Clara
- Special Study of In-Home Care for Seniors, City and County of San Francisco

Litigation Support/Expert Witness

- Analysis of City of San Luis Obispo's financial condition, financial and economic resiliency, and capital planning and budgeting practices
- Analysis of City of Phoenix's financial condition and budgeting practices
- Analysis of County of San Luis Obispo's financial condition and budgeting practices

Professional History

GPP Analytics Inc., Chief Executive Officer, 2022 - Present
Harvey M. Rose Associates, LLC, Principal Analyst, 2017 - 2022
San Francisco Municipal Transportation Agency, IT Business Operations Manager, 2016-2017
Harvey M. Rose Associates, LLC, Principal Analyst, 2014 - 2016
Moody's Investors Service, San Francisco, CA, Analyst, 2010-2014
Empire State Development Corporation, New York, NY, Graduate Intern, 2009-2010
GCA Strategies, San Francisco, CA, Analyst, 2007-2008
UC Berkeley, Berkeley CA, Staff Research Associate, 2006-2007

Education

Master of Public Administration (MPA) Public and Nonprofit Management and Policy, New York University, Wagner Graduate School of Public Service, 2010
Bachelor of Arts in Geography, San Francisco State University, 2006

Professional Certifications

Certified Internal Auditor (CIA), Institute of Internal Auditors
Certified Fraud Examiner (CFE), Association of Certified Fraud Examiners
Tableau Desktop Specialist, Tableau Software
Information Technology Infrastructure Library (ITIL) Foundation, AXELOS Global Best Practice

Professional Affiliations

Institute of Internal Auditors, Chapter President; Association of Local Government Auditors, Strategy Committee; Association of Certified Fraud Examiners, Chapter Board Member.

Recent Presentations & Publications

- Aligning Auditees' and Auditors' Goals: Collaboration balanced with objectivity and independence can produce better audit results faster and with more buy-in, Western District Conference, Institute of Internal Auditors, May 22, 2025
- Training Session, City of Sacramento's City Auditor's Office, January 21, 2025

Eric Spivak, CIA, CGAP, CRMA, Senior Manager

Experience

Finance and Government Operations

- Independent Audit of City of Berkeley Payroll Audit Division, City of Berkeley City Auditor's Office
- Construction Contract Change Order Audit, San Francisco Bay Area Rapid Transit Agency Office of Inspector General
- Animal Care Services Division, Performance Audit, City of Sacramento City Auditor's Office
- FEMA Public Assistance Closeout, State of Utah Department of Emergency Management
- Federal Funds Spending Audit, State of Utah Board of Education
- Los Angeles Metro Audit Streamlining Study, Office of the Inspector General
- Expenditure Audit of Agreement, Monterey County Auditor-Controller's Office
- Managed Jackson County's Application for FEMA Assistance
- Expenditure Audit of Agreement, Monterey County Auditor-Controller's Office
- Audit of Finance and Treasury Functions, Jackson County, OR
- Audit of Collection of Funds for and from Other Jurisdictions, County of Jackson, OR
- Audit of Compliance with Federal Awards (Single Audit), Jackson County, OR
- Audit of Performance Measurement Program, Jackson County, OR
- Special Study of Marijuana Grow Sites Impact on County Operations, Jackson County, OR
- Management Audit of HR Recruitment Processes, Jackson County, OR
- Managed Jackson County's Use of COVID-19 CARES Act Funding
- Financial Compliance Audits of several Ohio municipalities
- Risk Assessment and Cash Control Audit of Vendor Operations, Metro Gov, Oregon
- Citywide Benchmarking Study, Spokane, WA

Public Safety and Justice

- Jail Demographic Study, Jackson County, OR
- Management Audit of Search and Rescue Program, Jackson County, OR
- Audit of Civil Records Division, Jackson County, OR
- Management Audit of Juvenile Justice Program, Jackson County, OR
- Audit of Alaska Department of Corrections Prison Construction Project, Anchorage, AK
- Management Audits of Multiple Arizona County Juvenile Probation Offices
- Training Program Evaluation, Adult Probation Department, Maricopa County, AZ
- Special Study of Patrol Staffing, Sheriff's Office, Jackson County, OR
- Audit of Property Room Internal Controls, Sheriff's Office, Jackson County, OR
- Service Providers Compliance Audit, Juvenile Justice Program, Jackson County, OR

Building, Planning, Public Works, and Transportation

- Management Audit, Planning Department, Jackson County, OR
- Management Audit, Code Enforcement Program, Jackson County, OR
- Internal Controls Audit of Building Department Permit Fee Collections, City of Atherton
- Audit of Passenger Facilities Charge Collection and Use, Rogue Valley International Airport
- Internal Controls Audit of Parking Revenue, Rogue Valley International Airport

Health and Social Services

- Management Audit of Community Partners Grant Program, Jackson County, OR
- Contract Compliance Audit of Jail Healthcare Provider, Jackson County, OR
- Management Audit of Developmental Disabilities Program, Jackson County, OR

- Special Study of Restaurant Inspection Fees System
- Process Improvement Study, Riverview Medical Center, Red Bank, NJ
- Performance Audit of Arizona Foster Care Review Program, Phoenix, AZ

Miscellaneous Government Operations

- Management Audit of Assessor's Office, Jackson County, OR
- Risk Assessment and Internal Control Audit, Washington State Dept. of Financial Institutions
- Management Audit of Municipal Golf Operations, Tempe, AZ

Utility Audits

- Affiliate Transactions Audit, San Diego Gas and Electric
- Affiliate Transactions Audit, Southern California Gas
- Original Cost of Plant Audit, Commonwealth Edison, Chicago, IL
- Sarbanes-Oxley Audit, Chugach Electric Association, Anchorage, AK

Professional History

GPP Analytics Inc., Senior Manager, 2023 - Present
Jackson County, Medford, OR, County Auditor, 2013 - 2023
Self-employed, Cincinnati, Freelance Auditor, OH 2010-2013
Office of the National Public Auditor, Federated States of Micronesia, Audit Mgr., 2009-2010
Self-employed, Salem, OR, Freelance Auditor, 2005-2010
City of Scottsdale, Scottsdale, AZ, 2001-2005, Internal Auditor
Administrative Office of the Courts, Phoenix, AZ, 1998-2005, Compliance and Program Auditor
Self-employed, Tempe, AZ, freelance auditor, 1995-1998
Office of the Auditor General, Phoenix, AZ, Performance Auditor, 1994-1995

Education

Master of Public Administration (MPA) Program Evaluation and Policy Analysis, Arizona State University, School of Public Affairs, 1994
Bachelor of Arts in Political Science, Arizona State University, 1990

Professional Certifications

Certified Internal Auditor (CIA), Institute of Internal Auditors
Certified Government Auditing Professional, Institute of Internal Auditors
Certification in Risk Management Assurance, Institute of Internal Auditors

Recent Publications and Presentations

- Aligning Auditees' and Auditors' Goals: Collaboration balanced with objectivity and independence can produce better audit results faster and with more buy-in, Western District Conference, Institute of Internal Auditors, May 22, 2025
- *Cognitive* Bias and Its Impact on Decision Making, Association of Local Government Auditors Annual Conference, May 2, 2022

Ofu D. Iyok-Nfonsam, CPA, MBA, Senior Manager

Audit Experience

- Independent Audit of City of Berkeley Payroll Audit Division, City of Berkeley City Auditor's Office
- Construction Contract Change Order Audit, San Francisco Bay Area Rapid Transit Agency Office of Inspector General
- Animal Care Services Division, Performance Audit, City of Sacramento City Auditor's Office
- Los Angeles Metro Audit Streamlining Study, Office of the Inspector General
- Expenditure Audit of Agreement, Monterey County Auditor-Controller's Office
- FEMA Public Assistance Closeout, State of Utah Department of Emergency Management
- Federal Funds Spending Audit, State of Utah Board of Education
- Construction Contract Change Order Audit, San Francisco Bay Area Rapid Transit Agency
- Fee Study, City of Oxnard CA
- Managed SOX projects and coordinated with external auditors to ensure compliance.
- Provided comprehensive recommendations to mitigate risks and enhance governance.
- Led Ernst & Young audit engagements, including planning, risk assessment, control analysis, and testing.
- Enhanced SOX compliance for publicly traded companies, identifying control weaknesses and areas for improvement.
- Managed financial statement and internal control audits for companies with assets ranging from $3.2 billion to $20 billion.
- Directed and mentored audit teams, ensuring the successful execution and profitability of projects.
- Conducted financial statement audits for publicly traded asset management companies, including mutual funds and private equities.
- Coordinated day-to-day work for staff auditors and supervised training for over 20 associates.

Professional History

GPP Analytics Inc, Auditor, 2024 - Present
Freelance, Independent Internal Audit Consultant, 2014 – 2024
Ernst & Young LLP, Audit Manager, 2011 – 2014
Ernst & Young LLP, Audit Senior Associate, 2008 – 2011
Ernst & Young LLP, Consulting Senior Associate, 2008
Ernst & Young LLP, Audit Associate 2006 – 2008

Education

Master of Business Administration (M.B.A.) in Information Technology Management, State University of New York, Albany NY, 2006
Bachelor of Science (B.Sc.) in Accounting, Minnesota State University, Mankato MN, 2003 (Minor in Business Administration and Computer Technology)

Emily Taron, PMP, Senior Manager

Ms. Taron is an expert at project delivery and breaking down complex processes into understandable parts. She developed these skills in the corporate sector, and she now applies them to local and state governments. Some examples of her prior experience include managing compliance audits for Fortune 500 companies, developing procedures for large-scale information systems, and training teams and clients on various federal compliance requirements.

Compliance Audits and Reviews

- Managed high profile data intensive I-9 compliance projects for key Fortune 500 clients.
- Managed reoccurring reporting and analysis for internal and external clients.
- Worked with clients to develop individual Immigration Policies.
- Trained and managed teams of 10+ project staff to participate in high profile special projects.
- Led quarterly governance meeting with executive leadership, partners, department leads and other stakeholders to ensure harmonization.
- Reviewed and monitored contracts to ensure service delivery aligned with terms.

Enterprise Systems

- Reviewed and monitored internal policies and procedures of accounts.
- Developed and established firm-wide program for client onboarding and offboarding services.
- Served as business expert to develop automation bots, optimizing efficiency.
- Configured client accounts and system environments to align with business requirements, ensuring accurate data integration and secure access controls.
- Coordinated data migration and validation activities, ensuring accuracy and compliance with standards.
- Developed detailed process documents and operations manuals for managing clients.

Project Management

- Developed and maintained project plans from project initiation to closeout, ensuring deliverables were met and projects completed.
- Worked closely with leadership to coordinate resources to ensure needs are addressed.
- Analyzed weekly/monthly/quarterly reporting and provided relevant information stakeholders

Professional History

GPP Analytics Inc., Senior Manager, 2025 - Present
Berry, Appleman, & Leiden, Senior Manager, 2017-2025
Art.com, Account Manager, Strategic Partnerships 2014-2017
Berry, Appleman, & Leiden, Manager, Client Services Manager 2010-2014
American Corporate Partners, Operations Associate & Corporate Liaison, 2008-2010
The Department of State, Intern 2008

Education

Bachelor of Arts in International Relations, Cum Laude Honors, San Francisco State University, 2008

Professional Certifications

Project Management Professional (PMP), Project Management Institute, 2019
Forrester Mastering Customer Experience (CX), 2023

Marlin K. Brown, CPL, Professional Landman Subconsultant

Marlin Brown is a seasoned Land professional with over four decades of experience spanning exploration, acquisitions, and operations across multiple U.S. regions. He brings extensive experience in due diligence for producing property acquisitions, contract negotiation, and resolution of operational challenges. His expertise includes pipeline right-of-way and franchise agreements, eminent domain proceedings, and serving as an expert witness in oil and gas disputes. He has also managed surface real estate development projects in active and former oil fields.

Selected Professional History

- Bugle Group, an oil & gas operations and oil property brokerage firm, Owner, 1996-Present
- Saba Petroleum, Incl, COO and Acquisitions Manager, 1995-1996
- Bugle Group, an oil & gas operations and oil property brokerage firm, Operator, 1990-1995
- Mobil Oil Corporation, Senior Land Negotiator 1980-1989
- Amoco Production Company, Landman 1980-1982
- Ei-Fel Energy, Landman, 1977-1978

Professional Certifications, Associations, and Leadership Roles

Member, American Association of Professional Landmen (AAPL), San Antonio Association of Professional Landmen, Since 1979
Certified Professional Landman (CPL), Since 1985
Director, Member, Board of Directors, AAPL, Region VII, 1990-1991
Chairman, AAPL Certification Committee, 1988-1989

Education

Master of Arts, University of Texas at San Antionio, 1977
Bachelor of Arts, University of Texas at Austin, 1972

Project Understanding

We understand that the City seeks a consultant to provide comprehensive revenue recovery and compliance services related to pipeline franchise and abandoned pipeline fees. The project requires a full audit and reconciliation of franchise fee payments, identification of unpermitted operators, and assessment of abandoned pipelines to ensure compliance with City code and recovery of unpaid revenues. Our approach will include thorough data analysis, operator outreach, documentation of findings, and close coordination with City departments to support accurate reporting, fee collection, and ongoing compliance oversight.

Project Approach and Work Plan

The City seeks a comprehensive pipeline franchise fee audit, compliance, and revenue recovery services, including (1) audit/reconciliation and recovery from current and former franchisees, (2) identification of unpermitted operators, and (3) abandoned pipeline compliance and fee recovery, with monthly and final briefings as tangible work products. Our approach below is structured to deliver precisely what the RFP stipulates and in the formats the City requires.

Phase	Duration (cumulative)	Key Milestones / Outputs
0. Mobilization & Planning	Weeks 1–3	Kickoff and data access; risk register; Project Plan & Reporting Templates delivered for City approval
1. Franchise Fee Audit & Recovery	Weeks 3–18	Reconciliation model built; preliminary findings; operator meetings; recovery actions begin
2. Unpermitted Operator Identification (MRS/CDD-integrated)	Weeks 4–20	Baseline from MRS/CDD maps; delta overlay and candidate list; targeted validation; outreach and onboarding
3. Abandoned Pipeline Compliance & Recovery	Weeks 6–24	Abandonment evidence files; responsible party identified; fee determinations and recovery
4. Reporting & Close-Out	Monthly; Week 24	Monthly Briefings; Final Briefing (maps, spreadsheets, collections summary)

Phase 0: Mobilization & Planning (Weeks 1–3)

In this phase, we will establish governance, communication, and security protocols; finalize reporting formats; confirm data sources; and sequence the three service tracks: franchise fee audit and recovery, identification of unpermitted operators, and abandoned-pipeline compliance and fee recovery.

1. **Entrance Conference.** We will begin with a formal entrance conference to establish communication protocols, introduce the project team, and clarify scope and cadence; we will confirm a single City Contract Officer, legal and Finance points of contact, and the meeting schedule.

2. **Data Access:** We will receive and inventory GIS pipeline layers, franchise agreements, and historic payment records; we will verify completeness and create a Data Inventory & Chain of Custody log. We will receive and review results from third-party mapping (MRS).
3. **Reporting templates.** We will provide Monthly and Final briefing templates, one-page narrative plus status tables and spreadsheets, as the City requested the consultant to propose the format.

Phase 1: Pipeline Franchise Fee Audit and Recovery (Weeks 3–18)

In this phase, we will reconcile payments from current and former franchisees to contract terms and City records, identify underpayments, document basis, and support recovery.

1. **Agreement abstracting and control points.** We will abstract each of the ~30 active agreements and known predecessors, fee basis, rates and escalators, effective/expiration dates, amendments, and special conditions, into a structured model and reference document that will be used as the authoritative reference for reconciliation.

2. **Payment reconciliation and variance analysis.** We will construct an operator-by-operator reconciliation workbook tying City receipts to each agreement's fee formula; we will compute expected versus actual payments and generate traceable variance schedules.

3. **Evidence development and quality review.** We will test calculations, agree inputs to source records, cross-foot totals, and apply supervisory and engagement-quality reviews.

4. **Operator engagement and collections support.** With City approval, we will present findings to operators and support negotiation and collection consistent with franchise terms and City code; we will coordinate with Finance on billing and payment plans and maintain a correspondence and collections log.

At the conclusion of this phase, we will summarize the findings by operator and period with amounts owed and evidence references, provide a correspondence log, and recovery status and amounts collected.

Phase 2: Identification of Unpermitted Pipeline Operators (Weeks 4–20)

During this phase, we will use MRS/CDD mapping as the authoritative baseline, validate mismatches, and drive outreach and onboarding so operators obtain the required franchise agreements under the Municipal Code.

1. **Data-sharing and governance.** We will establish a single source of truth by ingesting MRS's current geospatial data for the City and the Community Development Department (CDD) planner's map layers. In addition, we will agree on schema, metadata (date, scale, accuracy), and change-control so every feature is traceable to a specific version. We will hold a weekly sync with MRS/CDD to keep edits current and prevent duplicate field work.

2. **Delta analysis and candidate list.** Rather than remapping, we will perform a delta overlay: MRS, CDD assets vs. the City's franchise roster. We will flag assets with no matching franchise, conflicting ownership, or ambiguous jurisdiction and each candidate will receive a confidence score and evidence bundle (map tile, attribute printout, and cross-reference).

3. **Targeted validation.** We will reserve field checks for conflict areas only (boundary crossings, ownership disputes, or missing as-builts). This aligns with the RFP's allowance for possible field research while minimizing cost.

4. **Outreach and onboarding.** Using the validated candidate list, we will prepare evidence packets and contact operators; negotiations and compliance will be tethered to franchise terms and City code; we will coordinate with Legal, Public Works, Finance, and GIS to complete franchise onboarding.

At the conclusion of this phase, we will provide a Final Briefing that packages (a) the approved MRS/CDD map as baseline, (b) a delta map and table of unpermitted/uncertain assets, and (c) a compliance log showing operator, estimated fees, contact history, and status.

Phase 3: Abandoned Pipeline Compliance & Fee Recovery (Weeks 6–24)

During this phase, we will identify abandoned pipelines, determine abandonment dates and responsible parties (including predecessors), and recover applicable fees.

1. **Research and identification.** We will analyze federal, state, and local mapping with City GIS to locate suspected abandoned segments and reconcile to historical franchise or right-of-way records.
2. **Evidence files.** For each candidate, we will compile an abandonment file (including maps, dates, ownership chain, photos/field notes where appropriate) that documents the basis for fees.
3. **Fee computation and notice.** We will compute obligations under City requirements, issue City-approved notices, and meet (in-person or remote depending on needs) with responsible parties to resolve payment**.**
4. **Recovery tracking.** We will track notices, invoices, receipts, and any payment plans in a collections log.

At the conclusion of this phase, we will provide Monthly/Final spreadsheets documenting compliance status, amounts owed, dates contacted, correspondence, and collection outcomes.

Reporting Cadence and Formats

Monthly Briefings. Each month, we will provide a one-page narrative on progress, risks, and next steps; we will attach status spreadsheets (ex. Audit/Recovery log (operator, period, variance type, amount owed/collected, bill number, contact dates, status) and Abandoned-lines log including segment ID, evidence summary, responsible party, billed/collected), correspondence logs, reconciliation schedules, and maps will be appended as needed. This fulfills the Monthly and Final Briefings specified in the Deliverables Table.

Final Briefing. We will deliver a consolidated final package with an executive summary, geospatial exhibits for unpermitted and abandoned assets, operator-level reconciliation schedules, and a collections summary. In addition, editable spreadsheets and map layers will be provided for City use.

Communications & Governance

- **Standing meetings.** Bi-weekly working sessions with the City PM.
- **Ad-hoc technical meetings.** With Finance, GIS, Legal, CDD, and if appropriate MRS.
- **Escalations**. A concise issues log with owner and aging, material risks surfaced promptly under a "no-surprises" rule.
- **Operator meetings.** We will prepare agendas and packets, the City will participate if legal/code interpretations or settlement terms are in question, with negotiations focused on franchise terms and City code.
- **Records & confidentiality.** Workpapers will be retained to City standards. Work not deemed satisfactory will be revised without additional charge until accepted.

Assumptions and City Inputs

The following will be provided by the City to enable successful completion of the audit task:

- Data access to payment records and franchise agreements
- GIS layers
- MRS study results and geospatial data
- Copies of all known franchise agreements
- Letters of introduction from City to be used during outreach to operators
- City's legal representation for code interpretations if necessary

Optional Services (as requested)

Training for City staff on ongoing audit/compliance procedures and use of reconciliation and tracking tools, possible per the Addendum, extended collections/onboarding support beyond the six-month base period is available.

Subcontractor List

For this engagement, we will utilize sub consultant Marlin K. Brown, of the Bugle Group, an oil & gas operations and oil property brokerage firm. Marlin Brown is a seasoned Land professional with over four decades of experience spanning exploration, acquisitions, and operations across multiple U.S. regions. He has led land departments, managed independent ventures, and specializes in royalty reduction, due diligence, and brokering producing property transactions. A Certified Professional Landman and long-time member of the AAPL, Marlin has contributed to industry leadership, education, and publications throughout his career.

For this audit Mr. Brown will serve as a specialist adviser on land, right-of-way, franchise route verification, chain-of-title, abandonment determinations, and operator outreach support. His specialized knowledge will contribute to the following tasks.

1. Verify franchise routes and assets. Crosswalk franchise agreement exhibits to City GIS, historic plats, and recorded instruments to confirm asset location, status (active/idle), and franchise applicability; create an operator-asset registry supporting audit and collections.

2. Conduct chain-of-title/ownership research. Identify current and predecessor owners, assignments, and successorship relevant to unpaid fees and abandoned-line liabilities; provide supporting documentation for City legal review.

3. Support abandonment determinations. Compile evidence of abandonment dates, physical status, and responsible parties; prepare concise evidence packets to underpin billing for abandoned-pipeline fees.

4. Assist with unpermitted-operator identification. Reconcile easements and crossings against the City's franchise roster to flag suspected unpermitted operators and support outreach to obtain franchise agreements.

5. Participate in operator outreach/negotiations as a technical resource. Join City-led discussions to explain route/ownership evidence and fee computations; consistent with City direction, focus on franchise terms and City Code in any negotiation posture.

6. Provide expert input on right-of-way and condemnation issues if needed and help refine report templates for the monthly and final briefings (maps, correspondence logs, collection status).

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

GPP ANALYTICS INC.

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
GPP ANALYTICS INC.

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this ____ day of _____, 2025 by and between the CITY OF CARSON, a California municipal corporation ("City") and GPP ANALYTICS 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 **Seventy-Seven Thousand Three Hundred Dollars ($77,300) (**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; (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 five (5) 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:

Julian Metcalf	CEO
(Name)	(Title)

(Name)	(Title)
(Name)	(Title)

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

4.2 Status of Consultant.

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

4.3 Contract Officer.

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

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number,

compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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

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

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

(c) Automotive Insurance (Coverage Form ISO CA 00 01 including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability

insurance written on a per occurrence for bodily injury and property damage in an amount not less than $1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

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

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

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

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

5.2 General Insurance Requirements.

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

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

No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply

with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

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

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

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

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

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

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative,

arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

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

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

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

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

5.4 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A-" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk

Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

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

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of

ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions

concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

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

7.3 Retention of Funds.

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, Consultant may terminate this Agreement if and only if all of the following criteria are met: (i) City is in default under the terms of this Agreement; (ii) Consultant has given City thirty (30) days' written notice (or longer, if circumstances warrant) of the default and the reasons for the default; and (iii) City has failed to cure the default within said cure period. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of City's termination without cause pursuant to this Section, the City need not provide the Consultant 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 by the City therefor.

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
[pks; rjl]

CONSULTANT:

GPP ANALYTICS INC., a California corporation

By:_____
Name:
Title:

By:_____
Name:
Title:
Address: 2478 Tierra Dr.
Los Osos, CA 93402

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.

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services in accordance with its Proposal and as described below:

A. Pipeline Franchise Fee Audit and Recovery

1. Review and audit all fee payment records from current and former pipeline franchisees.

2. Reconcile franchisee payments against the City's franchise agreements and financial records.

3. Prepare findings identifying unpaid fees and provide supporting documentation acceptable to the City.

4. Contact all pipeline operator companies with unpaid fees, present findings, and pursue resolution.

5. Meet with pipeline operators to discuss audit findings and negotiate payment of unpaid fees.

6. Coordinate with the City's Finance Department to pursue recovery and collection of unpaid debts and fees.

B. Identification of Unpermitted Pipeline Operators

1. Investigate and identify companies operating pipelines within the City limits without a valid franchise agreement.

2. Affirmatively contact and work with noncompliant pipeline operators to achieve full compliance with the City of Carson Municipal Code compliance and obtain franchise agreements as required.

C. Abandoned Pipeline Compliance and Fee Recovery

1. Research and analyze federal, state, and local pipeline maps to identify pipelines abandoned within City.

2. Determine abandonment dates and responsible operators (current or predecessor owners).

3. Provide documentation establishing abandonment status and related fee obligations.

4. Meet with operators who owe abandonment fees to discuss findings, compliance requirements, and payment resolution.

5. In coordination with the City, pursue recovery and collection of unpaid abandonment fees.

II. As part of the Services, City will be responsible for providing the following to Consultant:

A. Data access to payment records and franchise agreements.

B. GIS layers.

C. MRS study results and geospatial data.

D. Copies of all known franchise agreements.

E. Letters of introduction from City to be used during outreach to operators.

F. City's legal representation for code interpretations if necessary.

G. Escalations – a concise issues log with owner and aging, material risks surfaced promptly under a "no-surprise" rule.

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

A. Monthly and Final Briefings for Pipeline Audit Fee Recovery efforts, including spreadsheets detailing bill collection status, operators, amounts owed, dates contacted, correspondence, and collection status.

B. Final Briefing for New Franchisee identification efforts, including maps showing suspect pipeline locations and spreadsheets documenting operators estimated franchise fees, contact history, and collection status.

Monthly and Final Briefings for Abandoned Pipeline Compliance and Fee Recovery efforts, including spreadsheets detailing code compliance status, bill collection status, amounts owed, dates contacted, correspondence, and collection outcomes.

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

A. Standing Meetings – Bi-weekly working sessions with the City Project Manager.

B. Ad-Hoc Technical Meetings with Finance, GIS, Legal, CDD, and if appropriate MRS.

C. Monthly Briefings – Each month Consultant will provide a one-page narrative on progress, risks, and next steps consisting of status spreadsheets and abandoned-line logs, correspondence logs, reconciliation schedules, and maps.

D. Operator meetings – Consultant will prepare agendas and packets, and the City will participate if legal/code interpretations or settlement terms are in question, with negotiations focused on franchise terms and City code.

E. Final Briefing – Consultant will deliver a consolidated final package with an executive summary, geospatial exhibits for unpermitted and abandoned assets, operator-level reconciliation schedules, and a collections summary in addition to editable spreadsheets and map lawyers provided for City use.

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. Julian Metcalf, MPA, CIA, CFE, Project Manager

B. Eric Spivak, MPA, CIA, CGAP, CRMA, Senior Manager

C. Ofu Nfonsam, CPA, Senior Manager

D. Emily Taron, PMP, Senior Manager

E. Marlin Brown, CLP, Professional Landman Subconsultant

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

[N/A]

EXHIBIT "C"
SCHEDULE OF COMPENSATION

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

Line Item	Description	Unit	Quantity (Est.)	Unit Cost ($)
1	Pipeline Franchise Fee Audit and Recovery – Initial audit of franchisee payment records, reconciliation, findings, operator meetings, and recovery coordination	Lump Sum	1	$35,600
2	Identification of Unpermitted Pipeline Operators – Investigation, outreach, compliance support, franchise agreements	Lump Sum	1	$18,600
3	Abandoned Pipeline Compliance and Fee Recovery – Mapping, analysis, operator identification, outreach, and recovery efforts	Lump Sum	1	$14,600
4	Monthly Progress Reports – Spreadsheets, briefings, correspondence logs (per month)	Each	1	$4,250
5	Final Reports and Briefings – Comprehensive report for all services, including maps, spreadsheets, and collections summary	Lump Sum	1	$4,250
6	Optional/Additional Services (as directed by City) – Hourly rate(s) for staff classifications (attach rate sheet)	Hourly Rate	As Needed	See role rate sheet
			TOTALS	
			Subtotal:	$77,300
			Sales Tax (if applicable)	N/A
			Grand Total:	$77,300

II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.

III. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for the Services shall not exceed $77,300 as provided in Section 2.1 of this Agreement.

V. The Consultant's billing rates for all personnel for optional services are attached as Exhibit C-1.

EXHIBIT C-1
BILLING RATES

Optional / Additional Service Rates:

Role	Rate per Hour
Project Manager	$200
Senior Manager	$180
Professional Landman Subconsultant	$180

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

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

Phase	Duration (cumulative)	Key Milestones / Outputs
0. Mobilization & Planning	Weeks 1–3	Kickoff and data access; risk register; Project Plan & Reporting Templates delivered for City approval
1. Franchise Fee Audit & Recovery	Weeks 3–18	Reconciliation model built; preliminary findings; operator meetings; recovery actions begin
2. Unpermitted Operator Identification (MRS/CDD-integrated)	Weeks 4–20	Baseline from MRS/CDD maps; delta overlay and candidate list; targeted validation; outreach and onboarding
3. Abandoned Pipeline Compliance & Recovery	Weeks 6–24	Abandonment evidence files; responsible party identified; fee determinations and recovery
4. Reporting & Close-Out	Monthly; Week 24	Monthly Briefings; Final Briefing (maps, spreadsheets, collections summary)

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

A. Phase 0: Mobilization & Planning (Weeks 1-3)

1. Entrance Conference

2. Data Access

Deliverable: Reporting Templates – monthly and final briefing templates, one-page narrative plus status tables and spreadsheets.

B. Phase 1: Pipeline Franchise Fee Audit and Recovery (Weeks 3-18)

1. Agreement abstracting and control points

2. Payment reconciliation and variance analysis

3. Evidence development and quality review

4. Operator engagement and collections support

Deliverable: Summary of findings by operator and period with amounts owed and evidence references, provide a correspondence log, and recovery status and amounts collected.

C. Phase 2: Identification of Unpermitted Pipeline Operators (Weeks 4-20)

1. Data-sharing and governance

2. Delta analysis and candidate list

3. Targeted validation

4. Outreach and onboarding

Deliverable: Final briefing that packages the approved MRS/CDD map as baseline, a delta map and table of unpermitted/uncertain assets, and a compliance log showing operator, estimated fees, contact history, and status

D. Phase 3: Abandoned Pipeline Compliance & Fee Recovery (Weeks 6-24)

1. Research and identification

2. Evidence files

3. Fee computation and notice

4. Recovery tracking

E. Deliverable: Monthly/Final spreadsheets documenting compliance status, amounts owed, dates contacted, correspondence, and collection outcomes.

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

Report to Honorable Mayor and City Council

Tuesday, December 2, 2025, 5:00 PM

CONSENT 18.

To: Honorable Mayor and City Council

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

Subject: CONSIDER THE MAYOR'S RECOMMENDATION TO APPOINT COUNCILWOMAN ARLEEN B. ROJAS AS A TRUSTEE TO THE BOARD OF TRUSTEES OF THE GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT FOR A TWO-YEAR TERM, EFFECTIVE AT NOON ON JANUARY 5, 2026 (CITY COUNCIL)

I. SUMMARY

This item is on the agenda at the request of Madame Mayor Lula Davis-Holmes and transmits the Mayor's recommendation to appoint Councilwoman Arleen B. Rojas as a Trustee for the Board of Trustees of the Greater Los Angeles County Vector Control District for a two-year term commencing at noon on January 5, 2026.

II. RECOMMENDATION

APPOINT Councilwoman Arleen B. Rojas as a Trustee for the Board of Trustees of the Greater Los Angeles County Vector Control District for a two-year term commencing at noon on January 5, 2026.

III. ALTERNATIVES

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

IV. BACKGROUND

This item is on the agenda at the request of Madame Mayor Lula Davis-Holmes and transmits the Mayor's recommendation to appoint Councilwoman Arleen B. Rojas as a Trustee for the Board of Trustees of the Greater Los Angeles County Vector Control District for a two-year term commencing at noon on January 5, 2026.

V. FISCAL IMPACT

There is no fiscal impact associacted with this item, as it pertains only the appointment process.

VI. EXHIBITS

None.

Report to Honorable Mayor and City Council

Tuesday, December 2, 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 met on November 6, 2025. The commissioners introduced themselves to Nathan Freeman, the Director of Community Development, who provided an overview of his professional background prior to joining the City of Carson. Marketing consultants from We the Creative presented to the commission. The commissioners reviewed, approved, and adopted a new mission statement, as well as updated the commission's bylaws. Additionally, the commission received a report on the Small Business Bus Tour to the Verizon Innovation Lab in Los Angeles.

Environmental Commission

The Environmental Commission met to review and discuss the City's environmental priorities, approve previous meeting minutes, and receive updates on sustainability initiatives. Staff shared information about upcoming programs, including the EV Charging Wallet Pilot, enhanced building code survey, and upcoming events. The commissioners discussed community engagement efforts, correspondence from the South Coast Air Quality Management District, and recent city events recognizing the Commission's achievements. The next meeting is scheduled for Wednesday, December 3, 2025, at 6:30 pm.

Public Works Commission

The Public Works Commission failed to achieve a quorum on November 10th and will resume in December.

Human Relations Commission

On November 19, 2025, the Human Relations Commission successfully held their regular monthly meeting. The Commissioners went over more preliminary planning items for the Rising Stars Conference. They also updated progress of and discussed other action items for The Food Pantry Ad Hoc Committee and were collecting more for November drop-off at the conclusion of their meeting. They will reconvene in December 17, 2025 for their monthly regular meeting.

Parks, Recreation, and Cultural Arts Commission

The Parks, Recreation, and Cultural Arts Commission (PRCAC) convened on Thursday, October 30, 2025- the fifth 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. The Park Maintenance and Recreation Superintendent provided a brief presentation outlining updates occurring at Anderson 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 will meet tomorrow Tuesday, November 25, 2025 at 11:00 a.m. There is no new business. We will be dark for our December 23, 2024 meeting and adjourn to January 27, 2026.

Public Safety Commission

The Public Safety Commission decided to go dark for both the months of November and December, they will resume their regular scheduled meetings on Thursday, January 15, 2026.

Senior Citizens Advisory Commission

See attachment included as Exhibit 2.

Veterans Affairs Commission

The Veterans Affairs Commission met on Monday, November 17. During the meeting, members discussed the Veterans Day celebration, established the 2026 Memorial Day Subcommittee, and received updates on the flag policy efforts. Commissioners continued to provide feedback on flag displays and etiquette, as well as general maintenance concerns at the parks to which they are assigned

Women's Issues Commission

In November, the Women's Issues Commission received an update on the California Convening of Commissions and Anniversary Celebration, highlighting continued regional collaboration and advocacy efforts. Commissioners advanced several key initiatives under unfinished business, including a wrap-up discussion of the 2025 Women's Health Conference, next steps for hosting a Parent Volunteer Appreciation Event, and continued review of data collected from the Women's Community Survey. The Commission also explored prospective project ideas for 2026, reinforcing its commitment to developing meaningful programs that uplift and address the evolving needs of women and families throughout the City of Carson.

Youth Commission

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

V. FISCAL IMPACT

There is no direct fiscal impact associated with this report.

VI. EXHIBITS

1. Planning Commission
2. Senior Citizens Advisory Commission

Attachments

Planning Commission

Senior Citizens Advisory Commission

Planning Commission
Report April - November 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

Planning Commission November 25, 2025

12. Site Plan and Design Review (DOR) No. 4-24

Applicant: Watson Land Company

Address: 2277 E. 220th Street

Request: Consider Site Plan and Design Review No. 4-24 for development of a 58,938 square foot Class A light industrial building and associated site improvements.

Action: _____

Senior Citizens Advisory Commission
Meeting Update – November 2025

The Senior Citizens Advisory Commission met on Monday, November 10, 2025, at the Carson Event Center. The meeting began with quorum confirmation, followed by the Pledge of Allegiance, roll call, approval of the November 10th agenda, and the minutes from October 13, 2025. Votes were recorded and noted.

INTRODUCTIONS / PRESENTATIONS

Monica TenHouten, Home Care Consultant - Home Instead

During her presentation, Ms. TenHouten provided an overview of her role as the community liaison, explaining that she collaborates closely with hospital case workers and case managers and participates actively in community outreach. She also outlined the services offered by Home Instead, noting that they provide non-medical support designed to enhance daily living, promote well-being, and enable seniors to age comfortably in their own homes.

WRITTEN COMMUNICATIONS AND REPORTS

Staff members shared details about ongoing and upcoming Carson programs and events including the Senior Holiday Luncheon to be held on Friday, 12/19/25, at the Carson Event Center.

PUBLIC ORAL COMMUNICATIONS FOR MATTERS NOT LISTED ON THE AGENDA

A member of the public visited the meeting to inquire about the return of a ukulele class that was discontinued during the pandemic. Staff will follow up on this matter.

CONCLUSION

Following oral communications by the commission and staff, the commission voted to go dark in December, followed by a vote to adjourn the meeting at 4:56 p.m., which carried unanimously. The next Senior Advisory Commission meeting is scheduled for Monday, January 12, 2025, at 4:00 pm at the Carson Event Center.

Report to Honorable Mayor and City Council

Tuesday, December 2, 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

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

COMMUNITY DEVELOPMENT
PROJECT STATUS REPORT
December 2, 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	Scheduled for Planning Commission 11/25/25
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 January 2026.

	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. Applicant preparing material for resubmittal.
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	KB Homes	336 E. Carson Street. Former applicant Anastasi Development. 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. New owner/Applicant has filed for a one-year extension of time application.
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	DOR 1959-24, TTM 1000008-24	21135 ½ Bolsa, Eight (individual) single-family residences (SFR)	Concurrence letter signed. Planning Commission scheduled for 12-9-25.
23	Vinfast	2009 East 223rd St. Vinfast electric car showroom, service center, and car storage for delivery to customers	Vacate 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 Specific Plan is under review. The preparation of the technical studies for the DEIR is underway.

	Name	Description	Status
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 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	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

	Name	Description	Status
		(Phases 3). Commercial (10,264 SF) and court area (30,663 SF) Phase 1: Ten (10) Indoor Courts Status: Built Commercial (10,264 SF) consists of office, retail, employee areas, podcast studio, athlete recovery rooms, and seating area for juice bar portion Status: Under construction Phase 2: 6,878 SF Clubhouse includes a restaurant Status: Approved Phase 3: Twenty-one (21) Outdoor Courts Status: Under Review	Status: Under Construction A temporary certificate of occupancy (TCO) was issued while awaiting completion of the second-floor space. Phase 2: 6,878 SF Clubhouse includes a restaurant has been approved by Planning for obtaining permits. Phase 3: Twenty-one (21) Outdoor Courts Status: 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

	Name	Description	Status
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
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

	Name	Description	Status
57	A Better Tomorrow	20630 Leapwood Ave., Unit F Existing: Multi-tenant Industrial Condo center. Proposed: Social Services Office replacing former office use	Complete
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. Next step: applicant work with Transtech Engineering and Engineering Services and for Final Map
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 work with Transtech Engineering and 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	Withdrawn

	Name	Description	Status
		System (testing); Proposed: CUP for storage of Bottled Hydrogen on site for intermittent testing process of new prototype Fuel Cell System (RSOC)	
72	Preapplication Review	1065 E. Walnut St., Existing: 143,640 SF warehouse; Proposed: Demolish the existing warehouse and 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.	Under Review
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	Under Review
77	2011 E Carson BESS	2011 E Carson St. Installation of new 368.64-Kilowatt BESS system.	Under Review
78	Lamberton Truck Yard	20915 Lamberton Avenue. Existing: Vacant Proposed: truck yard.	Under Review
79	CenterPoint	2850 E. Del Amo Blvd. Existing: 264,000-square-foot warehouse building Proposed: Redevelop 19.18 acre with a new 154,351-square-foot concrete tilt-up building and related site improvements.	Under Review
80	Phillips 66	1520 E. Sepulveda Blvd. Existing: Phillips 66 refinery Proposed: Diamond Gateway Project. Demolition, remediations, and redevelop 223-acre site with six (6) new tilt-up industrial buildings with ancillary office uses. Three of the proposed industrial buildings would include cross-docks. Specific Plan and EIR required.	Under Review
81	Avalon West	21243 Avalon Blvd. and 640 E. 213th St. Proposed: 157-unit condominium project (17 deed-restricted very low income HH units, and 140 market-rate units)	Under Review
82	North Carson Residences	1760, 1762, 1800 E. Glenn Curtiss St., 18701 Wilmington Ave., and 1815 University Dr. Existing: Business Park facilities Proposed: 396-unit multiple-	Under Review

	Name	Description	Status
		family development (356 market-rate townhomes and 40 affordable housing rental units)	
83	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.
84	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
85	Brownfields (Grants Under Review)	Transformative Climate Communities	Evaluating funding under this program for Carson
86	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
87	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.
88	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

	Name	Description	Status
			City's Housing Element certification. The implementation of the General Plan and the Housing Element are ongoing
89	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
90	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
91	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
92	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.
93	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.
94	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
95	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
96	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.
97	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

	Name	Description	Status
			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
98	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.
99	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
100	City of Carson	Commercial Façade Program for retail centers Citywide	Six Funding Agreements were approved in May 2024. Notable updates: • MBC Travel - New sign installation is complete. • Victoria Park Plaza - Structural plans for CJ Wings approved by Building & Safety. 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

	Name	Description	Status
101	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.
102	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.
103	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.

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

NOVEMBER 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.
- **Status as of November 20, 2025: The contract is being routed for signature**

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

which are industry standard. Staff anticipate that alternate compaction methods will cause an increase in cost and project schedule.

- Status as of January 22, 2024: No update
- Status as of February 15, 2024: Project is on hold. Phillips 66 confirmed on 11/16/2023 that they have no concerns with the use of vibration rollers above their pipelines. Torrance Logistics Company confirmed on February 12, 2024, that they have no concerns with the use of vibration rollers above their pipelines. Kinder Morgan is the only company left that expresses concerns with the use of vibration rollers above their pipelines. Staff met with Kinder Morgan on February 13, 2024, and expect an official response from Kinder Morgan by February 15, 2024.
- Status as of March 19, 2024: Ongoing construction. Cold milling started on March 18,2024. Asphalt pavement resurfacing is estimated to be complete by April 10,2024. Utility adjustment, traffic signal loop installation, and striping are expected to be complete by May 9,2024.
- Status as of April 24, 2024: Ongoing construction. The Contractor is currently adjusting utilities and will begin the first coat of striping on April 29, 2024. Estimated construction completion by May 31, 2024.
- Status as of May 20, 2024: Ongoing construction. Construction is 90% complete. Staff will be presenting a staff report to the City Council to request additional funding for added project scope. The estimated project completion date is June 2024.
- Status as of June 20, 2024**:** Ongoing construction including punch list items. Amendment No. 2 was approved at the June 18th City Council Meeting. Staff are moving forward with additional project scope. The estimated project completion date is July 2024.
- Status as of July 25, 2024: No update
- Status as of August 26, 2024: Contractor is working on punch list items. Permit application to Caltrans for sidewalk improvements within Caltrans Right of Way is being finalized by staff. The expected completion date is October 2024.
- Status as of October 30,2024: No update
- Status as of December 19, 2024: No update
- Status as of January 16, 2025: Caltrans requires civil plans for the improvements within Caltrans right-of-way to issue an encroachment permit. Project bid documents do not include civil plans. Staff are moving forward with construction punch list items. Estimated project completion is in March 2025.
- Status as of February 20, 2025: No update. The estimate project completion is March 2025, according to the previous update.
- Status as of March 20, 2025: Staff working with the contractor to close out the remaining punch list items. Staff will be creating a task order for ramp and sidewalk plans and specifications to get a permit within Caltrans right of way.
- Status as of April 21, 2025: Staff distributed a task order to request proposals for plans and specifications for concrete improvements within Caltrans right of way.
- Status as of May 22, 2025: Contractor completed punch list items on May 16th, 2025. Staff will review and document completed punch list items with City Inspector for final sign off. The remaining sidewalk adjacent to 405 freeway is part of Caltrans I-405 improvement project. Staff will discuss internally whether to hold off on sidewalk work adjacent to 405 freeway due to the scope being part of a Caltrans project.

- Status as of June 18, 2025: Sidewalk adjacent to 405 freeway is part of Caltrans I-405 improvement project. City Engineering Management to confirm that this area will not be included as part of the project.
- Status as of July 24, 2025: No update. Staff are working on closing out the project.
- Status as of August 20, 2025: No update. Staff are working on closing out the project.
- Status as of September 18, 2025: Pending fiscal year 25/26 purchase order to close out project invoice.
- Status as of October 23, 2025: Final invoice is being processed. Staff working on project closeout staff report.
- **Status as of November 20, 2025: Staff report for project close-out is being prepared for the January 6, 2026, City Council Meeting.**

- 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
- **Status as of November 20, 2025: No update**

- PW1608: MLK JR. STREET/ROAD 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.
- **Status as of November 20, 2025: Project is out for bids.**

- 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.
    - **Status as of November 20, 2025: No update**

- PW1687: CARSON ST. INTELLIGENT TRANSPORTATION SYSTEM
  - Location: Carson St. from 405 Fwy to Figueroa Street
  - Description: The project involves the installation of CCTV cameras and appurtenant hardware at ten (10) intersections along Carson Street, connecting these to existing fiber optic cable, and tying the existing fiber optic cable into City Hall. The project will also include the establishment of a Traffic Management Center in City Hall for the purposes of traffic signal synchronization, traffic management, surveillance, and traffic monitoring.
  - Budget: $700,000.00

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

- <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
- **Status as of November 20, 2025: Construction in progress. Bridge deck cracks sealed at Del Amo Blvd, Sepulveda Blvd, 223rd Street, and Main Street.**

- <u>PW1701/1715: MEDIAN LANDSCAPE IMPROVEMENTS</u>
  - Location: City-wide
  - Description: Irrigation upgrades, landscaping upgrades in City medians and streetscapes
  - Budget: $1,500,000
  - Status: PRE-DESIGN
    - Status as of December 29, 2023: Prepared draft scope for Median Streetscape Plan

        - Status as of January 17, 2024: Working on receiving proposal by January 31, 2024.
        - Status as of February 7, 2024: Negotiating contract with consultant.
        - Status as of March 13, 2024: Received updated proposal from consultant. Task Order to be issued to develop Streetscape Master Plan.
    - Status of April 18, 2024: Conducted kickoff meeting and first project design meeting. Reviewing existing conditions.
    - Status as of May 15, 2024: Draft plant palettes developed by consultant**.**
    - Status as of June 20, 2024: Three sets of concepts have been submitted by consultant.
    - Status as of July 25, 2024**:** One concept for each land use type was selected internally and presented to the Public Works Commission. The consultant is working on the cost estimates and implementation plan.
    - Status as of August 26, 2024: Received draft Streetscape Master Plan from consultant. Staff reviewing to provide comments.
    - Status as of September 18, 2024: City Staff to provide feedback to consultant next week. Streetscape Master Plan anticipated to go to City Council for acceptance 10/15/24.
    - Status as of October 28, 2024: Consultant presented on draft plan to Planning Commission.
    - Status as of December 19, 2024: Preparing task order solicitation for Civic Center area median PS&E.
    - Status as of January 16, 2025**:** RFP for Civic Center area prepared, anticipate issuing next week.
    - Status as of February 20, 2025: Staff reviewing proposals received for Civic Center area median landscaping design.
    - Status as of March 20, 2025: Staff negotiated with the consultant and intends to issue Notice to Proceed (NTP) on design on March 19, 2025.
    - Status as of April 21, 2025**:** Consultant received the Notice to Proceed on March 19, 2025, and is working on the design.
    - Status as of May 22, 2025: Received draft landscape plans and civil plans. Staff provided input on irrigation equipment.
    - Status as of June 18, 2025: No update
    - Status as of July 24, 2025: No update
    - Status as of August 20, 2025: Landscape upgrades to be implemented utilizing landscape maintenance contracts.
    - Status as of September 18, 2025: Staff working to review bid package before advertising for construction.
    - 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".
    - **Status as of November 20, 2025: Staff working with Finance to identify funding and revising PS&E package to give City Council options for award of contract.**

- <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.
- **Status as of November 20, 2025: Seeking alternate funding options for design**

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

- Status as of January 16, 2025**:** County still reviewing. SCE will need to do major work to install these streetlights, so they are requesting a meeting with City staff about potentially putting in aerial cable instead of an underground to complete the project faster.
- Status as of February 20, 2025: No update
- Status as of March 20, 2025: Waiting for draft SCE design.
- Status as of April 21, 2025: SCE committed to providing a draft service design this month.
- Status as of May 22, 2025: LA County reviewing plans.
- Status as of June 18, 2025: No update
- Status as of July 24, 2025: No update
- Status as of August 20, 2025: No update
- Status as of September 18, 2025: No update
- Status as of October 23, 2025: No update
- **Status as of November 20, 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:
  - **Status as of November 20, 2025: No update**

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

    - Follow-up meetings to be held to discuss incorporating CSUDH and Dignity Health input.
  - Status as of December 29, 2023: Awaiting revised concept after 2nd meeting.
  - Status as of January 17, 2024: No update
  - Status as of February 7, 2024**:** Received revised concepts which are being reviewed by City and CSUDH Staff.
  - Status as of March 13, 2024: Revised concepts discussed on February 29, 2024, meeting with consultant and CSUDH. Conceptual design to be finalized later this month.
  - Status as of April 18, 2024: Working with CSUDH to coordinate upcoming survey work.
  - Status as of May 15, 2024: Awaiting Access & Exclusivity Agreement from CSUDH to allow for onsite survey work.
  - Status as of June 20, 2024: Working with CSUDH to execute Access Agreement.
  - Status as of July 25, 2024: Still working to execute agreement. The city is working to obtain right-of-way documents from CSUDH.
  - Status as of August 26, 2024: No update
  - Status as of September 18, 2024: Agreement set to go to City Council 10/1/24 for approval.
  - Status as of October 28, 2024: Agreement executed, awaiting consultant schedule for survey work.
  - Status as of December 19, 2024: Consultant's subcontractors have completed survey work and have begun geotechnical work to support design.
  - Status as of January 16, 2025: Design ongoing
  - Status as of February 20, 2025: Design ongoing
  - Status as of March 20, 2025: Received final conceptual design from consultant. Staff planning next phase of design.
  - Status as of April 21, 2025: Conducted meeting with the consultant on April 3, 2025, to discuss next phase of design, anticipate receiving a proposal by end of April. Staff are also coordinating a meeting with CSUDH for late April.
  - Status as of May 22, 2025: Staff reviewed conceptual design with CSUDH and received comments. Staff are reviewing the consultant's proposal for completion of design and PS&E package.
  - Status as of June 18, 2025: No update
  - Status as of July 24, 2025: No update
  - Status as of August 20, 2025: The Memorandum of Understanding (MOU) with CSUDH is scheduled to go to Council at the regular September 2, 2025, City Council Meeting.
  - Status as of September 18, 2025: No update
  - Status as of October 23, 2025: Consultant has begun working on PS&E.
  - **Status as of November 20, 2025: Consultant continuing to work on PS&E package. City staff to schedule meeting with CSUDH to present update to design.**

- <u>PW1785: BICYCLE MASTER PLAN UPDATE</u>
  - 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.
- **Status as of November 20, 2025: Consultant working with PIO and IT to develop website and outreach materials. Outreach events scheduled to begin in early December.**

- <u>PW1753: UNIVERSITY DRIVE STREET IMPROVEMENT – AVALON TO WILMINGTON FEDERAL PROJECT NO. STPL-5403(033)</u>
  - Status as of May 20,2024: Request for Authorization for Preliminary Engineering Application was resubmitted to Caltrans on May 16, 2024. The estimated construction start date is June 2025.
  - Status as of June 20,2024: Staff resubmitted application on June 17, 2024. Revised application included “Expedited Project Selection Procedures (EPSP)” approval from SCAG.
  - Status as of July 25, 2024**:** No update
  - Status as of August 26, 2024: Application pending approval from Caltrans.
  - Status as of October 30,2024: Staff report item #23 was approved at the 10/1 Council Meeting along with resolutions 24-091 & 24-095. Staff routed the supplement agreement through City Clerk on 10/29 for the mayor’s signature.
  - Status as of December 19, 2024: No update
  - Status as of January 16, 2025: Staff to advertise project for design in January 2025.

- Status as of February 20, 2025: Request for Proposal will be advertised on March 6, 2025.
- Status as of March 20, 2025: Staff are revising the request for proposal based on comments from Purchasing. Proposal to be advertised in March 2025.
- Status as of April 21, 2025: Proposals for selection of a design consultant are due April 28, 2025. Staff anticipate awarding a contract to a design consultant in June 2025 to start design. Construction is expected to start in the first quarter of 2026.
- Status as of May 22, 2025: Proposal ranking was submitted to Purchasing on May 22,2025 to prepare a notice of intent to award (NOI). Staff anticipate presenting a staff report at the July 1, 2025, City Council meeting to award a design contract.
- Status as of June 18, 2025: Status as of June 18, 2025: Staff met with the design consultant of the highest ranked proposal on Thursday June 12th and Tuesday June 17th to clarify the scope of work and negotiate a lower fee proposal for the design portion of the project. Staff 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 are expected in November 2025.
- **Status as of November 20, 2025: Engineering design is 60% complete.**

- 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: No update
  - **Status as of November 20, 2025: No update**

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
- **Status as of November 20, 2025: City staff reviewing 60% plans**

- 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
- **Status as of November 20, 2025: No update**

- 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.
- **Status as of November 20, 2025: Contract has been executed. Staff waiting for Purchase Order before Notice to Proceed is issued.**

- 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.
- **Status as of November 20, 2025: Purchase Order has been generated. Staff are working to coordinate kick-off meeting for the first week of December. Notice to Proceed to be issued before the end of November.**

- <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
- **Status as of November 20, 2025: Contractor issued excavation permit application. Staff provided feedback and contractor revised. Staff reviewing revised application, potholing expected to occur early December.**

- 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”.

- **Status as of November 20, 2025: Staff working to advertise the project for construction bids, expected in early December.**

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
- **Status as of November 20, 2025: Presented project to Safe Clean Water Program for potential funding on November 19, 2025.**

- 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.
  - **Status as of November 20, 2025: No update**

- PW1676 STORMWATER GREEN STREET ENGINEERING, DESIGN & IMPLEMTATION

- Location: Gardena and Main Street
- Description: Stormwater treatment project to construct tree wells and a dry well on Gardena and Main Street, which will filter and clean water from the streets.
- Current Phase: In Design
- Status as of January 16, 2025: Consultant is performing geotechnical and survey work to establish design parameters.
- Status as of February 20, 2025: Geotechnical work has been completed and 60% design is underway.
- Status as of March 20, 2025**:** Completing survey and 60% design expected.
- Status as of April 21, 2025: No update
- Status as of May 22, 2025: No update
- Status as of June 18, 2025: No update
- Status as of July 24, 2025: Met with SCE to resolve potential conflicts. 90% design being completed.
- Status as of August 20, 2025: No update
- Status as of September 18, 2025**:** No update
- Status as of October 23, 2025: Expecting 100% design in the next month.
- **Status as of November 20, 2025: Design has been delayed; expected completion within the next one to two months.**

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
- **Status as of November 20, 2025: Staff waiting for SCE plans for lighting.**

- <u>PW1490 & 1600: DOMINGUEZ CHANNEL BIKE PATH INSTALLATION PHASES I & II</u>
  - Location – Phase I: Main Street to Avalon Boulevard
  - Location – Phase II: Avalon Boulevard to Carson St.
  - Description: Installation of Bike path along Dominguez Channel
  - Budget: $9,000,000.00 (PW1490); $5,500,000.00 (PW1600)
  - Current Phase: DESIGN AND PERMITTING
    - As a result of the redesign to address safety concerns, the City is working with Metro requesting additional funding and a time extension.
    - Status as of October 26, 2023: Consultant to continue design with modified scope.
    - Status as of November 20, 2023: Consultant to continue design with modified scope.
    - Status as of December 29, 2023**:** Consultant contract amendment approved, awaiting signed amendment in mail to issue task order.
    - Status as of January 17, 2024: Awaiting signed task order memo to issue task order Notice to Proceed.
    - Status as of February 7, 2024: Notice to proceed on Task Order was issued, working with LA County DPW to obtain permit to conduct survey work for design.

- Status as of March 13, 2024: LA County DPW permit obtained, survey work to begin this month.
- Status as of April 18, 2024: Seeking a meeting with LA County to review geotechnical scope, waiting for communication from LA County as to who is reviewing.
- Status of May 15, 2024: Met with LA County to review structural and geotechnical questions, working with LA County Flood District through permit requirements for various subcontractors' scope of work.
- Status as of June 20, 2024: Biological survey to be conducted this month.
- Status as of July 25, 2024: Biological survey is complete. The consultant is working on civil plans. Consultant submitted permit for geotechnical borings which is pending LA County review and approval. Conducted coordination meeting with County on Greenway project status, City's needs from County.
- Status of August 26, 2024: Conducted meeting with County to discuss Geotechnical exploratory permit pending LA County review. The county should have comments on permit in September.
- Status as of September 18, 2024: Continued coordination with County on Greenway parklet plans, permit still pending LA County review and approval.
- Status as of October 28, 2024: Geotech field work complete, awaiting soils report for structural and civil design. Continued coordination with County on Greenway parklet plans
- Status as of December 19, 2024: Staff reviewing soils report. Consultant has begun structural design.
- Status as of January 16, 2025: Structural and civil designs are ongoing. Coordination with LA County is ongoing for review of structural elements and for coordination within the parklet area.
- Status as of February 20, 2025: Structural and civil designs are ongoing. Staff and Consultant met with LA County team January 28, 2025, to discuss structural design approach. The consultant is collaborating with LA County designer on the parklet area.
- Status as of March 20, 2025: Staff and consultant to meet again with LA County on March 20, 2025 (today) to discuss approach for design and whether a design-build approach could be reviewable for LA County.
- Status as of April 21, 2025: City soliciting an on-call environmental consultant for review of Initial Study and permitting work. Designer working on structural plans for underpasses and coordinating with LA County on Del Amo parklet area.
- Status as of May 22, 2025: Staff working with Community Development to issue Task Order for an on-call environmental consultant.
- Status as of June 18, 2025: No update
- Status as of July 24, 2025: No update
- Status as of August 20, 2025: Contract amendment for the consultant anticipated to go to City Council on September 2,2025. This will allow the consultant to continue with structural design of underpass and bridge structures.
- Status as of September 18, 2025: No update
- 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.
- **Status as of November 20, 2025: No update**

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

Park Improvements

- PW 1368: CARRIAGE CREST PARK REDEVELOPMENT
  - Location: Carriage Crest Park
  - Description: Improve site condition of existing park and develop newly acquired 10-acre parcel for new athletic ballfields (baseball & soccer) with a new dog park, installation of all-abilities playground, renovation to the existing building, construction of new picnic shelters, concession stand, restroom, and walking path.
  - Status: DESIGN

- Kick off meeting with the designer was conducted in early May to establish a project schedule and verify City's goals & objectives that shall be included in the design.
- Funds were appropriated by City Council at the June 6, 2023, meeting for the discrepancy of the design cost due to the incorrect amount at the award of design on February 21, 2023, City Council meeting.
- Designer (RJM) completed the land survey of the site.
- It was discovered by Leighton Associates that further soil testing is needed, which is beyond the current scope of work. The extended scope will require a council agenda item to increase costs and amend the scope of work.
- Staff are still waiting for the fully executed contract to be provided to RJM. The consultant is working in good faith so that the City will issue a purchase order along with the fully executed contract.
- RJM is preparing preliminary concept plans to be reviewed by Community Services for a presentation to Council.
- Status as of October 26, 2023: In progress; concept to be presented to Council by P&R.
- Status as of November 27, 2023: Designer advised to move forward with the concept design to construction documents design phase. Review of first plan submittals is estimated for December.
- Status as of January 22, 2024: Staff (Maintenance Superintendents & Supervisors) reviewed and discussed comments on the 50% design submittal of the improvement plans. Comments were shared and discussed with designers for them to address and include in next submittal (90% Submittal)
- Status as of January 22, 2024: Designer discovered a 69" RCP Storm drain system within a 13-ft easement, owned/maintained by LA County Department of Public Works. City must apply to LACDPW which may allow the City to build on/over said drainage system. If not allowed, the approved layout will need to be reconfigured due to the anticipated restrictions by LACDPW.
- Status as of March 20, 2024: RJM submitted 90% of construction plans. Staff reviewing designs in detail.
    - City staff is waiting for LA County's directions about the 69" RCP under a 13-ft easement that has proposed improvements on it.
    - City staff are waiting for KOA to provide updated traffic study.
    - City staff are waiting for a report from Leighton Consulting to identify soil removal due to contamination.
- Status as of April 29, 2024:
    - The County provided comments for improvements within the easement. They have requested exhibits with details.
    - Traffic Study is complete and warrants a new signal for ingress & egress at the new parking lot towards the southeasterly section of the park.
    - Leighton has unofficially informed us that there is minimal soil that is considered contaminated. They are verifying the lab results to determine if removal is necessary based on the low detection results.
    - Staff provided comments on 90% to the designer.

- Status as of May 23, 2024:
  - Submitted Exhibits per County's requirements. County added items to submit (beyond previous requirements). Designer preparing additional exhibits and scheduled to submit to County by end of May (delayed 3 weeks).
  - Completion of design is contingent on County's approval of proposed work over LA County's Storm Drain easement. LA County's review is a minimum of five (5) weeks from the latest submittal. Estimated response from County is early July.
  - The newly estimated design completion is early August.
- Status as of June 24, 2024
  - Received comments back from LA County regarding encroachment to easement. Designer to address the last set of comments and expect approval from LA County by early July.
  - Additional soil boring is required in the area where the park marquee sign will be placed. Consultant requesting additional compensation since this is beyond the scope of work.
  - Staff recently received PO for C-Below for exploration of existing petroleum utilities towards the easterly side of the property. Staff is coordinating work with the contractor to be completed by early July. Data will be shared with the consultant to verify any conflicts with proposed improvements.
  - Staff is working with the designer to complete plans by the third week of July for bid advertising.
- Status as of July 25, 2024
  - CEQA approved and project PS&E are ready to be advertised.
  - Invitation for Formal Bids is posted to solicit bids on July 25, 2024.
- Status as of August 26, 2024
  - A pre-bid meeting was conducted to clearly inform interested bidders of the accelerated schedule and high expectations for the project.
  - Several questions were submitted by interested bidders which resulted in a couple addendums. All responses and addendums were provided to the contractor at the appropriate time.
  - Bid opening is scheduled for September 4, 2024.
- Status as of September 23, 2024
  - Bids opened and construction project is recommended to be awarded on the 10/1/24 City Council Mtg.
  - If awarded construction is estimated to start early November to have approximately 9 months of construction
- Status as of October 30, 2024
  - Construction Contract was awarded to Urban Habitat for $23M. Staff immediately circulated the contract for execution.
  - A preconstruction meeting is tentatively set for November 6th in anticipation of issuance of the Purchase Order by end of October.

- Staff working closely with designers and building and safety for issuance of grading permits. A SWPPP to be provided by the contractor prior to issuance of the Grading Permit. The SWPPP is also required to obtain a WDID from the State website, also as part of the grading permit requirements.
- Staff is soliciting service from an Environmental Engineering firm to locate an abandoned oilwell. The scope will also involve a leak test and mitigation plans, if necessary.

- Status as of December 19, 2024
  - The city secured services from an environmental engineering firm to research the existing oil well and exploration of the well is underway.
  - Contracts were circulated and approved and a requisition for a purchase order was submitted.
  - The Building Official was adamant that the designer fill and/or sign “Forms A and B”. However, the designers disagreed was it was their responsibility to execute. There were several meetings and discussions over several weeks with all parties involved (contractor, construction managers, designers, and the Building Official). Eventually the Building Official was presented with an alternate form that satisfied the requirement. Getting this item cleared is one of the items needed for Building and Safety to issue Grading Permits. Other required items have been presented to Building and Safety for their review and approval.
  - The city’s labor compliance firm is initiating and coordinating various labor union requirements with the project contractor.
- Status as of January 16, 2025
  - Pre-con meetings started
  - Demo permit received
  - Contractors mobilized and installed their storage containers
  - Fencing at site perimeter was installed
  - De-grubbing commenced
  - Removal of existing park equipment started
  - Site investigation of nursery began
  - Methane Investigations are underway
- Status as of February 20, 2025: No update
- Status as of March 20, 2025: Public Safety and Public Works were notified of graffiti on the wall of one of the buildings at Carriage Crest Park (CCP). The contractor will continue grading in the expansion area while the asphalt and concrete issues in that area are resolved. We are also working with the PRC prefab building vendor to incorporate the methane mitigation retrofit measure and obtain approval from Building and Safety. The switchgear lead time is approximately 12 months, and we are working with the contractor to identify alternative solutions to energize the park before project completion.
- Status as of April 21, 2025: Nursery/expansion work started last week and will continue through the end of April. Musco footings, monument sign, and retaining wall work are ongoing. Electrical trench and conduit installation began on April 14, 2025, and is in progress.

- Status as of May 22, 2025: Ongoing construction: over-excavation is in progress. We are encountering numerous pipelines and underground materials and facilities that were not shown in the as-builts.
- Status as of June 18, 2025: No update
- Status as of July 24, 2025: All materials in the nursery area, including asphalt, concrete , CMU walls, and trellis systems, have been removed. A transient pipe was found and removed. The abatement trenches have been backfilled. Over-excavation and grading are ongoing, including over-excavation for the walkway around the existing park building and along the north property line for the CMU retaining wall.
- Status as of August 20, 2025: The southeast parking lot has been compacted. Ongoing grading work continues, along with irrigation and sewer line installation. On the north side/volleyball area, over-excavation and compaction are complete. The walkway has been backfilled and compacted. Haul-off of over-excavated material has begun.
- Status as of September 18, 2025: South perimeter fencing has been removed, and the north side fence posts are substantially complete. Dirt export continues, and grading at the Figueroa lot is in progress. Utility work is ongoing in the northwest section and Figueroa lot. The scoreboard footings are ready for concrete, storm drain installation is in progress, and forms with rebar are in place at the north retaining wall. The monument sign potholes have also been backfilled with slurry.
- 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.
- **Status as of November 20, 2025: Work at Carriage Crest Park continues to progress across multiple areas of the site. The scoreboard posts have been installed, and the monument sign caisson footings have been poured. Grading for the Moneta Avenue pathway and ramp was completed, and a French drain was installed behind the CMU retaining wall. Formwork and rebar were put in place for the upcoming concrete pour for the basketball and pickleball courts, while grading for the Moneta connection ramp was completed. Storm drain trenching and installation also continued around the ball fields and dog park areas. Grading around the existing recreation building was completed, with concrete forms set and ready for inspection and placement. An abandoned 2.5-inch pipe along the east fence line was exposed, capped, and demolished. Storm drain connections between the parking lot and soccer fields were completed, and the concrete pad for the basketball courts has now been poured.**

- PW1515: CARRIAGE CREST PARK STORMWATER CAPTURE
  - Location: Northeast corner of Sepulveda and Figueroa St.
  - Description: Installation of Stormwater chambers to capture and divert stormwater to Los Angeles County Sanitation District. This water will be used to augment the reclaimed water for regional use. This type of stormwater project is the first of its kind in California.
  - Status as of December 21, 2023: CONSTRUCTION IN PROGRESS
    - Plans sent over to OHL to provide an estimate on field re-grading and sump pumps in the vaults.
    - OHL gathering materials and authorization to complete Punch List.
  - Remaining Punch List Items: funds are being added on the November 7th Staff Report.

- OHL has the parts at the Yard and is getting ready to start.
- Working on scheduling for restarting this project with OHL
- Dave Piece doesn't have the budget for his staff to do inspections; he is reaching out to Tetra-tech for help with inspection and Project Management.
- Working with OHL to sign Amendment No.1
- Status as of April 24, 2024: Terminating contract with OHL for convenience and working with the Sanitation District to bring project to functional status.
- Status as of May 20, 2024: No update
- Status as of June 24, 2024: Going to council to accept the O&M agreement from the LA County Sanitation District.
- Status as of July 25, 2024: No update
- Status as of October 30, 2024: Los Angeles Sanitation district is working on Punch List items, anticipated completion Mid- December.
- Status as of December 19, 2024: No update
- Status as of January 16, 2025: Los Angeles Sanitation District is completing the punch list items for commissioning.
- Status as of February 20, 2025: No update
- Status as of March 20, 2025: No update
- Status as of April 21, 2025: Work is nearing completion. The LA County Sanitation District is expected to be completed by the first week in May.
- Status as of May 22, 2025: On-going construction: Dugout chain-link installation has been completed on ball fields 1 and 2. Grading at the picnic area is ongoing. Trenches are open and ready for conduit installation.
- Status as of June 18, 2025: Sanitation district is expected to be complete with Punch List items by June 30th.
- Status as of July 24, 2025: LA County Sanitation District (LASD) is working on repairs due to water leak in the vault.
- Status as of August 20, 2025: Punch list items are currently being completed.
- Status as of September 18, 2025: County completing punch list items; OHLA requesting final payment; and preparing RFP for Operator for facility.
- Status as of October 23, 2025: LA County is working through punch list items and operations and maintenance manual.
- **Status as of November 20, 2025: Punch-list items continue to be addressed and, the 6-month operation and maintenance check is in progress.**

- 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
    - The 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 been 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.
- **Status as of November 20, 2025: Contractor has installed new tables at the picnic shade structure in the picnic area and continues irrigation and planting work at the Catskill parking lot. Soil preparation, amendments, and infield work are ongoing throughout the ballfield areas. Roofing work is progressing at the amphitheater and stage area. The playground is now ready for the installation of the rubberized playground tiles, and concrete has been poured around the stage picnic complex. Fertilizer and soil amendments have also been distributed around the ballfields. Concrete for the stage ADA ramp has been poured, and rebar has been installed for the upcoming colored concrete placement. Rubberized playground tile installation is now underway, and final grading and sod preparation for the ballfields continues, with fine grading and compaction of the infield mix in progress. Colored concrete has been poured, sheet metal roofing installation remains ongoing, and sandblasting, handrail installation, and artificial turf placement are scheduled for next week. Dugout shade fabric installation is currently in progress. A 2-inch lift of new asphalt has been placed at the Ravena parking lot, coverage tests have been completed, and the area is ready for sod. Concrete work in the stage area is now complete, and metal roofing installation continues. Work will continue as weather permits.**

- 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.

- **Status as of November 20, 2025: No update**

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

    - Constructability review forwarded to Design Engineer on March 6, 2025.
    - Design consultant anticipates resubmittal on March 31, 2025.
- Status as of April 21, 2025: No update
- Status as of May 22, 2025: No update
- Status as of June 18, 2025: No update
- Status as of July 24, 2025:
    - Project advertised on April 24, 2025. Bids were opened on May 22, 2025. The bids were recommended to be rejected by the Purchasing Manager and concurred by the City Attorney due to irregularities and non-responsiveness of bidders.
    - The project will be re-bid after the bids are formally rejected. The bids were rejected on the council meeting day of June 17, 2025.
    - Currently the project scope is being revised to include replacement of existing additional AC unit and electrical circuit boards, as well as addition of two electric vehicle charging stations with estimated submittal of end of August.
- Status as of August 20, 2025:
    - After further investigation, the City staff determined that the existing AC unit is a newer one and does not need to be replaced. Additionally, due to the small size of the existing parking lot, it has been decided to not install the two proposed electrical vehicle charging stations.
    - The project plans and specifications are being revised currently to streamline to obtain consistent bids with additional language to avoid unnecessary time extension and change orders.
    - Project is scheduled to be advertised mid-August and awarded by end of September.
- Status as of September 18, 2025: Project was reviewed and changes were made and it was readvertised on August 27, 2025, with a bid opening date of September 18, 2025.
    - After the new development unfolding on Mills Park Site project in respect to MBC, the City decided to repackage and advertise the Mills Park Site project as an addendum to the existing Mills Park BLDG Renovation Project. As such, the bid-opening is postponed to October 15, 2025, to allow for reassessing and repackaging the remining work and issuing an addendum to perform such work as a separate package under same advertisement by the newly awarded Contractor.
    - Status as of October 23, 2025: See the Mills Park Site status report.
    - **Status as of November 20, 2025: No update**

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

Building Improvements

- PW1632: COMMUNITY CENTER COILING WALL
    - Location: Carson Community Center – 801 Carson St.
    - Description: Removal and replacement of existing coiling wall at Community Center Hall A, B, and C. Renovations shall include, at a minimum upgrade to bring the facilities up to current standards and applicable California Building Code (CBC) standards. The project also includes upgrades to the existing lighting and sound system in Hall A, B, and C.
    - Budget: $1,700,000.00
    - Status as of December 21, 2023: CONTRACTOR PROCUREMENT
        - Bids Came in at $3,450,000, evaluating bids.

- One option is to do a reduced scope to only include the walls.
- Going to City Council on January 9, 2024.

- Status as of February 15, 2024: In conversation with the architect to divide the project into two.
- Status as of March 18, 2024: New task order being sent out to divide project into two.
- Status as of April 24, 2024: No update
- Status as of May 15, 2024: BOA has submitted a proposal for the work.
- Status as of June 24, 2024: BOA has submitted plans to Building and Safety for review, BOA has received comments back from Building and Safety and is addressing.
- Status as of July 25, 2024**:** No update
- Status as of October 30, 2024: Caltec is addressing submittal comments and issued a request for Substitution, plan to be completed with Project June 2, 2025.
- Status as of December 19, 2024: Caltech is beginning to demo on December 23,2024.
- Status as of January 16, 2025: Caltech is working through abatement and scheduling issues.
- Status as of February 20, 2025: Abatement has been completed. Contractor is currently scheduled to be done by the end of July, with the most up-to-date approved schedule.
- Status as of March 20, 2025**:** No update
- Status as of April 21, 2025: Project is currently on schedule, coiling wall has been removed. Currently working on steel structure and framing.
- Status as of May 22, 2025: Project is currently running on schedule; scheduled completion date is mid-July.
- Status as of June 18, 2025: Project on schedule to be completed by mid-July.
- 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.
- **Status as of November 20, 2025: Physical project completed; staff is working through disputes and close-out.**

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

- Status as of February 15, 2024: No Update
- Status as of March 19, 2024: No Update. Staff reviewed all plans and easement documents to date.
- Status as of April 24, 2024: Staff participated in the pre-construction meeting for Veterans Park on April 23, 2024. Veterans Park construction is expected to begin on April 29, 2024, or May 6, 2024.
- Status as of May 20, 2024: No update
- Status as of August 26, 2024**:** No update
- Status as of December 19, 2024: No update
- Status as of January 16, 2025: No update
- Status as of February 20, 2025: No update
- Status as of March 20, 2025: No update
- Status as of April 21, 2025: Compliant MCH-2 forms have been submitted to Building and Safety. The remaining MCH forms will be submitted after the project is closed out.
- Status as of May 22, 2025: No update
- Status as of June 18, 2025**:** No update
- 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
- **Status as of November 20, 2025: No update**

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

- <u>PW1720: ELEVATORS AT CITY HALL AND COMMUNITY CENTER</u>
  - Location: City-Hall and Community Center
  - Description: Refurbish and Modernize Elevators at the Community Center and City Hall due to end-of-service life and maintainability. Elevators will be out of service during the active repair work for a duration of less than three months.
  - Status: CONSTRUCTION IN PROGRESS
    - Contracts for construction are being routed for signatures.
    - Working with vendors to meet the insurance requirements.
    - Status as of October 26, 2023: Plans were approved by Building and Safety on 7/28/23. Staff is preparing bid documents and is planning to advertise project by November 2023.

- Status as of April 24, 2024: No update
- Status as of May 20, 2024: No update
- Status as of July 25, 2024: No update
- Status as of August 26, 2024: No update
- Status as of 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:
- **Status as of November 20, 2025: No update**

- PW 1726/1727: COMMUNITY CENTER COURTYARD & EAST PARKING LOT
  - Location: Community Event Center
  - Description: Construction of Courtyard, outdoor amphitheater stage, wedding venues and installation of shade structures.
  - Status: DESIGN
    - Kick off meeting with the designer was conducted in early May to establish a project schedule and verify the City's goals & objectives that shall be included in the design.
    - A job walk with staff and designer (ADL) was conducted on June 6, 2023. The job walk clarified and defined the project's objectives and goals. Community Services Superintendent and Supervisor were very informative to the designer with components and features that should be considered for the improvements.
    - ADL is preparing preliminary concept plans to be reviewed by Community Services for a presentation to Council.
    - Status as of November 27, 2023: Designer has been advised to move forward with the concept design to construction documents design phase. Review of 1st plan submittals is estimated for December.
    - Status as of January 22, 2024: Staff (Maintenance Superintendents & Supervisors) reviewed and discussed comments on the 50% design submittal of the improvement plans. Comments were shared and discussed with designers to address and include in next submittal (90% Submittal)
    - Status as of March 20, 2024: 90% of the Plans were submitted and currently in review by Engineering, Maintenance, Building and Safety and Planning.
    - Status as of April 29, 2024:
      - Staff returned 90% design 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.
    - **Status as of November 20, 2025: No update**

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

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

- Status as of October 30,2024: Contractor started construction on 10/30/2024. The estimated completion date is March 2025.
- Status as of December 19, 2024**:** No update
- Status as of January 16, 2025**:** Ongoing construction in second floor lobby restrooms with estimated completion of March 2025. The estimated construction start date on first floor North and East wing restrooms is end of March 2025. Staff is preparing contract Amendment No. 1 to request additional funding for unforeseen conditions. Unforeseen conditions include mold remediation, asbestos abatement and air quality inspections, design modifications, improvements to existing electrical, plumbing, and framing.
- Status as of February 20, 2025: Second floor lobby restrooms estimated to be complete at end of February 2025. Construction to begin on the first floor of the North and East wing restrooms in the first week of March 2025.
- Status as of March 20, 2025: Project is currently on hold until staff is given clarification on which proposed design revisions will be approved by city management. Changing the completed toilet partitions in the second-floor lobby restrooms will include a 6-to-8-week lead time on material only, does not include installation. Re-designing the Council single-person restroom, break room, and first-floor restrooms will cause further delays to the project. Staff cannot provide an updated schedule for proposed design revisions until the re-design is complete, and the new finished material is selected.
- Status as of April 21, 2025: Staff have been directed to redesign the toilet compartments of the second-floor lobby restrooms. Additionally, all first-floor restrooms, council single restroom, and council break room of City Hall will be going through a redesign phase per City of Carson Mayor and city management.
- Status as of May 22, 2025: Preliminary redesign of first floor North and East wing restrooms has been completed. Preliminary redesign of the Council single restroom and break room to be completed on May 23, 2025.
- Status as of June 18, 2025: No update.
- Status as of July 24, 2025: Construction plans for redesign were completed on July 18, 2025. Staff anticipate re-starting construction in August 2025.
- Status as of August 20, 2025: Redesign plans are complete and approved by building and safety. Staff is reviewing the added costs from the contractor for all the redesigned items.
- Status as of September 18, 2025: Project is currently on hold due to cost proposal from contractor for redesign plans. Redesign plans include layout and material modifications to all 1st floor restrooms and kitchenettes, council break room and single restroom. Staff recommend keeping the original layout and material finishes per bid documents or limiting the design changes to only the council break room and single restroom.
- 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.
- **Status as of November 20, 2025: Staff are working with the City Attorney's office to prepare a project suspension notice. The suspension notice will be sent to the Public Works Director for approval. This project is currently on hold.**

- <u>PW1787: CITY HALL 2ND FLOOR CARPET UPGRADES</u>
- 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 close out project.
- **Status as of November 20, 2025: Staff report for project closeout is being prepared for the January 6, 2026, City Council Meeting.**

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: No update
- **Status as of November 20, 2025: Staff are meeting with the team on November 24, 2025, to begin coordinating the next phase.**

- 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: No update
  - **Status as of November 20, 2025: No update**

- ENVIRONMENTAL SERVICES-ONGOING
  - Perform weekly patrol to identify and coordinate removal of illegal dumping, hazardous waste, and proper removal for bulky items.
  - Monitoring construction & demolition projects for residents & businesses
  - Monitoring of median maintenance contractor citywide; provide maintenance directions as needed.
  - Monitoring of abatement contractor and assign weed, debris, graffiti, and trash abatement citywide.
  - Monitoring of street sweeping contractor.
  - Perform Inspections & enforcement for SB 1383 – Organic Recycling, Edible Food Recovery, Food Recovery Organizations and Food Recovery Services
  - Interface with LA County Hazardous Waste Team to identify Haz. Mat. Items in the Right of Way
  - Process Construction & Demolition documents through interaction with business owners and residents.
  - Status as of April 21, 2025: E-waste & Paper Shredding event taking place on May 3, 2025.
  - Status as of May 22, 2025: Inspections for SB1383 are completed. Sanitation officers are following up. Monitor sidewalk sweeping. On-going

- Status as of June 18, 2025: Daily surveying of districts 1-4, identifying illegally dumped items, bulky items, and illegal bins. Continuing to perform inspections and enforcement for SB 1383- organic recycling, edible food recovery, food recovery organizations, and food recovery services. Prepare/ Update/ Closeout 311 request/ work orders for sanitation areas. Assist PW answering phone lines and routing calls and requests. On-going
- Status as of July 24, 2025: Perform inspections and enforcement for SB 1383- Organic waste and recycling, edible food recovery, food recovery organizations and food recovery services. Interface with LA County Hazardous Waste Team to identify Hazardous Materials items in the right-of-way. E-mail Waste Resources daily sanitation requests.
- Status as of August 20, 2025: Daily surveying of districts 1-4 includes identifying of illegally dumped items, bulky items, illegal bins. Prepare/Update/ Close out 311 orders for Sanitation areas. Process construction and demolition forms through interaction with business owners and residents. Process organic recycling forms through interaction with business owners. Update implementation record for Cal Recycle.
- Status as of September 18, 2025: Performing Hot spot inspections on Wilmington between 213th and Carson Street.
- Environmental Services is preparing for E-Waste event on October 18th from 8am- 12pm. This event is in partnership with Waste Resources, Assemblyman Mike Gipson's Office, and Assemblyman Josh Lowenthal's Office.
- Status as of October 23, 2025:
- **Status as of November 20, 2025: Continued process of compliance and enforcement for SB1383.**

- <u>MAINTENANCE: CONCRETE & ASPHALT</u>
  - Location: Citywide
  - Description: Monthly summary of work performed by City maintenance crews who regularly inspect the City's infrastructure and perform preventive maintenance to ensure safe and cost-effective operations
  - Status as of April 24, 2024:
    - Aggregate base and pavement maintenance are being performed on Lomita Boulevard.
    - In preparation of the upcoming scheduled slurry seal projects, the team is doing asphalt patching and crack sealing in the designated locations.
  - Status as of May 20, 2024
    - Pavement maintenance being performed on Lomita Boulevard
    - Preparation of the upcoming scheduled slurry seal projects, in June, the team is doing asphalt patching and crack sealing in the designated locations.
  - Status as of July 25, 2024
    - The team has completed the slurry sealing projects along with asphalt patching and crack sealing in designated locations. Special concrete projects have been undertaken by our team at Anderson and Carson Parks.
  - Status as of Sept. 30, 2024
    - Pavement maintenance is being performed on Lomita Boulevard, ongoing maintenance and monitoring until CIP project takes place in 2025.
    - Preparation of the upcoming scheduled slurry seal projects, the team is doing asphalt patching and crack sealing in the designated locations. Update: All slurry seal preparation tasks were completed mid–July 2024.
    - Our team continues to work on special concrete projects still in progress at Anderson Park – assignments completed October 10, 2024.
  - Status as of December 19, 2024

- The contractor will use a two-to-three-week rotation for the seven maintenance zones. Service requests to address large potholes, deteriorated surface areas and/or sinkholes due to sub-grade/base failures will be addressed immediately.
- Temporary asphalt ramping will be used to eliminate sidewalk deviations for safe pedestrian travel until permanent concrete repairs can take place.

- Status as of January 16, 2025
  - Ongoing asphalt & concrete pavement maintenance and repair tasks by maintenance zones 1-7 on a 2 to 3 weeks rotation per maintenance zone. Also, immediate repair by service requests to eliminate known large potholes that pose hazards, deteriorated surface areas and/or sinkholes due to sub-grade/base failure or from undergrade structure failures.
  - Temporary asphalt ramping to eliminate sidewalk deviations immediately for safe pedestrian travel until permanent concrete repairs can to place.
  - Vegetation and debris abatement/illegal dumping removal citywide.
- Status as of February 20, 2025:
  - On-going maintenance, repair/replacement of asphalt pavement sections maintenance zones 1-7
  - Sidewalk inspection per maintenance zones 1-7 grinding, ramping for safe pedestrian travel and/or replacement
  - On-going temporary repairs on Lomita Blvd. until CIP project takes place
  - Respond and address service requests city-wide for pavement, sidewalks/curb & gutter, illegal dumping and overgrown vegetation by priority.
- Status as of March 20, 2025:
  - Asphalt crew is currently working paving Del Amo eastbound from Main Street to Kay Calas bridge.
  - Concrete is finishing up concrete maintenance on Broadacres.
- Status as of April 21, 2025: Northbound Figueroa between Del Amo Blvd and I405 concrete, curb and gutter project scheduled for completion on April 24, 2025. Del Amo Blvd from Main Street to Kay Calas Bridge concrete project is scheduled for completion on April 23, 2025.
- Status as of May 22, 2025: Continued sidewalk maintenance from service request and work orders and service request. On-going
- Status as of June 18, 2025: Currently removing and replacing sidewalks around Caroldale Elementary and 224th St now that school is out. Poured concrete at Calas Park in preparation for resurfacing pickle ball court. On-going
- Status as of July 24, 2025: City crew continue to address sidewalk and pothole repairs, with city crews working in districts on a rotating basis every two weeks.
- Status as of August 20, 2025: The Public Works Concrete Crew will be starting the largest in-house project to this date, on University Avenue. The project will begin at Pepperdine and extend right before Central. This major effort highlights the capacity of our in-house crew and will significantly improve accessibility and safety along University Avenue. See details below:
  - Sidewalks: 10 feet wide on the Dominguez side of the street
  - Curb:8 inches high
  - Project Lenth: 3,000 linear feet (Approximately three-quarters of a mile)
- Status as of September 18, 2025: Concrete crew has begun working on installing sidewalks along University Avenue. Project is on-going.
- Sidewalk cleaning update: Abatement crew will be pressure washing sidewalks on Carson Street between Perry Ave and Martin Street as needed.
- Status as of October 23, 2025:

- **Status as of November 20, 2025: Staff are working to complete sidewalk installation project on University Drive. Regular maintenance and completion of daily service requests is ongoing.**

- 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:
    - **Status as of November 20, 2025: Continued striping throughout city in areas where street paving has been completed.**

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:
  - **Status as of November 20, 2025: Planting multiple Crepe Myrtle and Pink Trumpet trees in District 4. Continued trimming for clearance throughout the city.**

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
  - **Status as of November 20, 2025: Ongoing patching needed.**

- 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
  - **Status as of November 20, 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

- **Status as of November 20, 2025: Scope of work completed.**

- PROJECT 1630: ELECTRICAL PANEL UPGRADE
  - Location: Anderson Park
  - Description: Install new electrical panel and switch gear
  - Status as of September 21, 2023: Staff soliciting proposals.
  - Status as of February 21, 2024: Three proposals received.
  - Status as of March 18, 2024: Going to City Council Meeting on May 7, 2024, to award contract.
  - Status as of April 24, 2024: City Attorney's Office is drafting contract.
  - Status as of May 20, 2024: Currently being advertised in four trade journals per City Attorney's direction.
  - Status as of June 20, 2024: No update
  - Status as of July 25, 2024**:** No update
  - Status as of August 26, 2024: In procurement
  - Status as of January 16, 2025: No update
  - Status as of February 20, 2025: No update
  - Status as of March 20, 2025: Electrical switchgear and fabrication at Anderson Park
  - Status as of April 21, 2025: Currently constructing a custom-made switch gear panel approximately six (6) months out to completion.
  - Status as of May 22, 2025: No update
  - Status as of June 18, 2025: Currently being fabricated
  - 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
  - **Status as of November 20, 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
  - **Status as of November 20, 2025: 100% 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
- **Status as of November 20, 2025: Parts have been ordered, repairs scheduled for February 2026**

- 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
  - **Status as of November 20, 2025: Eight (8) EV vehicles have been put into service, five additional EV's are on order.**

CITY OF CARSON
INFORMATION TECHNOLOGY & SECURITY
Capital Project Updates

November 2025

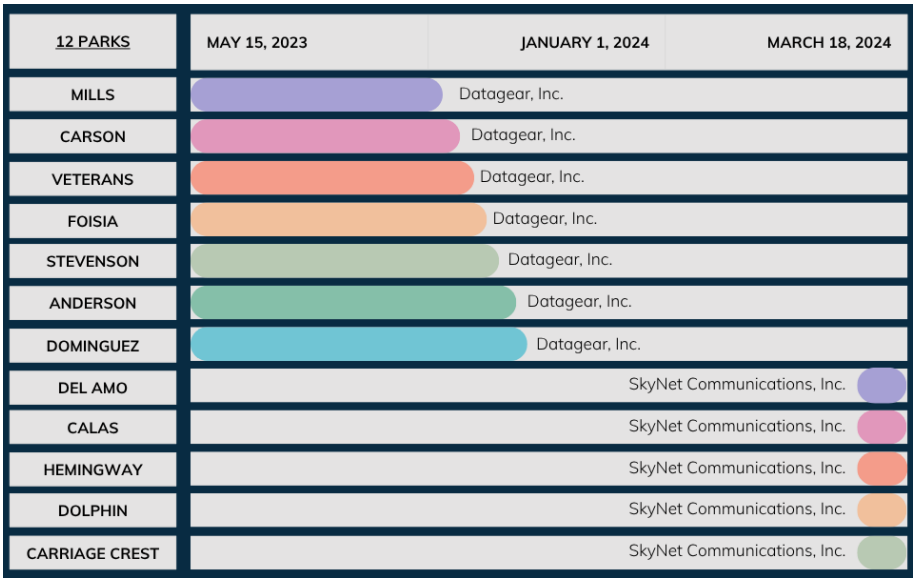
1. WIFI IN PARKS:

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%)



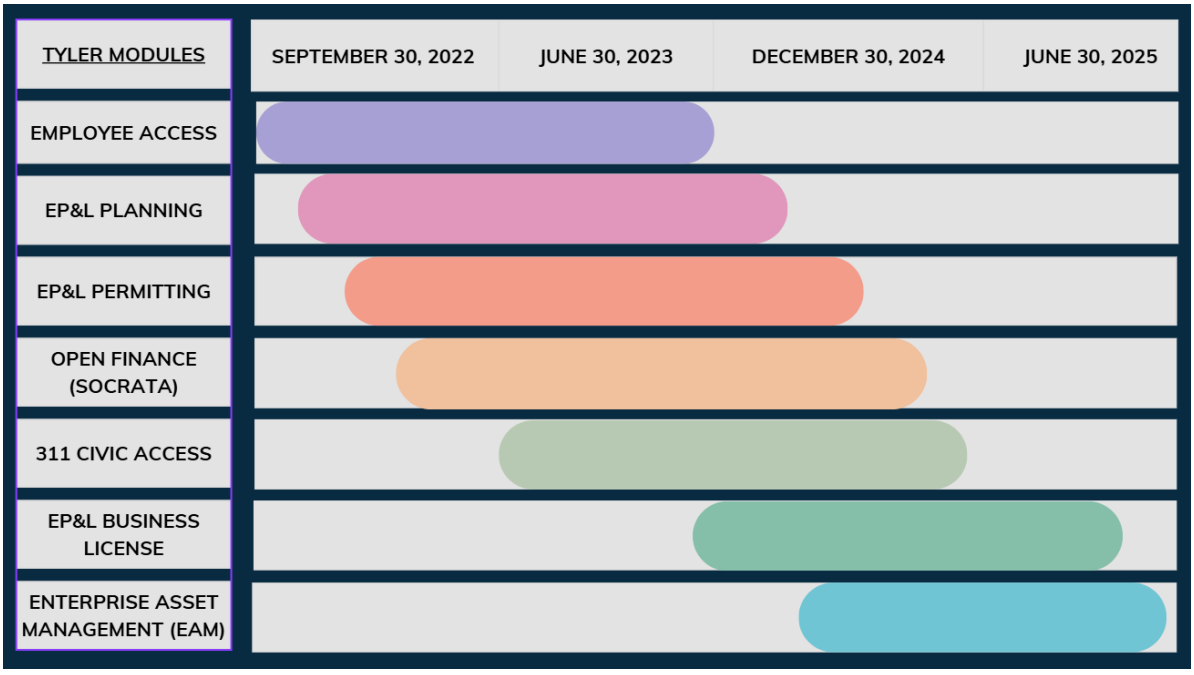
2. TYLER UPGRADE / ENERGOV IMPLEMENTATION:

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%)



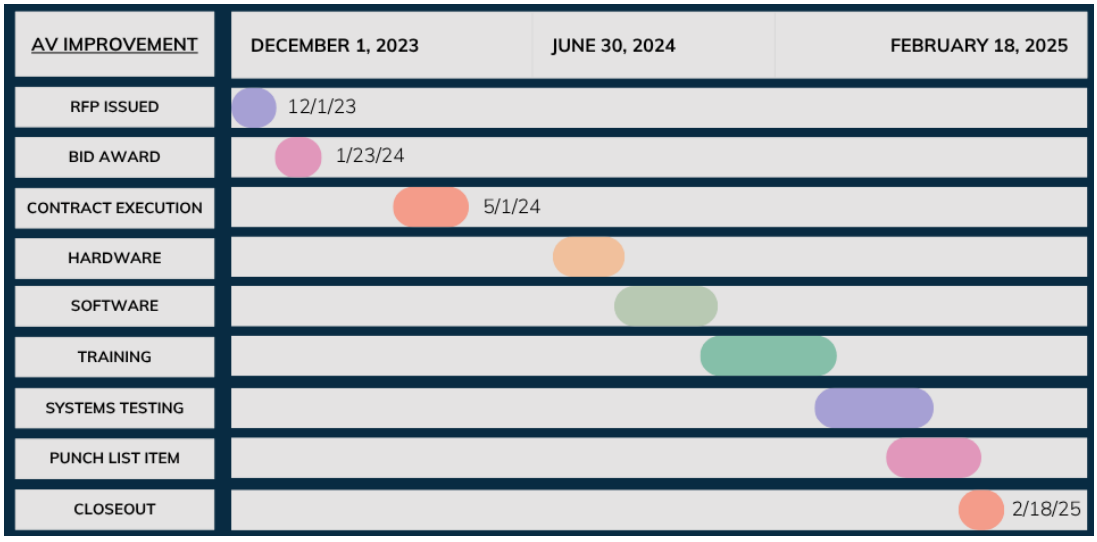
3. CITY HALL COUNCIL CHAMBERS AUDIO/VIDEO IMPROVEMENT

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%)

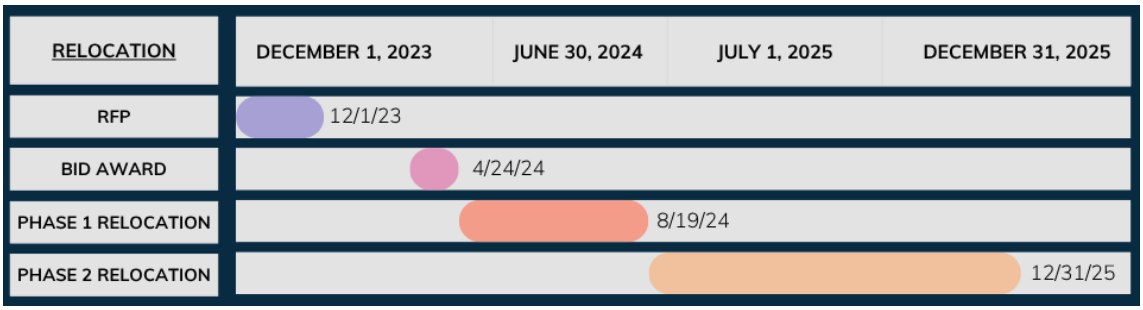


4. NETWORK SERVICES RELOCATION:

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:

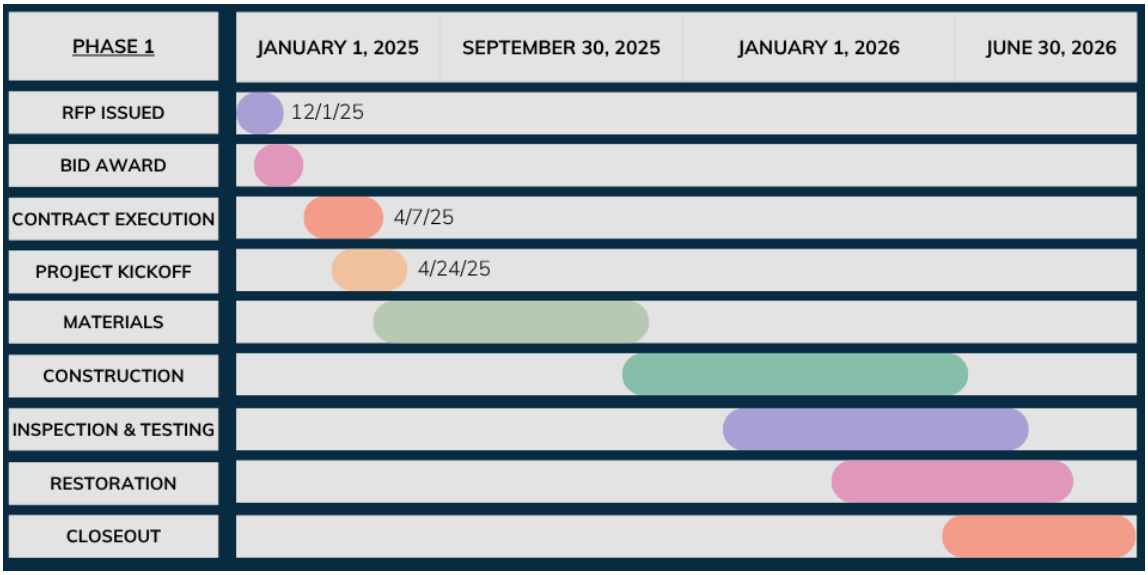


5. CITYWIDE MUNIICIPAL FIBER OPTIC NETWORK PHASE 1

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 (Materials)	$943,321.09
Timeline	January 1, 2025 – June 30, 2026
Status	ON SCHEDULE • Pre-Construction meeting scheduled for 12/1/25. • 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	Our Public Safety Enforcement Officers (PSEO) continue to work closely with the Carson Sheriff's HOST Team to address ongoing issues at the MLK Library. Parking Enforcement and Code Enforcement are gearing up for increased holiday outreach and education to ensure our residents are well-informed and supported throughout the season. We have also been actively participating in several Neighborhood Watch meetings, most recently at Seaside Village alongside our Sheriff's partners. If you are interested in starting a neighborhood watch program, please reach out to Public Safety at 310-952-1786.

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.

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

CONSENT 21.

To: Honorable Mayor and City Council

From: Roobik Galoosian, Risk Manager RM Risk Management

Subject: CONSIDER PURCHASING PUBLIC DIRECTORS AND OFFICERS LIABILITY, AND EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICIES (CITY COUNCIL)

I. SUMMARY

Recently staff, working with risk management counsel and insurance broker Marsh, reevaluated the City's Directors and Officers (D&O) Liability Insurance program to determine if other options with better coverage terms are available in the marketplace. Marsh was able to obtain a proposal for a comprehensive D&O program for the City of Carson, which also contains direct Employment Practices Liability Insurance (EPLI) coverage with an affirmative duty to defend at a lower self-insured retention than the current PRISM program. The total limits of the program are $15MM, with a $5MM sublimit for EPLI coverage. The proposed program is hereby presented for City Council consideration and approval.

II. RECOMMENDATION

APPROVE the City's insurance broker, Marsh, to place Public Directors and Officers Liability insurance with $15,000,000 limit and including coverage for Employment Practices Liability with a sublimit of $5,000,000, with Landmark American Insurance Company, Ironshore Indemnity Inc., and Midvale Indemnity Company, at a total cost of $347,943.

III. ALTERNATIVES

TAKE any other action the City Council deems appropriate.

IV. BACKGROUND

Staff, working with risk management counsel and broker Marsh, have obtained a comprehensive D&O program for the City of Carson, which also contains direct EPLI coverage with an affirmative duty to defend at a lower self-insured retention than the current PRISM program. The total limits of the program are $15MM, with a $5MM sublimit for EPLI coverage.

Historically, the City had no D&O coverage previously other than the limited coverage provided by the PRISM program. The CRA's D&O program, which is similar to the one now being obtained for the City, provided coverage for all of CRA's defense costs in the CAM litigation. Significantly, the proposed program offered by insurer RSUI contains no retroactive date and no prior acts exclusion of any kind. The new D&O program includes coverage for: (a) claims against City directors and officers; (b) City indemnification of its directors and officers; and, most importantly, (c) claims against the City directly for errors or omissions.

As noted, the program includes $5MM of EPLI coverage for EPLI claims with an affirmative “duty to defend.” This coverage contains a $150,000 per incident SIR, which is $100,000 lower than the current PRISM program, which provides coverage on an “indemnity only”, i.e. reimbursement, basis. The PRISM program requires the City to pay all of its own defense costs for these EPLI claims until after the claim has been fully adjudicated and then seek reimbursement from the carrier. The brokers have also affirmatively manuscripted into the policy that Aleshire & Wynder can defend these claims for the City with agreed upon rates paid by RSUI.

Total cost for this program is $347,943.

V. FISCAL IMPACT

Funding for this insurance placement is included and available in FY 2025/26 general fund budget in account 101-65-653-172-6028.

VI. EXHIBITS

1. Proposed Program Outline

Attachments

EXHIBIT 1 - City of Carson Proposed Program 25-26.pdf

EXHIBIT 1

City of Carson
Proposed D&O/EPLI Program

Insurer	Insurance Company	Am Best	Limit (M)	Layer	Attach (M)	Premium	Per Mil	X-Rate	
RSUI	Landmark American Insurance Company	A++ XV	$5	Primary - D&O & EPL	$0/$100k/$150k	$172,760	$34,552	n/a	non-admitted
Liberty	Ironshore Indemnity Inc.	A XV	$5	1st Excess - D&O only	$5	$99,817	$19,963	58%	admitted
Bowhead	Midvale Indemnity Company	A XV	$5	2nd Excess D&O only	$10	$69,872	$13,974	70%	admitted
			$15			**$342,449**			

RSUI non-admitted layer is subject to CA Surplus Lines tax (3%) and stamping fee (0.18%)

Tax and Fees: **$5,494**
Total: **$347,943**

Subject to: newly signed and dated main form application with completed warranty (previously submitted Travelers Application is acceptable)

Key terms and endorsements
No Retro Date - full prior acts cover
Pending or Prior Litigation Exclusion as of Inception
Insurer Duty to Defend
Pre-Approved Counsel Endorsement (subject to rate cap) - Aleshire & Wynder: $325 partners / $275 associates / $120 paralegals
Additional Side A Limit for Executives - $500k (excess of entire limit purchased, including excess policies, excess only - not DIC coverage)
Sexual Abuse and Sexual Misconduct exclusion
Modified Insured v. Insured Exclusion - exception for former D's & O's at least 2 years removed
Specified coverage for Public Officials
Full severabilty of application and full severability of exclusions
Fully non-rescindable coverage
Sublimit for Defense Costs on non-monetary damages Claims - $250k sublimit per claim, $750k aggregate ($100k retention

EPL
Includes Third Party discrimination and harassment coverage
Includes defense costs for Wage and Hour claims - $100k sublimit ($150k retention)
Includes sublimit for Federal Immigration and Nationality Act claims - $100k sublimit ($150k retention

Excess Policies with Liberty and Bowhead
Follow D&O only and recognize erosion of EPL coverage in RSUI primary

Report to Honorable Mayor and City Council

Tuesday, December 2, 2025, 5:00 PM

CONSENT 22.

To: Honorable Mayor and City Council

From: John Raymond, Executive Director CRA Administration

Subject: CONSIDER APPROVAL OF A LOAN AGREEMENT WITH THE CARSON RECLAMATION AUTHORITY IN THE AMOUNT OF $2,000,000; AND, RESOLUTION NO. 25-143 OF THE CITY OF CARSON AMENDING THE FISCAL YEAR 2025-26 BUDGET IN THE AMOUNT OF $2,000,000 TO FACILITATE THE CARSON RECLAMATION AUTHORITY'S OPERATION AND SUPERVISION OF THE CONSTRUCTION OF IMPROVEMENTS ON THE FORMER CAL-COMPACT LANDFILL; THE 157 ACRE SITE (CITY COUNCIL)

I. SUMMARY

This action proposes the approval of a Loan Agreement between the City of Carson and the Carson Reclamation Authority ("CRA") in the amount of $2,000,000 and certain adjustments to the City's FY 2025-2026 Budget in order to account for the loan.

II. RECOMMENDATION

TAKE the following actions:

1. **APPROVE** A LOAN AGREEMENT WITH THE CARSON RECLAMATION AUTHORITY IN THE AMOUNT OF $2,000,000; AND
2. **APPROVE** RESOLUTION NO. 25-143 OF THE CITY OF CARSON AMENDING THE FISCAL YEAR 2025-26 BUDGET IN THE AMOUNT OF $2,000,000 TO FACILITATE THE CARSON RECLAMATION AUTHORITY'S OPERATION AND SUPERVISION OF THE CONSTRUCTION OF IMPROVEMENTS ON THE FORMER CAL-COMPACT LANDFILL (THE 157 ACRE SITE)

III. ALTERNATIVES

TAKE another action the City Council deems appropriate.

IV. BACKGROUND

The City and the CRA have negotiated a Loan Agreement whereby the City would provide a loan in the amount of $2,000,000 (“City Loan”) to the CRA in order to facilitate its operation and oversight of the construction and improvements upon that certain real property owned by the CRA located at 20400 S. Main Street, in the City of Carson (also known as the “Cal Compact Landfill” and/or the “157 Acre Site”). This approval of the Loan Agreement would memorialize the terms and conditions of the City Loan to be provided to the CRA.

1. **Terms of the Loan; Repayment.** On or before December 4, 2025, the City shall deposit to the CRA the amount of the City Loan (i.e., $2,000,000). The City Loan shall be used solely by the CRA to facilitate its operation and oversight of the construction and improvements upon the 157 Acre Site, including the existing construction of Lenardo Drive and Stamps Drive and associated improvements (collectively, the "157 Acre Improvements").
2. **City Loan Payment; Forgiveness.** The City Loan shall bear interest at a rate of 3% per annum, and shall be repaid to the City by the CRA on or before the date that is ten (10) years following the Effective Date; provided however, that the City Loan may be forgiven in its entirety upon either of the following circumstances: (i) the completion of the 157 Acre Improvements, and/or (ii) approval by the City Council of the City of Carson.
3. **Promissory Note.** Concurrently with execution of the Loan Agreement, the CRA shall execute a promissory note in favor of the City in the form of Exhibit A attached to the Loan Agreement.
4. **Annual Review**. The CRA would make an annual presentation to the City Council on the status of the work performed pursuant to the loan.

V. FISCAL IMPACT

The City would use $2,000,000 from its Unrestricted General Fund Reserve to fund the City Loan.

VI. EXHIBITS

1. Loan Agreement
2. Resolution No. 25-143

Attachments

Loan Agreement (2060626.2)
Resolution No. 25-143.pdf

LOAN AGREEMENT

THIS LOAN AGREEMENT ("Agreement") is dated as of _____, 2025 ("Effective Date") by and between the CITY OF CARSON, a California municipal corporation ("City" / "Lender"), and the CARSON RECLAMATION AUTHORITY, a California joint powers authority ("CRA" or "Borrower). Lender and Borrower are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties." This Agreement is entered into with reference to the following recitals.

RECITALS

A. The City has agreed to provide a no-interest loan in the amount of $2,000,000 ("City Loan") to the CRA in order to facilitate its operation and oversight of the construction and improvements upon that certain real property owned by the CRA located at 20400 S. Main Street, in the City of Carson (also known as the "Cal Compact Landfill" and/or the "157 Acre Site"). The City has reviewed and considered the terms of the City Loan and the public benefits that will be derived therefrom and has deemed it justifiable and in the best interest of the public and the City of Carson.

B. The Parties now desire to enter into this Agreement to memorialize the terms and conditions of the City Loan to be provided to Borrower.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Lender and Borrower, the Parties agree as follows:

1. Recitals Incorporated.

1.1. The Recitals set forth above are true and correct and are incorporated into this Agreement by this reference

2. Terms of the Loan; Repayment.

2.1. **Loan Amount; Distribution.** On or before December 4, 2025, the City shall deposit to the Borrower the amount of the City Loan (i.e., $2,000,000).

2.2. **Use Of City Loan.** The City Loan shall be used solely by the Borrower to facilitate its operation and oversight of the construction and improvements upon the 157 Acre Site, including the existing construction of Lenardo Drive and Stamps Drive and associated improvements (collectively, the "157 Acre Improvements").

2.3. **City Loan Payment; Forgiveness.** The City Loan shall bear interest in the amount of three percent (3%) annually, and shall be repaid to City by Borrower on or before the date that is ten (10) years following the Effective Date hereof; provided however, that the City Loan shall be forgiven in its entirety (including all interest accruing therewith) upon (i) the successful construction and completion of the 157 Acre Improvements, and (ii) the approval by the City

Council of the City of Carson. The CRA will make an annual presentation to the City Council on the status of work performed pursuant to the loan.

2.4. **Promissory Note.** Concurrently with execution of this Agreement, the CRA shall execute a promissory note substantially in the form of Exhibit A attached hereto.

3. GENERAL TERMS.

3.1. **Authority to Execute.** Each Party hereto represents and warrants that each of the persons executing this Agreement on behalf of such Party is empowered to do so and upon execution, the terms and conditions of this Agreement shall bind the respective Party to the terms hereof.

3.2. **Amendments and Modifications.** This Agreement may be amended only by written agreement of the Parties.

3.3. **Severability.** If any provision of this Agreement or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Agreement that can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

3.4. **Counterparts.** This Agreement may be executed in multiple counterparts, and all so executed shall constitute an agreement binding on the Parties. The Parties further agree that a digital or electronic signature shall have the same force and effect as a manual or wet-ink signature, and that a facsimile copy or a copy in pdf. format of the executed counterparts shall have the same force and effect as an original.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the above Effective Date.

CITY:

CITY OF CARSON, a California municipal corporation

By:_____
Name: Lula Davis-Holmes
Title: Mayor

CRA:

CARSON RECLAMATION AUTHORITY, a California joint powers authority

By:_____
Name: John Raymond
Title: Executive Director

APPROVED AS TO FORM:

By:_____
Sunny Soltani
City Attorney / CRA Legal Counsel

ATTEST

By: _____
Dr. Khaleah K. Bradshaw
City Clerk / CRA Secretary

EXHIBIT A

[Attached]

PROMISSORY NOTE

$3,000,000 ("Loan Amount") **December ____, 2025 ("Effective Date)**

FOR VALUE RECEIVED, this Promissory Note is dated as of the Effective Date set forth above ("Promissory Note") and evidences an indebtedness of the Carson Reclamation Authority, a California joint powers authority ("Maker"), to the City of Carson, a California charter city ("City" or "Holder"). For value received, the Maker hereby promises to pay to the order of Holder, at such address as Holder shall designate, the Loan Amount (as defined above), without interest, in accordance with the terms of this Promissory Note.

1. **Loan Agreement**. The rights and obligations of Maker and Holder under this Promissory Note are made with respect to that certain agreement entitled "Loan Agreement" dated December ____, 2025, by and between Maker and Holder ("Agreement"). The terms and provisions of the Agreement are incorporated into this Promissory Note by reference. All capitalized terms used but not otherwise defined in this Promissory Note shall have the meanings ascribed to them in the Agreement.

2. **Unsecured Obligation.** Maker's obligations under this Promissory Note are not secured by any instrument encumbering any property or asset of Maker.

3. **Repayment of Promissory Note.** Maker shall pay to the order of Holder the Loan Amount, together with all interest accrued thereon at a rate of three percent (3%) per annum, as follows: The Loan Amount together with all interest shall be repaid to Holder by Maker on or before the date that is ten (10) years following the Effective Date hereof; provided however, that the Loan Amount shall be forgiven in its entirety upon either of the following circumstances: (i) the successful completion of the 157 Acre Improvements, and/or (ii) approval by the City Council of the City of Carson.

4. **Prepayment of Loan Amount**. The Loan Amount or portions thereof, may be pre-paid by Maker without penalty.

5. **Assignment**. Maker shall not assign, transfer or convey this Promissory Note to any third party without the prior written consent of Holder, which consent may be granted or withheld in Holder's sole discretion.

6. **Successors Bound**. This Promissory Note shall be binding upon the parties hereto and their respective heirs, successors and assigns.

7. **Severability.** The unenforceability or invalidity of any provision or provisions of this Promissory Note as to any persons or circumstances shall not render that provision or those provisions unenforceable or invalid as to any other person or circumstances, and all provisions hereof, in all other respects, shall remain valid and enforceable.

8. **Governing Law.** The validity, interpretation and performance of this Promissory Note shall be governed by and construed in accordance with the laws of the State of California, without regard to conflicts of laws principles.

9. **Jurisdiction and Venue.** The Holder and the Maker acknowledge and stipulate that the obligation hereunder was entered into in the County of Los Angeles, California. Any legal action or proceeding to interpret, enforce, or which in any way arises out of this Promissory Note shall be instituted and prosecuted in the appropriate court in the County of Los Angeles, California. Holder and Maker expressly waive, to the maximum legal extent, any legal right either Party may have to have such action or proceeding transferred to or prosecuted in any other court or jurisdiction.

10. **Amendments and Modifications.** This Promissory Note may be amended or modified only in writing signed by the Holder and the Maker.

IN WITNESS WHEREOF, Maker has executed this Promissory Note as of the Effective Date.

Maker:

_____

Name:_____

Title:_____

RESOLUTION NO. 25-143

A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2025-26 BUDGET IN THE AMOUNT OF $2,000,000 FOR THE PURPOSE OF EFFECTUATING A LOAN AGREEMENT WITH THE CARSON RECLAMATION AUTHORITY FOR THE DEVELOPMENT OF LENARDO DRIVE AND FURTHER PRIVATE DEVELOPMENT ON THE FORMER CAL-COMPACT LANDFILL

WHEREAS, the City Council adopted the Fiscal Year 2025-26 (FY 25-26) budget on June 27, 2025 for the General Fund and Special Revenue Funds of the City via Resolution No. 25-076; and

WHEREAS, the City of Carson and the Carson Reclamation Authority have negotiated a Loan Agreement whereby the City will provide a loan in the amount of $2,000,000 to the Authority for the purpose of assisting with the design, permitting, administration, and construction management costs associated with the development of public infrastructure on the property, as well as general site management costs during the construction period; and

WHEREAS, the Carson Reclamation Authority shall make an annual report to the City on the use of the loan proceeds and the status of the funded projects; and

WHEREAS, the City Council now desires to amend the FY 2025-26 budget to appropriate funds in an amount not to exceed $2,000,000 from its General Fund Reserve to fund the purposes of the above-described Loan Agreement.

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

Section 1. The following amendments will be made to the City's FY 25-26 budget.

Account	Description	Increase/(Decrease)
578-99-999-501-6004-	CRA Professional Services	$2,000,000

Section 2. The City Clerk shall certify the adoption of this resolution and shall keep a copy of this resolution attached to the FY 25-26 budget on file, and effective as of December 2, 2025, the same shall be in force and effect.

PASSED, APPROVED, and **ADOPTED** this 2nd day of December, 2025.

Lula Davis Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

Sunny 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. 25-143, adopted by the City of Carson City Council at its meeting held on December 2, 2025, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Dr. Khaleah K Bradshaw, City Clerk

Report to Honorable Mayor and City Council

Tuesday, December 2, 2025, 5:00 PM

CONSENT 23.

To: Honorable Mayor and City Council

From: Nathan Freeman, Director of Community and Economic Development CD Administration

Subject: CONSIDER AMENDING THE CONTRACT SERVICES AGREEMENT WITH Z&K CONSULTANTS, INC. TO DEVELOP A SPECIFIC PLAN FOR THE CARSON CIVIC CENTER TO ADD AN ALTERNATIVE TO THE HOTEL IN THE FORM OF AN ENTERTAINMENT, RETAIL AND RESTAURANT DEVELOPMENT (CITY COUNCIL)

I. SUMMARY

At the January 21, 2025 City Council meeting, Council approved a contract services agreement with Z&K Consultants, Inc. for the development of a Carson Civic Center Specific Plan. The City Civic Center Redevelopment Plan envisions modifying the layout, design, and programming of nearly 20 acres of City owned property. The current uses include the existing City Hall building, adjacent events center, and supporting parking areas. Initial concepts have included a five-star resort, performing arts theater, potential multi-family housing, interactive museum, teen/innovation center, remodeling of the existing events center, and new City Hall structure with retail opportunities. An alternative consideration, rather than a hotel, is to develop an entertainment/retail/restaurant complex. To support incorporating this alternative land use into, and updating, the Specific Plan, an amendment to the agreement with Z&K Consultants would be necessary. As such, staff is recommending City Council approve an amendment to the contract services agreement with Z&K Consultants, Inc. to increase the total compensation by $54,000.00 increasing the Contract Sum from $550,000.00 to $604,000.00 to allow Consultant to continue to provide services to include an alternative land use on the designated hotel site into the Specific Plan.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE Amendment No. 1 to the agreement with Z&K Consultants, Inc. to include an alternative to, and update the Carson Civic Center Specific Plan, to increase the total compensation by $54,000.00 increasing the Contract Sum from $550,000.00 to $604,000.00; and
2. AUTHORIZE the Mayor to execute Amendment No. 1 to the Z&K Consultants, Inc. agreement, following approval as to form by the City Attorney.

III. ALTERNATIVES

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

IV. BACKGROUND

At the January 21, 2025 City Council meeting, Council approved a contract services agreement with Z&K Consultants, Inc. for the development of a Carson Civic Center Specific Plan. The City Civic Center Redevelopment Plan envisions modifying the layout, design, and programming of nearly 20 acres of City owned property. The current uses include the existing City Hall building, adjacent events center, and supporting parking areas. Initial concepts have included a five-star resort, performing arts theater, potential multi-family housing, interactive museum, teen/innovation center, remodeling of the existing events center, and new City Hall structure with retail opportunities.

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

The initial concept included a five-start resort but, rather than a hotel, an alternative consideration is to develop an entertainment/retail/restaurant complex. This would create a greater variety of options in this space. To support incorporating this alternative land use into, and updating, the Specific Plan, an amendment to the agreement with Z&K Consultants would be necessary. As such, staff is recommending City Council approve an amendment to the contract services agreement with Z&K Consultants, Inc. to increase the total compensation by $54,000.00 increasing the Contract Sum from $550,000.00 to $604,000.00 to allow the consultant to continue to provide services to include an alternative land use on the designated hotel site into the Specific Plan.

V. FISCAL IMPACT

There is no fiscal impact as there are funds in the Community and Economic Development Department account number 101-70-701-100-6004 from the 2025/26 Fiscal Year budget to fund the proposed amendment with Z&K Consultants, Inc. in the amount of $54,000.

VI. EXHIBITS

1. Exh 1 - Z&K Contract Services Agreement
2. Exh 2 - Z&K Amendment Proposal
3. Exh 3 - Proposed Amendment No. 1 to Z&K Contract Services Agreement

Attachments

EXH 1 - Z&K Contract Services Agreement

EXH 2 - Z&K Amendment Proposal

EXH 3 - (Z&K Consultants) Amendment No. 1 - Civic Center SP FINAL.pdf

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

Z & K CONSULTANTS, INC.

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
Z & K CONSULTANTS, INC.

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 21st day of January, 2025 by and between the CITY OF CARSON, a California municipal corporation ("City") and Z & K CONSULTANTS, INC., a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids seeking proposals for Professional Services – City of Carson Civic Center Specific Plan, dated November 7, 2024, for the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

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

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services

described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant's Proposal.

The Scope of Service shall include the Consultant's scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such

damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or $25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Five Hundred Fifty Thousand Dollars and Zero Cents (**$550,000.00**) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

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

Crystal Fraire, PE	President
(Name)	(Title)

Zack Faqih, PE	Vice President
(Name)	(Title)
Brittany Duhn, PE	Project Manager
(Name)	(Title)

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

4.2 Status of Consultant.

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

4.3 Contract Officer.

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

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number,

compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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

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

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

(c) Automotive Insurance (Coverage Form ISO CA 00 01 including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability

insurance written on a per occurrence for bodily injury and property damage in an amount not less than $1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

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

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

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

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

5.2 General Insurance Requirements.

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

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

No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply

with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

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

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

[to be initialed] CF
Consultant Initials

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

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

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

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative,

arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

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

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

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

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

5.4 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A-" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk

Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

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

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of

ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions

concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

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

7.3 Retention of Funds.

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

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

7.9 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

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

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

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

Consultant's Authorized Initials CF

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[rjl]

CONSULTANT:

Z & K CONSULTANTS, INC.
a California corporation

By: _____
Name: Crystal Fraire, PE
Title: President

By: _____
Name: Zack Faqih, PE
Title: Vice President
Address: 17130 Van Buren Blvd., Suite 122
Riverside, California 92504

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2025 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

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

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2025 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services:

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

A. Create a Vibrant Civic Heart: Reinforce the Civic Center's identity as the "heart" of Carson by celebrating its history and cultural heritage through thoughtful urban design and engaging programming.

B. Foster a Dynamic Downtown: Cultivate an energetic downtown environment that attracts both daytime and nighttime visitors. Develop a phased plan that optimally integrates a diverse mix of uses to promote a balanced, vibrant community space.

C. Utilize Complete Streets Approach: Enhance accessibility and connectivity by designing Carson Boulevard and surrounding streets with a complete streets approach, balancing pedestrian, cyclist, and vehicle needs. Integrate ample parking to support all Civic Center facilities.

D. Establish a Regional Hub for Events and the Arts: Position downtown Carson as a magnet for large-scale public events, with a regional arts and recreation center that complements the Carson Civic Center and attracts both locals and visitors.

E. Build a Landmark Resort Hotel: Develop a high-rise resort hotel on a prominent 4.3-acre site visible from the I-405 Freeway, establishing it as a key destination within the new Civic Center area.

F. Expand Residential and Cultural Facilities: Construct a multi-story mixed-use residential building, a performing arts center, and an interactive museum to enrich the civic and cultural offerings of the community.

G. Revitalize City Hall: Transform City Hall with a multi-story mixed-use building to enhance its functionality and integrate seamlessly with the surrounding urban landscape.

H. Enhance the Community/Event Center: Modernize the Carson Community and Event Center, including the addition of an amphitheater to support a range of public performances and gatherings.

*In connection with the above vision, the Consultant will perform tasks on Exhibit A2

Scope of Work

The project consists of five (5) major tasks:

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

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

Across Tasks 1 through 5, key activities include:

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

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

Task 1: Development of the Civic Center Specific Plan

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Task 2: Programming of Civic Facilities

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

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

Task 3: Concept Architectural Design of Civic Facilities

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

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

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

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

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

Task 4: Cost Estimation for Civic Facilities

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

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

Task 5: Preparation of CEQA Documentation

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

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

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

City Responsibilities

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

Survey and Relevant Plans, Policies, or Studies

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

Economic/Development Data

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

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

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

Infrastructure Data

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

Mobility/Transportation and Traffic Data

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

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

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

A. Draft Specific Plan

B. Final Specific Plan

C. Civic facilities program

D. Concept architectural designs of civic facilities

E. Construction estimated cost report

F. CEQA documents

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

As requested by the City's Contract Officer.

IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

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

A. Amer Jakher, PE, Senior Project Manager

B. Brittany Duhn, PE, Project Manager

C. Gruen Associates, architecture and planning, landscape architecture, and renderings (subconsultant)

D. Iteris, Inc., traffic services (subconsultant)

E. KPFF Consulting Engineers, civil engineering services (subconsultant)

F. Terry A. Hayes Associates Inc., environmental services (subconsultant)

G. Land Econ Group, economic/finance services (subconsultant)

H. Theatre DNA Creative, performing arts consultant services (subconsultant)

I. Leland Saylor Associates, cost estimator services (subconsultant)

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

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

I. Section 1.2 (Consultant's Proposal) is hereby amended to read in its entirety as follows:

"1.2 Consultant's Proposal.

The Scope of Service shall include the Consultant's ***proposal titled "City of Carson Proposal for Carson Civic Center Specific Plan" dated November 21, 2024,*** ~~scope of work or bid~~ which shall be incorporated herein by this reference as though fully set forth herein ***(the "Proposal")***. In the event of any inconsistency between the terms of ***the*** ~~such~~ ***P***~~p~~roposal and this Agreement, the terms of this Agreement shall govern."

II. Section 4.5 (Prohibition Against Subcontracting or Assignment) is hereby amended to read in its entirety as follows:

"4.5 Prohibition Against Subcontracting or Assignment

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, ***with the exception of the subcontractors identified in the immediately following sentence,*** Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. ***The subcontractors City has consented to are as follows:***

i. Gruen Associates, which will provide services for architecture and planning, landscape architecture, and renderings;

ii. Iteris, Inc. for traffic services;

iii. KPFF Consulting Engineers for civil engineering services;

iv. Terry A. Hayes Associates Inc. for environmental services;

v. Land Econ Group for economic/finance services;

vi. Theatre DNA Creative for performing arts consultant services; and

vii. Leland Saylor Associates for cost estimator services.

In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty

five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City."

EXHIBIT "C"
SCHEDULE OF COMPENSATION

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

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

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

Reimbursable expenses are not to exceed $24,199.65.

II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.

III. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for the Services and reimbursable expenses shall not exceed $550,000.00 as provided in Section 2.1 of this Agreement.

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

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

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

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

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

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

Z&KCONS-01 MANOMURUGAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/11/2024

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	CONTACT NAME: Ashly James	
NFP Property & Casualty Services, Inc. 1551 North Tustin Avenue Suite 500 Santa Ana, CA 92705	PHONE (A/C, No, Ext): (623) 278-4358	FAX (A/C, No): (623) 278-4358
	E-MAIL ADDRESS: ashly.james@nfp.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Travelers Property Casualty Company of America	25674
INSURED	INSURER B : HDI Global Specialty SE	A1340J
Z & K Consultants, Inc. 22295 Jessamine Way Corona, CA 92883	INSURER C : James River Insurance Company	12203
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	X	X	6802J978123	5/18/2024	5/18/2025	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 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	X	X	BA6W812054	5/18/2024	5/18/2025	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 DED [X] RETENTION $ 0	X	X	CUP7W800864	5/18/2024	5/18/2025	EACH OCCURRENCE AGGREGATE Prod Comp	$ 5,000,000 $ 5,000,000 $ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	UB9K77696A	5/18/2024	5/18/2025	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	E&O/Professional Lia			FRL-H-P-PL-00003201-01	7/10/2024	7/10/2025	See Description	
C	Excess Liability			00148570-1	7/10/2024	7/10/2025	See Description	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

E&O/Professional Liability | Policy Number: FRL-H-P-PL-00003201-01 | Effective & Expiration Dates: 7/10/2024 - 7/10/2025 | Limits: General Aggregate: $ 2,000,000 Each Claim: $1,000,000 Deductible $5,000 each claim I Deductible Aggregate $15,000 I retroactive date: full prior acts

Excess E&O/Professional Liability | Policy Number: 00148570-1 | Effective & Expiration Dates: 7/10/2024 - 7/10/2025 | Limits: Each Claim: $1,000,000. General Aggregate $1.000.000 | Retro Date: 9/26/2023

Certificate Holder Is named Additional Insured as respects to General Liability. This insurance is primary and non-contributory with any other insurance of the SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Carson
701 E Carson Street
Carson, CA 90745

INSURANCE APPROVED
RG
1/2/2025

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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AGENCY CUSTOMER ID: Z&KCONS-01 MANOMURUGAN

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
NFP Property & Casualty Services, Inc.		Z & K Consultants, Inc. 22295 Jessamine Way Corona, CA 92883
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
additional insured, so long as a written contract or agreement to such exists prior to a loss, per endorsements CG D3 79 02 19 and/or CG D3 81 09 15 & CG D3 81 09 15 attached. A Waiver of subrogation in favor of the certificate holder applies as respects to General Liability coverage, per endorsement CG D3 79 02 19 and/or CG D3 81 09 15 attached. General liability per-project aggregate applies per endorsement CG D4 02 06 19 attached.

Umbrella/Excess Liability underlying policies include General Liability, Employers Liability, Professional Liability & Automobile Liability per schedules EU 00 03 08 18 & PL0014US 12-20 attached.

Certificate Holder is named as Additional Insured as respects to Automobile Liability so long as a written contract or agreement to such exists with the named insured prior to a loss, per endorsement CA T4 20 02 15 attached. A Waiver of subrogation in favor of the certificate holder applies as respects to Automobile Liability coverage, per endorsement CA T4 20 02 15 attached.

A Waiver of subrogation in favor of the certificate holder applies as respects to Workers Compensation coverage, per endorsement CA T4 20 02 15 attached.

City of Carson, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are named Additional Insureds as respects to General Liability, Umbrella Liability and Auto Liability. General Liability insurance is primary and non-contributory with any other insurance of the additional insureds, so long as a written contract or agreement to such exists prior to a loss. A Waiver of subrogation in favor of the additional insureds applies as respects to General Liability, Auto Liability, Umbrella Liability and Workers Compensation coverage so long as written contract or agreement exists as per attached endorsement CG D3 79 02 19 and/or CG D3 81 09 15, CA T4 20 02 15 and WC 99 03 76 (A)-001. Umbrella Liability Follow Form.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to **SECTION II – WHO IS AN INSURED**:

   Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

   a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and

   b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

   The person or organization does not qualify as an additional insured:

   c. With respect to the independent acts or omissions of such person or organization; or

   d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

   The insurance provided to such additional insured is limited as follows:

   e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

   f. This insurance does not apply to the rendering of or failure to render any "professional services".

   g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section **III** – Limits Of Insurance.

   h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph **4.a.** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

   The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

   (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

   (2) The "personal injury" for which coverage is sought arises out of an offense committed;

   after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

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3. The following is added to Paragraph **8., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

   We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

   "Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

   a. After you have signed that written contract;

   b. While that part of the written contract is in effect; and

   c. Before the end of the policy period.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Non-Owned Watercraft – 75 Feet Long Or Less

B. Who Is An Insured – Unnamed Subsidiaries

C. Who Is An Insured – Retired Partners, Members, Directors And Employees

D. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees

E. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies

F. Blanket Additional Insured – Controlling Interest

G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers

H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises

I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations

J. Incidental Medical Malpractice

K. Medical Payments – Increased Limit

L. Amendment Of Excess Insurance Condition – Professional Liability

M. Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement

N. Contractual Liability – Railroads

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph **(2)** of Exclusion **g., Aircraft, Auto Or Watercraft**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

(2) A watercraft you do not own that is:

(a) 75 feet long or less; and

(b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph **2.e.** of **SECTION II – WHO IS AN INSURED**:

e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

(1) 75 feet long or less; and

(2) Not being used to carry any person or property for a charge;

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

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b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph **2.** of **SECTION II – WHO IS AN INSURED**:

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

(1) "Bodily injury":

(a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;

(b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Personal injury":

(a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph **(2)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(2)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(3) "Property damage" to property:

(a) Owned, occupied or used by; or

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

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D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Paragraphs **(1)(a)**, **(b)** and **(c)** above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph **3.** of **SECTION II – WHO IS AN INSURED**:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph **1.** of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

a. Such financial control; or

b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph **4.** of **SECTIO N II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

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subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such person or organization does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or

(2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

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occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph **7.** of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

a. $10,000; or

b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage **A** or Coverage **B**.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

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N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

   c. Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL AGGREGATE LIMIT OTHER THAN PROJECTS AND DESIGNATED PROJECT AND LOCATION AGGREGATE LIMITS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE – LIMITS OF INSURANCE AND DESIGNATED PROJECTS AND LOCATIONS

LIMITS OF INSURANCE

Total Aggregate Limit (Other Than Projects and Products-Completed Operations)	**$ 2,000,000**
Designated Location Aggregate Limit (Other Than Products-Completed Operations)	**$ 2,000,000**
Designated Project Aggregate Limit (Other Than Products-Completed Operations)	**$ 2,000,000**
General Aggregate Limit (Other Than Products-Completed Operations)	**$ 2,000,000**

Designated Projects:
Each "project" for which you have agreed, in a written contract which is in effect during this policy period, to provide a separate General Aggregate Limit, provided that the contract is signed by you before the "bodily injury" or "property damage" occurs.

Designated Locations:
All locations listed in Item 3. of the Common Policy Declarations or in any Master Pac Account Exposure Endorsement included in this policy.

PROVISIONS

1. The General Aggregate Limit (Other Than Products-Completed Operations) shown in the Declarations is replaced by the Limits of Insurance shown in the Schedule – Limits Of Insurance And Designated Projects And Locations.
2. The following replaces Paragraph **1.** of **SECTION III – LIMITS OF INSURANCE**:

1. The Limits of Insurance shown in the Declarations or the Schedule – Limits Of Insurance And Designated Projects And Locations, whichever apply, and the rules below fix the most we will pay regardless of the number of:
   - **a.** Insureds;
   - **b.** Claims made or "suits" brought;

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c. Persons or organizations making claims or bringing "suits"; or

d. "Projects" or "locations".

3. The following replaces Paragraph **2.** of **SECTION III – LIMITS OF INSURANCE**:

2. a. The Total Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations is the most we will pay for the sum of all amounts under the Designated Location Aggregate Limit and all amounts under the General Aggregate Limit. This includes:

(1) Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";

(2) Damages under Coverage **B**; and

(3) Medical expenses under Coverage **C**.

b. The Designated Project Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:

(1) The Designated Project Aggregate Limit is the most we will pay for the sum of:

(a) Damages under Coverage **A** because of "bodily injury" and "property damage" caused by "occurrences"; and

(b) Medical expenses under Coverage **C** for "bodily injury" caused by accidents;

that can be attributed only to operations at a single "project".

(2) The Designated Project Aggregate Limit applies separately to each "project".

(3) The Designated Project Aggregate Limit does not apply to damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph **3.** below applies to such damages.

(4) The Designated Project Aggregate Limit does not apply to damages under Coverage **B**. Instead, the General Aggregate Limit described in Paragraph **2.d.** below applies to such damages.

(5) Any payments made for damages or medical expenses to which the Designated Project Aggregate Limit applies will reduce the Designated Project Aggregate Limit for the applicable "project". Such payments will not reduce the Total Aggregate Limit, the General Aggregate Limit described in Paragraph **2.d.** below, the Designated Project Aggregate Limit for any other "project" or the Designated Location Aggregate Limit.

c. Subject to the Total Aggregate Limit described in Paragraph **2.a.** above, the Designated Location Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:

(1) The Designated Location Aggregate Limit is the most we will pay for the sum of:

(a) Damages under Coverage **A** because of "bodily injury" and "property damage" caused by "occurrences"; and

(b) Medical expenses under Coverage **C** for "bodily injury" caused by accidents;

that can be attributed only to operations at a single "location".

(2) The Designated Location Aggregate Limit applies separately to each "location".

(3) The Designated Location Aggregate Limit does not apply to damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph **3.** below applies to such damages.

(4) The Designated Location Aggregate Limit does not apply to damages under Coverage **B**. Instead, the General Aggregate Limit described in

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Paragraph **2.d.** below applies to such damages.

(5) Any payments made for damages or medical expenses to which the Designated Location Aggregate Limit applies will reduce:

(a) The Total Aggregate Limit; and

(b) The Designated Location Aggregate Limit for the applicable "location".

Such payments will not reduce the General Aggregate Limit described in Paragraph **2.d.** below, the Designated Project Aggregate Limit or the Designated Location Aggregate Limit for any other "location".

d. Subject to the Total Aggregate Limit described in Paragraph **2.a.** above, the General Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:

(1) The General Aggregate Limit is the most we will pay for the sum of:

(a) Damages under Coverage **A** because of "bodily injury" and "property damage" caused by "occurrences", and medical expenses under Coverage **C** for "bodily injury" caused by accidents, that cannot be attributed only to operations at a single "project" or a single "location"; and

(b) Damages under Coverage **B**.

(2) The General Aggregate Limit does not apply to damages for "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph **3.** below applies to such damages.

(3) Any payments made for damages or medical expenses to which the General Aggregate Limit applies will reduce:

(a) The Total Aggregate Limit; and

(b) The General Aggregate Limit.

Such payments will not reduce the Designated Project Aggregate Limit for any "project" or the Designated Location Aggregate Limit for any "location".

4. The following replaces Paragraph **3.** of **SECTION III – LIMITS OF INSURANCE**:

3. The Products-Completed Operations Aggregate Limit shown in the Declarations is the most we will pay under Coverage **A** for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Any payments made for such damages will not reduce the Total Aggregate Limit, the General Aggregate Limit, the Designated Project Aggregate Limit for any "project" or the Designated Location Aggregate Limit for any "location".

5. The following is added to the **DEFINITIONS** Section:

"Location" means any designated location shown in the Schedule – Limits Of Insurance And Designated Projects and Locations that is owned by or rented to you. For the purposes of determining the applicable aggregate limit of insurance, each "location" that includes a premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or waterway, or by a right-of-way of a railroad, will be considered a single "location".

"Project" means any designated project shown in the Schedule – Limits Of Insurance And Designated Projects And Locations that is away from premises owned by or rented to you and at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes a premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or waterway, or by a right-of-way of a railroad, will be considered a single "project".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BLANKET ADDITIONAL INSURED

B. EMPLOYEE HIRED AUTO

C. EMPLOYEES AS INSURED

D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

E. TRAILERS – INCREASED LOAD CAPACITY

F. HIRED AUTO PHYSICAL DAMAGE

G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

I. WAIVER OF DEDUCTIBLE – GLASS

J. PERSONAL PROPERTY

K. AIRBAGS

L. AUTO LOAN LEASE GAP

M. BLANKET WAIVER OF SUBROGATION

A. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

C. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

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Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

E. TRAILERS – INCREASED LOAD CAPACITY

The following replaces Paragraph **C.1.** of **SECTION I – COVERED AUTOS**:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Covered Autos Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" to any one "auto" that you hire, rent or borrow is the lesser of:

(a) $50,000;

(b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

(a) Any "auto" that is hired, rented or borrowed with a driver; or

(b) Any "auto" that is hired, rented or borrowed from your "employee".

G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

Paragraph **C.1.b.** of **SECTION III – PHYSICAL DAMAGE COVERAGE** is deleted.

I. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D., Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property Coverage

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Property coverage.

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K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

(1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

(a) Overdue lease or loan payments at the time of the "loss";

(b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(c) Security deposits not returned by the lessor;

(d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

(e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

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EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

THIS POLICY, INPART, PROVIDES FOLLOW-FORM LIABILITY COVERAGE.

COVERAGE WILL APPLY ON A CLAIMS-MADE BASIS WHEN FOLLOWING CLAIMS-MADE UNDERLYING INSURANCE.

COVERAGE WILL APPLY ON A DEFENSE-WITHIN-LIMITS BASIS WHEN FOLLOWING UNDERLYING INSURANCE UNDER WHICH DEFENSE EXPENSES ARE PAYABLE WITHIN, AND NOT IN ADDITION TO, THE LIMITS OF INSURANCE. WHEN FOLLOWING SUCH UNDERLYING INSURANCE, PAYMENT OF DEFENSE EXPENSES UNDER THIS POLICY WILL REDUCE, AND MAY EXHAUST, THE LIMITS OF INSURANCE OF THIS POLICY.

PLEASE READ THE ENTIRE POLICY CAREFULLY.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II – WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VI – DEFINITIONS**.

SECTION I – COVERAGES

A. COVERAGE A – EXCESS FOLLOW-FORM LIABILITY

1. We will pay on behalf of the insured those sums, in excess of the "applicable underlying limit", that the insured becomes legally obligated to pay as damages to which Coverage **A** of this insurance applies, provided that the "underlying insurance" would apply to such damages but for the exhaustion of its applicable limits of insurance. If a sublimit is specified in any "underlying insurance", Coverage **A** of this insurance applies to damages that are in excess of that sublimit only if such sublimit is shown for that "underlying insurance" in the Schedule Of Underlying Insurance.

2. Coverage **A** of this insurance is subject to the same terms, conditions, agreements, exclusions and definitions as the "underlying insurance", except with respect to any provisions to the contrary contained in this insurance.

3. The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**.

4. For the purposes of Paragraph **1.** above:

a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance will be considered to be reduced or exhausted only by the following payments:

(1) Payments of judgments or settlements for damages that are covered by that "underlying insurance". However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess Follow-Form And Umbrella Liability Insurance, any such payments for damages that would not be covered by this Excess Follow-Form And Umbrella Liability

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Insurance because of its different policy period will not reduce or exhaust the applicable limit of insurance stated for such "underlying insurance";

(2) Payments of "medical expenses" that are covered by that "underlying insurance" and are incurred for "bodily injury" caused by an accident that takes place during the policy period of this Excess Follow-Form And Umbrella Liability Insurance; or

(3) Payments of defense expenses that are covered by that "underlying insurance", only if such "underlying insurance" includes such payments within the limits of insurance. However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess Follow-Form And Umbrella Liability Insurance, any such payments for defense expenses that would not be covered by this Excess Follow-Form And Umbrella Liability Insurance because of its different policy period will not reduce or exhaust the applicable limit of insurance stated for such "underlying insurance".

If the applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance is actually reduced or exhausted by other payments, Coverage **A** of this insurance is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had such limit not been actually reduced or exhausted by such other payments.

b. If any "underlying insurance" has a limit of insurance greater than the amount shown for that insurance in the Schedule of Underlying Insurance, this insurance will apply in excess of that greater amount. If any "underlying insurance" has a limit of insurance, prior to any reduction or exhaustion by payment of damages, "medical expenses" or defense expenses described in Paragraph **a.** above, that is less than the amount shown for that insurance in the Schedule Of Underlying Insurance, this insurance will apply in excess of the amount shown for such insurance in the Schedule Of Underlying Insurance.

5. When the "underlying insurance" applies on a claims-made basis and includes a retroactive date provision, the retroactive date for Coverage **A** of this insurance is the same as the retroactive date of that "underlying insurance".

B. COVERAGE B – UMBRELLA LIABILITY

1. We will pay on behalf of the insured those sums in excess of the "self-insured retention" that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which Coverage **B** of this insurance applies.

2. Coverage **B** of this insurance applies to "bodily injury" or "property damage" only if:

a. The "bodily injury" or "property damage" is caused by an "occurrence" that takes place anywhere in the world;

b. The "bodily injury" or "property damage" occurs during the policy period; and

c. Prior to the policy period, no insured listed under Paragraph **1.** in Paragraph **B., COVERAGE B – UMBRELLA LIABILITY**, of **SECTION II – WHO IS AN INSURED** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, in whole or in part, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

3. Coverage **B** of this insurance applies to "personal injury" or "advertising injury" caused by an offense arising out of your business, but only if the offense was committed during the policy period anywhere in the world.

4. The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**.

5. "Bodily injury" or "property damage":

a. Which occurs during the policy period; and

b. Which was not prior to, but was during, the policy period known to have occurred by any insured listed under Paragraph **1.** in Paragraph **B., COVERAGE B – UMBRELLA LIABILITY** of **SECTION II – WHO IS AN INSURED**, or any "employee" authorized by you to give notice of an "occurrence" or claim;

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includes any continuation, change or resumption of the "bodily injury" or "property damage" after the end of the policy period.

6. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** in Paragraph **B.**, **COVERAGE B – UMBRELLA LIABILITY**, of **SECTION II – WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
   a. Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
   b. Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
   c. Becomes aware by any other means that the "bodily injury" or "property damage" has occurred or has begun to occur.
7. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
8. Coverage **B** of this insurance does not apply to damages covered by any "underlying insurance" or that would have been covered by any "underlying insurance" but for the exhaustion of its applicable limit of insurance.

C. COVERAGE C – CRISIS MANAGEMENT SERVICE EXPENSES

1. We will reimburse the insured, or pay on the insured's behalf, "crisis management service expenses" to which Coverage **C** applies.
2. Coverage **C** of this insurance applies to "crisis management service expenses" that:
   a. Arise out of a "crisis management event" that first commences during the policy period;
   b. Are incurred by the insured, after a "crisis management event" first commences and before such event ends; and
   c. Are submitted to us within 180 days after the "crisis management advisor" advises you that the "crisis management event" no longer exists.
3. A "crisis management event" will be deemed to:
   a. First commence at the time when any "executive officer" first becomes aware of an "event" or "occurrence" that leads to that "crisis management event"; and
   b. End when we decide that the crisis no longer exists or when the Crisis Management Service Expenses Limit has been exhausted, whichever occurs first.
4. The amount we will pay for "crisis management service expenses" is limited as described in **SECTION III – LIMITS OF INSURANCE**.
5. A "self-insured retention" does not apply to "crisis management service expenses".
6. Any payment of "crisis management service expenses" that we make will not be determinative of our obligations under this insurance with respect to any claim or "suit" or create any duty to defend or indemnify any insured for any claim or "suit".

D. DEFENSE AND SUPPLEMENTARY PAYMENTS

1. We will have the right and duty to defend the insured:
   a. Under Coverage **A**, against a "suit" seeking damages to which such coverage applies, if:
      (1) The "applicable underlying limit" is the applicable limit of insurance stated for a policy of "underlying insurance" in the Schedule Of Underlying Insurance and such limit has been exhausted solely due to payments as permitted in Paragraphs **4.a.(1)**, **(2)** and **(3)** of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**; or
      (2) The "applicable underlying limit" is the applicable limit of any "other insurance" and such limit has been exhausted by payments of judgments, settlements or medical expenses, or related costs or expenses (if such costs or expenses reduce such limits).

      For any "suit" for which we have the right and duty to defend the insured under Coverage **A**, defense expenses will be within the limits of insurance of this policy when such expenses are within the limits of insurance of the applicable "underlying insurance"; or
   b. Under Coverage **B**, against a "suit" seeking damages to which such coverage applies.
2. We have no duty to defend any insured against any "suit":
   a. Seeking damages to which this insurance does not apply; or
   b. If any other insurer has a duty to defend.

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3. When we have the duty to defend, we may, at our discretion, investigate and settle any claim or "suit". In all other cases, we may, at our discretion, participate in the investigation, defense and settlement of any claim or "suit" for damages to which this insurance may apply. If we exercise such right to participate, all expenses we incur in doing so will not reduce the applicable limits of insurance.
4. Our duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements, or defense expenses if such expenses are within the limits of insurance of this policy.
5. We will pay, with respect to a claim we investigate or settle, or "suit" against an insured we defend:
   a. All expenses we incur.
   b. The cost of:
      (1) Bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which this insurance applies; or
      (2) Appeal bonds and bonds to release attachments;

      but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
   c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of such claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.
   d. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
   e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
   f. All interest that accrues on the full amount of any judgment after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable limit of insurance. If we do not pay part of the judgment for any reason other than it is more than the applicable limit of insurance, we will not pay any interest that accrues on that portion of the judgment.

   With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY**, these payments will not reduce the applicable limits of insurance, but only if the applicable "underlying insurance" provides for such payments in addition to its limits of insurance. With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE B – UMBRELLA LIABILITY**, these payments will not reduce the applicable limits of insurance.

SECTION II – WHO IS AN INSURED

A. COVERAGE A – EXCESS FOLLOW-FORM LIABILITY

With respect to Coverage **A**, the following persons and organizations qualify as insureds:

1. The Named Insured shown in the Declarations; and
2. Any other person or organization qualifying as an insured in the "underlying insurance". If you have agreed to provide insurance for that person or organization in a written contract or agreement:
   a. The limits of insurance afforded to such person or organization will be:
      (1) The amount by which the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement exceed the total limits of insurance of all applicable "underlying insurance"; or
      (2) The limits of insurance of this policy;

      whichever is less; and
   b. Coverage under this policy does not apply to such person or organization if the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement are wholly within the total limits of insurance of all available applicable "underlying insurance".

B. COVERAGE B – UMBRELLA LIABILITY

With respect to Coverage **B**:

1. The Named Insured shown in the Declarations is an insured.
2. If you are:
   a. An individual, your spouse is also an insured, but only with respect to the conduct of a business of which you are the sole owner.

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b. A partnership or joint venture, your members, your partners and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, your members are also insureds, but only with respect to the conduct of your business. Your managers are also insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, your "officers" and directors are also insureds, but only with respect to their duties as your "officers" or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, your trustees are also insureds, but only with respect to their duties as trustees.

3. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers" other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Property damage" to property:

(a) Owned, occupied or used by; or

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees" or "volunteer workers", any of your partners or members (if you are a partnership or joint venture), or any of your members (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

4. Any organization, other than a partnership, joint venture or limited liability company, of which you are the sole owner, or in which you

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maintain an ownership interest of more than 50%, on the first day of the policy period is an insured and will qualify as a Named Insured. No such organization is an insured or will qualify as a Named Insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such organization.

5. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, is an insured and will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
   a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
   b. Coverage for such organization does not apply to:
      (1) "Bodily injury" or "property damage" that occurred; or
      (2) "Personal injury" or "advertising injury" arising out of an offense committed;

      before you acquired or formed the organization.

No person or organization is an insured or will qualify as a Named Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Paragraph **B.** of **SECTION II – WHO IS AN INSURED**.

C. COVERAGE C – CRISIS MANAGEMENT SERVICE EXPENSES

With respect to Coverage **C**, the following persons and organizations are insureds and will qualify as Named Insureds:

1. The Named Insured shown in the Declarations.
2. Any organization, other than a partnership, joint venture or limited liability company, of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, on the first day of the policy period. No such organization is an insured or will qualify as a Named Insured for "crisis management service expenses" arising out of a "crisis management event" that first commences after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such organization.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, if there is no other similar insurance available to that organization. However:
   a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
   b. Coverage for such organization does not apply to "crisis management service expenses" arising out of a "crisis management event" that occurred before you acquired or formed the organization, even if an "executive officer" only first becomes aware of an "event" or "occurrence" that leads to such "crisis management event" after the date you acquired or formed the organization.

No person or organization is an insured or will qualify as a Named Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

A. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay for the amounts described below to which this insurance applies regardless of the number of:

1. Insureds;
2. Claims made or "suits" brought;
3. Number of vehicles involved;
4. Persons or organizations making claims or bringing "suits"; or
5. Coverages provided under this insurance.

As indicated in Paragraph **D.1.** of **SECTION I – COVERAGES**, for any "suit" for which we have the right and duty to defend the insured under Coverage **A**, defense expenses will be within the limits of insurance of this policy when such expenses are within the limits of insurance of the applicable "underlying insurance".

B. The General Aggregate Limit is the most we will pay for the sum of all:

1. Damages; and
2. Defense expenses if such expenses are within the limits of insurance of this policy;

except:

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1. Damages and defense expenses because of "bodily injury" or "property damage" included in the "auto hazard";
2. Damages and defense expenses because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; or
3. Damages and defense expenses for which insurance is provided under any Aircraft Liability coverage included as "underlying insurance" to which no aggregate limit applies.

C. The Products-Completed Operations Aggregate Limit is the most we will pay for the sum of all:

1. Damages; and
2. Defense expenses if such expenses are within the limits of insurance of this policy;

because of "bodily injury" or "property damage" included in the "products-completed operations hazard".

D. Subject to Paragraph **B.** or **C.** above, whichever applies, the Occurrence Limit is the most we will pay for the sum of all:

1. Damages, and defense expenses if such expenses are within the limits of insurance of this policy, under Coverage **A** arising out of any one "event" to which the "underlying insurance" applies a limit of insurance that is separate from any aggregate limit of insurance; and
2. Damages under Coverage **B** because of all "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any one "occurrence".

For the purposes of determining the applicable Occurrence Limit, all related acts or omissions committed in the providing or failing to provide first aid or "Good Samaritan services" to any one person will be considered one "occurrence".

E. The Crisis Management Service Expenses Limit is the most we will pay for the sum of all "crisis management service expenses" arising out of all "crisis management events". Payment of such "crisis management service expenses" is in addition to, and will not reduce, any other limit of insurance of this policy.

F. The limits of insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations. If the policy period is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period for purposes of determining the limits of insurance.

SECTION IV – EXCLUSIONS

This insurance does not apply to:

A. With respect to Coverage **A** and Coverage **B**:

1. **Asbestos**

   a. Damages arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the damages are caused or contributed to by the hazardous properties of asbestos.

   b. Damages arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any damages described in Paragraph **a.** above.

   c. Any loss, cost or expense arising out of any:

   (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

   (2) Claim or "suit" by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

2. **Employment-Related Practices**

   Damages because of injury to:

   a. A person arising out of any:

   (1) Refusal to employ that person;

   (2) Termination of that person's employment; or

   (3) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment, applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is

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committed before, during or after the time of that person's employment; or

b. The spouse, child, parent, brother or sister of that person as a consequence of injury to that person as described in Paragraphs **a.(1)**, **(2)** or **(3)** above.

This exclusion applies:

a. Whether the insured may be liable as an employer or in any other capacity; and

b. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

3. ERISA, COBRA And Similar Laws

Any obligation of the insured under:

a. The Employees Retirement Income Security Act Of 1974 (ERISA) or any of its amendments;

b. The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) or any of its amendments; or

c. Any similar common or statutory law of any jurisdiction.

4. Medical Expenses Or Payments

Any obligation of the insured under any "medical expenses" or medical payments coverage.

5. Nuclear Material

Damages arising out of:

a. The actual, alleged or threatened exposure of any person or property to; or

b. The "hazardous properties" of;

any "nuclear material".

As used in this exclusion:

a. "Hazardous properties" includes radioactive, toxic or explosive properties;

b. "Nuclear material" means "source material", "special nuclear material" or "by-product material"; and

c. "Source material", "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or any of its amendments.

6. Uninsured or Underinsured Motorists, No-Fault And Similar Laws

Any liability imposed on the insured, or the insured's insurer, under any of the following laws:

a. Uninsured motorists;

b. Underinsured motorists;

c. Auto no-fault or other first-party personal injury protection (PIP);

d. Supplementary uninsured/underinsured motorists (New York); or

e. Medical expense benefits and income loss benefits (Virginia).

7. War

Damages arising out of:

a. War, including undeclared or civil war; or

b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

8. Workers Compensation And Similar Laws

Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.

B. With respect to Coverage **B**:

1. Expected Or Intended Bodily Injury Or Property Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

2. Contractual Liability

"Bodily injury", "property damage", "personal injury" or "advertising injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

3. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be liable by reason of:

a. Causing or contributing to the intoxication of any person, including causing or contributing to the intoxication of any person because alcoholic beverages were permitted to be brought on your premises for consumption on your premises;

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b. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

c. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

4. Employers Liability

"Bodily injury" to:

a. An "employee" of the insured arising out of and in the course of:

(1) Employment by the insured; or

(2) Performing duties related to the conduct of the insured's business; or

b. The spouse, child, parent, brother or sister of that "employee" as a consequence of "bodily injury" described in Paragraph **a.** above.

This exclusion applies:

a. Whether the insured may be liable as an employer or in any other capacity; and

b. To any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

5. Pollution

a. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants".

b. Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or any other person or organization test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or "suit" by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

6. Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is owned or operated by or rented or loaned to any insured.

7. Auto

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any "auto". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any "auto".

This exclusion does not apply to "bodily injury" or "property damage" caused by an "occurrence" that takes place outside of the United States of America (including its territories and possessions), Puerto Rico and Canada.

8. Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to a watercraft:

a. While ashore on premises owned by or rented to any insured; or

b. That is 50-feet long or less and that:

(1) You own; or

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(2) You do not own and is not being used to carry any person or property for a charge.

9. Electronic Data

Damages claimed for the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

10. Damage To Property, Products Or Work

"Property damage" to:

a. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person or organization, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

b. Premises you sell, give away or abandon if the "property damage" arises out of any part of those premises;

c. Property loaned to you;

d. Personal property in the care, custody or control of the insured;

e. That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations if the "property damage" arises out of those operations;

f. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it;

g. "Your product" arising out of "your product" or any part of it; or

h. "Your work" arising out of "your work" or any part of it and included in the "products-completed operations hazard".

11. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property", or property that has not been physically injured, arising out of:

a. A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

b. A delay or failure by you, or anyone acting on your behalf, to fulfill the terms of a contract or agreement.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

12. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

a. "Your product";

b. "Your work"; or

c. "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

13. Violation Of Consumer Financial Protection Laws

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any actual or alleged violation of a "consumer financial protection law", or any other "bodily injury", "property damage", "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such violation.

14. Unsolicited Communication

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

15. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

16. Knowing Violation Of Rights Of Another

"Personal injury" or "advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal injury" or "advertising injury".

17. Material Published With Knowledge Of Falsity

"Personal injury" or "advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

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18. Material Published Or Used Prior To Policy Period

a. "Personal injury" or "advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or

b. "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

19. Criminal Acts

"Personal injury" or "advertising injury" arising out of a criminal act committed by or at the direction of the insured.

20. Breach Of Contract

"Personal injury" or "advertising injury" arising out of a breach of contract.

21. Quality Or Performance Of Goods – Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

22. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

23. Intellectual Property

"Personal injury" or "advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

a. Copyright;

b. Patent;

c. Trade dress;

d. Trade name;

e. Trademark;

f. Trade secret; or

g. Other intellectual property rights or laws.

This exclusion does not apply to:

a. "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or

b. Any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

24. Insureds In Media And Internet Type Business

"Personal injury" or "advertising injury" arising out of an offense committed by an insured whose business is:

a. Advertising, "broadcasting" or publishing;

b. Designing or determining content of web-sites for others; or

c. An Internet search, access, content or service provider.

This exclusion does not apply to Paragraphs **a.(1)**, **(2)** and **(3)** of the definition of "personal injury".

For the purposes of this exclusion:

a. Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and

b. The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

25. Electronic Chatrooms Or Bulletin Boards

"Personal injury" or "advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns or over which the insured exercises control.

26. Unauthorized Use Of Another's Name Or Product

"Personal injury" or "advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

C. With respect to Coverage **C**:

Newly Acquired, Controlled Or Formed Entities

"Crisis management service expenses" arising out of a "crisis management event" that involves any organization you newly acquire or form and that occurred prior to the date you acquired or formed that organization, even if an "executive officer" only first becomes aware of an "event" or "occurrence" that leads to such "crisis

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management event" after the date you acquired or formed such organization.

SECTION V – CONDITIONS

A. APPEALS

1. If the insured or the insured's "underlying insurer" elects not to appeal a judgment which exceeds the "applicable underlying limit" or "self-insured retention", we may do so.
2. If we appeal such a judgment, we will pay all costs of the appeal. These payments will not reduce the applicable limits of insurance. In no event will our liability exceed the applicable limit of insurance.

B. BANKRUPTCY

1. Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this insurance.
2. In the event of bankruptcy or insolvency of any "underlying insurer", this insurance will not replace such bankrupt or insolvent "underlying insurer's" policy, and this insurance will apply as if such "underlying insurer" had not become bankrupt or insolvent.

C. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this insurance by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this insurance by mailing or delivering to such first Named Insured written notice of cancellation at least:
   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b. 60 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to such first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this insurance is cancelled, we will send such first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If such first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

D. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. No change can be made in the terms of this insurance except with our consent. The terms of this insurance can be amended or waived only by endorsement issued by us and made a part of this policy.

E. CURRENCY

Payments for damages or expenses described in Paragraph **5.** of Paragraph **D., DEFENSE AND SUPPLEMENTARY PAYMENTS**, of **SECTION I – COVERAGES** will be in the currency of the United States of America. At our sole option, we may make these payments in a different currency. Any necessary currency conversion for such payments will be calculated based on the rate of exchange published in the Wall Street Journal immediately preceeding the date the payment is processed.

F. DUTIES REGARDING AN EVENT, OCCURRENCE, CLAIM OR SUIT

1. You must see to it that we are notified as soon as practicable of an "event" or "occurrence" which may result in a claim under this insurance. To the extent possible, notice should include:
   a. How, when and where the "event" or "occurrence" took place;
   b. The names and addresses of any persons or organizations sustaining injury, damage or loss, and the names and addresses of any witnesses; and
   c. The nature and location of any injury or damage arising out of the "event" or "occurrence".
2. If a claim is made or "suit" is brought against any insured which may result in a claim under this insurance, you must see to it that we receive written notice of the claim or "suit" as soon as practicable.
3. With respect to Coverage **A**, the insured must:
   a. Cooperate with us in the investigation, settlement or defense of any claim or "suit";
   b. Comply with the terms of the "underlying insurance"; and
   c. Pursue all rights of contribution or indemnity against any person or organization who may be liable to the insured because of the injury, damage or loss for which insurance is provided under

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this policy or any policy of "underlying insurance".

4. With respect to Coverage **B**, the insured must:
   a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
   b. Authorize us to obtain necessary records and other information;
   c. Cooperate with us in the investigation, settlement or defense of any claim or "suit"; and
   d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which Coverage **B** may apply.
5. No insured will, except at that insured's own expense, voluntarily make a payment, assume any obligation, make any admission or incur any expense, other than for first aid for "bodily injury" covered by this insurance, without our consent.
6. Knowledge of an "event", "occurrence", claim or "suit" by your agent, servant or "employee" will not constitute knowledge by you, unless your insurance or risk manager, or anyone working in the capacity as your insurance or risk manager, or anyone you designate with the responsibility of reporting an "event", "occurrence", claim or "suit":
   a. Has received notice of such "event", "occurrence", claim or "suit" from such agent, servant or "employee"; or
   b. Otherwise has knowledge of such "event", "occurrence", claim or "suit".

G. DUTIES REGARDING A CRISIS MANAGEMENT EVENT

You must:

1. Notify us within 30 days of a "crisis management event" that may result in "crisis management service expenses".
2. Provide written notice of the "crisis management event" as soon as practicable. To the extent possible, notice should include:
   a. How, when and where that "crisis management event" took place;
   b. The names and addresses of any persons or organizations sustaining injury, damage or loss, and the named and addresses of any witnesses;
   c. The nature and location of any injury or damage arising out of that "crisis management event"; and
   d. The reason that "crisis management event" is likely to involve damages covered by this insurance in excess of the "applicable underlying limit" or "self-insured retention" and involve regional or national media coverage.

H. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this insurance:

1. At any time during the policy period;
2. Up to three years after the end of the policy period; and
3. Within one year after final settlement of all claims under this insurance.

I. EXTENDED REPORTING PERIOD OPTION

1. When the "underlying insurance" applies on a claims-made basis, any automatic or basic "extended reporting period" in such "underlying insurance" will apply to this insurance.
2. When the "underlying insurance" applies on a claims-made basis and you elect to purchase an optional or supplemental "extended reporting period" in such "underlying insurance," that "extended reporting period" will apply to this insurance only if:
   a. A written request to purchase an Extended Reporting Period endorsement for this insurance is made by you and received by us within 90 days after the end of the policy period;
   b. You have paid all premiums due for this policy at the time you make such request;
   c. You promptly pay the additional premium we charge for the Extended Reporting Period endorsement for this insurance when due. We will determine that additional premium after we have received your request for the Extended Reporting Period endorsement for this insurance. That additional premium is not subject to any limitation stated in the "underlying insurance" on the amount or percentage of additional premium that may be charged for the "extended reporting period" in such "underlying insurance"; and

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d. That Extended Reporting Period endorsement is issued by us and made a part of this policy.

3. Any Extended Reporting Period endorsement for this insurance will not reinstate or increase the Limits of Insurance or extend the policy period.

4. Except with respect to any provisions to the contrary contained in Paragraphs **1.**, **2.** or **3.** above, all provisions of any option to purchase an "extended reporting period" granted to you in the "underlying insurance" apply to this insurance.

J. INSPECTIONS AND SURVEYS

1. We have the right but are not obligated to:

a. Make inspections and surveys at any time;

b. Give you reports on the conditions we find; and

c. Recommend changes.

2. Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions:

a. Are safe or healthful; or

b. Comply with laws, regulations, codes or standards.

K. LEGAL ACTION AGAINST US

1. No person or organization has a right under this insurance:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this insurance unless all of its terms have been fully complied with.

2. A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured. We will not be liable for damages that:

a. Are not payable under the terms of this insurance; or

b. Are in excess of the applicable limit of insurance.

An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

L. MAINTENANCE OF UNDERLYING INSURANCE

1. The insurance afforded by each policy of "underlying insurance" will be maintained for the full policy period of this Excess Follow-Form And Umbrella Liability Insurance. This provision does not apply to the reduction or exhaustion of the aggregate limit or limits of such "underlying insurance" solely by payments as permitted in Paragraphs **4.a.(1)**, **(2)** and **(3)** of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**. As such policies expire, you will renew them at limits and with coverage at least equal to the expiring limits of insurance. If you fail to comply with the above requirements, Coverage **A** is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had you complied with the above requirements.

2. The first Named Insured shown in the Declarations must give us written notice of any change in the "underlying insurance" as respects:

a. Coverage;

b. Limits of insurance;

c. Termination of any coverage; or

d. Exhaustion of aggregate limits.

3. If you are unable to recover from any "underlying insurer" because you fail to comply with any term or condition of the "underlying insurance", Coverage **A** is not invalidated. However, we will pay for any loss only to the extent that we would have paid had you complied with that term or condition in that "underlying insurance".

M. OTHER INSURANCE

This insurance is excess over any valid and collectible "other insurance" whether such "other insurance" is stated to be primary, contributing, excess, contingent or otherwise. This provision does not apply to a policy bought specifically to apply as excess of this insurance.

However, if you specifically agree in a written contract or agreement that the insurance provided to any person or organization that qualifies as an insured under this insurance must apply on a primary basis, or a primary and non-contributory basis, then insurance provided under Coverage **A** is subject to the following provisions:

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1. This insurance will apply before any "other insurance" that is available to such additional insured which covers that person or organization as a named insured, and we will not share with that "other insurance", provided that the injury or damage for which coverage is sought is caused by an "event" that takes place or is committed subsequent to the signing of that contract or agreement by you.
2. This insurance is still excess over any valid and collectible "other insurance", whether primary, excess, contingent or otherwise, which covers that person or organization as an additional insured or as any other insured that does not qualify as a named insured.

N. PREMIUM

1. The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums.
2. If the premium is a flat charge, it is not subject to adjustment except as provided in Paragraph **4.** below.
3. If the premium is other than a flat charge, it is an advance premium only. The earned premium will be computed at the end of the policy period, or at the end of each year of the policy period if the policy period is two years or longer, at the rate shown in the Declarations, subject to the Minimum Premium.
4. Additional premium may become payable when coverage is provided for additional insureds under the provisions of **SECTION II – WHO IS AN INSURED**.

O. PREMIUM AUDIT

The premium for this policy is the amount stated in Item **5.** of the Declarations. The premium is a flat charge unless it is specified in the Declarations as adjustable.

P. PROHIBITED COVERAGE – UNLICENSED INSURANCE

1. With respect to loss sustained by any insured in a country or jurisdiction in which we are not licensed to provide this insurance, this insurance does not apply to the extent that insuring such loss would violate the laws or regulations of such country or jurisdiction.
2. We do not assume responsibility for:
   a. The payment of any fine, fee, penalty or other charge that may be imposed on any person or organization in any country or jurisdiction because we are not licensed to provide insurance in such country or jurisdiction; or
   b. The furnishing of certificates or other evidence of insurance in any country or jurisdiction in which we are not licensed to provide insurance.

Q. PROHIBITED COVERAGE – TRADE OR ECONOMIC SANCTIONS

We will provide coverage for any loss, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose us or any of our affiliated or parent companies to:

1. Any trade or economic sanction under any law or regulation of the United States of America; or
2. Any other applicable trade or economic sanction, prohibition or restriction.

R. REPRESENTATIONS

By accepting this insurance, you agree:

1. The statements in the Declarations and any subsequent notice relating to "underlying insurance" are accurate and complete;
2. Those statements are based upon representations you made to us; and
3. We have issued this insurance in reliance upon your representations.

S. SEPARATION OF INSUREDS

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured shown in the Declarations, this insurance applies:

1. As if each Named Insured were the only Named Insured; and
2. Separately to each insured against whom claim is made or "suit" is brought.

T. WAIVER OR TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

1. If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us and the insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us, and with respect to Coverage **A**, the "underlying insurer", enforce them.

   If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against that person or organization, but only for payments we make because of an "event" that takes place or is committed subsequent to the

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execution of that contract or agreement by such insured.

2. Reimbursement of any amount recovered will be made in the following order:
   a. First, to any person or organization (including us or the insured) who has paid any amount in excess of the applicable limit of insurance;
   b. Next, to us; and
   c. Then, to any person or organization (including the insured and with respect to Coverage **A**, the "underlying insurer") that is entitled to claim the remainder, if any.
3. Expenses incurred in the process of recovery will be divided among all persons or organizations receiving amounts recovered according to the ratio of their respective recoveries.

U. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS INSURANCE

1. Your rights and duties under this insurance may not be transferred without our written consent except in the case of death of an individual Named Insured.
2. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

V. UNINTENTIONAL OMISSION OR ERROR

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

W. WHEN LOSS IS PAYABLE

If we are liable under this insurance, we will pay for injury, damage or loss after:

1. The insured's liability is established by:
   a. A court decision; or
   b. A written agreement between the claimant, the insured, any "underlying insurer" and us; and
2. The amount of the "applicable underlying limit" or "self-insured retention" is paid by or on behalf of the insured.

SECTION VI – DEFINITIONS

A. With respect to all coverages of this insurance:

1. "Applicable underlying limit" means the sum of:
   a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance subject to the provisions in Paragraphs **4.a.(1)**, **(2)** and **(3)** of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**; and
   b. The applicable limit of insurance of any "other insurance" that applies.

   The limits of insurance in any policy of "underlying insurance" will apply even if:
   a. The "underlying insurer" claims the insured failed to comply with any term or condition of the policy; or
   b. The "underlying insurer" becomes bankrupt or insolvent.
2. "Auto hazard" means all "bodily injury" and "property damage" to which liability insurance afforded under an auto policy of "underlying insurance" would apply but for the exhaustion of its applicable limits of insurance.
3. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
4. "Event" means an "occurrence", offense, accident, act, error, omission, wrongful act or loss.
5. "Extended reporting period" means any period of time, starting with the end of the policy period of your claims-made insurance, during which claims or "suits" may be first made, brought or reported for that insurance.
6. "Medical expenses" means expenses to which any Medical Payments section of any policy of Commercial General Liability "underlying insurance" applies.
7. "Other insurance" means insurance, or the funding of losses, that is provided by, through or on behalf of:
   a. Another insurance company;
   b. Us or any of our affiliated insurance companies;
   c. Any risk retention group;

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d. Any self-insurance method or program, in which case the insured will be deemed to be the provider of such insurance; or

e. Any similar risk transfer or risk management method.

"Other insurance" does not include:

a. Any "underlying insurance"; or

b. Any policy of insurance specifically purchased to be excess of the limits of insurance of this policy shown in the Declarations.

8. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all the work called for in your contract has been completed;

(b) When all the work to be done at the job site has been completed if your contract calls for work at more than one job site; or

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification listed in a policy of Commercial General Liability "underlying insurance" states that products-completed operations are subject to the General Aggregate Limit.

9. "Suit" means a civil proceeding which alleges damages. "Suit" includes:

a. An arbitration proceeding in which damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding to which the insured submits with our consent.

10. "Underlying insurance":

a. Means the policy or policies of insurance listed in the Schedule Of Underlying Insurance.

b. Includes any renewal or replacement of such policies if such renewal or replacement is during the policy period of this Excess Follow-Form And Umbrella Liability Insurance.

c. Does not include any part of the policy period of any of the policies described in Paragraphs **a.** or **b.** above that began before, or that continues after, the policy period of this Excess Follow-Form And Umbrella Liability Insurance.

11. "Underlying insurer" means any insurer which provides a policy of insurance listed in the Schedule Of Underlying Insurance.

B. With respect to Coverage **B** and, to the extent that the following terms are not defined in the "underlying insurance", to Coverage **A**:

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Advertising injury":

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a. Means injury, other than "personal injury", caused by one or more of the following offenses:

(1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;

(2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light; or

(3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

3. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

4. "Bodily injury" means:

a. Physical harm, including sickness or disease, sustained by a person; or

b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.

5. "Broadcasting" means transmitting any audio or visual material for any purpose:

a. By radio or television; or

b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:

(1) Radio or television programming being transmitted;

(2) Other entertainment, educational, instructional, music or news programming being transmitted; or

(3) Advertising transmitted with any such programming.

6. "Consumer financial identity information" means any of the following information for a person that is used or collected for the purpose of serving as a factor in establishing such person's eligibility for personal credit, insurance or employment or for the purpose of conducting a business transaction:

a. Part or all of the account number, the expiration date or the balance of any credit, debit, bank or other financial account;

b. Information bearing on a person's credit worthiness, credit standing or credit capacity;

c. Social security number;

d. Driver's license number; or

e. Birth date.

7. "Consumer financial protection law" means:

a. The Fair Credit Reporting Act (FCRA) and any of its amendments, including the Fair and Accurate Credit Transactions Act (FACTA);

b. California's Song-Beverly Credit Card Act and any of its amendments; or

c. Any other law or regulation that restricts or prohibits the collection, dissemination, transmission, distribution or use of "consumer financial identity information".

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

10. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

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b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

11. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

12. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

13. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads.

b. Vehicles maintained for use solely on or next to premises you own or rent.

c. Vehicles that travel on crawler treads.

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers.

e. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers.

f. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

14. "Occurrence" means:

a. With respect to "bodily injury" or "property damage":

(1) An accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results in "bodily injury" or "property damage". All "bodily injury" or "property damage" caused by such exposure to substantially the same general harmful conditions will be deemed to be caused by one "occurrence"; or

(2) An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person by any of your "employees" or "volunteer workers" other than an employed or volunteer doctor, unless you are in the business or occupation of providing professional health care services;

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b. With respect to "personal injury", an offense arising out of your business that results in "personal injury". All "personal injury" caused by the same or related injurious material, act or offense will be deemed to be caused by one "occurrence", regardless of the frequency or repetition thereof, the number and kind of media used or the number of persons or organizations making claims or bringing "suits"; and

c. With respect to "advertising injury", an offense committed in the course of advertising your goods, products and services that results in "advertising injury". All "advertising injury" caused by the same or related injurious material, act or offense will be deemed to be caused by one "occurrence", regardless of the frequency or repetition thereof, the number and kind of media used or the number of persons or organizations making claims or bringing "suits".

15. "Officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

16. "Personal injury":

a. Means injury, other than "advertising injury", caused by one or more of the following offenses:

(1) False arrest, detention or imprisonment;

(2) Malicious prosecution;

(3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;

(4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or

(5) Oral or written publication, including publication by electronic means, of material that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light.

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

17. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

18. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

19. "Self-insured retention" is the greater of:

a. The amount shown in the Declarations which the insured must first pay under Coverage **B** for damages because of all "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any one "occurrence"; or

b. The applicable limit of insurance of any "other insurance" that applies.

20. "Slogan":

a. Means a phrase that others use for the purpose of attracting attention in their advertising.

b. Does not include a phrase used as, or in, the name of:

(1) Any person or organization other than you; or

(2) Any business, or any of the premises, goods, products, services or work, of any person or organization other than you.

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21. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

22. "Title" means the name of a literary or artistic work.

23. "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.

24. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed by you.

25. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

26. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

C. With respect to Coverage **C**:

1. "Crisis management advisor" means any public relations firm or crisis management firm approved by us that is hired by you to perform "crisis management services" in connection with a "crisis management event".

2. "Crisis management event" means an "event" or "occurrence" that your "executive officer" reasonably determines has resulted, or may result, in:

a. Damages covered by this Coverage **A** or Coverage **B** that are in excess of the total applicable limits of the "underlying insurance" or "self-insured retention"; and

b. Significant adverse regional or national media coverage.

3. "Crisis management service expenses" means amounts incurred by you, after a "crisis management event" first commences and before such event ends:

a. For the reasonable and necessary:

(1) Fees and expenses of a "crisis management advisor" in the performance for you of "crisis management services" solely for a "crisis management event"; and

(2) Costs for printing, advertising, mailing of materials or travel by your directors, officers, employees or agents or a "crisis management advisor" solely for a "crisis management event"; and

b. For the following expenses resulting from such "crisis management event", provided that such expenses have been approved by us:

(1) Medical expenses;

(2) Funeral expenses;

(3) Psychological counseling;

(4) Travel expenses;

(5) Temporary living expenses;

(6) Expenses to secure the scene of a "crisis management event"; or

(7) Any other expenses pre-approved by us.

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4. "Crisis management services" means those services performed by a "crisis management advisor" in advising you or minimizing potential harm to you from a "crisis management event" by maintaining or restoring public confidence in you.
5. "Executive officer" means your:
   a. Chief Executive Officer;
   b. Chief Operating Officer;
   c. Chief Financial Officer;
   d. President;
   e. General Counsel;
   f. General partner (if you are a partnership); or
   g. Sole proprietor (if you are a sole proprietorship);

   or any person acting in the same capacity as any individual listed above.

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POLICY NUMBER: CUP-7W800864-24-47

UMBRELLA
ISSUE DATE: 05/06/2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE OF UNDERLYING INSURANCE

This endorsement modifies insurance provided under the following:
EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

Commercial General Liability	Limits Of Liability	
Carrier TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA	General Aggregate	$2,000,000
	Products-Completed Operations Aggregate	$2,000,000
Policy Number 680-002J978123-24		
Policy Period	Personal and Advertising Injury	$1,000,000
From: 05/18/2024		
to: 05/18/2025	Each Occurrence	$1,000,000

Employers Liability	Limits Of Liability	
Carrier TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA	Bodily Injury By Accident Each Accident	$1,000,000*
Policy Number UB-009K77696A-24	Bodily Injury By Disease Policy Limit	$1,000,000*
Policy Period		
From: 05/18/2024	Bodily Injury By Disease Each Employee	$1,000,000*
to: 05/18/2025		

*UNLIMITED IN THE STATE OF NEW YORK FOR SUBJECT EMPLOYEES

Automobile Liability	Limits Of Liability	
Carrier THE TRAVELERS INDEMNITY COMPANY OF CONNECTICUT	Bodily Injury And Property Damage Combined Single Limit	$1,000,000
Policy Number BA-006W812054-24		
Policy Period		
From: 05/18/2024		
to: 05/18/2025		

PRODUCER:NFP PROP AND CAS INS SVCS OFFICE:RETAIL A&E 21W

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TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) - 001

POLICY NUMBER: UB-9K77696A-24-47-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA (BLANKET WAIVER)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

Schedule

Person or Organization	Job Description
ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.	ENGINEERS

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.
Insured Premium

Insurance Company Countersigned by _____

DATE OF ISSUE: 05-06-24 **ST ASSIGN:**

BUDGET REQUEST

Via e-mail

November 18, 2025

Robert Lennox, Ed.D., *Assistant City Manager*
City of Carson, City Manager's Office
701 E Carson Street, Carson, CA 90745

Subject: Budget Request for Carson Civic Center Project – Additional Planning Services

Dear Dr. Lennox,

Z&K Consultants, Inc. is pleased to submit this letter and the attached cost proposal for the additional planning services requested for the City of Carson Civic Center Specific Plan. As discussed, the City is considering an alternative development scenario for the parcel currently designated as a hotel site, consisting of an entertainment/retail/restaurant complex of up to 300,000 square feet with associated parking.

To support incorporation of this alternative land use into the Specific Plan, Z&K will coordinate with the traffic, civil engineering, and environmental subconsultants; assist in preparing updated findings; and support revisions to the development standards as required. Z&K will also assist with the preparation of illustrative renderings and an exterior vision concept for the alternative use, consistent with the level of detail shown for the existing hotel option.

Fee Proposal | Please see the attached cost proposal for a detailed breakdown of fees. The total lump sum fee for this effort is $48,500, which includes Alternative Land Use Analysis & Coordination and Illustrative Renderings & Vision Concept. Reimbursable expenses will be billed at cost, and invoices will be issued monthly within 30 days.

We appreciate the opportunity to continue supporting the City of Carson on this important effort and value our continued collaboration with Gruen Associates. Please feel free to contact us with any questions.

Sincerely

Brittany Duhn, PE
Project Manager | Z&K Consultants, Inc.
bduhn@zandkconsultants.com | 714.788.9965

GRUENASSOCIATES
ARCHITECTURE PLANNING INTERIORS LANDSCAPE

MICHAEL A. ENOMOTO, FAIA
LARRY SCHLOSSBERG, AIA, AICP, LEED AP BD+C
DEBRA GEROD, FAIA, LEED AP
ASHOK VANMALI, AIA
JILL WAGNER, AIA, LEED AP

November 4, 2025

Mr. Amer Jakher
Ms. Brittany Duhn
Z&K Consultants, Inc
17130 Van Buren Blvd, Suite 122
Riverside, CA 92408

Via Email

Dear Amer and Brittany,

Thank you for asking Gruen Associates to provide this proposal to provide additional planning services for the City of Carson Civic Center Specific Plan, currently nearing completion.

It is our understanding that the City would like the Specific Plan to include an alternative use for the parcel at the East end of the planning area currently designated as a hotel site. The alternative would be an entertainment/retail/restaurant complex of up to 300,000 square feet with associated parking.

The bulk of the scope of work to incorporate this alternate use in the Specific Plan involves further analysis and preparation of findings by the traffic, civil engineering and environmental consultants as such a use could have significant impacts that vary from those of the hotel. Modifications and additions to the development standards will also be needed.

The deliverables will be provided in approximately 6 weeks following our notice to proceed.

Gruen Associates will provide the above scope of work for a lump sum professional service fee of $37,500. The fee will be invoiced monthly within 30 days. The Lump Sum fee is not inclusive of reimbursable expenses such as document reproduction, millage, delivery services and other expenses incurred for the benefit of the project. Reimbursable expenses will be invoiced at their cost to Gruen Associates.

We understand that the city desires to have the alternative development program depicted in the Specific Plan report in renderings and illustrative site plan similar to how the Hotel option is now included. This would require preparing a vision design for the exterior character of the entertainment/retail option and then producing renderings to be included in the Specific Plan report similar to those currently in that report which show the hotel option.

Internal configurations of that option would not be developed. The additional fees for this scope would be $11,000 for a total lump sum fee of $48,500.

Again, thank you for asking Gruen Associates for continued services for this very exciting assignment. We look forward to further collaborating with Z&K consultants and the City of Cason. To indicate your authorization to proceed please sign a copy of this proposal and return it to our offices. Please contact me with any questions or concerns. My cell phone is 310 279 2448.

Respectfully submitted.

GRUEN ASSOCITES

Larry Schlossberg AIA, AICP, LEED AP
Partner

Accepted by: Robert L Lennox

Robert Lennox, Ed.D.

Date: 11/18/2025

Title: Assistant City Manager

AMENDMENT NO. 1

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES ("Amendment") by and between the CITY OF CARSON, a California municipal corporation ("City"), and Z & K CONSULTANTS, INC., a California corporation ("Consultant"), is effective as of the ___ day of _____, 2025. City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City and Consultant entered into that certain Agreement for Contract Services dated January 21, 2025 ("Agreement"), whereby Consultant agreed to perform services such as drafting and preparing the specific plan, conceptual architectural designs of facilities, and CEQA documents related to the Carson Civic Center Redevelopment Project for a not-to-exceed Contract Sum of $550,000.00 for a one-year Term.

B. City and Consultant now desire to amend the Agreement to increase the total compensation by $54,000.00 increasing the Contract Sum from $550,000.00 to $604,000.00 to allow Consultant to continue to provide services to include an alternative land use on the designated hotel site into the Specific Plan ("Amendment No. 1 Services").

C. Section 2611(m)(2) of the City's Municipal Code provides "[a]ny amendment to a contract that exceeds $75,000 requires re-solicitation unless (i) the City Council waives the re-solicitation requirement following determination that such waiver is in the City's best interest or (ii) the amendment concerns a change order in which event bidding will not be required irrespective of the amount."

D. Since the not to exceed cost of the Amendment No. 1 Services is less than $75,000, there is no need to consider re-solicitation.

TERMS

1. **Incorporation of Recitals**. The Recitals set forth above are incorporated into and are a part of this Amendment.

2. **Terms and Definition.** All words, terms, and phrases used or referenced in this Amendment, not expressly defined in this Amendment, shall have the same meaning ascribed to them in the Agreement.

3. **Contract Changes**. The Agreement is amended as provided herein (new text is indicated in ***bold italics*** and deleted text in ~~strikethrough~~).

A. Section 1.2 (Consultant's Proposal) is hereby amended to read in its entirety as follows:

"1.2 Consultant's Proposal.

The Scope of Service shall include the Consultant's proposal titled "City of Carson Proposal for Carson Civil Center Specific Plan" dated November 21, 2024, ***and Consultant's letter titled "Budget Request for Carson Civic Center Project – Additional Planning Services" dated November 18, 2025,"*** which shall be incorporated herein by this reference as though fully set forth herein (the "Proposal"). In the event of any inconsistency between the terms of the Proposal and this Agreement, the terms of this Agreement shall govern."

B. 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 Five Hundred ~~Fifty~~ ***Ninety-Eight*** Thousand ***Five Hundred*** Dollars and Zero Cents ($***604,000.00*** ~~550,000.00~~) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8."

C. Subsection E of Section I of Exhibit "A" (Scope of Services) is hereby amended to read in its entirety as follows:

"E. Build a Landmark Resort Hotel: Develop a high-rise resort hotel on a prominent 4.3 acre site visible from the I-405 Freeway, establishing it as a key destination within the new Civic Center area. ***Alternatively, develop a mixed commercial complex of up to 300,000 square feet consisting of entertainment, retail, restaurants and associated parking.***"

D. Task 1: Development of the Civic Center Specific Plan of Section I of Exhibit "A" (Scope of Services) is hereby amended so that the following is added to the end of the section as follows:

"***As an alternative to the Landmark Resort Hotel, the Specific Plan will include a land use option allowing development of a mixed commercial complex of up to 300,000 square feet consisting of entertainment, retail, restaurants and associated parking ("Amendment No. 1 Services").***

To support incorporation of the Amendment No. 1 Services, Consultant will coordinate with the traffic, civil engineering, and environmental subconsultants; assist in preparing updated findings; and support revisions to the development standards as required. Consultant will also assist with the preparation of illustrative

renderings and an exterior vision concept for the alternative use, consistent with the level of detail shown for the existing hotel option."

E. Section I of Exhibit "C" (Schedule of Compensation") is hereby amended to read in its entirety as follows:

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

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

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

Reimbursable expenses are not to exceed $24,199.65.

Amendment No. 1 Services at $48,500.00

Reimbursable expenses for Amendment No. 1 Services are not to exceed $5,500.00

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

F. Section IV of Exhibit "C" (Schedule of Compensation") is hereby amended to read in its entirety as follows:

"IV. The total compensation for the Services and reimbursable expenses shall not exceed $***604,000.00*** ~~550,000.00~~ as provided in Section 2.1 of this Agreement."

G. Exhibit "D" (Schedule of Performance) is hereby amended to read in its entirety as follows:

See attached Exhibit "D."

4. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by the Amendment to the Agreement.

5. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement, 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.

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.

7. **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.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

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

CONTRACTOR:

Z & K CONSULTANTS, INC., a California corporation

By:_____
Name:
Title:

By:_____
Name:
Title:

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. 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 "D"
SCHEDULE OF PERFORMANCE

I. Consultant shall perform all services *with the exception of the Amendment No. 1 Services* timely in accordance with the following schedule:

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

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

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

The Amendment No. 1 Services will be completed within 7 weeks following Notice to Proceed issued by City's Contract Officer.

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

Report to Honorable Mayor and City Council

Tuesday, December 2, 2025, 5:00 PM

CONSENT 24.

To: Honorable Mayor and City Council

From: Joshua Boudreaux, Director of Human Resources HR Operations

Subject: CONSIDER RESOLUTION NO. 25-144 AND 25-145, INCREASING THE MINIMUM WAGE FOR CITY OF CARSON EMPLOYEES PURSUANT TO CALIFORNIA STATE LAW (CITY COUNCIL)

I. SUMMARY

This item seeks approval to increase the hourly minimum wage for the City of Carson part-time employees, as mandated by California law. Effective January 1, 2026, the state minimum wage will increase from $16.50 to $16.90 per hour, requiring a one-time adjustment to comply with law. Resolution No. 25-144 (Exhibit No.1) and Resolution No. 25-145 (Exhibit No. 3) are presented to the City Council for consideration.

II. RECOMMENDATION

TAKE the following actions:

1. WAIVE further reading and ADOPT Resolution No. 25-144, "A RESOLUTION OF THE CITY COUNCIL CITY OF CARSON CALIFORNIA, AMENDING THE SALARY RANGES AFSCME LOCAL 809 UNCLASSIFIED, PART TIME, HOURLY CLASSIFICATIONS TO INCREASE THE HOURLY MINIMUM WAGE TO $16.90, EFFECTIVE JANUARY 1, 2026."; and
2. WAIVE further reading and ADOPT Resolution No. 25-145, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON CALIFORNIA, AMENDING THE SALARY RANGES FOR UNCLASSIFIED, PART-TIME, UNREPRESENTED, HOURLY CLASSIFICATIONS TO INCREASE THE HOURLY MINIMUM WAGE TO $16.90, EFFECTIVE JANUARY 1, 2026"

III. ALTERNATIVES

The City Council may take any other action deemed appropriate.

IV. BACKGROUND

Effective January 1, 2026, California's minimum wage will increase to $16.90 per hour. This adjustment, mandated under Labor Code Section 1182.12(c)(3)(A), was certified in 2025 by the Governor and the Director of the California Department of Finance. The increase applies universally, regardless of the number of employees an employer has, raising the current minimum wage from $16.50 to $16.90 per hour.

Resolution No. 25-144 (Exhibit No.1) and Resolution No. 25-145 (Exhibit No. 2) are presented to the City Council for consideration along with the respective salary table for all part-time represented and unrepresented employees.

V. FISCAL IMPACT

The forty-cent increase for the minimum wage becomes effective January 1, 2026, for all part time classifications. The cost of the anticipated increase was included in the Fiscal Year 2025-26 adopted budget.

VI. EXHIBITS

1. Resolutions No. 25-144
2. Resolution No. 25-145
3. Proposed Part-Time, AFSCME Local 809, Unclassified, Hourly Employees Bargaining Unit Salary Schedule
4. Proposed Part-Time, Unclassified, Unrepresented, Hourly Classifications Salary Schedule

Attachments

Resolution No. 25-144

Resolution No. 25-145

PT REPRESENTED SALARY TABLES 2026

PT UNREPRESENTED SALARY TABLES 2026

EXHIBIT 1

RESOLUTION NO. 25-144

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE SALARY RANGES FOR AFSCME 809 UNCLASSIFIED, PART-TIME, HOURLY CLASSIFICATIONS TO INCREASE THE HOURLY MINIMUM WAGE TO $16.90 THAT WILL TAKE EFFECT ON JANUARY 1, 2026

WHEREAS, the City of Carson, California employs numerous part-time, unclassified, unrepresented employees in a variety of classifications; and

WHEREAS, the City values and recognizes the work performed by AFSCME 809 unclassified, part-time hourly, represented employees who assist the City of Carson in providing the quality and breadth of services it currently provides to the citizens of Carson; and

WHEREAS, in 2025, the Governor and the State of California Director of the Department of Finance certified that, under Labor Code section 1182.12(c)(3)(A), the state hourly minimum wage must be increased, effective January 1, 2026, to $16.90 an hour (regardless of the number of workers employed by an employer).,

WHEREAS, the Assistant City Manager is authorized and directed under the provisions of Sections 2797.1 and 27973 (d) of the Carson Municipal Code to prepare and recommend, after consultation with the Department Directors, a compensation plan which becomes effective upon approval by the City Council.

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

SECTION 1. The above recitals are true and correct.

SECTION 2. AFSCME 809 unclassified, part-time, hourly classifications employees are not covered by the City's Personnel Rules.

SECTION 3. The attached compensation plan for unclassified, part-time, represented, hourly employees is hereby amended to increase the hourly minimum wage from $16.50 to $16.90 per hour, effective January 1, 2026.

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 December 2, 2025, the same shall be in force and effect.

PASSED, APPROVED AND ADOPTED this 2nd day of December 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. 25-144, was passed and approved by the City Council of the City of Carson at its meeting held on December 2, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Dr. Khaleah K. Bradshaw, City Clerk

EXHIBIT 3

RESOLUTION NO. 25-145

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE SALARY RANGES FOR PART-TIME, UNCLASSIFIED, UNREPRESENTED EMPLOYEES TO INCREASE THE HOURLY MINIMUM WAGE TO $16.90, THAT WILL TAKE EFFECT ON JANUARY 1, 2026

WHEREAS, the City of Carson, California employs numerous part-time, unclassified, unrepresented employees in a variety of classifications; and

WHEREAS, the City values and recognizes the work performed by unclassified, part-time hourly, unrepresented employees who assist the City of Carson in providing the quality and breadth of services it currently provides to the citizens of Carson; and

WHEREAS, in 2025, the Governor and the State of California Director of the Department of Finance certified that, under Labor Code section 1182.12(c)(3)(A), the state hourly minimum wage must be increased, effective January 1, 2026, to $16.90 an hour (regardless of the number of workers employed by an employer).,

WHEREAS, the Assistant City Manager is authorized and directed under the provisions of Sections 2797.1 and 27973 (d) of the Carson Municipal Code to prepare and recommend, after consultation with the Department Directors, a compensation plan which becomes effective upon approval by the City Council.

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

SECTION 1. The above recitals are true and correct.

SECTION 2. Part-time, unclassified, unpresented employees are not covered by the City's Personnel Rules.

SECTION 3. The attached compensation plan for unclassified, part-time, unrepresented, hourly employees is hereby amended to increase the hourly minimum wage from $16.50 to $16.90 per hour, effective January 1, 2026.

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 December 2, 2025, the same shall be in force and effect.

PASSED, APPROVED AND ADOPTED this 2nd day of December 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. 25-145, was passed and approved by the City Council of the City of Carson at its meeting held on December 2, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Dr. Khaleah K. Bradshaw, City Clerk

EXHIBIT 2

AFSCME 809 UNCLASSIFIED PART-TIME SALARY SCHEDULE

EFFECTIVE JANUARY 1, 2026

CLASSIFICATION TITLE	RANGE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Clerical Aide	810	$16.90	$17.75	$18.63	$19.56	$20.54	$21.57
Senior Maintenance Aide	811	$17.32	$18.19	$19.10	$20.05	$21.06	$22.11
Central Services Worker	812	$17.76	$18.64	$19.58	$20.55	$21.58	$22.66
Receptionist/ Switchboard Operator	812	$17.76	$18.64	$19.58	$20.55	$21.58	$22.66
	813	$18.20	$19.11	$20.06	$21.07	$22.12	$23.23
Senior Clerical Aide	814	$18.65	$19.59	$20.57	$21.59	$22.67	$23.81
Maintenance Aide	814	$18.65	$19.59	$20.57	$21.59	$22.67	$23.81
Utility Worker I	814	$18.65	$19.59	$20.57	$21.59	$22.67	$23.81
Rec. Asst III Membership & Sales	815	$19.12	$20.08	$21.08	$22.13	$23.24	$24.40
Recreation Assistant III	815	$19.12	$20.08	$21.08	$22.13	$23.24	$24.40
Recreation Assistant III-Fitness	815	$19.12	$20.08	$21.08	$22.13	$23.24	$24.40
	816	$19.60	$20.58	$21.61	$22.69	$23.82	$25.01
	817	$20.09	$21.09	$22.15	$23.26	$24.42	$25.64
Clerical Assistant	818	$20.59	$21.62	$22.70	$23.84	$25.03	$26.28
Utility Worker II	818	$20.59	$21.62	$22.70	$23.84	$25.03	$26.28
Rec. Asst IV-Membership & Sales	819	$21.11	$22.16	$23.27	$24.43	$25.65	$26.94
Recreation Assistant IV	819	$21.11	$22.16	$23.27	$24.43	$25.65	$26.94
Recreation Assistant IV Fitness	819	$21.11	$22.16	$23.27	$24.43	$25.65	$26.94
Recreation Specialist	819	$21.11	$22.16	$23.27	$24.43	$25.65	$26.94
	820	$21.63	$22.72	$23.85	$25.04	$26.30	$27.61
	821	$22.17	$23.28	$24.45	$25.67	$26.95	$28.30
	822	$22.73	$23.87	$25.06	$26.31	$27.63	$29.01
	823	$23.30	$24.46	$25.68	$26.97	$28.32	$29.73
Office Clerk	824	$23.88	$25.07	$26.33	$27.64	$29.03	$30.48
	825	$24.48	$25.70	$26.99	$28.33	$29.75	$31.24
Custodian	826	$25.09	$26.34	$27.66	$29.04	$30.49	$32.02
	827	$25.72	$27.00	$28.35	$29.77	$31.26	$32.82
Typist Clerk II	828	$26.36	$27.68	$29.06	$30.51	$32.04	$33.64
	829	$27.02	$28.37	$29.79	$31.28	$32.84	$34.48
	830	$27.69	$29.08	$30.53	$32.06	$33.66	$35.34
	831	$28.38	$29.80	$31.29	$32.86	$34.50	$36.23
	832	$29.09	$30.55	$32.08	$33.68	$35.36	$37.13
Senior Clerk	832	$29.09	$30.55	$32.08	$33.68	$35.36	$37.13
Storekeeper	832	$29.09	$30.55	$32.08	$33.68	$35.36	$37.13
Assistant Recreation Center Supv.	833	$29.82	$31.31	$32.88	$34.52	$36.25	$38.06

Assistant Event Coordinator	834	$30.57	$32.10	$33.70	$35.39	$37.15	$39.01
Bus Driver	835	$31.33	$32.90	$34.54	$36.27	$38.08	$39.99
Assistant Aquatics Program Supv.	836	$32.11	$33.72	$35.41	$37.18	$39.04	$40.99
Buyer Assistant	837	$32.92	$34.56	$36.29	$38.11	$40.01	$42.01
	838	$33.74	$35.43	$37.20	$39.06	$41.01	$43.06
	839	$34.58	$36.31	$38.13	$40.04	$42.04	$44.14
	840	$35.45	$37.22	$39.08	$41.04	$43.09	$45.24
	841	$36.34	$38.15	$40.06	$42.06	$44.17	$46.37
	842	$37.24	$39.11	$41.06	$43.11	$45.27	$47.53
Recreation Coordinator	843	$38.17	$40.08	$42.09	$44.19	$46.40	$48.72

EXHIBIT 4

UNREPRESENTED PART-TIME SALARY SCHDULE
EFFECTIVE JANUARY 1, 2026

Classification Title	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Admin Intern I	801	$16.90	$17.75	$18.63	$19.56		
Admin Intern II	802	$17.38	$18.25	$19.16	$20.12		
Admin Intern III	803	$18.18	$19.09	$20.04	$21.05		
Cashier Clerk	815	$16.90	$17.75	$18.63	$19.56		
Crossing Guard	804	$16.90	$17.75	$18.63	$19.56		
Event Services Aide	820	$20.50	$21.53	$22.60	$23.73		
Graphic Designer II	730	$31.92	$33.51	$35.19	$36.95	$38.80	$40.74
Group Exercise Instructor I	808						$17.85
Group Exercise Instructor II	809						$26.25
Group Exercise Instructor III	810						$31.50
Group Exercise Instructor IV	811						$36.75
Lifeguard	816	$18.50	$19.43	$20.40	$21.42		
Office Clerk (Temporary)	893	$16.90	$17.75	$18.63	$19.56	$20.54	$21.57
Planning Intern	803	$18.18	$19.09	$20.04	$21.05		
Recreation Assistant II	804	$16.90	$17.75	$18.63	$19.56		
Recreation Assistant II-Fitness	804	$16.90	$17.75	$18.63	$19.56		
Recreation Assistant II-Membership Sales	804	$16.90	$17.75	$18.63	$19.56		
Seasonal Aide	804	$16.90	$17.75	$18.63	$19.56		
Senior Lifeguard Instructor	818	$22.50	$23.63	$24.81	$26.05		
Senior Services Aide	820	$20.50	$21.53	$22.60	$23.73		
Swim Instructor II	817	$20.50	$21.53	$22.60	$23.73		
Typist Clerk II (Temporary)	890	$17.39	$18.26	$19.17	$20.13	$21.13	$22.19

Report to Honorable Mayor and City Council

Tuesday, December 2, 2025, 5:00 PM

CONSENT 25.

To: Honorable Mayor and City Council

From: Joshua Boudreaux, Director of Human Resources HR Administration

Subject: CONSIDER ADOPTING RESOLUTION NO. 25-146, AMENDING THE CLASSIFICATION PLAN AND RESOLUTION NO. 77-111 TO ADJUST THE SALARY RANGE FOR THE CODE ENFORCEMENT SUPERVISOR CLASSIFICATION (CITY COUNCIL)

I. SUMMARY

Staff recomends complying with the required salary adjustment to the Code Enforcement Supervisor classification resulting from the City Council's approval on November 5, 2025, to align the salary range of Code Enforcement Officer with the Code Enforcement & Collections Officer classification for internal equity. This change triggers the supervisory pay differential requirement under the CPSA-SEIU MOU - Article III, Section 1.4, which states: "All classifications within this unit who have supervisory duties in the job specifications shall be assigned a salary range that is at least fifteen percent (15%) higher at Stept F than Step F of the salry range of their highest paid subordinate."

II. RECOMMENDATION

CONSIDER ADOPTING RESOLUTION NO. 25-146, AMENDING THE CLASSIFICATION PLAN AND RESOLUTION NO. 77-111 TO ADJUST THE SALARY RANGE FOR THE CODE ENFORCEMENT SUPERVISOR CLASSIFICATION (CITY COUNCIL)

III. ALTERNATIVES

TAKE another action that City Council deems appropriate.

IV. BACKGROUND

With the Council approved salary range parity adjustment, the Code Enforcement Officer classification now has a Step F hourly rate of $56.77. The current Code Enforcement Supervisor Step F is $60.33, which reflects only a 6% differential, below the required 15%. Therefore, the Code Enforcement Supervisor salary range must be increased to restore compliance.

To meet the 15% supervisory differential, Step F for Code Enforcement Supervisor must be adjusted to approximately $56.77 x 1.15 = $65.29 (Step F). The recommended adjusted range is:

Step	Current Rate	New Rate
A	$47.27	$51.15

B	$49.63	$53.72
C	$52.11	$56.41
D	$54.72	$59.21
E	$57.46	$62.18
F	$60.33	$65.29

Both current incumbents are at Step F.

V. FISCAL IMPACT

The total fiscal impactst to the general fund is $18,887.68, which has already been budgeted for and incorporated in the Fiscal Year 2025-2026 adopted budget.

The table below demonstrates the impact effective from 11/5/25 – 6/30/26.

Item	Calculation	Result
Additional salary per supervisor	$4.96 x 1,360 hours	$6,745.60
Number of incumbents at Step F	2	-
Total Additional Salary (FY 25/26)	$6,745.60 × 2	$13,491.20
Burden Rate (PERS, Medicare, Retiree Health, etc.) @ 40%	$13,491.20 × 0.40	$5,396.48
Total Fully Loaded FY Cost	$13,491.20 + $5,396.48	$18,887.68

VI. EXHIBITS

1. Resolution No. 25-146

Attachments

Resolution No. 25-146.pdf

Exhibit 1

RESOLUTION NO. 25-146

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 FOR THE CODE ENFORCEMENT SUPERVISOR 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 Director of Human Resources and Risk Management is authorized and directed under provisions of Sections 2797.1 of the Carson Municipal Code and Section II, Rule III 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 recommends complying with required salary adjustment to the **CODE ENFORCEMENT SUPERVISOR** classification resulting from the City Council's approval on November 5, 2025 to align the salary range of Code Enforcement Officer with the Code Enforcement & Collections Officer classification for internal equity. The change is due to the supervisory pay differential requirement under the CPSA-SEIU MOU Article III, Section 1.4.

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

SECTION 1. The above recitals are true and correct.

SECTION 2. 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.

SECTION 3. 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 4. The City Clerk shall certify to the adoption of this resolution and deem it effective as of December 2, 2025, the same shall be in force and effect.

PASSED, APPROVED AND ADOPTED this 2nd day of December 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. 25-146, was passed and approved by the City Council of the City of Carson at its meeting held on December 2, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Dr. Khaleah K. Bradshaw, City Clerk

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

CONSENT 26.

To: Honorable Mayor and City Council

From: Michael Whittiker, Community Services Director CS Community Services

Subject: CONSIDER ACCEPTING A $28,500 GRANT FROM THE SOUTH BAY CENTER FOR COUNSELING (SBCC), ADOPTING RESOLUTION NO. 25-136 AMENDING THE FISCAL YEAR 2025-26 BUDGET ACCORDINGLY, AND APPROVING AMENDMENT NO. 4 TO THE 2022 SUBCONTRACT WITH SBCC TO EXTEND THE PREVENTION AND AFTERCARE PROGRAM FOR THE SECOND HALF OF FY 2025-26 (CITY COUNCIL)

I. SUMMARY

Since 2015, the City of Carson has received grant funding from the South Bay Center for Counseling (SBCC) to support the Prevention and Aftercare Program, a community-based effort designed to strengthen family resilience and promote healthy behaviors. These grants help the City provide services such as parent education, youth development activities, early intervention support, and other wellness programs for families. At the June 17, 2025, City Council meeting, the Council accepted a $28,500 grant from SBCC to support program activities from July 1, 2025 through December 31, 2025. Although the grant was accepted, the accompanying budget resolution, which is normally required to formally assign grant funds to the appropriate City accounts, was not included at that time. SBCC has recently notified the City that it will award an additional $28,500 to continue program services for the period January 1, 2026, through June 30, 2026. To properly record the earlier award and accept the new funding, staff is requesting that the City Council adopt Resolution No. 25-136, which will formally allocate both grant amounts to the correct accounts in the City budget. In addition, the City Council is asked to approve the proposed Amendment No. 4 to the 2022 Subcontract between the City and SBCC. This amendment will allow the City to continue offering Prevention and Aftercare services without interruption during the new grant period.

II. RECOMMENDATION

TAKE the following actions:

1. ACCEPT a $28,500 grant from the South Bay Center for Counseling (SBCC) to support the Prevention and Aftercare Program, and ADOPT Resolution No. 25-136, "A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2025-26 BUDGET IN THE GENERAL FUND AND SPECIAL REVENUE FUNDS";
2. APPROVE the proposed “Amendment No. 4 to the 2022 Subcontract for Prevention and Aftercare Program Activities and Services” between the City and SBCC (Exhibit No. 2; “Amendment No. 4"); and,
3. AUTHORIZE the Mayor to execute Amendment No. 4, following approval as to form by the City Attorney.

III. ALTERNATIVES

1. TAKE another action the City Council deems appropriate.

IV. BACKGROUND

Since 2008, the City of Carson has received a reimbursement grant from the South Bay Center for Counseling (SBCC) to support family-focused community programs. The funding initially supported the Prevention Initiative Demonstration Project and various Family Support programs, which created youth leadership opportunities and provided activities and workshops to help strengthen family relationships. In 2015, the City and SBCC partnered on a new effort called the Prevention and Aftercare Program. This program offers services such as family coaching, goal-setting support, and referrals for families in Carson and nearby communities. The goals of the program include:

- Preventing child maltreatment before it occurs
- Providing supportive services to families who may be at risk
- Increasing child safety and helping families remain together when issues can be successfully addressed through services

To support these services, SBCC holds a prime contract with Los Angeles County. The City of Carson serves as a service provider under that County contract. A new prime contract was executed by the County and SBCC on March 1, 2021, and the City entered into a subcontract with SBCC on the same date. That subcontract expired on June 30, 2022, and was replaced by a new subcontract effective July 1, 2022 (the "2022 Subcontract"). The 2022 Subcontract included a one-year initial term and options for up to three additional one-year extensions and one additional six-month extension, matching the term structure of the County's prime contract.

On June 17, 2025, the City Council accepted a $28,500 grant from SBCC to operate the Prevention and Aftercare Program from July 1 through December 31, 2025. Although the Council accepted the funds, the required budget resolution to formally allocate the money to the correct City accounts was not completed at that time. The County has since extended the term of the prime contract through December 31, 2025, and is expected to extend it again for an additional 18 months. Based on this anticipated extension, SBCC has notified the City that it will award another $28,500 to support program services from January 1 through June 30, 2026.

To align the City's subcontract with the updated County schedule, Amendment No. 4 to the 2022 Subcontract is proposed this evening. This amendment would extend the subcontract for six months, through June 30, 2026, and adjust the contract amount to include the new grant funding. A future Amendment No. 5 will be brought to the City Council at a later date to consider extending the subcontract further, through June 30, 2027, consistent with the County's longer anticipated extension.

To allow the Prevention and Aftercare Program to continue without interruption, staff recommends that the City Council adopt Resolution No. 25-136, which formally allocates both the previously accepted grant funds and the new award. Staff also recommends City Council approval of the proposed Amendment No. 4 to the 2022 Subcontract with SBCC. Once the County finalizes its amendment with SBCC (expected December 8, 2025), the City Attorney's Office will insert the effective date into the final version of the proposed Amendment No. 4 so it may be fully executed.

V. FISCAL IMPACT

If the City Council approves staff's recommendation, there will be no fiscal impact to the City's General Fund. The revenue from this grant has already been included in the Fiscal Year 2025-2026 Operating Budget under Account No. 210-99-999-999-4513, which is the account used to record incoming grant funds for this program. All expenditures related to the grant will be charged to existing program accounts within the Youth & Family Services Division, as follows:

- 210-90-950-980-5002: Full-Time Salary: Covers staff time dedicated to delivering program services.
- 210-90-950-980-5501: Retirement: Reflects the City's required retirement contributions for staff supported by the grant.
- 210-90-950-980-5502: Medical Benefits: Covers the health insurance costs for staff funded by the program.

- 210-90-950-980-5503: Dental Insurance: Covers dental benefits for program staff.
- 210-90-950-980-5505: Group Life Insurance: Covers life insurance benefits for staff.
- 210-90-950-980-5510: Medicare: Reflects the City's Medicare contributions for program staff.

All costs will be fully supported by the grant funding and do not require additional City resources.

VI. EXHIBITS

1. 2022 "Subcontract for Prevention and Aftercare Program Activities and Services" between the City and SBCC (City Contract No. C-22-104).
2. Proposed Amendment No. 4 to 2022 Subcontract.
3. Link to the Prime Contract between County and SBCC.
4. Draft Resolution No. 25-136 - Final

Attachments

Exhibit No. 1 - C-22-104 - 2022 SBCC Subcontract.pdf

Exhibit No. 2 - Draft Amendment No. 4 to 2022 Subcontract.pdf

Exhibit No. 3 - Link to SBCC Prime Contract.pdf

Resolution 25-136 - Final.pdf

SUBCONTRACT FOR PREVENTION AND AFTERCARE PROGRAM ACTIVITIES AND SERVICES

This SUBCONTRACT FOR PREVENTION AND AFTERCARE PROGRAM ACTIVITIES AND SERVICES ("Subcontract") is made and entered into effective the 1st day of July, 2022, by and between the SOUTH BAY CENTER FOR COUNSELING, a California corporation (hereafter "CONTRACTOR"), located at 540 N. Marine Ave., Wilmington, CA 90744, and the City of Carson, a California municipal corporation (hereafter "SUBCONTRACTOR"), located at 701 E. Carson St., Carson, CA 90745. Contractor and Subcontractor are sometimes referred to herein, individually or collectively, as "Party" or "Parties."

RECITALS

A. The County of Los Angeles (hereafter "COUNTY"), awarded CONTRACTOR a Contract for prevention and aftercare services ("Prime Contract"). The Prime Contract was entered into March 1, 2021, for an initial 16-month term with four COUNTY options to extend the term for up to three additional one-year periods and one 6-month period from July 1, 2022 through December 31, 2025.

B. In order to fulfill its obligations to COUNTY under the Prime Contract, CONTRACTOR desires to engage SUBCONTRACTOR to perform prevention and aftercare program activities and services.

C. CONTRACTOR did engage SUBCONTRACTOR for this purpose and said parties entered into a subcontract on March 1, 2021, which carried an initial 16-month term and included three one-year options of CONTRACTOR to extend the term of said subcontract (the "2021 Subcontract"). However, the 2021 Subcontract should have also included a fourth, 6-month option to extend such that the term of the 2021 Subcontract, inclusive of all option periods, would be co-extensive with the term of the Prime Contract, inclusive of all option periods. The initial term of the 2021 Subcontract is set to expire on June 30, 2022, and in order to address the aforementioned discrepancy, CONTRACTOR and SUBCONTRACTOR intend to enter into this new Subcontract in lieu of CONTRACTOR exercising an option to extend the term of the 2021 Subcontract.

D. SUBCONTRACTOR desires to perform such work, in accordance with the Terms and Conditions of this Subcontract.

E. The Parties desire to formalize the selection of SUBCONTRACTOR for performance of those services defined and described particularly in Section 3.3 of this Subcontract 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 is hereby acknowledged, the Parties agree as follows:

1.0 PRIME CONTRACT

Notwithstanding any other provision of this Subcontract, this Subcontract is a Subcontract under the terms of the Prime Contract with the COUNTY and each and all of the provisions of the Prime Contract and any amendments thereto shall extend to and be binding upon the parties to this Subcontract. All representations and warranties contained in this Subcontract shall inure to the benefit of the COUNTY.

1.1 The Prime Contract is attached as Exhibit "A" to this Subcontract.

2.0 TERM OF SUBCONTRACT

The term of this Subcontract shall commence on July 1, 2022 and shall expire on June 30, 2023 ("Term"), unless terminated earlier pursuant to any of the conditions for termination in the Prime Contract. CONTRACTOR has the option to extend the term of this Subcontract thereafter for up to two (2) additional one (1) year periods and one (1) additional six (6)-month period, or as otherwise authorized by the Prime Contract.

3.0 PAYMENT

3.1 CONTRACTOR shall compensate SUBCONTRACTOR a total maximum contract sum not to exceed FIFTY-SEVEN THOUSAND DOLLARS ($57,000.00) ("Contract Sum") for the Term of this Subcontract to provide the service designated in Section 3.3 of this Subcontract.

3.2 SUBCONTRACTOR shall invoice CONTRACTOR monthly in arrears for services provided. CONTRACTOR shall compensate SUBCONTRACTOR by check within sixty (60) days of receipt and approval of monthly invoice. At least seventy-five percent (75%) of the Contract Sum shall be expended by March 30, 2023. Should seventy-five percent (75%) of the Contract Sum not be expended by March 30, 2023, SUBCONTRACTOR shall submit in writing a Program Plan, which includes an activity timeline and projected expenditures, to CONTRACTOR to be approved by the Program Director. If the Program Plan is not approved, remaining contract funds will be subject to reallocation.

3.3 SUBCONTRACTOR shall provide the following activities and services:

Family Coaching and Social Connection groups.

3.4 SUBCONTRACTOR does not warrant that it has specialized training or experience under which it performs the services of this Subcontract.

3.5 Payment to SUBCONTRACTOR will be:

3.5.1 Line Item Service Rate: The line item service rate is based on SUBCONTRACTOR's budgeted cost for performing the activity/service, which is submitted to CONTRACTOR at the beginning of the Term. SUBCONTRACTOR's costs includes but is not limited to staff's salary, supplies, and mileage.

Type of Service: Family Coaching and Social Connection groups

3.6 CONTRACTOR shall have no obligation to pay for any work performed by SUBCONTRACTOR except for those services which are expressly authorized pursuant to this Subcontract and which are provided during the Term of this Subcontract.

3.7 COUNTY shall not be liable or responsible in any way to SUBCONTRACTOR or its officers, employees and agents, for any compensation or cost related to this Subcontract.

3.8 CONTRACTOR shall hold final contract payment until such time that all required reports, evaluation surveys, evaluation forms, and invoices with supporting documentation are submitted and approved.

3.9 CONTRACTOR reserves the right to redistribute the unspent portion of the Contract Sum before the Subcontract expiration date, or when it is evident that SUBCONTRACTOR is not delivering the services/activities as per statement of work. The statement of work is drafted by SUBCONTRACTOR and describes with particularity the types of services to be performed by SUBCONTRACTOR.

4.0 THIRD PARTY BENEFICIARY

4.1 The Parties understand and agree that this Subcontract is entered into for the benefit of COUNTY, and that COUNTY is hereby expressly made a third party beneficiary of this Subcontract.

4.2 Notwithstanding any other provision of this Subcontract, COUNTY does not intend for SUBCONTRACTOR to acquire any rights as a third party beneficiary of the Prime Contract.

5.0 INSURANCE

5.1 During the term of this Subcontract, SUBCONTRACTOR shall provide and maintain at its own expense the programs of insurance in Section 5.2. Such programs and evidence of insurance shall be satisfactory to COUNTY and shall be primary to, and not contributing with, any other insurance maintained by the COUNTY. COUNTY will be endorsed and named as an additional insured on SUBCONTRACTOR's liability insurance, except for Sections 5.2.5 and 5.2.6 below.

Certificates or other evidence of coverage shall be delivered to CONTRACTOR and to:

Sabrina Silva
Program Director
South Bay Center for Counseling
540 N. Marine Ave.
Wilmington, CA 90744

And to:

DCFC Contracts Administration
425 Shatto Place, Room 400
Los Angeles, CA 90020

prior to commencing under this Subcontract, shall specifically identify this Subcontract, and shall contain the express condition that COUNTY is to be given written notice by registered mail at least thirty (30) days in advance of any modification or termination of insurance.

5.2 Such insurance shall be endorsed naming COUNTY as an additional insured, except for Sections 5.2.5 and 5.2.6 below:

5.2.1 General Liability insurance written on a commercial general liability form covering the hazards of premises/operations, contractual independent contractors, products/completed operations, broad form property damage, and personal injury with a combined single limit of no less than one million dollars ($1,000,000) per occurrence.

5.2.2 Comprehensive auto liability endorsed for all owned, non-owned and hired vehicles with a combined single limit of no less one million dollars ($1,000,000) per occurrence.

5.2.3 Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers Liability with one million dollars ($1,000,000) limit, covering all persons who provide services for CONTRACTOR.

5.2.4 Insurance covering liability arising from any error, omission, negligent or wrongful act of SUBCONTRACTOR, its officers, or employees with limits of not less than one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) aggregate. The coverage also shall provide an extended two-year (2) reporting period commencing upon termination or cancellation of this Subcontract.

5.2.5 Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than two million dollars ($2,000,000) per claim and two million dollars ($2,000,000) aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

5.2.6 Cyber liability insurance coverage with limits of not less than two million dollars ($2,000,000) per occurrence in the aggregate during the term of the Subcontract, including coverage for network security liability, privacy liability, privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy

breach expense reimbursement; system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and data/information loss and business interruption. No exclusion/restriction for unencrypted portable devices/media may be on the policy. Coverage limits may be decreased only with the written approval of COUNTY's program manager based upon the maximum number of sensitive records (e.g., Social Security Number, Date of Birth, Name, Credit Card Information, etc.) collected, maintained or transmitted, per client, by each Subcontractor during each contract year.

5.3 Notwithstanding any other provisions of this Subcontract, failure by SUBCONTRACTOR to procure and maintain the required insurance shall constitute a material breach of this Subcontract and CONTRACTOR may immediately terminate or suspend this Subcontract as a result thereof.

6.0 TERMINATION

SUBCONTRACTOR reserves the right to terminate this Subcontract at any time, with or without cause, upon thirty (30) days' written notice to CONTRACTOR, except that where termination is due to the fault of CONTRACTOR, the period of notice may be such shorter time as may be determined by SUBCONTRACTOR. In addition, CONTRACTOR reserves the right to terminate this Subcontract at any time, with or without cause, upon thirty (30) days' written notice to SUBCONTRACTOR, except that where termination is due to the fault of SUBCONTRACTOR, the period of notice may be such shorter time as CONTRACTOR may determine. Upon receipt of any notice of termination, SUBCONTRACTOR shall immediately cease all services hereunder except such as may be specifically approved by CONTRACTOR. SUBCONTRACTOR 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 CONTRACTOR.

7.0 FORCE MAJEURE

Neither Party shall be liable for such Party's failure to perform its obligations under and in accordance with this Subcontract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts, freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such Party.

8.0 MISCELLANEOUS

8.1 Severability. In the event that part of this Subcontract shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Subcontract, 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 Subcontract meaningless.

8.2 Attorney's Fees. If either Party to this Subcontract is required to initiate or defend or made a party to any action or proceeding in any way connected with this Subcontract, 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, whether or not the matter proceeds to judgment.

8.3 Corporate Authority. The persons executing this Subcontract 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 Subcontract on behalf of said Party, (iii) by so executing this Subcontract, such party is formally bound to the provisions of this Subcontract, and (iv) the entering into this Subcontract does not violate any provision of any other agreement to which said Party is bound.

[***Signatures on the following page***]

IN WITNESS WHEREOF, the parties hereto have executed this Subcontract on the date(s) and year(s) set forth below, with express intent that this Subcontract shall be effective as of July 1, 2022.

Subcontractor:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

Date: _____

Tax Identification Number: _____

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[BRJ]

Contractor:

SOUTH BAY CENTER FOR COUNSELING, a California corporation

By: _____
Name: Colleen Mooney
Title: Executive Director

Date: 5/25/22

By: _____
Name: MARIA GINA LOHIBAO
Title: Controller

Date: 5/25/22

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.

IN WITNESS WHEREOF, the parties hereto have executed this Subcontract on the date(s) and year(s) set forth below, with express intent that this Subcontract shall be effective as of July 1, 2022.

Subcontractor:

CITY OF CARSON, a municipal corporation

_____

Lula Davis-Holmes, Mayor

Date: _____

Tax Identification Number: _____

ATTEST:

_____

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____

Sunny K. Soltani, City Attorney
[BRJ]

Contractor:

SOUTH BAY CENTER FOR COUNSELING, a California corporation

By: Colleen Mooney
Name: Colleen Mooney
Title: Executive Director

Date: 5/25/22

By: [signature]
Name: Maria Gina Lohibao
Title: Controller

Date: 5/25/22

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 May 25, 2022 before me, Rosanna Rivera, Notary Public, personally appeared Maria Gina Lomibao, 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: Rosanna Rivera

ROSANNA RIVERA
Notary Public - California
Los Angeles County
Commission # 2357151
My Comm. Expires May 11, 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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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Notary Public - California
Los Angeles County
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_____
TITLE(S)

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- ☐ 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

CERTIFICATE NO. ISSUE DATE

GL1-10100 AI	**CERTIFICATE OF COVERAGE**	06/25/2021

Public Risk Innovation, Solutions, and Management

C/O ALLIANT INSURANCE SERVICES, INC.
PO BOX 6450
NEWPORT BEACH, CA 92658-6450

PHONE (949) 756-0271 / FAX (619) 699-0901
LICENSE #0C36861

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 BELOW. THIS CERTIFICATE OF COVERAGE 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 and/or requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGE AFFORDED	**A- Public Risk Innovation, Solutions, and Management**
COVERAGE AFFORDED	**B**
COVERAGE AFFORDED	**C**
COVERAGE AFFORDED	**D**

Member:
CITY OF CARSON
ATTN: ROOBIK GALOOSIAN
701 CARSON STREET
CARSON, CA 90745

Coverages

THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE 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 COVERAGE AFFORDED BY THE MEMORANDUMS DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	LIABILITY LIMITS
A	[X] Excess General Liability	PRISM PE 21 EL-115	07/01/2021	07/01/2022	$2,000,000
	[X] Auto Liability				$1,000,000
					Limits inclusive of the Member's Self-Insured Retention of $250,000

Description of Operations/Locations/Vehicles/Special Items:

AS RESPECTS AGREEMENT BETWEEN CITY OF CARSON AND SOUTH BAY CENTER FOR COUNSELING AND COUNTY OF LOS ANGELES FOR THE ADMINISTRATION OF THE SAFE CHILDREN AND STRONG FAMILIES PREVENTION AND AFTERCARE PRGRAM SERVICES.

COVERAGE FOR SEXUAL MISCONDUCT IS INCLUDED IN THE EXCESS GENERAL LIABILITY LIMITS SUBJECT TO TERMS, CONDITIONS AND *EXCLUSIONS OF THE MEMORANDUM OF COVERAGE*

COUNTY OF LOS ANGELES, ITS SPECIAL DISTRICTS, ELECTED OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS ARE INCLUDED AS ADDITIONAL COVERED PARTIES, BUT ONLY INSOFAR AS THE OPERATIONS UNDER THIS CONTRACT ARE CONCERNED.

Certificate Holder

SOUTH BAY CENTER FOR COUNSELING
ATTN: PROGRAM DIRECTOR
540 N MARINE AVE
WILMINGTON, CA 90744

Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WIL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gina Dean

Public Risk Innovation, Solutions, and Management

ENDORSEMENT NO. U-1

PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT
GENERAL LIABILITY 1

ADDITIONAL COVERED PARTY AMENDATORY ENDORSEMENT

It is agreed that the "**Covered Party**, Covered Persons or Entities" section of the Memorandum is amended to include the person or organization named on the Certificate of Coverage, but only with respect to liability arising out of premises owned by or rented to the Member, or operations performed by or on behalf of the Member or such person or organization so designated.

Coverage provided under this endorsement is limited to the lesser of the limits stated on the Certificate of Coverage or the minimum limits required by contract.

ADDITIONAL COVERED PARTY:

NAME OF PERSON OR ORGANIZATION SCHEDULED PER ATTACHED CERTIFICATE OF COVERAGE

AS RESPECTS:

PER ATTACHED CERTIFICATE OF COVERAGE

It is further agreed that nothing herein shall act to increase PRISM's limit of liability.

This endorsement is part of the Memorandum and takes effect on the effective date of the Memorandum unless another effective date is shown below. All other terms and conditions remain unchanged.

Effective Date: _____ **Memorandum No.: PRISM 21 EL-00**

Issued to: **ALL MEMBERS**

Issue Date: **June 25, 2021**

Gina Dean
Authorized Representative
Public Risk Innovation, Solutions, and Management

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/28/2021

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
Alliant Insurance Services, Inc.
1301 Dove Street, Suite 200
Newport Beach, CA 92660-2436
PH: (949)756-0271
License # 0C36861

CONTACT NAME: Armando Vieyra
PHONE (A/C, No, Ext): (949) 660-5930 **FAX (A/C, No):** (619) 699-0901
E-MAIL ADDRESS: avieyra@alliant.com

INSURER(S) AFFORDING COVERAGE	AIIN #
INSURER A: Beazley Syndicate 2623 & 623	AA-1128623
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Public Risk Innovation, Solutions, and Management (PRISM) and its member agencies as endorsed:
City of Carson
ATTN: Roobik Galoosian
701 Carson Street
Carson, CA 90745

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 INSR	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						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	OTHER: CYBER LIABILITY CLAIMS MADE AND REPORTED POLICY *RETROACTIVE DATE: MARCH 31, 2010	N/A	N/A	FN2133951	7/1/2021	7/1/2022	***MEMBER LIMIT:	$ 2,000,000
							**POLICY ANNUAL AGGREGATE	$ 25,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: As respects agreement between City of Carson and South Bay Center for Counseling and County of Los Angeles for the administration of the safe children and strong families prevention and aftercare program services. Subject to policy limits, terms, conditions and exclusions. Breach Response costs are sub- limited. *Retroactive and Continuity date: A. March 31, 2010 or the effective of coverage for a specific member added subsequent to a renewal. **The total policy annual aggregate limits are shared by all members of the policy. ***The member limit applies to all members of City of Carson combined and not per member.

CERTIFICATE HOLDER

FOR THE PURPOSE OF EVIDENCE ONLY:

South Bay Center for Counseling
540 N. Marine Ave.
Wilmington, CA 90744

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

© 1988-2015 ACORD CORPORATION. All rights reserved. ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

CERTIFICATE NO. ISSUE DATE

GL1-10087 AI	**CERTIFICATE OF COVERAGE**	06/25/2021

Public Risk Innovation, Solutions, and Management

C/O ALLIANT INSURANCE SERVICES, INC.
PO BOX 6450
NEWPORT BEACH, CA 92658-6450

PHONE (949) 756-0271 / FAX (619) 699-0901
LICENSE #0C36861

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 BELOW. THIS CERTIFICATE OF COVERAGE 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 and/or requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGE AFFORDED	**A- Public Risk Innovation, Solutions, and Management**
COVERAGE AFFORDED	**B**
COVERAGE AFFORDED	**C**
COVERAGE AFFORDED	**D**

Member:
CITY OF CARSON
ATTN: ROOBIK GALOOSIAN
701 CARSON STREET
CARSON, CA 90745

Coverages

THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE 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 COVERAGE AFFORDED BY THE MEMORANDUMS DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	LIABILITY LIMITS
A	[X] Excess General Liability	PRISM PE 21 EL-115	07/01/2021	07/01/2022	$2,000,000
	[X] Auto Liability				$1,000,000
					Limits inclusive of the Member's Self-Insured Retention of $250,000

Description of Operations/Locations/Vehicles/Special Items:

AS RESPECTS AGREEMENT BETWEEN CITY OF CARSON (SUBCONTRACTOR) AND SOUTH BAY CENTER FOR COUNSELING AND LOS ANGELES COUNTY FOR THE ADMINSTRATION OF THE SAFE CHILDREN AND STRONG FAMILIES PREVENTION AND AFTERCARE PROGRAM SERVICES.

COVERAGE FOR SEXUAL MISCONDUCT IS INCLUDED IN THE EXCESS GENERAL LIABILITY LIMITS. SUBJECT TO TERMS, CONDITIONS AND EXCLUSION OF THE MEMORANDUM OF COVERAGE.

LOS ANGELES COUNTY, ITS SPECIAL DISTRICTS, ELECTED OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS, ARE INCLUDED AS ADDITIONAL COVERED PARTIES, BUT ONLY INSOFAR AS THE OPERATIONS UNDER THIS CONTRACT ARE CONCERNED.

Certificate Holder

LOS ANGELES COUNTY
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
DCFS CONTRACTS ADMINISTRATION
425 SHATTO PL, RM 400
LOS ANGELES, CA 90020

Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WIL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gina Dean

Public Risk Innovation, Solutions, and Management

ENDORSEMENT NO. U-1

PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT
GENERAL LIABILITY 1

ADDITIONAL COVERED PARTY AMENDATORY ENDORSEMENT

It is agreed that the "**Covered Party**, Covered Persons or Entities" section of the Memorandum is amended to include the person or organization named on the Certificate of Coverage, but only with respect to liability arising out of premises owned by or rented to the Member, or operations performed by or on behalf of the Member or such person or organization so designated.

Coverage provided under this endorsement is limited to the lesser of the limits stated on the Certificate of Coverage or the minimum limits required by contract.

ADDITIONAL COVERED PARTY:

NAME OF PERSON OR ORGANIZATION SCHEDULED PER ATTACHED CERTIFICATE OF COVERAGE

AS RESPECTS:

PER ATTACHED CERTIFICATE OF COVERAGE

It is further agreed that nothing herein shall act to increase PRISM's limit of liability.

This endorsement is part of the Memorandum and takes effect on the effective date of the Memorandum unless another effective date is shown below. All other terms and conditions remain unchanged.

Effective Date: _____ **Memorandum No.: PRISM 21 EL-00**

Issued to: **ALL MEMBERS**

Issue Date: **June 25, 2021**

Gina Dean
Authorized Representative
Public Risk Innovation, Solutions, and Management

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/28/2021

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
Alliant Insurance Services, Inc.
1301 Dove Street, Suite 200
Newport Beach, CA 92660-2436
PH: (949)756-0271
License # 0C36861

CONTACT NAME: Armando Vieyra
PHONE (A/C, No, Ext): (949) 660-5930 **FAX (A/C, No):** (619) 699-0901
E-MAIL ADDRESS: avieyra@alliant.com

INSURER(S) AFFORDING COVERAGE	AIIN #
INSURER A: Beazley Syndicate 2623 & 623	AA-1128623
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Public Risk Innovation, Solutions, and Management (PRISM) and its member agencies as endorsed:
City of Carson
ATTN: Roobik Galoosian
701 Carson Street
Carson, CA 90745

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 INSR	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						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/A					E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	OTHER: CYBER LIABILITY						***MEMBER LIMIT:	$ 2,000,000
	CLAIMS MADE AND REPORTED POLICY	N/A	N/A	FN2133951	7/1/2021	7/1/2022		
	*RETROACTIVE DATE: MARCH 31, 2010						**POLICY ANNUAL AGGREGATE	$ 25,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: As respects agreement between City of Carson (Subcontractor) and South Bay Center for Counseling and County of Los Angeles for the administration of the safe children and strong families prevention and aftercare program services. Subject to policy limits, terms, conditions and exclusions. Breach Response costs are sub- limited. *Retroactive and Continuity date: A. March 31, 2010 or the effective of coverage for a specific member added subsequent to a renewal. **The total policy annual aggregate limits are shared by all members of the policy. ***The member limit applies to all members of City of Carson combined and not per member.

CERTIFICATE HOLDER

FOR THE PURPOSE OF EVIDENCE ONLY:
Los Angeles County
Department of Children and Family Services
DCFS Contracts Administration
425 Shatto Pl, Rm 400
Los Angeles, CA 90020

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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AMENDMENT NO. 4

TO 2022 SUBCONTRACT FOR PREVENTION AND AFTERCARE PROGRAM ACTIVITIES AND SERVICES

This Amendment No. 4 to 2022 Subcontract for Prevention and Aftercare Program Activities and Services ("Amendment No. 4") by and between the SOUTH BAY CENTER FOR COUNSELING, a California corporation ("Contractor") and the CITY OF CARSON, a California municipal corporation ("Subcontractor") is effective as of the _____ day of _____, 2026. Contractor and Subcontractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as "Parties."

RECITALS

A. The County of Los Angeles ("County") and Contractor entered into Contract Number 21-03-08 for prevention and aftercare services (CFDA No. 93.556) (the "Prime Contract"), whereby the County provided certain funding to Contractor for the provision of certain prevention and aftercare services to County residents.

B. The Prime Contract was entered into March 1, 2021, for an initial 16-month term through June 30, 2022, with four County options to extend the term of the Prime Agreement for up to three additional one-year periods and one 6-month period, from July 1, 2022 through December 31, 2025. County exercised its first option to extend the term of the Prime Contract from July 1, 2022 through June 30, 2023, its second option to extend the term of the Prime Contract from July 1, 2023 through June 30, 2024, its third option to extend the term of the Prime Contract from July 1, 2024 through June 30, 2025, and its fourth option to extend the term of the Prime Contract from July 1, 2025 to December 31, 2025.

C. In order to fulfill its obligations under the Prime Contract, Contractor entered into a subcontract with Subcontractor effective March 1, 2021, which carried an initial 16-month term through June 30, 2022, and included three one-year options of Contractor to extend the term of said subcontract (the "2021 Subcontract"). However, the 2021 Subcontract should have also included a fourth, 6-month option to extend such that the term of the 2021 Subcontract, inclusive of all its option periods, would be co-extensive with the term of the Prime Contract, inclusive of all its option periods.

D. In order to address this discrepancy, upon expiration of the initial 16-month term of the 2021 Subcontract, the parties entered into a new "Subcontract for Prevention and Aftercare Program Services and Activities" effective July 1, 2022 (the "2022 Subcontract"), whereby Contractor engaged Subcontractor to perform certain prevention and aftercare services as described in Section 3.3 of the 2022 Subcontract (the "Services") in exchange for compensation in the amount of $57,000 (the "Contract Sum") for the initial one-year term of the 2022 Subcontract, from July 1, 2022 through June 30, 2023. The 2022 Subcontract, at Section 2.0, provided Contractor with options to extend the term of the 2022 Subcontract beyond June 30, 2023 for up to two one-year periods and one additional six-month period (which options, collectively, would extend the term through December 31, 2025), or as otherwise authorized by the Prime Contract.

E. Effective July 1, 2023, Contractor and Subcontractor entered into Amendment No. 1 to the 2022 Subcontract to (i) exercise Contractor's first option to extend the term of the 2022 Subcontract by one year, from July 1, 2023 through June 30, 2024, to correspond with the above-referenced extension of the term of the Prime Contract for said period, and (ii) increase the Contract Sum by $57,000 for the one-year extension period, thereby increasing the total Contract Sum of the 2022 Subcontract from $57,000 to $114,000, and made other minor related modifications.

F. Effective July 1, 2024, Contractor and Subcontractor entered into Amendment No. 2 to the 2022 Subcontract to (i) exercise Contractor's second option to extend the term of the 2022 Subcontract by one year from July 1, 2024 through June 30, 2025, to correspond with the above-referenced extension of the term of the Prime Contract for said period, and (ii) increase the Contract Sum by $57,000 for the one-year extension period, thereby increasing the total Contract Sum of the 2022 Subcontract from $114,000 to $171,000 and make other minor related modifications.

G. Effective July 1, 2025, Contractor and Subcontractor entered into Amendment No. 3 to the 2022 Subcontract to (i) exercise Contractor's third and final option to extend the term of the 2022 Subcontract by one additional six-month period from July 1, 2025 through December 31, 2025, to correspond with the above-referenced extension of the Term of the Prime Contract for said period, and (ii) increase the Contract Sum by $28,500 for the six-month extension period, thereby increasing the total Contract Sum of the 2022 Subcontract from $171,000 to $199,500.

H. Effective _____ ____, 202_, County and Contractor entered into an amendment to the Prime Contract, whereby the term of the Prime Contract was extended by one additional eighteen-month period, from January 1, 2026 through June 30, 2027.

I. Accordingly, Contractor and Subcontractor now desire to amend the 2022 Subcontract to (i) extend the term of the 2022 Subcontract by one additional six-month period, from January 1, 2026 through June 30, 2026, and (ii) increase the Contract Sum by $28,500 for the six-month extension period, thereby increasing the total Contract Sum of the 2022 Subcontract from $199,500 to $228,000.

TERMS

1. **Contract Changes**. The 2022 Subcontract is amended as provided herein (~~strikethrough~~ represents deleted language while ***bold italics*** represents added language).

A. Section 2.0, "TERM OF SUBCONTRACT," is amended as follows:

"The term of this Subcontract shall commence on July 1, 2022 and shall expire on ***June 30, 2026*** ~~December 31, 2025~~ ("Term"), unless terminated earlier pursuant to any of the conditions for termination in the Prime Contract."

B Section 3.1 is amended as follows:

"CONTRACTOR shall compensate SUBCONTRACTOR a total maximum contract sum not to exceed ***TWO HUNDRED TWENTY-EIGHT THOUSAND DOLLARS ($228,000)*** ~~ONE HUNDRED NINETY-NINE THOUSAND FIVE HUNDRED DOLLARS ($199,500.00)~~ ("Contract Sum") for the Term of this Subcontract to provide the service designated in Section 3.3 of this Subcontract with compensation as follows for each of the following fiscal year periods of the Term of this Subcontract:

For July 1, 2022 through June 30, 2023:	$57,000
For July 1, 2023 through June 30, 2024:	$57,000
For July 1, 2024 through June 30, 2025:	$57,000
For July 1, 2025 through December 31, 2025:	$28,500
For January 1, 2026 through June 30, 2026:	***$28,500***"

2. **Continuing Effect of Subcontract.** Except as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3, and this Amendment No. 4, all provisions of the 2022 Subcontract shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 4, whenever the term "Subcontract" appears in the 2022 Subcontract in reference to the 2022 Subcontract, it shall mean the 2022 Subcontract, as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3, and this Amendment No. 4 to the 2022 Subcontract.

3. **Affirmation of Subcontract; Warranty Re Absence of Defaults.** Contractor and Subcontractor each ratify and reaffirm each and every one of the respective rights and obligations arising under the 2022 Subcontract. Each party represents and warrants to the other that there have been no written or oral modifications to the 2022 Subcontract other than as provided herein. Each party represents and warrants to the other that the 2022 Subcontract is currently an effective, valid, and binding obligation.

Subcontractor represents and warrants to Contractor that, as of the date of this Amendment No. 4, Contractor is not in default of any material term of the 2022 Subcontract 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 2022 Subcontract.

Contractor represents and warrants to Subcontractor that, as of the date of this Amendment No. 4, Subcontractor is not in default of any material term of the 2022 Subcontract 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 2022 Subcontract.

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 the following page]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 4 on the date and year first-above written.

SUBCONTRACTOR:

CITY OF CARSON, a California 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; mav]

CONTRACTOR:

SOUTH BAY CENTER FOR COUNSELING, a California corporation

By:_____
Name:
Title:

By:_____
Name:
Title:
Address: 540 N. Marine Ave.
Wilmington, CA 90744

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.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2025 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

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

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2025 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

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

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

SBCCPrimeContract.pdf

(Exhibit No. 3 - Link to 210-page Prime Contract)

RESOLUTION NO. 25-136

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 (FY) 2025/26 budget on June 17, 2025, for the General Fund and the Special Event Funds of the City via Resolution No. 25-076; and

WHEREAS, the City Council desires to amend the Fiscal Year 2025/26 budget; and

WHEREAS, the City Council has determined it necessary to amend the FY 2025/26 General Fund budget and Special Revenue Funds budget.

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

Section 1. The following amendment(s) will be made to the City's FY 2025-26 budget.

Account Number	Description	Increase/Decrease
210-90-950-980-5002	Youth & Family Services/ FT Salary	$41,277
210-90-950-980-5501	Youth & Family Services/ Retirement	$5,070
210-90-950-980-5502	Youth & Family Services/ Medical Benefits	$9,623
210-90-950-980-5503	Youth & Family Services/ Dental Insurance	$397
210-90-950-980-5505	Youth & Family Services/ Group Life Insurance	$35
210-90-950-980-5510	Youth & Family Services/ Medicare	$598

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 December 2, 2025, the same shall be in force and effect.

PASSED, APPROVED, AND ADOPTED this 2nd day of December, 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. 25-136 adopted by the City of Carson City Council at its meeting held on December 2, 2025, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMEBES:

ABSENT: COUNCIL MEMBERS:

_____

Dr. Khaleah K. Bradshaw, City Clerk

Report to Honorable Mayor and City Council

Tuesday, December 2, 2025, 5:00 PM

CONSENT 27.

To: Honorable Mayor and City Council

From: Michael Whittiker, Community Services Director CS Operations

Subject: CONSIDER AWARDING A CONTRACT SERVICES AGREEMENT TO WATERLINE TECHNOLOGIES, INC., TO PROVIDE AND DELIVER POOL CHEMICALS FOR THE CITY OF CARSON'S POOLS, FOUNTAINS, SPLASH PAD, AND AQUATIC CENTERS (CITY COUNCIL)

I. SUMMARY

On August 13, 2025, the City issued Invitation for Bids (IFB) No. 25-12 (Exhibit No. 1) seeking qualified companies to supply and deliver pool chemicals for the City's pools, aquatic centers, splash pad, and decorative fountains. An Invitation for Bids is a formal process the City uses to request competitive pricing from vendors. When the IFB closed on September 4, 2025, the City received five bids (Exhibit No. 2). After completing a thorough review and evaluation of all submissions, staff identified Waterline Technologies, Inc. (Waterline) as the lowest responsive and responsible bidder (Exhibit No. 3). A responsive bidder is one that submits all required documents, and a responsible bidder is one that has the capability, experience, and reliability to perform the work successfully. Based on this evaluation, staff recommends awarding Waterline Technologies, Inc. a five-year Contract Services Agreement for a not-to-exceed total of $300,000, which averages approximately $60,000 per year over the life of the contract (Exhibit No. 4). This agreement will ensure the City has a reliable supplier for pool chemicals needed to safely operate its aquatic facilities.

II. RECOMMENDATION

TAKE the following actions:

1. AWARD and APPROVE a proposed five-year Contract Services Agreement between the City of Carson and Waterline Technologies, Inc., to provide and deliver pool chemicals for the City's aquatic facilities, splash pad, and fountains for a total, not-to-exceed Contact Sum of $300,000.00 (Exhibit No. 4; "Agreement"); and,
2. AUTHORIZE the Mayor to execute the proposed Agreement, following approval as to form by the City Attorney.

III. ALTERNATIVES

1. TAKE another action City Council deems appropriate.

IV. BACKGROUND

The Community Services/Recreation/Park Maintenance Department is responsible for the care and upkeep of the City's aquatic facilities, which include the Carson Park Pool, Foisia Park Pool, Dominguez Aquatic Center, Hemingway Aquatic Center, the splash pad at Carson Park, and the fountains located at City Hall and the Carson Event Center. These facilities are maintained by the Park Maintenance Division. To keep these amenities safe, sanitary, and fully operational, and to comply with regulations set by the Los Angeles County Department of Public Health, the City must regularly purchase and maintain an ongoing supply of pool chemicals. These chemicals are used to keep pool water clean, disinfected, and properly balanced. They include, but are not limited to:

- Sodium Hypochlorite (UN 1791): A liquid chlorine solution used to disinfect pool water.
- Hydrochloric Acid (UN 1789, also known as Muriatic Acid): Used to lower pH levels to keep water chemistry balanced and safe for swimmers.
- Pool-grade Sodium Bicarbonate: Added to stabilize alkalinity in pool water.
- Chlorine Tablets: Slow-dissolving tablets used for continuous disinfection.

On August 13, 2025, the City issued Invitation for Bids (IFB) No. 25-12 to seek qualified vendors to supply and deliver these materials. An Invitational for Bids is a formal competitive process required under the Carson Municipal Code (CMC), where the City must award the contract to the lowest responsive and responsible bidder unless all bids are rejected. A responsive bidder is one that submits all required documents and meets the bid specifications, while a responsible bidder is one that has the proven ability, reliability, and capacity to perform the work.

The IFB closed on September 4, 2025, and the City received five bids. In accordance with CMC 2611(b), a staff evaluation panel reviewed and ranked all submissions based on the evaluation criteria detailed in the IFB (pages 6-7). After the evaluation, three of the five bids were determined to be non-responsive or not responsible, meaning they did not meet the required qualifications or did not submit complete or compliant bid materials. Of the two remaining qualified bidders, Waterline Technologies, Inc. submitted the lowest overall cost. Based on these findings, staff recommends awarding a five-year Contract Services Agreement to Waterline Technologies, Inc. for a not-to-exceed amount of $300,000, which will ensure consistent, reliable delivery of the pool chemicals needed to maintain all of the City's aquatic facilities.

V. FISCAL IMPACT

Funding for this service is included in the adopted FY 2025-26 Community Services Operating Budget, and ongoing costs will be incorporated into future operating budgets. The expenses will be charged to Account No. 101-90-950-605-6004, which is the budget line used for purchasing pool chemicals and related supplies.

VI. EXHIBITS

1. IFB 25-12 Packet
2. IFB 25-12 Bid Register
3. Waterline Technologies, Inc. Bid for IFB 25-12
4. Proposed Contract Services Agreement between City of Carson and Waterline Technologies, Inc.

Attachments

IFB 25-12 - FINAL 081325.pdf
BID REGISTER - IFB 25-12.pdf
WATERLINE BID - IFB 25-12.pdf
(Waterline Technologies) Agreement (IFB 25-12)(2065262.4).pdf

CITY OF CARSON

NOTICE OF INVITATION FOR BIDS (IFB): #25-12

Notice is hereby given that the Purchasing Manager is seeking bids for:

AQUATIC POOL CHEMICAL SUPPLY AND DELIVERY

ISSUE DATE:	**08/13/2025**
Q&A DEADLINE:	**08/26/2025 by 2:00PM**
MANDATORY SITE VISIT	**08/25/2025 at 9:00AM**
IFB DEADLINE:	**09/04/2025 by 2:00PM**

Register as a vendor and submit electronic responses via PlanetBids:

https://www.planetbids.com/portal/portal.cfm?CompanyID=32461.

No late responses will be accepted. Any response for this solicitation not submitted through PlanetBids is unauthorized and will be considered invalid. Any attempt to lobby members of the Carson City Council, or City of Carson staff during the release of the solicitation and the announcement of the award determination, may result in disqualification from the selection process.

To view other bidding opportunities from the City of Carson, please visit:
https://ci.carson.ca.us/Finance/Bidding.aspx.

Josilla Togiola, Purchasing Manager

A. SUMMARY

The City of Carson ("City") is soliciting sealed bids from qualified vendors for the supply and delivery of bulk and packaged pool chemicals, including UN 1791 (Sodium Hypochlorite), UN 1789 (Hydrochloric Acid), Chlorine Tablets, and Sodium Bicarbonate, on an as needed and scheduled basis. The selected Contractor shall provide all labor, equipment, materials, and transportation necessary to deliver, pump, and transfer chemicals into the City's designated pool facility tanks over a five (5) fiscal year contract period. Deliveries must be made in accordance with all applicable regulations and the terms of this IFB.

Incorporated as a general law city on February 20, 1968, the City of Carson became a California charter city on November 6, 2018, following voter approval. As one of the youngest municipalities in the South Bay region of Los Angeles County, Carson has grown significantly—from a population of 61,000 in 1968 to nearly 100,000 residents today. The City spans 19.2 square miles and is located less than 20 miles south of downtown Los Angeles.

Carson is a culturally diverse and strategically located community with exceptional accessibility. The City is served by four major freeways—the Harbor (110), San Diego (405), Artesia (91), and Long Beach (710)—and is conveniently near Los Angeles International Airport, Long Beach Airport, the Port of Los Angeles, and the Port of Long Beach. Public transportation options include the MTA Bus Line and the City-operated Carson Circuit, providing efficient local transit.

Known for its modern infrastructure and business-friendly environment, Carson is home to major petrochemical, electronics, automotive, aerospace, trucking, and high-tech industries. Many companies headquartered here have received regional and local beautification awards. Through strong public-private partnerships, Carson continues to foster economic vitality and a promising future.

B. GENERAL IFB POLICIES

The City of Carson reserves the right to modify this Invitation for Bids (IFB) at its sole discretion. Any revisions or clarifications will be issued in writing through official addenda via PlanetBids. Oral communications or modifications will not be recognized. All addenda released during the solicitation period shall become part of this IFB.

Bids must be submitted electronically through the City's online bid management system (PlanetBids) by the specified due date and time. The City reserves the right to take any action deemed to be in its best interest.

Bids may be withdrawn without penalty prior to the deadline by selecting the "Withdraw" option on Planet Bids. Once the deadline has passed and bids are opened by the Purchasing Manager or designee, submissions may not be withdrawn for a period of ninety (90) calendar days.

No contract shall exist unless and until the City Council formally awards a contract and full execution has occurred. If awarded, the contract is anticipated to be executed within approximately ninety (90) calendar days following the bid due date.

Unless otherwise stated, all documents must be submitted in PDF format. It is the sole responsibility of the bidder to ensure that all documents are properly formatted, complete, and successfully uploaded to the City's online bid system. Incomplete, corrupted, or unreadable submissions may be deemed nonresponsive.

For technical assistance with electronic submission (e.g., vendor registration, document upload, password reset, bid confirmation), Bidder must contact PlanetBids directly at (818) 992-1771. All questions or requests for clarification regarding this IFB must be submitted electronically through PlanetBids by the deadline specified in the IFB. Direct contact with City personnel or elected

officials regarding this IFB is strictly prohibited. Any response not provided through PlanetBids is considered unauthorized and invalid.

Bidders are solely responsible for ensuring timely submission. Late bids will not be accepted—no exceptions. A confirmation number with timestamp will be issued by PlanetBids upon successful submission. Only bids with a verified timestamp will be considered.

Waterline Tec

This IFB does not commit the City of Carson to award a contract or to reimburse any costs incurred in the preparation or submission of a response. All materials submitted become the property of the City.

NOTE: E-bids are sealed and cannot be viewed by the City until the official closing date and time. To withdraw a submission before the deadline, return to the PlanetBids portal and select the "Withdraw" option.

C. BID SUBMISSION

All bids in response to this IFB must be submitted electronically via PlanetBids no later than the due date and time established on the cover page of this solicitation document. All bid submission documents must be signed and dated by an official authorized to legally bind the entity and enter into a contract. All bid submission documents shall be uploaded in PDF format.

It is the sole responsibility of the bidder to ensure sufficient time to prepare, scan, and upload your documents into PlanetBids prior to the deadline, as the system will lock and not allow entry of bids after the designated deadline. Any technical questions regarding the use of PlanetBids must be directed to PlanetBids.

Failure to include all required Sections and Attachments may result in a bid being deemed nonresponsive. All bids shall include the following, at minimum:

1. Required Proposal Sections (Maximum 20 pages, including attachments)

- ☐ **Cover Letter and Company Profile** – Signed by an officer of the firm authorized to execute a contract with the City. The primary contact's name, phone number, email, and mailing address shall also be included.
- ☐ **Qualifications** – Summarize the qualifications of the bidder. Include general information such as, but not limited to, the number of years in business, areas of expertise, etc.
- ☐ **Key Staff and Team** – identify Key Staff that will be assigned to the project and include a description of their skills, qualifications, and experience. Include a proposed project structure and organization chart.
- ☐ **Project Understanding** – Demonstrate an understanding of the Scope, key goals, and objectives.
- ☐ **Project Approach and Work Plan** – Include a detailed work approach and methodology, incorporating project stages, deliverables, project milestones, project timeline, and any other necessary information required to complete the Scope of Services.
- ☐ **Subcontractor List (if applicable)** – Include a list of subcontractors, if applicable, that will be utilized to complete the Scope of Work. Identify the subcontractor's qualifications and extent of work to be performed by each subcontractor. Include a summary of the subcontractor's qualifications, key personnel, primary contact name, phone number, and email.
- The majority of the work as required herein must be performed by the awarded contractor. The work may not be subcontracted to another contractor unless the subcontractor has been included in the bid, or a substitution has been approved in writing by the City's Contracting Officer in advance of work performed.

2. Cost File – Attached as **Exhibit C**

- ☐ **Cost File**

All cost information must be:

- Completed using the official Cost File form provided by the City (Exhibit C)

- Entered directly into the PlanetBids system as line items.

Failure to complete both steps may result in your bid being deemed non-responsive.

- Bidder shall provide everything necessary, at their own expense, to deliver the required products and services. This includes, but is not limited to, labor, preparation work, materials, supplies, parts, tools, and equipment. The lump sum bid price must encompass all necessary materials, labor, and fees required to fulfill the contract obligations.
- All permits, licenses, and fees must be obtained and paid for solely by the awarded Bidder.
- The City is exempt from federal taxes; therefore, federal taxes must **not** be included in the bid price. However, the City is required to pay applicable sales tax on purchases, which must be included as a **separate line item** within the total bid price.
- The following additional charges will **not** be allowed under this contract: fuel surcharges, mileage rates, fines, entertainment, advertising, or any other costs deemed inappropriate for reimbursement with public funds.

3. Required General Attachments attached as **Exhibit A** – (Not included in the 20-page limit)

- ☐ **Bidder/Proposer Affidavit**
- ☐ **Affidavit of Non-Collusion and Non-Discrimination**
- ☐ **Affidavit of Non-Federal Lobbyist Requirement**
- ☐ **Debarment and Suspension Certification**
- ☐ **Acknowledgment of Insurance Endorsements** – Insurance requirements are outlined in Section 5.1 of the City's Form Contract **(Attached as Exhibit B)**
- ☐ **Client Reference List**
- ☐ **W9**
- ☐ **Modifications to the City's Form Contract (Attached as Exhibit B)**

- Bidders requesting modification to the City's Form Contract (Attached as Exhibit B) shall include a redlined version at the time of submission for the City's consideration.
- Award is based on a successful negotiation. Failure of the City and any bidder to reach a mutual agreement regarding the Contract or any other portions of the award, may result in the City moving to negotiation with another bidder.

D. QUESTIONS AND ADDENDA

Any requests for clarification or other questions must be submitted via PlanetBids using the "Q&A" tab no later than the date and time established on the cover page of this solicitation document. No verbal requests or requests made in any other format will be accepted. Each question must be submitted separately, not combined into a single submission or written in paragraph form. Be sure to include the corresponding Section and page number with each question.

Requests submitted for City's consideration of proposed terms and conditions, including modifications to the City's IFB and/or standard form Contract Services Agreement **must be included at the time of submission.** Such requests should include an attachment in PDF format on company letterhead that shows the requested modifications.

The City will provide formal answers to all questions. Changes to the IFB itself shall only be made by the City via formal written addenda. Addenda will be published and distributed through the Vendor Portal. All addenda shall become a part of the IFB document requiring both signature and acknowledgement by the bidder. It is the sole responsibility of the bidder to ensure that they have received the entire IFB including any questions, answers and addenda by visiting the City of Carson PlanetBids Vendor Portal.

Type of Question	Contact	Contact Info
Those related to the Contract	PlanetBids	Post directly to PlanetBids under the "Q&A" tab

Use of PlanetBids	PlanetBids	(818) 992-1771
City's Purchasing Process	Josilla Togiola, Purchasing Manager	jtogiola@carsonca.gov, (310) 952-1758

E. BIDDER QUALIFICATIONS

Bidders who do not meet the minimum qualifications will be disqualified. Bidder shall clearly demonstrate qualification to complete the scope of work. All bidders must meet the following, at minimum:

- ☐ Have been regularly and continuously engaged in the business of chemical delivery for a minimum of three (3) years.
- ☐ Possess all required permits, licenses, and professional certifications necessary to perform the services described herein.
- ☐ Demonstrate the capability, experience, and resources necessary to safely deliver and transfer hazardous pool chemicals in compliance with all applicable health, safety, transportation, and environmental regulations.
- ☐ Compliance with Local Business Requirements: The successful bidder will be required to comply with all local business requirements prior to contract award, including obtaining and maintaining a valid City of Carson business license and the required insurance coverage for the duration of the contract. These requirements are not necessary at the time of bid submission but must be fulfilled before execution of the contract.
- ☐ Attend the **Mandatory Site Visit**

OPTIONAL/MANDATORY?	**MANDATORY**
DATE	**Monday, August 25, 2025**
TIME	**Beginning at 9AM**
LOCATION	**1. 9:00AM - Hemingway Aquatic Center 16605 S. San Pedro Street, Carson, CA** **2. 9:30AM – Dominquez Aquatic Center 21330 Santa Fe Ave, Carson, CA** **3. 10:00AM – Foisia Pool 23410 Catskill Ave, Carson, CA** **4. 10:30AM – Carson Pool 21436 Main Street, Carson, CA**

F. PREVAILING WAGES REQUIREMENTS

It is the sole responsibility of the bidder to carefully review the scope of work and determine whether any portion of the work is subject to prevailing wage requirements. The bidder shall include any associated labor costs accordingly in their bid.

Bidder must be registered with the California Department of Industrial Relations (DIR) pursuant to Labor Code Section 1725.5. Contractors are responsible for maintaining active DIR registration for the duration of the contract.

Pursuant to California Labor Code Section 1771, certain types of work, including but not limited to maintenance, installation, repair, or construction, may be considered public works and therefore subject to prevailing wage requirements as established by the DIR for the locality in which the work is performed, for each craft, classification, or type of worker required.

Prevailing wage determinations may be found on the DIR website at: http://www.dir.ca.gov/dlsr
If any portion of the work is deemed subject to prevailing wage, the contractor shall comply with all applicable requirements, including but not limited to:

- Paying not less than the applicable prevailing wage rates.
- Submitting certified payroll records to the DIR via the online portal.

- Complying with all DIR and Labor Code requirements regarding public works projects.

Failure to comply with prevailing wage requirements may result in penalties, withholding of payments, or contract termination.

G. BID OPENING, DOCUMENT REVIEW, AND AWARD OF CONTRACT

All bids will be publicly opened by the Office of the City Clerk via PlanetBids at the date and time established in the solicitation, in accordance with Carson Municipal Code (CMC) Section 2610(g). Bids must be timely submitted and comply with the minimum requirements set forth in the IFB to be considered responsive.

Bids will be evaluated pursuant to CMC Section 2610(h) based on responsiveness to the IFB provisions, including bidder qualifications, pricing, and compliance with specifications. Evaluation criteria may include quality, delivery, experience, and other factors relevant to contract performance. Only bids meeting the standards of a "responsive and responsible" bidder, as defined in CMC Section 2610(i), will be considered.

Unless rejected as allowed under CMC Section 2610(k), the contract will be awarded to the lowest responsible and responsive bidder as defined in CMC Section 2610(i). This bidder must submit the lowest monetary bid responsive to the IFB and demonstrate the trustworthiness, capacity, experience, and financial responsibility to perform the contract satisfactorily. Upon selection, a Notice of Intent to Award will be issued via PlanetBids to all participating Bidders. Bid protests must comply with CMC Section 2613 and be filed within five (5) business days of the notice.

The City will evaluate each bid for responsiveness to the IFB requirements and bidder responsibility. Each will be scored on a scale of 0 to 100 points. Bidder must achieve a minimum combined score of 70 points to be considered further.

Bids not meeting the minimum score will be deemed non-responsive or non-responsible and disqualified.

Among bidders meeting or exceeding the minimum score threshold, award will be made to the lowest priced responsive and responsible bidder.

The City will utilize the following scale to determine responsiveness and responsibility of a Bidder.

Criteria	Description	Max Points
1. Conformity to Specifications	Supplies, materials, equipment, or services must meet the IFB's technical and quality specifications.	20
2. Ability, Capacity, and Skill	Demonstrated ability and capacity to deliver products/services as required within specified time frames.	15
3. Timeliness of Delivery	History and plan to deliver materials or services within contract deadlines.	10
4. Character, Integrity, Reputation, Judgment, Experience, Efficiency	Evaluation of bidder's trustworthiness, business ethics, relevant experience, and operational efficiency.	15
5. Financial Resources and Responsibility	Assessment of bidder's financial stability and ability to support contract obligations.	10
6. Ability to Provide Future Maintenance, Repair, Parts, and Service	Capacity to support post-purchase needs such as maintenance and service, if applicable.	10
7. Prior Record of Performance	History of contract performance, including quality, compliance, and timely completion.	10

8. Compliance with Laws and Safety Regulations	Record of compliance with OSHA, labor statutes, and local, State, and Federal laws.	10
Total Possible Points:		**100**

SCOPE OF SERVICES
IFB 25-12: AQUATIC POOL CHEMICAL SUPPLY AND DELIVERY

Summary

The City of Carson ("City") is soliciting sealed bids from qualified contractors for the supply and delivery of pool chemicals and related services on a non-exclusive, as-needed basis, in accordance with the specifications described herein.

The awarded Contractor shall furnish all materials, labor, equipment, transportation, and supervision necessary to supply and deliver the following chemicals to four (4) City-operated aquatic facilities:

UN 1791, Hypochlorite Solution, 8, PG III (Sodium Hypochlorite)
UN 1789, Hydrochloric Acid, 8, PG II, RQ – Straight (Muriatic Acid)
Pool-grade Sodium Bicarbonate (50-pound bags)
Chlorine Tablets (50-pound buckets)

The Contractor shall deliver and transfer bulk chemicals directly into designated on-site tanks using 1-inch male Camlock hose fittings provided at each location. The Contractor shall supply all required pumping equipment and perform secure chemical transfers in compliance with all applicable federal, state, and local laws and safety regulations, including OSHA, DOT, and EPA requirements.

Contract Term

The initial term of the contract shall be for a period of five (5) fiscal years beginning on the date of award.

Pricing and Adjustments

All prices shall be firm and fixed for the first year of the contract.

Any requests for price adjustments must not exceed the annual percentage change in the Consumer Price Index (CPI-U), Los Angeles-Long Beach-Anaheim, CA, as published by the U.S. Bureau of Labor Statistics.

In addition to CPI-based adjustments, the City may consider extraordinary cost increases due to unforeseen events beyond the contractor's control, such as natural disasters (e.g., wildfires, earthquakes) or significant regulatory changes that materially impact costs.

Requests for price increases must be submitted in writing at least sixty (60) days prior to the effective date and are subject to City approval. Requests must include verifiable documentation showing the direct impact on the Contractor's costs.

The City reserves the right to approve, modify, or reject any requested price adjustment in full or in part, based solely on its assessment of necessity and reasonableness.

Delivery Requirements

- All chemical containers must be properly labeled, sealed, and tamper-proof, and shall comply with all applicable federal, state, and local safety and environmental regulations, including but not limited to OSHA, EPA, and DOT standards.
- Contractor shall provide a current Safety Data Sheet (SDS) or technical specification sheet for each chemical product delivered under the contract.
- Each delivery shall include a packing slip or delivery ticket itemizing the chemicals delivered, quantities, and corresponding SDS documentation.
- Deliveries shall be made to the four City aquatic facilities listed in the Specifications section.
- Regular delivery hours are Monday through Thursday, 7:00 a.m. to 3:30 p.m.

- During the peak season, the City will provide a predetermined delivery schedule for each facility.
- During the off-peak season, deliveries will be made on an as-needed basis.
- The Contractor shall be solely responsible for:

  - Ensuring timely delivery to all designated facilities
  - Providing and operating chemical transfer equipment
  - Ensuring proper hose connection to City tanks via 1-inch male Camlock fittings
  - Providing Material Safety Data Sheets (MSDS/SDS) with each delivery
  - Cleaning any spills or drips resulting from transfer operations

Spill Response and Safety Requirements

The contractor shall implement appropriate spill prevention and response measures during all deliveries. In the event of a spill or leak—regardless of quantity—the contractor is fully responsible for initiating immediate containment and cleanup procedures in accordance with all applicable local, state, and federal regulations, including EPA and OSHA hazardous materials handling standards.

Contractor responsibilities include, but are not limited to:

- Prompt notification to the City's designated on-site representative
- Containment and cleanup of the spilled material using appropriate PPE and methods
- Disposal of contaminated materials in accordance with applicable laws
- Submission of an incident report to the City within 24 hours of the occurrence

All delivery personnel must be trained and equipped to manage chemical spills safely and in compliance with Hazard Communication (HazCom) standards.

Description of Facilities

The City operates four (4) aquatic facilities, each equipped with on-site chemical storage tanks for pool maintenance. The selected Contractor will be requested to deliver and transfer chemicals directly into these tanks using 1-inch male Camlock hose fittings.

The City anticipates adding two (2) future splash pad locations. Chemical delivery to these new sites will be incorporated into the contract as they become available.

Facility	Address	Tank Configuration
Foisia Pool	23410 Catskill Ave, Carson, CA	• One (1) 500-gallon tank for Liquid Chlorine (Sodium Hypochlorite) – 1-inch male Camlock hose fitting • One (1) 350-gallon tank for Muriatic Acid (Hydrochloric Acid – Straight) – 1-inch male Camlock hose fitting
Carson Pool	21436 Main Street, Carson, CA	• One (1) 500-gallon tank for Liquid Chlorine (Sodium Hypochlorite) – 1-inch male Camlock hose fitting • One (1) 350-gallon tank for Muriatic Acid (Hydrochloric Acid – Straight) – 1-inch male Camlock hose fitting
Dominguez Aquatic Center	21330 Santa Fe Ave, Carson, CA	• One (1) 500-gallon tank for Liquid Chlorine (Sodium Hypochlorite) – 1-inch male Camlock hose fitting • One (1) 350-gallon tank for Muriatic Acid (Hydrochloric Acid – Straight) – 1-inch male Camlock hose fitting

Hemingway Aquatic Center	16605 S. San Pedro Street, Carson, CA	• One (1) 500-gallon tank for Liquid Chlorine (Sodium Hypochlorite) – 1-inch male Camlock hose fitting • One (1) 350-gallon tank for Muriatic Acid (Hydrochloric Acid – Straight) – 1-inch male Camlock hose fitting

Additional Facilities

During the term of the agreement, the City reserves the right to add new aquatic facilities or locations requiring the same chemical delivery services outlined in this IFB. Any additional facilities will be subject to the same terms, specifications, pricing structure, and delivery requirements as the original contract, unless otherwise negotiated in writing.

Estimated Annual Usage

The following table provides estimated annual quantities for chemical products based on historical usage. These quantities are provided for bidding purposes only and do not constitute a commitment by the City to purchase any specific amount. Actual quantities ordered may vary depending on facility usage, weather conditions, and operational needs.

Product	Estimated Annual Quantity	Unit
Sodium Hypochlorite	14,000	Gal
Muriatic Acid	4,000	Gal
Sodium Bicarbonate	5 pallets (approx. 225 bags)	50-lb Bags
Chlorine Tablets	3 pallets (approx. 135 units)	50-lb Buckets

EXHIBIT A

Purchasing Division
701 E. Carson Street
Carson, CA 90745

Bidder/Proposer Affidavit

Bidder/Proposer Name: Waterline Technologies Inc

Mailing Address: 620 N Santiago Street Santa Ana, CA 92701

Main Contact & Title: Tom Berrey

Email: tberrey@waterlinetech.com Phone: 714-564-9100

BIDDER/PROPOSER SIGNATURE AUTHORIZATION AND CERTIFICATION

Per the California Corporate Code, Business and Processions Code, the Bidder's/ Proposer's Bylaws/Operating Agreement and/or the attached Board Resolutions (if applicable), I/we hereby verity the following:

1. That I/we am/are (an) authorized signatory(ies) for the Bidder/Proposer and as such am/are authorized to sign and bind the Bidder/Proposer to contract with the City of Carson;

2. That the bid/proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not named or disclosed;

3. That the bid/proposal is genuine; that all statements of fact in the bid/proposal are true;

4. That the Bidder has not been debarred from participation in any State or Federal works project;

Signature: Thomas R Berrey

Date: 8/25/2025

Name: Thomas Berrey

Title: GM

Signature: _____

Date: _____

Name: _____

Title: _____

BIDDER/PROPOSER AUTHORITY IS PROVIDED IN ACCORDANCE WITH:

☐Bidder/Proposer's Bylaws/Operating Agreement Section: _____

☐Board Resolution

☐Corporate or Business Professions Code

IMPORTANT NOTE: If the signature authorization status of any individual changes at any time, it is the responsibility of the Bidder to contact the authorized City Staff regarding the change and to complete and submit new Bidder Information Form. Incorrect information on file may delay the processing of any of the documents submitted.

Purchasing Division
701 E. Carson Street
Carson, CA 90745

Affidavit of Non-Collusion and Non-Discrimination

I hereby swear (or affirm) under the penalty of perjury:

That the attached proposal or bid has been arrived at by the responder independently and has been submitted without collusion with and without any agreement, understanding, or planned common course of action with any other firm or entity designed to limit fair and open competition;

That the contents of the proposal or bid response have not been communicated by the responder or its employees or agents to any person not an employee or agent of the responder and will not be communicated to any such persons prior to the official opening of the solicitation responses; and

The proposer/bidder does not and shall not discriminate, will provide equal employment practices, and will adhere to an affirmative action program to ensure that in their employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

I certify that the above statements are true and accurate.

***Authorized Official**:*

Signature: Thomas R Berrey

Date: 08/25/2025

Name: Thomas Berrey

Title: GM

Purchasing Division
701 E. Carson Street
Carson, CA 90745

Affidavit of Non-Federal Lobbyist Requirement

Name of Firm: Waterlink Technologies Inc
Address: 620 N Santiago Street Santa Ana, CA 92701

Telephone: 714-564-9100

I hereby swear (or affirm) under the penalty of perjury:

1. No Federal appropriated funds have been paid, by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;

2. If any funds other than Federal appropriated funds have paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions, and;

3. The above-name firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Authorized Official:

Signature: Thomas R Berrey

Date: 08/28/2025

Name: Thomas Berrey

Title: GM

Purchasing Division
701 E. Carson Street
Carson, CA 90745

Debarment and Suspension Certification

Name of Firm: Waterline Technologies Inc

Acting on behalf of the above-named firm ("Consultant"), as its Authorized Official, I, the undersigned, certify as follows:

I am a duly authorized representative of ("Consultant"). Consultant certifies, to the best of its knowledge and belief, that Consultant, including its principals:

Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency, and not does not have a proposed debarment pending;

Has not within the three-year period preceding this certification been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction, contract, or subcontract under a public transaction; for violation of federal or state antitrust statutes; or for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2) above; and

Has not within the three-year period preceding this certification had one or more public transactions (federal, state or local) terminated for cause or default.

Consultant further certifies that Consultant, including its principals, is not listed on the government-wide exclusions in the System for Award Management.

Consultant acknowledges that falsely providing this certification may result in criminal prosecution or administrative sanctions, and that this certification is a required component of all proposals in response to this IFB/RFP/RFQ.

A proposal that does not include a completed and signed version of this certification will be deemed incomplete and materially nonresponsive, and will not be considered.

Authorized Official:

Signature: Thomas R Berrey

Date: 08/25/2025

Name: Thomas Berrey

Title: GM

Purchasing Division
701 E. Carson Street
Carson, CA 90745

Acknowledgment of Insurance Endorsements

In recognition of Waterline (“Company”) having submitted a proposal or bid to the City of Carson IFB/RFP/RFQ # 25-12, dated 08/13/2025, 202__ (“RFP”/”IFB”/”RFQ”), issued by the City of Carson (“City”), and in further recognition that the City requires Company to comply with certain insurance requirements (i) as set forth in Section _____ (“Insurance Provisions”) of the Agreement (which Agreement is defined in and made part of the IFB/RFP/RFQ) and (ii) the Other Insurance requirements described in the IFB/RFP/RFQ, if any, I represent that I am the authorized Insurance Broker of Record for Company, and by signing below, I acknowledge, warrant and represent that Company meets the requirements set forth in Insurance Provisions and any applicable Other Insurance requirements, and if requested , shall furnish all the insurance endorsements prescribed in the Insurance Provisions and Other Insurance within thirty (30) days of contract award, as respecting.

[PLEASE CHECK ALL THAT APPLY]

- ✓ General Liability
- ✓ Automobile Liability
- ✓ Worker’s Compensation
- ✓ Professional Liability
- ✓ Pollution Liability

Other Insurance Provisions:

- ____ Cyber Liability
- ____ Crime Insurance
- ____ Bonds

Waterline Technologies Inc	Thomas Berrey , GM
Name of Insurer [Print]	Name, Title [Print]
Thomas R Berrey	08/25/2025
Signature	Date

Purchasing Division
701 E. Carson Street
Carson, CA 90745

Client Reference List

Provide at least 3 references for projects of similar scope and capacity completed within the last 3 years. The City reserves the right to contact any references provided.

Bidder/Proposer Name: Waterline Technologies Inc

1. Client Name: City of Los Angeles Parks

Address: City of LA Pools

Contact: Edwin Realegeno Email: edwin.realegeno@lacity.org

Project Description: Chemical Delivery

Project Start: 01/01/2007 Project End: 12/31/2029

Project Budget: $540,000.00 per year

2. Client Name: Disney Land Parks

Address: Disney Land and DCA Parks

Contact: Josh Ward Email: joshua.a.ward@disney.com

Project Description: Chemical Delivery

Project Start: 01/01/2006 Project End: 12/31/2029

Project Budget: $1,245,000.00

3. Client Name: City of Irvine

Address: City of Irvine Pools

Contact: Joel Miller Email: jmiller@cityofirvine.org>

Project Description: Chemical Delivery

Project Start: 01/01/2021 Project End: 11/30/2025

Project Budget: $240,000.00

Authorized Official:

Signature: Thomas R Berrey

Date: 08/25/2025

Name: Thomas Berrey

Title: GM

Form **W-9**
(Rev. March 2024)
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.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

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. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number

☐☐ – ☐☐☐☐☐☐☐

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** **Date**

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*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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-NEC (nonemployee compensation).
- 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), and 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.

Caution: If you don't 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; and

4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and

5. 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).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded 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 grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

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 (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

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 their 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 their 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, but are not limited to, 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, as described in item 4 under "*By signing the filled-out form*" 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.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. 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 are no longer 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.

• **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 for 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 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** 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.

• **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. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner 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. 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, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	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 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

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 on 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 territory, 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 territory.

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 as defined under section 581.

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 Information, 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) entered 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 territory, 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, enter "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 ITIN. Enter it in the entry space for the Social security number. 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). 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 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/EIN*. 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 Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "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, you will generally 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. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

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 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
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 Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (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 on line 1, and enter your business or DBA name, if any, on line 2. 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.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

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 return 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 a questionable credit report, contact the IRS Identity Theft Hotline at 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 877-777-4778 or TTY/TDD 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 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.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Waterline Technologies Inc
08 5

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 territories for use in administering their laws. The information may also 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, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

EXHIBIT B

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

_____

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND

_____

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this ____ day of _____, 2017 by and between the CITY OF CARSON, a California municipal corporation ("City") and _____, _____ ("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. 253.50

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.

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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.

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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 _____ Dollars ($_____) (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:

_____

(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 _____. 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.

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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.

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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.

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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.

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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.

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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

_____

, Mayor

ATTEST:

_____

, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____

Sunny K. Soltani, City Attorney

CONSULTANT:

_____

By:_____
Name:
Title:

By:_____
Name:
Title:
Address:_____
_____
_____

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2017 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 253.50

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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 _____, 2017 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: _____

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OPTIONAL

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Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services:

A.

B.

C.

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

A.

B.

C.

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

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A.

B.

C.

IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

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

A.

B.

C.

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

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EXHIBIT "C"
SCHEDULE OF COMPENSATION

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

	RATE	TIME	SUB-BUDGET
A.	_____	_____	_____
B.	_____	_____	_____
C.	_____	_____	_____
D.	_____	_____	_____

II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.

III. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

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B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for the Services shall not exceed $_____ as provided in Section 2.1 of this Agreement.

V. The Consultant's billing rates for all personnel are attached as Exhibit C-1.

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

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

		Days to Perform	Deadline Date
A.	**Task A**	_____	_____
B.	**Task B**	_____	_____
C.	**Task C**	_____	_____

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

A.

B.

C.

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

EXHIBIT C

Purchasing Division
701 E. Carson Street
Carson, CA 90745

COST FILE

IFB 25-12: AQUATIC POOL CHEMICAL SUPPLY AND DELIVERY

Important: This Pricing Sheet must be completed in full and submitted as a separate attachment through PlanetBids, in addition to entering all pricing line items directly into the PlanetBids system. Failure to submit this completed form as a separate file and to enter pricing in PlanetBids may result in disqualification.

- Bidders shall provide unit pricing for each listed item in the tables below.
- All prices must include applicable sales tax, delivery fees, and any other associated costs unless otherwise specified.
- Pricing must be submitted for all five (5) years of the contract term. If pricing is unchanged for any year, indicate "Same" or repeat the prior year's price.
- Estimated annual quantities are provided for bidding purposes only and do not represent a guaranteed purchase amount.
- Delivery charges must be quoted per delivery, per site.
- The City reserves the right to award based on the lowest responsive and responsible bid, as determined by total evaluated cost and compliance with all specifications.

Section 1: Liquid Chemicals (Price per Gallon)

Description	Unit Price (Per Gallon)	Delivery Charge (per delivery)	Estimated Annual Quantity	Year 1	Year 2	Year 3	Year 4	Year 5
UN 1791 – Sodium Hypochlorite	$ $2.82	$ 0.00	14,000 Gal	$ 2.82	$ 2.82	$ 3.05	$ 3.05	$ 3.15
UN 1789 – Hydrocloric Acid (Straight)	$ 3.35	$ 0.00	4,000 Gal	$ 3.35	$ 3.35	$ 3.55	$ 3.55	$ 3.85

Section 2: Dry Chemicals (Price per Unit)

2A. Sodium Bicarbonate – 50 lb Bags

Description	Unit Price (per 50 lb bag)	Delivery Charge (per delivery)	Estimated Quantity	Year 1	Year 2	Year 3	Year 4	Year 5
Pool Grade Sodium Bicarbonate	$ 24.57	$ 0.00	5 pallets (≈225 bags)	$ 24.57	$ 24.57	$ 25.50	$ 25.50	$ 25.75

Purchasing Division
701 E. Carson Street
Carson, CA 90745

2B. Chlorine Tablets – 50 lb Buckets

Description	Unit Price (per 50 lb bucket)	Delivery Charge (per delivery)	Estimated Quantity	Year 1	Year 2	Year 3	Year 4	Year 5
Chlorine Tablets	$ 253.50	$ 0.00	3 pallets (≈135 buckets)	$ 253.50	$ 253.50	$ 265.50	$ 265.50	$ 278.50

Section 3: Additional Fees

Description	Price	Frequency
CA Pesticide Assessment	$ No Charges	

By signing below, I certify that I am an authorized representative of the company listed below and that the prices provided herein are accurate and valid for a minimum of 90 days from the bid due date. I further acknowledge that all pricing submitted via this form and entered in the PlanetBids system is complete and binding, and that I have read and understood all requirements of this IFB.

Company Name: Waterline Technologies Inc

Authorized Representative (Print Name): Thomas Berrey

Title: GM

Signature: Thomas R Berrey

Date: 08/25/2025

Phone: 714-564-9100

Email: tberrey@waterlinetech.com

City Clerk's Office RECEIVED 9-4-25 Dn

CITY OF CARSON
BID REGISTER

NAME OF PROJECT: *INVITATION FOR BID (IFB) 25-12 – AQUATIC POOL CHEMICAL SUPPLY AND DELIVERY*

BID OPENING DATE: *09-04-25* **TIME:** ~~*10:00 A.M.*~~ 2:00 P.M. Jr

#	COMPANY	COMPANY CONTACT (If Applicable)	PLANET BID DATE/TIME RECEIVED	HARD COPY DATE/TIME RECEIVED	TOTAL	
1.	Northstar Chemical, Inc.	Julie Debellis	8/28/25 12:37 p.m.	—	$0	
2.	SCP Distributors, Inc.	Debbie Graham	9/4/25 1:21 p.m.	—	$232.36	
3.	Hasa	Phil Flores	9/4/25 1:53 p.m.	—	$243.99	
4.	Brenntag Pacific, Inc.	Laura Ina	9/4/25 1:57 p.m.	—	$259.797	
5.	Waterline Technologies, Inc.	Tom Berrey	9/3/25 9:43 a.m.	—	$284.24	
6.						
7.						
8.						
9.						
10.						
11.						

Opened By: N/A (Print Legibly) Jr (Initials) Staff Present: Modesto Bolanos (Print Legibly) MB (Initials)

City Clerk: [signature] (Signature)

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

Bid Results

Bidder Details

Vendor Name	Waterline Technologies Inc.
Address	620 Santaigo Street Santa Ana, California 92701 United States
Respondee	Tom Berrey
Respondee Title	GM
Phone	714-564-9100
Email	tberrey@waterlinetech.com
Vendor Type	CADIR, CAU
License #	263844

Bid Detail

Bid Format	Electronic
Submitted	09/03/2025 9:43 AM (PDT)
Delivery Method	Our truck / 4 days
Bid Responsive	
Bid Status	Submitted
Confirmation #	445837

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
IFB 25-12 - FINAL 081325.pdf	IFB 25-12 - FINAL 081325.pdf	Response File
IFB 25-12 - FINAL 081325.pdf	IFB 25-12 - FINAL 081325.pdf	Cost File - Exhibit C
Addendum Acknowledgment.pdf	Addendum Acknowledgment.pdf	Required General Attachments - Exhibit A

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Section 1: Liquid Chemicals							**$6.1700**		
1			**UN 1791 - Sodium Hypochlorite**	**Gallon**	**1**	**$2.8200**	**$2.8200**	**Yes**	
2			**Delivery Charge: UN 1791**	**Trip**	**1**	**$0.0000**	**$0.0000**	**Yes**	
3			**UN 1789 - Hydochloric Acid (Straight)**	**Gallon**	**1**	**$3.3500**	**$3.3500**	**Yes**	
4			**Delivery Charge: UN 1789**	**Trip**	**1**	**$0.0000**	**$0.0000**	**Yes**	
Section 2: Dry Chemicals							**$278.0700**		
5			**Pool Grade Sodium Bicarbonate**	**50 lb Bag**	**1**	**$24.5700**	**$24.5700**	**Yes**	
6			**Delivery Charge: Pool Grade Sodium Bicarbonate**	**Trip**	**1**	**$0.0000**	**$0.0000**	**Yes**	
7			**Chlorine Tablets**	**50lb Bucke**	**1**	**$253.5000**	**$253.5000**	**Yes**	
8			**Delivery: Chlorine Tablets**	**Trip**	**1**	**$0.0000**	**$0.0000**	**Yes**	
Section 3: Additional Fees (if applicable)							**$0.0000**		
9			**CA Pesticide Assessment**	**Ea**	**1**	**$0.0000**	**$0.0000**	**Yes**	

Line Item Subtotals

Section Title	Line Total
Section 1: Liquid Chemicals	**$6.1700**
Section 2: Dry Chemicals	**$278.0700**
Section 3: Additional Fees (if applicable)	**$0.0000**
Grand Total	**$284.2400**

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

WATERLINE TECHNOLOGIES, INC.

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
WATERLINE TECHNOLOGIES, INC.

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this ____ day of _____, 2025 by and between the CITY OF CARSON, a California municipal corporation ("City") and WATERLINE TECHNOLOGIES, INC., a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

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

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest

professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant's Proposal.

The Scope of Service shall include the Consultant's scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or $25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **Three Hundred Thousand Dollars ($300,000)** (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; (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 five (5) 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:

Tom Berry	Manager
(Name)	(Title)

(Name)	(Title)
(Name)	(Title)

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

4.2 Status of Consultant.

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

4.3 Contract Officer.

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

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number,

compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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

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

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

(c) Automotive Insurance (Coverage Form ISO CA 00 01 including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability

insurance written on a per occurrence for bodily injury and property damage in an amount not less than $1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

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

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

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

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

5.2 General Insurance Requirements.

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

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

No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply

with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

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

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

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

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

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

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative,

arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

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

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

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

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

5.4 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A-" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk

Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

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

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of

ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions

concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

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

7.3 Retention of Funds.

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, Consultant may terminate this Agreement if and only if all of the following criteria are met: (i) City is in default under the terms of this Agreement; (ii) Consultant has given City thirty (30) days' written notice (or longer, if circumstances warrant) of the default and the reasons for the default; and (iii) City has failed to cure the default within said cure period. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of City's termination without cause pursuant to this Section, the City need not provide the Consultant 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 by the City therefor.

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
[pks]

CONSULTANT:

WATERLINE TECHNOLOGIES, INC., a California corporation

By:_____
Name:
Title:

By:_____
Name:
Title:
Address:620 N. Santiago St.
Santa Ana, CA 92701

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.

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services on an on-call basis:

A. Supply and deliver bulk pool chemicals, including transfer of liquid chemicals directly into designated on-site tanks using 1-inch male Camlock hose fittings provided at each facility listed in Section III below. Dry chemicals and liquid chemicals are as detailed in Exhibit "C."

B. Furnish all materials, labor, equipment, transportation, and supervision necessary to supply and deliver the following chemicals to the four (4) City-operated aquatic facilities specified in Section III below during regular delivery hours (Monday through Thursday, 7AM to 3:30PM) with properly labeled, sealed, and tamper-proof containers:

1. UN 1791, Hypochlorite Solution, 8, PG III (Sodium Hypochlorite)

2. UN 1789, Hydrochloric Acid, 8, PG II, RQ – Straight (Muriatic Acid)

3. Pool-grade Sodium Bicarbonate (50 pound bags)

4. Chlorine Tablets (50 pound buckets).

C. Provide and operate chemical transfer equipment and clean any spills or drips resulting from transfer operations. Consultant shall notify the Contract Officer, contain and clean up the spilled material using appropriate PPE and methods, dispose contaminated materials, and submit an incident report to the City within 24 hours of the occurrence.

D. Provide Material Safety Data Sheets (MSDS/SDS) with each delivery.

E. Deliveries will be made on an as-needed basis in accordance with Section II below.

II. Consultant must perform all on-call Services in compliance with the following requirements:

A. Each task shall be indicated by a written request ("Task Order") produced by the Contract Officer with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.

B. Consultant must promptly prepare a written description of the requested tasks including all components and subtasks; the compensation to perform the task, using the itemized fees/rates in Section III of Exhibit "C" ("Task Budget"); an explanation of how the compensation was determined; and, a schedule for completion of the task ("Task Completion Date"); which shall all collectively be referred to as the "Task Proposal."

C. Contract Officer shall in writing approve, modify, or reject the Task Proposal, and may issue a Notice to Proceed.

D. The task shall be performed at a cost not to exceed the Task Budget.

E. Consultant shall complete the task and deliver all deliverables to Contract Officer by the Task Completion Date.

III. As part of the Services, and as may be authorized pursuant to Section II above, Consultant will supply and deliver the above products to the City at the following facilities:

Facility	**Address**	**Tank Configuration**
Foisia Pool	23410 Catskill Ave, Carson, CA	- One (1) 500-gallon tank for liquid chlorine (sodium hypochlorite) – 1-inch male camlock hose fitting - One (1) 350-gallon tank for muriatic acid (hydrochloric acid – straight) – 1-inch male camlock hose fitting
Carson Pool	21436 Main Street, Carson, CA	- One (1) 500-gallon tank for liquid chlorine (sodium hypochlorite) – 1-inch male camlock hose fitting - One (1) 350-gallon tank for muriatic acid (hydrochloric acid – straight) – 1-inch male camlock hose fitting
Dominguez Aquatic Center	21330 Santa Fe Ave, Carson, CA	- One (1) 500-gallon tank for liquid chlorine (sodium hypochlorite) – 1-inch male camlock hose fitting - One (1) 350-gallon tank for muriatic acid (hydrochloric acid – straight) – 1-inch male camlock hose fitting

Hemingway Aquatic Center	1665 S. San Pedro St, Carson, CA	- One (1) 500-gallon tank for liquid chlorine (sodium hypochlorite) – 1-inch male camlock hose fitting - One (1) 350-gallon tank for muriatic acid (hydrochloric acid – straight) – 1-inch male camlock hose fitting

*Please note the City anticipates adding two (2) future splash pad locations. These locations may need chemical delivery services as detailed in this scope of services, and such services shall be deemed within the scope of this Agreement and may be authorized pursuant to Section II above as the facilities become available.

IV. 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 reports:

A. Current Safety Data Sheet (SDS) or technical specification sheet for each chemical product delivered.

B. Each delivery shall include a packing slip or delivery ticket itemizing the chemicals delivered, quantities, and corresponding SDS documentation.

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 shall utilize the following personnel to accomplish the Services:

A. Tom Berry, Manager

B. Asghar Pour, Bulk Driver

C. Nathan Ortega, Flatbed Driver

D. Juan Sosa, Flatbed Driver

E. Victor Casillas, Flatbed Driver

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

I. Subsection (h) (Pollution Liability Insurance) is hereby added to Section 5.1 (Insurance Coverages) of the Agreement, to read as follows:

"(h) Pollution Liability Insurance.

Consultant shall maintain Environmental Impairment Liability insurance, written on a Consultant'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."

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. This Schedule of Compensation governs Consultant's compensation in the event the Consultant performs services pursuant to a Notice to Proceed on a Task Order.

II. Consultant, in responding to a Task Order pursuant to Section II of Exhibit "A," shall establish a Task Budget as part of the Task Proposal, as provided in Section II of Exhibit "A." Consultant's Task Budgets shall utilize the rates in Section III below. No other fees or charges shall apply for performance of the services.

III. Consultant shall provide and deliver the following items at the following rates:

Section 1: Liquid Chemicals (Price per gallon)

Description	Unit Price (per gallon)	Delivery Charge (per delivery)	Estimated Annual Quantity	Year 1	Year 2	Year 3	Year 4	Year 5
UN 1791 – Sodium Hypochlorite	$2.82	$0	14,000 gal	$2.82	$2.82	$3.05	$3.05	$3.15
UN 1789 – Hydrochloric Acid (straight)	$3.35	$0	4,000 gal	$3.35	$3.35	$3.55	$3.55	$3.85

Section 2: Dry Chemicals (Price per unit)

A. Sodium Bicarbonate – 50 pound bags

Description	Unit Price (per gallon)	Delivery Charge (per delivery)	Estimated Annual Quantity	Year 1	Year 2	Year 3	Year 4	Year 5
Pool grade sodium bicarbonate	**$24.57**	**$0**	**5 pallets (~225 bags)**	**$24.57**	**$24.57**	**$25.50**	**$25.50**	**$25.75**

B. Chlorine Tablets – 50 pound buckets

Description	Unit Price (per gallon)	Delivery Charge (per delivery)	Estimated Annual Quantity	Year 1	Year 2	Year 3	Year 4	Year 5
Chlorine tablets	$253.50	$0	3 pallets (~135 buckets)	$253.50	$253.50	$265.50	$265.50	$278.50

Section 3: CA Pesticide Assessment - no additional fee

IV. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.

V. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

A. Line items for all personnel describing the work performed, the number of hours worked, and the applicable rate of compensation pursuant to Section III above.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

VI. The total compensation for the Services shall not exceed $300,000.00 as provided in Section 2.1 of this Agreement.

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. Consultant shall perform all services timely in accordance with the applicable approved Task Proposal pursuant to Section II of Exhibit "A."

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

Report to Honorable Mayor and City Council

Tuesday, December 2, 2025, 5:00 PM

CONSENT 28.

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 CONTRACT SERVICES AGREEMENT WITH CS & ASSOCIATES, INC TO PROVIDE ON-CALL PROFESSIONAL LABOR COMPLIANCE SERVICES FOR VARIOUS NEEDS TO THE PUBLIC WORKS DEPARTMENT (CITY COUNCIL)

I. SUMMARY

The Engineering Division of the Public Works Department is responsible for designing and constructing many of the City's infrastructure projects, including several that are funded through state and federal grants. Because the City currently has a large number of active capital projects and limited in-house staffing, it is essential to secure on-call labor compliance services. Labor compliance refers to monitoring construction contractors to ensure they follow labor laws, including requirements under the City's Project Labor Agreement (PLA) and regulations enforced by the California Department of Industrial Relations (DIR). These rules include verifying proper wage rates, certified payrolls, apprentice requirements, worker classifications, and other labor standards. Ensuring compliance is especially important for grant-funded projects, because failure to meet these requirements can jeopardize funding.

In September 2022, the City Council approved a three-year contract with CS & Associates, Inc. (CS & Associates) for a not-to-exceed amount of $300,000 to provide on-call professional labor compliance services (Exhibit No. 1). The contract included one optional one-year extension for an additional $100,000, at the City's discretion. In June 2025, the City Council exercised this option and approved Amendment No. 1, extending the agreement by one year and increasing the total not-to-exceed amount to $400,000 (Exhibit No. 2). The original contract amount was based on estimated needs at the time; however, the number of ongoing capital improvement projects has continued to grow, increasing the demand for labor compliance oversight. As a result, additional contract capacity is now required to continue supporting these efforts.

Consequently, staff requests that the City Council approve the proposed Amendment No. 2 to the Contract Services Agreement with CS & Associates, adding $100,000 for continued on-call professional labor compliance services. This amendment would bring the revised not-to-exceed total to $500,000 and extend services through December 2026 (Exhibit No. 3).

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE the proposed Amendment No. 2 to the Contract Services Agreement CS & Associates, Inc for on-call professional labor compliance services by increasing the contract sum by $100,000 for a total contract sum of $500,000; and,

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

III. ALTERNATIVES

1. DO NOT APPROVE Amendment No. 2 to the Contract Services Agreement with CS & Associates, Inc.
2. TAKE another action the City Council deems appropriate consistent with the requirements of the Law.

IV. BACKGROUND

The City retains CS & Associates to provide professional labor compliance services that ensure City construction projects follow the requirements of the City's Project Labor Agreement (PLA). A PLA is a pre-hire agreement that sets standards for wages, apprenticeship requirements, work rules, and dispute-resolution procedures for contractors and subcontractors working on certain City projects. These standards help ensure City projects are completed with a skilled and professional workforce, at the highest quality, and without labor disruptions such as strikes, lockouts, or slowdowns.

CS & Associates administers and oversees PLA compliance on the City's Capital Improvement Program (CIP) projects. Their responsibilities include monitoring contractors and subcontractors, reviewing certified payrolls, verifying proper worker classifications and wage rates, and ensuring compliance with requirements from other regulatory agencies, such as the California Department of Industrial Relations (DIR). Proper administration of the PLA is critical to maintaining funding eligibility and preventing construction delays or legal issues.

At the September 2022 City Council meeting, the Council approved a three-year contract with CS & Associates for a not-to-exceed amount of $300,000 to provide on-call labor compliance services. The contract included one optional one-year extension for an additional $100,000, at the City's discretion. On June 17, 2025, the City Council exercised this option and approved Amendment No. 1, extending the term by one year and increasing the total not-to-exceed amount to $400,000. The City is now preparing to implement an increased number of CIP projects this fiscal year, resulting in a greater need for labor compliance oversight. The ongoing and expanded support from CS & Associates is essential to ensure that the City continues to meet all PLA and regulatory compliance requirements as project volume grows.

Consequently, staff recommends that the City Council approve the proposed Amendment No. 2 to the Contract Services Agreement with CS & Associates, increasing the contract amount by $100,000 for a new total not-to-exceed amount of $500,000.

V. FISCAL IMPACT

If the proposed amendment is approved, the contract with CS & Associates, Inc. will be increased by $100,000, for a new not-to-exceed total of $500,000. Of the requested amendment amount, $70,000 will be funded from the adopted FY 2025-26 Operating Budget, allocated as follows:

- $7,500: Account 101-55-593-138-6004
- $62,500: Account 101-80-820-100-6004

The remaining $30,000 will be programmed in the future FY 2026-27 Operating Budget within the Engineering Professional Services account (101-80-820-100-6004).

VI. EXHIBITS

1. CS & Associates, INC Original Contract
2. CS & Associates, INC Contract Amendment No. 1
3. CS & Associates, INC Proposed Contract Amendment No. 2

Attachments

Exhibit No. 1 - CS & Associates, INC Original Contract

Exhibit No. 2 - CS & Associates, INC Contract Amendment No. 1

Exhibit No. 3 - CS & Associates, INC Contract Amendment No. 2

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

CS & ASSOCIATES, INC.

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
CS & ASSOCIATES, INC.

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 1st day of January, 2023 by and between the CITY OF CARSON, a California municipal corporation ("City") and CS & ASSOCIATES, INC, a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

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

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest

professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant's Proposal.

The Scope of Service shall include the Consultant's scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or $25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Three Hundred Thousand Dollars ($300,000.00) for the Term (the "Contract Sum"), and One Hundred Thousand Dollars ($100,000.00) for the Extension Term if City's option is exercised pursuant to Section 3.4, unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) 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:

Charla Curtis	President
(Name)	(Title)

NA

(Name) (Title)

N/A

(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 Eliza Jane Whitman, Public Works Director. 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] *ctc*
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 ctc

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
[ndp]

CONSULTANT:

CS & ASSOCIATES, INC., a California corporation

By: _____
Name: Charla Curtis
Title: President

By: _____
Name:
Title:

Address: 27911 Smyth Drive
Santa Clarita, CA 91355

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 Los Angeles)

On August 9, 2022 before me, Sarah ELizabeth Kendig, Notary Public
(insert name and title of the officer)

personally appeared Charla Curtis,
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.

SARAH ELIZABETH KENDIG
Notary Public - California
Los Angeles County
Commission # 2345075
My Comm. Expires Feb 3, 2025

Signature _____ **(Seal)**

EXHIBIT "A"
SCOPE OF SERVICES

I. **Consultant will perform the following Services on an on-call basis to ensure compliance on projects subject to the City's Project Labor Agreement (PLA), including, but not limited to:**

A. Ensure standard application and enforcement of the PLA is continuing on various capital improvement projects and promote the exchange of information between the union and contractor, facilitate pre-construction meetings, support the dispute resolution, and otherwise maximize labor harmony and stability throughout the duration of the project. Consultant shall advise both the union representative and the contractor representative as to the appropriate manner for each party's implementation of the PLA.

B. Labor Relations

1. Interpret, execute, manage, and enforce the terms and conditions of the PLA, including all amendments.

2. Schedule and conduct all pre-job meetings with contractors and subcontractors, at all tier levels.

3. Develop and utilize all pre-job work assignment documents to enhance communications and adherence to established job rules and jurisdiction, and reduce on-site disruptions and issues.

4. Manage all PLA grievance and jurisdictional procedures, and document and mediate conflicts between union representatives and contractor representatives.

5. Visit the project site to monitor PLA compliance by contractor representatives and union representatives, including adherence with the local worker hiring goals.

6. Report any problems or issues immediately to the City's Project Manager, with recommendations for resolutions.

C. Labor Compliance

1. Perform Labor Standards Compliance Monitoring duties to monitor for compliance with State of California prevailing wage requirements as required.

2. Visit the project site and interview craft workers to monitor and verify proper job classifications and wages.

3. Collect, maintain, and review weekly Certified Payroll Reports (CPR) and supporting payroll records (statements of compliance, fringe benefit statements, payroll deductions, apprentice registration, etc.) submitted by the prime contractor and all subcontractors, and meet with contractor representatives and union representatives on a regular basis to verify that these payments are made on time, thus eliminating late fees.

4. Collect Non-Performance Certified Payroll reports through substantial completion for every week in which a contractor has demobilized for a period of time resulting in no work hours.

5. Respond to prevailing wage questions, concerns or matters that may arise from union representatives, contractor representatives and construction workers, with regards to compliance and offer instruction where inadequate/incorrect documentation associated with the Project.

6. Conduct investigations on alleged contractor violations uncovered from CPR.

7. Reviews, site visits, and worker complaints.

8. Collect, review, and disperse any and all prevailing wage forms as required by the City including, but not necessarily limited to, the following:

   (a) Certificate of Understanding and Authorization

   (b) Fringe Benefit Statement of Employer Payments

   (c) Checklist of Labor Law Requirements

   (d) DAS140, Public Works Contract Award Information

   (e) DAS142, Request for Dispatch of an Apprentice

   (f) CAC-2, Training Fund Contributions

   (g) Authorization for Payroll Deductions

   (h) DIR PW Registration and DIR Upload Monitoring

D. Local Hire

1. Collaborate with the contractor and actively work to attract, recruit, and retain committed local workers on the project, and report to the City on a regular basis the results of those efforts.

2. Partner with the City of Carson Job Clearinghouse, Workforce Investment Network, local technical and vocational schools, union apprentice programs within public and private institutions, community-based organizations, and

local agencies; to secure additional support services to ensure local and disadvantaged resident participation in the project.

3. Monitor and track the contractor's use of the Craft Employee Request form, and union dispatching activities.

II. Consultant must perform all on-call Services in compliance with the following requirements:

A. Each task shall be indicated by a written request produced by the Contract Officer with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.

B. Consultant must prepare a written description of the requested tasks including all components and subtasks; the costs to perform the task ("Task Budget"), using the itemized fees in Exhibit C, Schedule of Compensation, whenever a requested task is provided for in Exhibit C; explain how the cost was determined; and, a schedule for completion of the task with a task completion date ("Task Completion Date"); which shall all collectively be referred to as the "Task Proposal".

C. Contract Officer shall in writing approve, modify or reject the Task Proposal, and may issue a Notice to Proceed.

D. The task shall be performed at a cost not to exceed the Task Budget.

E. Consultant shall complete the task and deliver all deliverables to Contract Officer by the Task Completion Date.

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

A. Periodic progress reports and other reports as specified in each Task Proposal or otherwise as requested by the Contract Officer on a task-by-task basis.

IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

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

A. Charla Curtis, President/PLA and Labor Compliance Director

B. Patricia Chavez, PLA and Labor Compliance Officer

C. Shani Perryman, PLA and Labor Compliance Analyst

D. Harvey Kuch, PLA and Labor Compliance Site Monitor

E. Chari Curtis, PLA and Labor Compliance Technician II

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

(new text is identified in ***bold italics***, deleted text in ~~strike through~~)

I. Section 3.4, Term, shall be amended to read in its entirety as follows:

"Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding ***three (3)*** ~~one (1)~~ years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D") ***(the "Term"). The City may, at its sole discretion, elect to extend the Term by one additional year (the "Extension Term"), for an amount not exceeding One Hundred Thousand Dollars ($100,000) for the Extension Term***."

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. **Consultant shall establish a Task Budget for each Task identifying the subtasks, based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal.**

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

III. **The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:**

A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. **The total compensation for the Services shall not exceed $300,000.00 for the initial three-year Term of this Agreement, and $100,000.00 for the Extension Term, as provided in Section 2.1 of this Agreement, and as amended in Exhibit "B."**

V. **The Consultant's billing rates for all personnel are attached as Exhibit C-1.**

EXHIBIT "C-1"
CONSULTANT'S BILLING RATES

PERSONNEL	HOURLY RATE*
PLA/Labor Compliance Coordinator/Manager	$170.00
PLA/Labor Compliance Officer	$90.00
PLA/Labor Compliance Analyst	$85.00
Field Investigator/Site Monitor	$80.00
PLA/Labor Compliance Technician	$75.00
Administrative Support/Data Entry	$55.00
*Hourly rate billed in increments of 0.1 hours.	

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. **Consultant shall perform Services on an on-call basis as set forth in Exhibit A.**

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

A. Per Task Proposal

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/14/2022

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
StateFarm
Charles Do Agency
18 Technology, Suite 136
Irvine CA 92618

CONTACT NAME: Charles Do
PHONE (A/C, No, Ext): 949-727-8283 FAX (A/C, No):
E-MAIL ADDRESS: charles@charlesdoinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm General Insurance Company	25151
INSURER B : State Farm Fire and Casualty Company	25143
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
CS & ASSOCIATES INC
27911 SMYTH DR
SANTA CLARITA CA 91355

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	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y	Y	92-GA-R868-8	06/01/2022	06/01/2023	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
							Hired/Non-owned auto	$ 2,000,000
	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	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [Y] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	92-J8-V271-6	06/01/2022	06/01/2023	[ ] PER STATUTE [ ] OTH-ER	$
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Insurance Approved
DJ
11/15/22

CITY OF CARSON
GILBERT MARQUEZ PE PRINCIPAL CIVIL ENGINEER
701 E CARSON ST
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
Charles Do

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/24/2022

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	CONTACT NAME: Customer Service Team	
Preferred American Insurance P.O. Box 79498 Corona CA 92877	PHONE (A/C, No, Ext): (888) 745-0002	FAX (A/C, No): (888) 834-0006
	E-MAIL ADDRESS: customerservice@preferredamerican.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Hiscox Insurance Company	10200
INSURED CS & Associates, Inc. 27911 Smyth Drive Santa Clarita CA 91355	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 22-23 E&O Certs **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 $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability E&O			MPL1587023.22	06/01/2022	06/01/2023	Aggregate Limit	4,000,000
							Per Claim	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Carson Mr. Gilbert Marquez, P.E. Principal Civil Engineer
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

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The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CMP-4786.1 ADDITIONAL INSURED — OWNERS, LESSEES, OR CONTRACTORS (Scheduled)

This endorsement modifies insurance provided under the following:
BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Policy Number: 92GAR8688

Named Insured:
CS & ASSOCIATES INC
27911 SMYTH DR
SANTA CLARITA, CA 91355-4034

Name And Address Of Additional Insured Person Or Organization:
CITY OF CARSON
MR GILBERT MARQUEZ
PE PRINCIPAL CIVIL ENGINEER
701 E CARSON ST
CARSON, CA 90745-2257

1. **SECTION II — WHO IS AN INSURED** of **SECTION II — LIABILITY** is amended to include, as an additional insured, any person or organization 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:
   a. **Ongoing Operations**
      (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 that additional insured; or
   b. **Products – Completed Operations**

      "Your work" performed for that additional insured and included in the "products-completed operations hazard".

   However, Paragraph **1.** above is subject to the following:
   a. The insurance afforded to the additional insured only applies to the extent permitted by law;
   b. If coverage provided to the additional insured is required by a contract or agreement, the insurance provided to the additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured; and
   c. If the contract or agreement between you and the additional insured is governed by California Civil Code Section 2782 or 2782.05, the insurance provided to the additional insured is the lesser of that which:
      (1) Is allowed for the satisfaction of a defense or indemnity obligation by California Civil Code Section 2782 or 2782.05 for your sole liability; or
      (2) You are required by contract or agreement to provide for such additional insured.

   We have no duty to defend or indemnify the additional insured under this endorsement until a claim or "suit" is tendered to us.

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CONTINUED

2. Any insurance provided to the additional insured shall only apply with respect to a claim made or a "suit" brought for damages for which you are provided coverage.
3. With respect to the insurance afforded to the additional insured, the following is added to **SECTION II — LIMITS OF INSURANCE**:

   If coverage provided to the additional insured is required by contract or agreement, the most we will pay on behalf of the additional insured will be the lesser of the amount of insurance:

   a. Required by the contract or agreement; or

   b. Available under the applicable Limits Of Insurance shown in the Declarations.

   This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.
4. With respect to the insurance afforded to the additional insured, the following is added to Paragraph **3. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of **SECTION II — GENERAL CONDITIONS**:

   The additional insured must:

   a. See to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

      (1) How, when and where the "occurrence" or offense took place;

      (2) The names and addresses of any injured persons and witnesses; and

      (3) The nature and location of any injury or damage arising out of the "occurrence" or offense;

   b. Tender the defense and indemnity of any claim or "suit" to us and to all other insurers who may have insurance potentially available to the additional insured; and

   c. Agree to make available any other insurance the additional insured has for defense or damages for which we would provide coverage under **SECTION II — LIABILITY**.
5. With respect to the insurance afforded the additional insured, the following replaces **SECTION II —LIABILITY** of Paragraph **7. Other Insurance** of **SECTION I AND SECTION II — COMMON POLICY CONDITIONS**:

   a. This insurance is primary to and will not seek contribution from any other insurance available to the additional insured, provided that the additional insured is a named insured under such other insurance.

   b. Regardless of any agreement between you and the additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

There will be no refund of premium in the event this endorsement is cancelled.

All other policy provisions apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

CMP-4787 WAIVER OF TRANSFER OF RIGHTS OR RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Policy Number: 92-GA-R868-8

Named Insured:

CS & ASSOCIATES INC
27911 SMYTH DR
SANTA CLARITA CA 91355-4034

Name And Address Of Person Or Organization:

CITY OF CARSON
MR GILBERT MARQUEZ
PE PRINCIPAL CIVIL ENGINEER
701 E CARSON ST
CARSON CA 90745-2257

The following is added to Paragraph **10.b.** of **SECTION I AND SECTION II — COMMON POLICY CONDITIONS**:

We waive any right of recovery we may have against the person or organization shown in the Schedule because of payments we make for injury or damage arising out of:

a. Your ongoing operations; or

b. "Your work" done under contract with that person or organization and included in the "products-completed operations hazard".

This waiver applies only to the person or organization shown in the Schedule.

All other policy provisions apply.

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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 5 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	Job Description
CITY OF CARSON, MR GILBERT MARQUEZ, PE PRINCIPCAL CIVIL ENGINEER 701 E CARSON ST CARSON CA 90745-2224	$5,000 x 8810

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 06/01/22
Insured CS & ASSOCIATES INC

Policy No. 92 J8V271 6 Endorsement No.
Insurance Company State Farm Fire and Casualty Company

Countersigned By _____

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 CS & ASSOCIATES, INC., a California corporation ("Consultant"), is effective as of the 17 day of June, 2025. City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City and Consultant entered into that certain Agreement for Contract Services dated January 1, 2023 ("Agreement"), whereby Consultant agreed to perform on-call services to ensure City's compliance with its Project Labor Agreement for a not-to-exceed Contract Sum of $300,000 over a term of three (3) years. The Agreement provides for one optional one (1) year extension period for an additional $100,000 at City's election.

B. City and Consultant now desire to amend the Agreement to extend the Term by one year, from December 31, 2025 to December 31, 2026, for an additional amount of $100,000, thereby increasing the Contract Sum from $300,000 to $400,000.

TERMS

1. **Contract Changes**. The Agreement is amended as provided herein (new text is indicated in ***bold italics*** and deleted text in ~~strikethrough~~).

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

"2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ***Four*** ~~Three~~ Hundred Thousand Dollars (***$400,000.00***~~$300,000.00~~) for the Term (the "Contract Sum")~~, and One Hundred Thousand Dollars ($100,000.00) for the Extension Term if City's option is exercised pursuant to Section 3.4~~, unless additional compensation is approved pursuant to Section 1.8."

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

"3.4 Term.

"Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not

exceeding ***four*~~three~~ (*4*~~3~~) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D") (the "Term"). ~~The City may, at its sole discretion, elect to extend the Term by one additional year (the "Extension Term"), for an amount not exceeding One Hundred Thousand Dollars ($100,000) for the Extension Term.~~"

C. Section IV. of Exhibit "C" (Schedule of Compensation) of the Agreement is hereby amended to read in its entirety as follows:

"IV. The total compensation for the Services shall not exceed ***$400,000.00***~~$300,000.00~~ for the ***four*** ~~initial three~~-year Term of this Agreement~~, and $100,000.00 for the Extension Term~~, as provided in Section 2.1 of this Agreement~~, and as amended in Exhibit "B."~~"

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by the Amendment to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. **Authority.** The persons executing this Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

6. Counterparts. This Amendment may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the

signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Amendment.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[rjl]

CONTRACTOR:

CS & ASSOCIATES, INC., a California corporation

By: Charla Curtis
Name:
Title:

By: Charla Curtis, President
Name:
Title:

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

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

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[rjl]

CONTRACTOR:

CS & ASSOCIATES, INC., a California corporation

By:_____
Name:
Title:

By:_____
Name:
Title:

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2025 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

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

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2025 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

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 CS & Associates, Inc., a California corporation ("Consultant") is effective as of the ____ day of _____, 2025. City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City and Consultant entered into that certain Agreement for Contract Services dated January 1, 2023 ("Agreement"), whereby Consultant agreed to perform on-call services to ensure City's compliance with its Project Labor Agreement for a not-to-exceed Contract Sum of $300,000 over a term of three (3) years. The Agreement provides for one optional one (1) year extension period for an additional $100,000 at City's election.

B. City and Consultant entered into an amendment to the Agreement dated June 17, 2025 ("Amendment No. 1") to extend the term from December 31, 2025 to December 31, 2026, and to increase the Contract Sum by $100,000 thereby bringing the Contract Sum from $300,000 to $400,000.

C. City and Consultant now desire to amend the Agreement to increase the Contract Sum by another $100,000 thereby bringing the Contract Sum from $400,000 to $500,000 to cover the cost of continued services for ensuring City's compliance with its Project Labor Agreement on ongoing City projects.

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 ***Five*** ~~Four~~ Hundred Thousand Dollars (***$500,000.00*** ~~$400,000.00~~) for the Term (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8."

B. 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 ***$500,000.00*** $~~400,000.00~~ for the four year Term of this Agreement as provided in Section 2.1 of this Agreement."

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 and year written above.

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:

CS & ASSOCIATES, INC., a California corporation

By:_____
Name: Charla Curtis
Title: President

By:_____
Name:
Title:

Address: 27911 Smyth Drive
Santa Clarita, CA 91355

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.

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, December 2, 2025, 5:00 PM

CONSENT 29.

To: Honorable Mayor and City Council

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

Subject: CONSIDER APPROVAL OF AMENDMENT NO. 1 TO THE CONTRACT SERVICES AGREEMENT WITH CJ CONCRETE CONSTRUCTION, INC. FOR ANNUAL SIDEWALK AND CONCRETE MAINTENANCE SERVICES IN DISTRICTS 1 AND 2, AND CONSIDER APPROVAL OF AMENDMENT NO. 1 TO THE CONTRACT SERVICES AGREEMENT WITH CJ CONCRETE CONSTRUCTION, INC. FOR ANNUAL SIDEWALK AND CONCRETE MAINTENANCE SERVICES IN DISTRICTS 3 AND 4 (CITY COUNCIL)

I. SUMMARY

The Public Works Department administers the City's concrete sidewalk and curb/gutter repair program, which is designed to ensure safe travel for pedestrians and motorists throughout Carson. This program includes the inspection, maintenance, and repair of public sidewalks, ADA curb ramps (sloped transitions that allow wheelchair access), driveway aprons, and curb and gutter areas that form part of the City's ADA-accessible routes. These routes are required under the Americans with Disabilities Act (ADA) to provide safe and accessible paths of travel for individuals with disabilities.

To meet the City's safety and maintenance goals, staff determined that additional contractor support was needed to carry out this sidewalk and curb/gutter program efficiently. On January 23, 2024, the City Council awarded two contracts to CJ Concrete Construction, Inc. for annual sidewalk and concrete maintenance services; one contract serving Districts 1 and 2, and the second contract serving Districts 3 and 4. Each contract included a not-to-exceed amount of $606,100, with an initial two-year term and the option to extend for up to two additional one-year periods.

Staff is now recommending the use of these extension options. Consequently, staff requests that the City Council approve the proposed Amendment No. 1 to the agreements with CJ Concrete Construction, Inc. for both contract areas i.e., Districts 1 and 2, and Districts 3 and 4. Each contract is proposed to be extended by one year, and the contract amounts are proposed to be increased by $200,000, resulting in a new not-to-exceed total of $806,100 per contract.

These contract amendments will allow the City to continue addressing sidewalk and curb/gutter hazards more proactively, reducing tripping hazards and improving conditions in the public right-of-way (ROW), which is that the portion of land reserved for public travel, such as streets and sidewalks. In addition to improving safety, this work will support the City's ongoing neighborhood beautification efforts.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE the proposed Amendment No. 1 to the Maintenance Contract Services Agreement with CJ Concrete Construction, Inc. to provide annual sidewalk/concrete maintenance services at Districts 1 and 2, increasing the contract sum by $200,000 for a new total contract sum of $806,100 and extending the term by one year;
2. APPROVE the proposed Amendment No. 1 to the Maintenance Contract Services Agreement with CJ Concrete Construction, Inc. to provide annual sidewalk/concrete maintenance services at Districts 3 and 4, increasing the contract sum by $200,000 for a new total contract sum of $806,100 and extending the term by one year;
3. AUTHORIZE the Mayor to execute the proposed Amendment No. 1 to the agreement with CJ Concrete Construction, Inc. for Districts 1 and 2., following approval as to form by the City Attorney; and,
4. AUTHORIZE the Mayor to execute the proposed Amendment No. 1 to the agreement with CJ Concrete Construction, Inc. for Districts 3 and 4., following approval as to form by the City Attorney.

III. ALTERNATIVES

1. DO NOT APPROVE the proposed Amendment No. 1 to the Maintenance Contract Services Agreement with CJ Concrete Construction, Inc to provide sidewalk/concrete maintenance services at Districts 1 and 2.
2. DO NOT APPROVE the proposed Amendment No. 1 to the Maintenance Contract Services Agreement with CJ Concrete Construction, Inc to provide sidewalk/concrete maintenance services at Districts 3 and 4.
3. TAKE another action the City Council deems appropriate consistent with the requirements of the Law.

IV. BACKGROUND

Public Works is responsible for maintaining more than 200 centerline miles of streets, as well as the parkways and concrete sidewalks located alongside those roadways. Over time, the City's sidewalk system has aged and developed areas that require repair or replacement. The number of necessary repairs has grown to a level that exceeds the capacity of the City's in-house maintenance crews. To ensure that sidewalks remain safe and meet ADA accessibility standards, which require cities to maintain accessible paths of travel for individuals with disabilities, staff determined that additional support from a licensed concrete contractor was necessary.

To secure this support, the City issued two public bid solicitations: IFB No. 23-24 for Districts 1 and 2, and IFB No. 23-24B for Districts 3 and 4. Both Invitations for Bids were posted on PlanetBids from November 10, 2023, through December 7, 2023. Following the competitive bidding process, the City Council awarded two contracts to CJ Concrete Construction, Inc. at the January 23, 2024, City Council meeting. Each contract included a not-to-exceed amount of $606,100, a two-year initial term, and two optional one-year extensions.

To ensure sidewalk repairs continue efficiently and without interruption, staff recommends that the City Council approve the proposed Amendment No. 1 to both CJ Concrete agreements. For Districts 1 and 2, staff requests an increase of $200,000, resulting in a new not-to-exceed contract total of $806,100, along with a one-year extension of the contract term. Staff requests the same amendment for Districts 3 and 4, increasing that contract by $200,000 for a new total of $806,100, and extending the term by one year. These amendments will ensure that the City can continue addressing sidewalk hazards, improving ADA compliance, and maintaining safe walking conditions throughout all four Council districts.

V. FISCAL IMPACT

There is no additional impact to the General Fund beyond what has already been budgeted. The total amount requested for the proposed Amendment No. 1 to the CJ Concrete contracts i.e., $200,000 for Districts 1 and 2 and $200,000 for Districts 3 and 4, is $400,000 in combined funding. These funds are already included in the adopted FY 2025-26 Public Works Operating Budget under the Public Works Sidewalk Maintenance – Professional Services account (101-80-840-294-6004).

VI. EXHIBITS

1. CJ Concrete Districts 1 & 2 Original Agreement

2. CJ Concrete Districts 3 & 4 Original Agreement
3. CJ Concrete Districts 1 & 2 Proposed Amendment 1
4. CJ Concrete Districts 3 & 4 Proposed Amendment 1

Attachments

CJ Concrete Districts 1 & 2 Original Agreement
CJ Concrete Districts 3 & 4 Original Agreement
Amendment 1 to CJ Concrete (1 and 2).pdf
Amendment 1 to CJ Concrete (3 and 4).pdf

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

C J CONCRETE CONSTRUCTION, INC.

(DISTRICT 1 & DISTRICT 2)

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
C J CONCRETE CONSTRUCTION, INC.

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 31 day of January, 2024 by and between the CITY OF CARSON, a California municipal corporation ("City") and C J CONCRETE CONSTRUCTION, 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.

Consultant shall perform all of the services and comply with all of the specifications and requirements in the Bid Documents as they pertain to **District 1 and District 2** for the project entitled **IFB 23-24: Annual Citywide Sidewalk/Concrete Maintenance District 1 & District 2** ("Project"). All such work shall include but not be limited to, removal and replacement of sidewalks, removal and replacement of curb and gutter, removal and replacement of thick concrete driveway apron, and traffic control, and 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 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.

1.10 Compliance with Labor and Wage Laws.

Certain portions of the Services may be subject to prevailing wages under the Labor Code and to the extent such is true, the below provisions will apply.

(a) Public Work. The Parties acknowledge that the work to be performed under this Agreement is a "public work" as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations ("**DIR**") implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Consultant shall post job site notices, as prescribed by regulation.

(b) Registration with DIR. Pursuant to Labor Code section 1771.1, Consultant and all subcontractors must be registered with, and pay an annual fee to, the DIR prior to and during the performance of any work under this Agreement.

(c) Prevailing Wages. Consultant shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Consultant acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Consultant shall post a copy of the same at each job site where work is performed under this Agreement. If this Agreement is subject to the payment of federal prevailing wages under the Davis-Bacon Act (40 U.S.C. § 3141 *et seq.*), then Consultant shall pay the higher of either the state for federal prevailing wage applicable to each laborer.

(d) Penalty for Failure to Pay Prevailing Wages. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to the City, forfeit two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subcontractor.

(e) Payroll Records. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(f) Apprentices. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Consultant and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

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

(h) Penalties for Excess Hours. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Agreement by Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours

in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(i) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Consultant certifies as follows:

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

(j) Consultant's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Consultant shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

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 Consultant, Consultant shall receive total compensation, including reimbursement of Consultant's expenses, of an amount not to exceed **Six Hundred Six Thousand One Hundred Dollars and Zero Cents ($606,100.00)** (the "Contract Sum") for completion of the Services, unless additional compensation is approved pursuant to Section 1.8, as set forth in Consultant's Bid attached hereto as Exhibit "A" and incorporated herein by this reference and as otherwise set forth in Exhibit "A." In the event City elects to exercise its options to extend the Term pursuant to Section 3.4 hereof, the Contract Sum will increase by an annual not to exceed amount of **Three Hundred Three Thousand Fifty Dollars and Zero Cents ($303,050.00)** for each Extension Term.

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 for any construction work; (iii) payment for time and materials based upon the

Consultant's rates as specified in any 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 any applicable 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 using the form attached hereto as Exhibit "D" and incorporated herein by this reference. 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 "C" 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 "C").

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:

John C. Sarno	President/Chief Executive Officer
(Name)	(Title)

John Sacco — (Name) — (Title)

John Sacco — (Name) — (Title)

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

4.2 Status of Consultant.

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

4.3 Contract Officer.

The Contract Officer shall be Raymond Velasco, P.E. Public Works Operation 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.

Without limiting Consultant's indemnification of City, and prior to commencement of any services under this Agreement, Consultant 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. Consultant 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. Consultant 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 Consultant 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. Consultant 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. Consultant 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. Consultant shall maintain Environmental Impairment Liability insurance, written on a Consultant'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 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 Consultant 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 Consultant. 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. 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.

(b) Proof of Insurance. Consultant 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. Consultant 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 Consultant, its agents, representatives, employees or subcontractors.

(d) Primary/noncontributing. Coverage provided by Consultant 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 Consultant or City will withhold amounts sufficient to pay premium from Consultant 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 Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant 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). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant 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 Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

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. Consultant 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 Consultant'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. Consultant 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 Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant 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. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(n) City'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 Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant'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. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional Insurance. Consultant 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.

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.

5.5 Performance and Payment Bonds.

Concurrently with execution of this Agreement, Consultant shall deliver to the City all of the following bonds:

(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 "E" and Exhibit "F" 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 5.6 hereof.

5.6 Release of Securities.

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

(a) Consultant 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, Consultant has provided statutory bond, or otherwise as required by applicable law.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

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

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for

assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

7.2 Disputes; Default.

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

7.3 Retention of Funds.

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

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

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

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

7.9 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable,

shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection

therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

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

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or

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

9.6 Warranty & Representation of Non-Collusion.

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

Consultant's Authorized Initials JS

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[rjl, alh]

CONSULTANT:

C J CONCRETE CONSTRUCTION, INC., a California corporation

By: _____
Name: John C. Sarno
Title: President/CEO/Secretary

Address: 10142 Shoemaker Avenue
Santa Fe Springs, CA 90670

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

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

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

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EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services and complete the Project in accordance with the following:

BID SCHEDULE – (IFB-23-24)

ANNUAL CITYWIDE SIDEWALK/CONCRETE MAINTENANCE

DISTRICT 1 & DISTRICT 2

ITEM #	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL PRICE
1	Bonding, Insurance, and Mobilization	1	LS	$13,775.00	$13,775.00
2	Traffic Control	1	LS	$13,775.00	$13,775.00
3	Remove and Replace Sidewalk (or construct new) including excavation adding 4-inch CMB and adjusting Water Meters, Pull Boxes, Traffic Signal Boxes, etc. to grade	15,000	SF	$12.00	$180,000.00
4	Remove & Replace Curb & Gutter (Include AC slot pave)	200	LF	$100.00	$20,000.00
5	Remove and Replace 6" thick concrete driveway apron	5,000	SF	$15.00	$75,000.00
6	[DELETABLE] Unsuitable Material	5	CY	$100.00	$500.00
TOTAL BASE BID AMOUNT					**$303,050.00***

*Fiscal Year 23-24 amount is $151,525.00 over a period of 6 months

Fiscal Year 24-25 amount is $303,050.00

Fiscal Year 25-26 amount is $151,525.00 over a period of 6 months

Total: $606,100.00

*The amounts noted for each fiscal are for the purpose of allowing City and Consultant to estimate amounts allocated to the Project for each year; however, the parties are permitted to exceed any amount allotted per fiscal year, provided that the total expenditure for the two year Term does not exceed the Contract Sum.

Optional Extension Term 1: $303,050.00

Optional Extension Term 2: $303,050.00

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

A. As requested by City's Contract Officer.

III. **All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**

IV. **Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.**

EXHIBIT "B"
SPECIAL REQUIREMENTS
Superseding Contract Boilerplate)

The Agreement is hereby amended as follows (deletions shown in ~~strikethrough~~ and additions shown in ***bold italics***):

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

"3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding ***two*** ~~one~~ (***2***~~1~~) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "C"). ***The City may, at its sole discretion, elect to extend the Term by two (2) additional one-year terms (each, an "Extension Term"). The not to exceed compensation for Services performed during each Extension Term shall be consistent with the annual prices listed in Exhibit "A."***"

EXHIBIT "C"
SCHEDULE OF PERFORMANCE

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

The City's Contract Officer will issue periodic work orders detailing the scope of work to be completed, the anticipated cost to City which will be in accordance with Exhibit "A," and the number of working days (not to exceed 120 working days) within which such work will be completed. The scheduling of each work order will be determined solely by the Contract Officer.

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

EXHIBIT "D"
INVOICE FORM

Company Logo

DATE:
INVOICE # 1
BILLING PERIOD START
BILLING PERIOD END

BILL TO:

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

PROJECT or TASK: Name
Project or Task No: PW####
P.O. No: #######

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

Payable to:

Company Name
Address
City
FEIN

ORIGINAL CONTRACT AMOUNT		
AMOUNT DUE THIS BILLING PERIOD	$	-
PREVIOUS BILLING/ CHARGES		
CHANGE ORDER/ (+/-) AMENDMENT		
REMAINING CONTRACT BALANCE	$ -	#######

EXHIBIT "E"

PERFORMANCE BOND Bond Number: CAC722098

IFB 23-24: Annual Citywide Sidewalk/Concrete Maintenance District 1 & 2

We, C J Concrete Construction, Inc., a California corporation, as Principal, and Merchants Bonding Company (Mutual), 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 **Six Hundred Six Thousand One Hundred Dollars and Zero Cents ($606,100.00)**. 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 6th day of May, 2024.

Seal of Corporation

CJ Concrete 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) Merchants Bonding Company (Mutual)
[name of surety company]

Joseph A Clarken, III / Non-Resident Agent
Name

1778 Cable Street
Street Number

San Diego, CA 92107
City and State

(602) 432-2012
Telephone Number

P O Box 14498
Street Number

Des Moines, IA 50306
City and State

(800) 678-8171
Telephone Number

By: Joseph A Clarken III
Attorney in Fact or other Representative

Joseph A Clarken, III/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 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 Los Angeles }

On May 8, 2024 before me, Maribel Garcia, notary Public
(Here insert name and title of the officer)

personally appeared John Sarno,

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.

MARIBEL GARCIA
Notary Public - California
Los Angeles County
Commission # 2431271
My Comm. Expires Dec 17, 2026

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

State of *Arizona*

County of *Maricopa*

On this 6th day of *May*, 20*24*, before me

personally appeared *Joseph A Clarken, III*

personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

Jennifer Castillo
Notary Public - ARIZONA
MARICOPA COUNTY
Commission No. 603879
My Commission Expires May 16, 2025

By: _____
Notary Public
Jennifer Castillo

My Commission Expires:

May 16, 2025

EXHIBIT "F"

PAYMENT BOND Bond Number: CAC722098

IFB 23-24: Annual Citywide Sidewalk/Concrete Maintenance District 1 & 2

We, C J Concrete Construction, Inc., a California corporation, as Principal, and Merchants Bonding Company (Mutual), 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 **Six Hundred Six Thousand One Hundred Dollars and Zero Cents ($606,100.00)**. 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 6th day of May, 2024.

Seal of Corporation

CJ Concrete 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) Merchants Bonding Company (Mutual)
[name of surety]

Joseph A Clarken, III / Non-Resident Agent
Name

P O Box 14498
Street Number

1778 Cable Street
Street Number

Des Moines, IA 50306
City and State

San Diego, CA 92107
City and State

(800) 678-8171
Telephone Number

(602) 432-2012
Telephone Number

By: Joseph A Clarken III
Attorney in Fact or other Representative

Joseph A Clarken, III/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 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 Los Angeles }

On May 8, 2024 before me, Maribel Garcia, notary Public
(Here insert name and title of the officer)

personally appeared John Sarno,

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.

MARIBEL GARCIA
Notary Public - California
Los Angeles County
Commission # 2431271
My Comm. Expires Dec 17, 2026

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

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- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
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- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

2015 Version www.NotaryClasses.com 800-873-9865

State of *Arizona*

County of *Maricopa*

On this 6th day of *May*, 20*24*, before me

personally appeared *Joseph A Clarken, III*

personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

By:_____
Notary Public
Jennifer Castillo

Jennifer Castillo
Notary Public - ARIZONA
MARICOPA COUNTY
Commission No. 603879
My Commission Expires May 16, 2025

My Commission Expires:

May 16, 2025

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Brandon McKee; Brian R Sawyer; Chrystal Hedges; David J McKee; Jennifer Castillo; Joseph A Clarken III; Melanie Ankeney; Patrick R Hedges; Ted H Rarrick

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 16th day of April , 2024 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 16th day of April 2024 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 6th day of May , 2024 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/15/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Behr Insurance Services Inc. 1420 E Los Angeles Ave #203 Simi Valley CA 93065	PHONE (A/C, No, Ext): 888-988-2347	FAX (A/C, No):
	E-MAIL ADDRESS: service@behrins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : COREPOINTE INS CO	10499
INSURED	INSURER B :	
CJ Concrete Construction Inc 10142 SHOEMAKER AVE SANTA FE SPRINGS CA 90670-3404	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	
	☐ 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 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	CTP1002477	05/08/2024	05/08/2025	✘ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Waiver of subrogation applies to Workers Compensation per attached WC 04 03 06 endorsement.

CERTIFICATE HOLDER

City of Carson
701 E Carson Street
Carson CA 90745

INSURANCE APPROVED
RG
5/22/2024

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

Jonathan Behr

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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 2.00% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	**Job Description**
Any person or organization as required by written contract	

Notes:

1. This endorsement may be used to waive the company's right of subrogation against named third parties who may be responsible for an injury.
2. The sentence in ( ) is optional with the company. It limits the endorsement to apply only to specific jobs of the insured, and only to the extent that the insured is required to obtain this waiver.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	Policy No.	Endorsement No.
Insured	Insurance Company	

Countersigned By _____

CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 04/03/2024

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.

PRODUCER
FEDERATED MUTUAL INSURANCE COMPANY
HOME OFFICE: P.O. BOX 328
OWATONNA, MN 55060

CONTACT NAME: CLIENT CONTACT CENTER
PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664
E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM
PRODUCER CUSTOMER ID:

INSURED
C J CONCRETE CONSTRUCTION, INC.
10142 SHOEMAKER AVE
SANTA FE SPRINGS, CA 90670-3404
383-378-7

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: FEDERATED MUTUAL INSURANCE COMPANY	13935
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: 124 REVISION NUMBER: 0

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE(MM/DD/YYYY)	COVERED PROPERTY	LIMITS
	[ ] PROPERTY	DEDUCTIBLES				[ ] BUILDING	
	CAUSES OF LOSS	BUILDING				[ ] PERSONAL PROPERTY	
	[ ] BASIC					[ ] BUSINESS INCOME	
	[ ] BROAD	CONTENTS				[ ] EXTRA EXPENSE	
	[ ] SPECIAL					[ ] RENTAL VALUE	
	[ ] EARTHQUAKE					[ ] BLANKET BUILDING	
	[ ] WIND					[ ] BLANKET PERS PROP	
	[ ] FLOOD					[ ] BLANK BLDG & PP	
A	[X] INLAND MARINE	TYPE OF POLICY		11/12/2023	11/12/2024	[X] INSTALLATION	$1,500,000
	CAUSES OF LOSS					[ ] FLOATER	
	[ ] NAMED PERILS	POLICY NUMBER					
	[X] OTHER	1845023					
	[ ] CRIME						
	TYPE OF POLICY						
	[ ] BOILER & MACHINERY / EQUIPMENT BREAKDOWN						

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
INSTALLATION FLOATER COVERAGE IS PROVIDED FOR PROPERTY THE NAMED INSURED IS CONTRACTED TO INSTALL THAT THEY OWN OR ARE LEGALLY LIABLE FOR. COVERAGE APPLIES WHILE IN TRANSIT, WHILE AT THE PREMISES OF INSTALLATION, OR ELSEWHERE AWAITING AND DURING INSTALLATION.

CERTIFICATE HOLDER
383-378-7
CITY OF CARSON
701 E CARSON ST
CARSON, CA 90745-2224

INSURANCE APPROVED
RG
5/1/2024

124 0

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

LOSS PAYABLE CERTIFICATE

Place of Issue -
Federated Mutual Insurance Company
Home Office
121 East Park Square
Owatonna, MN 55060
(507) 455-5200

TO:
City of Carson
701 E Carson St
Carson, CA, 90745-2224

We certify that you are named as Loss Payee in the below numbered policy which has been issued to:

C J Concrete Construction, Inc.
10142 Shoemaker Ave
Santa Fe Springs, CA 90670-3404

to cover the personal property as designated below:

Coverage	Deductible	Limit
Special Contractors Floater - Installation Floater	$2,500	$1,500,000

The policy contains the provisions that loss, if any, will be adjusted only with the Named Insured and payable to the Named Insured and the Loss Payee listed above as their respective interests may appear, subject to all the terms and conditions of the policy.

We certify that the policy is effective from 11/12/2023 to 11/12/2024 12:01 A.M., (or 12 Noon) Standard Time, as stated in the policy, at the address of the Named Insured as stated in the policy.

If we cancel the policy we will provide at least ten days advance written notice or more as may be allowed by the Cancellation Provision of the Common Policy Conditions.

Special provisions, if any:

This Certificate is furnished as evidence of a policy as it stands at the date of issue, and is given as a matter of information only. **Except as specified herein,** this Certificate confers no rights on the holder and imposes no liability on us.

SECRETARY PRESIDENT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/04/2024

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 FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060	CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM
INSURED 383-378-7 C J CONCRETE CONSTRUCTION, INC. 10142 SHOEMAKER AVE SANTA FE SPRINGS, CA 90670-3404	INSURERS AFFORDING COVERAGE — NAIC # INSURER A: FEDERATED MUTUAL INSURANCE COMPANY — 13935 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER: 119** **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 INSR	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: X POLICY PRO-JECT LOC OTHER:	Y	Y	1845023	11/12/2023	11/12/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS & COMP/OP AGG	$1,000,000 $100,000 $10,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	Y	Y	1845023	11/12/2023	11/12/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE (Per Accident)	$1,000,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION	Y	Y	1845025	11/12/2023	11/12/2024	EACH OCCURRENCE AGGREGATE	$8,000,000 $8,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTHER E.L EACH ACCIDENT E.L DISEASE -EA EMPLOYEE E.L DISEASE - POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
SEE ATTACHED PAGE

CERTIFICATE HOLDER

383-378-7 119 1
CITY OF CARSON
701 E CARSON ST
CARSON, CA 90745-2224

INSURANCE APPROVED
RG
5/1/2024

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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AGENCY CUSTOMER ID: 383-378-7

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
FEDERATED MUTUAL INSURANCE COMPANY		C J CONCRETE CONSTRUCTION, INC. 10142 SHOEMAKER AVE SANTA FE SPRINGS, CA 90670-3404
POLICY NUMBER SEE CERTIFICATE # 119.1		
CARRIER SEE CERTIFICATE # 119.1	NAIC CODE	EFFECTIVE DATE: SEE CERTIFICATE # 119.1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

ADDITIONAL INSUREDS ALSO INCLUDES CITY OF CARSON, ITS ELECTED AND APPOINTED OFFICERS, EMPLOYEES, VOLUNTEERS AND AGENTS.
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN CONSTRUCTION AGREEMENT WITH YOU ENDORSEMENT FOR GENERAL LIABILITY.
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED BY CONTRACT ENDORSEMENT FOR BUSINESS AUTO LIABILITY.
INSURANCE PROVIDED BY THE GENERAL LIABILITY COVERAGE IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE.
GENERAL LIABILITY CONTAINS A WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) - AUTOMATIC ENDORSEMENT
BUSINESS AUTO LIABILITY CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER SUBJECT TO THE CONDITIONS OF THE BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY ENDORSEMENT.
COMMERCIAL UMBRELLA FOLLOWS FORM ACCORDING TO THE TERMS, CONDITIONS, AND ENDORSEMENTS FOUND IN THE COMMERCIAL UMBRELLA POLICY.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED BY CONTRACT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. WHO IS AN INSURED for "bodily injury" and "property damage" liability is amended to include:
Any person or organization other than a joint venture, for which you have agreed by written contract to procure bodily injury or property damage "auto" liability insurance arising out of operation of a covered "auto" with your permission. However, this additional insurance does not apply to:
   (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
   (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
   (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
   (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
   (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

B. The coverage extended to any additional insured by this endorsement is limited to, and subject to all terms, conditions, and exclusions of the Coverage Part to which this endorsement is attached.

   In addition, coverage shall not exceed the terms and conditions that are required by the terms of the written agreement to add any insured, or to procure insurance.

C. The limits of insurance applicable to such insurance shall be the lesser of the limits required by the agreement between the parties, or the limits provided by this policy.

D. Additional exclusions. The insurance afforded to any person or organization as an insured under this endorsement does not apply:
   1. To "loss" which occurs prior to the date of your contract with such person or organization;
   2. To "loss" arising out of the sole negligence of any person or organization that would not be an insured except for this endorsement.
   3. To "loss" for any leased or rented "auto" when the lessor or his or her agent takes possession of the leased or rented "auto" or the policy period ends, whichever occurs first.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

In the event of any payment for a loss under this Business Auto Coverage Part arising out of your ongoing operations, we agree to waive our rights under the TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US condition against any person or organization, its subsidiaries, directors, agents or employees, for which you have agreed by written contract, prior to the occurrence of any loss, to waive such rights, except when the payment results from the sole negligence of that person or organization, its subsidiaries, directors, agents or employees.

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PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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Policy Number: 1845023
Transaction Effective Date: 11/12/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II - Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
   - **a.** The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
   - **b.** Supervisory, inspection, architectural or engineering activities.

   This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

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2. "Bodily injury" or "property damage" occurring after:

   a. 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

   b. 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.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) - AUTOMATIC

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

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 any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

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Policy Number: 1845023
Transaction Effective Date: 11/12/2023

Federated Internal Copy - fonts and format may vary from original

GL

FEDERATED INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED POLLUTION COVERAGE - JOB SITES

The endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Limited Pollution Coverage - Job Sites

1. We will pay those sums that the insured becomes legally obligated to pay:
   a. as a result of "bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor
   b. as a result of any loss, cost or expense arising out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of "pollutants" or any claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants"; if the loss, cost or expense arises out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor

   However, this coverage does not apply at or from any premises, site or location which is or was at any time owned by, or rented or loaned to, any insured
2. **SECTION III- LIMITS OF INSURANCE** is changed as follows:

   Solely with respect to damages payable as a result of coverage provided in **1.a.** and **1.b.** above, **SECTION III - LIMITS OF INSURANCE** is deleted and replaced by the following:

   Regardless of the number of insureds, claims made or "suits" brought, or persons or organizations making claims or bringing "suits":
   a. The most we will pay for the sum of all damages resulting from any one "occurrence" is $100,000; and
   b. The most we will pay in aggregate for the sum of all damages resulting from all "occurrences" is $100,000

   The Limits of Insurance above apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance
3. **DEDUCTIBLE**

   Solely with respect to damages payable as a result of coverage provided in **1.a.** and **1.b.** above:
   a. Our obligation to pay for damages on your behalf applies only to the amount of damages in excess of $500 for each "occurrence" during the policy period
   b. The application of the deductible amount will not reduce the Limits of Insurance for this coverage
   c. The terms of this insurance, including those with respect to:
      (1) Our right and duty to defend the insured against any "suits" seeking damages; and
      (2) Your duties in the event of an "occurrence", claim or "suit"

      apply irrespective of the application of the deductible amount
   d. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us

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CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

C J CONCRETE CONSTRUCTION, INC.

(DISTRICT 3 & DISTRICT 4)

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
C J CONCRETE CONSTRUCTION, INC.

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 31 day of January, 2024 by and between the CITY OF CARSON, a California municipal corporation ("City") and C J CONCRETE CONSTRUCTION, 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.

Consultant shall perform all of the services and comply with all of the specifications and requirements in the Bid Documents as they pertain to **District 3 and District 4** for the project entitled **IFB 23-24B: Annual Citywide Sidewalk/Concrete Maintenance District 3 & District 4** ("Project"). All such work shall include but not be limited to, removal and replacement of sidewalks, removal and replacement of curb and gutter, removal and replacement of thick concrete driveway apron, and traffic control, and 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 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.

1.10 Compliance with Labor and Wage Laws.

Certain portions of the Services may be subject to prevailing wages under the Labor Code and to the extent such is true, the below provisions will apply.

(a) Public Work. The Parties acknowledge that the work to be performed under this Agreement is a "public work" as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations ("**DIR**") implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Consultant shall post job site notices, as prescribed by regulation.

(b) Registration with DIR. Pursuant to Labor Code section 1771.1, Consultant and all subcontractors must be registered with, and pay an annual fee to, the DIR prior to and during the performance of any work under this Agreement.

(c) Prevailing Wages. Consultant shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Consultant acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Consultant shall post a copy of the same at each job site where work is performed under this Agreement. If this Agreement is subject to the payment of federal prevailing wages under the Davis-Bacon Act (40 U.S.C. § 3141 *et seq.*), then Consultant shall pay the higher of either the state for federal prevailing wage applicable to each laborer.

(d) Penalty for Failure to Pay Prevailing Wages. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to the City, forfeit two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subcontractor.

(e) Payroll Records. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(f) Apprentices. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Consultant and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

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

(h) Penalties for Excess Hours. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Agreement by Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours

in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(i) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Consultant certifies as follows:

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

(j) Consultant's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Consultant shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

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 Consultant, Consultant shall receive total compensation, including reimbursement of Consultant's expenses, of an amount not to exceed **Six Hundred Six Thousand One Hundred Dollars and Zero Cents ($606,100.00)** (the "Contract Sum") for completion of the Services, unless additional compensation is approved pursuant to Section 1.8, as set forth in Consultant's Bid attached hereto as Exhibit "A" and incorporated herein by this reference and as otherwise set forth in Exhibit "A." In the event City elects to exercise its options to extend the Term pursuant to Section 3.4 hereof, the Contract Sum will increase by an annual not to exceed amount of **Three Hundred Three Thousand Fifty Dollars and Zero Cents ($303,050.00)** for each Extension Term.

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 for any construction work; (iii) payment for time and materials based upon the

Consultant's rates as specified in any 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 any applicable 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 using the form attached hereto as Exhibit "D" and incorporated herein by this reference. 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 "C" 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 "C").

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:

John C. Sarno	President/Chief Executive Officer
(Name)	(Title)

John Sarno	
(Name)	(Title)
John Sarno	
(Name)	(Title)

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

4.2 Status of Consultant.

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

4.3 Contract Officer.

The Contract Officer shall be Raymond Velasco, P.E. Public Works Operation 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.

Without limiting Consultant's indemnification of City, and prior to commencement of any services under this Agreement, Consultant 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. Consultant 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. Consultant 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 Consultant 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. Consultant 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. Consultant 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. Consultant shall maintain Environmental Impairment Liability insurance, written on a Consultant'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 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 Consultant 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 Consultant. 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. 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.

(b) Proof of Insurance. Consultant 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. Consultant 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 Consultant, its agents, representatives, employees or subcontractors.

(d) Primary/noncontributing. Coverage provided by Consultant 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 Consultant or City will withhold amounts sufficient to pay premium from Consultant 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 Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant 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). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant 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 Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. 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. Consultant 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 Consultant'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. Consultant 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 Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant 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. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(n) City'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 Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant'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. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional Insurance. Consultant 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.

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.

5.5 Performance and Payment Bonds.

Concurrently with execution of this Agreement, Consultant shall deliver to the City all of the following bonds:

(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 "E" and Exhibit "F" 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 5.6 hereof.

5.6 Release of Securities.

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

(a) Consultant 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, Consultant has provided statutory bond, or otherwise as required by applicable law.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

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

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for

assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

7.2 Disputes; Default.

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

7.3 Retention of Funds.

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

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

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

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

7.9 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable,

shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection

therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

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

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or

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

9.6 Warranty & Representation of Non-Collusion.

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

Consultant's Authorized Initials VS

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[rjl, alh]

CONSULTANT:

C J CONCRETE CONSTRUCTION, INC., a California corporation

By: _____
Name: John C. Sarno
Title: President/CEO/Secretary

Address: 10142 Shoemaker Avenue
Santa Fe Springs, CA 90670

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

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

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[rjl, alh]

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By: _____
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Title: President/CEO/Secretary

Address: 10142 Shoemaker Avenue
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Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

EXHIBIT "A"
SCOPE OF SERVICES

I. **Consultant will perform the following Services and complete the Project in accordance with the following:**

BID SCHEDULE – (IFB-23-24B)

ANNUAL CITYWIDE SIDEWALK/CONCRETE MAINTENANCE

DISTRICT 3 & DISTRICT 4

ITEM #	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL PRICE
1	Bonding, Insurance, and Mobilization	1	LS	$13,775.00	$13,775.00
2	Traffic Control	1	LS	$13,775.00	$13,775.00
3	Remove and Replace Sidewalk (or construct new) including excavation adding 4-inch CMB and adjusting Water Meters, Pull Boxes, Traffic Signal Boxes, etc. to grade	15,000	SF	$12.00	$180,000.00
4	Remove & Replace Curb & Gutter (Include AC slot pave)	200	LF	$100.00	$20,000.00
5	Remove and Replace 6" thick concrete driveway apron	5,000	SF	$15.00	$75,000.00
6	[DELETABLE] Unsuitable Material	5	CY	$100.00	$500.00
TOTAL BASE BID AMOUNT					**$303,050.00***

*Fiscal Year 23-24 amount is $151,525.00 over a period of 6 months

Fiscal Year 24-25 amount is $303,050.00

Fiscal Year 25-26 amount is $151,525.00 over a period of 6 months

Total: $606,100.00

*The amounts noted for each fiscal are for the purpose of allowing City and Consultant to estimate amounts allocated to the Project for each year; however, the parties are permitted to exceed any amount allotted per fiscal year, provided that the total expenditure for the two year Term does not exceed the Contract Sum.

Optional Extension Term 1: $303,050.00

Optional Extension Term 2: $303,050.00

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

A. As requested by City's Contract Officer.

III. **All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**

IV. **Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.**

EXHIBIT "B"
SPECIAL REQUIREMENTS
Superseding Contract Boilerplate)

The Agreement is hereby amended as follows (deletions shown in ~~strikethrough~~ and additions shown in ***bold italics***):

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

"3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding ***two*** ~~one~~ (~~2~~1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "C"). ***The City may, at its sole discretion, elect to extend the Term by two (2) additional one-year terms (each, an "Extension Term"). The not to exceed compensation for Services performed during each Extension Term shall be consistent with the annual prices listed in Exhibit "A."***"

EXHIBIT "C"
SCHEDULE OF PERFORMANCE

I. **Consultant shall perform all Services timely in accordance with the following:**

The City's Contract Officer will issue periodic work orders detailing the scope of work to be completed, the anticipated cost to City which will be in accordance with Exhibit "A," and the number of working days (not to exceed 120 working days) within which such work will be completed. The scheduling of each work order will be determined solely by the Contract Officer.

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

EXHIBIT "D"
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	$ -	######

EXHIBIT "E"

Bond Number: CAC722102

PERFORMANCE BOND

IFB 23-24: Annual Citywide Sidewalk/Concrete Maintenance District 3 & 4

We, C J Concrete Construction, Inc., a California corporation, as Principal, and Merchants Bonding Company (Mutual), 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 **Six Hundred Six Thousand One Hundred Dollars and Zero Cents ($606,100.00)**. 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 6th day of May, 2024

Seal of Corporation

CJ Concrete 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) Merchants Bonding Company (Mutual)
[name of surety company]

Joseph A Clarken, III / Non-Resident Agent
Name

1778 Cable Street
Street Number

San Diego, CA 92107
City and State

(602) 432-2012
Telephone Number

P O Box 14498
Street Number

Des Moines, IA 50306
City and State

(800) 678-8171
Telephone Number

By: Joseph A Clarken III
Attorney in Fact or other Representative

Joseph A Clarken, III/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 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 Los Angeles }

On May 8, 2024 before me, Maribel Garcia, Notary Public -
(Here insert name and title of the officer)

personally appeared John Sarno ,
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.

MARIBEL GARCIA
Notary Public - California
Los Angeles County
Commission # 2431271
My Comm. Expires Dec 17, 2026

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other ____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

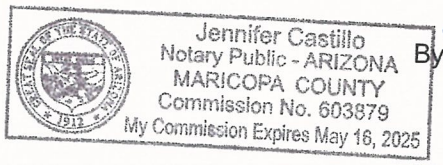
State of *Arizona*

County of *Maricopa*

On this 6th day of *May*, 20*24*, before me

personally appeared *Joseph A Clarken, III*

personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.



By: _____
Notary Public
Jennifer Castillo

My Commission Expires:

May 16, 2025

EXHIBIT "F"

Bond Number: CAC722102

PAYMENT BOND

IFB 23-24: Annual Citywide Sidewalk/Concrete Maintenance District 3 & 4

We, C. J. Concrete Construction, Inc., a California corporation, as Principal, and Merchants Bonding Company (Mutual), 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 **Six Hundred Six Thousand One Hundred Dollars and Zero Cents ($606,100.00)**. 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 6th day of May, 2024.

Seal of Corporation

CJ Concrete 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) Merchants Bonding Company (Mutual)
[name of surety]

Joseph A Clarken, III / Non-Resident Agent
Name

1778 Cable Street
Street Number

San Diego, CA 92107
City and State

(602) 432-2012
Telephone Number

P O Box 14498
Street Number

Des Moines, IA 50306
City and State

(800) 678-8171
Telephone Number

By: Joseph A Clarken III
Attorney in Fact or other Representative

Joseph A Clarken, III/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 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 Los Angeles }

On May 8, 2024 before me, Maribel Garcia, Notary Public -
(Here insert name and title of the officer)

personally appeared John Sarno,

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.

MARIBEL GARCIA
Notary Public - California
Los Angeles County
Commission # 2431271
My Comm. Expires Dec 17, 2026

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other ____

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INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Brandon McKee; Brian R Sawyer; Chrystal Hedges; David J McKee; Jennifer Castillo; Joseph A Clarken III; Melanie Ankeney; Patrick R Hedges; Ted H Rarrick

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 16th day of April , 2024 .

MERCHANTS NATIONAL BONDING, INC. -o- INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) -o- INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 16th day of April 2024 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

(Expiration of notary's commission does not invalidate this instrument)

Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 6th day of May , 2024 .

MERCHANTS NATIONAL BONDING, INC. -o- INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) -o- INCORPORATED -o- 1933

William Warner Jr.
Secretary

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/15/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Behr Insurance Services Inc. 1420 E Los Angeles Ave #203 Simi Valley CA 93065	PHONE (A/C, No, Ext): 888-988-2347	FAX (A/C, No):
	E-MAIL ADDRESS: service@behrins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : COREPOINTE INS CO	10499
INSURED	INSURER B :	
CJ Concrete Construction Inc 10142 SHOEMAKER AVE SANTA FE SPRINGS CA 90670-3404	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	
	☐ 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 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	CTP1002477	05/08/2024	05/08/2025	✘ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Waiver of subrogation applies to Workers Compensation per attached WC 04 03 06 endorsement.

CERTIFICATE HOLDER

City of Carson
701 E Carson Street
Carson CA 90745

INSURANCE APPROVED
RG
5/22/2024

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

Jonathan Behr

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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 2.00% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	**Job Description**
Any person or organization as required by written contract	

Notes:

1. This endorsement may be used to waive the company's right of subrogation against named third parties who may be responsible for an injury.
2. The sentence in ( ) is optional with the company. It limits the endorsement to apply only to specific jobs of the insured, and only to the extent that the insured is required to obtain this waiver.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	Policy No.	Endorsement No.
Insured	Insurance Company	

Countersigned By _____

CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 04/03/2024

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.

PRODUCER
FEDERATED MUTUAL INSURANCE COMPANY
HOME OFFICE: P.O. BOX 328
OWATONNA, MN 55060

CONTACT NAME: CLIENT CONTACT CENTER
PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664
E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM
PRODUCER CUSTOMER ID:

INSURERS AFFORDING COVERAGE | NAIC #
INSURER A: FEDERATED MUTUAL INSURANCE COMPANY | 13935
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

INSURED
C J CONCRETE CONSTRUCTION, INC.
10142 SHOEMAKER AVE
SANTA FE SPRINGS, CA 90670-3404
383-378-7

COVERAGES **CERTIFICATE NUMBER: 124** **REVISION NUMBER: 0**

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE(MM/DD/YYYY)	COVERED PROPERTY	LIMITS
	[ ] PROPERTY					[ ] BUILDING	
	CAUSES OF LOSS	DEDUCTIBLES				[ ] PERSONAL PROPERTY	
	[ ] BASIC	BUILDING				[ ] BUSINESS INCOME	
	[ ] BROAD	CONTENTS				[ ] EXTRA EXPENSE	
	[ ] SPECIAL					[ ] RENTAL VALUE	
	[ ] EARTHQUAKE					[ ] BLANKET BUILDING	
	[ ] WIND					[ ] BLANKET PERS PROP	
	[ ] FLOOD					[ ] BLANK BLDG & PP	
A	[X] INLAND MARINE	TYPE OF POLICY		11/12/2023	11/12/2024	[X] INSTALLATION	$1,500,000
	CAUSES OF LOSS					[ ] FLOATER	
	[ ] NAMED PERILS	POLICY NUMBER					
	[X] OTHER	1845023					
	[ ] CRIME						
	TYPE OF POLICY						
	[ ] BOILER & MACHINERY / EQUIPMENT BREAKDOWN						

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
INSTALLATION FLOATER COVERAGE IS PROVIDED FOR PROPERTY THE NAMED INSURED IS CONTRACTED TO INSTALL THAT THEY OWN OR ARE LEGALLY LIABLE FOR. COVERAGE APPLIES WHILE IN TRANSIT, WHILE AT THE PREMISES OF INSTALLATION, OR ELSEWHERE AWAITING AND DURING INSTALLATION.

CERTIFICATE HOLDER

383-378-7 124 0
CITY OF CARSON
701 E CARSON ST
CARSON, CA 90745-2224

INSURANCE APPROVED
RG
5/1/2024

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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LOSS PAYABLE CERTIFICATE

Place of Issue -
Federated Mutual Insurance Company
Home Office
121 East Park Square
Owatonna, MN 55060
(507) 455-5200

TO:
City of Carson
701 E Carson St
Carson, CA, 90745-2224

We certify that you are named as Loss Payee in the below numbered policy which has been issued to:

C J Concrete Construction, Inc.
10142 Shoemaker Ave
Santa Fe Springs, CA 90670-3404

to cover the personal property as designated below:

Coverage	Deductible	Limit
Special Contractors Floater - Installation Floater	$2,500	$1,500,000

The policy contains the provisions that loss, if any, will be adjusted only with the Named Insured and payable to the Named Insured and the Loss Payee listed above as their respective interests may appear, subject to all the terms and conditions of the policy.

We certify that the policy is effective from 11/12/2023 to 11/12/2024 12:01 A.M., (or 12 Noon) Standard Time, as stated in the policy, at the address of the Named Insured as stated in the policy.

If we cancel the policy we will provide at least ten days advance written notice or more as may be allowed by the Cancellation Provision of the Common Policy Conditions.

Special provisions, if any:

This Certificate is furnished as evidence of a policy as it stands at the date of issue, and is given as a matter of information only. **Except as specified herein,** this Certificate confers no rights on the holder and imposes no liability on us.

SECRETARY PRESIDENT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/04/2024

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
FEDERATED MUTUAL INSURANCE COMPANY
HOME OFFICE: P.O. BOX 328
OWATONNA, MN 55060

CONTACT NAME: CLIENT CONTACT CENTER
PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664
E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: FEDERATED MUTUAL INSURANCE COMPANY	13935
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED 383-378-7
C J CONCRETE CONSTRUCTION, INC.
10142 SHOEMAKER AVE
SANTA FE SPRINGS, CA 90670-3404

COVERAGES CERTIFICATE NUMBER: 119 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 INSR	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: X POLICY PRO-JECT LOC OTHER:	Y	Y	1845023	11/12/2023	11/12/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS & COMP/OP AGG	$1,000,000 $100,000 $10,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	Y	Y	1845023	11/12/2023	11/12/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE (Per Accident)	$1,000,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION	Y	Y	1845025	11/12/2023	11/12/2024	EACH OCCURRENCE AGGREGATE	$8,000,000 $8,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTHER E.L EACH ACCIDENT E.L DISEASE -EA EMPLOYEE E.L DISEASE - POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
SEE ATTACHED PAGE

CERTIFICATE HOLDER

383-378-7 119 1
CITY OF CARSON
701 E CARSON ST
CARSON, CA 90745-2224

INSURANCE APPROVED
RG
5/1/2024

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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AGENCY CUSTOMER ID: 383-378-7

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
FEDERATED MUTUAL INSURANCE COMPANY		C J CONCRETE CONSTRUCTION, INC. 10142 SHOEMAKER AVE SANTA FE SPRINGS, CA 90670-3404
POLICY NUMBER SEE CERTIFICATE # 119.1		
CARRIER SEE CERTIFICATE # 119.1	NAIC CODE	EFFECTIVE DATE: SEE CERTIFICATE # 119.1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

ADDITIONAL INSUREDS ALSO INCLUDES CITY OF CARSON, ITS ELECTED AND APPOINTED OFFICERS, EMPLOYEES, VOLUNTEERS AND AGENTS.
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN CONSTRUCTION AGREEMENT WITH YOU ENDORSEMENT FOR GENERAL LIABILITY.
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED BY CONTRACT ENDORSEMENT FOR BUSINESS AUTO LIABILITY.
INSURANCE PROVIDED BY THE GENERAL LIABILITY COVERAGE IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE.
GENERAL LIABILITY CONTAINS A WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) - AUTOMATIC ENDORSEMENT
BUSINESS AUTO LIABILITY CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER SUBJECT TO THE CONDITIONS OF THE BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY ENDORSEMENT.
COMMERCIAL UMBRELLA FOLLOWS FORM ACCORDING TO THE TERMS, CONDITIONS, AND ENDORSEMENTS FOUND IN THE COMMERCIAL UMBRELLA POLICY.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED BY CONTRACT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. WHO IS AN INSURED for "bodily injury" and "property damage" liability is amended to include:
Any person or organization other than a joint venture, for which you have agreed by written contract to procure bodily injury or property damage "auto" liability insurance arising out of operation of a covered "auto" with your permission. However, this additional insurance does not apply to:
(1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
(2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
(3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
(4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
(5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

B. The coverage extended to any additional insured by this endorsement is limited to, and subject to all terms, conditions, and exclusions of the Coverage Part to which this endorsement is attached.

In addition, coverage shall not exceed the terms and conditions that are required by the terms of the written agreement to add any insured, or to procure insurance.

C. The limits of insurance applicable to such insurance shall be the lesser of the limits required by the agreement between the parties, or the limits provided by this policy.

D. Additional exclusions. The insurance afforded to any person or organization as an insured under this endorsement does not apply:
1. To "loss" which occurs prior to the date of your contract with such person or organization;
2. To "loss" arising out of the sole negligence of any person or organization that would not be an insured except for this endorsement.
3. To "loss" for any leased or rented "auto" when the lessor or his or her agent takes possession of the leased or rented "auto" or the policy period ends, whichever occurs first.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

In the event of any payment for a loss under this Business Auto Coverage Part arising out of your ongoing operations, we agree to waive our rights under the TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US condition against any person or organization, its subsidiaries, directors, agents or employees, for which you have agreed by written contract, prior to the occurrence of any loss, to waive such rights, except when the payment results from the sole negligence of that person or organization, its subsidiaries, directors, agents or employees.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

© Insurance Services Office, Inc., 2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II - Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
   a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
   b. Supervisory, inspection, architectural or engineering activities.

   This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

© Insurance Services Office, Inc., 2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) - AUTOMATIC

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

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 any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

© Insurance Services Office, Inc., 2018

Policy Number: 1845023
Transaction Effective Date: 11/12/2023

Federated Internal Copy - fonts and format may vary from original

FEDERATED INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED POLLUTION COVERAGE - JOB SITES

The endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Limited Pollution Coverage - Job Sites

1. We will pay those sums that the insured becomes legally obligated to pay:
   a. as a result of "bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor
   b. as a result of any loss, cost or expense arising out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of "pollutants" or any claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants"; if the loss, cost or expense arises out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor

   However, this coverage does not apply at or from any premises, site or location which is or was at any time owned by, or rented or loaned to, any insured
2. **SECTION III- LIMITS OF INSURANCE** is changed as follows:

   Solely with respect to damages payable as a result of coverage provided in **1.a.** and **1.b.** above, **SECTION III - LIMITS OF INSURANCE** is deleted and replaced by the following:

   Regardless of the number of insureds, claims made or "suits" brought, or persons or organizations making claims or bringing "suits":
   a. The most we will pay for the sum of all damages resulting from any one "occurrence" is $100,000; and
   b. The most we will pay in aggregate for the sum of all damages resulting from all "occurrences" is $100,000

   The Limits of Insurance above apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance
3. **DEDUCTIBLE**

   Solely with respect to damages payable as a result of coverage provided in **1.a.** and **1.b.** above:
   a. Our obligation to pay for damages on your behalf applies only to the amount of damages in excess of $500 for each "occurrence" during the policy period
   b. The application of the deductible amount will not reduce the Limits of Insurance for this coverage
   c. The terms of this insurance, including those with respect to:
      (1) Our right and duty to defend the insured against any "suits" seeking damages; and
      (2) Your duties in the event of an "occurrence", claim or "suit"

      apply irrespective of the application of the deductible amount
   d. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us

Includes copyrighted material of Insurance Services Office, Inc with its permission

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 C J CONCRETE CONSTRUCTION, INC., a California corporation ("Consultant"), is effective as of the ___ day of _____, 2025. City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City and Consultant entered into that certain Agreement for Contract Services dated January 31, 2024 ("Agreement"), whereby Consultant agreed to perform sidewalk and concrete maintenance services in District 1 and District 2 for a not-to-exceed Contract Sum of $606,100 over a Term of two (2) years. The Agreement provides for two optional one (1) year extension periods at City's election at $303,050 per year.

B. City and Consultant now desire to amend the Agreement to extend the Term by one year, from January 30, 2026 to January 30, 2027, and increase the Contract Sum by $200,000, from $606,100 to $806,100 (not the full $303,050 allowed for the Extension Term under the Agreement).

TERMS

1. **Incorporation of Recitals**. The Recitals set forth above are incorporated into and are a part of this Amendment.

2. **Terms and Definition.** All words, terms, and phrases used or referenced in this Amendment, not expressly defined in this Amendment, shall have the same meaning ascribed to them in the Agreement.

3. **Contract Changes**. The Agreement is amended as provided herein (new text is indicated in ***bold italics*** and deleted text in ~~strikethrough~~).

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

"2.1 Contract Sum.

Subject to any additions or deductions that may be made by change order or amendment, and any penalties or damages that may be assessed against Consultant, Consultant shall receive total compensation, including reimbursement of Consultant's expenses, of an amount not to exceed ~~Six~~ ***Eight*** Hundred Six Thousand One Hundred Dollars and Zero Cents ($***8***~~6~~06,100.00) (the "Contract Sum") for completion of the

Services, unless additional compensation is approved pursuant to Section 1.8, as set forth in Consultant's Bid attached hereto as Exhibit "A" and incorporated herein by this reference and as otherwise set forth in Exhibit "A." In the event City elects to exercise its option~~s~~ to extend the Term pursuant to Section 3.4 hereof, the Contract Sum will increase by an annual not to exceed amount of Three Hundred Three Thousand Fifty Dollars and Zero Cents ($303,050.00) for ***the*** ~~each~~ Extension Term."

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

"3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding ~~two~~ ***three*** (***3***~~2~~) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "C"). The City may, at its sole discretion, elect to extend the Term by ~~two~~ ***one*** (***1***~~2~~) additional one-year terms (~~each, an~~ "Extension Term"). The not to exceed compensation for Services performed during each Extension Term shall be consistent with the annual prices listed in Exhibit "A.""

C. Section I of Exhibit "A" (Scope of Services) is hereby amended to read in its entirety as follows:

"I. Consultant will perform the following Services and complete the Project in accordance with the following:

BID SCHEDULE – (IFB-23-24)

ANNUAL CITYWIDE SIDEWALK/CONCRETE MAINTENANCE

DISTRICT 1 & DISTRICT 2

ITEM #	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL PRICE
1	Bonding, Insurance, and Mobilization	1	LS	$13,775.00	$13,775.00
2	Traffic Control	1	LS	$13,775.00	$13,775.00
3	Remove and Replace Sidewalk (or construct new) including excavation adding 4-inch CMB and adjusting Water Meters, Pull Boxes, Traffic Signal Boxes, etc. to grade	15,000	SF	$12.00	$180,000.00

4	Remove & Replace Curb & Gutter (Include AC slot pave)	200	LF	$100.00	$20,000.00
5	Remove and Replace 6" thick concrete driveway apron	5,000	SF	$15.00	$75,000.00
6	[DELETABLE] Unsuitable Material	5	CY	$100.00	$500.00
TOTAL BASE BID AMOUNT					$303,050.00*

*Fiscal Year 23-24 amount is $151,525.00 over a period of 6 months

Fiscal Year 24-25 amount is $303,050.00

Fiscal Year 25-26 amount is $151,525.00 over a period of 6 months

Fiscal Year 26-27 amount is $200,000.00

Total: $***8***~~6~~06,100.00

*The amounts noted for each fiscal are for the purpose of allowing City and Consultant to estimate amounts allocated to the Project for each year; however, the parties are permitted to exceed any amount allotted per fiscal year, provided that the total expenditure for the two year Term does not exceed the Contract Sum.

~~Optional Extension Term 1: 303,050.00~~

Optional Extension Term ~~2~~: $303,050.00"

4. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by the Amendment to the Agreement.

5. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement, 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.

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.

7. **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.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

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

CONTRACTOR:

C J CONCRETE CONSTRUCTION, INC., a California corporation

By:_____
Name:
Title:

By:_____
Name:
Title:

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. 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.

AMENDMENT NO. 1

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ANNUAL CITYWIDE SIDEWALK/CONCRETE MAINTENANCE

DISTRICT 3 & DISTRICT 4

ITEM #	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL PRICE
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TOTAL BASE BID AMOUNT					$303,050.00*

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Total: $***8***~~6~~06,100.00

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[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

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

CONTRACTOR:

C J CONCRETE CONSTRUCTION, INC., a California corporation

By:_____
Name:
Title:

By:_____
Name:
Title:

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. 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.

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, December 2, 2025, 5:00 PM

CONSENT 30.

To: Honorable Mayor and City Council

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

Subject: CONSIDER APPROVAL OF AN INCREASE TO THE BLANKET PURCHASE ORDER WITH ROBERTSON'S READY MIX LTD. FOR THE PURCHASE OF CONCRETE MATERIALS AND SUPPLIES, RAISING THE NOT-TO-EXCEED AMOUNT FROM $60,000 TO $150,000 FOR FISCAL YEAR 2025-2026 (CITY COUNCIL)

I. SUMMARY

City Council approval is requested to authorize the Purchasing Department to increase the annual not-to-exceed amount for Robertson's Ready Mix LTD (Robertson's) to $150,000 for Fiscal Year 2025-2026, as allowed under Ordinance No. 23-2309, Section 2604. The current limit is $60,000 for fiscal year 2025-2026. A not-to-exceed amount is the maximum total dollar amount the City is allowed to spend with a vendor in a given fiscal year. Increasing this limit is necessary to complete a major sidewalk and concrete improvement project being led by the Public Works Department Right-of-Way (ROW) Division. The Right-of-Way Division is responsible for maintaining public areas such as streets, sidewalks, and alleys. As part of this year's improvement program, the Division is installing approximately 3,100 linear feet of new sidewalk that will be 9.5 feet wide, creating a continuous and safe walking path for residents between Central Avenue and Avalon Boulevard. This work requires a significantly larger amount of concrete materials than originally anticipated, which is why an increase to the spending limit with Robertson's is required.

Upon City Council approval, staff will process a change order to amend the existing Blanket Purchase Order with Robertson's (Purchase Order No. 22600031). A change order formally modifies the original purchasing authorization. The amendment will add $90,000 for the concrete materials needed to complete the University Drive Improvement Project, resulting in a new not-to-exceed total of $150,000 for Fiscal Year 2025-2026.

II. RECOMMENDATION

TAKE the following actions:

1. WAIVE the contract requirements of the Carson Municipal Code (CMC) pursuant to Carson Municipal Code 2606(b)(1)(ii);
2. AUTHORIZE the Purchasing Manager to waive the formal bidding procedures as defined by the CMC Section 2610, utilizing Sole Source Purchasing as allowed by the CMC Section 2611(e); and,
3. AUTHORIZE the Purchasing Manager to amend and increase the purchase order for supplies and materials to Robertson's Ready Mix LTD for the period July 1, 2025, through June 30, 2026, for the not-to-exceed amount of $150,000.

III. ALTERNATIVES

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

IV. BACKGROUND

The Public Works Department is responsible for providing the community with a safe, clean, and healthy environment by designing, building, operating, maintaining, and managing the City's infrastructure. This includes the network of public sidewalks throughout Carson. Street Maintenance crews care for approximately 203.1 centerline miles of streets, including 49.2 miles of major arterial roads, 5.7 miles of secondary arterials, 18.1 miles of collector streets, and 130.1 miles of residential streets. Maintaining this infrastructure in excellent and safe condition for residents is one of the City's highest priorities.

The Right-of-Way (ROW) Division, which handles maintenance and improvements within the public roadway system, was recently assigned a project to construct new sidewalk along the north side of University Drive, from Pepperdine Drive to just south of Central Avenue. As part of this project, ROW staff will install a new 12-inch concrete curb designed to help retain water and debris and prevent mud runoff that currently flows toward Campaign Drive and the surrounding neighborhood. In addition, the team will install approximately 3,100 linear feet of new sidewalk, 9.5 feet wide, providing a continuous concrete walking path for residents traveling between Central Avenue and Avalon Boulevard.

To complete this work efficiently, the Public Works Department established a purchase order with Robertson's Ready Mix LTD (Robertson's) for the supply of concrete materials. Robertson's is located close to Carson and can provide expedited deliveries, which is important because concrete must be poured and finished within a short period before it begins to harden. The purchase order was issued in accordance with the City's purchasing procedures for sole source purchases, as outlined in Carson Municipal Code (CMC) Section 2611(e). A sole source purchase is permitted when only one vendor can reasonably provide the required materials or when specific conditions, such as proximity, timeliness, or unique product specifications, make the vendor the only practical option. To ensure sufficient materials for the sidewalk and curb work on University Drive, staff recommends that the City Council approve an increase of $90,000 to the existing purchase order with Robertson's, bringing the new not-to-exceed amount to $150,000. This will allow the City to obtain the concrete needed to complete the project on schedule.

The anticipated completion date for the new sidewalk improvements on the north side of University Drive, between Central Avenue and Avalon Boulevard, is spring 2026, pending no unforeseen conditions or delays due to inclement weather.

V. FISCAL IMPACT

This request will increase the purchase order with Robertson's Ready Mix LTD by $90,000, resulting in a new not-to-exceed total of $150,000. Funding for this increase is available in the adopted FY 2025-26 budget under the Public Works Sidewalk Supplies Account (101-80-840-294-6009).

VI. EXHIBITS

1. Proposed Purchasing Waiver

Attachments

Exhibit 1. Purchasing Waiver

Purchasing Division
701 E. Carson Street
Carson, CA 90745

Purchasing Waiver

Use this form to request an exemption from formal bidding and/or written contract requirements, pursuant to Chapter 6 (Purchasing System) of Article II (Administration) of the Carson Municipal Code (CMC). This waiver must be completed before proceeding with procurement activity.

Exemption sought:

- [x] Formal Bidding (Section 2611])
- [x] Written Contract (Section 2605(1)(iii))

Pursuant to CMC Section 2611:

- [ ] (d) Emergency Purchasing (Section 2611(d))
- [x] (e) Sole Source Purchasing (Section 2611(e))
- [ ] (f) Piggyback Purchasing (Section 2611(f))
- [ ] (g) Cooperative Purchasing (Section 2611(g))
- [ ] (i) Other Purchases (Section 2611(i)(1) through (18))

If (f) or (g) are selected above, specify the master contract details:

Awarding Agency: **Vendor:**

Contract #: **Solicitation #:**

Contract Effective Date: **Contract Expiration:**

Specify purchase details:

Amount: $150,000 **Vendor:** Robertsons Ready Mix Ltd

Written justification/description of purchase. Explain urgency, product uniqueness, and intended use. Attach all relevant backup documentation.

Informal bidding and/or written contract would normally be required because the purchase is for an amount $25,000 or more. Robertsons provides concrete materials used for the maintenance of City infrastructure. This material requires expedient delivery to preserve the workability of the product, with the product cooling within thirty minutes of batching. Robertsons is the only supplier sufficiently close in proximity to Carson.

Authorized Department Staff:

Signature:

Date: 10/3/25

Name/Title: Arlington Rodgers Director

Purchasing:

Josilla Togiola Purchasing Manager

Rev. 082025JT

Report to Honorable Mayor and City Council

Tuesday, December 2, 2025, 5:00 PM

SPECIAL ORDERS OF THE DAY 31.

To: Honorable Mayor and City Council

From: Nathan Freeman, Director of Community and Economic Development CD Administration

Subject: CONSIDER ADOPTION OF AN INTERIM URGENCY ORDINANCE ESTABLISHING A MORATORIUM ON THE ESTABLISHMENT OR EXPANSION OF CAR WASHES FOR A PERIOD OF 45 DAYS (CITY COUNCIL)

I. SUMMARY

The establishment and proliferation of car washes without sufficient regulation presents a current and immediate threat to public health, safety, and welfare. Car washes generate undesirable conditions for adjacent properties because of noisy, large-scale industrial equipment including vacuums, pumps, pressurized sprayers, dryers, engines, and car stereos. In addition, car washes increase vehicle traffic in the immediate vicinity and can cause runoff of chemicals to adjacent public and private property. Airborne mist and odors from chemicals and vehicle exhaust also result from such uses.

Furthermore, the proliferation of car washes in the City under current regulations has a negative economic impact on the City. Car washes detract from potential revenue to the City from other uses on and surrounding the subject properties and provide little economic benefit to the City or City residents, as there are minimal sales tax revenues associated with the use, few employees hired, and typical wages paid would not increase the City's overall median income. Car washes are often noisy due to large industrial sized equipment and cause an increase in vehicular traffic where they are located. Additionally, car washes near residential uses have the potential to expose residents to excessive noise and traffic. The negative impacts frequently associated with operation of car washes will likely increase as car washes continue to proliferate throughout the City under insufficient current zoning code development standards and land use regulations, resulting in a significant negative impact upon public health, safety, and welfare of the community.

Pursuant to California Government Code Section 65858, a city, such as Carson, may enact an interim zoning ordinance on an urgency basis (Urgency Ordinance) for the protection of public safety, health, and welfare by prohibiting any use(s) that a city is intending to study within a reasonable period of time. The urgency measure requires a four-fifths vote of the legislative body for adoption. If approved, the ordinance will be effective for a period of 45 days from the date of adoption, unless extended prior to the end of the 45-day period. The proposed moratorium would halt establishment or expansion of car washes or automobile washes ("Car Wash" or "Car Washes") within the City for 45 days while City staff reviews and develops appropriate zoning code regulations for Car Washes for future consideration by the Council.

Once adopted, the City may extend the initial 45-day moratorium for an additional 10 months and 15 days, and subsequently for one year, with proper public notice and a public hearing. In accordance with Government Code Section 65858(d), a written report describing the measures taken to alleviate the conditions that led to the Urgency Ordinance is required and must be published before the Urgency Ordinance's expiration or extension.

II. RECOMMENDATION

TAKE the following actions:

1. **WAIVE** further reading and **ADOPT** Urgency Ordinance No. 25-2521U, "AN INTERIM URGENCY ORDINANCE OF THE CITY OF CARSON, CALIFORNIA, ENACTED PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 65858 ESTABLISHING A 45-DAY TEMPORARY MORATORIUM ON THE ESTABLISHMENT OR EXPANSION OF CARWASHES WITHIN CITY LIMITS DURING THE PENDENCY OF THE CITY'S REVIEW AND ADOPTION OF PERMANENT ZONING REGULATIONS FOR SUCH USES," by at least a 4/5ths vote.
2. **DIRECT** the City Manager to have the Community and Economic Development Department and Planning Commission review the City's development standards and land use regulations for Car Washes, conduct research on the economics of Car Washes, and survey land use regulations and development standards for Car Washes in other cities.

III. ALTERNATIVES

TAKE such other action as the City council deems appropriate consistent with the requirements of the law.

IV. BACKGROUND

There are three common types of car washes: full service, express, and ancillary facilities. Full-service car washes are usually stand-alone facilities with employees either hand washing or detailing vehicles. Express car washes are usually fully automated car wash facilities with or without self-serve vacuum stalls. Ancillary facilities are typically automated facilities that are associated with gas stations, and more commonly called drive-thru car washes. There are currently no City-wide regulations in effect regarding the operational and locational standards for car washes of any type. This proposed moratorium will not apply to temporary car washes (e.g. Fundraising activities generally conducted at a service station or other automotive-related business, where volunteers wash vehicles by hand and the duration of the event is limited to one day).

The City currently has eight car washes, including three full-service facilities, four express facilities, and one facility attached to gas stations, minimarts, and other auto related services. Moreover, the City has an additional two car washes that have received building permits but have not yet opened.

The proposed ordinance contains the following exemptions from the proposed moratorium: "any existing Car Wash facility shall be allowed to obtain their annual City business license. Additionally, permits may be issued for minor construction, rehabilitation, and landscaping, or other purposes not involving an expansion of building area. Any Car Wash facilities under construction with a valid building permit or any car wash facility approved by the Planning Commission as of the effective date of this Urgency Ordinance shall be exempt from this Urgency Ordinance."

During the effective period of the moratorium (if approved), staff intends to study the issues associated with car washes to determine which locations are most appropriate for the use, and the types of development standards that should be imposed on their operation to mitigate any potential impacts. This includes reviewing land use definitions for car washes to determine if revisions are needed, evaluating all land use districts in which car washes are permitted or conditionally permitted for suitability and studying development standards and best practices from other jurisdictions to determine if they would be appropriate for adoption within the City.

Further, staff believes that continued approval of entitlements, building permits, or other approvals for new or expanded car washes poses a current and immediate threat to the public health, safety or general welfare. Without further regulation, there is the potential for significant negative impacts by the development of new car washes or the expansion of existing car washes that cannot be mitigated.

Pursuant to Government Code Section 65858, a City may adopt an interim ordinance, prohibiting any uses that may be in conflict with a contemplated general plan, specific plan, or zoning proposal that the legislative body, planning commission or the planning department is considering or studying or intends to study within a reasonable time, for the immediate preservation of the general health, safety or welfare, provided the ordinance contains a declaration of the facts constituting the urgency, and is passed by not less than a four-fifths (4/5) vote of the City Council.

Environmental Review

The proposed Urgency Ordinance is exempt from review under the California Environmental Quality Act (California Public Resources Code 21000, et seq., "CEQA"). Section 15378 of the CEQA Guidelines provides that an activity is a project subject to CEQA when action that has the potential for resulting in physical change to the environment, either directly or indirectly. The proposed Urgency Ordinance is not a project subject to CEQA, as it does not have such potential. Additionally, Section 15061(b)(3) of the CEQA Guidelines provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment and does not apply where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. Here, it can be seen with certainty that there is no possibility the proposed Urgency Ordinance may have a significant effect on the environment, as it merely establishes a 45-day moratorium on establishment or expansion of car washes in the City.

V. FISCAL IMPACT

There is no fiscal impact associated with this action.

VI. EXHIBITS

1. Urgency Ordinance No. 25-2521U

Attachments

Ordinance No. 25-2521U [Car Wash Moratorium Urgency Ordinance]

URGENCY ORDINANCE NO. 25-2521U

AN INTERIM URGENCY ORDINANCE OF THE CITY OF CARSON, CALIFORNIA, ENACTED PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 65858 ESTABLISHING A 45-DAY TEMPORARY MORATORIUM ON THE ESTABLISHMENT OR EXPANSION OF CARWASHES WITHIN CITY LIMITS DURING THE PENDENCY OF THE CITY'S REVIEW AND ADOPTION OF PERMANENT ZONING REGULATIONS FOR SUCH USES

WHEREAS, the City of Carson ("City") has the authority, under its police power, to enact regulations for the public peace, morals, and welfare of the City pursuant to California Constitution Article XI, section 7; and

WHEREAS, the City has a compelling interest in protecting the public health, safety, and welfare of its citizens, residents, visitors and businesses, and in preserving the peace and quiet of the neighborhoods within the City by regulating the establishment and expansion of Car Washes (as defined in this Ordinance below) within City limits; and

WHEREAS, the City is responsible for adopting and implementing land use regulations within its boundaries; and

WHEREAS, City of Carson Municipal Code ("CMC") section 9138.14(F) establishes standards for automobile/vehicle washing facilities; and

WHEREAS, CMC section 9138.15 requires vehicle washing and detailing services to be screened from public right-of-way along streets within the Commercial Automotive District Zone and residential areas; and

WHEREAS, CMC section 51005 requires commercial conveyor car wash systems to install and operate recirculating water systems; and

WHEREAS, the City's current Zoning Code prohibits Car Washes in or within 100 feet of residential zones, as well as in the Downtown Mixed Use zone, and requires Conditional Use Permits in other zones; and

WHEREAS, the City's existing development standards for Car Washes are insufficient and, together with the City's current land use regulations, could result in establishment of Car Wash uses that are detrimental to public health, safety and welfare of nearby residents and business and a proliferation or oversaturation of said uses within the City; and

WHEREAS, the establishment and proliferation of Car Washes throughout the City without sufficient regulation presents a current and immediate threat to public health, safety, or welfare because Car Washes generate undesirable conditions for adjacent properties as a result of noisy, large-scale industrial equipment including vacuums, pumps, pressurized sprayers, dryers, engines and car stereos. In addition the use increases vehicle traffic in the immediate vicinity, and

can cause runoff of chemicals. Finally, airborne mist, odors from chemicals and vehicle exhaust are also a result of such uses; and

WHEREAS, absent sufficient regulation, the establishment, proliferation and oversaturation of Car Washes in the City poses a threat to the public peace, health, and safety, and, unless the City takes action to regulate, the impacts described above are likely to continue to occur; and

WHEREAS, the City desires to regulate Car Washes to ensure that public right-of-ways and public property remain free of public nuisances, are safe and accessible for all users, are clear of conditions that pose threats to public health, safety, and welfare, to ensure that future development is undertaken in a manner consistent with the City's General Plan, and to ensure that Car Wash Operators comply with State and City regulations that inure to the public's health, safety, and welfare; and

WHEREAS, the City anticipates that Car Wash operators may seek to establish additional Car Washes, or desire to expand existing Car Washes before a non-urgency ordinance would become effective; and

WHEREAS, City Charter Section 313 and Government Code Section 65858 expressly authorize the City Council to adopt an urgency ordinance for the immediate preservation of the public peace, health, or safety, and to prohibit a use that is in conflict with a contemplated general plan, specific plan, or zoning proposal that the legislative body, planning commission or the planning department is considering or studying or intends to study within a reasonable time; and

WHEREAS, City staff require time to study and develop appropriate regulations for Car Wash Operators consistent with State and federal law; and

WHEREAS, pursuant to the above-described express statutory authority and its police power, the City Council desires, on an interim urgency basis, to temporarily prohibit establishment of new, or expansion of existing, Car Washes within the City.

WHEREAS, all legal prerequisites to the adoption of this Ordinance have occurred.

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

SECTION 1. **FINDINGS**

The City Council finds the facts set forth in the recitals in this Urgency Ordinance are true and correct, and are hereby incorporated by reference. Additionally, based on the foregoing, both verbal and written testimony at the public hearing, including the staff report, exhibits, and any materials provided by members of the public, the City Council finds as follows:

A. The City Council is adopting this Ordinance in order to allow the City time to thoroughly study and develop the City's laws, rules, procedures, and fees related to the development, operation and establishment of Car Washes to enable the City of Carson (hereafter,

the "City") to adequately and appropriately preserve the health, safety, and welfare of the community in the City.

B. For the purposes of this Ordinance, "Car Washes" shall include all full service, express, and ancillary facilities in the City. Full-service car washes are usually stand-alone facilities where employees either hand wash or detail vehicles. Express car washes are usually fully automated car wash facilities with or without accompanying self-serve vacuum stalls. Ancillary facilities are typically automated facilities that are associated with gas stations, and more commonly called drive-thru car washes. Further, the definition shall also include permanent, drive-through, automated self-service, and/or attended car washing establishments, including fully mechanized facilities and/or detailing services. This ordinance is intended to apply to Car Washes that are either the primary use or the accessory use of the relevant parcel. Temporary car washes (*e.g.*, fundraising activities generally conducted at a service station or other automotive-related business, where volunteers wash vehicles by hand and the duration of the event is limited to one day) are not part of this definition.

C. For purposes of this Ordinance, "Car Wash Operator" shall mean a person that manages and/or operates a Car Wash, whether for profit or not.

D. The City finds that in the absence of a sufficient regulatory framework to govern Car Washes, the adverse impacts frequently associated with Car Washes likely will occur, resulting in unregulated and significant negative impacts upon the public health, safety, and welfare of the community.

E. The City finds that the adverse impacts from Car Washes include the following:

(1) The establishment and proliferation of Car Washes throughout the City without sufficient regulation presents an immediate threat to public health, safety, or welfare because Car Washes generate undesirable conditions for adjacent properties as a result of use noisy, large-scale industrial equipment including vacuums, pumps, pressurized sprayers, dryers, engines, and car stereos; and

(2) The use tends to increase vehicle traffic in their immediate vicinity, and can cause runoff of chemicals onto public property or adjacent private property; and

(3) Airborne mist, and odors from chemicals and vehicle exhaust are also a result of such uses; and

F. The City also finds that Car Washes could have a negative economic impact for the City absent sufficient regulation, as follows:

(1) The use provides little economic benefit to the City or City residents, as there are minimal sales tax revenues associated with the use, few employees hired, and typical wages paid would not increase the City's overall median income; and

(2) The continued establishment of new Car Washes will result in the immediate loss of potential revenues to the City and the immediate loss of desirable commercial and/or manufacturing sites throughout the City.

G. The City needs time to draft a proposed text amendment to the Zoning Code to preserve the health, safety, and welfare of the community in the City with respect to the operation of Car Washes.

SECTION 2. CEQA COMPLIANCE

Pursuant to the California Environmental Quality Act Guidelines ("CEQA," California Code of Regulations Title 14, §§ 15000 *et seq*.), this Interim Urgency Ordinance is exempt from CEQA based on the following: (i) this Interim Urgency Ordinance is not a project within the meaning of CEQA Section 15378 because it has no potential for resulting in physical change to the environment, either directly or indirectly; and (ii) this Interim Urgency Ordinance is also exempt pursuant to CEQA Section 15061(b)(3) because it merely establishes a 45-day temporary moratorium on the establishment and expansion of Car Washes, and thus it can be seen with certainty that there is no possibility that this ordinance may have a significant effect on the environment.

SECTION 3. AUTHORITY AND EFFECT

The State Planning and Zoning Law (Cal. Gov't Code Sections 65000, *et seq.*) and the City's Charter broadly empower the City to plan for and regulate the use of land in order to provide for orderly development, the public health safety and welfare, and a balancing of property rights and the desires of the community and how its citizens envisions their city.

SECTION 4. MORATORIUM

A. During the Effective Period of this Ordinance as specified below, no permit shall be issued for any development or use of any new Car Wash, nor may a permit be issued for the expansion of an existing Car Wash, within the City. The foregoing shall explicitly prohibit the issuance of any zoning, land use, discretionary permit, building permit, environmental approval, business license, or any other entitlement involving businesses defined as a Car Wash herein during the Effective Period.

B. Notwithstanding the foregoing, any existing Car Wash facility shall be allowed to obtain their annual City business license. Additionally, permits may be issued for minor construction, rehabilitation, and landscaping, or other purposes not involving an expansion of building area. Any Car Wash facilities under construction with a valid building permit or any car wash facility approved by the Planning Commission as of the effective date of this Urgency Ordinance shall be exempt from this Urgency Ordinance.

SECTION 5. STUDY AND DEVELOPMENT

During the Effective Period of this Ordinance, the City shall study and develop as necessary City laws, rules, procedures, and fees related to Car Washes to enable the City to adequately and appropriately preserve the health, safety, and welfare of the community in the City. Pursuant to Government Code Section 65858, the Planning Manager will issue a report for the legislative body on what has been accomplished during the moratorium before it expires or is extended.

SECTION 6. URGENCY MEASURE

It is hereby declared that this Ordinance is necessary as an urgency measure for the immediate preservation of public peace, health, safety, and welfare. The City Council finds that its current zoning regulations and land use plans do not adequately regulate the development, establishment and operation of Car Washes and therefore do not adequately protect the peace, health, safety, and general welfare of the residents of the City or in communities around the City. The City Council finds the urgency measure is necessary in order to ensure adequate regulation of the development and operation of Car Washes. The facts constituting the urgency are:

The City does not currently have sufficient standards in the Carson Municipal Code related specifically to the development, establishment and expansion of Car Washes within the City.

The negative impacts frequently associated with operation of Car Washes will likely increase as insufficiently regulated Car Washes continue to proliferate throughout the City, resulting in a significant negative impact upon public health, safety, and welfare of the community.

To permit the establishment and proliferation of Car Washes to continue within the City without specific regulations that are consistent with the General Plan, and that take into account the detrimental impacts that such establishments can have if not sufficiently regulated, constitutes a threat to the public health, safety, and welfare. Car Washes generate undesirable conditions for adjacent properties. Airborne mist, odors from chemicals and vehicle exhaust, and noise from vacuums, pumps, pressurized sprayers, dryers, engines, and car stereos are examples of common impacts generated by these uses. The impacts can be detrimental to the quality of life for adjacent residents and disruptive to adjacent businesses. Allowing the continued establishment of Car Washes without carefully tailored regulations will result in the immediate potential for disruptions to the quality of life for adjacent residents and businesses.

Car Wash facilities in the community can result in loss of potential revenue to the City and provide the City with little economic benefit, as there are minimal sales tax revenues associated with Car Wash operations, and therefore can have a negative economic impact on the City and its ability to deliver needed public services if left insufficiently regulated.

Car Wash facilities hire few employees and typical wages paid at Car Wash facilities would not increase the City's overall median incomes. Car Washes therefore would not bolster employee densities in commercial and manufacturing zones or increase the per capita median income of the community. Allowing the continued establishment of Car Washes under the existing zoning ordinance will result in the immediate loss of potential income to City residents and reduce potential employment opportunities throughout the City.

Car Wash Operators are likely to seek to establish or expand Car Washes in the City based on the lack of clear and sufficient regulations, which will further exacerbate the impacts of such businesses.

Absent the adoption of this Interim Urgency Ordinance, the continued establishment and proliferation of Car Washes in the City under the current zoning ordinance would likely result in the negative and harmful secondary effects, as identified above, including, but not limited to,

increased noise, traffic, pollution, public health and safety concerns, and other impacts identified herein.

As a result of the negative and harmful secondary effects associated with insufficiently regulated development and operation of Car Washes, the current and immediate threat such effects pose to the public health, safety and welfare, it is necessary to adopt a temporary, forty-five (45) day moratorium on the establishment of new Car Washes and the expansion of existing Car Washes in the City.

A moratorium is immediately required to preserve the public health, safety, and welfare and should be adopted immediately as an urgency ordinance to make certain that the establishment and expansion of Car Washes is prohibited for the period of this Ordinance. Imposition of a moratorium will allow the City sufficient time to conclude the preparation of a comprehensive ordinance for the regulation of such activities.

SECTION 7. SEVERABILITY

The City Council hereby declares that if any provision, section, subsection, paragraph, sentence, phrase, or word of this Ordinance is rendered or declared invalid or unconstitutional by any final action in a court of competent jurisdiction or by reason of any preemptive legislation, then the City Council would have independently adopted the remaining provisions, sections, subsections, paragraphs, sentences, phrases, or words of this Ordinance, and as such they shall remain in full force and effect.

SECTION 8. EFFECTIVENESS OF ORDINANCE.

This Ordinance shall take effect immediately upon its adoption by a 4/5 vote, pursuant to the authority conferred upon the City Council by City Charter Section 313 and Government Code Section 65858. This Ordinance shall be effective during the Effective Period, which shall be from its adoption and shall be of no further force and effect forty-five (45) days following the date of its adoption, unless extended in accordance with the provisions set forth in Government Code Section 65858(b).

SECTION 9. PUBLICATION

The City Clerk shall certify as to the passage and adoption of this Interim Urgency Ordinance and shall cause the same to be published in a manner prescribed by law.

[SIGNATURES LOCATED ON THE FOLLOWING PAGE]

PASSED, **APPROVED** and **ADOPTED** by the City Council of the City of Carson, California at a regular meeting on this 2nd day of December, 2025.

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

Sunny Soltani, City Attorney

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

I, Khaleah K. Bradshaw, City Clerk of the City of Carson, do hereby certify that the foregoing Ordinance, being Urgency Ordinance No. 25-2521U, was duly passed and approved by the City Council of the City of Carson at a regular meeting of said Council held on the 2nd day of December, 2025, by the following vote:

AYES: NOES:
ABSENT:
ABSTAIN:

Khaleah K. Bradshaw, City Clerk

File #: **Version:**

Report to Honorable Mayor and City Council

Tuesday, December 2, 2025, 5:00 PM

DISCUSSION 32.

To: Honorable Mayor and City Council

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

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.

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 November 8, 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

None

Attachments

Exhibit 1 - December 2, 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:	Cac Le, Council Aide x1722
Support Staff:	

		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
Vacant (JD)			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)	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)		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

[38] Transportation and Dial-A-Ride Services Ad Hoc Committee
Established by Minute Order on 11-05-25

	Appointed
Mayor Pro Tempore Hicks, Sr.	11-05-25
Councilmember Dr. Hilton	11-05-25

VI. CITY AFFILIATED ORGANIZATIONS

[39] California Contract Cities Association

		Appointed
Mayor Pro Tempore Hicks, Sr.	Delegate	12-03-24
Mayor Davis-Holmes	Alt.	12-03-24

[40] 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

[41] County of Los Angeles Public Library Commission

		Appointed
Mayor Davis-Holmes	Delegate	12-03-24

[42] 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

[43] 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

[44] 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

[45] 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

[46] 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

[47] 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

[48] 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

[49] 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

[50] 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

[51] 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

[52] West Basin Water Association

		Appointed
Mayor Davis-Holmes	Delegate	12-03-24
Mayor Pro Tempore Hicks, Sr.	Alt.	01-26-21

Report to Honorable Mayor and City Council

Tuesday, December 2, 2025, 5:00 PM

ORDINANCE SECOND READING 33.

To: Honorable Mayor and City Council

From: Nathan Freeman, Director of Community and Economic Development CD Building & Safety

Subject: CONSIDER SECOND READING AND ADOPTION OF ORDINANCE NO. 25-2520 AMENDING THE CITY OF CARSON MUNICIPAL CODE BY MODIFYING ARTICLE VIII ADOPTING BY REFERENCE THE 2025 CALIFORNIA BUILDING, RESIDENTIAL, ELECTRICAL, MECHANICAL, PLUMBING, ENERGY, HISTORICAL BUILDING, EXISTING BUILDING AND GREEN BUILDING STANDARDS CODES WITH CERTAIN AMENDMENTS, ADDITIONS AND DELETIONS THERETO

I. SUMMARY

This item is for a public hearing and consideration of second reading and adoption of an ordinance to adopt by reference the 2025 California Building, Residential, Electrical, Mechanical, Plumbing, Energy, Historical Building, Existing Building and Green Building Standards Codes, with certain local amendments. Chapter 1, Chapter 2, Chapter 3 and Chapter 4 of CMC Article VIII would be repealed and replaced with new Chapter 1 through 4. CMC Article VIII would be reorganized by establishing a new chapter dedicated to the administration of Building Codes, a new chapter dedicated for codes adopted by reference and a new chapter dedicated to state-mandated ordinances and programs.

II. RECOMMENDATION

TAKE the following action:

1. CONDUCT a Public Hearing; and
2. CONDUCT a Second Reading by title only and with further reading waived, and ADOPT Ordinance No 25-2520, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING CHAPTERS 1, 2, 3, AND 4 OF ARTICLE VIII OF THE CARSON MUNICIPAL CODE TO ADOPT BY REFERENCE THE 2025 EDITIONS OF THE CALIFORNIA BUILDING CODE, VOLUME 1 & 2, CALIFORNIA RESIDENTIAL CODE, CALIFORNIA ELECTRICAL CODE, CALIFORNIA MECHANICAL CODE, CALIFORNIA PLUMBING CODE, CALIFORNIA ENERGY CODE, CALIFORNIA HISTORICAL BUILDING CODE, CALIFORNIA EXISTING BUILDING CODE, AND THE CALIFORNIA GREEN BUILDING STANDARDS CODE, WITH CERTAIN AMENDMENTS, ADDITIONS AND DELETIONS THERETO."

III. ALTERNATIVES

In the event the 2025 California Codes with any local amendments are not adopted and effective by January 1, 2026, the 2025 California Codes without local amendments would take effect in the City by operation of law on January 1, 2026, and remain in effect without local amendments until such time as any local amendments are adopted and effective.

IV. BACKGROUND

On November 18, 2025, the City Council conducted a first reading and introduced the proposed Ordinance No. 25-2520. The Staff report dated November 18, 2025 is Exhibit No. 2.

V. FISCAL IMPACT

Approval of this item will not have an impact on the Fiscal Year 2025-2026 City Budget.

VI. EXHIBITS

1. Ordinance No. 25-2520
2. Staff Report Dated November 18, 2025

Attachments

Exhibit 1 - Ordinance No. 25-2520

Exhibit 2 - Staff Report - November 18, 2025

ORDINANCE NO. 25-2520

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING CHAPTERS 1, 2, 3, AND 4 OF ARTICLE VIII OF THE CARSON MUNICIPAL CODE TO ADOPT BY REFERENCE THE 2025 EDITIONS OF THE CALIFORNIA BUILDING CODE, VOLUME 1 & 2, CALIFORNIA RESIDENTIAL CODE, CALIFORNIA ELECTRICAL CODE, CALIFORNIA MECHANICAL CODE, CALIFORNIA PLUMBING CODE, CALIFORNIA ENERGY CODE, CALIFORNIA HISTORICAL BUILDING CODE, CALIFORNIA EXISTING BUILDING CODE, AND THE CALIFORNIA GREEN BUILDING STANDARDS CODE, WITH CERTAIN AMENDMENTS, ADDITIONS AND DELETIONS THERETO

WHEREAS, California law requires that on January 1, 2026, all portions of the 2025 California Building Standards Code (California Code of Regulations Title 24) (the "Codes") will be effective within the City of Carson (the "City"); and

WHEREAS, Health and Safety Code Section 17958.5(a) authorizes the City to make modifications or changes to the Codes when reasonably necessary due to local climatic, geological, or topographical conditions; and

WHEREAS, Health and Safety Code Section 17958.7 requires that the City Council, prior to making any modifications or changes to the Codes, shall make an express finding that such changes or modifications are reasonably necessary because of local climatic, geological or topographical conditions; and

WHEREAS, the City shall file the amendments, additions or deletions with California Building Standards Commission; and

WHEREAS, the City's Building Official has recommended modifying certain parts of California Code of Regulations Title 24 due to local conditions in the City; and

WHEREAS, the findings supporting the necessity for the amendments to the Codes herein are contained in Exhibit "B" to this Ordinance in accordance with California Health and Safety Code Section 17958, 17958.5, 17958.7, and 18941.5 and are incorporated by reference herein; and

WHEREAS, the City Council has considered whether certain recommended modifications to the Codes are necessary in the City due to local climatic, geological, or topographical conditions; and

WHEREAS, a duly noticed public hearing was conducted on December 2, 2025 prior to the adoption of this Ordinance, and all legal prerequisites to the adoption of this Ordinance have taken place.

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 hereby incorporated into this Ordinance as findings of fact.

SECTION 2. CEQA. This Ordinance is not subject to the requirements of the California Environmental Quality Act ("CEQA") because: (1) it does not constitute a "project" under CEQA Guidelines Section 15378(b)(2) in that it constitutes general policy and procedure making; (2) it does not constitute a "project" under CEQA Guidelines Section 15378(b)(5) in that it constitutes organizational or administrative activities that will not result in direct or indirect physical changes in the environment, and (3) in the alternative, it is exempt from CEQA pursuant to CEQA Guidelines Section 15060(c)(2), since the activity will not result in direct or reasonably foreseeable indirect physical change in the environment, and Section 15061(b)(3), since it can be seen with certainty that there is no possibility that this Ordinance will have a significant effect on the environment, because (without limitation) the Ordinance merely adopts the updated statewide regulations and carries forward the City's existing local amendments (without substantive change) for the construction of buildings in the City, and does not approve or commit the City to any particular project.

SECTION 3. FINDINGS. The City Council has duly considered Climatic Conditions, Topographic Conditions, and Geological Conditions, as documented in Exhibit "B," and all information presented to it, including written staff reports and any testimony provided at the public hearing, with all testimony received being made a part of the public record.

SECTION 4. ADOPTION. The City Council hereby adopts by reference, and amends where necessary, the 2025 editions of the California Building Code, Volume 1 & 2, California Residential Code, California Electrical Code, California Mechanical Code, California Plumbing Code, California Energy Code, California Historical Building Code, California Existing Building Code, and the California Green Building Standards Code, with certain amendments, additions and deletions thereto to the Carson Municipal Code. Therefore, as set forth in Exhibit "A" of this Ordinance, the Carson Municipal Code is hereby amended by repealing and replacing the current Chapters 1, 2, 3, and 4 of Article VIII "Building Regulations – Sewage and Waste" of the Carson Municipal Code with the following new sections:

1. Article VIII Chapter 1 - Building Code Administration
2. Article VIII Chapter 2 - California Codes Adopted
3. Article VIII Chapter 3 - Reserved
4. Article VIII Chapter 4 - State Required Streamlined Permitting

Except as otherwise specifically provided in this Ordinance, all other provisions of Article VIII "Building Regulations – Sewage and Waste" of the Carson Municipal Code shall remain the same.

SECTION 5. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases or portions thereof may be declared invalid or unconstitutional.

SECTION 6. EFFECTIVE DATE. This Ordinance shall be in full force and effect thirty (30) days after its adoption.

SECTION 7. CERTIFICATION. The City Clerk shall certify to the adoption of this Ordinance, and shall cause the same to be posted and codified in the manner required by law. The City Manager or designee shall file this Ordinance with the California Building Standards

Commission.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council on this 2nd day of December, 2025.

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

Sunny K. Soltani, City Attorney

EXHIBIT A

1. **Chapter 1, Chapter 2, Chapter 3 and Chapter 4 of Article VIII repealed and replaced with new Chapter 1, Chapter 2, Chapter 3 and Chapter 4, to read as follows:**

ARTICLE VIII - BUILDING REGULATIONS – SEWAGE AND WASTE

"**CHAPTER 1 BUILDING CODE ADMINISTRATION**

8100 Purpose.

The purpose of this section is to establish certain administrative procedures for the enforcement of building standards specific to the City. All other administrative provisions not addressed herein shall be governed by Chapter 1, Division II of the California Building Code, as incorporated by reference.

8102 Permit required.

No person shall erect, construct, enlarge, alter, repair, move, improve, remove, connect, convert, demolish, or equip any building, structure, or portion thereof, perform any grading, or cause the same to be done, without first obtaining a separate permit for each such building, structure or grading from the Building Official.

The issuance of a permit without first requiring a plan review shall not prevent the Building Official from requesting plans deemed necessary to verify that the work performed under said permit complies with this Code and all relevant laws, ordinances, rules and regulations.

No person shall install, alter, repair, move, improve, remove, connect any automatic fire-protection system regulated by this Code, or cause the same to be done, without first obtaining a separate permit for each such building or structure from the Building Official. All structures and devices installed for the protection of pedestrians, regardless of location, are subject to the permit requirements of this section.

8103 Work exempt from permit. Exemption from the permit requirements of this Code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this Code, other laws, ordinances, or regulations, or required approvals from other City Departments and State and federal agencies.

A. Building: A building permit shall not be required for the following:

Unless otherwise exempted, separate plumbing, electrical and mechanical permits will be required for the below-exempted items.

1. Work not regulated by the Building Code, except where deemed necessary by the Building Official to enforce other Federal and/or State Laws, State disabled access requirements, or to enforce City ordinances or policies.
2. Painting; wallpapering; installing carpet, vinyl, tile, and similar floor coverings, cabinets, counter tops and similar finish work where disabled access requirements do not apply.

3. Repairing broken window glass not required by the Building Code to be safety or security glazing.
4. One-story detached accessory buildings used as tool and storage sheds, shade structures, pump houses, and similar uses, provided the gross floor area does not exceed 120 square feet (11.15 m²), the height does not exceed 12 feet (3.69 m), and the maximum roof projection does not exceed 24 inches (610 mm).
5. Chain-link, wrought-iron and similar fences not more than 12 feet in height.
6. Masonry, concrete, wood and similar fences not more than 6 feet in height.
   Exception: Wood fences not more than 8 feet in height with 60 percent or more of the fence open and incapable of being loaded by wind.
7. Retaining walls that retain not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding a Class I, II, or III-A liquids.
8. Ground-mounted radio and television antenna towers that do not exceed 45 feet in height and ground-supported dish antennas not exceeding 15 feet in height above finished grade in any position.
9. Light standards which do not exceed 30 feet (9,144 mm) in height.
10. Flagpoles not erected upon a building and not more than 15 feet (4,572 mm) high.
11. Tanks not storing hazardous material as defined in the Fire Code provided that:
    a. Steel tanks are supported on a foundation not more than 2 feet (610 mm) above grade and the overall height to diameter or width does not exceed 1½ times the diameter.
    b. Water tanks constructed of materials other than steel, including cisterns and rain barrels, are supported directly on grade, the overall height to diameter or width does not exceed 1½ times the diameter, and the capacity does not exceed 5000 gallons (18925 L).
12. Gantry cranes and similar equipment.
13. Motion picture, television and theater stage sets and scenery. Buildings or structures constructed as part of a set or as scenery shall not be occupied or used for any other purpose.
14. A playhouse or tree house provided that:
    a. It does not exceed 64 square feet (5.94 m 2) in area nor 8 feet (2438 mm) in height from floor to roof.
    b. The ceiling height as established by door height or plate line does not exceed 6 feet (1829 mm).
15. Canopies or awnings, completely supported by the exterior wall, attached to a Group R-3 or U Occupancy, and extending not more than 54 inches (1372 mm) from the exterior wall of the building, and not encroaching into the public right-of-way or any required fire separation distance specified by this Code.
16. Sheds, office or storage buildings, and other structures that are less than 1,500 square feet (139 m²) and incidental to work authorized by a valid grading or building permit. Such structures must be removed upon expiration of the permit or completion of the work covered by the permit.
17. Oil derricks.
18. Decks, walks and driveways not more than 30 inches (762 mm) above grade and not over any basement or story below, and which are not part of an accessible route.

19. Prefabricated swimming pools and other bodies of water accessory to a Group R-3 Occupancy that are less than 18 inches (0.46 m) deep, or do not exceed 5,000 gallons (18,927 L) and are installed entirely above adjacent grade.
20. Playground equipment.
21. One-story detached animal cages and kennels, chicken coops, and animal pens provided the gross floor area does not exceed 300 square feet (37.2 m²) and the height does not exceed 6 feet (1.8 m) and at least one horizontal dimension does not exceed 12 feet (3.69 m).
22. Non-combustible livestock shelters provided that the gross floor area does not exceed 300 square feet (27.9 m²), the height does not exceed 12 feet (3.69 m), and at least 3 sides are each a minimum of 65 percent open.
23. Nonfixed and movable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches (1753 mm) in height.

B. Electrical. An electrical permit shall not be required for the following:

1. Minor repair work, such as the replacement of lamps, switches, receptacle devices, sockets, and the like, or the connection of portable motor and appliances to suitable receptacles which have been permanently installed.
2. The wiring for temporary theater, motion picture or television stage sets.
3. Electrical wiring, devices, appliances, apparatus, or equipment operating at less than 25 volts and not capable of supplying more than 50 watts of energy.
4. Low-energy power, control, and signal circuits are not an integral part of an appliance and in which the power is limited from a source having a rated output of not more than 30 volts and 1,000 volt-amperes.
5. Temporary decorative lighting.
6. The installation of temporary wiring for testing or experimental purposes within suitable facilities.
7. Replacement of over-current devices of the same type and the same rating.
8. Portable generators, portable motors, appliances, tools, power outlets, and other portable equipment connected by means of a cord or cable having an attachment plug.
9. Private telephone, intercom, sound and communication systems; provided, however, that the above system(s) do not exceed the value as indicated in (c) and (d) of this section. A permit shall be obtained for the power supplies required by the above systems.

C. Mechanical: A mechanical permit shall not be required for the following:

1. Any portable heating appliance.
2. Any portable ventilating equipment.
3. Any portable cooling unit.
4. Any steam, hot, or chilled water piping within any heating or cooling equipment regulated by this Code.
5. Replacement of any component part or assembly of an appliance which does not alter its original approval and complies with other applicable requirements of this Code.
6. Any portable evaporative cooler.
7. Any refrigerating equipment which is a part of the equipment for which a permit has been issued pursuant to the requirements of this Code.
8. Any unit refrigerating system.

D. Plumbing. A Plumbing permit shall not be required for the following:

1. Clearing of stoppages and stopping of leaks which do not involve the replacement of any plumbing (including fixtures, traps, tailpieces and valves), drainage piping, vent piping, waste piping, soil piping, water piping or gas piping.
2. Change of residential plumbing fixtures which do not involve the replacement of the existing waste and vent piping excluding the trap, to include, residential toilets, residential bathroom hand sinks, bathtub and residential kitchen sinks.
3. Connection of any appliance approved for and intended to be connected by flexible gas piping to a gas shutoff valve which was previously permitted and inspected under a valid Plumbing permit.

8104 Expiration and Extension of Applications

A. Expiration of Applications. A plan check application shall expire and become null and void if a permit is not issued within one (1) year from the date of application. Upon expiration, the Building Official may dispose of the submitted plans, calculations, and related documents. The Building Official may, at their discretion, grant one or more extensions of time, each not to exceed one hundred eighty (180) days, provided that:

1. The applicant submits a written request demonstrating that the delay was due to circumstances beyond the applicant's control.
2. For extensions requested prior to expiration, the request is submitted before the expiration date.
3. For extensions requested after expiration, the request is submitted within twelve (12) months following the date of expiration.
4. An extension fee, in an amount determined by the Building Official, not to exceed twenty-five percent (25%) of the original plan check fee, is paid for each extension; and
5. The total cumulative extension period shall not exceed two (2) years from the original expiration date, with extensions issued only in increments not exceeding one hundred eighty (180) days, and a separate extension fee required for each extension granted.
6. Any extension granted after expiration shall be deemed a continuation of the original application and shall not constitute a reissuance or a new application.
7. Once an application, including any extension thereof, has expired without further extension, the applicant shall file a new application, submit new plans and calculations, and pay all applicable fees in accordance with the codes and regulations then in effect.

B. Expiration of Permits. Every permit issued under the provisions of this Code shall expire by limitation and become null and void if any of the following conditions occur:

1. The work authorized by such permit is not commenced within one (1) year from the date of permit issuance; or
2. No required building inspection, as defined in this Code and as identified on the Job Record issued with the permit, is approved by the Building Official within one (1) year from the date of the last approved inspection.
3. Partial inspections, or inspections related solely to electrical, mechanical, plumbing, grading, or reroofing, shall not constitute a required building inspection unless such work is integral to the primary building permit.
4. Supplemental permits for electrical, grading, mechanical, plumbing, or reroofing shall remain valid so long as the associated primary building permit remains active.
5. The Building Official may, at their discretion, grant one or more extensions of time, each not to exceed one hundred eighty (180) days, to prevent or cure the expiration of a permit, provided that:

a. The permittee submits a written request demonstrating that the delay in progress was due to circumstances beyond the permittee's control;
b. For extensions requested prior to expiration, the request is submitted before the expiration date;
c. For extensions requested after expiration, the request is submitted within twelve (12) months following the date of expiration; and
d. An extension fee, in an amount determined by the Building Official, not to exceed twenty-five percent (25%) of the original permit fee, is paid for each extension.

6. Multiple extensions may be granted to cover the requested period of time; however, each extension shall be issued in increments not exceeding one hundred eighty (180) days, and a separate extension fee shall apply to each extension granted.
7. Any extension granted after expiration shall be deemed a continuation of the original permit and shall not constitute a reissuance or issuance of a new permit.
8. If no extension is granted, the permit shall remain expired and no further work shall be performed under that permit. The permittee shall be required to submit a new permit application, including all required plans and calculations, and pay all applicable fees in accordance with the codes and regulations then in effect.

8105 Fees and Refunds.

A. Fees. Notwithstanding the provisions of Chapter 2, fees for plan checks, inspections and other miscellaneous services are established by City Council Resolution and the amount of each and every fee set forth for plan checks, inspections and other code related services, shall be the fee set forth in the most current resolution of the City Council establishing fees pursuant to said Building Code. In the event no such resolution is in effect, said fees shall be twenty-five (25) percent greater than those set forth in the most current Los Angeles County, Building, Electrical, Mechanical and Plumbing Codes Fee Schedules.

B. Permit Fees. Permit fees shall be as specified per section 8105 (A) of this code. Permit fees shall be paid at the time of permit issuance.
An inspection fee may be assessed for reinspection, as determined by the Building Official, for any of the following reasons:

1. The portion of work for which inspection is requested is not complete;
2. Corrections given are not completed;
3. There is inadequate work site access preventing inspection;
4. The inspection record card is not posted or otherwise available on the work site:
5. The approved plans are not available for the inspector;
6. Work has deviated from the approved plans and has not been approved by the Building Official.

This Section is not to be interpreted as requiring additional inspection fees the first time a job is rejected for failure to comply with the requirements of this Code.

To obtain re-inspection, the applicant shall pay the re-inspection fee in advance. as determined per the fee resolution.

C. Plan Review fees for Buildings or Structures. When an application for a building permit is submitted for review, a fee shall be paid to the Building Official. Said fee shall be equal

to 85 percent of the building permit fee as specified per section 8105 (A) of this code. In addition to the aforementioned fees, the Building Official may require additional charges for review required by changes, additions or revisions of approved plans or reports, and for services beyond the first and second check due to changes, omissions or errors on the part of the applicant. The payment of said fees shall not exempt any person from compliance with other provisions of this Code. The fees specified in this Section are separate fees from the permit fees specified in Section 8105 (B)

D. Plan Check Fee Refunds. Plan check fees may be refunded up to a maximum of eighty percent (80%) of the original plan check fee, provided that:

1. No plan review has been performed;
2. A written request for a refund is submitted to the Building Official within one (1) year from the date of payment;
3. The refundable amount exceeds the equivalent of the minimum fee for the review of drawings and data which are sufficient to determine nature and scope of work in lieu of submittal of plans and specifications, as determined by the current adopted fee schedule.
4. The Building Official shall determine eligibility and the amount of any refund in accordance with these provisions.

E. Permit Fee Refunds. Permit fees may be refunded to a maximum of eighty percent (80%) of the original permit fee, provided that:

1. No portion of the work authorized by the permit has commenced; and
2. The permit has been cancelled; and
3. A written request for refund is submitted to the Building Official within one (1) year from the date of permit cancellation or expiration; and
4. The refundable amount exceeds the equivalent of the minimum fee for the review of drawings and data which are sufficient to determine nature and scope of work in lieu of submitting plans and specifications, as determined by the current adopted fee schedule.
5. Permit issuance fees are non-refundable. The Building Official shall determine eligibility and the amount of any refund in accordance with these provisions.

8106 Valuation.

The determination of value or valuation under any of the provisions of this code shall be made by the Building Official. Valuation shall be based on the type of construction, occupancy classification, and size of the project, and shall include all components of the permitted work, including structural elements, finishes, roofing, mechanical, electrical, plumbing, fire protection systems, and other permanently installed features or equipment.

In establishing valuation, the Building Official may reference the most current Building Valuation Data (BVD) published by the International Code Council or other similar industry data sources. These references are intended to provide a consistent and uniform basis for determining construction valuation for fee assessment purposes. The calculated valuation is not required to reflect actual or reported construction costs.

8107 Certificates.

A. Certificate of Occupancy. Upon passing final inspection and demonstrating compliance with this Code, applicable laws, ordinances, rules, and regulations, and upon full payment of all required fees, the Building Official may issue a Certificate of Occupancy upon written request by the permit holder.

A Certificate of Occupancy shall include the following information:

a. The building permit number;
b. The address of the building or structure;
c. A description of the portion of the building covered by the certificate;
d. A statement that the described portion was inspected and found to comply with applicable codes and regulations for the intended occupancy and use classification;
e. The date of final approval; and
f. Any additional information deemed necessary by the Building Official.

B. Temporary Certificate of Occupancy. The Building Official may issue a Temporary Certificate of Occupancy for the use or occupancy of any portion of a building or structure prior to the completion of all permitted work, provided it is determined that no substantial hazard will result from such use or occupancy.

1. A Temporary Certificate of Occupancy shall:
   a. Specify the portion of the building or premises to be occupied;
   b. Be valid for an initial period of thirty (30) calendar days; and
   c. Be subject to a fee per 30-day period, as established by the adopted fee schedule.

2. If additional time is needed, the Building Official may, upon written request and justification, approve a longer duration by allowing multiple 30-day periods to be purchased in advance. The total authorized time shall be based on project-specific conditions and shall remain at the discretion of the Building Official.

3.Upon expiration of a Temporary Certificate of Occupancy and any approved extensions, no portion of the building or premises shall be occupied until final approval, or a Certificate of Occupancy is issued.

8108 Recordation Of Violation.

1. General. The Building Official may record a notice with the County Recorder's Office that a property, building, or structure, or any part thereof, is in violation of any provision of this Code provided that the provisions of this Section are complied with. The remedy provided by this Section is cumulative to any other enforcement actions permitted by this Code.

2. Recordation. If (1) the Building Official determines that any property, building, or structure, or any part thereof is in violation of any provision of this Code; and if (2) the Building Official gives written notice as specified below of said violation; then the Building Official may have sole discretion to, at any time thereafter, record with the County Recorder's Office a notice that the property and/or any building or structure located thereon is in violation of this Code.

Following the recordation of the notice of violation the Building Official is not required to conduct an inspection or review of the premises to determine the continued existence of the cited violation. It is the responsibility of the property owner, occupant or other similarly interested private party to comply with the above provisions.

3. Notice. The written notice given pursuant to this Section shall indicate:

a) The nature of the violation(s); and

b) That if the violation is not remedied to the satisfaction of the Building Official, the Building Official may, at any time thereafter, record with the County Recorder's Office a notice that the property and/or any building or structure located thereon is in violation of this Code. The notice

shall be posted on the property and shall be mailed to the owner of the property as indicated on the last equalized County Assessment roll. The mailed notice may be by registered, certified, or first-class mail.

4. Rescission. Any person who desires to have recorded a notice rescinding the notice of violation must first obtain the necessary approvals and permit(s) to correct the violation. Once the Building Official determines that the work covered by such permit(s) has been satisfactorily completed, the Building Official may record a notice rescinding the prior notice of violation.

5. Costs. Any person that violates any provision of this Code shall be responsible for the costs of any and all Code enforcement actions taken by the Building Official in response to such violations. These costs shall be based as specified per section 8105 of this code.

6. Work without Permit. Whenever any work has been commenced without a permit as required by the provisions of this Code, a special investigation shall be made prior to the issuance of the permit. An investigation fee specified in section 8105 of this code, shall be collected for each permit so investigated.

Exception: When the Building Official has determined that the owner-builder of a one- or two-family dwelling, accessory building or accessory structure had no knowledge that a permit was necessary and had not previously applied for a permit from the Building Division of the City, the investigation fee shall be as specified in section 8105 of this code. The payment of the investigation fee shall not exempt any person from compliance with all other provisions of this Code or from any penalty prescribed by law.

7. Noncompliance Fee. If the Building Official, in the course of enforcing the provisions of this Code or any State law, issues an order to a person and that person fails to comply with the order within 15 days following the due date for compliance stated in the order, including any extensions thereof, then the Building Official shall have the authority to collect a noncompliance fee.

The noncompliance fee shall not be imposed unless the order states that a failure to comply within 15 days after the compliance date specified in the order will result in the fee being imposed. No more than one such fee shall be collected for failure to comply with an order.

8109 Violations and Penalties.

(a) Compliance with Code. No person, firm, or corporation shall erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use, occupy, or maintain any building, structure, or perform any grading within the City of Carson, or cause the same to be done, in a manner that conflicts with or violates any provision of this Chapter.

(b) Penalty. Any violation of any of the provisions of this Chapter shall be punishable as provided in Chapters 2 and 2.5 of Article I of the Carson Municipal Code.

CHAPTER 2 CALIFORNIA CODES ADOPTED

8210.1 Adoption of Building Code.

Except as hereinafter provided, Chapter 1, Division II through Chapter 35 and Appendices C, F, H, I, J, O, P and Q of the California Building Code, 2025 Edition (Part 2 of Title 24 of the California Code of Regulations), is hereby adopted by reference, and shall be known and may be cited as the Building Code of the City of Carson.

The administration of the Building Code shall be as set forth in Article VIII Chapter 1 of this Code.

In the event of any conflict between a provision of the California Building Code, 2025 Edition, or any amendment to the Building Code contained in the Carson Municipal Code, the provision contained in the latter listed document shall control.

Copies of the California Building Code, 2025 Edition, have been deposited in the office of the City Clerk of the City of Carson and shall be at all times maintained by the City Clerk for use and examination by the public.

8210.2 Amendment to Building Code.

Notwithstanding the provisions of Carson Municipal Code Section 8210.1, the Building Code is amended by amending the following sections of the California Building Code 2025 Edition:

1. Chapter 1 Division II of the California Building Code, Section 101.1 (Title), is amended in its entirety to read:
   101.1 Title. These regulations shall be known as the Building Code of City of Carson, hereinafter referred as “this code”.

2. The following sections of Chapter 1 Division II of the California Building Code are deleted: 104.7, 105.2, 105.3.2, 105.5, 107.5, 109.3.

3. Chapter 1 Division II of the California Building Code, Section 111 (Prohibited Uses of Building Site), is amended in its entirety to read:

   111 Prohibited Uses of Building Sites

   111.1 Fills Containing Decomposable or Methane-Producing Materials.

   Building permits shall not be issued for any new building or enclosed structure, or for any addition or conversion creating habitable or occupiable space regulated by this Code, that is located within 1,000 feet (304.8 m) of any fill containing rubbish, decomposable material, or other methane-producing matter, unless the applicant submits a report and mitigation design prepared, signed, and stamped by a registered design professional, such as a licensed civil engineer or licensed petroleum engineer.

   The report shall identify the site conditions, describe the investigation performed, and provide recommendations to prevent gas intrusion or the accumulation of explosive concentrations of decomposition or petroleum gases beneath or within the structure.

   Permit issuance may proceed upon submitting the required documentation and certification by the registered design professional confirming that appropriate mitigation measures addressing decomposition or methane gas have been incorporated into the

design. The design, installation, and inspection of all mitigation systems shall be the sole responsibility of the registered design professional or their designee, preparing such mitigation plans.

Exception: When approved, mitigation of decomposition or methane gas hazards shall not be required for additions to single-family dwellings not exceeding 500 square feet (37.2 m²) in gross floor area or for alterations that do not expand the enclosed area.

111.2 Methane Gas Hazards Near Oil or Gas Wells

Building permits shall not be issued for any new building or enclosed structure, or for any addition or conversion creating habitable or occupiable space regulated by this Code, that is located on, adjacent to, or within 300 feet (91.44 m) of active, abandoned, or idle oil or gas wells, unless the applicant submits a report prepared, signed, and stamped by a registered design professional, such as a licensed civil engineer or licensed petroleum engineer.

The report shall identify the condition and status of any wells within the vicinity of the project and provide mitigation recommendations necessary to address potential methane gas hazards.

Permit issuance may proceed upon submittal of the required documentation and certification by the registered design professional confirming that appropriate mitigation measures have been incorporated into the design. The design, installation, inspection of all mitigation systems shall be the sole responsibility of the registered design professional preparing such mitigation plans.

Exception: (1) When approved, mitigation of methane gas hazards shall not be required for additions or alterations to existing buildings located more than 200 feet (60.96 m) from active, abandoned, or idle wells. (2) Grading permits may be issued when the proposed work is necessary to mitigate the methane gas hazard.

111.3 The building permit fee for structures required to have a methane gas control system by Section 111.1 and 111.2 shall be one hundred twenty-five (125) percent of the fees indicated in the fee schedule established by City Council Resolution.

8220.1 Adoption of Residential Code.

Except as hereinafter provided, Chapter 1, Division II through Chapter 10, Chapter 44 and Appendices BB, BF, BI, BJ and CJ of the California Residential Code, 2025 Edition (Part 2.5 of Title 24 of the California Code of Regulations), is hereby adopted by reference, and shall be known and may be cited as the Residential Code of the City of Carson.

The administration of the California Residential Code shall be as set forth in Article VIII Chapter 1 of this Code.

In the event of any conflict between a provision of the California Residential Code, 2025 Edition, or any amendment to the Residential Code contained in the Carson Municipal Code, the provision contained in the latter listed document shall control.

Copies of the California Residential Code, 2025 Edition, have been deposited in the office of the City Clerk of the City of Carson and shall be at all times maintained by the City Clerk for use and examination by the public.

8220.2 Amendment to Residential Code.

Notwithstanding the provisions of Carson Municipal Code Section 8220.1, the Residential Code is amended by amending the following sections of the California Residential Code 2025 Edition:

Section R301.1.3.2 is amended in its entirety to read:

R301.1.3.2 Wood Frame Structures. The Building Official shall require construction documents to be approved and stamped by a California licensed architect or engineer for all dwellings of wood frame construction more than two stories and basement in height located in Seismic Design Category A, B, or C. Notwithstanding other sections of law, the law establishing these provisions is found in Business and Professions Code Sections 5537 and 6737.1.

The Building Official shall require construction documents to be approved and stamped by a licensed California architect or engineer for all dwellings of wood frame construction more than one story in height or with a basement located in Seismic Design Category D0, D1, or D2 or E.

8230 Adoption of Electrical Code.

Article 89, Article 90, Chapters 1 through 9, and Annexes A, B, C, D, E, F, G, I, and J of the California Electrical Code, 2025 Edition (Part 3 of Title 24 of the California Code of Regulations), is hereby adopted by reference, and shall be known and may be cited as the Electrical Code of the City of Carson.

The administration of the Electrical Code shall be as set forth in Article VIII Chapter 1 of this Code.

Copies of the California Electrical Code, 2025 Edition, have been deposited in the office of the City Clerk of the City of Carson and shall be at all times maintained by the City Clerk for use and examination by the public.

8240 Adoption of Mechanical Code.

Chapter 1, Division II through Chapter 17 and Appendices B, C, and D of the California Mechanical Code, 2025 Edition (Part 4 of Title 24 of the California Code of Regulations), is hereby adopted by reference, and shall be known and may be cited as the Mechanical Code of the City of Carson.

The administration of the Mechanical Code shall be as set forth in Article VIII Chapter 1 of this Code.

Copies of the California Mechanical Code, 2025 Edition, have been deposited in the office of the City Clerk of the City of Carson and shall be at all times maintained by the City Clerk for use and examination by the public.

8250 Adoption of Plumbing Code.

Chapter 1, Division II through Chapter 17 and Appendices A, B, D, H, I, and J the California Plumbing Code, 2025 Edition (Part 5 of Title 24 of the California Code of Regulations), is hereby adopted by reference, and shall be known and may be cited as the Plumbing Code of the City of Carson.

The administration of the Plumbing Code shall be as set forth in Article VIII Chapter 1 of this Code.

Copies of the California Plumbing Code, 2025 Edition, have been deposited in the office of the City Clerk of the City of Carson and shall be at all times maintained by the City Clerk for use and examination by the public.

8260 Adoption of Energy Code.

California Energy Code, 2025 Edition (Part 6 of Title 24 of the California Code of Regulations), is hereby adopted by reference, and shall be known and may be cited as the Energy Code of the City of Carson.

Copies of the California Energy Code, 2025 Edition, have been deposited in the office of the City Clerk of the City of Carson and shall be at all times maintained by the City Clerk for use and examination by the public.

8270 Adoption of Historical Building Code.

California Historical Building Code, 2025 Edition (Part 8 of Title 24 of the California Code of Regulations), is hereby adopted by reference, and shall be known and may be cited as the Historical Building Code of the City of Carson.

Copies of the California Historical Building Code, 2025 Edition, have been deposited in the office of the City Clerk of the City of Carson and shall be at all times maintained by the City Clerk for use and examination by the public.

8280 Adoption of Existing Building Code.

California Existing Building Code, 2025 Edition (Part 10 of Title 24 of the California Code of Regulations), is hereby adopted by reference, and shall be known and may be cited as the Existing Building Code of the City of Carson.

Copies of the California Existing Building Code, 2025 Edition, have been deposited in the office of the City Clerk of the City of Carson and shall be at all times maintained by the City Clerk for use and examination by the public.

8290 Adoption of Green Building Standards Code.

California Green Building Standards Code, 2025 Edition (Part 11 of Title 24 of the California Code of Regulations), is hereby adopted by reference, and shall be known and may be cited as the Green Building Standards Code of the City of Carson.

Copies of the California Green Building Standards Code, 2025 Edition, have been deposited in the office of the City Clerk of the City of Carson and shall be at all times maintained by the City Clerk for use and examination by the public.

8295 Violations and Penalties.

(a) Compliance with Code. No person, firm, or corporation shall erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use, occupy, or maintain any building, structure, or perform any grading within the City of Carson, or cause the same to be done, in a manner that conflicts with or violates any provision of the codes adopted by reference or incorporated into this Chapter.

(b) Penalty. Any violation of any of the provisions of this Chapter shall be punishable as provided in Chapters 2 and 2.5 of Article I of the Carson Municipal Code.

CHAPTER 3 (RESERVED)

CHAPTER 4 STATE REQUIRED STREAMLINED PERMITTING

8400 ELECTRIC VEHICLE CHARGING STATIONS

8400.1 Purpose and Applicability.

The purpose of this chapter is to establish expedited, streamlined electric vehicle charging stations permitting process to achieve timely and cost-effective installations of electric vehicle charging stations, and, to promote and encourage the use of electric vehicle charging stations and to limit obstacles to their use

This chapter applies to the permitting of all electric vehicle charging stations in the City. Electric vehicle charging stations legally established or permitted prior to the effective date of this chapter are not subject to the requirements of this chapter unless physical modifications or alterations are undertaken that materially change the size, type, or components of the electric vehicle charging stations in such a way as to require new permitting. Routine operation and maintenance shall not require a permit.

8400.2 Definitions.

For the purpose of this Article, words and terms used in this Article shall have the meanings set forth in this Section. Where terms are not defined in this Section and are defined elsewhere in this Code, or the Building Code, such terms shall have the meanings ascribed to them in such codes. Where terms are not defined through the methods authorized by this Section, such terms shall have their ordinary accepted meanings such as the context implies.

ELECTRIC VEHICLE SUPPLY EQUIPMENT (EVSE) or ELECTRIC VEHICLE CHARGING STATION. Consists of the conductors, including the ungrounded, grounded, and equipment grounding conductors and the electric vehicle connectors, attachment plugs, and all other fittings, devices, power outlets, or apparatus installed specifically for the purpose of transferring energy between the premises wiring and the electric vehicle.

8400.2 Application For Permit

The application for permit shall meet the requirements of section 8400.1 and may be submitted electronically through the online submittal system maintained by the Building Official.

Prior to applying for an expedited permit, the applicant shall verify that the installation meets all criteria in Section 8400.3. Upon receipt of an incomplete application, a written correction notice shall be issued detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issuance.

Upon approval of a permit application by the Building Official, a permit, as applicable, will be issued for work described in the application.

Permit fees for the installation of electric vehicle charging stations or EVSEs shall be charged according to the applicable fees prescribed in Article VIII, Chapter 1, Section 8105 of this Code, or if a different fee has been adopted by resolution of the City Council.

8400.3 Electric Vehicle Charging Station System Requirements.

1. General. The design of electric vehicle charging stations shall comply with this Section to qualify for expedited permit issuance.
2. Plug-in Electric Vehicle Infrastructure Permitting Checklist. The permit application for the electric vehicle charging stations must comply with the requirements of the plug-in electric vehicle infrastructure permitting checklist, which is contained in the most current version of the "Zero-Emission Vehicles in California: Community Readiness Guidebook" published by the Governor's Office of Planning and Research of the State of California and as adopted by the Building Official.
3. Minimum Electric Vehicle Charging Station Standards. The electric vehicle charging station or EVSE shall be identified and listed for the application as referenced in the Electrical Code.
4. Compliance with Laws. The electric vehicle charging station or EVSE shall also comply with all other applicable City of Carson Codes and California Health and Safety Laws.

8400.4 Inspection Requirements.

All construction or work for electric vehicle charging stations for which a permit is required shall be subject to inspection by the Building Official and such construction work shall remain accessible and exposed for inspection purposes until approved by the Building Official as specified in Article VIII Chapter 1 Building Code Administration of this code.

8500 SMALL RESIDENTIAL SOLAR ENERGY SYSTEMS

8500.1 PURPOSE.

The purpose of this chapter is to establish an expedited, streamlined solar permitting process that complies with Civil Code section 714 and Government Code section 65850.5 to achieve timely and cost-effective installations of small residential rooftop solar energy systems. This chapter encourages the use of solar systems by removing unreasonable barriers, minimizing costs to property owners and the City, and expanding the ability of property owners to install solar energy systems. This chapter allows the City to achieve these goals while protecting the public health and safety.

8500.2 APPLICABILITY.

A. This chapter applies to the permitting of all small residential rooftop solar energy systems in the City.

B. Small residential rooftop solar energy systems legally established or permitted prior to the effective date of this chapter are not subject to the requirements of this chapter unless physical modifications or alterations are undertaken that materially change the size, type, or components of the small rooftop energy system in such a way as to require new permitting. Routine operation and maintenance shall not require a permit.

8500.3 DEFINITIONS.

The following words and phrases as used in this section are defined as follows:

A. "Small residential rooftop solar energy system" means all of the following:
1. A solar energy system that is no larger than 10 kilowatts alternating current nameplate rating or 30 kilowatts thermal.
2. A solar energy system that conforms to all applicable state fire, structural, electrical, and other building codes as adopted or amended by the City and paragraph (iii) of subdivision (c) of Section 714 of the Civil Code, as such section or subdivision may be amended, renumbered, or redesignated from time to time.
3. A solar energy system that is installed on a single or duplex family dwelling.
4. A solar panel or module array that does not exceed the maximum legal building height as defined by the authority having jurisdiction.

B. "Solar energy system" has the same meaning set forth in paragraphs (1) and (2) of subdivision (a) of Section 801.5 of the Civil Code, as such section or subdivision may be amended, renumbered, or redesignated from time to time.

8500.4 DUTIES OF BUILDING DIVISION AND BUILDING OFFICIAL

A. All documents required for the submission of an expedited solar energy system application shall be made available on the City's website.

B. The applicant may submit the permit application and associated documentation to the City's building division by personal, mailed, or electronic submittal together with any required permit processing and inspection fees.

C. An applicant's electronic signature shall be accepted on all forms, applications, and other documents in lieu of a wet signature.

D. The City's Building Division shall adopt a checklist of all requirements with which small residential rooftop solar energy systems shall comply to be eligible for expedited review.

E. The small residential rooftop solar system permit process, and checklist(s) shall substantially conform to recommendations for expedited permitting, including the checklist contained in the most current version of the *California Solar Permitting Guidebook* adopted by the Governor's Office of Planning and Research.

F. All plan review and permit fees shall be as adopted by separate resolution and/or ordinance. Plan checking fees shall be paid at the time of plan review submittal. Permit fees shall be paid at the time of permit issuance. Any such fees must comply with Government Code Sections 65850.55 and 66015, and any other applicable state laws.

8500.5 PERMIT REVIEW AND INSPECTION REQUIREMENTS.

A. Prior to submitting an application, the applicant shall:

1. Verify to the applicant's reasonable satisfaction through the use of standard engineering evaluation techniques that the support structure for the small residential rooftop solar energy system is stable and adequate to transfer all wind, seismic, and dead and live loads associated with the system to the building foundation; and

2. At the applicant's cost, verify to the applicant's reasonable satisfaction using standard electrical inspection techniques that the existing electrical system including existing line, load, ground and bonding wiring as well as main panel and subpanel sizes are adequately sized, based on the existing electrical system's current use, to carry all new photovoltaic electrical loads.

B. For a small residential rooftop solar energy system eligible for expedited review, only one inspection shall be required, which shall be done in a timely manner and may include a consolidated inspection by the Building Official and fire chief. If a small residential rooftop solar energy system fails inspection, a subsequent inspection is authorized; however the subsequent inspection need not conform to the requirements of this subsection.

C. An application that satisfies the information requirements in the checklist, as determined by the Building Official, shall be deemed complete. Upon receipt of an incomplete application, the Building Official shall issue a written correction notice detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issuance.

D. Upon confirmation by the Building Official of the application and supporting documentation being complete and meeting the requirements of the checklist, the Building Official shall administratively approve the application and issue all required permits or authorizations. Such approval does not authorize an applicant to connect the small residential rooftop energy system to the local utility provider's electricity grid. The applicant is responsible for obtaining such approval or permission from the local utility provider."

Exhibit "B"

2025
LOCAL AMENDMENT FINDINGS

CODE SECTION	TITLE (Clarification)	FINDINGS
R301.1.3.2	Wood Frame Structures	Geological Conditions. Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. After the 1994 Northridge Earthquake, the Wood Frame Construction Joint Task Force recommended that the quality of wood frame construction needed to be greatly improved. The Task Force recommended that structural plans be prepared by the engineer or architect so that plan examiners, building inspectors, contractors, and special inspectors may logically follow and construct the seismic force-resisting systems as presented in the construction documents. For buildings or structures located in Seismic Design Category D0, D1, D2, or E that are subject to a greater level of seismic forces, the requirement to have a California licensed architect or engineer prepare the construction documents is intended to minimize or reduce structural deficiencies that may cause excessive damage or injuries in wood frame buildings. Involvement of a registered professional will minimize the occurrence of structural deficiencies such as plan and vertical irregularities, improper shear transfer of the seismic force-resisting system, missed details or connections important to the structural system, and the improper application of the prescriptive requirements of the California Residential Code.
111	Prohibited Uses of Building Sites	Administrative, Geological and Topographical. Due to the City's location within methane-producing geologic formations and areas of historical oil extraction, new or expanded structures may be subject to gas-intrusion hazards. Based on the City's review of local development patterns and subsurface conditions, additions or conversions exceeding 500 square feet represent a scale of construction that materially alters site pressure conditions and increases potential for methane accumulation. Accordingly, a 500-square-foot threshold establishes a reasonable and technically justified point of applicability for methane-hazard evaluation and mitigation within the City of Carson.

Report to Honorable Mayor and City Council

Tuesday, November 18, 2025, 5:00 PM

SPECIAL ORDERS OF THE DAY 35.

To: Honorable Mayor and City Council

From: Nathan Freeman, Director of Community and Economic Development CD Building & Safety

Subject: CONSIDER AN ORDINANCE OF THE CITY OF CARSON CITY COUNCIL AMENDING THE CITY OF CARSON MUNICIPAL CODE BY MODIFYING ARTICLE VIII ADOPTING BY REFERENCE THE 2025 CALIFORNIA BUILDING, RESIDENTIAL, ELECTRICAL, MECHANICAL, PLUMBING, ENERGY, HISTORICAL BUILDING, EXISTING BUILDING AND GREEN BUILDING STANDARDS CODES WITH CERTAIN AMENDMENTS, ADDITIONS AND DELETIONS THERETO (CITY COUNCIL)

I. SUMMARY

This item is for the City Council to consider introduction of an ordinance to adopt by reference the 2025 California Building, Residential, Electrical, Mechanical, Plumbing, Energy, Historical Building, Existing Building and Green Building Standards Codes. The ordinance would repeal and replace Chapter 1, Chapter 2, Chapter 3 and Chapter 4 of Article VIII of the Carson Municipal Code (CMC) with new Chapters 1 through 4. The ordinance would reorganize CMC Article VIII by establishing a new chapter dedicated to the administration of Building Codes, a new chapter dedicated for codes adopted by reference and a new chapter dedicated to state-mandated ordinances and programs.

II. RECOMMENDATION

TAKE the following actions:

1. INTRODUCE for first reading, by title only and with full reading waived, Ordinance No. 25-2520, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING CHAPTERS 1, 2, 3, AND 4 OF ARTICLE VIII OF THE CARSON MUNICIPAL CODE TO ADOPT BY REFERENCE THE 2025 EDITIONS OF THE CALIFORNIA BUILDING CODE, CALIFORNIA RESIDENTIAL CODE, CALIFORNIA ELECTRICAL CODE, CALIFORNIA MECHANICAL CODE, CALIFORNIA PLUMBING CODE, CALIFORNIA ENERGY CODE, CALIFORNIA HISTORICAL BUILDING CODE, CALIFORNIA EXISTING BUILDING CODE, AND THE CALIFORNIA GREEN BUILDING STANDARDS CODE, WITH CERTAIN AMENDMENTS, ADDITIONS AND DELETIONS THERETO"; and
2. SCHEDULE a public hearing on December 2, 2025, to consider second reading and adoption of the Ordinance No. 25-2520.

III. ALTERNATIVES

In the event the 2025 California Codes with any local amendments are not adopted and effective by January 1, 2026, the 2025 California Codes without local amendments take effect in the City by operation of law on January 1, 2026, and will remain in effect without local amendments until such time as any local amendments are adopted and effective.

IV. BACKGROUND

1. The State of California adopts and publishes State Building Codes and mandates they become effective throughout the State 180 days after publication.
2. On July 1, 2025, the California Building Standards Commission published the 2025 triennial edition of Title 24, the "California Building Standards Code." These codes become effective January 1, 2026.
   The California Codes can be viewed at https://www.dgs.ca.gov/BSC/Codes
3. Under state law, the City may adopt local amendments to the California Codes if such amendments are necessary due to local geologic, topographic, or climate conditions. These local amendments can be more restrictive (subject to certain limitations in state law) but not less restrictive than the California Codes. Making the local amendments requires an express finding that such modifications are reasonably necessary because of local climatic, geological, or topographical conditions. The proposed ordinance contains such a finding for the recommended local amendments, described below.
4. Staff recommends that the City adopt the 2025 California Codes with limited local amendments that address Carson-specific needs such as:
   - Methane gas control and certification requirements
   - Administrative provisions
5. The proposed ordinance also reorganizes CMC Article VIII for ease, simplicity, and clarity, eliminating unnecessary repetition and grouping related codes and state-mandated programs in the following logical order.

   Chapter 1 Building Code Administration

   Chapter 2 California Codes Adopted

   Chapter 3 (Reserved)

   Chapter 4 State Required Streamlined Permitting (for State Mandated Ordinances, such as EV Chargers, Small Solar Expedited Permitting)

6. The proposed ordinance replaces the City's existing administrative provisions, which were previously adopted by reference through Los Angeles County Title 26, with a newly structured Chapter 1 specific to Carson. The revisions include the following:
   - Consolidates all permitting and enforcement procedures under a single City-administered framework.
   - Clarifies expiration timelines for applications and permits, inspection requirements, and refund eligibility.
   - Updates enforcement provisions, including recordation of violations, penalties, and noncompliance fees, to align with current City practices.
   - These updates ensure consistency with the California Building Code, Division II, Chapter 1, while preserving necessary local flexibility and administrative control that were previously embedded in County amendments.
7. The proposed ordinance modernizes the City's code structure, eliminates dependency on County ordinances, and aligns local amendments with both State law and Carson's specific topographical and geological conditions. The revisions to the Code include the following:

   The City's existing local amendments, historically based on Los Angeles County modifications, have now have been streamlined and modernized.

   State-Mandated Programs: EV Charging Stations and Expedited Small Solar Permitting are now codified directly within Chapter 4 to ensure accessibility within the City's municipal code, rather than relying on County references.

V. FISCAL IMPACT

Approval of this item will not have an impact on the Fiscal Year 2025-2026 City Budget.

VI. EXHIBITS

1. Ordinance No. 25-2520

Attachments

CC Ordinance Re Building Code Adoption 25-2520final.pdf