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

Tuesday, May 5, 2026
701 East Carson Street
City Hall

5:00 PM

Lula Davis-Holmes, Mayor

Dr. 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 72 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 HAROLD MITCHELL FROM EMMANUEL ST. REST BAPTIST CHURCH

CLOSED SESSION (Items 2-3)

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 3 case(s).

3. CONFERENCE WITH LABOR NEGOTIATOR (CITY COUNCIL)
   — A closed session will be held, pursuant to Government Code 54957.6, with City Manager, Assistant City Manager, and Human Resources Officer, its negotiators(s), regarding labor negotiations with American Federation of State, County and Municipal Employees (AFSCME Local 809) Part-time.

RULES OF DECORUM:

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

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

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 4-5)

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

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

PRESENTATIONS (Items 6-13)

6. PROCLAMATION RECOGNIZING MAY AS "FIRE PREVENTION MONTH"

7. INTRODUCTION AND UPDATE FROM GENERAL MANAGER ADAM DUVENDECK FROM ANSCHUTZ ENTERTAINMENT GROUP / DIGNITY HEALTH SPORTS PARK

8. PROCLAMATION RECOGNIZING THE 2026 PUBLIC WORKS WEEK: MAY 17-23, 2026

9. CHILD CARE PROVIDERS RECOGNITION

10. PROCLAMATION RECOGNIZING CALFRESH AWARENESS MONTH

11. PROCLAMATION RECOGNIZING SMALL BUSINESS WEEK

12. PROCLAMATION RECOGNIZING TEACHER'S APPRECIATION WEEK

13. PROCLAMATION RECOGNIZING MUNICIPAL CITY CLERKS WEEK

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 14)

14. APPROVAL OF THE FOLLOWING CARSON CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY MEETING MINUTES - APRIL 21, 2026 (REGULAR)
RECOMMENDED ACTION
— 1. APPROVE the minutes as listed.

CONSENT (Items 15-31)

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.

15. CONSIDER ADOPTING RESOLUTION NO. 26-051, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $4,341,663.53, DEMAND CHECK NUMBERS 184518 THROUGH 184792 AND 299 FOR GENERAL DEMAND AND THE AMOUNT OF $43,885.00, CHECK NUMBER 1302 FOR CO-OP AGREEMENT DEMANDS (CITY COUNCIL)
RECOMMENDED ACTION
— 1. WAIVE further reading and ADOPT Resolution No. 26-051, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $4,341,663.53, DEMAND CHECK NUMBERS 184518 THROUGH 184792 AND 299 FOR GENERAL DEMAND AND THE AMOUNT OF $43,885.00, CHECK NUMBER 1302 FOR CO-OP AGREEMENT DEMANDS. "

16. CONSIDER APPROVAL OF INCREASED FISCAL YEAR SPENDING AUTHORITY WITH THE HOME DEPOT IN AN AMOUNT NOT-TO-EXCEED $450,000 AND WITH AMAZON BUSINESS IN AN AMOUNT NOT-TO-EXCEED $400,000 FOR VARIOUS MATERIALS AND SUPPLIES UTILIZING COOPERATIVE PURCHASING PURSUANT TO CMC SECTION 2611(G) (CITY COUNCIL)
RECOMMENDED ACTION
— 1. WAIVE the formal bidding procedures pursuant to CMC Section 2610, as allowed by CMC Section 2611(g) (Cooperative Purchasing).
— 2. AUTHORIZE the City to make purchases from The Home Depot for maintenance, repair, and operating supplies under OMNIA Partners Contract No. 16154 in a cumulative amount not to exceed $450,000 per fiscal year, representing an increase of $50,000 per fiscal year from the previously approved limit of $400,000.
— 3. AUTHORIZE the City to make purchases from Amazon Business for various materials and supplies under OMNIA Partners cooperative agreements in a cumulative amount not to exceed $400,000 per fiscal year representing an increase of $100,000 per fiscal year from the previously approved limit of $300,000.
— 4. AUTHORIZE Staff to issue purchase orders as necessary to implement the authorized cooperative purchasing in accordance with City Municipal Code Section 2605.

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

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

19. CONSIDER TAKING A POSITION OF SUPPORT IF AMENDED TO SENATE BILL 1361 (DURAZO) AND ASSEMBLY BILL 2576 (HARABEDIAN) (CITY COUNCIL)
RECOMMENDED ACTION
— 1. TAKE a position of SUPPORT IF AMENDED to Senate Bill 1361 (Durazo) and Assembly Bill 2576 (Harabedian) and DIRECT staff to transmit corresponding letters.

20. CONSIDER TAKING A POSITION OF SUPPORT IF AMENDED TO ASSEMBLY BILL 2741 (MURATSUCHI) (CITY COUNCIL)

RECOMMENDED ACTION

— 1. TAKE a position of SUPPORT IF AMENDED to Assembly Bill 2741 (Muratsuchi) and DIRECT staff to transmit a corresponding letter.

21. CONSIDER RESOLUTION 26-049 PROCLAIMING MAY AS FIRE PREVENTION MONTH IN THE CITY OF CARSON AND ENCOURAGING COMMUNITYWIDE PARTICIPATION IN FIRE SAFETY AWARENESS AND PREVENTION ACTIVITIES (CITY COUNCIL)

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 26-049, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, DECLARING MAY 2026 AS FIRE PREVENTION MONTH AND ESTABLISHING A CITYWIDE FIRE PREVENTION EDUCATION INITIATIVE".

22. CONSIDER APPROVAL OF AMENDMENT NO. 2 TO THE CONTRACT SERVICES AGREEMENT WITH ALLIANT INSURANCE SERVICES, INC. (CONTRACT NO. C-22-070), EXERCISING THE SECOND OPTIONAL ONE-YEAR EXTENSION FOR THE PERIOD JULY 1, 2026 THROUGH JUNE 30, 2027 (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE Amendment No. 2 to the Contract Services Agreement with Alliant Insurance Services, Inc.; and

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

23. CONSIDER A CONTRACT SERVICES AGREEMENT WITH HAWKE MEDIA FOR THE DEVELOPMENT AND IMPLEMENTATION OF A PLACE-MAKING, IDENTITY, AND INTEGRATED MARKETING STRATEGY (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE a Contract Services Agreement with Hawke Media for the development and implementation of a citywide communications plan in an amount not to exceed $79,500; and

— 2. AUTHORIZE the Mayor to execute the agreement and any related documents, subject to approval as to form by the City Attorney.

24. ANNUAL REPORT - REGISTERED LOBBYISTS (CITY COUNCIL)

RECOMMENDED ACTION

— 1. RECEIVE and FILE the report.

25. CONSIDER AWARDING A PUBLIC CONSTRUCTION, MAINTENANCE AND SERVICES AGREEMENT WITH JOHNSON CONTROLS BUILDING SOLUTIONS, LLC FOR CITYWIDE INTRUSION DETECTION AND ALARM MONITORING SERVICES (CITY COUNCIL)

RECOMMENDED ACTION

— 1. AWARD a contract to Johnson Controls Building Solutions, LLC for de-installation and installation of equipment followed by five-years of services to provide citywide intrusion detection and alarm monitoring services, for a not-to-exceed total contract sum of $404,449.10; and,

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

26. CONSIDER ADOPTION OF RESOLUTION NO. 26-048 FURTHER EXTENDING THE TIMELINE FOR COMPLIANCE ON THE PART OF SOUTH BAY CARSON, LLC & SYWEST DEVELOPMENT, LLC, WITH THE TERMS AND CONDITIONS OF CONDITIONAL USE PERMIT NO. 940-13, RELOCATION REVIEW NO. 3047-13 & RESOLUTION NO. 13-099, AND AMENDING RESOLUTION NO. 24-113 REGARDING VEHICLE STORAGE FACILITIES LOCATED ON THAT CERTAIN REAL PROPERTY WHOSE COMMON STREET ADDRESS IS 20151 SOUTH MAIN STREET (APN 7336-004-016), CITY OF CARSON (CITY COUNCIL)
RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 26-048, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, FURTHER EXTENDING THE TIMELINE FOR COMPLIANCE ON THE PART OF SOUTH BAY CARSON, LLC & SYWEST DEVELOPMENT, LLC, WITH THE TERMS AND CONDITIONS OF CONDITIONAL USE PERMIT NO. 940-13, RELOCATION REVIEW NO. 3047-13 & RESOLUTION NO. 13-099, AND AMENDING RESOLUTION NO. 24-113 REGARDING VEHICLE STORAGE FACILITIES LOCATED ON THAT CERTAIN REAL PROPERTY WHOSE COMMON STREET ADDRESS IS 20151 SOUTH MAIN STREET (APN 7336-004-016), CITY OF CARSON."

27. CONSIDER APPOINTMENT A PUBLIC FINANCING AUTHORITY MEMBER FOR THE CARSON ENHANCED INFRASTRUCTURE FINANCING DISTRICT (EIFD) (CITY COUNCIL)
RECOMMENDED ACTION

— 1. APPOINT Mr. Adam Duvendeck as a public member to the Carson Enhanced Infrastructure Financing District (EIFD) Public Financing Authority (PFA).

28. CONSIDER APPROVAL OF AMENDMENT NO. 1 TO CONTRACT SERVICES AGREEMENT WITH MOUR GROUP FOR FACADE IMPROVEMENT PROGRAM DESIGN & ARCHITECTURAL SERVICES (CITY COUNCIL)
RECOMMENDED ACTION

— 1. CONSIDER approval of Amendment No.1 for Mour Group Engineering + Design, Inc. to add $500,000 for the Commercial Façade Improvement Program; and,

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

29. CONSIDER APPROVAL OF AMENDMENT NO. 1 TO CONTRACT SERVICES AGREEMENT WITH NEWMARK OF SOUTHERN CALIFORNIA, INC., TO CONTINUE PROVIDING REAL ESTATE BROKERAGE SERVICES AND INCREASING THE TOTAL CONTRACT SUM TO $173,500 FOR ONE ADDITIONAL YEAR (CITY COUNCIL)
RECOMMENDED ACTION

— 1. APPROVE Amendment No. 1 to the Contract Services Agreement with Newmark of Southern California, Inc., to continue providing real estate brokerage services and increasing the the total contract sum to $173,500, for one additional year; and,

— 2. AUTHORIZE the mayor to execute Amendment No. 1 following approval as to form by the City Attorney.

30. CONSIDER ADOPTION OF RESOLUTION NO. 26-044, A RESOLUTION REVISING COMMERCIAL FAÇADE IMPROVEMENT PROGRAM GUIDELINES (CITY COUNCIL)
RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 26-044, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, AMENDING THE GUIDELINES TO THE CITYWIDE COMMERCIAL FAÇADE IMPROVEMENT PROGRAM"

31. CONSIDER APPROVAL OF A PURCHASE ORDER WITH SHAW INDUSTRIES, INC. FOR FLOORING MATERIALS AND SUPPLIES FOR THE CARSON EVENT CENTER (CITY COUNCIL)
RECOMMENDED ACTION
— 1. APPROVE a Purchase Order with Shaw Industries Inc., for flooring materials and supplies for a total not-to-exceed amount of $129,309.59 (Exhibit 1); utilizing the cooperative purchasing bidding exemption pursuant to CMC 2611(g) and Omnia Partners cooperative purchasing agreement #2020002144 for purposes of compliance with the bidding requirements of the purchasing ordinance.

SPECIAL ORDERS OF THE DAY (Items 32-33)

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.

32. CONSIDER APPEAL OF PLANNING COMMISSION DECISION TO DENY DESIGN OVERLAY REVIEW NO.1935-23 AND CONDITIONAL USE PERMIT (CUP) NO. 1128-23, AND THE PLANNING COMMISSION'S RECOMMENDATION TO THE CITY COUNCIL REGARDING DENIAL OF DEVELOPMENT AGREEMENT (DA) NO. 33-23, FOR THE DEVELOPMENT OF AN APPROXIMATELY 100-MEGAWATT BATTERY ENERGY STORAGE SYSTEM (BESS) LOCATED AT 18800 BROADWAY (APN: 7339-014-009) (CITY COUNCIL)
RECOMMENDED ACTION
— 1. OPEN the Public Hearing, RECEIVE public testimony, and CLOSE the Public Hearing; and EITHER
— 2. WAIVE further reading and ADOPT Resolution No. 26-047, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AFFIRMING, PURSUANT TO CARSON MUNICIPAL CODE SECTION 9173.4(C)(2)(a), THE DECISION OF THE PLANNING COMMISSION TO DENY SITE PLAN AND DESIGN OVERLAY REVIEW NO. 1935-23 AND CONDITIONAL USE PERMIT NO. 1128-23, AND DENYING, AS RECOMMENDED BY THE PLANNING COMMISSION, DEVELOPMENT AGREEMENT NO. 33-23 FOR A PROPOSED BATTERY ENERGY STORAGE SYSTEM (BESS) FACILITY LOCATED AT 18800 BROADWAY AVENUE, APN 7339-014-009" (Recommended Action); OR
— 3. DIRECT staff to bring back a proposed resolution at the May 20, 2026 City Council meeting to modify the Planning Commission decision in accordance with Council direction provided at or upon the conclusion of the appeal hearing, and based on appropriate supporting written findings as discussed or considered at the appeal hearing; OR
— 4. REFER the matter back to the Planning Commission with specific instructions for further consideration; OR
— 5. DIRECT staff to bring back a proposed resolution on May 20, 2026, to reverse the Planning Commission’s decision and approve the project, supported by appropriate written findings and conditions of approval.

33. PUBLIC HEARINGS TO CONSIDER MULTIPLE ECONOMIC DEVELOPMENT SUBSIDIES (COMMERCIAL FACADE IMPROVEMENT PROGRAM GRANT AGREEMENTS - CITY-WIDE ROUND 2 & NO MATCH EAST CARSON CORRIDOR PROJECTS) TO PROVIDE CERTAIN COMMERCIAL BUSINESSES WITH GRANT FUNDING (CITY COUNCIL)
RECOMMENDED ACTION
— 1. OPEN the public hearings; TAKE public testimony and accept any written and/or oral communication; and CLOSE the public hearings.
— 2. APPROVE the funding agreements.
— 3. AUTHORIZE the City Manager to execute all documents including the funding agreements in a form acceptable to the City Attorney.

DISCUSSION (Item 34)

34. FISCAL YEAR 2026-2027 BUDGET WORKSHOP NO. 1 (CITY COUNCIL)
RECOMMENDED ACTION
— 1. PROVIDE direction to staff on the creation of the draft Fiscal Year 2026-2027 Budget.

ORDINANCE SECOND READING

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

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

COUNCIL MEMBER REQUESTS TO ADD ITEMS TO FUTURE AGENDAS

ORAL COMMUNICATIONS (COUNCIL MEMBERS)

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

RECESS TO CLOSED SESSION

RECONVENE TO OPEN SESSION

REPORT OF ACTIONS ON UNFINISHED OR CONTINUED CLOSED SESSION ITEMS

MEMORIAL ADJOURNMENTS

ADJOURNMENT

Date Posted: April 30, 2026

CITY OF CARSON

MINUTES

CARSON CITY COUNCIL/
SUCCESSOR AGENCY/HOUSING AUTHORITY
REGULAR MEETING

TUESDAY, APRIL 21, 2026, 5:00 P.M.

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

The meeting was called to order at 5:00 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 Jim Dear

Council Member/Agency Member/Authority Board Member Arleen Rojas

Council Members/Agency Members/Authority Board Members Absent:

Council Member/Agency Member/Authority Board Member, Dr. Jawane Hilton (Entered at 5:04 P.M.)

Also Present:

Monica Cooper, City/Agency/Authority Treasurer; Sunny Soltani, City/Agency/Authority Attorney; David C. Roberts, Jr., City Manager; Dr. Robert Lennox, Assistant City Manager; John Raymond, Executive Director; Michael Whittiker, Jr., Director of Community Services; Dr. Arlington Rodgers, Jr., Director of Public Works; Nora Garcia, Director of Public Safety and Emergency Services; William Jefferson, Director of Finance; Joshua Boudreaux, Director of Human Resources; Thomas Toman, Deputy City Manager; Armine Chaparyan, 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.

(Council Member/Agency Member/Authority Board Member, Dr. Hilton entered the meeting at 5:04 P.M.)

INVOCATION (Item 1)

1. PASTOR WALTER R. TUCKER, III FROM TRUTH & LOVE CHRISTIAN CHURCH

Pastor Walter R. Tucker, III, gave the invocation.

CLOSED SESSION (Items 2-3)

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

— A closed session will be held, pursuant to Government Code Section 54956.9(d)(1), to confer with legal counsel regarding pending litigation to which the City of Carson is a party. The title of such litigation is as follows: Arriola, Mark v City of Carson (WCAB Nos. ADJ21621815, ADJ21667605).

ACTION: No reportable action was taken.

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

— A closed session will be held, pursuant to Government Code Section 54956.9(d)(1), to confer with legal counsel regarding pending litigation to which the City of Carson is a party. The title of such litigation is as follows: Veronica Alvarez v City of Carson.

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)

(Council Member/Agency Member/Authority Board Member, Dr. Hilton exited the meeting at 5:07 P.M.)

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

(Council Member/Agency Member/Authority Board Member, Dr. Hilton reentered the meeting at 5:08 P.M.)

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

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

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

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

RULES OF DECORUM:

A recording of the Rules of Decorum was presented at the beginning of 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 6:10 P.M. by Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. except Mayor Davis-Holmes and Council Member Rojas absent.

REPORT ON CLOSED SESSION ACTIONS (CITY ATTORNEY)

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

(Mayor Davis-Holmes and Council Member Rojas reentered the meeting at 6:12 P.M.)

INTRODUCTIONS (MAYOR) (Item 4)

4. REPORT FROM CAPTAIN NORMAN OF CARSON SHERIFF'S STATION- 6:37 PM

Not present.

PRESENTATIONS (Items 5-6)

5. PRESENTATION OF THE ZERO-EMISSION VEHICLE READINESS AWARD FROM THE CALIFORNIA NEW MOTOR VEHICLE BOARD TO THE CITY OF CARSON – PRESENTED BY BOARD MEMBER SHIRLEY JONES

Shirley Jones, Board Member of the California New Motor Vehicle Board, offered comments and presented the Zero-Emission Vehicle Readiness Award from the California New Motor Vehicle to the Mayor and City Council.

City Manager Roberts, Jr. commended Energy and Sustainability Officer Reata Kulcsar for her efforts in leading the new motor vehicle aspirations for a cleaner Carson.

6. RECOGNITIONS FOR THE REGIONAL MATHEMATICS COMPETITION TEAMS FROM DEL AMO ELEMENTARY SCHOOL, AMBLER ELEMENTARY SCHOOL, AND STEPHEN M. WHITE MIDDLE SCHOOL FOR THEIR ACHIEVEMENTS

Mayor and City Council recognized the Regional Mathematics Competition Teams and presented Certificates of Recognition to five recipients each from Del Amo Elementary School, Ambler Elementary School, and Stephen M. White Middle School for their achievements.

Item No. 6 was heard again after Oral Communications For Matters Listed on the Agenda (Members of the Public).

Mayor and City Council recognized and presented a Certificate of Recognition to a recipient from Stephen M. White Middle School for his achievement.

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

Melissa Wickman, Vice President of Development and Marketing, Boys and Girls Club of Carson - Item No. 32

Thanked the Mayor and City Council for their past support and offered comments regarding CDBG funding for the Boys and Girls Club of Carson

Jolene Fassbinder, Grants Manager with Venice Family Clinic - Item No. 32

Offered comments regarding CDBG funding for the Venice Family Clinic; requested ongoing support for their work at the Carson Wellness Center

Lawrence Flinton - Item No. 36

Offered comments in support of the ordinance with areas to be addressed

Assistant City Manager, Dr. Lennox addressed the items that the speaker mentioned which are part of the existing code and would ensure enforcement by Code Enforcement.

APPROVAL OF MINUTES (Item 7)

7. APPROVAL OF THE FOLLOWING CARSON CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY MEETING MINUTES - MARCH 24, 2026 (SPECIAL) AND APRIL 7, 2026 (REGULAR)- 7:42

PM

Item No. 7 was heard after Item No. 34.

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

CONSENT (Items 8-30)

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. requested to remove Items No. 22 and 23 for discussion.

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

8. CONSIDER A REPORT OF ALL CITY CONTRACTS APPROVED UNDER CITY MANAGER AUTHORITY FOR THE PERIOD MARCH 1, 2026 THROUGH MARCH 31, 2026 PURSUANT TO CMC SECTION 2604 (CITY COUNCIL)

RECOMMENDED ACTION

— 1. RECEIVE and FILE the report.

ACTION: Item No. 8 was approved on Consent.

9. CONSIDER A REPORT OF ALL CITY CONTRACTS APPROVED UNDER THE AUTHORITY OF DEPARTMENT DIRECTORS FOR THE PERIOD MARCH 1, 2026 THROUGH MARCH 31, 2026 PURSUANT TO CMC SECTION 2604 (CITY COUNCIL)

RECOMMENDED ACTION

— 1. RECEIVE and FILE the report.

ACTION: Item No. 9 was approved on Consent.

10. CONSIDER A REPORT OF ALL NEW BUSINESS LICENSES ISSUED BY THE CITY OF CARSON FOR THE PERIOD MARCH 1, 2026, THROUGH MARCH 31, 2026 (CITY COUNCIL)

RECOMMENDED ACTION

— 1. RECEIVE and FILE the report.

ACTION: Item No. 10 was approved on Consent.

11. CONSIDER APPROVING A PROFESSIONAL CONTRACT SERVICES AGREEMENT WITH VASQUEZ AND COMPANY LLP TO PROVIDE PROFESSIONAL AUDITING SERVICE OF THE CITY'S FISCAL YEAR ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR), SINGLE AUDIT REPORT (SAR) AND THE

FINANCIAL AND COMPLIANCE AUDIT FOR THE MEASURE W - SAFE, CLEAN WATER REGIONAL PROGRAM (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE a professional auditing services agreement with Vasquez and Company LLP to perform the professional auditing services, including the Annual Comprehensive Financial Report (ACFR), Single Audit Report (SAR), Air and Quality Management Report (AB2766), and the financial and compliance audit for the Measure W – Safe, Clean Water Regional Program, for a total contract amount not to exceed $495,000 over a five-year term; and,

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

ACTION: Item No. 11 was approved on Consent.

12. CONSIDER MONTHLY INVESTMENT AND CASH REPORT FOR THE CITY OF CARSON, CARSON HOUSING AUTHORITY, CARSON SUCCESSOR AGENCY-MONTH ENDING MARCH 31, 2026 (CITY COUNCIL)

RECOMMENDED ACTION

— 1. RECEIVE and FILE the report.

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 MARCH 2026 PER ORDINANCE 24-2401 (CITY COUNCIL)

RECOMMENDED ACTION

— 1. RECEIVE and FILE the report.

ACTION: Item No. 13 was approved on Consent.

14. CONSIDER ADOPTING RESOLUTION NO. 26-036, A RESOLUTION OF THE CITY COUNCIL OFTHE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $6,256,929.86, DEMAND CHECK NUMBERS 184336 THROUGH 184517 AND 298 FOR GENERAL DEMAND AND THE AMOUNT OF $13,740.00, CHECK NUMBER 1301 FOR CO-OP AGREEMENT DEMANDS (CITY COUNCIL)

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 26-036, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $6,256,929.86, DEMAND CHECK NUMBERS 184336 THROUGH 184517 AND 298 FOR GENERAL DEMAND AND THE AMOUNT OF $13,740.00, CHECK NUMBER 1301 FOR CO-OP AGREEMENT DEMANDS."

ACTION: Item No. 14 was approved on Consent.

15. CONSIDER ADOPTING RESOLUTION NO. 26-05-CHA, A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $13,837.94, DEMAND CHECK NUMBERS HA-002110 THROUGH HA-002114 (HOUSING AUTHORITY)

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 26-05-CHA, "A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $13,837.94, DEMAND CHECK NUMBERS HA-002110 THROUGH HA-002114."

ACTION: Item No. 15 was approved on Consent.

16. CONSIDER ADOPTING RESOLUTION NO. 26-05-CSA, A RESOLUTION OF THE CARSON SUCCESSOR AGENCY CLAIMS AND DEMANDS IN THE AMOUNT OF $9,530.07, DEMAND CHECK NUMBERS SA-001988 THROUGH SA-001990 (SUCCESSOR AGENCY)

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution NO. 26-05-CSA, "A RESOLUTION OF THE CARSON SUCCESSOR AGENCY CLAIMS AND DEMANDS IN THE AMOUNT OF $9,530.07, DEMAND CHECK NUMBERS SA-001988 THROUGH SA-001990".

ACTION: Item No. 16 was approved on Consent.

17. CONSIDER SHIFTING THE MAY 19, 2026, REGULAR CITY COUNCIL MEETING TO MAY 20, 2026, BY MINUTE ORDER (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE a one-time shift of the May 19, 2026, Regular City Council meeting to May 20, 2026, by minute order.

ACTION: Item No. 17 was approved on Consent.

18. CONSIDER APPROVAL OF SETTLEMENT AGREEMENT AND RESOLUTION NO. 26-043 ALLOWING THE CITY OF CARSON TO PARTICIPATE IN ADDITIONAL NATIONAL OPIOID

SETTLEMENT WITH REMNANT DEFENDANTS, ASSOCIATED PHARMACIES, INC. (AND AMERICAN ASSOCIATED PHARMACIES), J M SMITH CORPORATION, LOUISIANA WHOLESALE DRUG COMPANY, INC., MORRIS AND DICKSON CO., NORTH CAROLINA MUTUAL WHOLESALE DRUG COMPANY, INC., AND UNITED NATURAL FOODS, INC. (INCLUDING ITS SUBSIDIARIES SUPERVALU AND ADVANTAGE LOGISTICS) (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE Settlement Agreement and Combined Subdivision Participation and Release Form for the City's participation in the National Opioid Settlement Agreement with the Remnant Defendants.

— 2. ADOPT Resolution No. 26-043 approving and authorizing the City Manager to carry out all necessary acts such that the City can participate in the National Opioid Settlement with the Remnant Defendants, including signing necessary documents and transmittal thereof as necessary.

ACTION: Item No. 18 was approved on Consent.

19. CONSIDER TAKING A POSITION OF OPPOSE UNLESS AMENDED TO SENATE BILL 866 (BLAKESPEAR) (CITY COUNCIL)

RECOMMENDED ACTION

— 1. TAKE a position of OPPOSE UNLESS AMENDED for Senate Bill 866 (Blakespear) and DIRECT staff to submit a corresponding letter.

ACTION: Item No. 19 was approved on Consent.

20. AWARD OF WORKERS' COMPENSATION DEFENSE ATTORNEY SERVICES CONTRACT FOR FIVE YEAR TERM TO DABBAH, HADDAD & SULEIMAN, A PROFESSIONAL CORPORATION (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE the proposed Contract Services Agreement with Dabbah Haddad Suleiman, a Professional Corporation for a five-year term, for a not-to-exceed Contract Sum of $1,700,000. (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. APPROVAL OF AGREEMENT WITH PROFESSIONAL COMMUNICATIONS NETWORK (PCN) FOR CALL CENTER SERVICES AND RELATED INDEMNIFICATION PROVISIONS (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE the agreement entered into with Professional Communications Network (PCN) for call center services related to illegal fireworks complaints; and,

— 2. AUTHORIZE the City Manager's execution of the agreement approved as to form by the City Attorney.

ACTION: Item No. 21 was approved on Consent.

22. CONSIDER APPROVAL OF THE CLEAN POWER ALLIANCE (CPA) INNOVATION FUND PARTICIPATION AGREEMENT TO ACCEPT $163,100 IN GRANT FUNDING FOR THE CITY OF CARSON'S ELECTRIC RESIDENTIAL LAWN AND GARDEN EQUIPMENT REBATE PROGRAM (CITY COUNCIL)

** Item was Removed from Consent

RECOMMENDED ACTION

— 1. APPROVE the Innovation Fund Participation Agreement with the Clean Power Alliance (CPA) to accept $163,100 in grant funding to implement the City of Carson's Electric Residential Lawn and Garden Equipment Rebate Program; and,

— 2. AUTHORIZE the City Manager to execute the agreement and any related documents, subject to approval as to form by the City Attorney

Item No. 22 was heard after approval of the Consent items.

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

Energy and Sustainability Officer Reata Kulcsar gave a report.

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

23. CONSIDER APPROVAL OF AMENDMENT NO. 2 TO THE CONTRACT SERVICES AGREEMENT WITH SWAYZER CORPORATION (C-24-132) FOR CONTINUED MOWING AND LANDSCAPE MAINTENANCE SERVICES (CITY COUNCIL)

** Item was Removed from Consent

RECOMMENDED ACTION

— 1. APPROVE Amendment No. 2 to the Contract Services Agreement with Swayzer Corporation to continue providing mowing and landscape maintenance services from May 28, 2026, through May 28, 2027, for a total contract amount not to exceed $1,217,924.40 (Exhibit No. 3); and,

— 2. AUTHORIZE the Mayor to sign Amendment No. 2, subject to final approval by the City Attorney as to form.

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

Director Whittiker, Jr. gave a report.

Discussion ensued regarding median maintenance services and the bid process.

Motion to Approve Amendment No. 2 to the Contract Services Agreement with Swayzer Corporation to continue providing mowing and landscape maintenance services for seven months then month to month thereafter submitted by Mayor Davis-Holmes seconded by Mayor Pro Tempore Hicks, Sr.

During discussion of the motion, Council Member Dear offered a substitute motion to approve staff recommendations and staff to solicit RFPs in six months, seconded by Council Member, Dr. Hilton resulting in 2-3-0-0-0, Mayor Davis-Holmes, Mayor Pro Tempore Hicks, Sr. and Council Member Rojas voting No.

Vote on Main Motion resulting in 4-0-1-0-0 abstained by Council Member Dear

24. CONSIDER ADOPTION OF RESOLUTION NO. 26-028, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON AMENDING THE FISCAL YEAR 2025–2026 BUDGET, INCLUDING THE ALLOCATION OF PROPOSITION A AND PROPOSITION C LOCAL RETURN FUNDS FOR TRANSPORTATION PURPOSES, ACROSS THE GENERAL FUND, SPECIAL REVENUE FUNDS, ENTERPRISE FUNDS, AND THE CAPITAL IMPROVEMENT PROGRAM (CIP) FUND (CITY COUNCIL)

RECOMMENDED ACTION

— 1. ADOPT Resolution No. 26-028, titled “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON AMENDING THE FISCAL YEAR 2025-2026 BUDGET, INCLUDING THE ALLOCATION OF PROPOSITION A AND PROPOSITION C LOCAL RETURN FUNDS FOR TRANSPORTATION PURPOSES, IN THE GENERAL FUND, SPECIAL REVENUE FUNDS, ENTERPRISE FUNDS, AND THE CAPITAL IMPROVEMENT PROGRAM (CIP) FUND,” which formally updates the City’s Budget to reflect current funding needs, allocations, and priorities across these funds; and,

— 2. WAIVE the formal bidding procedure as permitted by Carson Municipal Code (CMC), Section 2611(g); and,

— 3. AUTHORIZE the Purchasing Manager to issue a Purchase Order to Urban Solar Inc. in the not-to-exceed amount of $350,000 for the purchase of pole-mounted bus stop lighting devices.

ACTION: Item No. 24 was approved on Consent.

25. CONSIDER APPROVAL OF A PERMIT TO ENTER WITH THE CITY OF LOS ANGELES DEPARTMENT OF WATER AND POWER PROPERTY AT 20300 SOUTH FIGUEROA FOR ENVIRONMENTAL SITE INVESTIGATION ACTIVITIES IN CONNECTION WITH THE SYWEST DEVELOPMENT PROJECT (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE the Permit to Enter Agreement, subject to City Attorney Approval as to form following City Attorney's Final Review and Approval of Agreement; and,

— 2. AUTHORIZE the City Manager or his designee to execute the Permit to Enter Agreement.

ACTION: Item No. 25 was approved on Consent.

26. CONSIDER ADOPTING RESOLUTION NO. 26-042 TO APPROVE A BUDGET AMENDMENT TO UTILIZE COMMUNITY FACILITIES DISTRICT FUNDS FOR IMPLEMENTATION OF THE OPERATIONS AND MAINTENANCE PLAN FOR THE NEW CARRIAGE CREST PARK METHANE MITIGATION SYSTEM (CITY COUNCIL)

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 26-042, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, AMENDING THE FISCAL YEAR 2026 -2027 BUDGET TO AUTHORIZE THE USE OF COMMUNITY FACILITIES DISTRICT (CONSIDER ADOPTING RESOLUTION NO. 26-042 TO APPROVE A BUDGET AMENDMENT TO UTILIZE COMMUNITY FACILITIES DISTRICT FUNDS FOR IMPLEMENTATION OF THE OPERATIONS AND MAINTENANCE PLAN FOR THE NEW CARRIAGE CREST PARK METHANE MITIGATION SYSTEM ."

ACTION: Item No. 26 was approved on Consent.

27. CONSIDER ADOPTING RESOLUTION NO. 26-041, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AUTHORIZING SUBMITTAL OF AN APPLICATION AND DECLARING THE CITY’S INTENTION TO APPLY FOR THE STATE OF CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL ENVIRONMENTAL PROTECTION AGENCY COMMUNITY-WIDE ASSESSMENT GRANT FOR STATES PROGRAM (EPA CWAG-ST) (CITY COUNCIL)

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 26-041 “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AUTHORIZING SUBMITTAL OF AN APPLICATION AND DECLARING THE CITY’S INTENTION TO APPLY FOR THE STATE OF CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL ENVIRONMENTAL PROTECTION AGENCY COMMUNITY-WIDE ASSESSMENT GRANT FOR STATES PROGRAM (EPA CWAG-ST).”

ACTION: Item No. 27 was approved on Consent.

28. CONSIDER ADOPTING RESOLUTION NO. 26-040, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AUTHORIZING SUBMITTAL OF APPLICATIONS AND DECLARING THE CITY’S INTENTION TO APPLY FOR THE STATE WATER RESOURCES CONTROL BOARD'S SITE CLEANUP SUBACCOUNT PROGRAM (SCAP) GRANTS (CITY COUNCIL)

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 26-040, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AUTHORIZING SUBMITTAL OF APPLICATIONS AND DECLARING THE CITY’S INTENTION TO APPLY FOR THE STATE WATER RESOURCES CONTROL BOARD'S SITE CLEANUP SUBACCOUNT PROGRAM GRANTS."

ACTION: Item No. 28 was approved on Consent.

29. CONSIDER APPROVAL OF RESOLUTION NO. 26-035 DELEGATING AUTHORITY TO THE PUBLIC WORKS DIRECTOR TO ACCEPT COMPLETION OF PUBLIC WORKS PROJECTS (CITY COUNCIL)

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 26-035, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, DELEGATING TO THE PUBLIC WORKS DIRECTOR THE AUTHORITY TO ACCEPT PUBLIC WORKS PROJECTS AND FILE NOTICES OF COMPLETION WITH COUNTY RECORDER’S OFFICE".

ACTION: Item No. 29 was approved on Consent.

30. CONSIDER APPROVAL OF AMENDMENT NO. 2 TO THE CONTRACT WITH R3 CONSULTING GROUP, INC., FOR ADD-ON CONSULTING SERVICES IN SUPPORT OF REVIEWING THE PROPOSED TRANSFER OF WRT’S INTERESTS IN THE FRANCHISE AGREEMENT TO USA WASTE (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE Amendment No. 2 to the Contract Services Agreement with R3 Consulting Group, Inc., to provide additional consulting services, by adding an additional $15,000 for a new

total contract amount of $90,000; and,

— 2. AUTHORIZE the Mayor to execute Amendment No. 2 to the Contract Services Agreement with R3 Consulting Group, Inc., following approval as to form by the City Attorney.

ACTION: Item No. 30 was approved on Consent.

SPECIAL ORDERS OF THE DAY (Item 31-33)

31. CONSIDER ADOPTION OF INTERIM URGENCY ORDINANCE NO. 26-2607 OF THE CITY OF CARSON, CALIFORNIA, ENACTED PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 65858 ESTABLISHING A FORTY-FIVE (45) DAY TEMPORARY MORATORIUM ON THE ESTABLISHMENT OR EXPANSION OF BATTERY ENERGY STORAGE SYSTEM (BESS) FACILITIES WITHIN CITY LIMITS DURING THE PENDENCY OF THE CITY'S REVIEW AND ADOPTION OF PERMANENT ZONING REGULATIONS FOR SUCH USES" (CITY COUNCIL)

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Urgency Ordinance No. 26-2607U, "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 BATTERY ENERGY STORAGE SYSTEMS (BESS) 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 to establish development standards and land use regulations for BESS facilities, conduct research on the economics of BESS facilities, and survey land use regulations and development standards for BESS facilities in other cities.

After the Closed Session Report, Mayor Davis-Holmes announced that Item No. 31 will not be discussed this evening.

Item No. 31 was heard after Item No. 23.

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

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

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

Per City/Agency/Authority Attorney Soltani, staff will re-notice for a future Public Hearing.

32. CONDUCT A PUBLIC HEARING TO CONSIDER THE PROPOSED ALLOCATION OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR FISCAL YEAR 2026-27, AND ADOPTION OF THE 2026-2027 ANNUAL ACTION PLAN (CITY COUNCIL)

RECOMMENDED ACTION

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

— 2. ALLOCATE CDBG public service funding for FY 2026/27 (PY 2026) as designated by City Council.

— 3. AUTHORIZE the Mayor to execute agreements with the public service providers as designated by City Council following negotiation and approval as to form by the City Attorney.

— 4. APPROVE the proposed FY 2026/27 (PY 2026) CDBG budget.

— 5. APPROVE the submission of the City's 2026-2027 Annual Action Plan to the U. S. Department of Housing and Urban Development.

Item No. 32 was heard after Item No. 6.

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

Housing Analyst Duane Cobb gave a report.

Motion to approve Option 2 with the caveat that if the funds are not expended by a certain amount of time with the Office of Samoan Affairs that the Mayor and City Council revisit and reallocate the funds submitted by Mayor Davis-Holmes seconded by Mayor Pro Tempore Hicks, Sr.

During discussion of the motion, Council Member, Dr. Hilton inquired about the Southern California Housing Rights Center. Housing Analyst Duane Cobb responded to Council Member, Dr. Hilton's inquiry. Council Member, Dr. Hilton recommended an increase of allocation to the Boys and Girls Club of Carson.

Mayor Davis-Holmes clarified her motion to give the Office of Samoan Affairs a deadline to spend their money and if not staff to come back to reallocate funds to the Boys and Girls Club of Carson which Mayor Pro Tempore Hicks, Sr. and Council Member, Dr. Hilton concurred.

Council Member Dear inquired about the Southern California Housing Rights Center. Housing Specialist Toni Carter responded to his inquiry.

Motion resulting in 5-0-0-0-0

33. CONDUCT A PUBLIC HEARING AND CONSIDER ADOPTING RESOLUTION NO. 26-037 APPROVING AN ADDENDUM TO THE CARSON 2040 GENERAL PLAN TO UPDATE THE ENVIRONMENTAL IMPACT REPORT AND ADOPTION OF THE CARSON CIVIC CENTER SPECIFIC PLAN (CITY COUNCIL)

RECOMMENDED ACTION

— 1. CONDUCT a public hearing; and,

— 2. ADOPT Resolution No. 26-037 "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON APPROVING AN ADDENDUM TO THE CARSON 2040 GENERAL PLAN UPDATE ENVIRONMENTAL IMPACT REPORT AND ADOPTING THE CARSON CIVIC CENTER SPECIFIC PLAN"; and,

— 3. AUTHORIZE staff to issue a Request for Proposals (RFP) for a master developer to implement the Carson Civic Center Specific Plan, contingent upon receipt of full HCD clearance for the surplus parcels.

Item No. 33 was heard after Item No. 31.

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

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

There were no persons wishing to speak.

Director Freeman gave a PowerPoint presentation of the Carson Civic Center Specific Plan.

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

Mayor and City Council offered comments in support of the item.

Mayor Pro Tempore Hicks, Sr. recommended a rooftop restaurant and inquired about the senior programs and museum option. City Manager Roberts, Jr. responded to his inquiries.

Motion To Approve submitted by Arleen Bocatija-Rojas seconded by Cedric L. Hicks Sr. resulting in 5-0-0-0-0

DISCUSSION (Item 34-35)

34. CONSIDER APPROVING AN ASSIGNMENT, ASSUMPTION, AND CONSENT AGREEMENT TO TRANSFER WASTE RESOURCE TECHNOLOGIES' INTERESTS IN THE CITY'S SOLID WASTE FRANCHISE AGREEMENT TO USA WASTE (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE the Assignment, Assumption, and Consent Agreement, thereby consenting to the transfer of WRT's interests in the City's Franchise Agreement to USA Waste; and,

— 2. DIRECT staff to establish an internal service fund for deposit of the settlement payment and for purchases related to citywide departmental non-capitalized activities.

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

City/Agency/Authority Attorney Soltani gave a report.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes commended staff for a solution and requested that the funds be placed in a special fund and not the General Fund to be used to hire additional staff and designate for infrastructure improvements.

Director Jefferson discussed staff recommendation 2.

City/Agency/Authority Treasurer Cooper asked if funds be placed in an interest bearing account and the Mayor and City Council concurred.

Motion to allocate additional funds for infrastructure improvements submitted by Mayor Davis-Holmes seconded by Mayor Pro Tempore Hicks, Sr. resulting in 5-0-0-0-0

Motion to approve staff recommendations submitted by Council Member Dear seconded by Council Member, Dr. Hilton resulting in 5-0-0-0-0

35. CONSIDERATION OF ONLY LOCAL UNCONTESTED APPOINTMENTS TO THE CITY'S COMMISSIONS, COMMITTEES, AND BOARDS, AND CITY AFFILIATED ORGANIZATIONS BY MAYOR AND CITY COUNCIL AND CONSIDER ALL (CONTESTED AND UNCONTESTED) APPOINTMENTS TO ALL COMMISSIONS (CITY COUNCIL)- 8:31 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

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

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

Mobilehome Park Rental Review Board

Council Member Rojas appointed Susan Hernandez as At-large member to the Mobilehome Park Rental Review Board as her uncontested appointment.

Environmental Commission

Council Member, Dr. Hilton appointed Alejandro Rojas to the Environmental Commission as his uncontested appointment.

Public Works Commission

Council Member, Dr. Hilton announced that his appointee Kelly Todd retired, therefore, resigned from the Public Works Commission.

City Clerk, Dr. Bradshaw noted she confirmed receipt of Kelly Todd's resignation.

ORDINANCE SECOND READING (Item 36)

36. SECOND READING AND ADOPTION OF ORDINANCE NO. 26-2605, AMENDING THE CARSON MUNICIPAL CODE RELATING TO SIDEWALK VENDING REGULATIONS, INCLUDING PROHIBITING SIDEWALK VENDING WITHIN 1,000 FEET OF A PLACE OF PUBLIC ASSEMBLAGE AROUND EVENT TIMES AND WITHIN 1,000 FEET OF A SCHOOL AROUND SCHOOL SESSION HOURS (CITY COUNCIL)

RECOMMENDED ACTION

— 1. CONDUCT a second reading by title only and with full reading waived; and,

— 2. ADOPT Ordinance No. 26-2605, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING: (i) SECTION 1202 OF CHAPTER 2 (PENALTY PROVISIONS) OF ARTICLE I (GENERAL PROVISIONS), (ii) SECTIONS 31001 (DEFINITIONS) AND 31002 (SIDEWALK VENDING OPERATIONAL REQUIREMENTS) OF CHAPTER 10 (SIDEWALK VENDING) OF ARTICLE 3 (PUBLIC SAFETY); (iii) SECTIONS 4118 (STREET VENDORS NEAR SCHOOLS), 4118.1 (PEDDLING FROM VEHICLES IN PARKS), 4118.2 (SELLING ICE CREAM AND CERTAIN FOOD PRODUCTS FROM VEHICLES IN PUBLIC STREETS), AND 4118.4 (VENDING OF MERCHANDISE ON PUBLIC PROPERTY, STADIUMS, ATHLETIC FIELDS, COMMUNITY CENTERS OR ABANDONED PROPERTY – EXCLUSIONS) OF CHAPTER 1 (PROHIBITED CONDUCT – OFFENSES) OF ARTICLE IV (PUBLIC PEACE); AND (iv) SUBSECTION (E) OF SECTION 63142 (MOBILE FOOD VENDORS) OF CHAPTER 3 (BUSINESS, PROFESSIONS, AND TRADES) OF ARTICLE VI (TAXES AND LICENSES) OF THE CARSON MUNICIPAL CODE, TO PROHIBIT SIDEWALK VENDORS IN PUBLIC PLACES OF ASSEMBLAGE (AS DEFINED) DURING AND IMMEDIATELY BEFORE AND AFTER LARGE EVENTS, AND TO ELIMINATE INTERNAL INCONSISTENCY WITHIN THE CARSON MUNICIPAL CODE WITH RESPECT TO REGULATION OF SIDEWALK VENDORS."

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

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

Lawrence Flinton

Asked why the City has traffic laws and signals if people are not going to follow them; if the city considers red light cameras and speed cameras like other surrounding cities, it would create some funds from tickets which can go towards local police, city, traffic prevention and infrastructure

Brandi Lewin

Referred to the Tesla Charging Stations at the Carson Civic Center and asked who is responsible with the maintenance; expressed concern that some of the charging stations are not operable; inquired about the cost of the charging stations; referred to the EV program which is a challenge of EV chargers that are not Tesla chargers and if can be included; referred to Del Amo Boulevard and Alvo Avenue which appears to be a constant dumping site; referred to the business license renewal system and inquired if can pay online

Alejandro Rojas

Addressed a public safety concern of the recent coyote attacks on children and pets in the community which has intensified fears among Carson residents particularly the elderly; suggested a Town Hall Meeting to develop proactive solutions to this urgent matter

Mayor/Agency Chairman/Authority Chairman Davis-Holmes inquired about the Town Hall Meeting with the Department of Fish and Game and other agency. Assistant City Manager, Dr. Lennox noted he will notify staff when meeting date has been confirmed.

Jason Rabb

Encouraged the Mayor and City Council to continue promoting civic engagement

Teshana Prudent

Asked if Carson businesses will be considered for City projects; referred to Sun Run panels

Mayor/Agency Chairman/Authority Chairman Davis-Holmes referred Teshana Prudent to Director Freeman for Small Business Academy information.

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:

- Community Clean Up Day partnering with Alpha Kappa Alpha Sorority, Inc., Saturday, April 25, 2026, from 9:00 A.M. to 11:30 A.M. at Walnut Park in Centerview
- Jazz Festival, Saturday, April 25, 2026, at 1:00 P.M., Dymally Institute at California State University Dominguez Hills (CSUDH)
- The Weingart Foundation Question and Answer Session regarding the Weingart Project (Project Home Key) on Albertoni formerly Extended Stay, April 30, 2026, at 6:30 P.M., Carson Community Center, Hall B

Mayor/Agency Chairman/Authority Chairman Davis-Holmes asked that the Project Home Key meeting be advertised citywide. City Manager Roberts, Jr. responded that it will advertised through the Public Information Office and Multimedia.

Council Member/Agency Member/Authority Board Member Rojas noted rescheduling her Town Hall Meeting that is currently scheduled for April 30, 2026 to not conflict with the Weingart Project (Project Home Key) meeting.

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

- Reminded the residents that the Project Home Key was originally presented to the city of Torrance and they unanimously rejected it and was brought to the city of Carson by the County. He emphasized that this project needs to work for our community not just a project that the County wants us to have. It should be outlined the way we accept it, for example for CSUDH students.
- Asked about Earth Day/Kids Fest being rescheduled at Dolphin Park. Director Whittiker, Jr. shared that staff is working with the vendors to secure a new date.
- Reflections Mini Park - the lights are not operational and the maintenance of the park is not being kept up. City staff trimmed the trees and bushes but did not pick up the trimmings. Council Member Dear stated that he would share the photos of the condition of the park. Director Whittiker, Jr. stated he would have a crew visit the park tomorrow morning. He stated that staff is working with a developer to make changes to the park.

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

- Asked about the expansion of Friendship Park. Director Whittiker, Jr. shared that plans are in the works, hopefully with a golf park.
- Attended the Senior Spring Dance which was well attended; kudos to staff

Mayor/Agency Chairman/Authority Chairman Davis-Holmes asked about Foisia Park obtaining pickleball courts and Director Whittiker, Jr. responded in the affirmative. She also attended the Senior Spring Dance.

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:

Perpetua "Pett" Zuniga Roxas

Theresa Leverette

Vincent P. Miles

Melvin Benson

Kenneth Litster

Catherine Anderson

Council Member/Agency Member/Authority Board Member, Dr. Hilton requested to add Raynell Latrice Johnson McAdory to the Memorial Adjournment Requests. He gave a prayer.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes announced that Executive Director Raymond will be sharing amazing ideas soon. She asked about the status of the Lenardo Street Project. Executive Director Raymond responded to her question.

ADJOURNMENT

The meeting was adjourned at 9:12 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

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

CONSENT 15.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Accounting

Subject: CONSIDER ADOPTING RESOLUTION NO. 26-051, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $4,341,663.53, DEMAND CHECK NUMBERS 184518 THROUGH 184792 AND 299 FOR GENERAL DEMAND AND THE AMOUNT OF $43,885.00, CHECK NUMBER 1302 FOR CO-OP AGREEMENT DEMANDS (CITY COUNCIL)

I. SUMMARY

RESOLUTION NO. 26-051, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS AS FOLLOWS:

- TOTAL OF $4,341,663.53 FOR GENERAL DEMANDS CHECK NUMBERS 184518 THROUGH 184792 AND 299.
- TOTAL OF $43,885.00 FOR CO-OP AGREEMENT DEMANDS, CHECK NUMBER 1302, WHICH ARE COSTS ASSOCIATED WITH THE CONSTRUCTION OF CAPITAL PROJECTS WITHIN THE FORMER REDEVELOPMENT PROJECT AREA, USING BOND PROCEEDS TRANSFERRED FROM THE SUCCESSOR AGENCY TO THE CITY.

II. RECOMMENDATION

WAIVE further reading and ADOPT Resolution No. 26-051, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $4,341,663.53, DEMAND CHECK NUMBERS 184518 THROUGH 184792 AND 299 FOR GENERAL DEMAND AND THE AMOUNT OF $43,885.00, CHECK NUMBER 1302 FOR CO-OP AGREEMENT DEMANDS."

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, Exhibit No. 2 and Exhibit No. 3.

SECTION 2: On May 5, 2026, the City Council ratified the above demand numbers 184518 through 184792 and 299 for General Demand and 1302 for Co-op agreement 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 $4,385,548.53.

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

PASSED, APPROVED, and ADOPTED this 5TH DAY OF MAY, 2026.

APPROVED AS TO FORM:

_____

Sunny K. Soltani, City Attorney

CITY OF CARSON:

_____

Lula Davis-Holmes, Mayor

ATTEST:

_____

Dr. Khaleah K. Bradshaw, City Clerk

V. FISCAL IMPACT

CERTIFICATION

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

EXECUTED THE 5TH DAY OF MAY, 2026 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. 26-051, adopted by the City of Carson City Council at its meeting held on May 5, 2026 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____

Dr. Khaleah K. Bradshaw, City Clerk

VI. EXHIBITS

1. EXHIBIT TO DEMAND REGISTER RESOLUTION #26-051
2. EXHIBIT TO WIRES REGISTER RESOLUTION #26-051
3. EXHIBIT TO CA REGISTER RESOLUTION #26-051

Attachments

Exhibit 1 Demand Register Resolution#26-051 - GD.pdf

Exhibit 2 Demand Register Resolution#26-051 - Wires.pdf

Exhibit 3 Demand Register Resolution#26-051 - CA.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
184518	04/09/2026	PRINTED	008021	ABRAHAM I GONZALEZ	15,126.23			
184519	04/09/2026	PRINTED	007077	ADVANCED IMAGING STRATEGI	5,830.88			
184520	04/09/2026	PRINTED	007692	ALBERT A. WEBB ASSOCIATES	572.00			
184521	04/09/2026	PRINTED	000797	ALESHIRE AND WYNDER LLP	200,799.61			
184522	04/09/2026	PRINTED	000042	ALIN PARTY SUPPLY CO	767.83			
184523	04/09/2026	PRINTED	004388	ALLIANT INSURANCE SERVICE	132.60			
184524	04/09/2026	PRINTED	005523	AMAZON CAPITAL SERVICES	7,839.38			
184525	04/09/2026	PRINTED	006675	AMERICAN TRANSPORTATION S	1,987.58			
184526	04/09/2026	PRINTED	008100	ARMAN'S JANITORIAL SUPPLI	270.17			
184527	04/09/2026	PRINTED	001001	AT&T PHONE	3,320.26			
184528	04/09/2026	PRINTED	004410	B D WHITE TOP SOIL CO INC	27.63			
184529	04/09/2026	PRINTED	001248	BARR AND CLARK INC	2,480.00			
184530	04/09/2026	PRINTED	001438	BLUE DIAMOND MATERIALS	1,528.88			
184531	04/09/2026	PRINTED	008632	BPCP BRIMAR HOLDINGS LLC	5,117.13			
184532	04/09/2026	PRINTED	007656	BREEN DESIGN GROUP, INC	52,455.00			
184533	04/09/2026	PRINTED	008648	BRITTNEY FORD	50.00			
184534	04/09/2026	PRINTED	004165	CALIFORNIA CONSULTING	5,500.00			
184535	04/09/2026	PRINTED	000167	CALIFORNIA PRO SPORTS	3,851.63			
184536	04/09/2026	PRINTED	000079	CALIFORNIA WATER SERVICE	52,058.31			
184537	04/09/2026	PRINTED	008304	CASMIR BRASGA	4,650.00			
184538	04/09/2026	PRINTED	000351	CHEM PRO LABORATORY INC	638.40			
184539	04/09/2026	PRINTED	001489	CHOURA VENUE SERVICES	1,532.88			
184540	04/09/2026	PRINTED	004947	CINDY'S JUMPERS	700.00			
184541	04/09/2026	PRINTED	008513	CINTAS CORPORATION NO. 2	2,258.59			
184542	04/09/2026	PRINTED	000114	CITY OF CARSON PETTY CASH	275.86			
184543	04/09/2026	PRINTED	008204	CJ CONCRETE CONSTRUCTION,	113,422.00			
184544	04/09/2026	PRINTED	006855	CLEMENTE-FINLEY, STEPHANI	50.00			
184545	04/09/2026	PRINTED	008400	CLIMATE INDUSTRIES, INC.	1,994.50			
184546	04/09/2026	PRINTED	000195	COASTLINE EQUIPMENT	1,901.60			
184547	04/09/2026	PRINTED	004227	CONNIE DELA CRUZ-MANIO	50.00			
184548	04/09/2026	PRINTED	008416	CORKY'S PEST CONTROL INC.	400.00			
184549	04/09/2026	PRINTED	007159	CORODATA RECORDS MANAGEME	737.36			
184550	04/09/2026	PRINTED	007159	CORODATA SHREDDING, INC.	61.95			
184551	04/09/2026	PRINTED	001629	CORTEZ GRAPHICS	2,350.89			
184552	04/09/2026	PRINTED	001180	COUNTY OF LOS ANGELES	1,011.24			
184553	04/09/2026	PRINTED	000127	DAILY BREEZE NEWSPAPER	1,471.91			
184554	04/09/2026	PRINTED	000268	DAILY JOURNAL CORP	79.20			
184555	04/09/2026	PRINTED	007176	DAVEY COACH SALES INC.	3,041.50			
184556	04/09/2026	PRINTED	007948	DAVID VOLZ DESIGN LANDSCA	20,538.00			
184557	04/09/2026	PRINTED	006876	DONALD ALAN SPRAGUE	2,247.50			
184558	04/09/2026	PRINTED	006907	ECO LAB	1,036.94			
184559	04/09/2026	PRINTED	007512	EDDINGS ENTERPRISES, INC.	6,024.91			
184560	04/09/2026	PRINTED	001744	ENTERPRISE FM TRUST INC	14,610.57			
184561	04/09/2026	PRINTED	000398	ESRI INC	2,000.00			
184562	04/09/2026	PRINTED	008420	U S BANK CORPORATE PAYMEN	995.00			
184563	04/09/2026	PRINTED	008322	EVODC LLC	2,768.46			
184564	04/09/2026	PRINTED	000039	EWING IRRIGATION PRODUCTS	1,403.32			
184565	04/09/2026	PRINTED	000355	FERGUSON ENTERPRISES LLC	1,803.41			
184566	04/09/2026	PRINTED	004223	YOLANDA FIELDER	50.00			
184567	04/09/2026	PRINTED	002192	LEANDREA FIELDS-ROBINSON	100.00			
184568	04/09/2026	PRINTED	008824	FIGHT SHOP INC	6,188.00			
184569	04/09/2026	PRINTED	000221	FLEET PRIDE	1,683.40			

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
184570	04/09/2026	PRINTED	001849	CAROLYN FOSTER	50.00			
184571	04/09/2026	PRINTED	001268	GBROS INC	329.98			
184572	04/09/2026	PRINTED	007129	GLOBAL PAYMENTS INC.	60,815.09			
184573	04/09/2026	PRINTED	008672	GMS ELEVATOR SERVICES INC	270.00			
184574	04/09/2026	PRINTED	007482	GOFORTH & MARTI	17,430.75			
184575	04/09/2026	PRINTED	000941	GOLDEN STATE WATER COMPAN	13,570.01			
184576	04/09/2026	PRINTED	005525	GREENBERG TRAURIG LLP	77,711.90			
184577	04/09/2026	VOID	000532	HDL COREN AND CONE	.00			
184578	04/09/2026	PRINTED	007378	HERC RENTALS INC.	6,477.42			
184579	04/09/2026	PRINTED	008729	HERITAGE LANDSCAPE SUPPLY	2,996.78			
184580	04/09/2026	PRINTED	000234	HOME DEPOT CREDIT SERVICE	726.73			
184581	04/09/2026	PRINTED	001477	LILLIAN HOPSON	50.00			
184582	04/09/2026	PRINTED	008758	HURRICANE ELECTRIC LLC	390.00			
184583	04/09/2026	PRINTED	008529	JAPANESE AUTO CENTER INC.	248.25			
184584	04/09/2026	PRINTED	000152	JERRYS CLEANERS	44.00			
184585	04/09/2026	PRINTED	007688	JOKER PARTY SUPPLY, INC.	194.46			
184586	04/09/2026	PRINTED	008822	JOSE ROBERTO NAVARRO JR	414.37			
184587	04/09/2026	PRINTED	008649	JOSEPH C. HUNT, JR.	50.00			
184588	04/09/2026	PRINTED	007672	KELLY PAPER COMPANY	155.42			
184589	04/09/2026	PRINTED	007093	KILEY & ASSOCIATES LLC	5,000.00			
184590	04/09/2026	PRINTED	000147	L AND B PIPE AND SUPPLY C	174.96			
184591	04/09/2026	PRINTED	000070	LOS ANGELES COUNTY DEPT O	613.52			
184592	04/09/2026	PRINTED	006884	LYFT, INC.	11,196.81			
184593	04/09/2026	PRINTED	008540	MARIBEL R PERALTA	50.00			
184594	04/09/2026	PRINTED	000599	MR HOSE INC	195.82			
184595	04/09/2026	PRINTED	003576	MRS ENVIRONMENTAL INC	1,430.00			
184596	04/09/2026	PRINTED	010999	Andy Vu	66.50			
184597	04/09/2026	PRINTED	010999	ANGEL ZAMORA	27.55			
184598	04/09/2026	PRINTED	010999	Jessica Mendoza	49.11			
184599	04/09/2026	PRINTED	010999	Kaneca Pompey	88.83			
184600	04/09/2026	PRINTED	010999	Lise Enriquez	59.57			
184601	04/09/2026	PRINTED	010999	Philip Bray	57.71			
184602	04/09/2026	PRINTED	010999	Priscilla Kinnard	37.09			
184603	04/09/2026	PRINTED	010999	Thomas Rubio	83.88			
184604	04/09/2026	PRINTED	001126	GRETA PRICE	50.00			
184605	04/09/2026	PRINTED	007372	PROTIME SPORTS INC	153.29			
184606	04/09/2026	PRINTED	001128	QUINN COMPANY	116.36			
184607	04/09/2026	PRINTED	008230	RAJO, A CALIF. CORP	80.00			
184608	04/09/2026	PRINTED	000588	REFRIGERATION SUPPLIES DI	143.84			
184609	04/09/2026	PRINTED	008643	RETAIL STRATEGIES, LLC	12,500.00			
184610	04/09/2026	PRINTED	010000	CHARLEAN WARD	200.00			
184611	04/09/2026	PRINTED	010000	JAKISHA CHATMAN	200.00			
184612	04/09/2026	PRINTED	010000	OBIOMA ONYEADOR FOUNDATIO	1,000.00			
184613	04/09/2026	PRINTED	000750	RKA CONSULTING GROUP	9,350.37			
184614	04/09/2026	PRINTED	000402	ROADLINE PRODUCTS INC USA	492.00			
184615	04/09/2026	PRINTED	000057	ROBERT MCELROY LLC	47.97			
184616	04/09/2026	PRINTED	001230	ROBERTSONS READY MIX CONC	8,408.13			
184617	04/09/2026	PRINTED	002260	RONS MAINTENANCE INC	12,500.00			
184618	04/09/2026	PRINTED	007608	SAIDICO DIRECT INC	2,089.08			
184619	04/09/2026	PRINTED	000427	SAM'S CLUB DIRECT	320.76			
184620	04/09/2026	PRINTED	001605	SC FUELS	19,422.70			
184621	04/09/2026	PRINTED	004435	SCP DISTRIBUTORS LLC	590.82			

AP CHECK RECONCILIATION REGISTER

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CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
184622	04/09/2026	PRINTED	000124	SEPULVEDA BUILDING MATERI	1,802.05			
184623	04/09/2026	PRINTED	000211	SMART AND FINAL IRIS	186.34			
184624	04/09/2026	PRINTED	008321	SMART IT PROS, INC.	3,804.82			
184625	04/09/2026	PRINTED	000240	SOUTHERN CALIFORNIA EDISO	88,010.07			
184626	04/09/2026	PRINTED	008398	SOCAL SURFACES, INC.	43,799.76			
184627	04/09/2026	PRINTED	004417	SOCALGAS	11,748.30			
184628	04/09/2026	PRINTED	000718	STAPLES ADVANTAGE	3,804.82			
184629	04/09/2026	PRINTED	000461	STATE WATER RESOURCES CON	21,150.00			
184630	04/09/2026	PRINTED	008202	SUPER BIRTHDAY, INC.	1,115.00			
184631	04/09/2026	PRINTED	005013	SWAYZER CORPORATION	34,279.39			
184632	04/09/2026	PRINTED	007654	TAIT & ASSOCIATES, INC	2,022.50			
184633	04/09/2026	PRINTED	008162	TDG ENGINEERING, INC.	33,728.91			
184634	04/09/2026	PRINTED	007612	THEODORE I. BENITO	20,000.00			
184635	04/09/2026	PRINTED	006970	TRANE U.S. INC.	180.03			
184636	04/09/2026	PRINTED	007705	TRANSTECH ENGINEERS, INC.	315,772.41			
184637	04/09/2026	PRINTED	001758	SHEILA TRESVANT	50.00			
184638	04/09/2026	PRINTED	004017	TYLER TECHNOLOGIES	2,500.00			
184639	04/09/2026	PRINTED	006769	U S BANK CORPORATE PAYMEN	2,261.41			
184640	04/09/2026	PRINTED	006769	CITY MANAGER	4,583.71			
184641	04/09/2026	PRINTED	008766	UBER TECHNOLOGIES, INC.	1,950.85			
184642	04/09/2026	PRINTED	001249	VERIZON WIRELESS	350.26			
184643	04/09/2026	PRINTED	004045	FREEMAN WATKINS	50.00			
184644	04/09/2026	PRINTED	000361	WEST COAST SAND AND GRAVE	6,490.39			
184645	04/09/2026	PRINTED	004990	WHENTOWORK, LLC	3,900.00			
184646	04/09/2026	PRINTED	002212	HD SUPPLY CONSTRUCTION	100.07			
184647	04/09/2026	PRINTED	001052	WILLIAM A KOONS	50.00			
184648	04/09/2026	PRINTED	000144	YAMADA CO INC	103.04			
184649	04/09/2026	PRINTED	000544	ZEP MANUFACTURING CO	264.37			
184650	04/14/2026	PRINTED	007777	C Below Subsurface Imagin	8,224.00			
184651	04/14/2026	PRINTED	007777	J.A. Salazar Construction	1,500.00			
184652	04/16/2026	PRINTED	000273	A Y NURSERY	6,712.88			
184653	04/16/2026	PRINTED	002904	ADMINSURE INC	9,400.00			
184654	04/16/2026	PRINTED	008764	ADVANCED AVANT-GARDE CORP	8,065.00			
184655	04/16/2026	PRINTED	000003	AIRGAS USA LLC	219.32			
184656	04/16/2026	PRINTED	007692	ALBERT A. WEBB ASSOCIATES	31,454.33			
184657	04/16/2026	PRINTED	000797	ALESHIRE AND WYNDER LLP	14,500.00			
184658	04/16/2026	PRINTED	007409	ALISON WHITNEY MILLER	68,065.51			
184659	04/16/2026	PRINTED	006506	ALL IN ONE PARTIES	210.00			
184660	04/16/2026	PRINTED	005523	AMAZON CAPITAL SERVICES	9,032.44			
184661	04/16/2026	PRINTED	008006	ANGELA M. RIVERS	50.00			
184662	04/16/2026	PRINTED	008251	ANM CONSTRUCTION INC.	3,036.00			
184663	04/16/2026	PRINTED	000974	AT & T ALARM CIRCUITS	350.80			
184664	04/16/2026	PRINTED	001078	AT & T LONG DISTANCE	73.14			
184665	04/16/2026	PRINTED	008703	AUDRA L. THOMPSON	50.00			
184666	04/16/2026	PRINTED	001248	BARR AND CLARK INC	2,255.00			
184667	04/16/2026	PRINTED	007051	BASIC BENEFITS LLC	1,497.00			
184668	04/16/2026	PRINTED	001438	BLUE DIAMOND MATERIALS	1,265.94			
184669	04/16/2026	PRINTED	000013	BOYS AND GIRLS CLUB OF CA	4,432.74			
184670	04/16/2026	PRINTED	001627	BSN SPORTS LLC	11,046.09			
184671	04/16/2026	PRINTED	008645	CAMERON A PAXTON	50.00			
184672	04/16/2026	PRINTED	000140	CARL WARREN AND CO	10,804.50			
184673	04/16/2026	PRINTED	006955	CITY ELECTRIC SUPPLY	1,296.10			

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
184674	04/16/2026	PRINTED	007718	CLIVABETH PHOTOGRAPHY LLC	2,322.59			
184675	04/16/2026	PRINTED	001311	LOUIS JOSEPH COGUT	50.00			
184676	04/16/2026	PRINTED	001629	CORTEZ GRAPHICS	889.53			
184677	04/16/2026	PRINTED	001180	COUNTY OF LOS ANGELES	9,778.91			
184678	04/16/2026	PRINTED	001180	COUNTY OF LOS ANGELES	516.00			
184679	04/16/2026	PRINTED	001432	CRAFCO INC	8,950.50			
184680	04/16/2026	PRINTED	000268	DAILY JOURNAL CORP	158.40			
184681	04/16/2026	PRINTED	000268	DAILY JOURNAL CORP	3,213.31			
184682	04/16/2026	PRINTED	006396	KIMBERLEY DAVENPORT	50.00			
184683	04/16/2026	PRINTED	001174	DEPARTMENT OF TOXIC SUBTA	1,555.42			
184684	04/16/2026	PRINTED	007595	DONNIE R. DORSEY	50.00			
184685	04/16/2026	PRINTED	006876	DONALD ALAN SPRAGUE	6,473.00			
184686	04/16/2026	PRINTED	007512	EDDINGS ENTERPRISES, INC.	289.97			
184687	04/16/2026	PRINTED	001203	EMERGENCY VEHICLE SPECIAL	5,675.64			
184688	04/16/2026	PRINTED	000039	EWING IRRIGATION PRODUCTS	878.08			
184689	04/16/2026	PRINTED	000941	GOLDEN STATE WATER COMPAN	735.14			
184690	04/16/2026	PRINTED	000865	GOODWILL LONG BEACH AND S	9,803.53			
184691	04/16/2026	PRINTED	000107	GOVERNMENT FINANCE OFFICE	1,000.00			
184692	04/16/2026	PRINTED	000793	GRAINGER	3,216.08			
184693	04/16/2026	PRINTED	004256	RONALD GRACE	3,000.00			
184694	04/16/2026	PRINTED	008136	HARRELL'S, LLC	2,389.02			
184695	04/16/2026	PRINTED	007678	HEIDI LETICIA ROMERO	50.00			
184696	04/16/2026	PRINTED	008311	HELM LLC	6,700.00			
184697	04/16/2026	PRINTED	000234	HOME DEPOT CREDIT SERVICE	213.18			
184698	04/16/2026	PRINTED	001798	CHINYERE IFEACHO	50.00			
184699	04/16/2026	PRINTED	008826	INFINITY FILMING CORP	1,950.00			
184700	04/16/2026	PRINTED	007778	IRENE T. VIERNES	50.00			
184701	04/16/2026	PRINTED	000904	NELLIE K LUA	1,049.75			
184702	04/16/2026	PRINTED	008529	JAPANESE AUTO CENTER INC.	60.00			
184703	04/16/2026	PRINTED	000152	JERRYS CLEANERS	264.75			
184704	04/16/2026	PRINTED	006528	JOHN CRUIKSHANK CONSULTAN	12,669.51			
184705	04/16/2026	PRINTED	007688	JOKER PARTY SUPPLY, INC.	173.81			
184706	04/16/2026	PRINTED	007596	KEITH EDWARD ARNOLD	50.00			
184707	04/16/2026	PRINTED	000094	LAKESHORE LEARNING MATERI	880.64			
184708	04/16/2026	PRINTED	007866	LAWRENCE MICHAEL FLINTON	50.00			
184709	04/16/2026	PRINTED	006596	PRENTISS E LEWIS	50.00			
184710	04/16/2026	PRINTED	003481	LL WATERFALL DESIGN	2,380.00			
184711	04/16/2026	PRINTED	007836	LOMITA BUILDING MATERIALS	1,192.18			
184712	04/16/2026	PRINTED	006668	LOS ANGELES CONSERVATION	66,974.75			
184713	04/16/2026	PRINTED	000070	LOS ANGELES COUNTY DEPT O	8,772.54			
184714	04/16/2026	PRINTED	008785	LUZ PADUA	50.00			
184715	04/16/2026	PRINTED	008716	MARIBEL CERVANTES	1,912.50			
184716	04/16/2026	PRINTED	007966	MARINA GRAPHIC CENTER, IN	1,321.58			
184717	04/16/2026	PRINTED	007973	MARIPOSA LANDSCAPES, INC	24,036.00			
184718	04/16/2026	PRINTED	008828	MEI CHUANG	4,035.00			
184719	04/16/2026	PRINTED	001854	METRO EXPRESSLANES	107.45			
184720	04/16/2026	PRINTED	007605	MICHAEL K WILSON	50.00			
184721	04/16/2026	PRINTED	007964	MOUR GROUP ENGINEERING +	7,433.31			
184722	04/16/2026	PRINTED	000379	MUTUAL PROPANE CO INC	147.20			
184723	04/16/2026	PRINTED	006214	NBS GOVERNMENT FINANCE GR	1,224.94			
184724	04/16/2026	PRINTED	000563	JANNY NOA	64.00			
184725	04/16/2026	PRINTED	000563	JANNY NOA	88.50			

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
184726	04/16/2026	PRINTED	010999	EMILY AVILA	187.92			
184727	04/16/2026	PRINTED	010999	Kaneca Pompey	12.61			
184728	04/16/2026	PRINTED	001168	GWENDOLYN POMPEY	99.21			
184729	04/16/2026	PRINTED	001168	GWENDOLYN POMPEY	138.47			
184730	04/16/2026	PRINTED	000408	PROFESSIONAL MOBILE REMOD	1,980.00			
184731	04/16/2026	PRINTED	007372	PROTIME SPORTS	1,685.26			
184732	04/16/2026	PRINTED	000584	PSOMAS	812.50			
184733	04/16/2026	PRINTED	008767	R3 CONSULTING GROUP, INC.	54,612.50			
184734	04/16/2026	PRINTED	001255	JESSICA RAMOS	100.00			
184735	04/16/2026	PRINTED	008545	RANDY D. BROWN	50.00			
184736	04/16/2026	PRINTED	008532	RCR TRAFFIC SPECIALIST	3,070.88			
184737	04/16/2026	PRINTED	004145	CASSANDRA REED	100.00			
184738	04/16/2026	PRINTED	010000	AHMED RAO	80.67			
184739	04/16/2026	PRINTED	010000	ALLAN CASTANETO	50.85			
184740	04/16/2026	PRINTED	010000	ALTHA STEPHENS	250.00			
184741	04/16/2026	PRINTED	010000	ASHLEY BRANTLEY	200.00			
184742	04/16/2026	PRINTED	010000	CALIFORNIA MENTOR	507.00			
184743	04/16/2026	PRINTED	010000	CALVALRY HAWTHORNE	700.00			
184744	04/16/2026	PRINTED	010000	DMC INDUSTRIES LLC	1,064.00			
184745	04/16/2026	PRINTED	010000	LAS PALMAS CONGREGATION	500.00			
184746	04/16/2026	PRINTED	010000	MELODY JONES	500.00			
184747	04/16/2026	PRINTED	010000	PILAR OF TRUTH CHRISTIAN	500.00			
184748	04/16/2026	PRINTED	010000	ROTARY INTERNATIONAL DIST	1,000.00			
184749	04/16/2026	PRINTED	010000	YOLANDA ORTIZ	103.12			
184750	04/16/2026	PRINTED	007405	RHA LANDSCAPE ARCHITECTS-	3,150.00			
184751	04/16/2026	PRINTED	000402	ROADLINE PRODUCTS INC USA	5,504.97			
184752	04/16/2026	PRINTED	000057	ROBERT MCELROY LLC	15.99			
184753	04/16/2026	PRINTED	001230	ROBERTSONS READY MIX CONC	2,890.13			
184754	04/16/2026	PRINTED	001715	HARRIETT RUSS	100.00			
184755	04/16/2026	PRINTED	000120	S&S WORLDWIDE, INC	482.40			
184756	04/16/2026	PRINTED	000427	SAM'S CLUB DIRECT	1,112.51			
184757	04/16/2026	PRINTED	007957	SAMUEL DACUS	50.00			
184758	04/16/2026	PRINTED	001605	SC FUELS	10,146.84			
184759	04/16/2026	PRINTED	006964	SCCI, INC.	800.00			
184760	04/16/2026	PRINTED	000121	STEARNS, CONRAD & SCHMIDT	10,804.55			
184761	04/16/2026	PRINTED	000124	SEPULVEDA BUILDING MATERI	1,296.50			
184762	04/16/2026	PRINTED	003159	SITEONE LANDSCAPE SUPPLY	2,021.83			
184763	04/16/2026	PRINTED	003609	SKYLINE SAFETY AND SUPPLY	4,004.52			
184764	04/16/2026	PRINTED	000211	SMART AND FINAL IRIS	528.77			
184765	04/16/2026	PRINTED	003848	SO CAL CONSTRUCTION SERVI	3,494.20			
184766	04/16/2026	PRINTED	000240	SOUTHERN CALIFORNIA EDISO	3,215.29			
184767	04/16/2026	PRINTED	008152	SO CAL EQUIPMENT REPAIR,	466.16			
184768	04/16/2026	PRINTED	008784	SONIA FUENTES	50.00			
184769	04/16/2026	PRINTED	006384	CHARTER COMMUNICATIONS	13,882.36			
184770	04/16/2026	PRINTED	008840	STACEY AHAIWE-SIMPSON	100.00			
184771	04/16/2026	PRINTED	000718	STAPLES ADVANTAGE	506.29			
184772	04/16/2026	PRINTED	000297	STATE OF CALIFORNIA	3,993.00			
184773	04/16/2026	PRINTED	006654	SWANK MOTION PICTURES INC	1,361.25			
184774	04/16/2026	PRINTED	005013	SWAYZER CORPORATION	34,279.39			
184775	04/16/2026	PRINTED	007780	TERESITA J. JUNIO	50.00			
184776	04/16/2026	PRINTED	007931	TOMECKO JACKSON	1,290.00			
184777	04/16/2026	PRINTED	007705	TRANSTECH ENGINEERS, INC.	8,400.00			

AP CHECK RECONCILIATION REGISTER

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

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
184778	04/16/2026	PRINTED	006769	U S BANK CORPORATE PAYMEN	9,266.12			
184779	04/16/2026	PRINTED	000023	UNITED REFRIGERATION INC	474.91			
184780	04/16/2026	PRINTED	000002	UNITED RENTALS (NORTH AME	1,959.39			
184781	04/16/2026	PRINTED	004832	URBAN RESTORATION GROUP U	9,179.50			
184782	04/16/2026	PRINTED	008552	VALLEY ATHLETIC FIELD SOL	520.40			
184783	04/16/2026	PRINTED	007532	VENICE FAMILY CLINIC	5,000.00			
184784	04/16/2026	PRINTED	003166	VERITIV CORPORATION	1,241.75			
184785	04/16/2026	PRINTED	001011	W.G. ZIMMERMAN ENGINEERIN	10,534.00			
184786	04/16/2026	PRINTED	006220	WASTE RESOURCES, INC	564,544.27			
184787	04/16/2026	PRINTED	000888	WATERLINE TECHNOLOGIES	2,470.44			
184788	04/16/2026	PRINTED	000302	WAXIE SANITARY SUPPLY	380.11			
184789	04/16/2026	PRINTED	000212	WEST COAST ARBORISTS	264,790.00			
184790	04/16/2026	PRINTED	002212	HD SUPPLY CONSTRUCTION	6,874.64			
184791	04/21/2026	PRINTED	007777	C-Below	7,000.00			
184792	04/21/2026	PRINTED	007777	C-Below	15,750.00			
	275 CHECKS			CASH ACCOUNT TOTAL	2,911,497.81	.00		

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
275 CHECKS	FINAL TOTAL	2,911,497.81	.00

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

City of Carson

AP CHECK RECONCILIATION REGISTER

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

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
299	04/20/2026	WIRE	004084	RE SOLUTIONS, LLC	1,430,165.72			
			1 CHECKS	CASH ACCOUNT TOTAL	1,430,165.72	.00		

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
1 CHECKS	FINAL TOTAL	1,430,165.72	.00

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

City of Carson

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 284-99-999-999-1032- FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
1302	04/09/2026	PRINTED	007451	EXP US SERVICES INC	43,885.00			
		1 CHECKS		CASH ACCOUNT TOTAL	43,885.00	.00		

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
1 CHECKS	FINAL TOTAL	43,885.00	.00

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

Report to Honorable Mayor and City Council

Tuesday, May 5, 2026, 5:00 PM

CONSENT 17.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Purchasing

Subject: CONSIDER APPROVAL OF INCREASED FISCAL YEAR SPENDING AUTHORITY WITH THE HOME DEPOT IN AN AMOUNT NOT-TO-EXCEED $450,000 AND WITH AMAZON BUSINESS IN AN AMOUNT NOT-TO-EXCEED $400,000 FOR VARIOUS MATERIALS AND SUPPLIES UTILIZING COOPERATIVE PURCHASING PURSUANT TO CMC SECTION 2611(G) (CITY COUNCIL)

I. SUMMARY

As authorized by City Municipal Code ("CMC") Section 2611(g), the City Council previously approved the use of cooperative purchasing agreements through OMNIA Partners, Public Sector, for procurement of maintenance, repair, and operating (MRO) supplies and various materials and supplies from The Home Depot and Amazon Business.

The current approved fiscal year spending authority is $400,000 per fiscal year for Home Depot and $300,000 per fiscal year for Amazon Business. Due to increased operational demand across City departments, rising material costs, and the continued need for efficient procurement methods, Staff recommends increasing the approved fiscal year spending authority for these vendors.

II. RECOMMENDATION

TAKE the following actions:

1. WAIVE the formal bidding procedures pursuant to CMC Section 2610, as allowed by CMC Section 2611(g) (Cooperative Purchasing);
2. AUTHORIZE the City to make purchases from The Home Depot for maintenance, repair, and operating supplies under OMNIA Partners Contract No. 16154 in a cumulative amount not to exceed $450,000 per fiscal year, representing an increase of $50,000 per fiscal year from the previously approved limit of $400,000;
3. AUTHORIZE the City to make purchases from Amazon Business for various materials and supplies under OMNIA Partners cooperative agreements in a cumulative amount not to exceed $400,000 per fiscal year representing an increase of $100,000 per fiscal year from the previously approved limit of $300,000; and
4. AUTHORIZE Staff to issue purchase orders as necessary to implement the authorized cooperative purchasing in accordance with City Municipal Code Section 2605.

III. ALTERNATIVES

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

IV. BACKGROUND

The City Council has previously authorized the use of OMNIA Partners cooperative purchasing agreements to maximize cost savings and staff efficiency. Public agencies commonly utilize cooperative purchasing agreements that have been competitively solicited and awarded by other governmental entities. These agreements allow the City to procure goods and services at prenegotiated pricing while reducing administrative costs associated with formal bidding processes.

The City currently utilizes OMNIA Partners cooperative purchasing agreements for both maintenance, repair, and operating (MRO) supplies and various materials and supplies.

The City participates in OMNIA Partners cooperative purchasing agreements for maintenance, repair, and operating (MRO) supplies through The Home Depot, including Contract No. 16154 and related OMNIA Partners cooperative purchasing agreements applicable to MRO products and services. These agreements were competitively solicited and awarded by a lead public agency (Maricopa County, Arizona) and are available for use by participating public agencies nationwide through the OMNIA Partners cooperative purchasing program.

Contract No. 16154 provides access to a broad range of maintenance, repair, operating, and industrial supplies, including hardware, tools, paint, plumbing materials, and related operational supplies utilized across City departments. The agreement is part of the broader OMNIA cooperative purchasing portfolio supporting MRO procurement needs.

The City Council originally approved participation in the OMNIA Partners cooperative purchasing agreement with The Home Depot at the March 4, 2020, with an annual not-to-exceed amount of $200,000. Due to increased demand, inflationary cost pressures, and expanded operational needs across City departments, the City Council subsequently approved an increase to the NTE amount to $400,000 per fiscal year at the November 21, 2024 City Council meeting. The agreement remains in effect and available for use pursuant to prior City Council authorization and applicable fiscal year spending limits, and is now proposed for further increase to $450,000 per fiscal year.

The City also participates in OMNIA Partners cooperative purchasing agreements with Amazon Business. The City’s prior approval was based on OMNIA Contract No. MA3457; however, this agreement has been superseded by the current OMNIA Partners Master Agreement (Contract No. LS4679), awarded by the State of Utah, with a term effective May 6, 2025 through May 5, 2030. This agreement continues to provide the City access to a broad range of competitively priced materials, supplies, and equipment.

Amazon Business provides access to office supplies, IT equipment, janitorial and sanitation supplies, maintenance and repair materials, and other operational goods required by City departments.

The City Council originally approved participation in the OMNIA Partners cooperative purchases with Amazon Business at the February 16, 2021 City Council Meeting, with an initial not-to-exceed amount of $40,000. The City Council subsequently approved increases to the spending limit, including an increase to $100,000 at the April 4, 2023 meeting, to $200,000 at the February 4, 2025 meeting, and most recently to $300,000 at the June 17, 2025 meeting. These authorizations remain in effect and reflect the City Council's ongoing support for the use of cooperative purchasing to meet operational needs.

Both cooperative agreements are competitively solicited and publicly awarded, ensuring compliance with applicable public procurement requirements and City Municipal Code Section 2611(g). These purchasing vehicles provide cost savings, operational efficiency, and timely access to essential goods and materials.

Due to increased demand, expanded operational needs across departments, and inflationary cost pressures, the existing fiscal year spending limits are no longer sufficient. Increasing these thresholds will ensure continued access to essential supplies while maintaining procurement efficiency and compliance.

V. FISCAL IMPACT

Funds for these purchases are included in the adopted fiscal year budget within the respective departmental accounts. No additional appropriation is required.

VI. EXHIBITS

1. OMNIA Partners Contract No. 16154 - The Home Depot
2. OMNIA Partners Contract No. LS4679 - Amazon Business

Attachments

OMNIA Partners Contract No. 16154 - The Home Depot

OMNIA Partners Contract No. LS4679 - Amazon Business

SERIAL 16154 RFP MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED PRODUCTS AND SERVICES (U.S. Communities) Contract - Home Depot U.S.A., Inc.

DATE OF LAST REVISION: March 27, 2026 CONTRACT END DATE: December 31, 2026

CONTRACT PERIOD THROUGH DECEMBER 31, ~~2021~~ 2026

TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED PRODUCTS AND SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **January 11, 2017 (Eff. 02/01/17).**

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Kevin Tyne

Kevin Tyne, Chief Procurement Officer
Office of Procurement Services

KS/mm
Attach

Copy to: Office of Procurement Services
~~Erick Blue, Facilities Management~~
Sydney Bleiweiss, Facilities Management

CONTRACT PURSUANT TO RFP

SERIAL 16154-RFP

This Contract is entered into this 11th day of January, 2017 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Home Depot U.S.A., Inc., a Delaware corporation ("Contractor") for the purchase of Maintenance Repair and Operating Supplies and Services.

1.0 CONTRACT TERM:

1.1 This Contract is for a term of Five (5) years, beginning on the 1st day of February, 2017 and ending the 31st day of December, ~~2021~~ **2026**.

1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of five (5) additional years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least sixty (60) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

1.3 **CONTRACT COMPLETION:**

The Contractor shall make all reasonable efforts for an orderly transition of its duties and responsibilities to another provider and/or to the County. This may include, but is not limited to preparation of a transition plan and cooperation with the County or other providers in the transition. The transition includes the transfer of all records, and other data in the possession, custody or control of Contractor required to be provided to the County either by the terms of this agreement or as a matter of law. The provisions of this clause shall survive the expiration or termination of this agreement

2.0 FEE ADJUSTMENTS:

2.1 Any request for a fee or rebate offering adjustment must be submitted sixty (60) days prior to the current Contract expiration. Requests for adjustment in cost of labor and/or materials not identified in the awarded proposal must be supported by appropriate documentation. If County agrees to the adjusted fee or rebate offering, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey if the offering was awarded on a fixed price basis.

3.0 PAYMENTS:

3.1 As consideration for performance of the duties described herein, County shall pay Contractor the prices based on the discounts stated in Exhibit "A." or Task Order.

3.2 For non-procurement card transactions, Payment shall be made upon the County's receipt of a properly completed invoice.

3.3 INVOICES (NON-PROCUREMENT CARD TRANSACTIONS):

3.3.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. Incomplete invoices will not be processed. At a minimum, the invoice must provide access to the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number or
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity (number of days or weeks)
- Contract Item number(s)
- Description of Purchase (product or services)
- Pricing per unit of purchase
- Freight (if applicable)
- Extended price
- Mileage w/rate (if applicable)
- Arrival and completion time (if applicable)
- Total Amount Due

3.3.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

3.3.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (http://www.maricopa.gov/Finance/Vendors.aspx).

3.3.4 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County (ROI).

3.3.5 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.3.6 Invoices are required to contain access to the following information: (Maricopa County Facilities Management)

- Company name, address and contact
- County bill-to name and contact information
- Building Name and Building Number
- Contract Serial Number or
- County purchase order number
- Maximo (FMD) service call number
- Invoice number and date
- Date of service or delivery
- Description of Purchase (services performed)
- Pricing per unit of purchase
- Extended price
- Arrival and completion time
- Total Amount Due

3.3.7 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County (ROI).

3.3.8 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

3.3.9 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (**http://www.maricopa.gov/Finance/Vendors.aspx**).

3.3.10 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.4 PAYMENT RETENTION: (By Task Order/Project if required)

3.4.1 Ten percent (10%) of monies paid for Project Management and Project Labor earned by CONTRACTOR related to work under this agreement may be retained by COUNTY until Final Completion of the services if mutually agreed to for a specific project. COUNTY may elect to release specific retention payments based on mutually agreed milestones, but in no case shall retention be released prior to Final Completion. All other payment terms and conditions shall not be affected by the retention. In the event of termination or cancellation of this contract by County through no fault of CONTRACTOR, CONTRACTOR shall be entitled to the refund of any funds in the retention account.

3.4.2 The CONTRACTOR shall have the right, pursuant to Arizona Revised Statues, to submit securities in lieu of retention for all work completed. The CONTRACTOR is required to request this option at least ten (10) business days prior to submission of first Application for Payment to allow time for preparation of forms. The CONTRACTOR shall request and obtain securities forms through COUNTY. The COUNTY must identify either securities option or retention option prior to first Application for Payment.

3.5 APPLICABLE TAXES:

3.5.1 **Payment of Taxes:** The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.

3.5.2 **State and Local Transaction Privilege Taxes:** Maricopa County is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this contract it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

3.5.3 **Tax Indemnification:** Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

3.6 TAX: (SERVICES)

~~No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.~~

No tax shall be invoiced or paid against Contractor's labor. It is the responsibility of the Contractor to determine any and all applicable taxes and include the cost in the proposal price.

3.7 TAX (COMMODITIES):

~~Tax shall not be levied against labor. Sales/use tax will be determined by County. Tax will not be used in determining low price.~~

Tax shall not be invoiced against Contractor's labor. Sales/use tax will be determined by County. Tax will not be used in determining low price.

3.8 STRATEGIC ALLIANCE for VOLUME EXPENDITURES ($AVE):

3.8.1 The County is a member of the $AVE cooperative purchasing group. $AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the $AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of $AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of $AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

3.9 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

3.9.1 County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract

3.10 VOLUNTARY EMPLOYEE DISCOUNTS

3.10.1 Vendors may voluntarily offer discounts to County employees for products or services provided under this contract. Whether a vendor offers or does not offer an employee discount is not a factor in nor considered in the evaluation of responses to this solicitation.

3.10.2 Any discount offered is part of a commercial transaction between the vendor and individual County employees and the County is not a party to the transaction. Any disputes or issues arising from an individual commercial transaction between the vendor and an individual County employee are a matter between the vendor and the employee. If a discount is offered, the terms will be announced to County employees.

4.0 AVAILABILITY OF FUNDS:

4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

4.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

5.0 DUTIES:

5.1 The Contractor shall perform all duties stated in Exhibit "B", Task Order or as otherwise directed in writing by the Procurement Officer.

6.0 TERMS and CONDITIONS:

6.1 INDEMNIFICATION AND LIMITATION OF LIABILITY:

To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend indemnify and hold harmless the County (as Owner), its agents, representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from the negligence or willful misconduct relating to the performance of this Contract.

Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, agents, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment of, or destruction of tangible property, including loss of use resulting there from, caused by gross negligence or willful misconduct in the performance of this Contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, any one directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

CONTRACTOR WILL NOT BE LIABLE TO COUNTY FOR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, EXEMPLARY, MORAL, OR CONSEQUENTIAL DAMAGES, EXPENSES, COST, PROFITS, LOST SAVINGS OR EARNINGS, LOST OR CORRUPTED DATA, OR OTHER LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT.

6.2 INSURANCE.

6.2.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

6.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily

completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

6.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

6.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

6.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

6.2.6 Notwithstanding anything to the contrary contained herein, **CONTRACTOR** shall have the right to self-insure part or all of any of the insurance it is required to maintain hereunder in its sole discretion so long as **CONTRACTOR** maintains a net worth of not less than One Hundred Million ($100,000,000) Dollars. Such net worth shall be documented to **COUNTY** and **COUNTY** shall be advised in writing in the event such net worth requirement is not met. In the event that **CONTRACTOR** elects to self-insure all or any part of any risk that would be insured under the policies and limits described herein, and an event occurs where insurance proceeds would have been available but for the election to self-insure, **CONTRACTOR** shall make funds available to the same extent that they would have been available had such insurance policy been carried, unless specifically provided to the contrary herein.

6.2.7 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

6.2.8 **Commercial General Liability.**

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than $2,000,000 for each occurrence, $4,000,000 Products/Completed Operations Aggregate, and $4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

6.2.9 **Automobile Liability.**

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services or use or maintenance of the Premises under this Contract.

6.2.10 **Workers' Compensation.**

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than

$1,000,000 for each accident, $1,000,000 disease for each employee, and $1,000,000 disease policy limit.
Contractor, its contractors and its subcontractors waive all rights against Contract and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor, its contractors and its subcontractors pursuant to this Contract.

6.2.11 **Errors and Omissions (Professional Liability) Insurance.**

Errors and Omissions (Professional Liability) insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions or professional liability of the **CONTRACTOR**, with limits of no less than $2,000,000 for each claim.

6.2.12 **Builder's Risk (Property) Insurance.**

CONTRACTOR shall purchase and maintain, on a replacement cost basis, Builders' Risk insurance and, if necessary, Commercial Umbrella insurance in the amount of the initial Contract amount as well as subsequent modifications thereto for the entire work at the site. Such Builders' Risk insurance shall be maintained until final payment has been made or until no person or entity other than COUNTY has an insurable interest in the property required to be covered, whichever is earlier. This insurance shall include interests of COUNTY, CONTRACTOR, and all subcontractors and sub-subcontractors in the work during the life of the Contract and course of construction, and shall continue until the work is completed and accepted by COUNTY. For new construction projects, CONTRACTOR agrees to assume full responsibility for loss or damage to the work being performed and to the structures under construction. For renovation construction projects, CONTRACTOR agrees to assume responsibility for loss or damage to the work being performed at least up to the full Contract amount, unless otherwise required by the Contract documents or amendments thereto. Builders' Risk insurance shall be on a special form and shall also cover false work and temporary buildings and shall insure against risk of direct physical loss or damage from external causes including debris removal, demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for architect's service and expenses required as a result of such insured loss and other "soft costs" as required by the Contract. Builders' Risk insurance must provide coverage from the time any covered property comes under CONTRACTOR'S control and/or responsibility, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, and while on the construction or installation site awaiting installation. The policy will provide coverage while the covered premises or any part thereof are occupied. Builders' Risk insurance shall be primary and any insurance or self-insurance maintained by the County is not contributory. If the Contract requires testing of equipment or other similar operations, at the option of COUNTY, CONTRACTOR will be responsible for providing property insurance for these exposures under a Boiler Machinery insurance policy or the Builders' Risk Insurance policy.

6.2.13 Certificates of Insurance.

6.2.13.1 Prior to Contract **AWARD,** Contractor shall furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title. Alternatively the County will accept an insurance industry recognized Memorandum of Insurance

6.2.13.2 In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

6.2.13.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

6.2.14 Cancellation and Expiration Notice.

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to Maricopa County. Contractor must provide to Maricopa County, within 2 business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed or hand delivered to **160 South 4th Avenue** ~~320 West Lincoln Street~~, Phoenix, AZ 85003, or emailed to Procurement Officer noted in solicitation.

6.3 BOND REQUIREMENT: (If required by an individual Project/Task Order)

6.3.1 If requested for an individual Order and concurrently with the submittal of the proposal associated with the Order, the Contractor shall furnish the Contracting Agency the following bonds, which shall become binding upon the award of the contract to the Contractor

6.3.1.1 A Performance Bond equal to the full Contract amount ($_____or as specified) conditioned upon the faithful performance of the Order in accordance with plans, specifications and conditions thereof. Such bond shall be solely for the protection of the Contracting Agency awarding the Order.

6.3.1.2 A Payment Bond equal to the full contract amount ($_____or as specified) solely for the protection of claimants supplying labor and materials to the Contractor or his Subcontractors in the prosecution of the work provided for in such Order.

6.3.2 Each such bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of his judgment such reasonable attorney's fees as may be fixed by a judge of the court.

6.3.3 Each bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance. The bonds shall not be executed by an individual surety or sureties. The bonds shall be made payable and acceptable to the Contracting Agency. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official. In addition, said company or companies shall be rated "Best-A" or better as required by the Contracting Agency, as currently listed in the most recent Best Key Rating Guide, published by the A.M. Best Company.

6.4 FORCE MAJEURE

6.4.1 Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Contract if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events,

occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, interruption or failure of electricity or telecommunication service.

6.4.2 Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

6.4.3 The party asserting *Force Majeure* as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

6.4.4 The County shall reserve the right to terminate this Contract and/or any applicable order or contract release purchase order upon non-performance by Contractor. The County shall reserve the right to extend the Contract and time for performance at its discretion.

6.5 WARRANTY OF SERVICES:

6.5.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

6.5.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein for one year following the performance of those services. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

6.5.3 DISCLAIMER OF WARRANTIES FOR PRODUCTS. COUNTY'S SOLE AND EXCLUSIVE WARRANTY FOR PRODUCTS, IF ANY, IS THAT PROVIDED BY THE PRODUCT MANUFACTURER. CONTRACTOR DISCLAIMS ALL EXPRESSED, IMPLIED OR STATUTORY WARRANTIES, WHETHER IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE LANGUAGE OF THIS PARAGRAPH SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT

6.6 INSPECTION OF SERVICES:

6.6.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the Contract requires.

6.6.2 County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. County shall perform inspections and tests in a manner that will not unduly delay the work.

6.6.3 If prior to completion of an Order any of the services required by that Order do not conform to Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at no cost to the County. When the defects in services cannot be corrected by re-performance, County may:

6.6.3.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and

6.6.3.2 Reduce the Contract price to reflect the reduced value of the services performed.

6.6.4 If the Contractor fails to promptly perform the services again as provided in Section 6.6.3 or to take the necessary action to ensure future performance in conformity with Contract requirements, County may:

6.6.4.1 By Contract or otherwise, perform the services and charge to the Contractor, through direct billing or through payment reduction, any cost incurred by County that is directly related to the performance of such service; or

6.6.4.2 Terminate the Contract for default.

~~6.7 REQUIREMENTS CONTRACT:~~

~~6.7.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid is a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials or services contained in the Contract, they will be purchased from the Contractor awarded that item if the Contractor can meet all the delivery requirements of the County. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.~~

~~6.7.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.~~

~~6.7.3 Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.~~

6.8 BACKGROUND CHECK:

Contractors need to be aware that there may be multiple background checks (Sheriff's Office, County Attorney's Office, Courts as well as Maricopa County general government) to determine if the respondents employees are acceptable for the contractor to do business with the County. This applies to (but is not limited to) the company and sub-contractors. Employees or others who fail to pass these checks shall not be allowed to work on County projects. Failure to meet these requirements may lead to termination of the contract.

6.9 SUSPENSION OF WORK

The Procurement Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Procurement Officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

6.10 STOP WORK ORDER

The Procurement Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Procurement Officer shall either—

6.10.1 Cancel the stop-work order; or

6.10.2 Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the County, clause of this contract.

6.10.3 The Procurement Officer may make an equitable adjustment in the delivery schedule and/or contract price, or otherwise, and the contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor.

6.11 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

6.12 TERMINATION FOR DEFAULT:

The County may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

6.12.1 Deliver the supplies or to perform the services within the time specified in this contract or any extension;

6.12.2 Make progress, so as to endanger performance of this contract; or

6.12.3 Perform any of the other provisions of this contract.

6.12.4 The County's right to terminate this contract under these subparagraph may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

6.13 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

6.14 CONTRACTOR LICENSE REQUIREMENT:

6.14.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.

6.14.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to posses the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

6.15 SUBCONTRACTING:

6.15.1 The Contractor may not assign to another Contractor or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project. The County hereby consents to Contractor's subcontracting work to Authorized Service Providers under contract with Contractor.

6.15.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates or the County has approved the increase. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

6.16 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

6.17 ADDITIONS/DELETIONS OF SERVICE:

6.17.1 The County reserves the right to add and/or delete materials and services to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials or services are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

~~6.17.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.~~

6.18 VALIDITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of the Contract.

6.19 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

6.20 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

6.21 NON-DISCRIMINATION:

~~CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1 which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.~~

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Arizona State Library Research website (http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1) which is hereby incorporated into this contract as if set forth in full herein. During the performance of this Contract, Contractor shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

~~6.22 ISRAEL BOYCOTT:~~

~~By signing this Contract, the Contractor certifies that they are in compliance with Article 9, Arizona Revised Statutes Section 35-393 *et seq*.~~

6.23 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

~~The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor~~

~~is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;~~

~~have not within 3 year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;~~

~~are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and~~

~~have not within a 3 year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.~~

~~The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.~~

6.23.1 **The undersigned (authorized official signing on behalf of the Contractor) certifies to the best of his or her knowledge and belief that the Contractor, its current officers and directors;**

6.23.1.1 **are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from being awarded any contract or grant by any United States Department or Agency or any state, or local jurisdiction;**

6.23.1.2 **have not within three (3) year period preceding this Contract;**

6.23.1.2.1 **been convicted of fraud or any criminal offense in connection with obtaining, attempting to obtain, or as the result of performing a government entity (Federal, State or local) transaction or contract; and**

6.23.1.2.2 **been convicted of violation of any Federal or State antitrust statues or conviction for embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property regarding a government entity transaction or contract; and**

6.23.1.2.3 **are not presently indicted or criminally charged by a government entity (Federal, State or local) with commission of any criminal offenses in connection with obtaining, attempting to obtain, or as the result of performing a government entity public (Federal, State or local) transaction or contract; and are not presently facing any civil charges from any governmental entity regarding obtaining, attempting to obtain, or from performing any governmental entity contract or other transaction; and have not within a three (3) year period preceding this Contract had any public transaction (Federal, State or local) terminated for cause or default.**

6.23.1.3 **If any of the above circumstances described in the paragraph are applicable to the entity submitting a bid for this requirement, include with your bid an explanation of the matter including any final resolution.**

6.23.2 **The Contractor shall include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.**

6.24 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

6.24.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all

employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

6.24.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.24.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.25 INFLUENCE

As prescribed in ~~MC1-1202~~ **MC1-1203** of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct may be grounds for Disbarment or Suspension under MC1-902.
An attempt to influence includes, but is not limited to:

6.25.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,

6.25.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

6.26 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS.

6.26.1 The Parties agree that this Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112–239) and section 3.908 of the Federal Acquisition Regulation;

6.26.2 Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by Contractor and copies provided to County upon request.

6.26.3 Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold ($150,000 as of September 2013).

6.27 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

6.27.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after

final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

6.27.2 If the Contractor's books, records , accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

6.27.3 If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check or deduction from current billings Submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

6.28 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

6.29 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

6.30 PUBLIC RECORDS:

Under Arizona law, all Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection and copying after Contract award and execution, except for such Offers or sections thereof determined to contain proprietary or confidential information. by the Office of Procurement Services. If an Offeror believes that information in its Offer or any resulting Contract should not be released in response to a public record request under Arizona law, the Offeror shall indicate the specific information deemed confidential or proprietary and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise from disclosure. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

6.31 PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other similar customer for these or similar services under similar terms.

6.32 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

6.33 RELATIONSHIPS:

~~In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.~~

6.33.1 **In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.**

6.33.2 **The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.**

6.34 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

6.35 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

6.36 **ORDERING AUTHORITY:**

Any request for purchase shall be accompanied by a valid purchase order, issued by Office of Procurement Services, a Purchase Order issued by the using Department or direction by a Certified Agency Procurement Aid (CAPA) with a Purchase Card for payment.

6.37 **NO MINIMUM OR MAXIMUM PURCHASE OBLIGATION:**

6.37.1 **This Contract does not guarantee any minimum or maximum purchases will be made. Orders will only be placed under this Contract when the County identifies a need and proper authorization and documentation have been approved.**

6.37.2 **Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County Procurement Officer with written notification to follow. Contractor specifically acknowledges to be bound by this cancellation policy.**

6.38 **PURCHASE ORDERS:**

County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

6.39 **UNIFORM ADMINISTRATIVE REQUIREMENTS:**

By entering into this Contract, the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE

REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.

For purchases of $50,000 or greater under this agreement, the applicable participating entity must disclose to THD when it is receiving any federal funds related to that requested purchase prior to THD agreeing to that purchase.

6.40 **CONFIDENTIAL INFORMATION:**

Any information obtained in the course of performing this Contract may include information that is proprietary or confidential to the County. This provision establishes the Contractor's obligation regarding such information.

The Contractor shall establish and maintain procedures and controls that are adequate to assure that no information contained in its records and/or obtained from the County or from others in carrying out its functions (services) under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. The Contractor's procedures and controls at a minimum must be the same procedures and controls it uses to protect its own proprietary or confidential information. If, at any time during the duration of the Contract, the County determines that the procedures and controls in place are not adequate, the Contractor shall institute any new and/or additional measures requested by the County within fifteen (15) calendar days of the written request to do so.

Any requests to the Contractor for County proprietary or confidential information shall be referred to the County for review and approval, prior to any dissemination.

6.41 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

6.41.1 Exhibit A, Pricing;

6.41.2 Exhibit B, Scope of Work;

6.41.3 Exhibit C Facilities Management Requirements

NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Office of Procurement Services
ATTN: Contract Administration
~~320 West Lincoln Street~~ **160 South 4th Avenue**
Phoenix, Arizona 85003-2494

For Contractor:
Home Depot U.S.A., Inc.
~~2455 Paces Ferry Road~~ **PO BOX 193176,**
~~Atlanta, GA. 30339~~ **Columbus, OH 43218**
ATTN: Contract Administration

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

AUTHORIZED SIGNATURE

J. T. Rieves, Vice President, Pro Business
PRINTED NAME AND TITLE

2455 Paces Ferry Road Atlanta, GA 30339
ADDRESS

1-4-2017
DATE

MARICOPA COUNTY

CHAIRMAN, BOARD OF SUPERVISORS — JAN 17 2017 — DATE

ATTESTED:

CLERK OF THE BOARD 01/17 — JAN 17 2017 — DATE

APPROVED AS TO FORM:

DEPUTY COUNTY ATTORNEY — Jan 12, 2017 — DATE

EXHIBIT A
PRICING

SERIAL 16154-RFP	
NIGP CODE: 45041	
RESPONDENT'S NAME:	Home Depot U.S.A., Inc.
COUNTY VENDOR NUMBER :	W000001453
ADDRESS:	~~2455 Paces Ferry Road~~ **PO BOX 193176,**
	A~~tlanta, GA 30339~~ **Columbus OH 43218**
P.O. ADDRESS:	Each local The Home Depot stores
TELEPHONE NUMBER:	866-589-0690
FACSIMILE NUMBER:	866-589-0691
WEB SITE:	www.homedepot.com
CONTACT (REPRESENTATIVE):	~~Richard Nyberg~~ **Cameron Mickey**
REPRESENTATIVE'S E-MAIL ADDRESS:	~~richard_nyberg@homedepot.com~~ **omniapartners@homedepot.com**

	YES
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT	[X]
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]

PAYMENT TERMS. [X] NET 30 DAYS (See Below)

Note: Net 30 is for Home Depot Account transactions only. Payment is required at the time of each transaction.

Note: Net 60 payment terms for Home Depot Accounts may be available upon review of a customer's account information.

1.0 PRICING:

1.1	Do you offer a Rebate in lieu of a discount			Yes
	Details of your Rebate Program			
	· **At least $10,000 to $25,000 Annual Net Sales (Pretax) = 1% Rebate**			
	· **At least $25,000 to $100,000 Annual Net Sales (Pretax) = 2% Rebate**			
	· **Over $100,000 Annual Net Sales (Pretax) = 5% Rebate**			
1.2	**Pro Rewards Paint Program**			
	Level	**Discount %**	**Minimum Annual Spend on Paint**	
	Gold	**20%**	**$ 7,500**	
	Silver	**15%**	**$ 4,000**	
	Bronze	**10%**	**$ 2,000**	
1.3	**Volume Pricing Program**			
	For any purchase over $1,500 more aggressive pricing may be available through the Volume Pricing Program.			
	For any planned order over $1,500, call in the request for quote to the ProDesk of your local The Home Depot			
	store and ask for it to be submitted for volume pricing consideration.			

EXHIBIT B
STATEMENT OF WORK

CONTRACT FOR MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED PRODUCTS AND SERVICES (U.S. Communities)

1.0 INTENT:

The Contractor shall have a strong national presence for a vast array of supplies and equipment necessary for maintenance and repair in residential, commercial and industrial environments for use by various public entities nationwide.

Other governmental entities under agreement with the County may have access to services provided hereunder.

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.

1.1 INTRODUCTION, BACKGROUND AND INTENT: MASTER AGREEMENT

Maricopa County, AZ (herein "Lead Public Agency" on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies") is awarding a contract to a qualified supplier to enter into a Master Agreement for a complete line of Maintenance, Repair and Operating (MRO) Supplies and Industrial Supplies in a Retail and Wholesale environment; and Related Products and Services (herein "Products and Services").

1.2 GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES

Contractors are to have the broadest possible selection of MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES AND RELATED PRODUCTS AND SERVICES they offer. The intent of this contract is to provide Participating Public Agencies with a comprehensive offering of products and services to meet their various needs.

1.2.1 **Maintenance, Repair, Operating (MRO) Supplies and Related Services (Installation, Repair and Renovation)** – A complete and comprehensive offering of wholesale and/or retail MRO supplies such as appliances, building materials, hardware, HVAC, kitchen and bath cabinets, janitorial supplies, landscaping equipment and supplies, motors, pumps, paints and coatings, plumbing, pool chemicals and supplies, hand-held general purpose tools, power tools, flooring, window coverings, and any other miscellaneous MRO supplies offered by Supplier.

In addition, a complete range of services available through the Supplier such as, but not limited to, installation, renovation services, repair services, training services and any other related services offered by Supplier.

1.2.2 **Related Products and Services (Including Installation, Repair and Renovation Services) –** A complete range of related products and services offered by Supplier including, but not limited to, installation, repair and renovation services for replacements, upgrades, and remodeling in the residential, commercial and industrial environments relating to any of the following (non-inclusive): roofing, gutters, downspouts, HVAC,

plumbing, electrical, exterior decks, patios and porches, exterior siding, windows and doors, interior and exterior painting, weatherization, ADA improvements, hose fabrication, hydraulic repairs, gearbox repairs, conveyor system repairs, vulcanizing, rubber fabrication, and any other types of residential, commercial and industrial environments.

2.0 SCOPE OF WORK:

2.1 MAINTENANCE, REPAIR, OPERATING SUPPLIES (MRO) AND RELATED SERVICES (INSTALLATION, REPAIR AND RENOVATION):

Provide a complete and comprehensive offering of Retail MRO supplies such as appliances, building materials, hardware, HVAC, kitchen and bath cabinets, janitorial supplies, landscaping equipment and supplies, motors, pumps, paints and coatings, plumbing, pool chemicals and supplies, hand-held general purpose tools, power tools, flooring, window coverings, and any other miscellaneous MRO supplies offered by Supplier.

In addition, a complete range of services available through the Supplier such as, but not limited to, installation, renovation services, repair services, training services and any other related services offered by Supplier.

2.2 RELATED PRODUCTS AND SERVICES (INSTALLATION, REPAIR AND RENOVATION SERVICES)**:**

2.2.1 Any related products offered by Supplier.

2.2.2 Services may also include replacements, upgrades, remodeling; and product, turnkey and major category installations.

2.2.3 Services performed shall be non-structural in nature.

2.2.4 Products used in performing these services shall be procured under the awarded contract, at contract prices.

2.2.5 These services may be required in the residential and commercial environments and may be any of the following (non-inclusive):

2.2.5.1 Roofing, Gutters, Downspouts
2.2.5.2 HVAC
2.2.5.3 Plumbing
2.2.5.4 Electrical
2.2.5.5 Exterior decks, patios and porches
2.2.5.6 Exterior Siding
2.2.5.7 Windows, Doors
2.2.5.8 Interior/Exterior Painting
2.2.5.9 Weatherization – Storm Windows/Doors, Insulation, Weather Stripping
2.2.5.10 ADA Improvements

2.2.6 Services:

2.2.6.1 Providing and managing qualified contractors

2.2.6.2 Budget management in keeping projects on budget

2.2.6.3 Project management services in design, planning, organizing, scheduling and managing all stages of a project.

2.2.7 Service Providers (Labor):

2.2.7.1 Contractor shall serve as the single point of contact between Participating Public Agencies and Service Providers.

2.2.7.2 Contractor shall verify that all Service Providers are fully licensed for the type of work being performed in the respective state(s).

2.2.7.3 Contractor shall verify each Service Provider maintains at a minimum, the levels of insurance specified under in draft contract.

2.2.7.4 Contractor shall perform a background screen of all Service Providers consisting of (at a minimum):

2.2.7.4.1 National Employee Database
2.2.7.4.2 SSN Verification
2.2.7.4.3 National Criminal Database Check
2.2.7.4.4 Two County Search
2.2.7.4.5 Sex Offender Search
2.2.7.4.6 Annual Review (National Criminal Database)
2.2.7.4.7 Two (2) Year Complete Re-Screen and Renewal
2.2.7.4.8 Financial Background

2.2.7.5 All Service Provider employees shall wear a Service Provider's issued picture identification badge at all times.

2.3 PRODUCT CATEGORIES:

This Agreement is to establish a nationwide purchasing agreement for the acquisition of MRO and related products/services. The category descriptive examples below are not to be considered restrictive, but rather, provide a general, non-inclusive, description of the category. These are standard use in the residential, commercial, and industrial environments. .

All products offered shall be new, unused and of the latest design and technology.

The intent is for each Proposer to submit their complete product line so that Participating Public Agencies may order a wide array of product as appropriate for their needs. You may subcontract items your firm does not supply.

2.3.1 CATEGORY 1: APPLIANCES
Large appliances: refrigerators, washers, dryers, dishwashing machines, stoves, cooktops, range hoods and ovens; TVs, DVR's, small appliances: mixers, toasters, microwave ovens, food processors, disposals, trash compactors, and all ancillary supplies, tools, and components.

2.3.2 CATEGORY 2: BUILDING MATERIALS
Lumber (dimensional and timber), millwork, roofing, siding, plywood, paneling, hardwood, trim, molding, fencing, decking, gates, brick, block, doors, windows, bagged goods (concrete, mortar, sand, or asphalt), drywall, rebar, acoustical tiles, rain gutters, garage door openers, insulation, and all ancillary supplies, tools, and components.

2.3.3 CATEGORY 3: HARDWARE
Fasteners (nuts/bolts, screws, washers, rivets, nails), builders hardware (hinges, gate hardware, barrel bolts/hasps, corner braces, shelf brackets, closet hardware, springs), threaded rod/steel shapes, anchors, padlocks, lock sets, wheels, casters, ball bearings, rope, chain, metal stock, dry cell batteries, fire extinguishers, signs, cabinet hardware, mail boxes, safes, drop boxes, weatherization products, and all ancillary supplies, tools, and components.

2.3.4 CATEGORY 4: HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)
Equipment, package units, evaporative coolers, tools, parts, ducting, air filtration, thermostats, portable and fixed heaters, fans, and all ancillary supplies, tools, and components.

2.3.5 CATEGORY 5: KITCHEN AND BATH CABINETS
Kitchen cabinets, bath vanities, countertops, medicine cabinets, mirrors, and all ancillary supplies, tools, and components.

2.3.6 CATEGORY 6: JANITORIAL SUPPLIES
Cleaners, soaps, waxes, strippers, polishes, vacuums, brooms, mops, buckets, gloves, carts, paper goods, and all ancillary supplies, tools, and components.

2.3.7 CATEGORY 7: LANDSCAPING EQUIPMENT AND SUPPLIES
Lawn and landscape equipment (gasoline and electric), shovels, rakes, axes, hoes, hoses, nozzles, insect control, herbicides, fertilizers, plants, trees, sprinkler/irrigation equipment and supplies and all ancillary supplies, tools, an components.

2.3.8 CATEGORY 8: MOTORS/PUMPS
Fractional and full horse, starters, pulleys, belts, fans, motor controls, and all ancillary supplies, tools, and components.

2.3.9 CATEGORY 9: PAINTS AND COATINGS
All types of paints and coatings, wall paper, caulking, spray equipment, aerosol paints, pressure washers, sand blasters, finishes, abrasives, epoxy, cleaners, drywall supplies, tarps, compounds, adhesives, accessories, and all ancillary supplies, tools, and components.

2.3.10 CATEGORY 10: PLUMBING
Equipment, parts, piping and fittings, water heaters, furnaces, disposals, pneumatic piping, filters, commodes, sinks, bathtubs, showers, shower doors, faucets, water conditioning equipment, water dispensing equipment, salt, and all ancillary supplies, tools, and components.

2.3.11 CATEGORY 11: POOL SUPPLIES
Pool chemicals, tools, timers, pump/motor units, vacuum equipment, patio furniture, parts, and all ancillary supplies, tools, and components.

2.3.12 CATEGORY 12: TOOLS, HAND-HELD GENERAL PURPOSE
Hand-held (electric, battery, or pneumatic operated), including accessories, automotive type tools, welding equipment, testing and measuring tools, carts and hand trucks, work benches, tool cabinets, ladders, and all ancillary supplies and components.

2.3.13 CATEGORY 13: TOOLS, POWER TYPE
Electric or gas operated, mobile or stationary, bench or floor mounted, including accessories, and all ancillary supplies and components.

2.3.14 CATEGORY 14: FLOORING AND WINDOW COVERINGS
All flooring, including but not limited to, vinyl plank, VCT, vinyl tile, ceramic tile, hardwood, carpet tile, carpet and cove base; blinds, shades, screens, window glass, mirrors, parts, and all ancillary supplies, tools, and components.

2.3.15 CATEGORY 15: HOSPITALITY

Guest room supplies and appliances, personal care amenities, telephones, bed and bath linens, housekeeping cleaning supplies, public restroom supplies, carts, banquet and conference room supplies, guest room and suite furniture, fixtures, and equipment, pool and patio equipment, and other hospitality supplies.

2.3.16 CATEGORY 16: WATER AND WASTE WATER TREATMENT

Aeration, chart and data recorders, chemical feed, collection systems, flow metering, gauges, grounds maintenance, hose, hydrants, lab chemicals, equipment, and testing, location and leak detection, level and pressure, pipe, plugs, process analysis, pumps, sampling equipment, storm water, tanks, tools, valves, and water treatment.

2.3.17 CATEGORY 17: MISCELLANEOUS

Including, but not limited to: shelving (metal or wood composite), safety and emergency equipment, first aid supplies, conditioning salt, scaffolding (purchased), packaging supplies, communication supplies, electrical supplies, lighting supplies, office products, and property management products.

2.3.18 CATEGORY 18: IN STORE SERVICES

Including, but not limited to: glass cutting, pipe threading, planning services (flooring and cabinet), verbal technical advice, special orders, rental equipment, etc.

2.4 PRODUCT ORDERING:

2.4.1 Contractor's limited product line (Wholesale or Retail) shall be available for internet ordering 24/7.

2.4.2 Products may be ordered by any of the following methods:

2.4.2.1 Retail Stores (Point of Sale)
2.4.2.2 Internet (Homedepot.com)
2.4.2.3 Other eProcurement options
2.4.2.4 Will Call (Phone or FAX order)

2.5 PRODUCT PRICING:

Retail:

Products shall be sold at their retail price. An annual volume rebate will be paid to Participating Public Agencies (see Exhibit A). For any purchase over $1,500, more aggressive pricing may be available through the Volume Pricing Program. The discount offered through this program will depend on dollar value, quantity and type of material. In addition, the Pro Rewards Paint program offers Participating Public Agencies further discounts on their paint only purchases (see Exhibit A).

2.6 ON-LINE CATALOG DISCOUNT PRICING:

Presently, the capability exists to access a limited on-line catalog reflecting contract pricing of products.

2.7 RELATED PRODUCTS AND SERVICES (INSTALLATION, REPAIR AND RENOVATION SERVICES) PRICING**:**

2.7.1 All Participating Public Agencies shall receive a detailed written quotation for all services to be performed, and product(s) to be provided.

2.7.2 All quotations shall be for a "not to exceed" amount.

2.7.3 As an audit tool, the Contractor(s) shall provide a copy of the most current R.S. Means Bare Cost Data (including any city cost index adjustment) pertaining to all written quotations.

2.7.4 Spending on services shall be included in the annual volume rebate (see Exhibit A).

2.8 SALES REPORTING:

2.8.1 Sales Dollars
2.8.2 Sales histories by manufacturer, item description, part number, quantity, NIGP codes
2.8.3 Procurement card (MasterCard or Visa brand)

2.9 BRAND NAMES:

The County reserves the right to request samples to determine quality and acceptability of materials bid by Contractor. . Materials substantially equivalent to those designated shall qualify for consideration of an order.

2.10 DELIVERY, FREIGHT REQUIREMENTS:

2.10.1 All domestic ground shipments shall be FOB Destination, Freight Prepaid and Included. Any handling fees shall also be included in the pricing.

2.10.2 Any requests for local delivery of orders placed at local stores shall be subject to local delivery fees, if applicable.

2.10.3 Shipping and handling fees are allowable to destinations outside the continental U.S.

2.10.4 A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

2.10.4.1 Contract Serial number
2.10.4.2 Contractor's name and address
2.10.4.3 Participating Public Agency's name and address
2.10.4.4 Participating Public Agency's purchase order number
2.10.4.5 A description of product(s) shipped, including item number(s), quantity (is), number of containers and package number(s), as applicable

3.0 PROCUREMENT REQUIREMENTS:

3.1 SHIPPING TERMS:

Bid price(s) and terms shall be F.O.B. Destination at ordering Agencies locations for those items requested to be delivered. Delivery charges may apply based on location.

3.2 OPERATING MANUALS (If required):

Upon delivery, Contractor shall provide comprehensive operational manuals, service manuals and schematic diagrams, if required by the Using Agency.

3.3 INSTALLATION: (If required):

The Contractor's price shall include delivery and installation of all equipment in a complete operating condition.

3.4 ACCEPTANCE: (If required):

Upon delivery and successful installation, the material(s) shall be deemed accepted and the warranty period shall begin. All documentation shall be completed prior to final acceptance.

3.5 CONTRACTOR EMPLOYEE MANAGEMENT:

3.5.1 Contractor shall endeavor to maintain the personnel proposed in their offer throughout the implementation of the Agreement. In the event that Contractor personnel's employment status changes, Contractor shall provide County a list of replacement personnel. . Under no circumstances is it acceptable for the implementation schedule to be impacted by a personnel change on the part of the Contractor.

3.5.2 County reserves the right to immediately remove from its premises any Contractor personnel it determines is a risk to County operations.

3.5.3 County reserves the right to request the replacement of Contractor personnel at any time, for any reason.

3.6 WARRANTY:

Home Depot SOW Information: All repair and renovation services performed by Home Depot carries a one (1) year workmanship warranty and all manufacturers' product warranties shall be passed on to the end customer as further detailed in Contract section 6.5. Home Depot also offers a robust return policy on product purchases, whereas (most) returns within 90 days of purchase are accommodated with a valid sales receipt for exchange, refund, credited to an associated Home Depot

3.6.1 All items furnished under this Contract shall conform to the requirements of this Contract and shall be free from defects in design, materials and workmanship.

3.6.2 The warranty period for workmanship shall be for an initial period of twelve (12) months and commence upon acceptance by County.

3.6.2.1 The Contractor agrees that he will, at his own expense, provide all labor and parts required to remove, repair or replace, and reinstall any such defective workmanship and/or materials which becomes or is found to be defective during the term of this warranty. The Contractor shall guarantee the equipment to be supplied complies with all applicable regulations.

3.7 FACTORY AUTHORIZED SERVICE AVAILABILITY (if required):

The Contractor shall have and maintain a local factory authorized service facility within the Phoenix, Arizona metropolitan area. The facility shall be capable of supplying and installing component parts, troubleshooting, repairing and maintaining the products. Minimum service hours shall be from 8:00 A.M. through 5:00 P.M., Arizona Time, Monday through Friday.

3.8 USAGE REPORT:

The Contractor shall furnish the County a usage report upon request delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

16154 EXHIBIT C

FACILITIES MANAGEMENT REQUIREMENTS

Maricopa County Facilities Management operation requirements.

1.0 HOURS OF SERVICE:

1.1 REGULAR HOURS are between 6:00 AM and 6:00 PM, Monday through Friday, excluding County holidays.

1.2 AFTER HOURS is after 6:00 PM and prior to 6:00 AM, Monday through Friday.

1.3 WEEKENDS are anytime Saturday or, Sunday.

1.4 HOLIDAYS are County Holidays (See County holiday schedule attachment).

1.5 Services shall be available 24 hours per day, 7 days per week, 365 days per year.

1.6 Contractor shall provide 24 hours per day, 7 days per week, 365 days per year telephone access, and strive to respond to a call for services within thirty (30) minutes of receipt.

2.0 RESPONSE TIMES:

2.1 During REGULAR HOURS, AFTER HOURS, WEEKEND or HOLIDAYs, Contractor shall strive to respond on site within four (4) hours of receipt of a service request if a site visit is mutually determined to be required.

2.2 If the request is designated by the County as an EMERGENCY, the contractor shall strive to respond on site within two (2) hours of receipt of a service request regardless of the time of day, WEEKEND or HOLIDAY if a site visit is mutually determined to be required.

3.0 TRIP CHARGE:

Trip charges are permitted when time and material work is requested at the following sites only:

3.1 MCSO Lake Aid Stations (Apache, Bartlett, Blue Point, Canyon and Saguaro)

3.2 County offices located in Gila Bend, AZ

3.3 County offices located in Buckeye, AZ

3.4 County offices located in Aguila, AZ

3.5 Only one trip charge may be charged per service call.

3.6 If the contractor arrives onsite and is unable to locate a County representative familiar with the work or unable to gain access to the work site, the Contractor may only bill for a trip charge (maximum one time daily trip charge not to exceed $50.00). The Contractor is not authorized to incur nor will the County accepting billing for any labor charges.

4.0 CONTRACTOR REQUIREMENTS:

4.1 Contractor(s) shall supply all labor, supervision, materials, tools, equipment, and effort necessary to perform the Scope of Work presented.

4.2 The Contractor's service truck fleet and/or warehouse shall carry sufficient supply of repair parts and equipment to perform services per Scope of Work presented.

4.3 The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work.

4.4 All employees of the Contractor shall wear a company uniform identified with the company name that may include one of the following:

4.4.1 Shirt/blouse

4.4.2 Vest

4.4.3 Cap

4.4.4 Badging that identifies the business they work for

4.5 No one except authorized employees of the Contractor is allowed on the premises of Maricopa County. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.

4.6 The Contractor shall perform the work in a way to minimize disruption to the normal operation of building occupants. Upon completion of work the Contractor shall clean and remove from the job site all debris, materials and equipment associated with the work performed.

4.7 Contractor shall adhere to all regulations, rules, ordinances, and standards set by Federal, State, County, and Municipal governments pertaining to safety on the job site.

5.0 BUILDING SECURITY (KEYS):

5.1 The Contractor may be provided keys to required County Facilities at the discretion of FMD. Keys may be acquired by:

5.2 The Contractor being provided permanent key(s), wherein the Contractor verifies receipt of and accepts responsibility for keys. The keys must be returned at the completion of the work or at the direction of FMD. Keys not returned may cause the County to re-key the ENTIRE building or locations that the set of keys opened with the cost being borne by the Contractor.

5.3 In lieu of or in addition to keys, the Contractor may be provided card access badges at the discretion of FMD.

5.4 The Contractor shall notify FMD within twenty four (24) hours if any keys are lost, misplaced, stolen or otherwise not within the Contractor's control.

6.0 Once the Purchase Order is complete, expired, or terminated the Contractor shall immediately return all badges and keys to FMD.SALVAGE:

Salvage rights shall be evaluated on a project by project basis by the County and shall be determined prior to incorporation in the contractor's bid price. Salvage rights automatically apply for all work if in the best interest to the County. Salvageable materials without pre-approved contractor salvage rights shall be securely stored and are not to be transported off the site without written permission from Maricopa County. If contractor is given salvage rights, salvageable materials shall be removed daily. No on site storage of contractor's salvaged materials will be permitted.

~~7.0 INVOICES AND PAYMENTS:~~

~~For transactions using a Home Depot Net 30 Account, Invoices are required to contain the following information and should be e-mailed to FMD-ACCOUNTSPAYABLE@MAIL.MARICOPA.GOV If invoices cannot be e-mailed, U.S. Mail is acceptable to Maricopa County Facilities Management, Accounts Payable, 401W. Jefferson, Phoenix, Arizona 85003 or to the address that was used in establishing the associated Home Depot Account.~~

~~7.1 Company name, address and contact information~~

~~7.2 County bill-to name and contact/requestor information~~

~~7.3 Building Name and Building Number~~

~~7.4 County purchase order number~~

~~7.5 County contract number~~

~~7.6 Maximo (FMD) service call number~~

~~7.7 Invoice number and date~~

~~7.8 Date of service or delivery~~

~~7.9 Description of Purchase (services performed)~~

~~7.10 Labor breakdown: rate per hour x no. of hours by personnel type (time & materials)~~

~~7.11 Material breakdown: itemized parts list to contain unit price x quantity, indicating mark-ups as contracted (time & materials)~~

~~7.12 Arrival and completion time~~

~~7.13 Total Amount Due with tax amounts separated. Must also clearly indicate the tax rate being applied~~

~~7.14 Payment Terms~~

~~For Time & Material work, Contractor(s) must provide, all equipment, expendable shop supplies (rags, cleaners, solvents, gasses, etc.), miscellaneous parts (screws, bolts nuts, small items etc.), tools, etc. necessary to perform all the required services. Contractor(s) are allowed a one time Misc. Shop fee charge of up to $25.00 per work order to cover these type of expenses. Anything beyond the $25 limit, will be provided at the contractor's own expense.~~

~~8.0 CONTRACTOR EMPLOYEE BACKGROUND CHECK:~~

~~A background check is required for all Contractor employees providing services to the County. The cost of this service shall be incurred by the County. No Contractor employee may access County property without approval of FMD.~~

16154 EXHIBIT C

FACILITIES MANAGEMENT REQUIREMENTS

Maricopa County Facilities Management operation requirements.

1.0 **HOURS OF SERVICE (any fluctuations to these hours will be handled in the Solicitation):**

1.1 **REGULAR HOURS are between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday, excluding County holidays.**

1.2 **AFTER HOURS are between the hours of 6:00 p.m. and prior to 6:00 a.m., Monday through Friday.**

1.3 **WEEKENDS are anytime on a Saturday or a Sunday.**

1.4 **HOLIDAYS are County holidays.**

1.5 **Services shall be available 24 hours per day, 7 days per week, 365 days per year.**

1.6 **The Facilities Management Parts Warehouse is open for deliveries between the hours of 7:00 a.m. to 3:00 p.m. weekdays except for County holidays.**

2.0 **BEGINNING OF WORK:**

2.1 **Contractor shall provide 24 hours per day, 7 days per week, 365 days per year telephone access, and use best efforts to respond to a call for services within thirty (30) minutes of receipt via phone or email.**

2.2 **During REGULAR HOURS, AFTER HOURS, WEEKEND or HOLIDAYs, Contractor shall strive to respond on-site to begin work within four (4) hours of receipt of a service request unless arranged for a later date/time with the County per the work order or notice to proceed.**

2.3 **The four (4) hour response time shall carryover to the next working day if called into Contractor's office as a non-emergency call after 2:00 p.m. The Contractor will be required to begin work by 8:00 a.m. the following day, as mutually agreed to by the Parties.**

2.4 **Contractors shall strive to respond to EMERGENCY requests immediately and report on-site to begin work within two (2) hours service call request regardless of the time of day, WEEKEND or HOLIDAY.**

3.0 **TRIP CHARGE:**

One-time trip charges of $50.00, or other amount only if previously identified to the Maricopa County contact and agreed to by them (one per work order), are permitted when Time and Materials work is requested at the following sites ONLY:

3.1 **MCSO Lake Aid Stations (Apache, Bartlett, Blue Point, Canyon and Saguaro)**

3.2 **County offices located in Gila Bend, AZ**

3.3 **County offices located in Buckeye, AZ**

3.4 **County offices located in Aguila, AZ**

4.0 **DEAD END CHARGE:**

If the Contractor is unable to locate a County representative familiar with the work or is unable to gain access to the work site, the Contractor shall call the County Boiler Room (602-506-3310). The Boiler Room technician will give Contractors further instruction at this time. If the Contractor is delayed or turned away, a $50.00 trip charge shall be authorized by the County.

5.0 **CONTRACTOR REQUIREMENTS:**

5.1 **Contractor shall provide and maintain during the entire period of this contract, all labor, supervision, materials, effort, tools, and equipment sufficient in number, condition and capacity to efficiently perform the work and render the services required by this contract. Contractor shall provide evidence of his ability to furnish equipment and personnel. The Contractor's service truck fleet and/or warehouse shall carry sufficient supply of repair parts and equipment to perform services per Scope of Work presented.**

5.2 **The Contractor shall perform the work in such a way as to minimize disruption to the normal operation of the County site and building occupants. Upon completion of work, the Contractor is responsible for cleaning and removing from the job site; all debris, materials, and equipment associated with the work performed and County property is restored to the same condition prior to start of the job. Such disturbances may include, but are not limited to: loose dirt, dislocated gravel; removed vegetation; footprints; old asphalt/concrete; etc. Documentation will be performed through an audit and feedback system of contract administration. If an inspection reveals that the Contractor failed to clean up after work has been performed, the County will notify the Contractor of the discrepancy and the Contractor will have twenty-four (24) hours to make the needed correction. Should the Contractor fail to correct noted issues, the County reserves the right to make other arrangements to have the area cleaned and the cost of such work shall be offset from any monies due the Contractor.**

5.3 **The Contractor shall perform all services in such a manner that does not damage County property. In the event damage occurs to Maricopa County property, or any adjacent property due to any services performed under this contract, the Contractor shall notify the County representative immediately of damages and replace or repair the same at no cost to the County. If damage caused by the Contractor has to be repaired or replaced by the County, and the cost of such work shall be deducted from the monies due the Contractor.**

5.4 **Contractor's bidding on this solicitation may visit the sites to determine conditions that would affect prices and work performance. As some sites do have internal restrictions, a site visit may be scheduled if necessary. See GIS link for site directions: https://gisportal.maricopa.gov/FMD/Facility/Index.html.**

5.5 **Contractors must have a facility sufficient to support the work contemplated by this contract within fifty (50) miles of 401 W. Jefferson St., Phoenix AZ 85003.**

5.6 **The Contractor agrees to utilize only experienced, responsible, and capable people in the performance of the work.**

5.7 **All vehicles used by Contractor shall be clearly identified with the name of the company on each side of the equipment, including personnel transportation vehicles, or consistent with the Contractor's business practices. The letters shall be of such size that they are distinguishable from a reasonable distance or consistent with the Contractor's business practices.**

5.8 **All employees of the Contractor shall wear a company uniform identified with the company name that may include of one of the following:**

- **Shirt/blouse**

- **Vest**
- **Cap**

5.9 **Only authorized employees of the Contractor are allowed on the premises of Maricopa County. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.**

5.10 **All work must comply with EPA, OSHA, and any State, County, or local regulations in effect at each service location. Contractor shall adhere to all regulations, rules, ordinances, and standards set by Federal, State, County, and Municipal governments pertaining to safety on the jobsite. If the Contractor is found not to be in compliance with Federal, State, County, and/or Municipal safety rules, ordinances, policy, procedure, or codes, the County may, in accordance with the "Suspension of Work" clause of the contract, suspend the work without cost to the County until such non-compliant issues are rectified to the satisfaction of the Using Agency. Continued non-compliance may result in termination.**

6.0 **BUILDING ACCESS:**

6.1 **The Contractor may be provided access to County Facilities at the discretion of Facilities Management. keys, badges, or access cards will be provided per the following guidelines:**

6.2 **Contractor employees may sign out a set of keys (all looped on a single key ring) upon arrival at site, and must turn-in key set after completion of duties unless they are issued a permanent key.**

6.3 **Permanent keys may be provided to Contractor employees on a case-by-case basis. Should an employee leave the Contractor's work force, Contractor must immediately notify the County and keys, badges, and access cards must be returned to the County.**

6.4 **The Contractor shall notify the County within twenty-four (24) hours if any keys, badges, or access cards are lost, misplaced, stolen or otherwise not within the Contractor's control.**

6.5 **Once this agreement is complete, expired, or terminated, the Contractor shall immediately return all keys, badges, or access cards to the County.**

6.6 **Failure to comply with these requirements may result in the Contractor being assessed the cost of replacing keys or access cards and any associated cost to ensure the security of County facilities including but not limited to, re-keying the ENTIRE building at the expense of the Contractor.**

7.0 **CANCELLATION COST:**

Any scheduled work cancelled without a minimum of 48 hours prior notice to the County will be rescheduled with the Contractor and is subject up-to a 25% reduction of the cost.

8.0 **SALVAGE:**

Salvage and trade-in rights shall be evaluated on a project-by-project basis by the County and shall be determined prior to incorporation in the Contractor's bid price. Salvageable materials without pre-approved Contractor salvage rights shall be securely stored and are not to be transported off the site without written permission from Maricopa County. If Contractor is given salvage rights, salvageable materials shall be removed daily. On-site storage of Contractor's salvaged materials is not permitted.

9.0 **DELIVERY:**

9.1 **Delivery shall be made to the County no later than 3:00 p.m. on the seventh (7th) calendar day after order is received.**

9.2 **Exceptions to delivery schedule will be special order items that must be identified to the County.**

9.3 **Maricopa County reserves the right to obtain material on the open market in the event vendors fail to make delivery and charge any price differential to the vendor.**

9.4 **Delivery will be made to the following address:**

FACILITIES MANAGEMENT DIVISION (FMD) WAREHOUSE
2401 S. 28th Dr.
Phoenix, AZ 85009

Warehouse Manager: 602-506-1935
Warehouse Specialist: 602-506-1943
Receiving hours: 7:00 a.m. – 3:00 p.m.

10.0 **FACILITIES MANAGEMENT INVOICES AND PAYMENTS:**

10.1 **Payment terms shall be calculated based on the date a properly completed invoice is received by the County.**

10.2 **For transactions using a Home Depot Net 30 Account, Contractors shall provide the County with invoices no later than fourteen (14) days after all services and delivery of goods are complete and accepted by the County rendered final.**

10.3 **Home Depot Account invoices should contain access to the following information:**

- **Company name, address and contact information**
- **County bill-to name and contact/requestor information**
- **Building name and building number**
- **County purchase order number**
- **Contract or BidSync agreement number**
- **Maximo (Facilities Management) work order number**
- **Invoice number and date**
- **Date of service or delivery (for Project work: use "Completion date")**
- **Description of services performed**
- **Line item description of parts and materials (Time and Materials work)**
- **Line item labor breakdown: arrival and completion time, rate per hour x no. of hours by personnel type (Time & Materials work)**
- **Total amount due with tax amounts separated (Time and Materials work).**
  ***On a separate line, clearly indicate the tax rate being applied**

- **Payment Terms as stated in the agreement**

10.4 **Questions regarding billing or invoicing shall be directed to the email address below.**

10.5 **Invoices shall be e-mailed to: FMD-ACCOUNTSPAYABLE@MAIL.MARICOPA.GOV**

10.6 **If invoices cannot be e-mailed, send by mail to:**

Maricopa County Facilities Management – Accounts Payable
401 W. Jefferson St.
Phoenix, Arizona 85003

10.7 **Payment shall be made to the Contractor by the Accounts Payable/Finance department through an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Contractor Registration Form located on the County Department of Finance Contractor Registration Web Site (http://www.maricopa.gov/922/Vendors).**

10.8 **EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.**

HOME DEPOT U.S.A., INC., PO BOX 193176, COLUMBUS OH 43218
~~2455 PACES FERRY ROAD, ATLANTA, GA. 30339~~

PRICING SHEET: NIGP CODE 45041

Terms:	NET 30
Vendor Number:	VC0000005735
Certificates of Insurance	Required
Contract Period:	To cover the period ending **December 31,** ~~2021~~ **2026.**

SERIAL 16154 RFP MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED PRODUCTS AND SERVICES (U.S. Communities) Contract - Home Depot U.S.A., Inc.

DATE OF LAST REVISION: November 21, 2019 CONTRACT END DATE: December 31, 2026

CONTRACT PERIOD THROUGH DECEMBER 31, ~~2021~~ 2026

TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED PRODUCTS AND SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **January 11, 2017 (Eff. 02/01/17).**

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Kevin Tyne, Chief Procurement Officer
Office of Procurement Services

SA/mm
Attach

Copy to: Office of Procurement Services
Erick Blue, Facilities Management
Beth Cressman, Facilities Management

CONTRACT PURSUANT TO RFP

SERIAL 16154-RFP

This Contract is entered into this 11th day of January, 2017 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Home Depot U.S.A., Inc., a Delaware corporation ("Contractor") for the purchase of Maintenance Repair and Operating Supplies and Services.

1.0 CONTRACT TERM:

1.1 This Contract is for a term of Five (5) years, beginning on the 1st day of February, 2017 and ending the 31st day of December, ~~2021~~ **2026**.

1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of five (5) additional years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least sixty (60) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

1.3 **CONTRACT COMPLETION:**

The Contractor shall make all reasonable efforts for an orderly transition of its duties and responsibilities to another provider and/or to the County. This may include, but is not limited to preparation of a transition plan and cooperation with the County or other providers in the transition. The transition includes the transfer of all records, and other data in the possession, custody or control of Contractor required to be provided to the County either by the terms of this agreement or as a matter of law. The provisions of this clause shall survive the expiration or termination of this agreement

2.0 FEE ADJUSTMENTS:

2.1 Any request for a fee or rebate offering adjustment must be submitted sixty (60) days prior to the current Contract expiration. Requests for adjustment in cost of labor and/or materials not identified in the awarded proposal must be supported by appropriate documentation. If County agrees to the adjusted fee or rebate offering, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey if the offering was awarded on a fixed price basis.

3.0 PAYMENTS:

3.1 As consideration for performance of the duties described herein, County shall pay Contractor the prices based on the discounts stated in Exhibit "A." or Task Order.

3.2 For non-procurement card transactions, Payment shall be made upon the County's receipt of a properly completed invoice.

3.3 INVOICES (NON-PROCUREMENT CARD TRANSACTIONS):

3.3.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. Incomplete invoices will not be processed. At a minimum, the invoice must provide access to the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number or
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity (number of days or weeks)
- Contract Item number(s)
- Description of Purchase (product or services)
- Pricing per unit of purchase
- Freight (if applicable)
- Extended price
- Mileage w/rate (if applicable)
- Arrival and completion time (if applicable)
- Total Amount Due

3.3.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

3.3.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (http://www.maricopa.gov/Finance/Vendors.aspx).

3.3.4 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County (ROI).

3.3.5 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.3.6 Invoices are required to contain access to the following information: (Maricopa County Facilities Management)

- Company name, address and contact
- County bill-to name and contact information
- Building Name and Building Number
- Contract Serial Number or
- County purchase order number
- Maximo (FMD) service call number
- Invoice number and date
- Date of service or delivery
- Description of Purchase (services performed)
- Pricing per unit of purchase
- Extended price
- Arrival and completion time
- Total Amount Due

3.3.7 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County (ROI).

3.3.8 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

3.3.9 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (**http://www.maricopa.gov/Finance/Vendors.aspx**).

3.3.10 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.4 PAYMENT RETENTION: (By Task Order/Project if required)

3.4.1 Ten percent (10%) of monies paid for Project Management and Project Labor earned by CONTRACTOR related to work under this agreement may be retained by COUNTY until Final Completion of the services if mutually agreed to for a specific project. COUNTY may elect to release specific retention payments based on mutually agreed milestones, but in no case shall retention be released prior to Final Completion. All other payment terms and conditions shall not be affected by the retention. In the event of termination or cancellation of this contract by County through no fault of CONTRACTOR, CONTRACTOR shall be entitled to the refund of any funds in the retention account.

3.4.2 The CONTRACTOR shall have the right, pursuant to Arizona Revised Statues, to submit securities in lieu of retention for all work completed. The CONTRACTOR is required to request this option at least ten (10) business days prior to submission of first Application for Payment to allow time for preparation of forms. The CONTRACTOR shall request and obtain securities forms through COUNTY. The COUNTY must identify either securities option or retention option prior to first Application for Payment.

3.5 APPLICABLE TAXES:

3.5.1 **Payment of Taxes:** The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.

3.5.2 **State and Local Transaction Privilege Taxes:** Maricopa County is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this contract it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

3.5.3 **Tax Indemnification:** Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

3.6 TAX: (SERVICES)

~~No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.~~

No tax shall be invoiced or paid against Contractor's labor. It is the responsibility of the Contractor to determine any and all applicable taxes and include the cost in the proposal price.

3.7 TAX (COMMODITIES):

~~Tax shall not be levied against labor. Sales/use tax will be determined by County. Tax will not be used in determining low price.~~

Tax shall not be invoiced against Contractor's labor. Sales/use tax will be determined by County. Tax will not be used in determining low price.

3.8 STRATEGIC ALLIANCE for VOLUME EXPENDITURES ($AVE):

3.8.1 The County is a member of the $AVE cooperative purchasing group. $AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the $AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of $AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of $AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

3.9 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

3.9.1 County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract

3.10 VOLUNTARY EMPLOYEE DISCOUNTS

3.10.1 Vendors may voluntarily offer discounts to County employees for products or services provided under this contract. Whether a vendor offers or does not offer an employee discount is not a factor in nor considered in the evaluation of responses to this solicitation.

3.10.2 Any discount offered is part of a commercial transaction between the vendor and individual County employees and the County is not a party to the transaction. Any disputes or issues arising from an individual commercial transaction between the vendor and an individual County employee are a matter between the vendor and the employee. If a discount is offered, the terms will be announced to County employees.

4.0 AVAILABILITY OF FUNDS:

4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

4.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

5.0 DUTIES:

5.1 The Contractor shall perform all duties stated in Exhibit "B", Task Order or as otherwise directed in writing by the Procurement Officer.

6.0 TERMS and CONDITIONS:

6.1 INDEMNIFICATION AND LIMITATION OF LIABILITY:

To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend indemnify and hold harmless the County (as Owner), its agents, representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from the negligence or willful misconduct relating to the performance of this Contract.

Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, agents, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment of, or destruction of tangible property, including loss of use resulting there from, caused by gross negligence or willful misconduct in the performance of this Contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, any one directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

CONTRACTOR WILL NOT BE LIABLE TO COUNTY FOR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, EXEMPLARY, MORAL, OR CONSEQUENTIAL DAMAGES, EXPENSES, COST, PROFITS, LOST SAVINGS OR EARNINGS, LOST OR CORRUPTED DATA, OR OTHER LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT.

6.2 INSURANCE.

6.2.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

6.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily

completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

6.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

6.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

6.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

6.2.6 Notwithstanding anything to the contrary contained herein, **CONTRACTOR** shall have the right to self-insure part or all of any of the insurance it is required to maintain hereunder in its sole discretion so long as **CONTRACTOR** maintains a net worth of not less than One Hundred Million ($100,000,000) Dollars. Such net worth shall be documented to **COUNTY** and **COUNTY** shall be advised in writing in the event such net worth requirement is not met. In the event that **CONTRACTOR** elects to self-insure all or any part of any risk that would be insured under the policies and limits described herein, and an event occurs where insurance proceeds would have been available but for the election to self-insure, **CONTRACTOR** shall make funds available to the same extent that they would have been available had such insurance policy been carried, unless specifically provided to the contrary herein.

6.2.7 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

6.2.8 **Commercial General Liability.**

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than $2,000,000 for each occurrence, $4,000,000 Products/Completed Operations Aggregate, and $4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

6.2.9 **Automobile Liability.**

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services or use or maintenance of the Premises under this Contract.

6.2.10 **Workers' Compensation.**

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than

$1,000,000 for each accident, $1,000,000 disease for each employee, and $1,000,000 disease policy limit.
Contractor, its contractors and its subcontractors waive all rights against Contract and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor, its contractors and its subcontractors pursuant to this Contract.

6.2.11 **Errors and Omissions (Professional Liability) Insurance.**

Errors and Omissions (Professional Liability) insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions or professional liability of the **CONTRACTOR**, with limits of no less than $2,000,000 for each claim.

6.2.12 **Builder's Risk (Property) Insurance.**

CONTRACTOR shall purchase and maintain, on a replacement cost basis, Builders' Risk insurance and, if necessary, Commercial Umbrella insurance in the amount of the initial Contract amount as well as subsequent modifications thereto for the entire work at the site. Such Builders' Risk insurance shall be maintained until final payment has been made or until no person or entity other than COUNTY has an insurable interest in the property required to be covered, whichever is earlier. This insurance shall include interests of COUNTY, CONTRACTOR, and all subcontractors and sub-subcontractors in the work during the life of the Contract and course of construction, and shall continue until the work is completed and accepted by COUNTY. For new construction projects, CONTRACTOR agrees to assume full responsibility for loss or damage to the work being performed and to the structures under construction. For renovation construction projects, CONTRACTOR agrees to assume responsibility for loss or damage to the work being performed at least up to the full Contract amount, unless otherwise required by the Contract documents or amendments thereto. Builders' Risk insurance shall be on a special form and shall also cover false work and temporary buildings and shall insure against risk of direct physical loss or damage from external causes including debris removal, demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for architect's service and expenses required as a result of such insured loss and other "soft costs" as required by the Contract. Builders' Risk insurance must provide coverage from the time any covered property comes under CONTRACTOR'S control and/or responsibility, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, and while on the construction or installation site awaiting installation. The policy will provide coverage while the covered premises or any part thereof are occupied. Builders' Risk insurance shall be primary and any insurance or self-insurance maintained by the County is not contributory. If the Contract requires testing of equipment or other similar operations, at the option of COUNTY, CONTRACTOR will be responsible for providing property insurance for these exposures under a Boiler Machinery insurance policy or the Builders' Risk Insurance policy.

6.2.13 Certificates of Insurance.

6.2.13.1 Prior to Contract **AWARD,** Contractor shall furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title. Alternatively the County will accept an insurance industry recognized Memorandum of Insurance

6.2.13.2 In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

6.2.13.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

6.2.14 Cancellation and Expiration Notice.

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to Maricopa County. Contractor must provide to Maricopa County, within 2 business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed or hand delivered to **160 South 4th Avenue** ~~320 West Lincoln Street~~, Phoenix, AZ 85003, or emailed to Procurement Officer noted in solicitation.

6.3 BOND REQUIREMENT: (If required by an individual Project/Task Order)

6.3.1 If requested for an individual Order and concurrently with the submittal of the proposal associated with the Order, the Contractor shall furnish the Contracting Agency the following bonds, which shall become binding upon the award of the contract to the Contractor

6.3.1.1 A Performance Bond equal to the full Contract amount ($_____or as specified) conditioned upon the faithful performance of the Order in accordance with plans, specifications and conditions thereof. Such bond shall be solely for the protection of the Contracting Agency awarding the Order.

6.3.1.2 A Payment Bond equal to the full contract amount ($_____or as specified) solely for the protection of claimants supplying labor and materials to the Contractor or his Subcontractors in the prosecution of the work provided for in such Order.

6.3.2 Each such bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of his judgment such reasonable attorney's fees as may be fixed by a judge of the court.

6.3.3 Each bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance. The bonds shall not be executed by an individual surety or sureties. The bonds shall be made payable and acceptable to the Contracting Agency. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official. In addition, said company or companies shall be rated "Best-A" or better as required by the Contracting Agency, as currently listed in the most recent Best Key Rating Guide, published by the A.M. Best Company.

6.4 FORCE MAJEURE

6.4.1 Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Contract if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events,

occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, interruption or failure of electricity or telecommunication service.

6.4.2 Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

6.4.3 The party asserting *Force Majeure* as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

6.4.4 The County shall reserve the right to terminate this Contract and/or any applicable order or contract release purchase order upon non-performance by Contractor. The County shall reserve the right to extend the Contract and time for performance at its discretion.

6.5 WARRANTY OF SERVICES:

6.5.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

6.5.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein for one year following the performance of those services. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

6.5.3 DISCLAIMER OF WARRANTIES FOR PRODUCTS. COUNTY'S SOLE AND EXCLUSIVE WARRANTY FOR PRODUCTS, IF ANY, IS THAT PROVIDED BY THE PRODUCT MANUFACTURER. CONTRACTOR DISCLAIMS ALL EXPRESSED, IMPLIED OR STATUTORY WARRANTIES, WHETHER IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE LANGUAGE OF THIS PARAGRAPH SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT

6.6 INSPECTION OF SERVICES:

6.6.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the Contract requires.

6.6.2 County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. County shall perform inspections and tests in a manner that will not unduly delay the work.

6.6.3 If prior to completion of an Order any of the services required by that Order do not conform to Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at no cost to the County. When the defects in services cannot be corrected by re-performance, County may:

6.6.3.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and

6.6.3.2 Reduce the Contract price to reflect the reduced value of the services performed.

6.6.4 If the Contractor fails to promptly perform the services again as provided in Section 6.6.3 or to take the necessary action to ensure future performance in conformity with Contract requirements, County may:

6.6.4.1 By Contract or otherwise, perform the services and charge to the Contractor, through direct billing or through payment reduction, any cost incurred by County that is directly related to the performance of such service; or

6.6.4.2 Terminate the Contract for default.

~~6.7 REQUIREMENTS CONTRACT:~~

~~6.7.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid is a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials or services contained in the Contract, they will be purchased from the Contractor awarded that item if the Contractor can meet all the delivery requirements of the County. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.~~

~~6.7.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.~~

~~6.7.3 Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.~~

6.8 BACKGROUND CHECK:

Contractors need to be aware that there may be multiple background checks (Sheriff's Office, County Attorney's Office, Courts as well as Maricopa County general government) to determine if the respondents employees are acceptable for the contractor to do business with the County. This applies to (but is not limited to) the company and sub-contractors. Employees or others who fail to pass these checks shall not be allowed to work on County projects. Failure to meet these requirements may lead to termination of the contract.

6.9 SUSPENSION OF WORK

The Procurement Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Procurement Officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

6.10 STOP WORK ORDER

The Procurement Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Procurement Officer shall either—

6.10.1 Cancel the stop-work order; or

6.10.2 Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the County, clause of this contract.

6.10.3 The Procurement Officer may make an equitable adjustment in the delivery schedule and/or contract price, or otherwise, and the contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor.

6.11 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

6.12 TERMINATION FOR DEFAULT:

The County may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

6.12.1 Deliver the supplies or to perform the services within the time specified in this contract or any extension;

6.12.2 Make progress, so as to endanger performance of this contract; or

6.12.3 Perform any of the other provisions of this contract.

6.12.4 The County's right to terminate this contract under these subparagraph may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

6.13 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

6.14 CONTRACTOR LICENSE REQUIREMENT:

6.14.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.

6.14.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to posses the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

6.15 SUBCONTRACTING:

6.15.1 The Contractor may not assign to another Contractor or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project. The County hereby consents to Contractor's subcontracting work to Authorized Service Providers under contract with Contractor.

6.15.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates or the County has approved the increase. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

6.16 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

6.17 ADDITIONS/DELETIONS OF SERVICE:

6.17.1 The County reserves the right to add and/or delete materials and services to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials or services are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

~~6.17.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.~~

6.18 VALIDITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of the Contract.

6.19 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

6.20 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

6.21 NON-DISCRIMINATION:

~~CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1 which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.~~

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Arizona State Library Research website (http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1) which is hereby incorporated into this contract as if set forth in full herein. During the performance of this Contract, Contractor shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

~~6.22 ISRAEL BOYCOTT:~~

~~By signing this Contract, the Contractor certifies that they are in compliance with Article 9, Arizona Revised Statutes Section 35-393 *et seq*.~~

6.23 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

~~The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor~~

~~is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;~~

~~have not within 3 year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;~~

~~are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and~~

~~have not within a 3 year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.~~

~~The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.~~

6.23.1 **The undersigned (authorized official signing on behalf of the Contractor) certifies to the best of his or her knowledge and belief that the Contractor, its current officers and directors;**

6.23.1.1 **are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from being awarded any contract or grant by any United States Department or Agency or any state, or local jurisdiction;**

6.23.1.2 **have not within three (3) year period preceding this Contract;**

6.23.1.2.1 **been convicted of fraud or any criminal offense in connection with obtaining, attempting to obtain, or as the result of performing a government entity (Federal, State or local) transaction or contract; and**

6.23.1.2.2 **been convicted of violation of any Federal or State antitrust statues or conviction for embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property regarding a government entity transaction or contract; and**

6.23.1.2.3 **are not presently indicted or criminally charged by a government entity (Federal, State or local) with commission of any criminal offenses in connection with obtaining, attempting to obtain, or as the result of performing a government entity public (Federal, State or local) transaction or contract; and are not presently facing any civil charges from any governmental entity regarding obtaining, attempting to obtain, or from performing any governmental entity contract or other transaction; and have not within a three (3) year period preceding this Contract had any public transaction (Federal, State or local) terminated for cause or default.**

6.23.1.3 **If any of the above circumstances described in the paragraph are applicable to the entity submitting a bid for this requirement, include with your bid an explanation of the matter including any final resolution.**

6.23.2 **The Contractor shall include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.**

6.24 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

6.24.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all

employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

6.24.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.24.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.25 INFLUENCE

As prescribed in ~~MC1-1202~~ **MC1-1203** of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct may be grounds for Disbarment or Suspension under MC1-902.
An attempt to influence includes, but is not limited to:

6.25.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,

6.25.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

6.26 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS.

6.26.1 The Parties agree that this Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112–239) and section 3.908 of the Federal Acquisition Regulation;

6.26.2 Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by Contractor and copies provided to County upon request.

6.26.3 Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold ($150,000 as of September 2013).

6.27 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

6.27.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after

final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

6.27.2 If the Contractor's books, records , accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

6.27.3 If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check or deduction from current billings Submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

6.28 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

6.29 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

6.30 PUBLIC RECORDS:

Under Arizona law, all Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection and copying after Contract award and execution, except for such Offers or sections thereof determined to contain proprietary or confidential information. by the Office of Procurement Services. If an Offeror believes that information in its Offer or any resulting Contract should not be released in response to a public record request under Arizona law, the Offeror shall indicate the specific information deemed confidential or proprietary and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise from disclosure. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

6.31 PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other similar customer for these or similar services under similar terms.

6.32 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

6.33 RELATIONSHIPS:

~~In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.~~

6.33.1 **In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.**

6.33.2 **The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.**

6.34 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

6.35 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

6.36 **ORDERING AUTHORITY:**

Any request for purchase shall be accompanied by a valid purchase order, issued by Office of Procurement Services, a Purchase Order issued by the using Department or direction by a Certified Agency Procurement Aid (CAPA) with a Purchase Card for payment.

6.37 **NO MINIMUM OR MAXIMUM PURCHASE OBLIGATION:**

6.37.1 **This Contract does not guarantee any minimum or maximum purchases will be made. Orders will only be placed under this Contract when the County identifies a need and proper authorization and documentation have been approved.**

6.37.2 **Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County Procurement Officer with written notification to follow. Contractor specifically acknowledges to be bound by this cancellation policy.**

6.38 **PURCHASE ORDERS:**

County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

6.39 **UNIFORM ADMINISTRATIVE REQUIREMENTS:**

By entering into this Contract, the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE

REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.

For purchases of $50,000 or greater under this agreement, the applicable participating entity must disclose to THD when it is receiving any federal funds related to that requested purchase prior to THD agreeing to that purchase.

6.40 **CONFIDENTIAL INFORMATION:**

Any information obtained in the course of performing this Contract may include information that is proprietary or confidential to the County. This provision establishes the Contractor's obligation regarding such information.

The Contractor shall establish and maintain procedures and controls that are adequate to assure that no information contained in its records and/or obtained from the County or from others in carrying out its functions (services) under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. The Contractor's procedures and controls at a minimum must be the same procedures and controls it uses to protect its own proprietary or confidential information. If, at any time during the duration of the Contract, the County determines that the procedures and controls in place are not adequate, the Contractor shall institute any new and/or additional measures requested by the County within fifteen (15) calendar days of the written request to do so.

Any requests to the Contractor for County proprietary or confidential information shall be referred to the County for review and approval, prior to any dissemination.

6.41 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

6.41.1 Exhibit A, Pricing;

6.41.2 Exhibit B, Scope of Work;

6.41.3 Exhibit C Facilities Management Requirements

NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Office of Procurement Services
ATTN: Contract Administration
~~320 West Lincoln Street~~ **160 South 4th Avenue**
Phoenix, Arizona 85003-2494

For Contractor:
Home Depot U.S.A., Inc.
~~2455 Paces Ferry Road~~ **PO BOX 193176,**
~~Atlanta, GA. 30339~~ **Columbus, OH 43218**
ATTN: Contract Administration

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

AUTHORIZED SIGNATURE

J. T. Rieves, Vice President, Pro Business
PRINTED NAME AND TITLE

2455 Paces Ferry Road Atlanta, GA 30339
ADDRESS

1-4-2017
DATE

MARICOPA COUNTY

CHAIRMAN, BOARD OF SUPERVISORS — JAN 17 2017 — DATE

ATTESTED:

CLERK OF THE BOARD 01/17 — JAN 17 2017 — DATE

APPROVED AS TO FORM:

DEPUTY COUNTY ATTORNEY — Jan 12, 2017 — DATE

EXHIBIT A
PRICING

SERIAL 16154-RFP	
NIGP CODE: 45041	
RESPONDENT'S NAME:	Home Depot U.S.A., Inc.
COUNTY VENDOR NUMBER :	W000001453
ADDRESS:	~~2455 Paces Ferry Road~~ **PO BOX 193176,**
	~~Atlanta, GA 30339~~ **Columbus OH 43218**
P.O. ADDRESS:	Each local The Home Depot stores
TELEPHONE NUMBER:	866-589-0690
FACSIMILE NUMBER:	866-589-0691
WEB SITE:	www.homedepot.com
CONTACT (REPRESENTATIVE):	Richard Nyberg
REPRESENTATIVE'S E-MAIL ADDRESS:	richard_nyberg@homedepot.com

	YES
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT	[X]
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]

PAYMENT TERMS. [X] NET 30 DAYS (See Below)

Note: Net 30 is for Home Depot Account transactions only. Payment is required at the time of each transaction.

Note: Net 60 payment terms for Home Depot Accounts may be available upon review of a customer's account information.

1.0 PRICING:

1.1	Do you offer a Rebate in lieu of a discount			Yes
	Details of your Rebate Program			
	· **At least $10,000 to $25,000 Annual Net Sales (Pretax) = 1% Rebate**			
	· **At least $25,000 to $100,000 Annual Net Sales (Pretax) = 2% Rebate**			
	· **Over $100,000 Annual Net Sales (Pretax) = 5% Rebate**			
1.2	**Pro Rewards Paint Program**			
	Level	**Discount %**	**Minimum Annual Spend on Paint**	
	Gold	**20%**	**$ 7,500**	
	Silver	**15%**	**$ 4,000**	
	Bronze	**10%**	**$ 2,000**	
1.3	**Volume Pricing Program**			
	For any purchase over $1,500 more aggressive pricing may be available through the Volume Pricing Program.			
	For any planned order over $1,500, call in the request for quote to the ProDesk of your local The Home Depot			
	store and ask for it to be submitted for volume pricing consideration.			

EXHIBIT B
STATEMENT OF WORK

CONTRACT FOR MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED PRODUCTS AND SERVICES (U.S. Communities)

1.0 INTENT:

The Contractor shall have a strong national presence for a vast array of supplies and equipment necessary for maintenance and repair in residential, commercial and industrial environments for use by various public entities nationwide.

Other governmental entities under agreement with the County may have access to services provided hereunder.

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.

1.1 INTRODUCTION, BACKGROUND AND INTENT: MASTER AGREEMENT

Maricopa County, AZ (herein "Lead Public Agency" on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies") is awarding a contract to a qualified supplier to enter into a Master Agreement for a complete line of Maintenance, Repair and Operating (MRO) Supplies and Industrial Supplies in a Retail and Wholesale environment; and Related Products and Services (herein "Products and Services").

1.2 GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES

Contractors are to have the broadest possible selection of MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES AND RELATED PRODUCTS AND SERVICES they offer. The intent of this contract is to provide Participating Public Agencies with a comprehensive offering of products and services to meet their various needs.

1.2.1 **Maintenance, Repair, Operating (MRO) Supplies and Related Services (Installation, Repair and Renovation)** – A complete and comprehensive offering of wholesale and/or retail MRO supplies such as appliances, building materials, hardware, HVAC, kitchen and bath cabinets, janitorial supplies, landscaping equipment and supplies, motors, pumps, paints and coatings, plumbing, pool chemicals and supplies, hand-held general purpose tools, power tools, flooring, window coverings, and any other miscellaneous MRO supplies offered by Supplier.

In addition, a complete range of services available through the Supplier such as, but not limited to, installation, renovation services, repair services, training services and any other related services offered by Supplier.

1.2.2 **Related Products and Services (Including Installation, Repair and Renovation Services) –** A complete range of related products and services offered by Supplier including, but not limited to, installation, repair and renovation services for replacements, upgrades, and remodeling in the residential, commercial and industrial environments relating to any of the following (non-inclusive): roofing, gutters, downspouts, HVAC, plumbing, electrical, exterior decks, patios and porches, exterior siding, windows and

doors, interior and exterior painting, weatherization, ADA improvements, hose fabrication, hydraulic repairs, gearbox repairs, conveyor system repairs, vulcanizing, rubber fabrication, and any other types of residential, commercial and industrial environments.

2.0 SCOPE OF WORK:

2.1 MAINTENANCE, REPAIR, OPERATING SUPPLIES (MRO) AND RELATED SERVICES (INSTALLATION, REPAIR AND RENOVATION):

Provide a complete and comprehensive offering of Retail MRO supplies such as appliances, building materials, hardware, HVAC, kitchen and bath cabinets, janitorial supplies, landscaping equipment and supplies, motors, pumps, paints and coatings, plumbing, pool chemicals and supplies, hand-held general purpose tools, power tools, flooring, window coverings, and any other miscellaneous MRO supplies offered by Supplier.

In addition, a complete range of services available through the Supplier such as, but not limited to, installation, renovation services, repair services, training services and any other related services offered by Supplier.

2.2 RELATED PRODUCTS AND SERVICES (INSTALLATION, REPAIR AND RENOVATION SERVICES)**:**

2.2.1 Any related products offered by Supplier.

2.2.2 Services may also include replacements, upgrades, remodeling; and product, turnkey and major category installations.

2.2.3 Services performed shall be non-structural in nature.

2.2.4 Products used in performing these services shall be procured under the awarded contract, at contract prices.

2.2.5 These services may be required in the residential and commercial environments and may be any of the following (non-inclusive):

2.2.5.1 Roofing, Gutters, Downspouts
2.2.5.2 HVAC
2.2.5.3 Plumbing
2.2.5.4 Electrical
2.2.5.5 Exterior decks, patios and porches
2.2.5.6 Exterior Siding
2.2.5.7 Windows, Doors
2.2.5.8 Interior/Exterior Painting
2.2.5.9 Weatherization – Storm Windows/Doors, Insulation, Weather Stripping
2.2.5.10 ADA Improvements

2.2.6 Services:

2.2.6.1 Providing and managing qualified contractors

2.2.6.2 Budget management in keeping projects on budget

2.2.6.3 Project management services in design, planning, organizing, scheduling and managing all stages of a project.

2.2.7 Service Providers (Labor):

2.2.7.1 Contractor shall serve as the single point of contact between Participating Public Agencies and Service Providers.

2.2.7.2 Contractor shall verify that all Service Providers are fully licensed for the type of work being performed in the respective state(s).

2.2.7.3 Contractor shall verify each Service Provider maintains at a minimum, the levels of insurance specified under in draft contract.

2.2.7.4 Contractor shall perform a background screen of all Service Providers consisting of (at a minimum):

2.2.7.4.1 National Employee Database
2.2.7.4.2 SSN Verification
2.2.7.4.3 National Criminal Database Check
2.2.7.4.4 Two County Search
2.2.7.4.5 Sex Offender Search
2.2.7.4.6 Annual Review (National Criminal Database)
2.2.7.4.7 Two (2) Year Complete Re-Screen and Renewal
2.2.7.4.8 Financial Background

2.2.7.5 All Service Provider employees shall wear a Service Provider's issued picture identification badge at all times.

2.3 PRODUCT CATEGORIES:

This Agreement is to establish a nationwide purchasing agreement for the acquisition of MRO and related products/services. The category descriptive examples below are not to be considered restrictive, but rather, provide a general, non-inclusive, description of the category. These are standard use in the residential, commercial, and industrial environments. .

All products offered shall be new, unused and of the latest design and technology.

The intent is for each Proposer to submit their complete product line so that Participating Public Agencies may order a wide array of product as appropriate for their needs. You may subcontract items your firm does not supply.

2.3.1 CATEGORY 1: APPLIANCES
Large appliances: refrigerators, washers, dryers, dishwashing machines, stoves, cooktops, range hoods and ovens; TVs, DVR's, small appliances: mixers, toasters, microwave ovens, food processors, disposals, trash compactors, and all ancillary supplies, tools, and components.

2.3.2 CATEGORY 2: BUILDING MATERIALS
Lumber (dimensional and timber), millwork, roofing, siding, plywood, paneling, hardwood, trim, molding, fencing, decking, gates, brick, block, doors, windows, bagged goods (concrete, mortar, sand, or asphalt), drywall, rebar, acoustical tiles, rain gutters, garage door openers, insulation, and all ancillary supplies, tools, and components.

2.3.3 CATEGORY 3: HARDWARE
Fasteners (nuts/bolts, screws, washers, rivets, nails), builders hardware (hinges, gate hardware, barrel bolts/hasps, corner braces, shelf brackets, closet hardware, springs), threaded rod/steel shapes, anchors, padlocks, lock sets, wheels, casters, ball bearings, rope, chain, metal stock, dry cell batteries, fire extinguishers, signs, cabinet hardware, mail boxes, safes, drop boxes, weatherization products, and all ancillary supplies, tools, and components.

2.3.4 CATEGORY 4: HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)
Equipment, package units, evaporative coolers, tools, parts, ducting, air filtration, thermostats, portable and fixed heaters, fans, and all ancillary supplies, tools, and components.

2.3.5 CATEGORY 5: KITCHEN AND BATH CABINETS
Kitchen cabinets, bath vanities, countertops, medicine cabinets, mirrors, and all ancillary supplies, tools, and components.

2.3.6 CATEGORY 6: JANITORIAL SUPPLIES
Cleaners, soaps, waxes, strippers, polishes, vacuums, brooms, mops, buckets, gloves, carts, paper goods, and all ancillary supplies, tools, and components.

2.3.7 CATEGORY 7: LANDSCAPING EQUIPMENT AND SUPPLIES
Lawn and landscape equipment (gasoline and electric), shovels, rakes, axes, hoes, hoses, nozzles, insect control, herbicides, fertilizers, plants, trees, sprinkler/irrigation equipment and supplies and all ancillary supplies, tools, an components.

2.3.8 CATEGORY 8: MOTORS/PUMPS
Fractional and full horse, starters, pulleys, belts, fans, motor controls, and all ancillary supplies, tools, and components.

2.3.9 CATEGORY 9: PAINTS AND COATINGS
All types of paints and coatings, wall paper, caulking, spray equipment, aerosol paints, pressure washers, sand blasters, finishes, abrasives, epoxy, cleaners, drywall supplies, tarps, compounds, adhesives, accessories, and all ancillary supplies, tools, and components.

2.3.10 CATEGORY 10: PLUMBING
Equipment, parts, piping and fittings, water heaters, furnaces, disposals, pneumatic piping, filters, commodes, sinks, bathtubs, showers, shower doors, faucets, water conditioning equipment, water dispensing equipment, salt, and all ancillary supplies, tools, and components.

2.3.11 CATEGORY 11: POOL SUPPLIES
Pool chemicals, tools, timers, pump/motor units, vacuum equipment, patio furniture, parts, and all ancillary supplies, tools, and components.

2.3.12 CATEGORY 12: TOOLS, HAND-HELD GENERAL PURPOSE
Hand-held (electric, battery, or pneumatic operated), including accessories, automotive type tools, welding equipment, testing and measuring tools, carts and hand trucks, work benches, tool cabinets, ladders, and all ancillary supplies and components.

2.3.13 CATEGORY 13: TOOLS, POWER TYPE
Electric or gas operated, mobile or stationary, bench or floor mounted, including accessories, and all ancillary supplies and components.

2.3.14 CATEGORY 14: FLOORING AND WINDOW COVERINGS
All flooring, including but not limited to, vinyl plank, VCT, vinyl tile, ceramic tile, hardwood, carpet tile, carpet and cove base; blinds, shades, screens, window glass, mirrors, parts, and all ancillary supplies, tools, and components.

2.3.15 CATEGORY 15: HOSPITALITY

Guest room supplies and appliances, personal care amenities, telephones, bed and bath linens, housekeeping cleaning supplies, public restroom supplies, carts, banquet and conference room supplies, guest room and suite furniture, fixtures, and equipment, pool and patio equipment, and other hospitality supplies.

2.3.16 CATEGORY 16: WATER AND WASTE WATER TREATMENT

Aeration, chart and data recorders, chemical feed, collection systems, flow metering, gauges, grounds maintenance, hose, hydrants, lab chemicals, equipment, and testing, location and leak detection, level and pressure, pipe, plugs, process analysis, pumps, sampling equipment, storm water, tanks, tools, valves, and water treatment.

2.3.17 CATEGORY 17: MISCELLANEOUS

Including, but not limited to: shelving (metal or wood composite), safety and emergency equipment, first aid supplies, conditioning salt, scaffolding (purchased), packaging supplies, communication supplies, electrical supplies, lighting supplies, office products, and property management products.

2.3.18 CATEGORY 18: IN STORE SERVICES

Including, but not limited to: glass cutting, pipe threading, planning services (flooring and cabinet), verbal technical advice, special orders, rental equipment, etc.

2.4 PRODUCT ORDERING:

2.4.1 Contractor's limited product line (Wholesale or Retail) shall be available for internet ordering 24/7.

2.4.2 Products may be ordered by any of the following methods:

2.4.2.1 Retail Stores (Point of Sale)
2.4.2.2 Internet (Homedepot.com)
2.4.2.3 Other eProcurement options
2.4.2.4 Will Call (Phone or FAX order)

2.5 PRODUCT PRICING:

Retail:

Products shall be sold at their retail price. An annual volume rebate will be paid to Participating Public Agencies (see Exhibit A). For any purchase over $1,500, more aggressive pricing may be available through the Volume Pricing Program. The discount offered through this program will depend on dollar value, quantity and type of material. In addition, the Pro Rewards Paint program offers Participating Public Agencies further discounts on their paint only purchases (see Exhibit A).

2.6 ON-LINE CATALOG DISCOUNT PRICING:

Presently, the capability exists to access a limited on-line catalog reflecting contract pricing of products.

2.7 RELATED PRODUCTS AND SERVICES (INSTALLATION, REPAIR AND RENOVATION SERVICES) PRICING**:**

2.7.1 All Participating Public Agencies shall receive a detailed written quotation for all services to be performed, and product(s) to be provided.

2.7.2 All quotations shall be for a "not to exceed" amount.

2.7.3 As an audit tool, the Contractor(s) shall provide a copy of the most current R.S. Means Bare Cost Data (including any city cost index adjustment) pertaining to all written quotations.

2.7.4 Spending on services shall be included in the annual volume rebate (see Exhibit A).

2.8 SALES REPORTING:

2.8.1 Sales Dollars
2.8.2 Sales histories by manufacturer, item description, part number, quantity, NIGP codes
2.8.3 Procurement card (MasterCard or Visa brand)

2.9 BRAND NAMES:

The County reserves the right to request samples to determine quality and acceptability of materials bid by Contractor. . Materials substantially equivalent to those designated shall qualify for consideration of an order.

2.10 DELIVERY, FREIGHT REQUIREMENTS:

2.10.1 All domestic ground shipments shall be FOB Destination, Freight Prepaid and Included. Any handling fees shall also be included in the pricing.

2.10.2 Any requests for local delivery of orders placed at local stores shall be subject to local delivery fees, if applicable.

2.10.3 Shipping and handling fees are allowable to destinations outside the continental U.S.

2.10.4 A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

2.10.4.1 Contract Serial number
2.10.4.2 Contractor's name and address
2.10.4.3 Participating Public Agency's name and address
2.10.4.4 Participating Public Agency's purchase order number
2.10.4.5 A description of product(s) shipped, including item number(s), quantity (is), number of containers and package number(s), as applicable

3.0 PROCUREMENT REQUIREMENTS:

3.1 SHIPPING TERMS:

Bid price(s) and terms shall be F.O.B. Destination at ordering Agencies locations for those items requested to be delivered. Delivery charges may apply based on location.

3.2 OPERATING MANUALS (If required):

Upon delivery, Contractor shall provide comprehensive operational manuals, service manuals and schematic diagrams, if required by the Using Agency.

3.3 INSTALLATION: (If required):

The Contractor's price shall include delivery and installation of all equipment in a complete operating condition.

3.4 ACCEPTANCE: (If required):

Upon delivery and successful installation, the material(s) shall be deemed accepted and the warranty period shall begin. All documentation shall be completed prior to final acceptance.

3.5 CONTRACTOR EMPLOYEE MANAGEMENT:

3.5.1 Contractor shall endeavor to maintain the personnel proposed in their offer throughout the implementation of the Agreement. In the event that Contractor personnel's employment status changes, Contractor shall provide County a list of replacement personnel. . Under no circumstances is it acceptable for the implementation schedule to be impacted by a personnel change on the part of the Contractor.

3.5.2 County reserves the right to immediately remove from its premises any Contractor personnel it determines is a risk to County operations.

3.5.3 County reserves the right to request the replacement of Contractor personnel at any time, for any reason.

3.6 WARRANTY:

Home Depot SOW Information: All repair and renovation services performed by Home Depot carries a one (1) year workmanship warranty and all manufacturers' product warranties shall be passed on to the end customer as further detailed in Contract section 6.5. Home Depot also offers a robust return policy on product purchases, whereas (most) returns within 90 days of purchase are accommodated with a valid sales receipt for exchange, refund, credited to an associated Home Depot

3.6.1 All items furnished under this Contract shall conform to the requirements of this Contract and shall be free from defects in design, materials and workmanship.

3.6.2 The warranty period for workmanship shall be for an initial period of twelve (12) months and commence upon acceptance by County.

3.6.2.1 The Contractor agrees that he will, at his own expense, provide all labor and parts required to remove, repair or replace, and reinstall any such defective workmanship and/or materials which becomes or is found to be defective during the term of this warranty. The Contractor shall guarantee the equipment to be supplied complies with all applicable regulations.

3.7 FACTORY AUTHORIZED SERVICE AVAILABILITY (if required):

The Contractor shall have and maintain a local factory authorized service facility within the Phoenix, Arizona metropolitan area. The facility shall be capable of supplying and installing component parts, troubleshooting, repairing and maintaining the products. Minimum service hours shall be from 8:00 A.M. through 5:00 P.M., Arizona Time, Monday through Friday.

3.8 USAGE REPORT:

The Contractor shall furnish the County a usage report upon request delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

16154 EXHIBIT C

FACILITIES MANAGEMENT REQUIREMENTS

Maricopa County Facilities Management operation requirements.

1.0 HOURS OF SERVICE:

1.1 REGULAR HOURS are between 6:00 AM and 6:00 PM, Monday through Friday, excluding County holidays.

1.2 AFTER HOURS is after 6:00 PM and prior to 6:00 AM, Monday through Friday.

1.3 WEEKENDS are anytime Saturday or, Sunday.

1.4 HOLIDAYS are County Holidays (See County holiday schedule attachment).

1.5 Services shall be available 24 hours per day, 7 days per week, 365 days per year.

1.6 Contractor shall provide 24 hours per day, 7 days per week, 365 days per year telephone access, and strive to respond to a call for services within thirty (30) minutes of receipt.

2.0 RESPONSE TIMES:

2.1 During REGULAR HOURS, AFTER HOURS, WEEKEND or HOLIDAYs, Contractor shall strive to respond on site within four (4) hours of receipt of a service request if a site visit is mutually determined to be required.

2.2 If the request is designated by the County as an EMERGENCY, the contractor shall strive to respond on site within two (2) hours of receipt of a service request regardless of the time of day, WEEKEND or HOLIDAY if a site visit is mutually determined to be required.

3.0 TRIP CHARGE:

Trip charges are permitted when time and material work is requested at the following sites only:

3.1 MCSO Lake Aid Stations (Apache, Bartlett, Blue Point, Canyon and Saguaro)

3.2 County offices located in Gila Bend, AZ

3.3 County offices located in Buckeye, AZ

3.4 County offices located in Aguila, AZ

3.5 Only one trip charge may be charged per service call.

3.6 If the contractor arrives onsite and is unable to locate a County representative familiar with the work or unable to gain access to the work site, the Contractor may only bill for a trip charge (maximum one time daily trip charge not to exceed $50.00). The Contractor is not authorized to incur nor will the County accepting billing for any labor charges.

4.0 CONTRACTOR REQUIREMENTS:

4.1 Contractor(s) shall supply all labor, supervision, materials, tools, equipment, and effort necessary to perform the Scope of Work presented.

4.2 The Contractor's service truck fleet and/or warehouse shall carry sufficient supply of repair parts and equipment to perform services per Scope of Work presented.

4.3 The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work.

4.4 All employees of the Contractor shall wear a company uniform identified with the company name that may include one of the following:

4.4.1 Shirt/blouse

4.4.2 Vest

4.4.3 Cap

4.4.4 Badging that identifies the business they work for

4.5 No one except authorized employees of the Contractor is allowed on the premises of Maricopa County. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.

4.6 The Contractor shall perform the work in a way to minimize disruption to the normal operation of building occupants. Upon completion of work the Contractor shall clean and remove from the job site all debris, materials and equipment associated with the work performed.

4.7 Contractor shall adhere to all regulations, rules, ordinances, and standards set by Federal, State, County, and Municipal governments pertaining to safety on the job site.

5.0 BUILDING SECURITY (KEYS):

5.1 The Contractor may be provided keys to required County Facilities at the discretion of FMD. Keys may be acquired by:

5.2 The Contractor being provided permanent key(s), wherein the Contractor verifies receipt of and accepts responsibility for keys. The keys must be returned at the completion of the work or at the direction of FMD. Keys not returned may cause the County to re-key the ENTIRE building or locations that the set of keys opened with the cost being borne by the Contractor.

5.3 In lieu of or in addition to keys, the Contractor may be provided card access badges at the discretion of FMD.

5.4 The Contractor shall notify FMD within twenty four (24) hours if any keys are lost, misplaced, stolen or otherwise not within the Contractor's control.

6.0 Once the Purchase Order is complete, expired, or terminated the Contractor shall immediately return all badges and keys to FMD.SALVAGE:

Salvage rights shall be evaluated on a project by project basis by the County and shall be determined prior to incorporation in the contractor's bid price. Salvage rights automatically apply for all work if in the best interest to the County. Salvageable materials without pre-approved contractor salvage rights shall be securely stored and are not to be transported off the site without written permission from Maricopa County. If contractor is given salvage rights, salvageable materials shall be removed daily. No on site storage of contractor's salvaged materials will be permitted.

7.0 INVOICES AND PAYMENTS:

For transactions using a Home Depot Net 30 Account, Invoices are required to contain the following information and should be e-mailed to FMD-ACCOUNTSPAYABLE@MAIL.MARICOPA.GOV If invoices cannot be e-mailed, U.S. Mail is acceptable to Maricopa County Facilities Management, Accounts Payable, 401W. Jefferson, Phoenix, Arizona 85003 or to the address that was used in establishing the associated Home Depot Account.

7.1 Company name, address and contact information

7.2 County bill-to name and contact/requestor information

7.3 Building Name and Building Number

7.4 County purchase order number

7.5 County contract number

7.6 Maximo (FMD) service call number

7.7 Invoice number and date

7.8 Date of service or delivery

7.9 Description of Purchase (services performed)

7.10 Labor breakdown: rate per hour x no. of hours by personnel type (time & materials)

7.11 Material breakdown: itemized parts list to contain unit price x quantity, indicating mark-ups as contracted (time & materials)

7.12 Arrival and completion time

7.13 Total Amount Due with tax amounts separated. Must also clearly indicate the tax rate being applied

7.14 Payment Terms

For Time & Material work, Contractor(s) must provide, all equipment, expendable shop supplies (rags, cleaners, solvents, gasses, etc.), miscellaneous parts (screws, bolts nuts, small items etc.), tools, etc. necessary to perform all the required services. Contractor(s) are allowed a one time Misc. Shop fee charge of up to $25.00 per work order to cover these type of expenses. Anything beyond the $25 limit, will be provided at the contractor's own expense.

8.0 CONTRACTOR EMPLOYEE BACKGROUND CHECK:

A background check is required for all Contractor employees providing services to the County. The cost of this service shall be incurred by the County. No Contractor employee may access County property without approval of FMD.

16154 EXHIBIT C

FACILITIES MANAGEMENT REQUIREMENTS

Maricopa County Facilities Management operation requirements.

1.0 **HOURS OF SERVICE (any fluctuations to these hours will be handled in the Solicitation):**

1.1 **REGULAR HOURS are between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday, excluding County holidays.**

1.2 **AFTER HOURS are between the hours of 6:00 p.m. and prior to 6:00 a.m., Monday through Friday.**

1.3 **WEEKENDS are anytime on a Saturday or a Sunday.**

1.4 **HOLIDAYS are County holidays.**

1.5 **Services shall be available 24 hours per day, 7 days per week, 365 days per year.**

1.6 **The Facilities Management Parts Warehouse is open for deliveries between the hours of 7:00 a.m. to 3:00 p.m. weekdays except for County holidays.**

2.0 **BEGINNING OF WORK:**

2.1 **Contractor shall provide 24 hours per day, 7 days per week, 365 days per year telephone access, and use best efforts to respond to a call for services within thirty (30) minutes of receipt via phone or email.**

2.2 **During REGULAR HOURS, AFTER HOURS, WEEKEND or HOLIDAYs, Contractor shall strive to respond on-site to begin work within four (4) hours of receipt of a service request unless arranged for a later date/time with the County per the work order or notice to proceed.**

2.3 **The four (4) hour response time shall carryover to the next working day if called into Contractor's office as a non-emergency call after 2:00 p.m. The Contractor will be required to begin work by 8:00 a.m. the following day, as mutually agreed to by the Parties.**

2.4 **Contractors shall strive to respond to EMERGENCY requests immediately and report on-site to begin work within two (2) hours service call request regardless of the time of day, WEEKEND or HOLIDAY.**

3.0 **TRIP CHARGE:**

One-time trip charges of $50.00, or other amount only if previously identified to the Maricopa County contact and agreed to by them (one per work order), are permitted when Time and Materials work is requested at the following sites ONLY:

3.1 **MCSO Lake Aid Stations (Apache, Bartlett, Blue Point, Canyon and Saguaro)**

3.2 **County offices located in Gila Bend, AZ**

3.3 **County offices located in Buckeye, AZ**

3.4 **County offices located in Aguila, AZ**

4.0 **DEAD END CHARGE:**

If the Contractor is unable to locate a County representative familiar with the work or is unable to gain access to the work site, the Contractor shall call the County Boiler Room (602-506-3310). The Boiler Room technician will give Contractors further instruction at this time. If the Contractor is delayed or turned away, a $50.00 trip charge shall be authorized by the County.

5.0 **CONTRACTOR REQUIREMENTS:**

5.1 **Contractor shall provide and maintain during the entire period of this contract, all labor, supervision, materials, effort, tools, and equipment sufficient in number, condition and capacity to efficiently perform the work and render the services required by this contract. Contractor shall provide evidence of his ability to furnish equipment and personnel. The Contractor's service truck fleet and/or warehouse shall carry sufficient supply of repair parts and equipment to perform services per Scope of Work presented.**

5.2 **The Contractor shall perform the work in such a way as to minimize disruption to the normal operation of the County site and building occupants. Upon completion of work, the Contractor is responsible for cleaning and removing from the job site; all debris, materials, and equipment associated with the work performed and County property is restored to the same condition prior to start of the job. Such disturbances may include, but are not limited to: loose dirt, dislocated gravel; removed vegetation; footprints; old asphalt/concrete; etc. Documentation will be performed through an audit and feedback system of contract administration. If an inspection reveals that the Contractor failed to clean up after work has been performed, the County will notify the Contractor of the discrepancy and the Contractor will have twenty-four (24) hours to make the needed correction. Should the Contractor fail to correct noted issues, the County reserves the right to make other arrangements to have the area cleaned and the cost of such work shall be offset from any monies due the Contractor.**

5.3 **The Contractor shall perform all services in such a manner that does not damage County property. In the event damage occurs to Maricopa County property, or any adjacent property due to any services performed under this contract, the Contractor shall notify the County representative immediately of damages and replace or repair the same at no cost to the County. If damage caused by the Contractor has to be repaired or replaced by the County, and the cost of such work shall be deducted from the monies due the Contractor.**

5.4 **Contractor's bidding on this solicitation may visit the sites to determine conditions that would affect prices and work performance. As some sites do have internal restrictions, a site visit may be scheduled if necessary. See GIS link for site directions: https://gisportal.maricopa.gov/FMD/Facility/Index.html.**

5.5 **Contractors must have a facility sufficient to support the work contemplated by this contract within fifty (50) miles of 401 W. Jefferson St., Phoenix AZ 85003.**

5.6 **The Contractor agrees to utilize only experienced, responsible, and capable people in the performance of the work.**

5.7 **All vehicles used by Contractor shall be clearly identified with the name of the company on each side of the equipment, including personnel transportation vehicles, or consistent with the Contractor's business practices. The letters shall be of such size that they are distinguishable from a reasonable distance or consistent with the Contractor's business practices.**

5.8 **All employees of the Contractor shall wear a company uniform identified with the company name that may include of one of the following:**

- **Shirt/blouse**

- **Vest**
- **Cap**

5.9 **Only authorized employees of the Contractor are allowed on the premises of Maricopa County. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.**

5.10 **All work must comply with EPA, OSHA, and any State, County, or local regulations in effect at each service location. Contractor shall adhere to all regulations, rules, ordinances, and standards set by Federal, State, County, and Municipal governments pertaining to safety on the jobsite. If the Contractor is found not to be in compliance with Federal, State, County, and/or Municipal safety rules, ordinances, policy, procedure, or codes, the County may, in accordance with the "Suspension of Work" clause of the contract, suspend the work without cost to the County until such non-compliant issues are rectified to the satisfaction of the Using Agency. Continued non-compliance may result in termination.**

6.0 **BUILDING ACCESS:**

6.1 **The Contractor may be provided access to County Facilities at the discretion of Facilities Management. keys, badges, or access cards will be provided per the following guidelines:**

6.2 **Contractor employees may sign out a set of keys (all looped on a single key ring) upon arrival at site, and must turn-in key set after completion of duties unless they are issued a permanent key.**

6.3 **Permanent keys may be provided to Contractor employees on a case-by-case basis. Should an employee leave the Contractor's work force, Contractor must immediately notify the County and keys, badges, and access cards must be returned to the County.**

6.4 **The Contractor shall notify the County within twenty-four (24) hours if any keys, badges, or access cards are lost, misplaced, stolen or otherwise not within the Contractor's control.**

6.5 **Once this agreement is complete, expired, or terminated, the Contractor shall immediately return all keys, badges, or access cards to the County.**

6.6 **Failure to comply with these requirements may result in the Contractor being assessed the cost of replacing keys or access cards and any associated cost to ensure the security of County facilities including but not limited to, re-keying the ENTIRE building at the expense of the Contractor.**

7.0 **CANCELLATION COST:**

Any scheduled work cancelled without a minimum of 48 hours prior notice to the County will be rescheduled with the Contractor and is subject up-to a 25% reduction of the cost.

8.0 **SALVAGE:**

Salvage and trade-in rights shall be evaluated on a project-by-project basis by the County and shall be determined prior to incorporation in the Contractor's bid price. Salvageable materials without pre-approved Contractor salvage rights shall be securely stored and are not to be transported off the site without written permission from Maricopa County. If Contractor is given salvage rights, salvageable materials shall be removed daily. On-site storage of Contractor's salvaged materials is not permitted.

9.0 **DELIVERY:**

9.1 **Delivery shall be made to the County no later than 3:00 p.m. on the seventh (7th) calendar day after order is received.**

9.2 **Exceptions to delivery schedule will be special order items that must be identified to the County.**

9.3 **Maricopa County reserves the right to obtain material on the open market in the event vendors fail to make delivery and charge any price differential to the vendor.**

9.4 **Delivery will be made to the following address:**

FACILITIES MANAGEMENT DIVISION (FMD) WAREHOUSE
2401 S. 28th Dr.
Phoenix, AZ 85009

Warehouse Manager: 602-506-1935
Warehouse Specialist: 602-506-1943
Receiving hours: 7:00 a.m. – 3:00 p.m.

10.0 **FACILITIES MANAGEMENT INVOICES AND PAYMENTS:**

10.1 **Payment terms shall be calculated based on the date a properly completed invoice is received by the County.**

10.2 **For transactions using a Home Depot Net 30 Account, Contractors shall provide the County with invoices no later than fourteen (14) days after all services and delivery of goods are complete and accepted by the County rendered final.**

10.3 **Home Depot Account invoices should contain access to the following information:**

- **Company name, address and contact information**
- **County bill-to name and contact/requestor information**
- **Building name and building number**
- **County purchase order number**
- **Contract or BidSync agreement number**
- **Maximo (Facilities Management) work order number**
- **Invoice number and date**
- **Date of service or delivery (for Project work: use "Completion date")**
- **Description of services performed**
- **Line item description of parts and materials (Time and Materials work)**
- **Line item labor breakdown: arrival and completion time, rate per hour x no. of hours by personnel type (Time & Materials work)**
- **Total amount due with tax amounts separated (Time and Materials work).**
  ***On a separate line, clearly indicate the tax rate being applied**

- **Payment Terms as stated in the agreement**

10.4 **Questions regarding billing or invoicing shall be directed to the email address below.**

10.5 **Invoices shall be e-mailed to: FMD-ACCOUNTSPAYABLE@MAIL.MARICOPA.GOV**

10.6 **If invoices cannot be e-mailed, send by mail to:**

Maricopa County Facilities Management – Accounts Payable
401 W. Jefferson St.
Phoenix, Arizona 85003

10.7 **Payment shall be made to the Contractor by the Accounts Payable/Finance department through an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Contractor Registration Form located on the County Department of Finance Contractor Registration Web Site (http://www.maricopa.gov/922/Vendors).**

10.8 **EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.**

HOME DEPOT U.S.A., INC., PO BOX 193176, COLUMBUS OH 43218
~~2455 PACES FERRY ROAD, ATLANTA, GA. 30339~~

PRICING SHEET: NIGP CODE 45041

Terms:	NET 30
Vendor Number:	VC0000005735
Certificates of Insurance	Required
Contract Period:	To cover the period ending **December 31,** ~~2021~~ **2026.**

STATE OF UTAH

Contract # LS4679

for

ONLINE MARKETPLACE

with

AMAZON.COM SERVICE LLC dba AMAZON BUSINESS

Effective: May 6, 2025

The following documents comprise the executed contract effective: May 6, 2025

I. Vendor Contract and Signature Form

II. Supplier’s Response to the RFP, incorporated by reference

Docusign Envelope ID: 37AFD31B-ADDC-4B02-934C-64CD7A6863B1

Contract # **LS4679**

OMNIA COOPERATIVE CONTRACT - MASTER AGREEMENT

1. CONTRACTING PARTIES: This contract is between the Division of Purchasing and the following Contractor:

Amazon.com Services LLC dba Amazon Business
Name
410 Terry Avenue North
Address
Seattle | WA | 98109
City | State | Zip

LEGAL STATUS OF CONTRACTOR
- ☐ Sole Proprietor
- ☐ Non-Profit Corporation
- ☒ For-Profit Corporation
- ☐ Partnership
- ☐ Government Agency

Contact Person William Burnett Phone #404-807-9996 Email wjburn@amazon.com
Vendor #VC220555 Commodity Code #00000

2. CONTRACT PORTFOLIO NAME: Online Marketplace

3. PROCUREMENT: This contract is entered into as a result of Solicitation #TR24-8.

4. CONTRACT PERIOD: Effective Date: 05/06/2025 Termination Date: 05/05/2030 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): N/A.

5. Prompt Payment Discount (if any): N/A. Price Guarantee Period (if any): N/A.

6. Administrative Fee, as described in the Administrative Agreement between Omnia and Amazon Business: Established by Omnia and the participating entities upon establishing a participating addendum, as required.

7. ATTACHMENT A: State of Utah Standard Terms and Conditions for ☒ Goods ☒ Services, or ☐ IT
ATTACHMENT B: Amazon Business Account Terms and Conditions
ATTACHMENT C: Scope of Work
ATTACHMENT D: Pricing/Catalog
Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.

8. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
   a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
   b. Utah State Procurement Code, Procurement Rules, the Solicitation, and Contractor's response to the Solicitation.

9. Each person signing this Agreement represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Agreement and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the Agreement and the performance of each party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the parties and enforceable in accordance with its terms.
IN WITNESS WHEREOF, the parties sign and cause this contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided within Section 4 above.

CONTRACTOR

Signed by: Oscar Montes 705B3CP609A15E...
Contractor's Signature

Oscar Montes | Authorized Representative | April 15, 2025
Print Name | Title | Date

STATE

DocuSigned by: C38BE9DAC528424...
Director, Division of Purchasing

4/21/2025
Date

Contract Manager can be found at www.statecontracts.utah.gov on the contract landing page.

Docusign Envelope ID: 37AFD31B-ADDC-4B02-934C-64CD7A6863B1

ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR GOODS AND SERVICES

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
   a) "**Confidential Information**" means information that is deemed as confidential under applicable state and federal laws, including personal information. The Eligible User reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
   b) "**Contract**" means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" shall include any purchase orders that result from this Contract.
   c) "**Contract Signature Page(s)**" means the State of Utah cover page(s) that the Division and Contractor signed.
   d) "**Contractor**" means the individual or entity delivering the Procurement Item identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
   e) "**Custom Deliverable**" means the Work Product that Contractor is required to deliver to the Eligible User under this Contract.
   f) "**Division**" means the Division of Purchasing and General Services.
   g) "**Eligible User(s)**" means those authorized to use State Cooperative Contracts and includes the State of Utah's government departments, institutions, agencies, political subdivisions (e.g., colleges, school districts, counties, cities, etc.), and, as applicable, nonprofit organizations, agencies of the federal government, or any other entity authorized by the laws of the State of Utah to participate in State Cooperative Contracts, including agencies nationwide registered with OMNIA Partners, Public Sector are eligible to participate in any subsequent Contract.
   h) "**End User Agreement**" means any agreement that Eligible Users are required to sign in order to participate in this Contract, including an end user agreement, customer agreement, memorandum of understanding, statement of work, lease agreement, service level agreement, or any other named separate agreement.
   i) **"Procurement Item"** means a supply, a service, Custom Deliverable, construction, or technology that Contractor is required to deliver to the Eligible User under this Contract.
   j) "**Response**" means the Contractor's bid, proposals, quote, or any other document used by the Contractor to respond to the Solicitation.
   k) "**Solicitation**" means an invitation for bids, request for proposals, notice of a sole source procurement, request for statement of qualifications, request for information, or any document used to obtain bids, proposals, pricing, qualifications, or information for the purpose of entering into this Contract.
   l) "**State of Utah**" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
   m) "**Subcontractors**" means a person under contract with a contractor or another subcontractor to provide services or labor for design or construction, including a trade contractor or specialty contractor.
   n) "**Work Product**" means every invention, modification, discovery, design, development, customization, configuration, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor or Contractor's Subcontractors (either alone or with others) pursuant to this Contract. Work Product shall be considered a work made for hire under federal, state, and local laws; and all interest and title shall be transferred to and owned by the Eligible User. Notwithstanding anything in the immediately preceding sentence to the contrary, Work Product does not include any Eligible User intellectual property, Contractor's intellectual property (that it owned or licensed prior to this Contract) or Third Party intellectual property.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Procurement Items delivered and/or performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding, which the parties mutually agree to in writing, including CFR Appendix II to Part 200, will supersede this Attachment. Eligible Users shall inform Contractor if federal funds are used under this Agreement and propose those additional contract terms to be included.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by Eligible Users to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor will provide Eligible Users access to Amazon Business Analytics ("ABA") whereby Eligible Users may generate reports based on purchasing activity pertinent to the contract for the purpose of making audits, examinations, excerpts, and transcriptions. ABA functionality will include the ability to customize, view, and download reports including order details, refunds, returns, and reconciliation.
5. **PERMITS:** If necessary Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of this Contract.
6. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification

System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, to sole sources that are included within a Request for Proposal, and when Contractor employs any personnel in Utah.

a) Contractor certifies, to the best of its knowledge and belief at the time of submission, as to its own entity, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.

b) Contractor's failure to comply with this section will be considered a material breach of this Contract.

7. **CONFLICT OF INTEREST:** Contractor represents, to the best of its knowledge and belief at the time of submission, that none of its officers or employees are officers or employees of the Division or the State of Utah, unless disclosure has been made to the Division.

8. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the Division or the State of Utah.

9. **CONTRACTOR RESPONSIBILITY:** Contractor is solely responsible for fulfilling the contract, with responsibility for all Procurement Items delivered and/or performed as stated in this Contract. Contractor shall be the sole point of contact regarding all contractual matters. Contractor must incorporate Contractor's responsibilities under this Contract into every subcontract with its Subcontractors that will provide the Procurement Item(s) to the Eligible Users under this Contract. Moreover, Contractor is responsible for its Subcontractors compliance under this Contract.

10. **INDEMNITY:** Notwithstanding anything else to the contrary in this Agreement, neither party shall be responsible for indemnifying the other party for any claims.

11. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order 2019-1, dated February 5, 2019, which prohibits unlawful harassment in the workplace. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees. Contractor agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.

12. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.

13. **DEBARMENT:** Contractor certifies, to the best of its knowledge and belief at the time of submission, that it is not presently nor has ever been debarred, suspended, proposed for debarment, or declared ineligible by any governmental department or agency, whether international, national, state, or local. Contractor must promptly notify the Division if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.

14. **TERMINATION:** This Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and subject to the remedies below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by either Party, upon thirty (30) days written termination notice being given to the other party. The Division and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing.
On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved and conforming Procurement Items ordered prior to date of termination. In no event shall the Eligible Users be liable to the Contractor for compensation for any Procurement Item neither requested by an Eligible User. In no event shall the Division's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the Eligible Users for any damages or claims arising under this Contract.

15. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, a purchase order that results from this Contract may be terminated in whole or in part at the sole discretion of an Eligible User, if an Eligible User reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects an Eligible User's ability to pay under this Contract. A change of available funds as used in this paragraph includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.
If a written notice is delivered under this section, an Eligible User will reimburse Contractor for the Procurement Item(s)

properly ordered and/or properly performed until the effective date of said notice. An Eligible User will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

16. **SALES TAX EXEMPTION:** The Procurement Item(s) under this Contract will be paid for from an Eligible User's funds and used in the exercise of an Eligible Users essential functions. The Amazon Tax Exemption Program (ATEP) allows Amazon Business customers to apply a tax-exemption status to eligible purchases from Amazon and affiliates or other participating selling partners. To apply tax-exempt status to eligible purchases, organizations enroll their business account in ATEP. An administrator with an Amazon account already enrolled can migrate their ATEP settings in Business Settings. The Amazon Tax Exemption Wizard guides the process of enrolling. Tax-exempt status usually activates within 15 minutes of enrolling. If the organization must upload a certificate, approval takes up to 24 hours. NOTE: ATEP is offered to selling partners but they are not required to participate. As a result, your exemption may not apply to sales sold by nonparticipating selling partners. As a result, Amazon Business allows for organizations to set a policy on that account that restricts or blocks selling partners that do not participate in ATEP. For more information, please see the ATEP Terms and Conditions: https://www.amazon.com/gp/help/customer/display.html/?nodeId=200770210&pop-up=1.
17. **WARRANTY OF PROCUREMENT ITEM(S):** Warranties for all goods and products purchased under the Contract shall be subject to Section 4 (Disclaimer) of the Amazon Business Accounts Terms and Conditions, subject to the limitations of Section 8.3 (Public Sector Entity).
18. **CONTRACTOR'S INSURANCE RESPONSIBILITY**. The Contractor shall maintain the following insurance coverage:
    a. Workers' compensation insurance during the term of this Contract for all its employees related to this Contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.
    b. Commercial general liability [CGL] insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy will be no less than one million dollars ($1,000,000.00) per person per occurrence and three million dollars ($3,000,000.00) aggregate.
    c. Commercial automobile liability [CAL] insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in your performance of Services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be $1 million per occurrence, combined single limit. The CAL insurance policy is required if Contractor will use a vehicle in the performance of this Contract.

Certificate of Insurance, showing up-to-date coverage, shall be on file with the State before the Contract may commence.

Failure to provide proof of insurance as required will be deemed a material breach of this Contract. Contractor's failure to maintain this insurance requirement for the term of this Contract will be grounds for immediate termination of this Contract.

19. **RESERVED**.
20. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the Division, the Eligible Users, and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the Division, Contractor also agrees that the Contractor's Response will be a public document, and copies may be given to the public as permitted under GRAMA. Notwithstanding anything in the RFP #TR24-8 or resultant contract terms and conditions to the contrary, the State of Utah will provide Amazon Business with reasonable prior written notice before disclosing any information in the Amazon Business proposal labeled as Confidential or trade secret as set forth herein, so that Amazon Business may pursue any and all remedies available at law.
21. **DELIVERY:** Shipping and delivery of all goods and products purchased under the Contract shall be subject to Section 3 of the Amazon Business Accounts Terms and Conditions.
22. **ACCEPTANCE AND REJECTION:** Inspection and Acceptance for all goods and products purchased under the Contract shall be subject to Section 3 of the Amazon Business Accounts Terms and Conditions.
23. **INVOICING:** Invoices for all goods and products purchased under the Contract shall be subject to Section 3 of the Amazon Business Accounts Terms and Conditions.
24. **PAYMENT:** The payment method for all goods and products purchased under the Contract shall be subject to Section 3 of the Amazon Business Accounts Terms and Conditions.
25. **Deleted - INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY**
26. **Deleted - OWNERSHIP IN INTELLECTUAL PROPERTY**
27. **Deleted - OWNERSHIP IN CUSTOM DELIVERABLES**
28. **ASSIGNMENT:** Assignment of the Contract shall be subject to Section 15.2 (Assignment) of the Amazon Business Accounts Terms and Conditions.

29. **REMEDIES:** Disputes under the Contract shall be subject to Section 8.2 (Disputes) of the Amazon Business Accounts Terms and Conditions, subject to the limitations of Section 8.3 (Public Sector Entity).
30. **FORCE MAJEURE:** Neither an Eligible User nor Contractor will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. An Eligible User may terminate a purchase order resulting from this Contract after determining such delay will prevent Contractor's successful performance of this Contract.
31. **CONFIDENTIALITY:** If Confidential Information is disclosed by either Party (Disclosing Party), the Receiving Party shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Receiving Party will promptly notify an Disclosing Party of any potential or actual misuse or misappropriation of Confidential Information.

    Receiving Party shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Receiving Party shall indemnify, hold harmless, and defend the Disclosing Party, including anyone for whom the Disclosing Party is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Receiving Party or anyone for whom the Receiving Party is liable.

    Upon termination or expiration of this Contract, and receipt of a request from the Disclosing Party to do so, Receiving Party will return all copies of Confidential Information to the Disclosing Party or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.
32. **LARGE VOLUME DISCOUNT PRICING:** Eligible Users may seek to obtain additional volume discount pricing for large orders provided Contractor is willing to offer additional discounts for large volume orders. No amendment to this Contract is necessary for Contractor to offer discount pricing to an Eligible User for large volume purchases.
33. **ELIGIBLE USER PARTICIPATION:** Participation under this Contract by Eligible Users is voluntarily determined by each Eligible User. Contractor agrees to supply each Eligible User with Procurement Items based upon the same terms, conditions, and prices of this Contract.
34. **INDIVIDUAL CUSTOMERS:** Each Eligible User that purchases Procurement Items from this Contract will be treated as individual customers. Each Eligible User will be responsible to follow the terms and conditions of this Contract. Contractor agrees that each Eligible User will be responsible for their own charges, fees, and liabilities. Contractor shall apply the charges to each Eligible User individually. The Division is not responsible for any unpaid invoice.
35. **RESERVED.**
36. **ORDERING**: Orders will be placed by the using Eligible User directly with Contractor. All orders will be shipped promptly in accordance with the terms of this Contract.
37. **END USER AGREEMENTS** Use of Amazon Business is governed by the Amazon Business Accounts Terms and Conditions. An Eligible User will need to have an active Amazon Business account to utilize Amazon Business.
38. **PUBLICITY:** Contractor shall submit to the Division for written approval all advertising and publicity matters relating to this Contract. It is within the Division's sole discretion whether to provide approval, which approval must be in writing.
39. **Deleted - WORK ON STATE OF UTAH OR ELIGIBLE USER PREMISES**
40. **CONTRACT INFORMATION:** During the duration of this Contract the State of Utah Division of Purchasing is required to make available contact information of Contractor to the State of Utah Department of Workforce Services. The State of Utah Department of Workforce Services may contact Contractor during the duration of this Contract to inquire about Contractor's job vacancies within the State of Utah.
41. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
42. **SUSPENSION OF WORK:** Should circumstances arise which would cause an Eligible User to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by formal written notice pursuant to the terms of this Contract. Contractor's responsibilities may be reinstated upon advance formal written notice from the Eligible User.
43. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity who participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
44. **CHANGES IN SCOPE**: Any changes in the scope of the services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of services.
45. **Deleted - ATTORNEY'S FEES**
46. **TRAVEL COSTS:** If travel expenses are permitted by the Solicitation All travel costs associated with the delivery of Services under this Contract will be paid according to the rules and per diem rates found in the Utah Administrative Code R25-7.

Invoices containing travel costs outside of these rates will be returned to the vendor for correction.

47. **PERFORMANCE EVALUATION**: The Division may conduct a performance evaluation of Contractor, including Contractor's Subcontractors. Results of any evaluation shall be made available to Contractor upon request.
48. **STANDARD OF CARE**: The services performed by Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the services that are the subject of this Contract. Contractor may be liable to the Eligible User for claims, liabilities, additional burdens, penalties, damages, or third party claims (e.g., another Contractor's claim against the State of Utah), to the extent caused by Contractor's gross negligence or intentional acts.
49. **REVIEWS:** The Division reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
50. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The Division or an Eligible User, after consultation with Contractor, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the Division or an Eligible User appoints such an expert or panel, the Division or the Eligible User and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
51. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limit the rights of an Eligible User, the Division, or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
52. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice Eligible Users' right to enforce this Contract with respect to any default of this Contract or defect in the Procurement Item(s) that has not been cured, or of any of the following clauses, including: Governing Law and Venue, Laws and Regulations, Records Administration, Remedies, Dispute Resolution, Indemnity, Newly Manufactured, Indemnification Relating to Intellectual Property, Warranty of Procurement Item(s), Insurance.
53. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
54. **ERRORS AND OMISSIONS:** Contractor shall not take advantage of any errors and/or omissions in this Contract. The Contractor must promptly notify the Division of any errors and/or omissions that are discovered.
55. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
56. **ANTI-BOYCOTT ACTIONS**: In accordance with Utah Code 63G-27 et seq., Contractor certifies, to the best of its knowledge and belief at the time of submission, that it is not currently engaged in any "economic boycott" nor a "boycott of the State of Israel" as those terms are defined in Section 102. Contractor further certifies, to the best of its knowledge and belief at the time of submission, that it has read and understands 63G-27 et. seq., that it will not engage in any such boycott action during the term of this Contract, and that if it does, it shall promptly notify the State in writing.

Revision Date: 04/09/2025 (Section 3, 4, 6, 7, 10, 13, 16, 17, 18, 20, 21, 22, 23, 24, 25,26,27, 28, 29, 31, 37, 39, 45, 48, 56)

Revision Date: 04/23/20324 (Omnia Revised section: 1.g)

Revision Date: 07/20/2023 (Original language)

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Attachment B
Amazon Business Terms and Conditions

Below is a copy of the Amazon Business Accounts Terms and Conditions in effect on the Effective Date of the contract. Pursuant to Section 10 of the Amazon Business Accounts Terms and Conditions (as amended by the Amendment), Amazon may make changes at any time. The Amazon Business Accounts Terms and Conditions are available electronically at https://www.amazon.com/gp/help/customer/display.html?nodeId=202119380.

1. **PURPOSE OF AGREEMENT**. This Agreement governs your access to, use of, and transactions made through Amazon Business. **"Amazon Business"** enables registered business customers to purchase products and services for business purposes and to access and use a set of features, services, software, and applications specifically intended for business customers. We may make available to you, through Amazon Business, certain services or products that are subject to additional terms and conditions, and if you use such services or purchase such products, those terms and conditions (the **"Feature Terms"**) will also apply to you. Products made available through Amazon Business may be designed for, and only appropriate for, specialized uses; accordingly, you may only use them as intended by, and in compliance with all instructions provided by, the manufacturer. Finally, certain policies accessible through Amazon Business apply to your and your users' use of and access to Amazon Business. These **"Policies"** include the Amazon Business Acceptable Use Policy, the Amazon Business Pricing Policy, the Amazon Business Sanctions and Export Policy, the Amazon.com Privacy Notice, the Amazon Business Gift Card Policy, and the Healthcare Disclosure Policies. This Agreement incorporates by reference the Feature Terms and the Policies.
2. **ELIGIBILITY; ACCOUNT SECURITY**. By creating a Business Account, you represent that (i) the individual acting on behalf of the Customer has the authority to bind the Customer, (ii) the Customer has all requisite right, power, and authority to enter into, perform its obligations under, and grant the rights and authorizations in the Agreement, and (iii) the Customer is an Eligible Entity. **"Eligible Entities"** include all types of businesses (for example, LLCs, LLPs, corporations, partnerships, sole proprietorships, and PLLCs), all types of governmental entities (federal, state, local, and quasi-governmental entities), and all types of non-profit organizations (including 501(c) organizations, 527 organizations, and similar tax-exempt organizations). Individual consumers should use Amazon.com. Upon completion of your registration, a **"Business Account"** will be created for your organization. You may authorize others to create a **"User Account"** associated with your Business Account. You are responsible for all activities that occur under your Business Account and any associated User Accounts, and must ensure your Users comply with the Acceptable Use Policy and this Agreement. You are responsible for maintaining the security of the passwords associated with your Business Account and User Accounts; if you believe an unauthorized person has access to your password, Business Account, or an associated User Account, you must contact us immediately and change any compromised passwords.
3. **SHIPPING; RETURNS; REPLACEMENT CHARGES; PAYMENT METHODS; TAXES.** Your purchases are subject to Amazon's Shipping and Returns Policies. All purchases of physical items from Amazon are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to you upon our delivery to the carrier. Unless you are participating in the Pay by Invoice service, payment for all purchases made through your Business Account is due upon shipment or on the date indicated on the checkout page, or, for digital products, when we make the digital product available to you. For returns, Amazon does not take title to returned items until the item arrives at our fulfillment center. At our discretion, a refund may be issued

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without requiring a return. In this situation, Amazon does not take title to the refunded item. To purchase through Amazon Business, you will need at least one valid payment method associated with your Business Account; if there is a problem charging your selected payment method for any purchase, we may charge any other valid payment method associated with your Business Account. If we send any User a replacement product for a product they originally ordered using an individual payment method (such as a personal credit card) and the original product ordered is not returned within 30 days of the replacement request, you acknowledge and consent that we may charge any eligible payment method on record for the relevant User Account for the replacement product. Each party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that party upon or with respect to the transactions and payments under this Agreement.

4. **DISCLAIMER.** UNLESS OTHERWISE SPECIFIED IN WRITING, ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR SERVICES MADE AVAILABLE TO YOU BY AMAZON ARE ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND AMAZON MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO SUCH INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR SERVICES. TO THE FULLEST EXTENT PERMITTED BY LAW, AND UNLESS OTHERWISE SPECIFIED IN WRITING, AMAZON DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, AS TO THE PRODUCTS IT SELLS AND THE SERVICES AND INFORMATION IT PROVIDES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

5. **INDEMNIFICATION.** You will defend, indemnify, and hold harmless Amazon and its affiliates, and their respective directors, officers, employees, representatives, contractors, and agents, from and against any loss, damage, judgment, settlement, expense, interest, and any other liability (including reasonable attorneys' fees and costs) related to or arising out of any third party allegation, claim, lawsuit, or proceeding (a **"Claim"**) to the extent such Claim is based on: (a) any breach of the Agreement, (b) any unlawful, improper or negligent use by anyone of any product sold or service provided to you under the Agreement, (c) any dispute between you and your Users, or (d) your gross negligence or willful misconduct. You will use counsel reasonably satisfactory to us to defend each indemnified Claim. If at any time we reasonably determine that any indemnified Claim might adversely affect us, we may take control of the defense at our expense. You may not consent to the entry of any judgment or enter into any settlement of a Claim without our prior written consent, which may not be unreasonably withheld.

6. **LIMITATIONS OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES WILL AMAZON BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, THAT RESULT FROM YOUR PURCHASE OF ANY PRODUCTS OR USE OF ANY SERVICES, EVEN IF AMAZON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, AMAZON'S LIABILITY IN ALL EVENTS IS LIMITED TO THE PURCHASE PRICE PAID FOR THE PRODUCT OR SERVICE THAT GIVES RISE TO THE LIABILITY.

7. **CUSTOMER INFORMATION, PRIVACY, CONFIDENTIALITY.**

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7.1. Customer Information. We require you to provide information about you and your Users to access and use Amazon Business, and you may need to provide supplemental information to use or purchase some Amazon Business products or services. You will ensure that all information that you provide to us is at all times accurate and complete. We may share information you provide (for example, your organization's name, addresses, Taxpayer Identification Number) with others in your organization and third parties to confirm the accuracy of such information and your eligibility to use Amazon Business or certain services (for example, to confirm you hold a valid license, certification, or credential where required). To enable us to improve our services, including by making available additional product selection or business pricing, we may share specific order information about the products or services you purchase through your Business Account with the suppliers who provide such products or services. For example, for certain transactions, Amazon Business may share your organization's name or credentials, shipping address, shipment date, ASIN/SKU, quantity or other relevant information.

7.2. Privacy. Except as disclosed in this Agreement, our use of your information is governed by the terms of the Amazon.com Privacy Notice. Please review the Privacy Notice to understand our practices with respect to your information. Please note that all information about Users and User Accounts associated with a Business Account may be shared with your organization.

7.3. Confidentiality. In connection with your use of Amazon Business, we may share with you information which is identified as confidential or that should reasonably be considered confidential (**"Confidential Information"**). You will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information, including, at a minimum, those measures you take to protect your own confidential information of a similar nature. You may use Confidential Information only in connection with your use of Amazon Business. You will not disclose Confidential Information during the term of this Agreement or at any time during the 5-year period following the termination of the Agreement, unless required by law. This applies to all Confidential Information in your possession, regardless of when or where you receive it.

8. GOVERNING LAW, DISPUTES, GOVERNMENTAL ENTITIES.

8.1. Governing Law. The laws of the State of Washington, without reference to conflict of law rules, as well as the Federal Arbitration Act and federal arbitration law, govern the Agreement and any dispute that might arise between you and us that pertains to Amazon Business or this Agreement. The United Nations Convention for the International Sale of Goods does not apply to the Agreement.

8.2. Disputes. Any dispute or claim relating in any way to Amazon Business or this Agreement will be resolved by binding arbitration. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent Corporation Service Company, 300 Deschutes Way SW, Suite 304, Tumwater, WA 98501. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules (available at www.adr.org or by calling 1-800-778-7879). An arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages). You may choose to have the arbitration conducted by telephone, based on written submissions, or at a mutually agreed location. We and you agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If, for any reason, a claim proceeds in court rather than in arbitration we

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each waive any right to a jury trial. We and you both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

8.3. Public Sector Entities. If you are a public sector entity and precluded by law from agreeing to any of the provisions of Section 8 as set forth above, then any disputes with you will be governed by the substantive laws of the sovereign under whose laws you were formed and the venue for any such dispute will be the venue required by the laws of such sovereign. Similarly, if the laws of such sovereign would result in other provisions in this Agreement being deemed unlawful, void or for any reason unenforceable against you, those provisions will not apply to you and will be deemed severable from this Agreement. All other provisions in the Agreement remain in full force and effect.

9. **THIRD-PARTY OFFERINGS.** Parties other than Amazon operate stores, provide services or software, or sell product lines through Amazon Business. In addition, we provide links to the sites of affiliated companies and certain other businesses. If you purchase any of the products or services offered by these businesses or individuals, you are purchasing directly from those third parties, not from Amazon. We are not responsible for examining or evaluating, and we do not warrant, the offerings of any of these businesses or individuals (including the content of their sites). Amazon does not assume any responsibility or liability for the actions, product, and content of all these and any other third parties. You should carefully review their privacy statements and other conditions of use.

10. **MODIFICATIONS.** We may, at any time in our discretion, change the Agreement by posting such a change on Amazon Business or by notifying your account administrators. YOUR CONTINUED USE OF AMAZON BUSINESS AFTER WE CHANGE THE AGREEMENT CONSTITUTES YOUR ACCEPTANCE OF THE CHANGES. IF YOU DO NOT AGREE TO ANY CHANGES, YOU MAY CANCEL YOUR BUSINESS ACCOUNT OR REFRAIN FROM USING THE AMAZON BUSINESS SERVICES IMPLICATED BY SUCH CHANGES.

11. **ENTIRE AGREEMENT.** The Agreement constitutes the exclusive and complete agreement between us and you. We will not be bound by any term, condition, obligation, or other provision which is different from or in addition to the provisions of the Agreement or which may be in any order, receipt, acceptance, confirmation, correspondence or other document, including informational forms we complete, sign or otherwise provide to you for your convenience.

12. **TERM; TERMINATION.** This Agreement takes effect when you create a Business Account and continues in effect until you or we terminate it. We may terminate the Agreement by providing notice to your administrators. We reserve the right, in our sole discretion, and with or without notice unless required by applicable law, to refuse service; remove or edit content; modify, suspend or discontinue the availability of any features, products, or services; terminate your right to use some or all of the Amazon Business services; and/or cancel orders. Amazon may choose to charge, modify, or stop charging a fee for any service in its sole discretion. You may

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terminate the Agreement by giving us notice and closing your Business Account and each User Account. Upon termination, all rights and obligations under the Agreement automatically terminate except for rights of action occurring prior to termination, payment obligations, and Sections 1, 4, 5, 6, 7.3, 8, 10, 11, 12, 14, 15.

13. **COPYRIGHTS; TRADEMARKS; PATENTS.** Use of Amazon Business does not give you the right to frame, use or reproduce any of our copyrighted material, trademarks, service marks, or other proprietary rights or material, or to use any of our patents, except as expressly permitted in writing by Amazon. Please see the Amazon Business Help Pages for further detail on Amazon owned or licensed copyrights, trademarks, patents, as well as how to address concerns about the use of your intellectual property rights by third parties.

14. **LICENSE; SOFTWARE.** The following Amazon Software Terms and License apply to your access and use of Amazon Business and all features and software (including any updates or upgrades to the software) and any related documentation we make available to you in connection with Amazon Business (the **"Amazon Software"**). Subject to your compliance with the Agreement and your payment of any applicable fees, Amazon or its content providers grant you a limited, non-exclusive, non-transferable, non-sublicensable license to access and use Amazon Business and Amazon Software. You may not use data mining, robots, or similar data gathering and extraction tools in connection with Amazon Business, nor may you download or copy Amazon Business information, including any collection of product listings, descriptions, reviews, or prices without our consent or for the benefit of another merchant. The following terms apply to your use of Amazon Software.

14.1. Use of the Amazon Software. You may use Amazon Software solely for purposes of enabling you to use Amazon Business, as permitted by the Agreement. You may not incorporate any portion of the Amazon Software into other programs or compile any portion of it in combination with other programs, or otherwise reproduce, duplicate, copy (except to exercise rights granted in this section), modify, exploit, create derivative works of, distribute, sell, resell, assign any rights to, or license the Amazon Software in whole or in part (including any features of Amazon Business). All software used in Amazon Business is the property of Amazon or its software suppliers and is protected by U.S. and international copyright Laws. You may not make any derivative use of Amazon Business without the express written consent of Amazon.

14.2. Use of Third Party Services. When you use the Amazon Software, you may also be using the services of one or more third parties, such as a wireless carrier or a mobile software provider. Your use of these third party services may be subject to the separate policies, terms of use, and fees of these third parties.

14.3. No Reverse Engineering. You may not reverse engineer, decompile or disassemble, tamper with, or bypass any security associated with the Amazon Software, whether in whole or in part.

14.4. Updates. We may offer automatic or manual updates to the Amazon Software at any time and without notice to you.

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14.5. Government End Users. If you are a U.S. Government end user, we are licensing the Amazon Software to you as a "Commercial Off-the-Shelf Item" as that term is defined in the U.S. Code of Federal Regulations (see 48 C.F.R. § 2.101), and the rights we grant you to the Amazon Software are the same as the rights we grant to all others under this Agreement.

14.6. Reserved Rights, Termination. All rights not expressly granted to you in the Agreement are reserved and retained by Amazon or its licensors, suppliers, publishers, rights holders, or other content providers. The licenses granted by Amazon terminate if you do not comply with the Agreement.

14.7. Conflicts. In the event of any conflict between the Agreement and any other Amazon or third-party terms applicable to any portion of Amazon Software, such as open-source license terms or specific product feature restrictions that are conveyed to you in the feature experience, such other terms will control as to that portion of the Amazon Software and to the extent of the conflict.

15. **MISCELLANEOUS.**

15.1. Suggestions. If you make any suggestions about Amazon Business or the features (including any related technology), we will be free to use, disclose, reproduce, modify, license, transfer and otherwise distribute, and exploit any of the foregoing information or materials in any manner.

15.2. Assignment. Except in connection with a reorganization, merger, sale, or transfer of substantially all of your assets (in which cases you must promptly provide written notice following assignment), you may not assign the Agreement without our prior written consent. Subject to that restriction, the Agreement will be binding on, inure to, and be enforceable against the parties and their respective successors and permitted assigns.

15.3. Severability. If any provision of this Agreement is deemed unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provisions.

15.4. Waiver. Our failure to enforce your strict performance of any provisions of this Agreement will not constitute a waiver of our right to enforce such provisions or any other provision of this Agreement subsequently.

15.5. Conflicts. In the event of any conflict between the Agreement and the Policies, the Agreement will prevail. In the event of any conflict between the Agreement and the Feature Terms, the applicable Feature Terms will control.

15.6. Construction. The word "including" will be interpreted without limitation when used in this Agreement.

15.7. Notices. You consent to receive communications from us electronically, including through e-mails, text messages, in-app push notices, notices and messages posted on Amazon Business or in your Message Center and other communications made available to you on a desktop or mobile device. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You may retain copies of all of these communications for your records. We may also

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send you notices at the address provided when registering your Business Account, which you agree is a proper and valid address for any legal or contractual purpose. If you are sending Amazon a legal or contractual notice, you must comply with our notice procedures available here.

AMENDMENT NO. 1 TO AMAZON BUSINESS ACCOUNTS TERMS AND CONDITIONS

This Amendment No. 1 (this "**Amendment**") to the Amazon Business Accounts Terms and Conditions, above and available at https://www.amazon.com/gp/help/customer/display.html/?nodeId=201613180 (as updated from time to time, the "**Agreement**"), between Amazon Services LLC ("**Amazon**", "**we**", "**us**", or "**our**") and the State of Utah ("**Customer**" or "**you**") is effective as of the last date of signature below (the "**Amendment Effective Date**"). This Amendment amends the Agreement as stated below. Unless otherwise defined in this Amendment, capitalized terms have the meanings ascribed to them in the Agreement. The parties agree as follows:

1. **GOVERNING LAW**. The Section in the Agreement entitled "**GOVERNING LAW**" (currently Section 8.1) is deleted in its entirety.

2. **DISPUTES**. The Section in the Agreement entitled "**DISPUTES**" (currently Section 8.2) is deleted in its entirety.

3. **MODIFICATIONS**. The Section in the Agreement entitled "**MODIFICATIONS**" (currently Section 10) is amended by adding the following sentence:

   "Notwithstanding this Section 10, no changes or updates to Amazon's Business Accounts Terms and Conditions will have the effect of changing the provisions set forth in this Amendment without the parties' written agreement in a subsequent amendment."

4. **TERM; TERMINATION**. The Section in the Agreement entitled "**TERM; TERMINATION**" (currently Section 12) is amended by adding a second paragraph as follows:

   "Notwithstanding this Section 12, either party may elect to terminate this Agreement without cause upon delivery of at least 30 days' prior written notice to the other party."

5. **AMAZON BUSINESS ANALYTICS**. Amazon will provide participating organizations, and other eligible organizations participating in the cooperative contract access to Amazon Business Analytics, whereby they can generate reports based on their purchase activity. Amazon Business analytics functionality includes the ability to customize, view, and download reports, including orders, returns, and refunds."

6. **LAWS AND REGULATIONS**. A new Section 17 is added to the Agreement entitled "**LAWS AND REGULATIONS**" that states as follows:

   "Amazon represents and warrants that it will comply with all applicable laws, rules, and regulations in the performance of the Agreement."

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7. **FEDERAL FUNDS CERTIFICATIONS.** A new Section 18 is added to the Agreement entitled "**FEDERAL FUNDS CERTIFICATIONS**" that states as follows:

   "18.1. Debarment. Amazon certifies that, to the best of its knowledge and belief, neither it nor its principals is currently in a state of debarment, suspension, or other ineligible status as a result of prior performance, failure, fraud, or violation of laws. Amazon further certifies that, to the best of its knowledge and belief, neither it nor its principals is debarred, suspended, otherwise excluded from or ineligible for participation in Federal assistance programs. You may terminate this Agreement if knowledge of debarment, suspension or other ineligibility has been withheld by us.

   "18.2 Lobbying. Amazon certifies, to the best of its knowledge and belief, that:

   (A) No Federal appropriated funds have been paid or will be paid, by or on behalf of us, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

   (B) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL.

   (C) This Agreement is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

8. **ENTIRE AGREEMENT**. Except as amended by this Amendment, the Agreement remains in full force and effect. This Amendment, together with the Agreement as modified by this Amendment: (a) constitutes the exclusive and complete agreement between the parties; and (b) supersedes all prior agreements and understandings between the parties with respect to the subject matter hereof.

9. **CONFLICTS**. In the event of any conflict between the Agreement or any other applicable terms, conditions, policies, limitations, and requirements on the Amazon.com website and this Amendment, precedence will be as follows: (a) this Amendment; (b) the Agreement; and (c) the Amazon Business Acceptable Use Policy, and any other applicable terms, conditions, policies, limitations, and requirements on the Amazon.com website.

10. **COUNTERPARTS AND DELIVERY**. This Amendment may be executed in two or more counterparts, each of which will be deemed an original and all of which taken together will be deemed to constitute one and the same document. The parties may sign and deliver this Amendment by electronic means.

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Attachment C - Scope of Work

1. Scope
   The Contractor will provide OMNIA Partners Participating Public Agencies access to and use of an online digital marketplace to purchase of goods and services that may be used routinely and needed quickly to address the everyday needs of public entities, schools, and universities.

2. Participating Public Agencies
   The Contractor will have the right to enter local "service" agreements with Participating Public Agencies accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the contract. All local agreements may have a full potential term not to exceed five years. Although the scope reflects the needs and requirements of the State of Utah, OMNIA Partners Participating Public Agencies may have different requirements. Participants may elect to negotiate certain terms to conform to their purchasing and contracting requirements.

   Utilization of the contract by OMNIA Partners Participating Public Agencies will be at the discretion of the individual Participating Public Agencies. Any modifications agreed to by Participating Public Agencies and Contractor are exclusively between the Participating Public Agencies and the Contractor.

3. Deliverables
   Contractor will provide the following deliverables:
   1) Access and use to a digital marketplace for users to order goods and services
   2) Fulfill orders from beginning (ordering of products) to end (delivery to user)
   3) Form of data analytics: Standard reporting; access to online order history
   4) Ability to restrict certain items as designated by Participating Public Agencies as needed to meet their laws and applicable rules
   5) Platform to connect one or more sellers to multiple buyers
   6) An established and demonstrated methodology for showing prices are generally below retail prices
   7) Ability to make payments through the platform or to a centralized accounts receivable function via credit card functionality
   8) Online catalog featuring a wide variety of products
   9) Quick delivery with the majority of products available to be delivered within five days
   10) A central point of contact for customer service, delivery, or account issues that will be available by phone, e-mail, virtual chat during normal business hours (9am to 5pm MST) Monday through Friday. Representative will respond to inquiries within 24 business-hours.
   11) Customizable workflow and governance capabilities in the platform to allow: all administrators to restrict product or commodities depending on organizational internal policies and procedures; full revision history of changes made and who made the workflow
   12) Other platform capability: Secure login; mobile-enabled site; freight selection; online sample request form; product images (high resolution) associated with each item

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4. Product Offering – Categories
   Contractor will provide products for a minimum of two categories. The items listed in each category are not restrictive or exhaustive but included to provide a general description of products and supplies that may be included. While all items described are available through the contract, Participating Public Agencies may choose to limit which categories their end users have access to. Contractors will offer their complete catalog of product and services

   The Participating Public Agencies and Contractor may enter into a separate supplemental agreement or marketplace membership program to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, incentives and/or rebates, etc. Any supplemental agreement or marketplace membership program developed under this contract is exclusively between the Participating Public Agency and Contractor.

   The categories are as follows:

   1) Education-Based Accessories, Display, Products and Related Supplies
   Items related to products and supplies used in an education-based setting which may include but is not limited to: animal and pet supplies, art supplies, craft products, books, lesson plans and curriculum, school equipment, white boards, blackboards, teaching material, and other related products.

   2) Information Technology-Peripheral Devices and Related Products
   Supplies and solutions that involve information technology peripheral devices which may include but is not limited to: mouse, copiers, printers, cameras, video cameras, microphones, speakers, keyboard, multifunction printers, scanners, plotters, and other related products. Items in this category should not connect to an end user's network.

   3) Maintenance, Repair and Operations Products (MRO)
   Items related to the maintenance, repair, and/or general operations that include but is not limited to: building materials, hardware, cabinets, motors, pumps, paints and coatings, plumbing equipment, power tools, windows, doors, cleaning products (to include green and dye-free), carpet care products and supplies, restroom care products and supplies, waste receptacles and liners, industrial tools and supplies (such as carts, dusters, brushes, spray bottles, squeegees, and gloves), rags, wipes and other related supplies and products.

   4) Office-Based Accessories, Décor, Products, and Related Supplies
   Items that could be utilized in an office-like setting and used on a semi-regular basis which may include but is not limited to: binders, folders, filing materials, storage, calendars, paper (copy, printer, photo and presentation), notebooks, labels, post-it notes, shipping materials, envelopes, staplers, staples, paper punches, paper clips, scissors, rubber bands, cash register and thermal rolls, ink, toner cartridges, pens, pencils, markers, framing, tabletop or floor lamps, mirrors, general signage, wall décor, display cases, area rugs, mats, and other related products.

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5) Apparel
Items that could be utilized by juveniles or adults, which may include but is not limited to: innerwear, outerwear, shoes, uniforms, linens, and other related products.

6) Personal Care Items
Items related to personal care that include but are not limited to: personal hygiene items, bath accessories, feminine personal hygiene items, toilet paper, and other related products.

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Attachment D - Pricing/Catalog

This contract has a dynamic pricing structure in which the price for items listed on the online digital marketplace is driven by the market. This contract will not need to be amended when prices fluctuate.

https://business.amazon.com/

Procurement Compliance Questionnaire

Objective: To determine whether the cooperative has followed the State of Arizona procurement laws and the Arizona School District Procurement Rules, as adopted by the State Board of Education in the Arizona Administrative Code (A.A.C.) R7-1-1001 et seq., to promote fair and open competition among vendors to help ensure the cooperative's members are receiving the best value for the public monies they spend.
The audit firm must select and test the lesser of 50 percent or 15 of the cooperative's solicitations completed during the fiscal year to be used by Arizona school districts, but no fewer than 5 solicitations. These sample sizes represent the minimum level of required test work. Audit firms should use their professional judgment in determining whether a larger sample is needed.
In the parentheses provided below, indicate the population size and actual number of solicitations tested and total number of solicitations completed. If all solicitations are tested, indicate such in the comments. Of the total solicitations selected for testing, at least 40 percent must be competitive sealed bids and at least 40 percent must be competitive sealed proposals. If the 40 percent thresholds cannot be met because of an inadequate population size, the audit firm must test all solicitations completed through competitive sealed bids or proposals, as applicable. Of the solicitations selected, at least 1 should be for traditional construction (design-bid-build) and specified professional services, and at least 1 for construction-manager-at-risk, design-build, job-order-contracting, or qualified select bidders list, as applicable.

		YES/NO
Based upon review of (___) solicitations, (___) competitive sealed bids and (___) competitive sealed proposals from the (_____) total solicitations completed during the fiscal year for the procurement of construction, materials, and services, did the cooperative follow the School District Procurement Rules (A.A.C. R7-2-1001 et seq) and do the following:		
1. Compile and maintain a list of persons who requested to be added to a list of prospective bidders, if any, and furnish those bidders with notice of available bids? A.A.C. R7-2-1023		YES
Comment: Ads & Affidavits		
2. Publish and provide other adequate notice, as applicable, of the issuance of solicitations? A.A.C. R7-2-1022, R7-2-1024(C), or R7-2-1042(C)		YES
Comment: Notification List		
3. Issue the solicitation at least 14 days before the due date and time set for bid or proposals, as applicable, unless a shorter time was documented as necessary? A.A.C. R7-2-1024(A) or R7-2-1042(B)		YES
Comment: RFP Document, Page 1		
4. Include all required content in the solicitation, as required by A.A.C. R7-2-1024(B) or R7-2-1042(A), including the requirement that bidders/offerors have taken steps to ensure no violation of A.R.S. §15-213(O) has occurred? (Note: If the response is "No," the comment should **specifically** indicate which requirements were not complied with.)		YES
Comment: RFP Document		
5. Record the time and date that sealed bids or proposals were received and store bids or proposals unopened until the time and date set for opening? A.A.C. R7-2-1029 or R7-2-1045		YES
Comment: Electronic bidding system		
If a multiple award was made for a solicitation, did the cooperative: (Questions 6 through 9)		
6. Include in the solicitation(s) notification that multiple contracts may be awarded, the cooperative's basis for determining whether to award multiple contracts, and the criteria for selecting vendors for the multiple contracts? A.A.C. R7-2-1031(C) and R7-2-1050(B)		YES
Comment: RFP, Page 4		
7. Documented the specific reason(s), that a single award was not advantageous to the cooperative's members and retained documentation that supported the basis for a multiple award? A.A.C. R7-2-1031(D) and R7-2-1050(C)		YES
Comment:		
8. Establish and communicate to the cooperative's members the procedures for the use of multiple award contracts? A.A.C. R7-2-1031(D) and R7-2-1050(C)		YES
Comment:		
9. Limit contract awards to the least number of suppliers necessary to meet the requirements of the members? A.A.C. R7-2-1031(D) and R7-2-1050(C)		YES
Comment:		

Procurement Compliance Questionnaire

		YES/NO
10. For solicitations where only 1 responsive bid or proposal was received, did the cooperative determine that the price submitted was fair and reasonable, and that either other prospective offerors had reasonable opportunity to respond or there was not adequate time for resolicitation, and retain documentation that supported the basis for the determination? A.A.C. R7-2-1032 or R7-2-1046(A)(1)		N/A
Comment:		
11. For (__) solicitations issued through competitive sealed bidding, did the cooperative award the contracts to the lowest responsible and responsive bidder whose bid conformed, in all material respects, to the requirements and evaluation criteria set forth in the invitation for bid (IFB)? (Note: If the response is "No," the comment should specifically indicate which requirements were not complied with.) A.A.C. R7-2-1031		N/A
Comment:		
12. For (___) solicitations issued through competitive sealed proposals, did the cooperative award the contract to the offeror whose proposal was determined, with the specific reason(s) in writing, to be most advantageous to the cooperative's members based on the factors set forth in the request for proposal (RFP) and retain documentation that supported the determination? (Note: If the response is "No," the comment should specifically indicate which requirements were not complied with.) A.A.C. R7-2-1050		YES
Comment:		
13. If the cooperative issued solicitations for construction contracts that used construction-manager-at-risk, design-build, job-order-contracting, or qualified select bidders list to procure those services, did the cooperative comply with the requirements of A.A.C. R7-2-1100 through R7-2-1115? (Note: If the response is "No," the comment should specifically indicate which requirements were not complied with.)		N/A
Comment:		
14. If the cooperative issued solicitations for goods and information services using reverse auctions or electronic bidding, did the cooperative comply with the requirements of A.A.C. R7-2-1018 and R7-2-1021? (Note: If the response is "No," the comment should specifically indicate which requirements were not complied with.)		N/A
Comment:		
15. Did the cooperative obtain signed procurement disclosure statements for all procurement consultants, members of a procurement advisory group, or evaluation committee involved in each specific procurement process? A.A.C. R-7-2-1008		YES
Comment:		
16. Based on type of procurement tested, did the cooperative prepare the applicable written determinations as required by the specific procurement rule(s), including specifying the reasons and how the determination was made, and maintain the written determination in the procurement file? A.A.C. R7-2-1004.		YES
Comment:		
17. If the cooperative used multi-term contracts for any of the solicitations tested:		
a. Were the terms and conditions of renewal or extension, if any, included in the IFB or RFP? A.R.S. §15-213(L) and A.A.C. R7-2-1093		N/A
Comment:		
b. For materials or services and contracts for job-order-contracting construction services that were entered into for more than 5 years, did the cooperative determine in writing that a contract of longer duration would be advantageous to its members before the solicitation was issued? A.R.S. §15-213(L) and A.A.C. R7-2-1093		N/A
Comment:		

Procurement Compliance Questionnaire

		YES/NO
18. If the cooperative issued solicitations for specified professional services, consistent with A.A.C. R7-2-1117 through R7-2-1123 did it provide guidance for use of those contracts to cooperative member districts?		N/A
Comment:		
19. The cooperative's procurement files included the information required by A.A.C. R7-2-1001(97), as applicable, and were the files available to cooperative members for due diligence purposes? A.A.C. R7-2-1191(D) If the response is "No," specifically indicate which document listed in A.A.C. R7-2-1001(97) was not included in the file. Do not include items already cited on another question.		YES
Comment:		
20. Did the cooperative provide training and guidance related to restrictions on soliciting, accepting, or agreeing to accept any personal gift or benefit with a value of $300 or more to employees and vendors? A.R.S. §15-213 (N) and A.A.C.R7-2-1003		YES
Comment:		
21. Did the cooperative have a procedure to prevent additional purchases by new members that would materially increase the volume of goods or services estimated in the original solicitation? A.A.C. R7-2-1011		N/A
Comment:		
22. Did the cooperative have a procedure to verify districts using the cooperative's contracts had an active cooperative purchasing agreement on file? A.A.C. R7-2-1191 through R7-2-1195		YES
Comment:		

This questionnaire was completed in accordance with guidelines established by the Arizona Auditor General and as set forth in the instructions on page 1.

Audit Firm:		Date:
Preparer (audit firm representative):		Title:

Justification Statement

PROPOSAL EVALUATION PROCESS

Stage 1: Initial Review

In the initial phase of the evaluation process, the conducting procurement unit will review all proposals timely received. Non-responsive proposals not conforming to RFP requirements or unable to meet the mandatory minimum requirements will be eliminated from further consideration.

3 submittals were received and 2 passed Stage 1.

Stage 2: Technical Proposal Evaluation

Responsive proposals will then be evaluated by an evaluation committee appointed by the conducting procurement unit against the proposal evaluation criteria noted in this RFP. Proposals will be evaluated against the evaluation criteria as follows: Refer to Evaluation Score Sheet: Scoreable Technical Criteria Offerors that achieve minimum score threshold of 455 will proceed to the Final Stage: Cost Proposal Evaluation. Offerors with a score of less than the minimum required technical points will be deemed non-responsive and ineligible for further consideration. The evaluation score sheet has been attached to this RFP. The attached evaluation score sheet states the relative weight that will be given to each evaluation criteria. The evaluation committee, for this RFP, will tally the final scores for criteria other than cost to arrive at a consensus score by the following method: an average of the individual scores.

Out of the 2 submittals that passed Stage 1, all 2 passed Stage 2.

Final Stage: Cost Proposal Evaluation

Offerors successful in the technical evaluation will advance to the Final State: Cost Proposal Evaluation. The Offeror with the lowest total cost will receive the maximum points of 300. Points assigned to each Offeror's cost proposal will be based on the lowest proposal price. The Offeror with the lowest total cost will receive 300, or 100% of the total cost points. All other Offerors will receive a portion of the total cost points based on what percentage higher their total cost is than the total lowest cost. The formula to compute the points is: Cost Points x (Lowest Proposed Price/Proposed Price).

Must receive a combined total (Technical Requirements + Cost) of 700 points to receive an award.

Out of the 2 submittals that passed Stage 2, all 2 passed the Final Stage.

Based on the award methodology and total points, the evaluation committee determined the vendor's proposals stated below offered best value to the State and therefore these vendors will be notified to begin the contract award process. This request for proposal ("RFP") was conducted under Part 7 of the Utah Code 63G-6a and R33-107 of Admin Rule.

Intent to award:
Amazon Business
Bob Barker Company

TR24-8 Online Marketplace

	Minimum Mandatory Requirements	Amazon Business	Bob Barker Company	Lakeshore Learning Materials	
1	Offeror MUST certify that they can provide solutions that meet the Scope of Work.	PASS	PASS	FAIL	Vendor marked Yes, but their cost sheet only offered one category pricing. The SOW stated vendors had to provide for a minimum of two categories.
2	Offeror MUST upload a Technical Response.	PASS	PASS	PASS	
3	Offeror MUST upload a completed Cost Sheet.	PASS	PASS	FAIL	Vendor only submitted cost for one category (Education) . The SOW stated vendors had to provide for a minimum of two categories.
4	Offeror MUST upload any Price Catalog(s) (website links are acceptable) and additional agreements if applicable.	PASS	PASS	PASS	
5	Offeror MUST upload completed response to Exhibit A found in Attachment E.	PASS	PASS	PASS	
Weight	**Technical Scores**	**Amazon Business**	**Bob Barker Company**	**Lakeshore Learning Materials**	
	Criteria #1 EXPERIENCE, KNOWLEDGE, AND EXPERTISE:				
	Total Average Score	5.0	3.7		
40.0	**Criteria #1 - Total Points (Total Possible Points = 200)**	200.0	146.7		
	Criteria #2 BREADTH OF OFFERINGS AND ORDERING:				
	Total Average Score	4.7	4.7		
40.0	**Criteria #2 - Total Points (Total Possible Points = 200)**	186.7	186.7		
	Criteria #3 CUSTOMER SERVICE, TRAINING, AND SUPPORT:				
	Total Average Score	4.0	4.3		
25.0	**Criteria #3 - Total Points (Total Possible Points = 125)**	100.0	108.3		
	Criteria #4 OMNIA MASTER AGREEMENT PROMOTION:				
	Total Average Score	3.7	4.0		
35.0	**Criteria #4 - Total Points (Total Possible Points = 175)**	128.3	140.0		
	Total Technical Points (Total Possible Points = 700) Minimum Threshold = 455	615.0	581.7		
Total Cost Points	**Cost Scores**	**Amazon Business**	**Bob Barker Company**		
	Cost categories 1-4	$686.94	no bid		
	Cost categories 5-6	$28.18	$4.54		
300.0	**Cost Points categories 1-4**	300.0	no bid		
300.0	**Cost Points categories 5-6**	48.3	300.0		
	Score Summary				
	Total Technical Points (Total Possible = 700)	615.0	581.7		
	Total Cost Points (Total Possible = 300) categories 1-4	300.0	no bid		
	Total Cost Points (Total Possible = 300) categories 5-6	48.3	300.0		
	Grand Total Points (Total Possible = 1,000) categories 1-4	915.0	no bid		
	Grand Total Points (Total Possible = 1,000) categories 5-6	348.3	881.7		

Must receive a combined total (Technical Requirements + Cost) of 700 points to receive an award.

categories
1-Education
2-IT
3-MRO
4-Office
5-Apparel
6-Personal Care

Report to Honorable Mayor and City Council

Tuesday, May 5, 2026, 5:00 PM

CONSENT 17.

To: Honorable Mayor and City Council

From: Saron Shiferaw, Senior Clerk CMO Administration

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

I. SUMMARY

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

II. RECOMMENDATION

RECEIVE and FILE this report.

III. ALTERNATIVES

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

IV. BACKGROUND

Updates on recent and planned Commission activities are included below.

Economic Development Commission

The April 2026 meeting of the Economic Development Commission was cancelled.

Environmental Commission

The Environmental Commission held its regular meeting on April 1, 2026, at City Hall, where the Commission approved the March 4, 2026, minutes with minor edits and continued planning for the upcoming Earth Day event, including booth logistics, volunteer shifts, and giveaway items. Commissioners raised concerns and requested information on local development projects, environmental grant opportunities, vector control services, and pedestrian safety improvements. Staff indicated they would coordinate with relevant agencies and update the Commissioners. The meeting adjourned at 7:10 p.m., and the next meeting is scheduled for May 6, 2026, at 6:30 p.m.

Public Works Commission

The Public Works Commission met on April 13, 2026. Deputy City Manager, Toman and Traffic Engineer, Jonathan were introduced to and welcomed by the Commissioners. Commissioners received updates from the Director in all areas of Public Works. Items discussed were Commission Bylaws, Measure C&K funding recommendations, Commission meeting location, Transportation Services and the upcoming World Cup and LA28, Avalon/Central Wall Corridor Study Results upcoming community meetings, Mills Park Project, CSUDH Transit Hub, Unfunded Street Improvement Projects, such as the Arterials, MLK Jr. Street and Lomita Blvd., On the Operations side, Dr. Rodgers provided updates on Los Angeles County Conservation Corps new contract, allowing them to perform abatement work in the Caltrans areas, citywide street paving work, Santa Fe Concrete Maintenance, Avalon Blvd Sidewalk Repairs, and City-owned Catch Basin Maintenance. The next Public Works Commission meeting will be held on May 11, 2026.

Human Relations Commission

There is no update from the Human Relations Commission.

Parks, Recreation, and Cultural Arts Commission

The meeting celebrated the city championship winners for the basketball season and the spelling bee. Athletes and students were awarded with certificates to recognize their achievements. The Recreation and Park Maintenance Superintendents presented updates to the commissioners regarding ongoing construction. They will continue to do so until all projects are complete. Commissioners are pleased to see that projects are moving forward, and parks are well kept.

The next meeting will be held on Thursday April 30, 2025, at the Carson Event Center.

Planning Commission

There is no update from the Planning Commission.

Public Relations Commission

The Public Relations Commission will meet on Tuesday, April 28, 2026 to review the "Why I like Carson" Essay-Contest Awards Ceremony program. The commission will adjourn until their next meeting on Tuesday, May 26, 2026.

Public Safety Commission

The Public Safety Commission had a meeting scheduled for Thursday, April 16, and successfully had a quorum. For this meeting the commissioners went over a revised draft letter regarding traffic enforcement. They also continued to discuss their research on vehicle sales in public streets.

Senior Citizens Advisory Commission

See attachment included as Exhibit 1.

Veterans Affairs Commission

The Veterans Affairs Commission met on Monday, April 20, 2026. During the meeting, members shared updates on the planning progress for the Memorial Day Tribute scheduled for May. The commission also established a subcommittee for Veterans Day 2026 to begin preparations once the Memorial Day Tribute concludes. Commissioners continue to provide feedback on flag displays and etiquette, as well as address general maintenance concerns at the parks assigned to them.

Women's Issues Commission

The Women's Issues Commission met on April 27, 2026 and discussed several upcoming outreach and community engagement efforts. Key items included finalizing plans to recognize outstanding school volunteers at the May 19 City Council meeting, preparing Community Outreach Kits for female residents at Heritage Rehabilitation Center, moving the May Commission meeting to May 18 due to the Memorial Day holiday, and identifying volunteer opportunities for upcoming City events including the Homeownership Fair, Juneteenth Festival, Fire Prevention Month activities, and the All About Me Women's Health Conference. Staff also provided updates on budget-related approvals, outreach materials, and the Mayor's Fire Prevention Month initiative.

Youth Commission

The Youth Commission met on Wednesday, April 8, 2026. During the meeting, commissioners brainstormed ideas for events and community outreach efforts to engage the youth in Carson more effectively and attract additional participants through programming and classes. All commissioners were encouraged to help spread the word about the upcoming Youth Conference, and some volunteered to assist with special events such as Cinco de Mayo and the Youth Conference. The commissioners continue to meet and conduct walk-throughs at their respective parks. New commissioners were introduced to the staff and warmly welcomed.

V. FISCAL IMPACT

There is no direct fiscal impact associated with this report.

VI. EXHIBITS

1. Senior Citizens Advisory Commission

Attachments

Senior Citizens Advisory Commission

Senior Citizens Advisory Commission – Meeting Summary

April 13, 2026

The Senior Citizens Advisory Commission held its regular meeting on April 13, 2026, with Chairperson Vergie Seymore presiding and a quorum present.

The Commission approved the meeting agenda and the March 10, 2026 meeting minutes without changes.

Staff provided updates on current and upcoming Human Services programs and events. Highlights included the upcoming Spring Fling Luncheon, Mental Health Forum, and Senior Resource Fair, as well as ongoing support services such as bereavement groups, wellness programs, and recreational activities. Updates were also provided on youth programming, including “Navigating the Path to Manhood” program and community events such as the Juneteenth Celebration and the Olli Jazz Festival.

Subcommittee reports were received and filed, with no significant updates reported.

Under new business, the Commission discussed participation in a City Council meeting to advocate for the establishment of a dedicated Senior Center. The Commission agreed to attend an upcoming City Council meeting in June 2026 to present this initiative. Additionally, representatives were designated to attend the Olli 2026 Open House and Senior Resource Fair on behalf of the Commission.

Commissioners shared general comments, including community observations and public safety concerns such as facility maintenance issues, low-hanging tree hazards, and wildlife activity in the area.

Staff encouraged community engagement opportunities, including participation in the upcoming Mental Health Forum and involvement in the LA28 Olympics Ambassador Program.

The meeting adjourned at 4:54 p.m.

Report to Honorable Mayor and City Council

Tuesday, May 5, 2026, 5:00 PM

CONSENT 18.

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)

II. RECOMMENDATION

RECEIVE and FILE this report.

III. ALTERNATIVES

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

IV. BACKGROUND

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

V. FISCAL IMPACT

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

VI. EXHIBITS

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

Attachments

Public Works Projects

Information Technology and Security Projects

Emergency Management and Public Safety Projects

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

MARCH 2026
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
        - 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 signatures.
- Status as of December 17, 2025: Pre-construction meeting to be held on December 22, 2025, with Beador Construction.
- Status as of January 22, 2026: Notice To Proceed (NTP) was issued for January 19, 2026, with a completion date of March 9, 2028.
- Status as of February 19, 2026: Pre-construction activities with the contractor, submittal review and utility coordination.
- Status as of March 19, 2026: Submittal review and approval
- **Status as of April 23, 2026:** Construction is underway. Traffic control is in place, and the contractor is demolishing the site.

- 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 January 22, 2026: The team met with Metro on January 20, 2026; to discuss grant status, follow-up meeting is scheduled for January 22, 2026.
  - Status as of February 19, 2026: Submitted a Project Closeout Plan to MTA on January 28, 2026, to close out this project.
  - Status as of March 19, 2026: Continuing to work with MTA to close the project out.
  - **Status as of April 23, 2026:** No update

- PW1823: WAYFINDING SIGNS – PLANNING AND DESIGN CONCEPT ONLY
  - Location: Citywide
  - Description: Comprehensive Signage Plan – Planning and Design Concepts Only
  - Budget: $23,500.00
  - Consultant: Graphic Solutions
  - Schedule: 3 Months
  - Contract: 25-282
  - Purchase Order FY 25/26: 22061283
  - Status as of December 17, 2025: Received proposal from Graphic Solutions on November 26, 2025. Certificate of Insurance was approved on December 9, 2025. Agreement was drafted by the City Attorney's office and signed by Graphic Solutions on December 11, 2025. Agreement was signed by City Attorney and the Public Works Director on December 17, 2025. Contract is pending signature from City Clerk and generation of a purchase order.
  - Status as of January 22, 2026: Project kick-off meeting was held on January 14, 2026. First deliverable item is expected the first week of February 2026.
  - Status as of February 19, 2026: A meeting took place on Thursday, January 29, 2026, with Graphic Solutions and the City of Carson stakeholders to review first conceptual drawing package. A second deliverable from Graphic Solutions is expected by the end of February 2026. Planning phase with Graphic Solutions is expected to be complete by March 2026.
  - Status as of March 19, 2026: Vendor: "Graphic Solutions" has failed to submit final deliverables. 3-month project schedule ends on March 22,2026. Staff has requested a recovery schedule from vendor.
  - **Status as of April 23, 2026:** The recovery schedule from Graphic Solutions shows the final comprehensive signage plan to be submitted to the City by April 24, 2026. Staff has not received final comprehensive signage plan from Graphic Solutions.

- PW1608: MLK JR. STREET/ROAD IMPROVEMENTS
    - 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.
    - Status as of December 17, 2025: Bid opening is currently scheduled for January 5, 2026.
    - Status as of January 22, 2026: Lowest Responsible Bidder: RJ Noble at $4.9 Million.
    - Status as of February 19, 2026: Seeking to identify funding for project.
    - Status as of March 19, 2026: Continuing to pursue funding for the project.

- 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
        - 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
        - Status as of December 17, 2025: No update
        - Status as of January 22, 2026: No update
        - Status as of February 19, 2026: Pending completion of repairs.

- 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 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.
- Status as of December 17, 2025: No update
- Status as of January 22, 2026: No update
- Status as of February 19, 2026: Consultant performing final review of PS&E package, FA amendment approved by City Council on February 17, 2026.
- Status as of March 19, 2026: City to conduct final review of plans and sign.
- **Status as of April 23, 2026:** Completed final review. Consultant is finalizing 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 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.
- Status as of December 17, 2025: Construction is in progress. Joint replacement and striping are in progress. Steel girder paint at 213th Street Bridge tested positive for lead. The project will require additional funds estimated at $300,000.00 for lead abatement on the 213th Street Bridge steel superstructure. Staff requested a formal estimate from the contractor for lead abatement.
- Status as of January 22, 2026: As directed, the painting of the 213th Street Bridge steel girders was suspended from project scope due to added costs and requirements for lead abatement. Staff are working on closing out the project.
- Status as of February 19, 2026: Contractor is working on final invoice to close out the project.
- Status as of March 19, 2026: Staff is reviewing final invoices to closeout project. Staff is working on project closeout staff report for the May 2026 council agenda.
- **Status as of April 23, 2026:** No update. Staff Report for project closeout no longer required per City Management.

- PW1765: LOMITA BLVD
  - 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
  - Status as of December 17, 2025: Funding from Caltrans will be used to cover the additional design costs.
  - Status as of January 22, 2026: Going to Council to request increase in the Task Order amount to cover the consultant fees.
  - Status as of February 19, 2026: Issuing task order for potholing and storm water design work.
  - Status as of March 19, 2026: Consultant is doing geotechnical and utility investigation.
  - **Status as of April 23, 2026:** Consultant is reviewing the geotechnical and utility data.

- 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 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
    - Status as of December 17, 2025: No update
    - Status as of January 22, 2026: No update
    - Status as of March 19, 2026: SCE provided an update stating they anticipate completing the lighting plan by June 2026.
    - **Status as of April 23, 2026:** No update

- PW1779: WALNUT AVENUE (AVALON TO BILLINGS)
    - 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
    - Status as of December 17, 2025: No update
    - Status as of January 22, 2026: 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 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.
- Status as of December 17, 2025: No update
- Status as of January 22, 2026: City and consultants met with CSUDH staff on December 10, 2025; to continue collaboration on design. The staff report to propose naming the transit center, "University Transit Center" is anticipated to go to City Council in February 2026.
- Status as of February 19, 2026: Consultant submitted design documents for review by staff. Staff report for naming transit center anticipated to go to City Council in March 2026.
- Status as of March 19, 2026: Staff reviewed design documents and submitted comments back to the design consultant.
- **Status as of April 23, 2026:** Consultant working on utility plan with CSUDH staff.

- PW1785: BICYCLE MASTER PLAN UPDATE
  - Location: City-wide
  - Description: Update City Bicycle Master Plan
  - Budget: $897,000
  - Status: PRE-DESIGN
  - 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.
  - Status as of December 17, 2025: No update
  - Status as of January 22, 2026: Several outreach events were held in December 2025 and January 2026. Additional outreach will be offered via a virtual meeting on February 5, 2026.
  - Status as of February 19, 2026: Planning project ongoing. After first period of outreach, consultant's focus is now on conceptual design development and policy development.
  - Status as of March 19, 2026: Staff is reviewing design deliverables; staff coordinating internal stakeholder engagement meeting for late April.
  - **Status as of April 23, 2026:** Internal stakeholder engagement meeting took place on April 20, 2026. Concept development is ongoing. Planning for the second public engagement phase.

- PW1753: UNIVERSITY DRIVE STREET IMPROVEMENT – AVALON TO WILMINGTON FEDERAL PROJECT NO. STPL-5403(033)
    - 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.
    - Status as of December 17, 2025: Staff is working on bid package and the request for authorization for federal construction funds. 100% PS&E expected to be complete by January 2026.
    - Status as of January 22, 2026: PS&E are 90% complete. Staff are finalizing the bid package and submitting a request for authorization for construction in January 2026.
    - Status as of February 19, 2026: Request for Authorization for Construction was submitted to Caltrans on February 17, 2026.
    - Status as of March 19, 2026: Staff is working on finalizing right-of-way certification. Right-of-way approval is pending utility agreements.
    - **Status as of April 23, 2026:** Staff received comments from Caltrans regarding the Request for Authorization/Preliminary Environmental Study on April 20, 2026. Staff is reviewing comments and will resubmit application week of April 27, 2026.

- 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
- Status as of December 17, 2025: Staff report has been submitted and CEQA is being completed. Item is going to City Council Meeting on January 6, 2026, for funding approval.
- Status as of January 22, 2026: No Update
- **Status as of April 23, 2026:** No update

- PW1801: MEDIAN STREETSCAPE – CIVIC CORRIDOR, ALONG CARSON STREET (From the I-405 Freeway to Grace Avenue) and Avalon Boulevard (From 220th Street to I-405 Freeway, and from Del Amo Boulevard to the SR-91 Freeway)
  - Location: Carson Street and Avalon Boulevard
  - Description: Irrigation upgrades, landscaping upgrades in City medians
  - Budget: $2,000,000
  - Status: DESIGN COMPLETE
  - 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.
  - Status as of December 17, 2025: No update
  - Status as of January 22, 2026: Project to be bid for construction in Fiscal year 26/27.
  - Status as of February 19, 2026: Funding anticipated to be secured for current fiscal year. Consultant working to address revisions to PS&E package.
  - Status as of March 19, 2026: Staff has reviewed PS&E package and requested final changes from the consultant. Advertisement for construction is anticipated for next week.
  - **Status as of April 23, 2026:** Project was advertised on March 26, 2026. Bid opening is anticipated for May 4, 2026.

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
  - Status as of December 17, 2025: No update
  - Status as of January 22, 2026: City returned comments to consultant on the 60% plans; consultant is working to address comments.

- 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 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
  - Status as of December 17, 2025: No update
  - Status as of January 22, 2026: City met with Metro on January 20, 2026; to discuss this grant project. A follow-up meeting is scheduled for January 22, 2026. Staff also reached out with RFP to on-call engineering consultants.
  - Status as of February 19, 2026: City submitted revised Scope of Work Change Request to MTA on January 28, 2026, for their review.
  - Status as of March 19, 2026: MTA confirmed that Scope of Work Change Request is being reviewed.

- 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 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.
  - Status as of December 17, 2025: No update
  - Status as of January 22, 2026: No update
  - Status as of February 19, 2026: Notice to Proceed issued February 4, 2026. Contractor working on submittals and getting excavation permit.
  - Status as of March 19, 2026: Contractor is continuing to work through submittals.

- 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
    - 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.
- Status as of December 17, 2025: No update
- Status as of January 22, 2026: Notice to Proceed (NTP) was issued in December. Construction manager is reviewing RFIs and coordinating a site visit to review signal pole conflicts.
- Status as of February 19, 2026: City Staff, LA County, and CM consultant performed site walk on February 5, 2026, to review clearances and respond to RFIs.
- Status as of March 19, 2026: Contractor is working on submittals.

- PW1667: TRAFFIC SIGNAL IMPROVEMENT AT AVALON BLVD. & GARDENA BLVD.
  - 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 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.
  - Status as of December 17, 2025: No update
  - Status as of January 22, 2026: No update
  - Status as of February 19, 2026: Contractor performed potholing, submittals of RFIs and equipment orders.
  - Status as of March 19, 2026: Contractor working on proposal for additional work to address required changes from plans.

- 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 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.
    - Status as of December 17, 2025: No update
    - Status as of January 22, 2026: Project is being advertised for construction bids on January 20, 2026. Bidding closes on March 12, 2026.
    - Status as of February 19, 2026: Bidding is still in progress.
    - Status as of March 19, 2026: Bidding closed March 12, 2026. Seven bids were received. Notice of intent to award was issued March 17, 2026.

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	February 2026	TBD
PW 1649-Avalon Blvd at Victoria Ave	March 2026	TBD
PW 1784- Central Ave at University Dr	May 2026	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	March 2026	TBD
PW 1649 -Main St at 223rd St	March 2026	TBD
PW 1657-Main St at Albertoni St	March 2026	TBD
PW 1649-Main St at Sepulveda Blvd	March 2026	TBD
PW1657-Main St at Victoria St	March 2026	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	March 2026	TBD
PW 1657-Figueroa St at 234th St	March 2026	TBD
PW 1647-Figueroa St at I-110 NB on/off ramps	In Design	TBD
PW 1649-Figueroa St at Torrance Blvd	March 2026	TBD
PW 1657-Figueroa St at Victoria St	March 2026	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
    - 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 the 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.
    - Status as of December 17, 2025: No update
    - Status as of January 22, 2026: No update
    - Status as of March 19, 2026: Grant funding opportunities are being processed through the Safe Clean Water Program and we expect updates by the end of the fiscal year.
    - **Status as of April 23, 2026:** Grants were provisionally awarded for two projects.

- 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 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
- Status as of December 17, 2025: Pending state water board decision on funding for project, which was paused due to a change in design.
- Status as of January 22, 2026: Project will be presented to Council for acceptance of design. Still pending state water board decision on funding.
- Status as of February 19, 2026: Authorization for construction scheduled for the March 17, 2026, City Council meeting.
- Status as of March 19, 2026: Approved through City Council. Finalizing the documents required for permits and awaiting approval from the State Water Boards for changes in design.
- **Status as of April 23, 2026:** Awaiting final approval and permits.

- <u>PW1676 STORMWATER GREEN STREET ENGINEERING, DESIGN & IMPLEMTATION</u>
  - 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.
- Status as of December 17, 2025: No update
- Status as of January 22, 2026: No update
- Status as of February 19, 2026: 90% Design has been submitted and is under review.
- Status as of March 19, 2026: Comments to be provided on 90% design
- **Status as of April 23, 2026:** Field review was performed on April 22, 2026, in preparation for the final design.

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 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.
  - Status as of December 17, 2025: No update
  - Status as of January 22, 2026: No update
  - Status as of February 19, 2026: No update on SCE plans, Program Supplemental Agreement for 1451 approved at City Council on February 17, 2026.
  - Status as of March 19, 2026: SCE communicated that City should receive 60% electrical plans for City to review in April 2026.

- PW1490 & 1600: DOMINGUEZ CHANNEL BIKE PATH INSTALLATION PHASES I & II
  - Location – Phase I: Main Street to Avalon Boulevard
  - Location – Phase II: Avalon Boulevard to Carson St.
  - Description: Installation of Bike path along Dominguez Channel
  - Budget: $9,000,000.00 (PW1490); $5,500,000.00 (PW1600)
  - Current Phase: DESIGN AND PERMITTING
    - 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
- Status as of December 17, 2025: No update
- Status as of January 22, 2026: Consultant completed additional soil-boring activities. Once soil data is received, the environmental document will be updated, and structural design will commence.
- Status as of March 19, 2026: Structural engineer is working on reaction loads and anticipates completion by end of March 2026. The environmental document will be updated, and the civil plan can be revised.

- <u>PW1534: ACTIVE TRANSPORTATION PROGRAM – SANTA FE BIKE LANE</u>
  - Location: Santa Fe Ave and City-wide
  - Description: Construct bike lane on Santa Fe Ave; install curb ramps city-wide; install speed feedback signs city-wide; install crosswalks city-wide; install pedestrian push buttons and countdown heads city-wide
  - Budget: $3,491,000
  - Status: DESIGN
    - Status as of 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
    - Status as of December 17, 2025: No update
    - Status as of January 22, 2026: 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: Construction
    - 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.
- Status as of December 17, 2025: Gas line installation has been completed, and forms and rebar are in place for the pathway around the Figueroa parking lot. Irrigation work is underway around the soccer field area. Monument sign footing caisson caps and the pedestal have been formed and are ready for concrete placement. Exploratory work continues in the MWS Unit No. 2 area.
    - Recent rain events have impacted site operations, resulting in wet and muddy conditions. The UH crew performed soil aeration following the rain, and electrical trenching work was completed midweek. At times, no work occurred on site due to weather constraints; however, cleanup was performed at the southeast intersection following weekend rainfall.
- Status as of January 22, 2026: Monument sign footing installation has been completed, including placement of the base plate, and the MWS Unit #1 over-excavation and compaction work is finished. A temporary concrete patch has also been installed at the damaged construction entrance to maintain site access. It should be noted that persistent rain and wet site conditions over the past month and a half have slowed overall construction progress, resulting in reduced productivity and temporary delays to planned concrete pours.
- Status as of February 19, 2026: Playground Equipment has been set and foundations poured. The structure is fully installed and progressing well toward completion. Restroom & Storage Buildings Concrete slabs have been poured, and CMU block walls are rising — currently at four (4) feet of constructed block. Door frames are set, underground plumbing is in place, and work continues to advance toward enclosure. Concession Stand / Restroom Building Over-excavation has been completed, and foundations are progressing. BMPs have been deployed to protect the work from rain impacts. Monument Sign Steel structure has been installed, and concrete footings are poured. Both MWS #1 and MWS #2 have been installed and backfill is currently underway. Manhole installations are complete and walkway/manhole structure concrete pours are ongoing. In the Figueroa parking lot, gutters and flow lines have been cut and are ready for compaction and inspection.

- Status as of March 19, 2026: Monument Sign CMU has been installed to the second level and is ready for the second/bottom arch installation. CMU work for the Sepulveda parking lot buildings is complete. V-ditch installation along the retaining wall is complete. Methane mitigation barrier installation is underway at the concession building, where sewer pipe encasement in concrete has also been completed. MWS #1 inlet storm drain has been installed and backfilled, and MWS outlet storm drain installation is currently underway. Concrete pours are ongoing along the north side of the park, with north-side walkway forms and rebar having been installed and poured. Pickleball and exercise area grading is complete and has been submitted for inspection. Restroom and storage building CMU work around the Sepulveda parking lot is complete, with formwork and successive lifts of block installation having progressed through the reporting period. BMPs were deployed during a rain event earlier in the reporting period, with standing water at MWS #1 subsequently pumped out and grading operations in the northwest corner of the site resumed.
- **Status as of April 23, 2026:** Methane mitigation barrier for the Concession Building has been installed and tested (test #1 passed). Rebar and foundation work completed, footings cured, and the building is now ready for the first lift of CMU. Methane mitigation work remains ongoing. Monument Sign CMU installed to the second level, with the reader board, arches, and ironwork all complete. Blockwork is ongoing as the structure awaits remaining CMU installation. Sepulveda Parking Lot CMU work for the parking lot buildings is complete. Roof framing is underway for the storage shed and restroom buildings. Curb and island concrete work has also been completed. Site Utilities & Drainage MWS backfill and storm drain outlet work completed. MWS unit filters have been filled with gravel. Storm drain outlet installation is finished. Concrete & flatwork concrete and flatwork have been progressing continuously throughout the park, including along the north side. The Figueroa driveway approach concrete work is complete. CCTV / Electrical Change order request (COR) work is underway for CCTV and electrical systems. Scoreboards have been installed. General Sitework V-ditch installation along the retaining wall is complete. Playground equipment is visible and in place.

- <u>PW1515: CARRIAGE CREST PARK STORMWATER CAPTURE</u>
  - Location: Northeast corner of Sepulveda and Figueroa St.
  - Description: Installation of Stormwater chambers to capture and divert stormwater to Los Angeles County Sanitation District. This water will be used to augment the reclaimed water for regional use. This type of stormwater project is the first of its kind in California.
  - Status as of 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.
- Status as of December 17, 2025: Flooding has been detected in the vaults again. LA County Sanitation District will be re-grouting the pipes.
- Status as of January 22, 2026: Los Angeles Sanitation District is verifying the vaults remain dry and they can go forward with commissioning.
- Status as of February 19, 2026: Facility is capturing water, LACSD is working on repairs to the outfall actuators and testing instrumentation.
- Status as of March 19, 2026: Facility is capturing water, grading issues and final punch list items are being addressed.
- **Status as of April 23, 2026:** Storm drain connections are being completed along with the Carriage Crest Park Expansion Project.

- 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
  - 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.
- Status as of December 17, 2025: Storm drain installation has been completed, and furniture, along with synthetic turf installation, is progressing around the stage. The installation of sod is approximately 50% complete, with remaining work focused on the ballfields and picnic areas. Concrete pours at the Ravena and Catskill entrances have been completed.
    - Stage construction is nearing completion, with the metal roof substantially installed and shade sails in place. Playground improvements are complete, including installation and sealing of the rubberized safety surfacing. Site lighting has been tested and is fully operational.
    - Ballfield improvements are progressing, with infield mixes compacted, soils scarified and aerated and grading underway in preparation for sod installation. Public sidewalk improvements, maintenance entrance work, and Ravena Avenue approach areas continue to move forward, with parking lot striping completed.
- Status as of January 22, 2026: Sod installation throughout the park is complete, and stage railings have been fully installed and painted. All public right-of-way concrete work has been completed, and turf installation around the stage area is finished. In addition, concrete patch work and repairs have been completed in multiple areas, curb and gutter improvements along Ravenna have been poured, and concrete pads for benches along the pathway have

been installed. These completed items represent substantial progress toward final project closeout.
  - Status as of February 19, 2026: Construction is complete. Finalizing punch list items.
  - Status as of March 19, 2026: Still working through punch list items. Maintenance is active.
  - **Status as of April 23, 2026:** Still working through punch list items. Maintenance is active.

- 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
    - 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 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 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 Improvement 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
- Status as of December 17, 2025:
  - During the repackaging, it was decided to address the drainage issue behind the constructed seating wall that was not addressed as part of the original design. The area behind the constructed seating wall is currently draining toward the seating wall and due to a bust in the survey the existing ground is higher than it was shown on plans and required a change order to be re-graded during the construction. To eliminate these issues and possible future change order, a proposal requested from DVD Creative design consultants to amend the design scope for re-grading and adding drainage facilities to this area not originally part of the scope. The survey work was scheduled in between the rainy weeks, and additional drainage design scope was added to the re-packaging documents for this area.
  - Additionally, PW staff in collaboration with the City Attorney is working on a draft settlement with the previous contractor MBC to close out the previous

construction contract. As part of the settlement, the long lead items that were ordered previously and are being delivered are being coordinated for acceptance and reimbursement to be made as part of the settlement. These items need to be inventoried and inspected for acceptance and be removed from the bid items in the re-packing documents. Provisions should be included in the new bid package for such items to be provided by the City and installed by the new contractor. This is under review and under consideration and once completed will need to be incorporated into the new bid package.

- Re-packaged design for Mills Park Site remaining work was submitted on December 12, 2025, and is currently being reviewed. It is anticipated that the review and the package for advertising will be ready in mid-January.

- Status as of January 22, 2026:
  - The review comments for plans were provided to the design consultant on December 18, 2025, and due to the holidays, the turnaround has stretched out, and the plans are expected to be resubmitted by the third week of January.
  - The City attorney is in the process of finalizing the settlement agreement with MBC including finalizing the previously purchased specialty items to be included in the re-bidding documents.
  - Specifications were reviewed and comments were forwarded to the design consultants in mid-January to be incorporated for a consistent and cohesive package and to reduce redundancy for the combined specifications.
  - Currently it is anticipated to be advertised in February with the award by March/April 2026.
  - Status as of February 19, 2026: Mills Park Building and Site will be combined into one project which will be advertised March 2026.
  - Status as of March 19, 2026: Rebid plans for site work were revised based on current site conditions. Project is ready to be advertised as a stand-alone project or with Mills Park Building Project No. 1795.
  - **Status as of April 23, 2026:** Project Nos. 1636 and 1795 will be advertised in one bid package. Proposed advertise date is April 30, 2026.

- <u>PROJECT NO. 1795: MILLS PARK BLDG RENOVATION</u>
  - 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
- Status as of December 17, 2025: Advertisement of Mills Park BLDG Project is pending the completion of re-packaging the remaining work for Mills Park site and advertisement of both projects under one package.
- Status as of January 22, 2026: See the Mills Park Site status report.
- Advertisement of Mills Park BLDG Project is pending the completion of re-packaging the remaining work for Mills Park site, combining both projects to be advertised under one package.
- Status as of February 19, 2026: Mills Park Building and Site will be combined into one project which will be advertised March 2026.
- Status as of March 19, 2026: Staff rejected building and perimeter sitework plans from consultant due to the lack of quality control. Designer is currently revising and doing a quality review on plans. Staff is also reviewing plans with Park Maintenance division. Estimated date to advertise project is April 9, 2026.
- **Status as of April 23, 2026:** Project Nos. 1636 and 1795 will be advertised in one bid package. Proposed advertise date is April 30, 2026.

- <u>PW 1806: DEL AMO PARK IMPROVEMENTS</u>
  - Location: Del Amo Park
  - Description: Improve drainage on the northeastern portion of the park's field, improve condition of the basketball court and improve play structures.
  - Budget: $6000,000 (Design)
  - Status: Request for Proposals
  - Status as December 17, 2025: Staff are preparing to release a request for proposals (RFP) to complete the design.
  - Status as of January 22, 2026: Request for Proposals (RFP) is scheduled to be released in early February 2026.

- Status as of February 19, 2026: Proposals for design are due on March 5, 2026.
- Status as of March 19, 2026: Proposals were received on March 10, 2026, and are being reviewed.

** 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 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.
  - Status as of December 17, 2025: Final billing and disputed work are being worked out.
  - Status as of January 22, 2026: Continuing to work through the disputed work and filing the Notice of Completion (NOC).
  - Status as of February 19, 2026: Working through disputed items.
  - Status as of March 19, 2026: Several panels experienced delamination; repair work is being scheduled for repairs.
  - **Status as of April 23, 2026:** Wall panes are expected to arrive in August. Staff is still working with the vendor to reconcile disputed items.

- PW1693: ELECTRIC VEHICLE CHARGING INFRASTRUCTURE (SCE CHARGE READY PROGRAM)
  - Location: 10 City Parks and Corporate Yard
  - Description: Install 126 EV Chargers in City Parks and at the Corporate Yard
  - Budget: City staff labor to Project Manage, but no capital fund costs to City
  - Current Phase: DESIGN / PLAN CHECK
  - Status as of 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
- Status as of December 17, 2025: No update
- Status as of January 22, 2026: No update

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

- PW1720: ELEVATORS AT CITY HALL AND COMMUNITY CENTER
  - Location: City-Hall and Community Center
  - Description: Refurbish and Modernize Elevators at the Community Center and City Hall due to end-of-service life and maintainability. Elevators will be out of service during the active repair work for a duration of less than three months.
  - Status: CONSTRUCTION IN PROGRESS
    - Contracts for construction are being routed for signatures.
    - Working with vendors to meet the insurance requirements.
  - Status as of 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
  - Status as of December 17, 2025: No update
  - Status as of January 22, 2026: 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
  - 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.
- 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
    - Status as of December 17, 2025: The contractor is working through the punch list items.
    - Meetings/negotiations are being held to finalize the pending change orders to determine the total construction budget to be amended.
    - Construction continued for the installation of the contract bid items for pergolas A&B and the columns and beams are installed, however the contractor failed to order the long lead item of louvers for pergolas due to disagreement with the vendor and the vendor securing the bonds required by the contractor for payment and delivery. After months of negotiations, the parties agreed on the terms of their contract and the louvers are currently being ordered.
    - The manufacturing of the louvers from China will take 14-16 weeks from the time it's been ordered which puts the delivery and installation in May of 2026.
    - It is anticipated the project will be substantially completed by mid-January, with acceptance of the project pending the completion of the pergolas sometime in May.
    - Status as of January 22, 2026: No update
    - Status as of February 19, 2026: Punch list items are expected to be complete by March 19, 2026. Permanent louver installation for two pergolas is estimated to start May 2026.
    - Status as of March 19, 2026: Three punch list items are open.
        - Pergola Louvers – expected to be complete by July 2026
        - Broken B12 irrigation lid – complete by week of March 23, 2026

        - Missing bolts on circular irrigation lids – complete by week of March 23, 2026
    - **Status as of April 23, 2026:** Landscape maintenance period was completed on April 9, 2026. All punch list items are complete. Louver for pergolas will be delivered in June 2026. General contractor (PCN3) to complete louver installation two weeks after delivery.

- 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: No update
    - Status as of November 20, 2025: No update
    - Status as of December 17, 2025: No update
    - Status as of January 22, 2026: 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 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 have 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**.**
- Status as of December 17, 2025: Suspension notice was sent to the contractor on December 8, 2025. Staff were directed, on December 16, 2025, to rebid the entire project.
- Status as of January 22, 2026: Removal and replacement of alternate second floor lobby toilet compartments to start February 16, 2026. Staff reached out to Mayor recommended contractor (Jacome Construction/Golden State Builder Inc.) to submit quote for Council breakroom/restroom. Per Risk Management, the proposed contractor does not satisfy the insurance requirements for small construction projects and is working on raising their insurance limits to be able to provide the city with a quote for renovating the City Council breakroom/restroom.
- Status as of February 19, 2026: Contractor is expected to finalize the installation of the redesigned toilet compartments in the second-floor lobby restrooms by February 27,2026. The remaining portion of the project is on hold.
- Status as of March 19, 2026: Alternate toilet compartments at the second-floor restrooms have been installed. Installation of the water heater door is pending, expected to be installed March 26, 2026. Proposed contractor by management: "Jacome Construction / Golden State Builder" is nonresponsive to submitting a proposal for the City Council breakroom and single occupant restroom.
- **Status as of April 23, 2026:** Project is on hold. Staff and management met with Rene Cortez from United Building Maintenance for potential proposal for council restroom and breakroom renovations.

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 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.
- Status as of December 17, 2025: Contractor is addressing arterials (Figueroa & Avalon) The list of streets for Phase 9 of citywide residential paving is currently being finalized.
- Status as of January 22, 2026: Phase 9 of the Annual Paving Maintenance started as of January 19, 2026.
- Status as of February 19, 2026: Phase 9 is nearing completion and Phase 10 will start up as soon as weather permits.
- Status as of March 19, 2026**:** Phase 10 of the Annual Paving Maintenance began on March 19, 2026.
- **Status as of April 23, 2026:** Phase 10 is nearing completion. The contractors are restriping the recently paved streets as well as raising manholes and installing signal loops.

- PROJECT: ANNUAL CITYWIDE CONCRETE MAINTENANCE
  - 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
  - Status as of December 17, 2025**:** Amended contract approved at December 2, 2025, City Council Meeting.
  - Status as of January 22, 2026: No update
  - Status as of February 19, 2026: The concrete project on Santa Fe has begun and is currently awaiting completion of work by the tree crew. The asphalt crew will be performing a skin patch (overlay) on Avalon Boulevard from 223rd Street to Bay Street.
  - Status as of March 19, 2026: Crews are working on Santa Fe Avenue concrete project.
  - **Status as of April 23, 2026:** Santa Fe Avenue project has been completed.

- ENVIRONMENTAL SERVICES-ONGOING
  - Perform regular routine 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 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.
  - Status as of March 19, 2026: Preparing for the E-Waste Recycling and Paper Shredding event scheduled for Saturday, May 9, 2026.
  - **Status as of April 23, 2026:** Currently planning and preparing logistics for E-Waste & Paper Shredding Event on Saturday, May 9th. 2026. Draft emails to assembly member representatives, City departments, and other vendors to coordinate attendance and logistics. Interface with PIO and other City departments to broadcast and bring awareness to the event.

- MAINTENANCE: CONCRETE & ASPHALT
  - Location: Citywide
  - Description: Monthly summary of work performed by City maintenance crews who regularly inspect the City's infrastructure and perform preventive maintenance to ensure safe and cost-effective operations
  - Status as of 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**.**
- Status as of December 17, 2025: 800 linear feet of sidewalk installed on University Drive. Skin patch with asphalt completed on Sepulveda near Intermodal Way to fill potholes. Installation of speed cushions. Crew continues to work on daily work order requests.
  Status as of January 22, 2026: University Drive sidewalk project is expected to be completed by the week of January 26, 2026. The Santa Fe sidewalk project will begin shortly after the University project is finished and will take place on the east side of the street from Del Amo to Dominguez. Asphalt team continues to perform citywide pothole repairs, while the abatement team is addressing service requests related to illegal dumping.
- Status as of February 19, 2026: University Drive sidewalk project has been completed and work on Santa Fe will begin once the identified trees have been removed. The crew is scheduled to start pouring concrete on February 19, 2026.
- Status as of March 19, 2026: Currently working on curbs, sidewalks, and gutters in Maintenance Zone 4. The sidewalk on Santa Fe Avenue is approximately 70% complete.
- **Status as of April 23, 2026:** Completed Santa Fe concrete project. Continuing to follow up on work orders by district and maintenance zones on a two-week rotation.

- 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 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.
  - Status as of December 17, 2025: Continued installation of traffic calming speed humps in intersections, identified by LASD, to prevent motorists from performing street take-overs. Completing daily work orders.
  - Status as of January 22, 2026: Continue responding to the city ad citizen work orders for graffiti removal and completing engineering-directed street maintenance tasks throughout the city.
  - Status as of February 19, 2026: Following the recent storms the maintenance crews have been responding to flooded areas by clearing debris and buildup from storm drain entrances and pumping water from the street.
  - Status as of March 19, 2026: Ongoing
  - **Status as of April 23, 2026:** Continuing to follow up on work orders assigned by district and maintenance zones on a two-week rotation, while also completing daily graffiti-related work orders as they are submitted.

TREE MAINTENANCE: TRIMMING CITYWIDE

- 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.
- Status as of December 17, 2025: Gold medallions and Pink Trumpets currently being planted on Santa Fe. Continue to complete work order requests.
- Status as of January 22, 2026: The crew is planting Chinese Pistache trees along University Drive. Post Grande Street for tree planting. Continuing to fill tree vacancies across the city while ensuring that all removed trees are replaced and addressing daily work order requests. Awarding the Urban Forestry Master Plan to West Coast Arborists.
- Status as of February 19, 2026: In collaboration of the Santa Fe project, the tree crew is removing the trees to allow the concrete work to proceed. Once the concrete work is finished, new trees will be planted to replace those that were removed.
- Status as of March 19, 2026: Collaborating with the concrete crew planting thirty new trees along Santa Fe Ave. Currently planting new trees in vacancies throughout the city.
- **Status as of April 23, 2026:** Assisting in the removal of trees while working alongside the concrete team on sidewalk upgrades and completing work orders in district and maintenance zones on a two-week rotation. Continuation of tree planting 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.
- Status as of December 17, 2025: No update
- Status as of January 22, 2026: No update
- Status as of March 19, 2026: Ongoing
- **Status as of April 23, 2026**: Ongoing

- PW1712: PARK HVAC SYSTEMS
  - Location: All Parks
  - Description: Assess and replace over 50 HVAC units that are past their useful and serviceable life at all 12 park facilities. Design and install brand new HVAC at Veterans Park and Gym.
  - Status: Anderson Park, Dolphin Park Office, Foisia Park Office have been completed.
  - Current Phase**: PROJECT ONGOING**
  - Status as of 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 March 19, 2026: Three HVAC units are on order for procurement.
  - **Status as of April 23, 2026:** Ongoing

- 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 March 19, 2026: Soliciting proposals

- 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.
  - Status as of March 19, 2026: Parts have been received, and installation is being coordinated.

- 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

April 2026

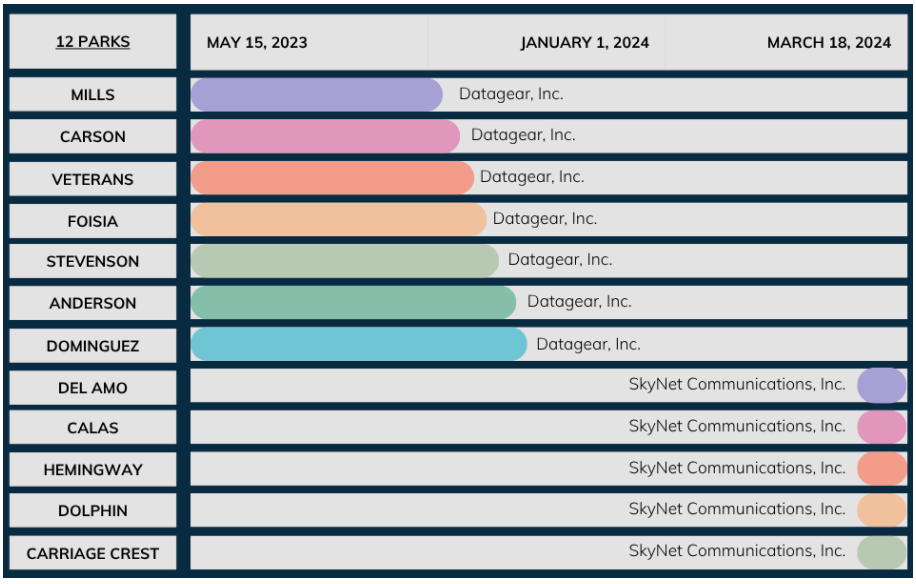
1. WIFI IN PARKS:

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%)



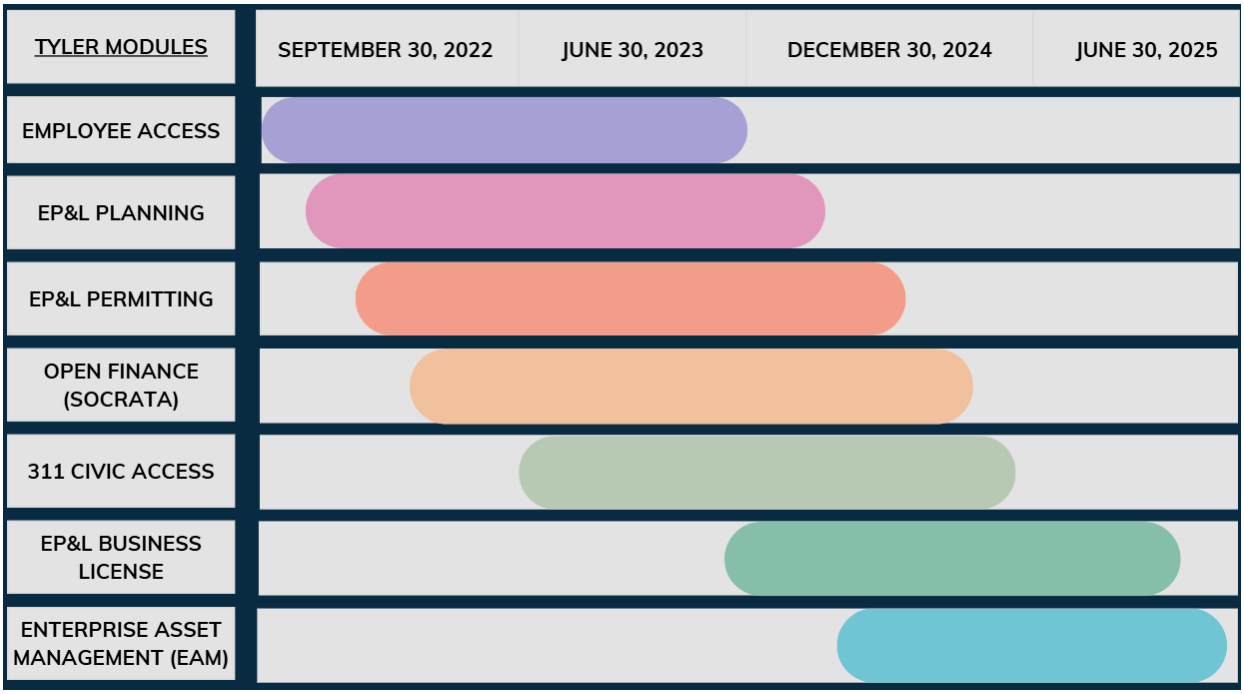
2. TYLER UPGRADE / ENERGOV IMPLEMENTATION:

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
Additional Information	• 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%)



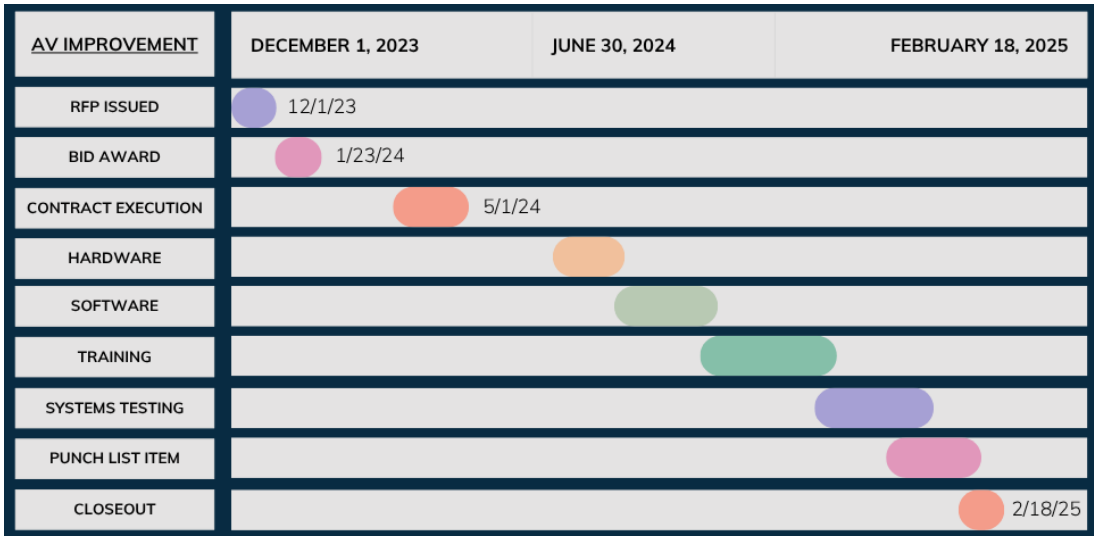
3. CITY HALL COUNCIL CHAMBERS AUDIO/VIDEO IMPROVEMENT

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%)



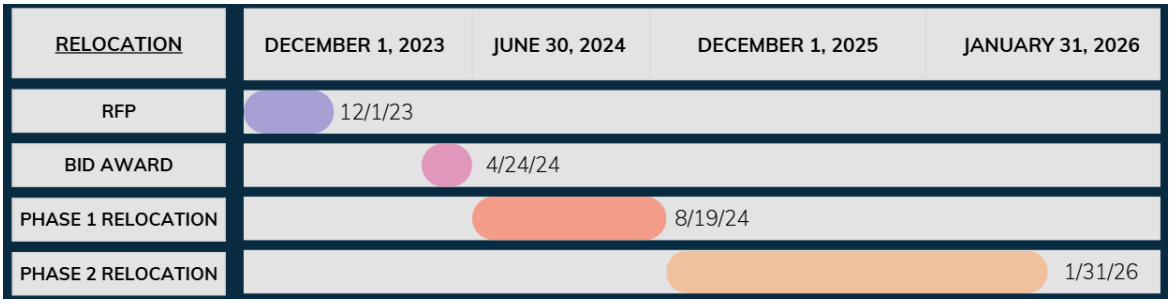
4. NETWORK SERVICES RELOCATION:

Description: Ensure rapid recovery, accessibility, and increased security for all business-critical application services by relocating to a more equipped offsite location.

Contract	Coloexchange.com a California Corporation
Term	5 years
Budget	$30,669.95
Current Spend	$21,569.95
Timeline	December 1, 2023 – January 31, 2026
Status	COMPLETE
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 completed 1/31/26.

Network Services Relocation Summary:

Project completed (100%)

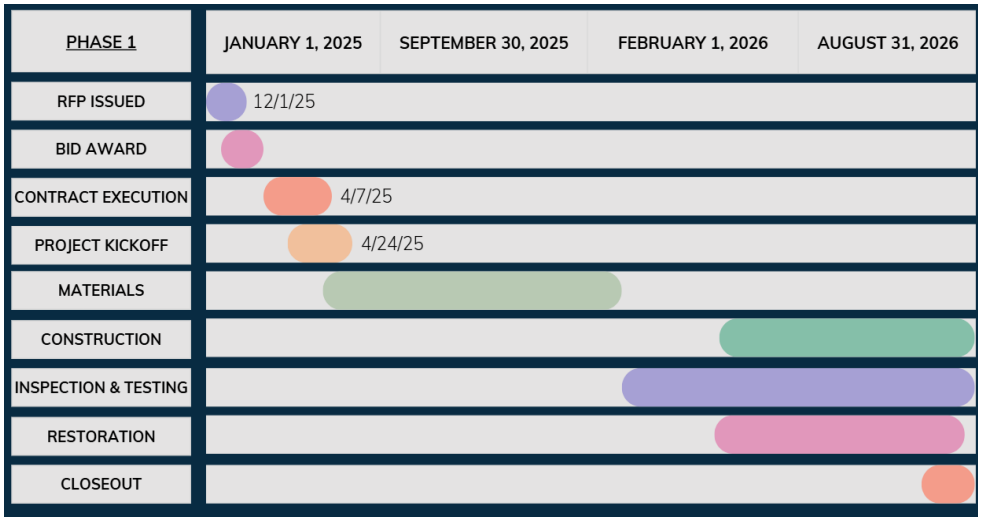


5. CITYWIDE MUNIICIPAL FIBER OPTIC NETWORK PHASE 1

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, Inc.
Term	5 years
Budget	$27,000,000.00
Current Spend	$1,587,335.88
Timeline	January 1, 2025 – August 31, 2026
Status	ON SCHEDULE
Additional Information	• Pre-Construction meeting completed on 12/1/25. • Council approval received for Interfund Loan 1/20/26 • Engineering permit received on 3/4/26. • Construction began on 3/11/26. • Utility Undergrounding, Temporary Traffic Control, and Restoration currently active on Avalon Blvd & Carson St. Intersections and areas in progress: Avalon Blvd & Carson Street, Victoria Ave & Avalon Blvd, Dolores St & 233rd St, 235th St & Dolores St.

Citywide Municipal Fiber Optic Network Phase 1 Summary:

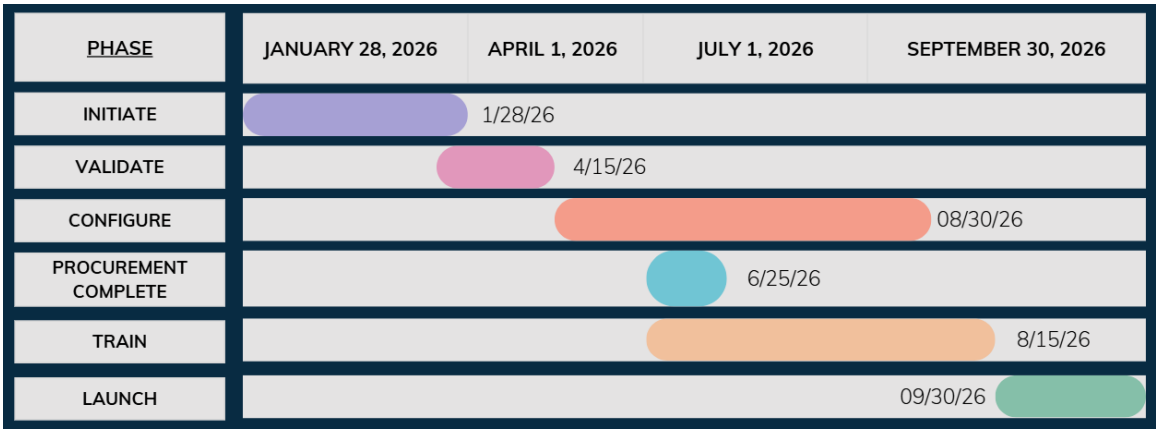


6. OPENGOV IMPLEMENTATION

Description: Implement OpenGov to streamline procurement and contract processes by centralizing workflows, improving transparency, and enhancing coordination and communication between City and bidders. This will reduce manual tasks and increase efficiency.

Contract	OpenGov
Term	5 years
Budget	$301,049.78
Current Spend	$95,911.01
Timeline	December 1, 2025 – November 30, 2030
Status	ON SCHEDULE
Additional Information	• Kickoff meeting completed on 2/26/26. • System Administrator Training completed on 3/19/26. • Testing of new bidding module to be completed by 6/25/2026.

OpenGov Implementation Summary:

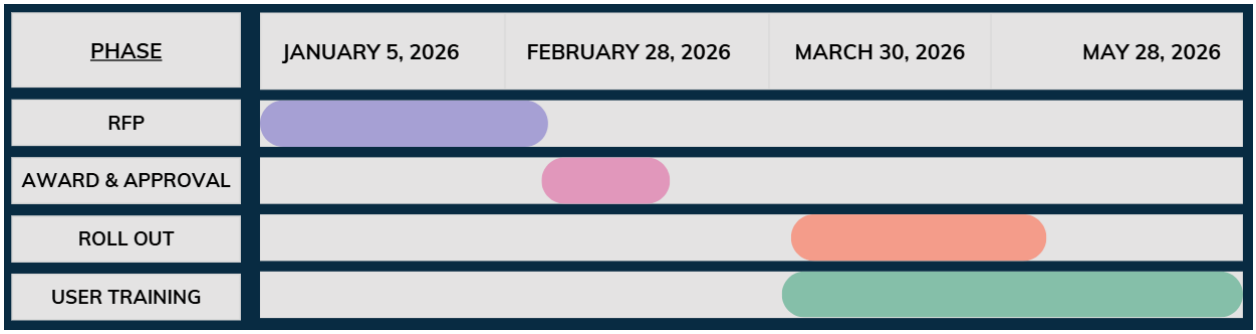


7. MULTIFUNCTIONAL DEVICES IMPLEMENTATION

Description: Replacement of the City's aging fleet of multifunction devices with modern, shared units across workgroups, enabling efficient printing, scanning, faxing, and copying through centralized machines.

Contract	Ricoh USA
Budget	$307,108.20
Current Spend	$0
Timeline	January 5, 2026 – May 28, 2026
Status	ON SCHEDULE
Additional Information	• Council approval received on 2/17/26 for Ricoh USA. • Purchase order received on 3/11/26. • Deployment of 13 printers completed on 5/28/26. • User trainings completed on 3/24/26, 4/2/26, 4/8/26, 4/9/26. Additional training to be provided on 5/20/26.

Multifunctional Devices Implementation Summary:



Public Safety Emergency Management Updates

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 have successfully implemented video surveillance and access control systems at multiple parks and are now expanding these efforts to further strengthen coverage citywide. The current phase includes the installation of additional pole mounted cameras and full integration of these upgrades into the City's existing security infrastructure to enhance real time visibility and coordination. Our team is continuing to review how our system is working and looking at ways to make it faster and more reliable. These efforts support our goal of keeping Carson safe and welcoming for residents, visitors, and staff. City Council has approved additional camera installations at several parks, along with expanded coverage at our Mini Parks, which is currently underway. We are also working closely with Public Works and IT to finalize camera locations and connectivity requirements at parks that are in the process of being expanded.

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	**Citywide Intrusion Project**
Service Provider	TBD
Summary	City Council has approved the Citywide Intrusion Project, which will modernize security systems across all parks and City facilities. These upgrades will replace current equipment with more updated, reliable technology, helping us better protect our spaces and enhance safety for the community.
Update	The RFP has officially closed, and panel evaluations are complete. A vendor has been selected. We are now moving into contract negotiations, followed by bringing the agreement forward for approval. Once approved, we will begin project planning, scheduling, and implementation.

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	Parking Control Officers are conducting a series of night operations to combat truck parking and oversized vehicles within the city. Additionally, we are targeting permitted parking areas and addressing all violations we see during proactive patrols. Our Public Safety Engagement Officers continue to focus on MLK Library and Carson Street Library. We are connecting with individuals who remain after hours, offering support and resources. We will continue working closely with the Los Angeles County Sheriff's Department Carson Station HOST Team to address community concerns. Parking and Code Enforcement teams are also conducting proactive outreach and enforcement related to game day impacts, including vendor compliance and Permit Zone F requirements.

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: We are seeing an increase in illegal dumping at 18905 Anelo Avenue. A trailer has been deployed to provide added visibility and serve as a deterrent. The Sepulveda Boulevard/Intermodal Way area has experienced a decrease in illegal activity due to increased messaging and the deployment of the trailer. A request to deter illegal dumping in residential at Alvo Ave, a trailer was placed to combat illegal dumping and catalytic converter thefts.

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	A staff-wide radio training, conducted in partnership with Los Angeles County Sheriff's Department, took place on April 16, 2026. The training focused on reinforcing proper radio usage, including channel protocols, communication etiquette, and basic troubleshooting. It also provided staff with hands-on practice to strengthen confidence and ensure consistent, effective communication across departments during daily operations and emergency situations. Radios will continue to be updated and maintained to ensure they are working at their best. Staff who use radios day-to-day will be invited to upcoming trainings to support proper use and maximize effectiveness. Public Safety is also working to complete mobile radio installations for the new Public Works fleet.

Report to Honorable Mayor and City Council

Tuesday, May 5, 2026, 5:00 PM

CONSENT 19.

To: Honorable Mayor and City Council

From: Michael George, Government Affairs Officer CMO Administration

Subject: CONSIDER TAKING A POSITION OF SUPPORT IF AMENDED TO SENATE BILL 1361 (DURAZO) AND ASSEMBLY BILL 2576 (HARABEDIAN) (CITY COUNCIL)

I. SUMMARY

Staff recommends the City Council adopt a position of “Support if Amended” on Senate Bill 1361 (Durazo) and Assembly Bill 2576 (Harabedian), both of which propose amendments to Senate Bill 79 (2025) related to transit-oriented development (TOD).

The City of Carson previously opposed Senate Bill 79 (2025) due to concerns regarding implementation feasibility, lack of clarity in development standards, and potential conflicts with local planning processes. Now that SB 79 has been enacted into law, SB 1361 and AB 2576 represent important opportunities to address those concerns through cleanup legislation.

While both measures include positive changes, such as adjustments to implementation timelines and technical clarifications, additional amendments are necessary to ensure that cities can effectively comply with the law. A “support if amended” position reflects the City’s continued advocacy for workable and clearly defined housing policies, consistent with the position and recommendation of the League of California Cities.

II. RECOMMENDATION

TAKE a position of SUPPORT IF AMENDED to Senate Bill 1361 (Durazo) and Assembly Bill 2576 (Harabedian) and DIRECT staff to transmit corresponding letters.

III. ALTERNATIVES

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

IV. BACKGROUND

Senate Bill 79 (2025) established new statewide requirements to promote transit-oriented housing development near transit stops. During the legislative process, the City of Carson and several other cities opposed SB 79 due to concerns about its potential impacts on local land use authority, infrastructure planning, and the lack of clear implementation guidance.

Since its adoption, cities across California have continued to experience challenges implementing SB 79. Recent guidance issued by the California Department of Housing and Community Development (HCD) to metropolitan planning organizations (MPOs) has further highlighted the need for additional clarity and alignment with existing housing planning frameworks.

In response, SB 1361 (Durazo) and AB 2576 (Harabedian) have been introduced to provide cleanup and clarifying amendments:

- SB 1361 (Durazo) would exempt certain future transit stops from SB 79 if a jurisdiction adopts a policy to produce at least 10,000 units of affordable housing by 2032, with at least 50% of those units income-restricted.
- AB 2576 (Harabedian) would align historic resource definitions with existing law and delay SB 79's effective date by one year.

Consistent with the position of the League of California Cities (Cal Cities), staff recommends continued advocacy for amendments addressing the following key issues:

- Alignment with the 7th Regional Housing Needs Allocation (RHNA) Cycle: SB 79's current implementation timeline does not align with regional housing planning cycles. Additional time is needed for metropolitan planning organizations to prepare transit stop maps and for cities to update housing elements and adopt compliant local policies.
- Clarification of Affirmatively Furthering Fair Housing (AFFH) Requirements: unclear expectations regarding AFFH compliance could expose cities to findings of noncompliance or requirements exceeding their assigned RHNA obligations.
- Clearer Development Standards: ambiguities related to density bonuses, height limits, and geographic applicability increase the risk of legal challenges and create uncertainty for both cities and developers.
- Additional State Guidance: cities require more detailed and implementation-focused guidance from HCD to ensure consistent application of SB 79 and to avoid delays in housing production.

Adopting a "support if amended" position allows the City to remain consistent with its prior opposition to SB 79 while constructively engaging in efforts to improve the law's implementation.

V. FISCAL IMPACT

There is no direct fiscal impact associated with adopting a position on SB 1361 and AB 2576.

However, implementation of SB 79 and related legislation may result in indirect fiscal impacts, including:

- Costs associated with updating housing elements, zoning ordinances, and planning documents
- Increased staff time to administer and implement transit-oriented development requirements
- Potential infrastructure and public service demands associated with increased residential density

Amendments that provide additional clarity, flexibility, and implementation time may help reduce long-term administrative burdens and mitigate potential costs to the City.

VI. EXHIBITS

1. Proposed Letters

Attachments

Proposed Letters

May 5, 2026

The Honorable Jesse Arreguín
Chair, California State Senate Housing Committee 1021 O Street, Suite 3330
Sacramento, CA 95814

RE: SB 1361 (Durazo) Transit-oriented housing developments: exceptions: housing development policy.

Notice of SUPPORT IF AMEND (As of 3/25/26)

Dear Chair Arreguín,

The City of Carson is writing to express a support if amended position on SB 1361 (Durazo), which would exempt future transit stops from SB 79 if a local agency has adopted a policy by January 1, 2026, to complete at least 10,000 units of affordable housing with 50% of the units available as income-restricted housing by January 1, 2032.

Although the City of Carson opposed SB 79 during the legislative process, now that it has been enacted, cleanup legislation is necessary to ensure workable implementation. Cities continue to face challenges implementing SB 79, and recent guidance from the Department of Housing and Community Development (HCD) to metropolitan planning organizations (MPO) highlights the need for additional clarity at the local level.

The City of Carson and the League of California Cities believes any SB 79 cleanup must address the following key issues:

- Aligning the effective date of SB 79 to the 7th Regional Housing Needs Allocation (RHNA) cycle, which would ensure adequate time for MPO's to draft the required transit stop maps, and provide cities adequate time to develop a local TOD alternative plan;
- Clarifying expectations related to Affirmatively Furthering Fair Housing (AFFH); and
- Providing clearer definitions and standards for implementation.

SB 79's July 1, 2026 effective date should be delayed to align with the 7th RHNA cycle. With recent guidance issued to metropolitan planning organizations, cities still lack the full information necessary to implement SB 79. Cities need sufficient time to plan for additional residential capacity in housing plans, adopt or amend local ordinances, and where applicable, develop HCD-approved local TOD alternative plans to address local infrastructure and public

service needs. Aligning the measure with the 7th RHNA cycle would provide much needed additional time to successfully implement SB 79.

The City of Carson and Cal Cities also seek greater clarity on how SB 79 will be evaluated for compliance with the Affirmatively Furthering Fair Housing (AFFH) obligations cities are required to meet in state housing element law. Cities support AFFH but remain concerned that unclear expectations could lead to findings of noncompliance and requirements to plan for housing beyond RHNA obligations. By not specifying how these obligations will align with what cities have planned, we remain concerned about unintended consequences for cities implementing SB 79.

Finally, SB 1361 should be amended to establish clearer standards for density bonuses, height limits, and geographic scope. Ambiguities in key provisions invite legal challenges and hinder timely project approval. The City of Carson firmly believes that more guidance from HCD that is focused on local government implementation is necessary to avoid litigation that stalls development projects and creates uncertainty in the housing development process.

For these reasons, the City of Carson joins Cal Cities in taking a support if amended position on SB 1361 (Durazo). We appreciate the author's continued engagement and look forward to working on additional cleanup provisions to SB 79. If you have any questions, do not hesitate to contact Michael George, Government Affairs Officer for the City of Carson at mgeorge@carsonca.gov.

Sincerely,

City of Carson City Council

May 5, 2026

The Honorable Juan Carrillo
Chair, California State Assembly Committee on Local Government
1020 N Street, Room 157
Sacramento, CA 95814

RE: AB 2576 (Harabedian) Transit-oriented development.

Notice of SUPPORT IF AMEND (As of 3/19/26)

Dear Chair Carrillo,

The City of Carson is writing to express a support if amended position on AB 2576 (Harabedian), which would provide clean-up legislation to SB 79 (2025) by aligning historic resource definitions with current law, and would delay the effective date of SB 79 by one year.

Although Cal Cities opposed SB 79 during the legislative process, now that it has been enacted, cleanup legislation is necessary to ensure workable implementation. Cities continue to face challenges implementing SB 79, and recent guidance from the Department of Housing and Community Development (HCD) to metropolitan planning organizations (MPO) highlights the need for additional clarity at the local level. While AB 2576 contains helpful provisions, further amendments are needed to support effective implementation.

The City of Carson believes any SB 79 cleanup must address the following key issues:

- Aligning the effective date of SB 79 to the 7th Regional Housing Needs Allocation (RHNA) cycle, which would ensure adequate time for MPO's to draft the required transit stop maps, and provide cities adequate time to develop a local TOD alternative plan;
- Clarifying expectations related to Affirmatively Furthering Fair Housing (AFFH); and
- Providing clearer definitions and standards for implementation.
-

SB 79's July 1, 2026 effective date should be delayed to align with the 7th RHNA cycle. With recent guidance issued to metropolitan planning organizations, cities still lack the full information necessary to implement SB 79. Cities need sufficient time to plan for additional

residential capacity in housing plans, adopt or amend local ordinances, and where applicable, develop HCD-approved local TOD alternative plans to address local infrastructure and public service needs. Although AB 2576 contains a one-year delay, which is appreciated, aligning the measure with the 7th RHNA cycle would provide much needed additional time to successfully implement SB 79.

The City of Carson and Cal Cities also seek greater clarity on how SB 79 will be evaluated for compliance with the Affirmatively Furthering Fair Housing (AFFH) obligations cities are required to meet in state housing element law. Cities support AFFH but remain concerned that unclear expectations could lead to findings of noncompliance and requirements to plan for housing beyond RHNA obligations. By not specifying how these obligations will align with what cities have planned, we remain concerned about unintended consequences for cities implementing SB 79.

Finally, AB 2576 should be amended to establish clearer standards for density bonuses, height limits, and geographic scope. Ambiguities in key provisions invite legal challenges and hinder timely project approval. Cal Cities firmly believes that more guidance from HCD that is focused on local government implementation is necessary to avoid litigation that stalls development projects and creates uncertainty in the housing development process.

For these reasons, the City of Carson joins Cal Cities in taking a support if amended position on AB 2576 (Harabedian). We appreciate the author's continued engagement and look forward to working on additional cleanup provisions to SB 79. If you have any questions, do not hesitate to contact Michael George, Government Affairs Officer for the City of Carson at mgeorge@carsonca.gov.

Sincerely,

City of Carson City Council

Report to Honorable Mayor and City Council

Tuesday, May 5, 2026, 5:00 PM

CONSENT 20.

To: Honorable Mayor and City Council

From: Michael George, Government Affairs Officer CMO Administration

Subject: CONSIDER TAKING A POSITION OF SUPPORT IF AMENDED TO ASSEMBLY BILL 2741 (MURATSUCHI) (CITY COUNCIL)

I. SUMMARY

Staff recommends that the City Council adopt a position of “Support if Amended” on Assembly Bill 2741 (Muratsuchi), which addresses housing element compliance and the use of overlay zoning to meet Regional Housing Needs Allocation (RHNA) requirements.

AB 2741 represents a constructive step toward addressing challenges that have emerged following recent court decisions affecting previously certified housing elements. The bill would provide local governments time to correct violations and clarify the use of overlay zones as part of housing element implementation.

While the bill includes important protections for jurisdictions, additional amendments are needed to extend compliance timelines and ensure that overlay zoning remains a viable and clearly defined tool for meeting housing obligations.

II. RECOMMENDATION

TAKE a position of Support if Amended on Assembly Bill 2741 (Muratsuchi) and DIRECT staff to submit a corresponding letter.

III. ALTERNATIVES

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

IV. BACKGROUND

California law requires cities and counties to adopt housing elements that demonstrate how they will meet their assigned Regional Housing Needs Allocation (RHNA). The California Department of Housing and Community Development (HCD) reviews and certifies these housing elements for compliance with state law.

In October 2025, the California Second Appellate District issued a ruling in *New Commune DTLA LLC v. City of Redondo Beach*, finding that the City of Redondo Beach’s housing element did not comply with state law. The court determined that the City’s reliance on residential overlay zones was insufficient to meet RHNA obligations, even though those overlays had been previously reviewed and approved by HCD as part of a certified housing element.

This decision created significant uncertainty for jurisdictions statewide, particularly those that relied on similar overlay zoning strategies during the 6th RHNA cycle. Many cities now face increased litigation risk and potential penalties despite acting in good faith based on prior state guidance.

AB 2741 (Muratsuchi) seeks to address these issues by:

- Allowing local governments time to correct housing element deficiencies after a court invalidates a previously certified housing element, before fines or other penalties are imposed; and
- Authorizing the continued use of affordable housing overlay zones within housing elements, provided specified development and affordability criteria are met.

Overlay zones have long been a key planning tool used by cities to facilitate infill and mixed-use development, particularly near transit, jobs, and services. These tools support higher-density housing production and help advance state goals related to affordability and sustainable growth.

While AB 2741 provides important initial protections, several concerns remain:

- Compliance Timeline: the bill does not provide sufficient time for jurisdictions to address court-identified deficiencies, particularly given the complexity of local planning processes and public engagement requirements. A longer and retroactive compliance period is needed.
- Legal and Regulatory Certainty: the Redondo Beach decision highlights a disconnect between HCD certification and judicial interpretation. Cities need clearer, consistent standards to avoid being penalized after relying on state-approved housing elements.
- Preservation of Overlay Zoning Tools: overlay zones are a critical mechanism for meeting RHNA obligations and enabling mixed-use and transit-oriented development. Additional clarity is needed to ensure these tools remain viable and are not unduly restricted.

Adopting a “support if amended” position allows the City to support the bill’s intent while advocating for stronger protections and clearer implementation standards.

V. FISCAL IMPACT

There is no direct fiscal impact associated with adopting a position on AB 2741.

However, the issues addressed by this legislation have potentially significant fiscal implications, including:

- Costs associated with revising housing elements following legal challenges;
- Staff and consultant resources required to update zoning and planning documents;
- Potential exposure to fines, penalties, or litigation if housing elements are deemed noncompliant; and
- Impacts on the City’s ability to plan for infrastructure and services associated with housing growth.

Providing additional time and clarity through amendments to AB 2741 could help reduce these risks and associated costs.

VI. EXHIBITS

1. Proposed Letter

Attachments

Proposed Letter

May 5, 2026

The Honorable Matt Haney
Chair, California State Assembly Committee on Housing and Community Development
1020 N Street, Room 156
Sacramento, CA 95814

RE: Assembly Bill 2741 (Muratsuchi) Housing element: inventory of land: substantial compliance.

Notice of SUPPORT If Amended (As of 3/19/26)

Dear Chair Haney,

On behalf of the City of Carson, we are pleased to support if amended AB 2741 (Muratsuchi). This measure would provide local governments time to correct housing element violations after a court rules that a previously certified housing element is no longer compliant with state law. Additionally, AB 2741 would allow local governments to utilize affordable housing overlay zones for mixed-use development within their housing elements, provided specific requirements are met. While we are supportive of these initial efforts, we firmly believe that a longer conversation is needed regarding the use of overlays and an extended timeline for local agencies to comply with new legal requirements before fines and other accountability measures are imposed.

In October 2025, California's Second Appellate District ruled in New Commune DTLA LLC v City of Redondo Beach that the City of Redondo Beach's housing element was not compliant with state law because the jurisdiction's use of residential zoning overlays could not satisfy the city's Regional Housing Needs Allocation (RHNA) obligations. Notably, these overlays were approved and guided by the California Department of Housing and Community Development (HCD), which had previously certified the city's housing element. As a result, the jurisdiction's housing element was invalidated despite state approval, exposing the city to fines and other accountability measures, through no fault or ill will of the local government.

Throughout the 6th RHNA cycle, HCD allowed hundreds of local governments to use residential overlay zones to meet their RHNA obligations and certified their housing elements. Following the Redondo Beach decision, these jurisdictions now face elevated litigation risk and potential

noncompliance with state housing law. AB 2741 would provide temporary protection for previously certified housing elements after a court ruling invalidates an approved element, allowing local agencies time to correct violations before penalties are imposed.

Additionally, the bill would allow the continued use of affordable housing overlays, subject to clear standards such as minimum density requirements, development standards, housing and affordability incentives, and specific mixed-use criteria.

Zoning overlays remain an important affordable housing tool for local governments and have been a state-endorsed method for cities and counties to create thousands of additional housing units at all income levels. These overlays help support walkable, infill development near transit, jobs, and services, while promoting higher-density affordable housing.

Eliminating or unduly restricting these tools would make it significantly more difficult for local governments to achieve the Legislature's priorities including transit-oriented development and balanced economic and residential growth. Although we believe the temporary protection is a positive first step, we also strongly believe the compliance timeline should be extended and applied retroactively, ensuring local governments have time to navigate local processes and respond to evolving legal interpretations.

Additionally, we firmly believe that overlay zones should remain a tool local agencies can use to comply with RHNA obligations and balance the need for economic development and residential growth. We remain open to ongoing dialogue and conversations on these issues and strongly encourage the legislature to act with urgency, as more local governments may face lawsuits soon.

For these reasons, the City of Carson is pleased to support the bill if amended. If you have additional questions, please contact Government Affairs Officer, Michael George at mgeorge@carsonca.gov.

Sincerely,

Carson City Council

Report to Honorable Mayor and City Council

Tuesday, May 5, 2026, 5:00 PM

CONSENT 21.

To: Honorable Mayor and City Council

From: Keichun Graves, Council Aide COUNCIL Administration

Subject: CONSIDER RESOLUTION 26-049 PROCLAIMING MAY AS FIRE PREVENTION MONTH IN THE CITY OF CARSON AND ENCOURAGING COMMUNITYWIDE PARTICIPATION IN FIRE SAFETY AWARENESS AND PREVENTION ACTIVITIES (CITY COUNCIL)

I. SUMMARY

This item is on the agenda at the request of Mayor Davis-Holmes and asks the City Council to consider adopting Resolution 26-049 to declare May as Fire Prevention month and establishing a city-wide fire prevention education initiative for schoolchildren.

II. RECOMMENDATION

WAIVE further reading and ADOPT Resolution No. 26-049, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, DECLARING MAY 2026 AS FIRE PREVENTION MONTH AND ESTABLISHING A CITYWIDE FIRE PREVENTION EDUCATION INITIATIVE"

III. ALTERNATIVES

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

IV. BACKGROUND

See attached Resolution 26-049

V. FISCAL IMPACT

None as this pertains only to the adoption of the proposed Resolution.

VI. EXHIBITS

1. Proposed Resolution 26-049

Attachments

Proposed Resolution 26-049

RESOLUTION NO. 26-049

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, DECLARING MAY AS FIRE PREVENTION MONTH AND ESTABLISHING A CITYWIDE FIRE PREVENTION EDUCATION INITIATIVE

WHEREAS, the safety and well-being of all Carson residents, especially youth, are of paramount importance to the City Council; and

WHEREAS, the City of Carson recognizes that preventable fire hazards-including illegal fireworks, backyard campfires, improper disposal of flammable materials, and children playing with matches or lighters pose serious threats to public safety, property, and the environment; and

WHEREAS, improper disposal of hot or smoldering fireworks in plastic or combustible trash receptacles has been identified as a significant and avoidable fire risk; and

WHEREAS, educating children and families on fire prevention techniques and responsible behavior is a proven strategy for building community-wide resilience, reducing injury, and saving lives; and

WHEREAS, collaboration between public safety departments, schools, environmental services providers, and community partners-including waste disposal companies and local businesses is essential to ensuring the success of any fire prevention effort; and

WHEREAS, the City Council has previously established a Subcommittee, comprised of Mayor Lula Davis-Holmes and Councilwoman Arleen B. Rojas, to explore policies and educational programs to reduce illegal and dangerous fire-related activities; and

WHEREAS, the City of Carson wishes to declare May as Fire Prevention Month and implement a Citywide Fire Prevention Education Initiative for all schoolchildren; and

WHEREAS, the City of Carson seeks to implement a city-wide Fire Prevention Education Initiative for school schildren and the broader community, including hosting a Fire Prevention tour featuring public safety demonstrations, educational materials, yourh focused programming, and participation from City departments and community partners, including but not limited to:

- Los Angeles County Fire Department
- Los Angeles County Sheriff's Department
- Local Trash and Recycling Companies
- School Districts and After-School Programs

- Youth Sports and Cultural Organizations
- Neighborhood Watch and HOA groups
- Vendors of Fire Safety Equipment
- Insurance and Emergency Preparedness Providers

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

Section 1. Designation of Fire Prevention Month. The City of Carson hereby proclaims the month of May as Fire Prevention Month, during which focused educational and outreach activities will take place across the City.

Section 2. Citywide Educational Initiative. A Fire Prevention Education Initiative is hereby established to educate K-12 students on fire safety topics including:

- Dangers of illegal fireworks and safe alternatives
- Risks of backyard bonfires and campfires
- Proper disposal of fireworks and hot embers
- Dangers of children playing with matches, lighters, and flammable materials
- Emergency procedures and how to contact first responders

Section 3. School-Based Outreach. The City shall coordinate with all public, charter, and private schools in Carson to host Fire Prevention Education Days during student assemblies. Activities will include:

- Presentations by fire, law enforcement, and code enforcement personnel
- Interactive demonstrations with emergency vehicles
- Distribution of fire safety gift bags

Section 4. Community & Interagency Collaboration. The City shall engage the following stakeholders for participation in Fire Prevention Month activities:

- Los Angeles County Fire Department
- Carson Sheriff's Department
- Code Enforcement Division
- Local, state, and federal elected officials
- Fire prevention and safety companies
- Local refineries and industrial partners
- Licensed trash and waste disposal vendors (including those contracted for residential trash pickup)

Section 5. Educational Materials & Giveaways. Fire prevention educational materials may be distributed to participating students and families, including age-appropriate resources and information on reporting fires and unsafe conditions. Material may include:

- Age-appropriate educational materials
- Fire safety coloring books and brochures
- Reflective wristbands, mini flashlights, stickers, and small toys
- Instructions for reporting fires and unsafe conditions

Section 6. Implementation & Program Management. The City Manager, or designee, shall oversee the planning, coordination, and execution of this initiative, ensuring participation by relevant City departments and agencies.

Section 7. Promotion of Safe Alternatives. The City shall promote safe and legal alternatives to fireworks during patriotic celebrations and engage with community groups to raise awareness about responsible celebration methods.

Section 8. The City Clerk shall certify the adoption of this resolution and shall keep a copy of this resolution on file, and effective as of May 5th, 2026, the same shall be in force and effect.

PASSED, APPROVED, and **ADOPTED** this 5th day of May 2026.

_____

Mayor Lula Davis-Holmes

ATTEST:

_____

Dr, Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

_____

City Attorney

Report to Honorable Mayor and City Council

Tuesday, May 5, 2026, 5:00 PM

CONSENT 22.

To: Honorable Mayor and City Council

From: Roobik Galoosian, Risk Manager HR Risk Management

Subject: CONSIDER APPROVAL OF AMENDMENT NO. 2 TO THE CONTRACT SERVICES AGREEMENT WITH ALLIANT INSURANCE SERVICES, INC. (CONTRACT NO. C-22-070), EXERCISING THE SECOND OPTIONAL ONE-YEAR EXTENSION FOR THE PERIOD JULY 1, 2026 THROUGH JUNE 30, 2027 (CITY COUNCIL)

I. SUMMARY

In 2022, the City Council approved a 3-year contract, with two optional one-year extensions thereafter, with Alliant Insurance Services, Inc. (Alliant) to provide brokerage services and access to the global insurance markets for City's coverages. The costs for exercising each optional extension was pre-negotiated and agreed to as part of the original contract. Since the inception of the contract Alliant has performed well, helping to improve the City's insurance coverages in a cost-effective manner. When the initial three-year term ended on June 30, 2025, City Council approved Amendment No. 1, which extended the contract term for one year for continued services through June 30, 2026, with one remaining one-year option to extend.

Staff is now asking City Council to approve Amendment No. 2 to exercise the City's second and final option to extend the contract term, to allow for continued services for the period of July 1, 2026 through June 30, 2027, at the pre-negotiated cost of $56,275.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE Amendment No. 2 to the Contract Services Agreement with Alliant Insurance Services, Inc., to exercise the second optional one-year extension at a cost of $56,275 (Exhibit No. 3; "Amendment No. 2"); and
2. AUTHORIZE the Mayor to execute Amendment No. 2 following approval as to form by the City Attorney.

III. ALTERNATIVES

TAKE another action the City Council deems appropriate.

IV. BACKGROUND

To protect its assets from accidental loss, the City purchases various lines of insurance including Excess Liability, Auto Liability, Cyber Liability, Fiduciary Liability, Property, Crime and Excess Workers' Compensation. Since 2017, Alliant has served as the City's insurance broker of record. Alliant is well positioned to provide these services because it: 1) provides access to insurance markets only available to large global brokers, thereby ensuring that the City has broad coverage terms at competitive prices; 2) specializes in public entity insurance and pools; and 3) provides services such as claim advocacy, loss control and benchmarking, complementing the City's in-house resources. Alliant's dedicated Public Entity Division serves over 80% of California cities and has a 98% client retention rate.

Moreover, Alliant is the exclusive broker for PRISM, the City's Excess Liability, Excess Workers Compensation and Cyber Liability carrier. If the City were to terminate its relationship with Alliant, all PRISM policies would then be cancelled and replacement policies would have to be negotiated and placed with other carriers. Staff would need to use another broker to market and place these key coverages. The timing for such a change is not ideal due to hard market conditions, and the City's claims experience. Another key consideration is the importance of maintaining continuity of coverage due to significant on-going claims activity.

When the initial three-year term of the contract ended on June 30, 2025, City Council approved Amendment No. 1 to exercise the first of two optional one-year extensions through June 30, 2026. As such, absent a further extension, the contract will expire on June 30, 2026.

Staff is now asking City Council to approve Amendment No. 2, exercising the City's second and final one-year option to extend the contract term. The proposed Amendment No. 2 would extend the term through June 30, 2027, for continued services from July 1, 2026 through June 30, 2027, at a cost of $56,275, thereby increasing the total not to exceed Contract Sum from $209,181 to $265,456.

V. FISCAL IMPACT

The cost of the continued services that would be authorized by Amendment No. 2 is included in the proposed FY 26-27 budget in account: 101-65-653-172-6004.

VI. EXHIBITS

1. Alliant Insurance Services Contract (C-22-070)
2. Amendment No. 1
3. Amendment No. 2

Attachments

C-22-070 - ALLIANT INSURANCE SERVICES 22 MAY 18 (1).pdf
(Alliant Insurance) Amendment No. 1.pdf
(Alliant Insurance) Amendment No. 2 - DRAFT (2114633.2).pdf

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

ALLIANT INSURANCE SERVICES, INC.

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
ALLIANT INSURANCE SERVICES, INC.

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into effective the 1st day of July, 2022 by and between the CITY OF CARSON, a California municipal corporation ("City") and ALLIANT INSURANCE SERVICES, 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 for the Term, including reimbursement for actual expenses, shall not exceed **One Hundred Fifty-Four Thousand Five Hundred Forty-Five Dollars ($154,545)** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8. In the event the City exercises one or both of its options to extend the Term for additional one year periods pursuant to Section 3.4, the compensation for said option period(s) shall be as set forth in Section 3.4 and Exhibit "C."

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

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

2.4 Invoices.

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

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

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

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

3.4 Term.

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

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

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

Lilian Vanvieldt	Senior Vice President
(Name)	(Title)

Courtney Ramirez	First Vice President
(Name)	(Title)
Rennetta Poncy	Senior Vice President
(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 Roobik Galoosian, Risk Manager, or such other person as may be designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

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

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

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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

(a) General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than $1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

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

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than

$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

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

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

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

5.2 General Insurance Requirements.

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

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

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

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

CANCELLATION:

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

[to be initialed] _____
Consultant Initials

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

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

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

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in

connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

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

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

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

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

5.4 Sufficiency of Insurer.

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

agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

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

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without

liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

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

7.3 Retention of Funds.

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Termination Prior to Expiration of Term.

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

7.8 Termination for Default of Consultant.

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

7.9 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

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

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

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

Consultant's Authorized Initials JB

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(s) and year set forth below.

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

Date: _____ ___, 2022

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[brj]

CONSULTANT:

ALLIANT INSURANCE SERVICES, INC., a California corporation

By: _____
Name: Greg Zimmer
Title: President
Date: April 1, 2022

By: _____
Name: Jennifer E. Baumann
Title: EVP, General Counsel, Corporate Secretary
Date: April 1, 2022
Address: 18100 Von Karman Avenue, 10th Floor
Irvine, CA 92612

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(s) and year set forth below.

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

Date: _____ ___, 2022

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[brj]

CONSULTANT:

ALLIANT INSURANCE SERVICES, INC., a California corporation

By:_____
Name: Greg Zimmer
Title: President
Date: April 1, 2022

By:_____
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Title: EVP, General Counsel, Corporate Secretary
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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2022 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 _____, 2022 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

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

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services:

A. Plan Review - Consultant shall review City's current insurance program(s) and provide information and recommendations regarding insured and/or self-insured options, as requested by City, including but not limited to coverage for excess liability, excess Worker's Compensation, property, crime, storage tank liability, volunteer accident, and cyber liability.

B. Insurance Needs Assessment - Consultant shall work with City to determine City's insurance needs.

C. Insurance Marketing Plan - Consultant shall prepare and present to City its plan for marketing City to various carriers and/or Coverage providers. In furtherance of its plan, Consultant shall contact those markets that it has determined most likely to meet City's needs, as made known to Consultant, but shall not necessarily contact every available market for the particular Coverage being sought. Insofar as practical, Consultant shall honor City's timely and reasonable requests to contact specific markets, but Consultant shall not be obligated to present City to any carrier or Coverage provider which Consultant has determined would not be willing to quote City's business or would not give a competitive quote.

D. Insurance Marketing Results - Consultant shall present to the City in summary format information concerning all markets and carriers approached. The summary shall include, as applicable: name of carrier and Coverage providers approached, limits, premium, and deductible. The summary shall also include the names of any carriers or Coverage providers who declined to provide a quote.

E. Review of Insurance Options - Consultant shall present along with the Marketing Results a comparison summary highlighting the significant terms and/or differences among the various Coverages quoted. This summary is provided for City's convenience only. It is City's responsibility to ask questions and to request any additional information that it deems necessary for it to make an informed decision regarding its insurance or self-insurance program.

F. Obtain Coverage - Once the City has made its decision, Consultant shall take all steps necessary to communicate City's decision to the carrier selected and to have the carrier or other Coverage provider bind Coverage on behalf of the City.

G. Implementation - Consultant shall assist City in the preparation and distribution of materials relating to the implementation of its insurance program(s).

H. Ongoing Service - Consultant shall act as a liaison between the City and its insurance carrier or coverage provider.

I. Claim Analyst Advocacy

1. Claim file reviews will consist of carrier oversight to ensure aggressive claim resolution and reserve integrity. Claim file reviews will be no more frequent than quarterly and can be via telephonic/video conference or in-person.

2. Training session no more than twice per year on topics such as basic/advanced workers' compensation, claim reporting, employer level investigation, FEHA/Interactive process, etc.

3. Informational support such as distribution of City Briefings, legislative updates, self-insured assessments, etc.

J. Loss Control Advocacy

1. Liaison between the City and the carrier to ensure City questions are being answered and issues are being resolved.

2. Trend Analysis annually (if workers' compensation loss data is provided by carrier) to determine loss drivers and provide recommendations to reduce frequency and severity.

II. As part of the Services pursuant to Section I of this Exhibit "A", Consultant will prepare and deliver the following tangible work products to the City:

A. Needs assessment Report and summary of insurance options, based on Consultant's plan review, insurance needs assessment, review of insurance options and other services described herein.

B. Summary of insurance marketing results.

C. Trend Analysis annually (if workers' compensation loss data is provided by carrier) to determine loss drivers and provide recommendations to reduce frequency and severity.

D. Loss control assistance, upon City's request.

E. Limited Risk Management services, upon City's request (e.g., safety inspection of new facilities, inspection or appraisal of new vehicles/equipment).

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

A. Annual Stewardship Report

B. Schedule of Insurance Coverage (annually and upon request)

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. Lilian Vanvieldt, Senior Vice President

B. Courtney Ramirez, First Vice President; Lead Broker

C. Rennetta Poncy, Senior Vice President

D. Sandra Omari, Account Manager

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

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

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 ***for three (3) years commencing on July 1, 2022, and expiring on June 30, 2025 ("Term").*** ~~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").~~" ***The City may, at its sole discretion, elect to extend the Term by up to two (2) years, in one (1) year increments, by providing Consultant a written notice of such election thirty (30) days prior to the Term expiration, for an amount not exceeding Fifty-Four Thousand Six Hundred Thirty-Six Dollars ($54,636) for the optional one-year extension period commencing on July 1, 2025, and terminating on June 30, 2026, and Fifty-Six Thousand Two Hundred Seventy-Five Dollars ($56,275) for the optional one-year extension period commencing on July 1, 2026, and terminating on June 30, 2027.***"

II. Section 2.4 ("Invoices") of the Agreement is hereby amended to read in its entirety as follows:

2.4 Invoices

"***Consultant shall, on an annual basis upon or prior to commencement of services for the applicable fiscal year of this Agreement, furnish to City an original invoice for the applicable firm-fixed fees pursuant to Section I of Exhibit "C" in a form approved by City's Director of Finance.*** ~~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***, to the extent applicable,*** 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."

III. Section 2.6 ("Additional Compensation Provisions") is hereby added to the Agreement to read in its entirety as follows:

"*2.6 Additional Compensation Provisions.*

(a) Additional lines of coverage. The Contract Sum takes into account brokerage services of those placements contemplated in this Agreement, including those specified in the City's request for proposals and Consultant's proposal submitted in response thereto. Additionally, the Contract Sum includes brokerage services related to City procuring (if it sees fit to do so) annual special event program insurance, i.e., a City-wide or program-wide blanket coverage that covers all of its listed events. Services for individual special events and vendors/contractors programs are not included within the Contract Sum, as these premiums are paid by the vendor or event holder. Services for additional lines of coverage not included within the Contract Sum as stated above will be provided at no additional charge, except for specialty lines such as creation of an OCIP, parametric product, loss portfolio transfer or captive. Such specialty lines would require a duly approved and executed written amendment to this Agreement and if so authorized would be billed at a commission cap rate of eleven percent (11%).

(b) Alliant Underwriting Services ("AUS"). The Contract Sum does not include AUS who are paid directly from the carriers for providing underwriting services to the APIP, ANML, OEL, NAMP and NALIP programs should the City choose to participate in one of these programs. It also does not include any fees for wholesalers or intermediaries, whose use is deemed necessary and beneficial in the placement of some of the City's insurance programs. Alliant does not own any wholesaler or intermediary firm. Note, the use of wholesalers and/or intermediaries shall be fully disclosed during placement negotiation.

(c) Transparency and Disclosure. During the Term of this Agreement, Consultant shall, upon request, disclose COMMISSIONS, where possible, received by Consultant in connection with any insurance placements on behalf of City under Consultant's "Transparency and Disclosure" policy, a copy of which is made available upon request. Pursuant to its policy, Consultant will conduct business in conformance with all applicable insurance regulations and in advancement of the best interests of its clients. In addition, Consultant's conflict of interest policy precludes it from accepting any form of broker incentives that would result in business being placed with carriers in conflict with the interests of Consultant's clients.

(d) Other Services.

(i) Alliant Specialty Insurance Services (ASIS). In addition to the Contract Sum that Consultant receives, its related entity, Alliant Specialty Insurance Services (ASIS) and its underwriting operations, Alliant Underwriting Services (AUS), may receive compensation from Consultant and/or carriers for providing underwriting services. The financial impact of the compensation received by ASIS is a cost included in the premium. Compensation received by ASIS will be disclosed in writing to City and is agreed to by City as part of the premium. City further acknowledges that Consultant and ASIS maintain an arm's length relationship. City understands that while Consultant represents City as an individual entity, ASIS independently administers its program as a whole and not on behalf of any particular member.

(ii) Alliant Business Services (ABS). Additionally, Consultant's internal operating group, Alliant Business Services (ABS), may receive compensation from Consultant and/or carriers for providing designated, value-added services. Services contracted for by the City directly will be invoiced accordingly. Otherwise, services will be provided at the expense of Consultant and/or the carrier.

(e) <u>Taxes & Fees, Third Party Brokers and Indirect Income.</u> Surplus Lines Fees and Taxes. In certain circumstances, placement of insurance services made by Consultant on behalf of City, with the prior written approval of City, may require the payment of surplus lines assessments, taxes, and/or fees to state regulators, boards, and associations. Such assessments, taxes, and/or fees will be charged to City and identified separately on invoices covering these placements. City shall be responsible for all such assessments, taxes, and fees, whether or not separately invoiced. Consultant shall not be responsible for the payment of any such fees, taxes, or assessments, except to the extent such fees, taxes or assessments have already been collected from City.

(f) <u>Third Party Brokers</u>. Consultant may determine from time to time that it is necessary or appropriate to utilize the services of third party brokers (such as surplus lines brokers, underwriting managers, London market brokers, and reinsurance brokers) to assist in marketing the City insurance PROGRAM. Subject to the provisions herein, these third party brokers may be affiliates of Consultant (e.g., other companies of Consultant that provide services other than those included within the SCOPE OF SERVICES of this Agreement), or may be unrelated third party brokers. Compensation to such third party brokers will not be part of Consultant's Fee and shall not result in additional fees or costs to the City.

(g) <u>Indirect Income</u>. "INDIRECT INCOME" means insurance carrier contingency arrangements. Consultant will accept these compensation incentives from insurers, if any, including contingent commissions, market service agreements (MSA), volume-based commission incentives and rebates on business placed on behalf of City within the SCOPE OF SERVICE of this Agreement. The parties acknowledge that Consultant producers who solicit, negotiate, or place insurance products, or services for clients, including Client, do not negotiate indirect income agreements with the carriers, nor do they receive any portion of the indirect income paid to Consultant. Nonetheless, the client may opt-out of having its premiums included in the calculation of indirect income by accessing the "opt-out" form from the link on Alliant's website: http://alliantinsurnace.com/Legal-Notices/Pages/Disclosure-Policy.aspx. The "opt out" provision applies only to those accounts served directly by Consultant as a retail agent or broker. It does not apply to account placements for which Consultant's role is that of a wholesaler, MGA, or program administrator working with non-Consultant brokers who represent the client. The parties acknowledge that indirect income, if any, is determined by insurance carriers, and if the Client does not opt-out, it remains the carriers' exclusive decision to include or exclude certain premiums in any calculation. The availability of information regarding the make-up of any indirect income payment is at the carrier's discretion."

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the Services set forth in Section I of Exhibit A at the following firm-fixed annual fees, provided that in the event this Agreement is terminated prior to expiration of any fiscal year for which Services were paid in advance pursuant to this Section and/or Section 2.4, the City shall be entitled to a pro-rated refund representing the portion of the fiscal year in which the Services were not rendered, which refund shall be paid to City within 30 days of the effective date of termination of the Agreement:

		RATE
A.	Fiscal Year commencing on July 1, 2022 and terminating on June 30, 2023	$50,000
B.	Fiscal Year commencing on July 1, 2023 and terminating on June 30, 2024	$51,500
C.	Fiscal Year commencing on July 1, 2024 and terminating on June 30, 2025	$53,045
	TOTAL:	**$154,545**
D.	*Optional at City's election – Fiscal Year commencing on July 1, 2025 and terminating on June 30, 2026*	*$54,636*
E.	*Optional at City's election – Fiscal Year commencing on July 1, 2026 and terminating on June 30, 2027*	*$56,275*

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

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

III. **The total compensation for the Services shall not exceed $154,545 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:

		Beginning Date	Ending Date *(unless extended in accordance with Section 3.4)*
A.	Insurance Brokerage Services as described in Section I of Exhibit "A" (ongoing basis)	July 1, 2022	June 30, 2025

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

A. Needs assessment Report and summary of insurance options, based on Consultant's plan review, insurance needs assessment, review of insurance options and other services described herein, to be delivered to the City no later than May 1 of each year during the Term of the Agreement.

B. Summary of insurance marketing results, to be delivered to the City annually, to be delivered to the City no later than May 1 of each year during the Term of the Agreement.

C. Trend Analysis (if workers' compensation loss data is provided by carrier) to determine loss drivers and provide recommendations to reduce frequency and severity, to be delivered to the City annually, to be delivered to the City no later than May 1 of each year during the Term of the Agreement.

D. Loss control assistance - per City's request.

E. Limited Risk Management services - per City's request.

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

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 ALLIANT INSURANCE SERVICES, INC., a California corporation ("Consultant") is effective as of the 1st day of July, 2025.

RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated July 1, 2022 ("Agreement"), whereby Consultant agreed to provide insurance brokerage related Services.

B. City and Consultant now desire to amend the Agreement to incorporate and formalize the City's election to exercise its first option to extend the Agreement Term by one year to provide for continued Services from July 1, 2025 through June 30, 2026, in exchange for compensation in the amount of $54,636 for Services for the one year extension period, thereby increasing the Contract Sum from $154,545 to $209,181.

TERMS

1. **Contract Changes**. The Agreement is amended as provided herein (~~strikethrough~~ represents deleted language while ***bold italics*** represents added language).

A. Section 2.1 (Contract Sum) is hereby amended as follows:

"2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation for the Term, including reimbursement for actual expenses, shall not exceed ***Two Hundred Nine Thousand One Hundred Eighty-One Dollars ($209,181)*** ~~**One Hundred Fifty-Four Thousand Five Hundred Forty-Five Dollars ($154,545)**~~ (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8. In the event the City exercises ~~one or both of~~ its options to extend the Term for ***an*** additional one year periods pursuant to Section 3.4, the compensation for said option period~~(s)~~ shall be as set forth in Section 3.4 and Exhibit "C.""

B. Section 3.4 (Term) is hereby amended as follows:

"3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect for ***four (4)*** ~~three (3)~~

years commencing on July 1, 2022, and expiring on June 30, ***2026*** ~~2025~~ ("Term"). The City may, at its sole discretion, elect to extend the Term by up to ***one (1) year*** ~~two (2) years~~, in ***a*** one (1) year increments~~,~~ by providing Consultant a written notice of such election thirty (30) days prior to the Term expiration, for an amount not exceeding ~~Fifty-Four Thousand Six Hundred Thirty-Six Dollars ($54,636) for the optional one-year extension period commencing on July 1, 2025 , and terminating on June 30, 2026, and~~ Fifty-Six Thousand Two Hundred Seventy-Five Dollars ($56,275) for the optional one-year extension period commencing on July 1, 2026, and terminating on June 30, 2027."

C. Section I of Exhibit "C" (Schedule of Compensation) is hereby amended as follows:

"I. Consultant shall perform the Services set forth in Section I of Exhibit A at the following firm-fixed annual fees, provided that in the event this Agreement is terminated prior to expiration of any fiscal year for which Services were paid in advance pursuant to this Section and/or Section 2.4, the City shall be entitled to a prorated refund representing the portion of the fiscal year in which the Services were not rendered, which refund shall be paid to City within 30 days of the effective date of termination of the Agreement:"

		RATE
A.	Fiscal Year commencing on July 1, 2022 and terminating on June 30, 2023	$50,000
B.	Fiscal Year commencing on July 1, 2023 and terminating on June 30, 2024	$51,500
C.	Fiscal Year commencing on July 1, 2024 and terminating on June 30, 2025	$53,045
D.	***Fiscal Year commencing on July 1, 2025 and terminating on June 30, 2026***	***$54,636***
	TOTAL:	***$209,181*** ~~$154,545~~
~~**D.**~~	~~*Optional at City's election – Fiscal Year commencing on July 1, 2025 and terminating on June 30, 2026*~~	~~*$54,636*~~
E.	*Optional at City's election – Fiscal Year commencing on July 1, 2026 and terminating on June 30, 2027*	*$56,275*"

D. Section III of Exhibit "C" (Schedule of Compensation) is hereby amended as follows:

"III. The total compensation for the Services shall not exceed ***$209,181*** ~~$154,545~~ as provided in Section 2.1 of this Agreement."

E. Section I of Exhibit "D" (Schedule of Performance) is hereby amended as follows:

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

		Beginning Date	Ending Date *(unless extended in accordance with Section 3.4)*
A.	Insurance Brokerage Services as described in Section I of Exhibit "A" (ongoing basis)	July 1, 2022	June 30, ***2026*** ~~2025~~"

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. **Authority.** The persons executing this Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

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

CONSULTANT:

ALLIANT INSURANCE SERVICES, INC., a California corporation

By: _____
Name: James Pitaro
Title: Senior Vice President

By: _____
Name: Ilene Anders
Title: Chief Financial Officer
Address: 18100 Von Karman 10th Floor, Irvine, CA 92612

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

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

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

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

CONSULTANT:

ALLIANT INSURANCE SERVICES, INC., a California corporation

By: _____
Name: James Brown
Title: Senior Vice President

By: Ilene Anders
Name: Ilene Anders
Title: Chief Financial Officer
Address: 18100 Von Karman 10th Floor, Irvine, CA 92612

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF ~~LOS ANGELES~~ Orange

On April 23, 2025 before me, Jessica Alvarado, Notary Public; personally appeared Janice Diem, 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: Jessica Alvarado

JESSICA ALVARADO
Notary Public - California
Orange County
Commission # 2510311
My Comm. Expires Jan 21, 2029

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~~ Texas

COUNTY OF ~~LOS ANGELES~~ Dallas

On May 2nd, 2025 before me, Quazi Md Ziaul Hoque, personally appeared Ilene Michelle Anderson, 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~~ Texas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Quazi Md Ziaul Hoque

NOTARY PUBLIC STATE OF TEXAS

Quazi Md Ziaul Hoque

ID NUMBER
132818593
COMMISSION EXPIRES
December 10, 2028

Electronically signed and notarized online using the Proof platform.

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 TO THE AGREEMENT FOR CONTRACT SERVICES ("Amendment No. 2") by and between the CITY OF CARSON, a California municipal corporation ("City") and ALLIANT INSURANCE SERVICES, INC., a California corporation ("Consultant") is effective as of the ____ day of _____, 2026. City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated July 1, 2022 ("Agreement"), whereby Consultant agreed to provide insurance brokerage related Services.

B. On July 1, 2025, City and Consultant entered into an amendment to the Agreement ("Amendment No. 1") to incorporate and formalize the City's election to exercise its first option to extend the Agreement Term by one year for continued Services from July 1, 2025 through June 30, 2026, in exchange for compensation in the amount of $54,636 for Services for the one-year extension period, thereby increasing the Contract Sum from $154,545 to $209,181.

C. City and Consultant now desire to amend the Agreement to incorporate and formalize the City's election to exercise its second and final option to extend the Agreement Term by an additional one year for continued Services from July 1, 2026 through June 30, 2027, in exchange for compensation in the amount of $56,275 for Services for the one-year extension period, thereby increasing the Contract Sum from $209,181 to $265,456.

TERMS

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

2. **Contract Changes**. The Agreement is amended as provided herein (~~strikethrough~~ represents deleted language while ***bold italics*** represents added language).

A. Section 2.1 (Contract Sum) is hereby amended as follows:

"2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation for the Term, including reimbursement for actual expenses, shall not exceed ***Two Hundred Sixty-Five Thousand Four Hundred Fifty-Six Dollars ($265,456)*** ~~Two Hundred Nine Thousand One~~

~~Hundred Eighty-One Dollars ($209,181)~~ (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8. ~~In the event the City exercises its option to extend the Term for an additional one year period pursuant to Section 3.4, the compensation for said option period shall be as set forth in Section 3.4 and~~ Exhibit "C."~~"~~

B. Section 3.4 (Term) is hereby amended as follows:

"3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect for ***five (5)*** ~~four (4)~~ years commencing on July 1, 2022, and expiring on June 30, ***2027*** ~~2026~~ ("Term"). ~~The City may, at its sole discretion, elect to extend the Term by up to one (1) year, in a one (1) year increment, by providing Consultant a written notice of such election thirty (30) days prior to the Term expiration, for an amount not exceeding Fifty-Six Thousand Two Hundred Seventy-Five Dollars ($56,275) for the optional one-year extension period commencing on July 1, 2026, and terminating on June 30, 2027.~~"

C. Section I of Exhibit "C" (Schedule of Compensation) is hereby amended as follows:

"I. Consultant shall perform the Services set forth in Section I of Exhibit A at the following firm-fixed annual fees, provided that in the event this Agreement is terminated prior to expiration of any fiscal year for which Services were paid in advance pursuant to this Section and/or Section 2.4, the City shall be entitled to a prorated refund representing the portion of the fiscal year in which the Services were not rendered, which refund shall be paid to City within 30 days of the effective date of termination of the Agreement:

		RATE
A.	Fiscal Year commencing on July 1, 2022 and terminating on June 30, 2023	$50,000
B.	Fiscal Year commencing on July 1, 2023 and terminating on June 30, 2024	$51,500
C.	Fiscal Year commencing on July 1, 2024 and terminating on June 30, 2025	$53,045
D.	Fiscal Year commencing on July 1, 2025 and terminating on June 30, 2026	$54,636
E.	***Fiscal Year commencing on July 1, 2026 and terminating on June 30, 2027***	***$56,275***

	TOTAL:	***$265,456*** ~~$209,181~~
~~E.~~	~~*Optional at City's election – Fiscal Year commencing on July 1, 2026 and terminating on June 30, 2027*~~	~~*$56,275*~~"

D. Section III of Exhibit "C" (Schedule of Compensation) is hereby amended as follows:

"III. The total compensation for the Services shall not exceed ***$265,456*** ~~$209,181~~ as provided in Section 2.1 of this Agreement."

E. Section I of Exhibit "D" (Schedule of Performance) is hereby amended as follows:

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

		Beginning Date	Ending Date ~~*(unless extended in accordance with Section 3.4)*~~
A.	Insurance Brokerage Services as described in Section I of Exhibit "A" (ongoing basis)	July 1, 2022	June 30, ***2027*** ~~2026~~"

3. **Continuing Effect of Agreement.** Except as amended by Amendment No.1 and this Amendment No. 2, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 2, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment No. 1 and this Amendment No. 2 to the Agreement.

4. **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.

5. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 2.

6. **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.

7. **Counterparts.** This Amendment No. 2 may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Amendment No. 2.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 on the date and year first-above written.

CITY:

CITY OF CARSON, a 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]

CONSULTANT:

ALLIANT INSURANCE SERVICES, INC., a California corporation

By:_____
Name:
Title:

By:_____
Name:
Title:
Address: 18100 Von Karman
10th Floor
Irvine, CA 92612

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 _____, 2026 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 _____, 2026 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

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

_____

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

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

Report to Honorable Mayor and City Council

Tuesday, May 5, 2026, 5:00 PM

CONSENT 23.

To: Honorable Mayor and City Council

From: Margie Revilla , PIO Manager CMO PIO

Subject: CONSIDER A CONTRACT SERVICES AGREEMENT WITH HAWKE MEDIA FOR THE DEVELOPMENT AND IMPLEMENTATION OF A PLACE-MAKING, IDENTITY, AND INTEGRATED MARKETING STRATEGY (CITY COUNCIL)

I. SUMMARY

The City issued a Request for Proposals (RFP 26-003) for a Place-Making, Identity, and Integrated Marketing Strategy in March 2026, and one response was received in April 2026 (Exhibit 1). An internal review panel evaluated the submission and determined that the proposal from Hawke Media met the City's requirements. Hawke Media demonstrates the necessary qualifications, including municipal experience, expertise with global events, and multilingual capabilities, and is currently engaged in government-related work. (Proposal is Exhibit 2, Contract is Exhibit 3).

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE a Contract Services Agreement with Hawke Media for the development and implementation of a citywide communications plan in an amount not to exceed $79,500; and
2. AUTHORIZE the Mayor to execute the agreement and any related documents, subject to approval as to form by the City Attorney.

III. ALTERNATIVES

TAKE another action the City Council deems appropriate, subject to and consistent with the requirements of the City's Purchasing Ordinance.

IV. BACKGROUND

Effective communication between the City and its residents, businesses, and stakeholders is essential to ensure transparency, public engagement, and awareness of City programs and services. As communication platforms and public expectations continue to evolve, the City seeks to modernize and enhance its outreach strategies.

Currently, the City's communications efforts are distributed across departments and lack a unified, strategic framework. A comprehensive citywide communications plan will provide consistency in messaging, improve public access to information, and strengthen community trust.

Hawke Media is a full-service marketing and communications firm with experience in developing data-driven communication strategies for public and private sector clients.

The proposed agreement with Hawke Media includes the development and implementation of a citywide communications plan tailored to the City's needs. Key components of the scope of work include:

- Assessment of existing communication channels and practices
- Stakeholder engagement and needs analysis
- Development of a strategic communications framework
- Branding and messaging recommendations
- Digital and social media strategy
- Implementation roadmap with measurable performance metrics

Hawke Media will work collaboratively with City staff to ensure that the plan reflects community priorities and aligns with organizational goals. The resulting plan is expected to improve outreach effectiveness, increase community engagement, and enhance the City's overall public presence.

The selection of Hawke Media was based on their qualifications, experience, and ability to deliver comprehensive communications solutions within the City's budget and timeline. The contract will be for a not to exceed amount of $79,500 for a term of one year.

V. FISCAL IMPACT

The total cost of the agreement will not exceed $79,500. Funding for this service is available in the current fiscal year budget in account no. 101-50-504-101-6004. No additional appropriation is required.

VI. EXHIBITS

1. RFP 26-003 - Place-Making, Identity, and Integrated Marketing Strategy
2. Proposal
3. Contract Service Agreement

Attachments

RFP 26-003 PACKET.pdf

Hawke_Media_Proposal_Carson.pdf

(Hawke Media) Agreement for Services - 2026 (2121751.1).pdf

CITY OF CARSON

NOTICE OF REQUEST FOR PROPOSALS (RFP): #26-003

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

PLACE-MAKING, IDENTITY, AND INTEGRATED MARKETING STRATEGY

ISSUE DATE:	**03/12/2026**
VIRTUAL PRE-PROPOSAL MEETING (OPTIONAL):	**03/25/2026 at 10:00AM**
Q&A DEADLINE:	**03/26/2026 by 2:00 PM**
RFP DEADLINE:	**04/09/2026 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. Attempts to contact or lobby members of the City of Carson Staff or its Elected Officials during the bidding and evaluation period may result in disqualification. If a job walk, site visit, or pre-bid/pre-proposal meeting is designated as Mandatory above, attendance and sign-in are required for bid eligibility. If designated as Optional, attendance is encouraged.

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 seeking qualified firms to develop and implement a comprehensive Five-Year Strategic Communications, City Television, Digital Media Innovation, and Integrated Marketing Roadmap. The City's goal is to operate as a modern municipal media organization—delivering high-quality, accessible, and engaging content across broadcast, digital, and emerging platforms.

The Roadmap will guide the evolution of municipal communications, including expanded City-owned television channels, streaming platforms, short-form video storytelling, and original content production to meet contemporary audience expectations.
This RFP establishes a unified communications strategy governing both internal and external communications across all levels of the organization, including the Mayor and Elected Officials, City Council, City Manager and Executive Leadership, departments, divisions, boards, commissions, and affiliated programs.

The final strategy must reflect national municipal best practices while being tailored to Carson's governance structure, community diversity, and identity as *The Jewel of the South Bay*.

This solicitation may result in a single award or multiple awards, at the sole discretion of the City, based on proposer qualifications, expertise, capacity, and the City's evolving needs. The City anticipates awarding within 90 days of the proposal deadline; however, additional time may be required to complete a thorough evaluation and negotiation process. The anticipated contract term is a short-term engagement of approximately six (6) to nine (9) months, with a target initiation date of March 2026. The City reserves the right to adjust this timeline at its discretion.

Attachments:

Appendix A – City of Carson PIO Style Guide (includes City Seal and Marketing Logo)
Appendix B – City of Carson Strategic Communications Plan (2023)
Appendix C – City of Carson Event Center Marketing Plan (2023)
Exhibit A – Required General Attachments
Exhibit B – City's Form Contract Template (For reference only)
Exhibit C – Cost File

B. BACKGROUND

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.

C. GENERAL RFP POLICIES

The City of Carson reserves the right to modify this Request for Proposals (RFP) 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 RFP.

Proposals 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.

Proposals may be withdrawn without penalty prior to the deadline by selecting the "Withdraw" option on Planet Bids. Once the deadline has passed and proposals 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 proposal due date; however, additional time may be required to complete a thorough evaluation and negotiation process.

Unless otherwise stated, all proposal documents must be submitted in PDF format. It is the sole responsibility of the proposer 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), proposers must contact PlanetBids directly at (818) 992-1771. All questions or requests for clarification regarding this RFP must be submitted electronically through PlanetBids by the deadline specified in the RFP. Direct contact with City personnel or elected officials regarding this RFP is strictly prohibited. Any response not provided through PlanetBids is considered unauthorized and invalid.

Proposers are solely responsible for ensuring timely submission. Late proposals will not be accepted—no exceptions. A confirmation number with timestamp will be issued by PlanetBids upon successful submission. Only proposals with a verified timestamp will be considered.

This RFP 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.

This solicitation is issued pursuant to Section 2611 of the Carson Municipal Code (CMC) governing Professional Services Procurement and/or Competitive Proposals. In accordance with CMC Section 2611(h), no Notice of Intent to Award is required for contracts awarded under this Section. The City may, at its sole discretion, issue a courtesy notice of intent to award; however, such notice shall not create any right, entitlement, or protest opportunity not otherwise provided by the Carson Municipal Code.

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.

D. CITY'S RIGHTS RESERVED

The City reserves the right, at its sole discretion to:

1. Accept or reject any or all proposals, in whole or in part, and to waive any informalities or irregularities in the proposals.
2. Request clarification, correction, or additional information from any proposer regarding their submittal.
3. Conduct interviews or presentations with one or more of the highest-ranked proposers prior to making a final selection.
4. Reject non-conforming, non-responsive, or conditional proposals including any proposer who has previously failed to perform properly, has a record of noncompliance with contract requirements, or has engaged in conduct that may affect the proposer's ability to perform responsibly;
5. Reissue the RFP, in whole or in part, or issue a modified solicitation as deemed necessary.
6. Select the proposal that best meets the City's needs and represents the best overall value.
7. Negotiate contract terms, including scope, schedule, and compensation, with the tentatively selected proposer(s).
8. Award a contract or contracts based solely on written proposals, without interviews; and
9. Modify or clarify evaluation criteria or procedures prior to commencing the evaluation process, with appropriate notice to all proposers.
10. Award contracts to more than one proposer if such action is determined to be advantageous to the City.
11. Withhold award or not award a contract if the proposals received do not meet the City's needs, if funding changes, or if the City's needs change.
12. Take any action it deems necessary to protect the City's interests, including actions not specifically described in this section but permitted by law; and to
13. Cancel, postpone, or extend the RFP process at any time prior to contract award, without liability of obligation to any proposer.

E. PROPOSAL SUBMISSION

All proposals in response to this RFP must be submitted electronically via PlanetBids no later than the due date and time established on the cover page of this solicitation document. All proposal submission documents must be signed and dated by an official authorized to legally bind the entity and enter into a contract. All proposal 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 proposal being deemed nonresponsive. All proposals shall include the following, at minimum:

1. <u>Required Proposal Sections</u> – Proposals shall not exceed 20 pages, Cost File and Required General Attachments are not to be included in the proposal page limit.

- ☐ **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.
- ☐ **Proposer Qualifications** – Summarize the qualifications of the Proposer. 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 Proposal, or a substitution has been approved in writing by the City's Contracting Officer in advance of work performed.

2. <u>Cost File</u> – Attached as Exhibit C

☐ **Cost File**

All cost information must be:

- Completed using the official Cost File form provided (**Attached as Exhibit C**)
- Entered directly into the PlanetBids system as line items, if applicable.

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. <u>Required General Attachments</u> – Attached as Exhibit A

- ☐ **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)**

- Proposers 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 proposer 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 proposer.

F. 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 RFP and/or standard form Contract Services Agreement (Attached as Exhibit B) must be included at the time of proposal submission. Such requests should include an attachment in PDF format or company letterhead that shows the requested modifications.

The City will provide formal answers to all questions. Change to the RFP 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 RFP document requiring both signature and acknowledgment by the proposer. It is the sole responsibility of the bidder to ensure that they have received the entire RFP including any questions, answers, and addenda by visiting the City of Carson Planet Bids 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

G. MINIMUM QUALIFICATIONS/ELIGIBILITY

All proposers must meet the following requirements, at minimum:

☐ Proposers should demonstrate:

- ☐ Experience working with municipal or government agencies
- ☐ Experience supporting major global or national events
- ☐ Ability to operate within public-sector timelines and approval processes
- ☐ Experience working with diverse urban communities
- ☐ Familiarity with California municipal environments is preferred

☐ **Insurance**: The proposer must meet the insurance requirements outlined in Exhibit A of this RFP.

☐ **Compliance with Local Business Requirements**: The proposer must be qualified to conduct business within the City of Carson, including maintaining a valid City business license and the required insurance coverage for the duration of the contract. A valid City business license and certificate of insurance are only required of the selected awardee and must be obtained prior to contract award. It is not required at the time of proposal submission.

☐ **OPTIONAL: Attend the Pre-Proposal Meeting: March 25, 2026, at 10:00AM via TEAMS**

Microsoft Teams meeting

Join:

https://teams.microsoft.com/meet/21791231131430?p=MrhrwIriMLbVzWGEvB

Meeting ID: 217 912 311 314 30

Passcode: 3cF3G4m3

Dial in by phone:

+1 323-647-8603,,651505469#

Phone conference ID: 651 505 469#

H. PREVAILING WAGES REQUIREMENTS

It is the sole responsibility of the proposer to carefully review the scope of work and determine whether any portion of the work is subject to prevailing wage requirements. The proposer shall include any associated labor costs accordingly in their proposal.

Proposers 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.

The City shall not be responsible for any additional costs incurred due to a proposer's failure to consider or comply with prevailing wage requirements, if applicable.

I. PROPOSAL OPENING, DOCUMENT REVIEW, AND AWARD OF CONTRACT

Proposals will be evaluated on the basis of the responsiveness to all requirements and provisions of this RFP.

Unless all proposals are rejected, the award shall be made in accordance with the Carson Municipal Code (CMC) Section 2611(c) Professional Services Procurement and/or 2611(b) Competitive Proposals.

An evaluation panel, consisting of City staff and/or other individuals selected by City staff, will review and evaluate all timely and responsive proposals. The City will negotiate the final scope and fee with the highest-ranked proposer. If negotiations fail to produce an agreement, the City may then negotiate with the next highest-ranked proposer.

The evaluation process may include 1 or 2 phases, at the City's discretion:

Phase 1 – Proposal Review (Mandatory)

In Phase 1, proposals will be scored based solely on the written submissions according to the following criteria:

Criteria		Maximum Points
Qualifications and Experience	Demonstrated competence and qualifications of the firm and key personnel.	30
Understanding of Scope and Approach	Demonstrated understanding of the City's needs, applicable laws, and best practices in requested services. Quality, creativity, and feasibility of the proposed approach and work plan.	25
Project Management and Schedule	Quality and clarity of the proposed project management approach, timeline, and staffing plan to meet deliverable deadlines.	15
Cost Proposal	Reasonableness of proposed costs relative to the scope, level of effort, and market conditions. Cost will not be the sole determining factor.	20
References and Past Performance		10
Total Points Possible		100

Phase 2 – Interview/Presentations (Optional)

If deemed necessary, the City may conduct interviews or oral presentations with the highest-scoring firms from Phase 1. The results of Phase 2, combined with the Phase 1 evaluation, will be used to finalize the proposer rankings. The City reserves the right to conduct Phase 2 evaluations or proceed to contract negotiation based solely on the written proposals.

SCOPE OF SERVICES
RFP 26-003
PLACE-MAKING, IDENTITY, AND INTEGRATED MARKETING STRATEGY

I. PURPOSE

The City is soliciting proposals from qualified strategic communications, marketing, media innovation, and public sector engagement firms to develop and implement a comprehensive Five-Year Strategic Communications, City Television, digital Media Innovation, and Integrated Marketing Roadmap. The City of Carson aims to function as a modern municipal media organization—producing high-quality, accessible, and engaging content across television, digital, and emerging platforms. This Roadmap shall specifically address the evolution of municipal communications, digital multimedia and television programming, including the expansion of City-owned broadcast channels, streaming platforms, short-form video storytelling, and original content production to meet modern audience expectations

This RFP establishes a single, unified communications strategy that governs external and internal communications across all levels of the organization, including:

- Mayor and Elected Officials
- City Council
- City Manager and Executive Leadership
- Departments and Divisions
- Boards, Commissions, and Affiliated Programs

The Strategic Roadmap shall reflect national municipal best practices while being fully customized to Carson's scale, governance, diversity, and identity as The Jewel of the South Bay.

II. CONTRACT TERM

The anticipated contract term is a short-term engagement ranging from approximately six (6) to nine (9) months, with a target initiation date of March 2026. The City reserves the right to adjust this timeline at its discretion.

III. CITYWIDE COMMUNICATIONS VISION

The City seeks to build a communications ecosystem that:

- Strengthens municipal brand identity and civic pride
- Improves transparency and public trust
- Supports economic development and tourism
- Enhances crisis readiness and rapid response capability
- Ensures accessibility, multilingual reach, and inclusion
- Uses data and analytics to drive decisions
- Creates consistency across elected leadership, executive leadership, and operational departments
- Expands civic storytelling through long-form, short-form, and live broadcast content
- Positions the City of Carson as a trusted, modern content producer through municipal television, digital storytelling, and on-demand video platforms

IV. FIVE-YEAR ROADMAP PHASE STRUCTURE

The consultant shall develop a phased roadmap covering five years.

TASK 1 : FOUNDATION, ASSESSMENT, AND BRAND ASSET VALIDATION

1.1 Brand and Communications Assessment

- Organization-wide brand identity assessment
- Communications and marketing inventory across all departments
- Evaluation of existing workflows and approval structures

1.2 Brand Asset Validation Requirements

The consultant shall evaluate and provide recommendations regarding:

- ADA and digital accessibility compliance (WCAG standards)
- Multilingual adaptability, including Spanish and other priority languages
- Regional and national media representation gaps
- Earned vs. Owned vs. Social media presence benchmarking against peer cities
- Regional media engagement strategy to increase placement and coverage

1.3 Brand Messaging and Architecture

The consultant shall develop:

- A social media messaging matrix (captions, hashtags, campaign slogans)
- Tone guidance including "Do / Don't" standards for:
    - Celebratory messaging
    - Official announcements
    - Emergency and crisis communications

1.4 Governance and Intake Framework

- Citywide intake and review workflow for communications and branding requests
- Department submission process
- Approval routing and service-level timelines
- Alignment with Multimedia Division and City Manager's Office

TASK 2 : STRATEGIC POSITIONING AND GLOBAL EVENT READINESS

2.1 Global Event Positioning Strategy

- Messaging strategy for global and national events
- Crisis-response and rapid-response messaging protocolsSocial media misinformation and rumor response guidance
- Live, delayed, and on-demand programming guidance
- Cross-platform distribution plans (TV, YouTube, social, website)

2.2 Tourism and Digital Place-Making Strategy

Platform-by-platform strategy requirements:

- Instagram strategy
- TikTok strategy
- Youtube strategyLinkedIn strategy
- City App strategy
- Facebook strategy

Required components:

- Short-form video strategy (Reels, TikTok, Shorts)
- Creator and influencer partnership guidance
- Recommended content cadence (daily / weekly / monthly)

2.3 Leadership and Government Communications

The roadmap must include communication strategies tailored to:

- Mayor and Council communications

- Executive leadership messaging
- Department-level operational communications
- Community meeting and public hearing communications

TASK 3 : IMPLEMENTATION, ASSET DEVELOPMENT, AND TRAINING

3.1 High-Priority Asset Development

All deliverables must:

- Be provided in fully editable formats
- Be owned by the City of Carson
- Include templates usable by non-design staff
- Assets shall be suitable for both broadcast television and digital distribution.

Assets may include:

- Social media templates
- Presentation templates
- Video graphics packages
- Broadcast motion graphics and lower-third packages
- Standardized on-screen branding for meetings and events
- Campaign toolkits
- Press Release templates

3.2 Workforce Training and Adoption

- Social media and communications training for staff
- Crisis communications training
- Elected official communications support guidance

TASK 4 : MEDIA INNOVATION, EXPANSION, AND PARTNERSHIPS

The consultant shall:

- Evaluate emerging technologies (AR, VR, immersive media)
- Pilot virtual tours and digital experiences
- Develop interactive campaigns and digital tools
- Expand City video programming and storytelling
- Partner with universities, tech organizations, and media producers

Community engagement initiatives may include:

- Crowdsourced media projects
- Youth and student content initiatives
- AR-enhanced civic education experiences

TASK 5 : MEASUREMENT, LEGACY, AND POST-EVENT SUSTAINABILITY

5.1 Performance Measurement and Reporting

The consultant shall develop:

- Monthly or quarterly reporting templates
- Pre-event baseline measurement
- During-event real-time metrics
- Post-event impact and legacy measurement models
- Television viewership metrics (where available)

5.2 Post-Event Legacy Strategy

The roadmap shall define:

- How assets and messaging remain usable beyond major events
- How community engagement momentum is sustained
- Long-term brand and economic impact measurement

V. DIGITAL PRESENCE AND SOCIAL MEDIA MANAGEMENT

The consultant shall implement:

- Comprehensive content calendars
- DEI and cultural recognition calendars
- Social listening using tools such as Hootsuite
- Community engagement and customer service protocols
- Live streaming standards
- Influencer and community partner collaboration
- Accessibility-compliant content standards
- Municipal television content planning and scheduling
- Live and recorded broadcast standards
- Cross-promotion between television and social platforms

VI. INTERNAL COMMUNICATIONS AND ORGANIZATIONAL ALIGNMENT

The consultant shall create communications frameworks addressing:

- Mayor and Council communications strategy
- Executive leadership communications alignment
- Department and division communications coordination
- Crisis escalation and approval protocols
- Brand ambassador program development

VII. IMPLEMENTATION FRAMEWORK REQUIREMENTS

The final plan must include:

- Five-year implementation roadmap
- Staffing models and budget ranges
- Governance and accountability structures
- KPI dashboards and reporting models

VIII. DELIVERABLES

The selected consultant shall deliver:

1. Five-Year Strategic Communications Roadmap
2. Brand and messaging architecture
3. Platform-specific social media strategies
4. Media innovation pilot frameworks
5. Training materials and governance standards
6. Measurement and reporting dashboards
7. GAP analysis of City's current communications strategies

IX. OUTCOME

The City of Carson seeks a forward-looking, measurable, and sustainable communications strategy that establishes Carson as a leader in municipal communications, innovation, transparency, and inclusive community engagement.

X. REVIEW AND ACCEPTANCE

All work products are subject to review and acceptance by the City. The Consultant must revise any work that is not satisfactory without additional charge until it is accepted by the City.

Purchasing Division
701 E. Carson Street
Carson, CA 90745

EXHIBIT A

GENERAL ATTACHMENTS

Exhibit A contains the City's required forms and attachments. All forms must be completed and submitted; failure to do so may result in disqualification.

- ☐ Bidder/Proposer Affidavit
- ☐ Affidavit of Non-Collusion and Non-Discrimination
- ☐ Affidavit of Non-Federal Lobbyist Requirement
- ☐ Debarment and Suspension Certification
- ☐ Acknowledgment of Insurance Endorsements
- ☐ Client Reference List
- ☐ Certification of Compliance with Labor Code Section 3700
- ☐ W9

Purchasing Division
701 E. Carson Street
Carson, CA 90745

Bidder/Proposer Affidavit

Bidder/Proposer Name: _____

Mailing Address: _____

_____

Main Contact & Title: _____

Email: _____ Phone: _____

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: _____ Signature:_____

Date: _____ Date: _____

Name: _____ Name: _____

Title: _____ 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:_____

Date: _____

Name: _____

Title: _____

Purchasing Division
701 E. Carson Street
Carson, CA 90745

Affidavit of Non-Federal Lobbyist Requirement

Name of Firm: _____

Address: _____

_____

Telephone: _____

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:_____

Date: _____

Name: _____

Title: _____

Purchasing Division
701 E. Carson Street
Carson, CA 90745

Debarment and Suspension Certification

Name of Firm: _____

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:_____

Date: _____

Name: _____

Title: _____

Purchasing Division
701 E. Carson Street
Carson, CA 90745

Acknowledgment of Insurance Endorsements

In recognition of _____ ("Company") having submitted a proposal or bid to the City of Carson IFB/RFP/RFQ #_____, dated _____, 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

_____ _____

Name of Insurer [Print] Name, Title [Print]

_____ _____

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: _____

1. Client Name: _____

Address: _____

Contact: _____ Email: _____

Project Description: _____

Project Start: _____ Project End: _____

Project Budget: _____

2. Client Name: _____

Address: _____

Contact: _____ Email: _____

Project Description: _____

Project Start: _____ Project End: _____

Project Budget: _____

3. Client Name: _____

Address: _____

Contact: _____ Email: _____

Project Description: _____

Project Start: _____ Project End: _____

Project Budget: _____

Authorized Official:

Signature: _____

Date: _____

Name: _____

Title: _____

City of Carson
Purchasing Division
701 E. Carson Street
Carson, CA 90745

Certification of Compliance with Labor Code Section 3700

Name of Firm: _____

Acting on behalf of the above-named firm ("Consultant") as its Authorized Official, I, the undersigned, certify as follows:

Consultant is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the work under any contract awarded in response to Consultant's proposal.

CONSULTANT

By: _____

Title: _____

Date: _____

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.

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.

Purchasing Division
701 E. Carson Street
Carson, CA 90745

EXHIBIT B

CITY FORM CONTRACT

Exhibit B contains the City's standard contract template, provided for reference. Proposers seeking modifications must submit a redlined version with their proposal for the City's consideration. Award is contingent upon successful negotiations; if agreement cannot be reached, the City may proceed with another proposer.

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 _____, 2024 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.

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 _____ 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; (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:

_____

(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 _____, 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 the City as previously stated.

7.9 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of

this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification

of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

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

Consultant's Authorized Initials _____

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF CARSON, a municipal corporation

_____

, Mayor

ATTEST:

_____

Dr. Khaleah K. Bradshaw, 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 _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services:

A.

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:

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)

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.

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**	_____	_____

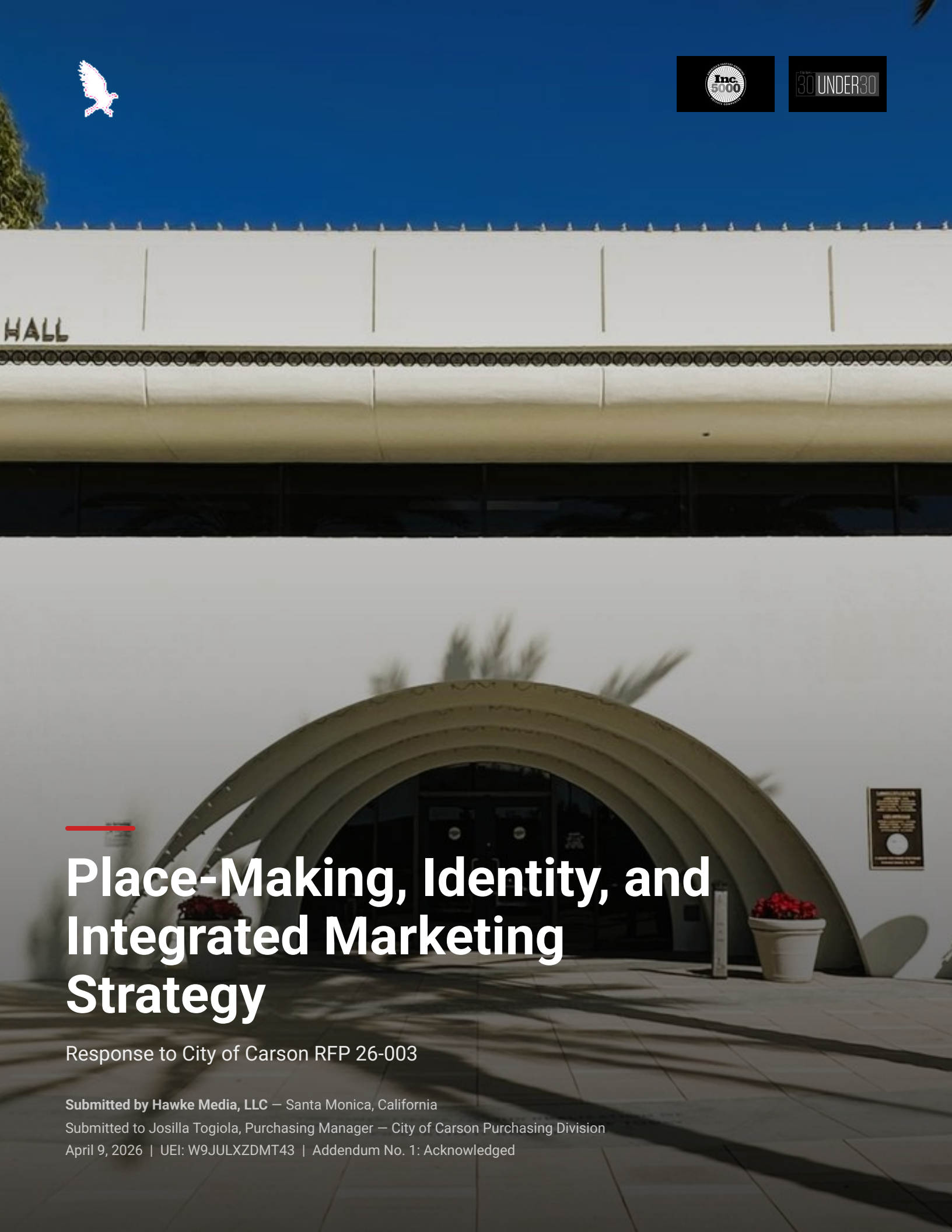
II. Consultant shall deliver the following tangible work products to the City by the following dates.

A.

B.

C.

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



Place-Making, Identity, and Integrated Marketing Strategy

Response to City of Carson RFP 26-003

Submitted by Hawke Media, LLC — Santa Monica, California
Submitted to Josilla Togiola, Purchasing Manager — City of Carson Purchasing Division
April 9, 2026 | UEI: W9JULXZDMT43 | Addendum No. 1: Acknowledged

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Hawke Media, LLC
2415 Michigan Avenue
Santa Monica, California 90404
(310) 451-7295 | rfp@hawkemedia.com

April 9, 2026

Josilla Togiola, Purchasing Manager
City of Carson — Purchasing Division
701 E. Carson Street, Carson, California 90745

RE: RFP 26-003 — Place-Making, Identity, and Integrated Marketing Strategy
Addendum No. 1 (April 2, 2026): Acknowledged and incorporated
UEI: W9JULXZDMT43

Dear Ms. Togiola and Members of the Evaluation Panel,

When Mayor Lula Davis-Holmes traveled to Paris in 2024, she described the delegation as "more than a diplomatic visit", calling it "an investment in Carson's future" that would ensure "our city thrives long after the LA28 Games conclude." The five Olympic sports and three Paralympic sports coming to Carson Stadium, Carson Field, Carson Courts, and Carson Velodrome in July and August of 2028 give the Jewel of the South Bay a fixed deadline for becoming the modern municipal media organization City Manager David Roberts has publicly committed Carson to build. Hawke Media respectfully submits this proposal as the Santa Monica firm ready to do that work, twenty-two miles up the 405 from Carson City Hall and already at work on an active California government engagement today.

About Hawke Media. Founded in 2013 and active since 2014, Hawke Media is a full-service marketing agency headquartered at 2415 Michigan Avenue in Santa Monica. Hawke has grown more than 6,000 brands, generated $2.9 billion in gross revenue, employs over 200 in-house specialists across 25 service lines, and has been recognized on the Inc. 5000 list of fastest-growing private companies in America. Every capability Carson's Scope of Work requires, brand identity, creative production, paid media, public relations, analytics, training, broadcast media planning, creator partnerships, and social listening, sits under a single Santa Monica roof, billed on a single invoice, accountable to the City of Carson through a single Managing Director.

Contract commitments. Hawke Media has read Exhibit B in full and acknowledges, without qualification or exception, the following terms: all work product prepared under this engagement will be considered a work made for hire and will become the property of the City of Carson upon delivery (§6.3); Hawke Media will retain all books, records, and invoices relating to this engagement for three years following completion and will make those records available to the City of Carson for audit as required by §6.1; all information produced will remain confidential and will not be released without written authorization from the City's Contract Officer (§6.4); Hawke Media will indemnify, defend, and hold harmless the City of Carson, its officers, employees, and agents for the negligent performance of services under this contract as required by §5.3 of Exhibit B; the City may terminate this agreement with or without cause upon thirty days' written notice (§7.7); and Hawke Media will revise any deliverable not satisfactory to the Contract Officer, without additional charge, until accepted (§X of the Scope of Work). Hawke Media will retain copies of delivered work for its own use and may reuse embedded concepts consistent with §6.3. Payment terms will follow the Professional Services Agreement executed between Hawke Media and the City of Carson.

Addendum No. 1 acknowledgment. Hawke Media acknowledges receipt of Addendum No. 1 dated April 2, 2026, and has incorporated the City's confirmed budget of $80,000, twelve-month contract term, GIS-based deliverable requirements, predictive analytics expectations, real-time monitoring priorities, modular pricing guidance, and hybrid data access model into this proposal. The signed Acknowledgment of Receipt is included in Exhibit A, and electronic acknowledgment has been completed in PlanetBids.

Point of contact and availability. All correspondence regarding this proposal should be directed to Jacob Hanson, Managing Director, at rfp@hawkemedia.com or (310) 451-7295. Hawke Media will secure a valid City of Carson business license prior to contract award as required by §G, and the principals named in Section 3 are available for Phase 2 oral presentations at the City's discretion on any date between April 14 and May 15, 2026.

What follows is the five-year roadmap Hawke Media will build for the Jewel of the South Bay over twelve months, sequenced backwards from the first athlete taking the field on July 14, 2028.

Respectfully submitted,

Jacob Hanson

Managing Director
Hawke Media, LLC

Bruce Jacob Hanson

01

Executive Summary

Building the modern municipal media organization the Jewel of the South Bay needs before the first athlete takes the field in July 2028.

SECTION 1

Executive Summary

While Mayor Lula Davis-Holmes's 2024 Paris delegation positioned the City of Carson on the world stage for the LA28 Olympic and Paralympic Games, this proposal positions Carson's communications infrastructure to meet that stage. On July 14, 2028, opening day for Tennis at Carson Courts, Field Hockey at Carson Field, Archery and Rugby Sevens at Carson Stadium, and Track Cycling at Carson Velodrome, the Jewel of the South Bay needs to be operating as the "modern municipal media organization" RFP 26-003 describes. Hawke Media will build it over a twelve-month engagement within the City's confirmed $80,000 budget, sequenced backwards from that date, without asking the City of Carson to rewrite the strategic foundation Carson has already paid to establish.

6,000+	200+	$2.9B	22 mi
BRANDS GROWN	IN-HOUSE SPECIALISTS	GROSS REVENUE	FROM CARSON CITY HALL

1.1 The Situation Carson Described

The 2023 Strategic Communications and Marketing Plan gave the City of Carson its six Strategic Priorities, its four Primary Audiences, the "one voice" principle, and the "Future Unlimited" civic identity in use today. The plan did not produce, and RFP 26-003 now asks Hawke Media to produce, the creative production, the broadcast modernization, the platform-native short-form and creator content, the paid media activation, the real-time measurement, the city-wide intake-and-approval workflow, and the non-designer template suite that would allow the Public Information Office and the two new Multimedia Division positions authorized in the FY 2025/2026 budget to publish on brand and on cadence every day. The execution gap is the work. Honoring Carson's prior investment is the starting posture. Where the 2023 plan established governance architecture, the next five years require a modern media agency to bring that architecture to life through the content, platforms, and performance intelligence strategy documents alone cannot produce.

1.2 Hawke Media's Response, in One Sentence

> **"Hawke Media will transform the City of Carson from press releases to Paris-grade civic storytelling, building the modern municipal media organization the Jewel of the South Bay needs to be operational before the first athlete takes the field in July 2028."**

1.3 Four Answers to Carson's Four Hot-Button Questions

1 **"Unified voice across fragmented departments."**

Hawke Media delivers the RACI diagram, intake form, and service-level-agreement matrix that route every City of Carson communications request through the Multimedia Division and the City Manager's Office under a single governance workflow, and Hawke Media delivers it without consultant involvement after Month 12. (Task 1.4, Deliverable D5.)

2 **"Modern municipal media organization."**

Hawke Media brings 200+ in-house specialists across 25 service lines, creative, paid media, public relations, analytics, broadcast, training, and the HawkeZ in-house creator and influencer arm, under a single Santa Monica contract. The full-service consolidation the City of Carson needs, priced as a single contract with a single Managing Director. (Sections 2 and 3.)

3 **"Global event readiness."**

Peter Evans anchors broadcast and media planning with more than thirty years of managing campaigns up to $150 million in annual media spend. Adidas's "Impossible Is Nothing" campaign generated more than one billion views and eighteen million engagements. HawkeZ produces the platform-native short-form and creator content LA28 demands. Hawke Media's Santa Monica headquarters is twenty-two miles from Carson City Hall, closer than any competitor from outside the South Bay. (Sections 2, 3, 5.)

4 **"Multilingual reach."**

The thirty percent of Carson residents who speak Spanish and the twenty-three percent who speak Asian and Pacific Island languages receive the same editorial care the English-language content receives, delivered through Continental Interpreting Services, a California-certified Disabled Veteran Business Enterprise language partner, and reviewed by Managing Director Jacob Hanson, whose Bachelor of Arts is in Spanish. (Section 5 Task 1.2 and Section 7.)

1.4 Five Discriminators That Separate This Proposal

1. **Local + Full-Service + Government-Proven Triple.** Santa Monica headquarters 22 miles from Carson City Hall, 200+ in-house specialists across 25 service lines, active California special-district government engagement, and named creative and analytics principals whose prior roles include the California Department of Public Health and the Los Angeles County Department of Mental Health. No single competitor can claim all three legs.
2. **Broadcast Depth via Peter Evans.** 30+ years managing media plans up to $150 million in annual spend across television, radio, print, out-of-home, and digital, the closest practical proxy in the Hawke Media bench for the CGTV modernization and broadcast viewership work RFP 26-003 asks for in Task 2.1 and Task 5.
3. **Hawke AI Proprietary Measurement Platform.** Real-time benchmarking against a corpus of 6,000 to 8,000 brand engagements across 157 industry areas, Looker Studio integration, and Vice President of Hawke AI Randy Osborn personally leading Carson's measurement dashboards.
4. **Capacity Builder, Not Dependency.** Non-designer templates, two live training sessions, ambassador program charter for 726 City of Carson employees, and 90 days of post-completion Hawke AI dashboard access at no additional charge, deliberately engineered to let Carson's new Multimedia Division positions operate the modern media organization internally after Month 12.
5. **HawkeZ In-House Creator Arm.** Dedicated Generation Z creator and influencer team inside Hawke Media, built for the short-form video, creator partnership, and platform-native playbook RFP 26-003 names in Task 2.2. Not a rolodex; an in-house practice Carson can call on directly.

1.5 Seven Deliverables Across Three Phases, Anchored to the LA28 Clock

#	DELIVERABLE	MONTH	PHASE	OWNER
D1	GAP Analysis of Current Communications Strategies	2	I. Discovery	Emily Oldfather, VP Branding
D2	Brand and Messaging Architecture	4	I. Discovery	Amanda Martinez, Creative Director
D3	Platform-Specific Social Media Strategies	5	II. Pilot	Jacob Hanson, Managing Director
D4	Media Innovation Pilot Frameworks (with CSU Dominguez Hills + GIS deliverables)	8	II. Pilot	Randy Osborn, VP Hawke AI
D5	Training Materials and Governance Standards	7	II. Pilot	Kristen Plemon, Director PR Strategy
D6	Measurement Dashboards (Looker Studio + Hawke AI + GIS tourism flow)	Monthly from 3	All phases	Dan Consoli, Director of Analytics
D7	**Five-Year Strategic Communications Roadmap**	**12**	**III. Transfer**	**Peter Evans, Engagement Lead**

The twelve-month schedule follows three phases — Discovery and Strategy (Months 1-4), Pilot and Production (Months 5-8), and Optimization and Transfer (Months 9-12) — with pilot programs validating each framework before full rollout. The FIFA World Cup 2026 spillover window functions as a live-fire test of every asset produced by Month 4. LA28 in July and August of 2028 is the deadline the entire schedule answers to. Optional value-added modules (advanced real-time monitoring, HawkeZ creator content, extended GIS analytics, paid media management, predictive forecasting) are available as separate line items per Addendum No. 1 Q23.

1.6 The Commitment That Ends the Engagement

Every deliverable Hawke Media produces is editable, owned by the City of Carson as a work made for hire under §6.3 of Exhibit B, and designed for non-designer use. Per Addendum No. 1 Q14, the City retains full ownership of all data and hosting accounts, and all tools are designed for City staff self-management. Principal stability is committed under §4.1 of Exhibit B. A rework guarantee under §X of the Scope of Work means every deliverable is revised without additional charge until the City's Contract Officer accepts it. At Month 12, all source files, workflow documentation, training materials, dashboard access, GIS data layers, and the Five-Year Strategic Communications Roadmap transfer to the City of Carson. Hawke Media's engagement ends. The modern municipal media organization Carson built during it continues, because the templates, the training, the governance, and the measurement now belong to the Jewel of the South Bay.

The pages that follow document the Santa Monica firm ready to build that organization, the principals ready to lead it, the work plan ready to deliver it, and the schedule that will bring it to life before the first athlete takes the field.

02

Proposer Qualifications

Twelve years of continuous California operation, 200+ in-house specialists, and an active government engagement — all from twenty-two miles away.

SECTION 2

Proposer Qualifications

Hawke Media is the Santa Monica-headquartered, 200-specialist, full-service marketing agency twenty-two miles from Carson City Hall, with an active California government engagement, named creative and analytics principals whose prior roles include the California Department of Public Health and the Los Angeles County Department of Mental Health, and twelve years of continuous operation under a single ownership and a single brand. This combination of qualities is what the Jewel of the South Bay needs to become the modern municipal media organization the RFP describes: a partner that is simultaneously deeply local to the South Bay, government-proven inside California's regulatory and accessibility environment, and full-service enough to replace the coordination tax of multiple specialized vendors with one contract and one invoice. No single aspect of this profile is unusual. The combination is.

2.1 Firm Overview and Years in Business

Hawke Media, LLC was founded in 2013 and has operated continuously since 2014, twelve years of uninterrupted service under the same Santa Monica headquarters at 2415 Michigan Avenue, the same founding CEO (Erik Huberman), and the same strategic focus on integrated, performance-accountable marketing. Over that period, Hawke Media has grown more than 6,000 brands across retail, consumer technology, healthcare, energy, education, and public-mission organizations, and has grown to employ over 200 in-house specialists across 25 distinct service lines. In 2025, Hawke Media has been recognized on the Inc. 5000 list of fastest-growing private companies in America, with $2.9 billion in gross revenue and 6,000+ brands grown to date. Hawke's founder-authored methodology is published as *The Hawke Method* (HarperCollins Leadership, 2021), a USA Today bestseller that documents the AUDIT → PLAN → IMPLEMENT → ANALYZE framework applied in Section 5 of this proposal.

12	6,000+	$2.9B	25
YEARS IN BUSINESS	BRANDS GROWN	GROSS REVENUE	SERVICE LINES

2.2 Areas of Expertise

The twenty-five in-house service lines at Hawke Media consolidate into five practice areas, each of which maps directly to one or more tasks in the City of Carson's Scope of Work:

PRACTICE AREA	IN-HOUSE CAPABILITIES	CARSON SOW ALIGNMENT
Brand & Creative	Brand identity, visual design, photography, video production, broadcast motion graphics, copywriting, editorial	SOW Tasks 1, 3, brand assessment, architecture, asset production
Paid Media & Performance	Paid social (Meta, TikTok, LinkedIn, Snapchat, YouTube), search (Google Premier Partner), programmatic, Connected TV, out-of-home, broadcast TV planning	SOW Task 2, positioning, cross-platform distribution, CGTV

Public Relations & Communications	Earned media, crisis communications, executive communications, media relations (Muckrack, Gumshoe), influencer and creator partnerships via HawkeZ	SOW Task 2, rapid response, creator partnerships, leadership comms
Analytics & Intelligence	Hawke AI proprietary benchmarking platform, Looker Studio dashboards, social listening (Hootsuite, Sprinklr, Brandwatch), GEO/AEO, marketing intelligence	SOW Tasks 4, 5, innovation, measurement, reporting, Section V digital presence
Strategy, Training & Governance	Brand governance workflows, staff training, strategic planning, three-step equity review, accessibility (WCAG 2.1 AA)	SOW Tasks 1, 3, governance workflow, training materials, ambassador program

Every one of Carson's five Scope of Work tasks lands inside a practice area Hawke Media staffs internally. Section 5 maps each task to the named principal who leads it.

2.3 Municipal and Government Experience

Hawke Media is currently delivering an active California special-district government engagement: the CORE Recreation & Fitness Center on behalf of the Cosumnes Community Services District, a special district serving more than 200,000 residents in the Sacramento region. The CORE scope includes accessible website production compliant with WCAG 2.1 AA standards, government reporting dashboards, staff training in digital publishing, and community engagement campaigns reaching a population comparable in scale to the City of Carson's resident base. This engagement is offered in this proposal as a methodology case study; the contracting authority has requested that reference contact be routed through its own communications office rather than given directly, and three alternate California and public-interest references are included in Exhibit A.

Beyond the active California engagement, Hawke Media has delivered communications and outreach work for the Natural History Museum of Los Angeles County, and two members of the creative leadership team on this proposal. Creative Director Amanda Martinez and Director of Public Relations Strategy Kristen Plemon, bring direct California public-sector experience profiled in Section 3.

2.4 Experience Supporting Major Global and National Events

Hawke Media has planned, produced, and measured brand activations at the scale major global and national events require. For Adidas, Hawke Media delivered the "Impossible Is Nothing" campaign, which generated more than one billion views and over eighteen million engagements across paid, owned, and creator channels, the same scale of audience Carson will encounter during the 2028 Olympic and Paralympic Games. For Underdog Fantasy, Hawke Media activated a sports-culture campaign tied to the NFL's Dallas market that delivered measurable lift across TV, digital, and on-the-ground presence. For Puttshack, Hawke Media led market-launch campaigns in Pittsburgh and Miami that generated 2.7 million out-of-home impressions and supported grand-opening attendance targets. These are brand activations at event-scale, delivered alongside the broadcast-media, creator, and analytics capabilities the City of Carson's Scope of Work requires. Section 5 of this proposal maps each of these capabilities to the Carson-specific deliverables in Tasks 2.1, 2.2, and 2.3.

Case study imagery: Puttshack market-launch, Crocs creator activation, Funko brand campaign, Barstool Sports digital engagement.

2.5 Ability to Operate Within Public-Sector Timelines and Approval Processes

Hawke Media has competed for and delivered against public-sector procurement timelines in California, Texas, Kentucky, and North Carolina over the past three years, and the named principals on this engagement have navigated state, local, and special-district contract officer approval cycles firsthand. The Project Management approach in Section 6 commits Hawke Media to weekly Contract Officer status communications, monthly deliverable acceptance gates, and an explicit rework guarantee per §X of Carson's Scope of Work, meaning any deliverable not satisfactory to the Contract Officer will be revised without additional charge until accepted. Hawke Media also commits, under §4.1 of Exhibit B, that the principals named in Section 3 will not be replaced nor their responsibilities substantially reduced without express written approval of the City of Carson's Contract Officer during the full period of performance.

2.6 Familiarity with California Municipal Environments

Hawke Media operates from 2415 Michigan Avenue in Santa Monica, twenty-two miles from Carson City Hall via Interstate 405, and has operated continuously from Southern California since founding. Creative Director Amanda Martinez worked in-house at the California Department of Public Health and the Los Angeles County Department of Mental Health from 2014 to 2017, where she delivered campaign work on behalf of the State of California and Los Angeles County constituents under public-agency creative standards and approval processes. Director of Public Relations Strategy Kristen Plemon brings prior government and institutional PR experience applicable to California municipal communications. The active CORE engagement discussed in Section 2.3 provides direct California special-district regulatory familiarity today.

2.7 Experience with Diverse Urban Communities

The City of Carson's residents speak Spanish in approximately thirty percent of homes and Asian or Pacific Island languages in approximately twenty-three percent, a diversity profile Hawke Media is equipped to serve both through its own creative bench and through its California-certified Disabled Veteran Business Enterprise subcontractor Continental Interpreting Services, declared in Section 7. Hawke Media applies a documented three-step equity review to every campaign deliverable: (1) representation audit, (2) cultural sensitivity review, and (3) accessibility verification against WCAG 2.1 AA and Section 508 standards. The non-designer template suite delivered in Task 3 will carry these standards forward into the daily work of Carson's Public Information Office and Multimedia Division long after this engagement concludes.

The two hundred in-house specialists, twelve years of continuous California operation, and active government engagement documented above are led by the principals introduced in the next section, every one of whom will remain assigned to the City of Carson's engagement under the principal stability commitment required by §4.1 of Exhibit B.

03

Key Staff, Team, and Organization

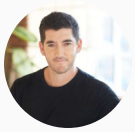
Ten named principals committed to the City of Carson's engagement for the full twelve-month period of performance.

SECTION 3

Key Staff, Team, and Organization

Every principal named on the City of Carson's engagement will remain assigned through the full twelve-month period of performance under the principal stability requirement of §4.1 of Exhibit B. This is not a promise Hawke Media makes because it has to. It is the commitment Hawke makes because the two-hundred-person bench behind the Carson engagement has the depth to keep these principals on the Carson account without pulling them to cover other work. The result for the City of Carson is a consistent set of decision-makers across kickoff, every milestone, the FIFA World Cup live-fire content window in summer 2026, the strategic roadmap delivery in late 2026, and the LA28 readiness handoff in the spring of 2028.

3.1 Executive Sponsorship



Erik Huberman

Chief Executive Officer & Founder

Mr. Huberman founded Hawke Media in 2013 and has led the firm continuously from its Santa Monica headquarters. He is the author of *The Hawke Method* (HarperCollins Leadership, 2021), the USA Today bestseller that documents the four-phase methodology Section 5 of this proposal applies to Carson's Scope of Work. Mr. Huberman is Hawke Media's signatory on this proposal and the Executive Sponsor accountable to the City of Carson's Contract Officer for any escalation beyond the Engagement Lead.

3.2 Engagement Lead and Broadcast Anchor

Peter Evans

Group Managing Director, Client Strategy

Mr. Evans brings more than thirty years of media planning experience across television, radio, print, out-of-home, and digital channels, and has managed campaigns representing up to $150 million in annual media spend. For the City of Carson, Mr. Evans is the Engagement Lead and the broadcast linchpin for CGTV modernization, live-and-delayed programming (SOW Task 2.1), regional and national media representation (Task 1.2), and "television viewership metrics where available" reporting (Task 5). His media-planning background is the closest practical proxy in the Hawke Media bench for the modern municipal media organization the Jewel of the South Bay is building. Mr. Evans is based in Redondo Beach, California, within the South Bay region the City of Carson defines itself within.

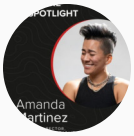
3.3 Account Director and Public-Sector Liaison

Jacob Hanson

Managing Director

Mr. Hanson serves as the primary Account Director and public-sector liaison for the City of Carson engagement, and is Hawke Media's primary point of contact on every public-sector pursuit. He holds a Bachelor of Arts degree in Spanish, which functions as an internal quality-control layer for all Spanish-language translation delivered through the Continental Interpreting Services subcontract described in Section 7. Mr. Hanson will manage Contract Officer communications, deliverable acceptance submissions, and the PlanetBids status workflow.

3.4 Creative Director — California Public-Sector Anchor



Amanda Martinez
Creative Director

Ms. Martinez leads Brand and Creative work for SOW Tasks 1 and 3, the brand identity assessment, the messaging architecture, the non-designer template suite, and the City-owned asset pack. From 2014 through 2017, Ms. Martinez held in-house creative roles at the California Department of Public Health and the Los Angeles County Department of Mental Health, delivering campaign work under California public-agency creative standards and approval processes. She holds a Bachelor of Fine Arts from CalArts. For the City of Carson, Ms. Martinez is the direct California public-sector creative anchor the Jewel of the South Bay's brand modernization requires.

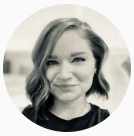
3.5 Director of Analytics

Dan Consoli
Director of Analytics

Mr. Consoli leads measurement and reporting for SOW Task 5, the Looker Studio dashboards, the monthly and quarterly reporting templates, the pre-event and post-event measurement framework, and the five-year KPI model tied to tourism, tax base, and civic pride outcomes. He holds a Master of Science in Business Intelligence from the University of California, Irvine, and brings municipal and state-agency analytics experience relevant to Carson's public-funds stewardship requirements.

3.6 Supporting Principals

The following Vice-President-level and Director-level principals round out the Carson engagement team:



Emily Oldfather
VP of Branding

Leads SOW Task 1.1 organization-wide brand identity assessment and messaging architecture in Task 1.3.

Randy Osborn
VP, Hawke AI

Leads SOW Task 4 media innovation pilot frameworks and Hawke AI benchmarking in Task 5 dashboards.

Areen Mayelan
VP of Media / Dir. of Paid Search

Leads paid media activation across the six platforms in SOW Task 2.2 and the cross-platform distribution matrix. Based in Porter Ranch, California.

Madison Henning
Account Manager

Day-to-day execution lead, managing workflow, internal scheduling, and deliverable production across the engagement.

Kristen Plemon
Director of PR Strategy

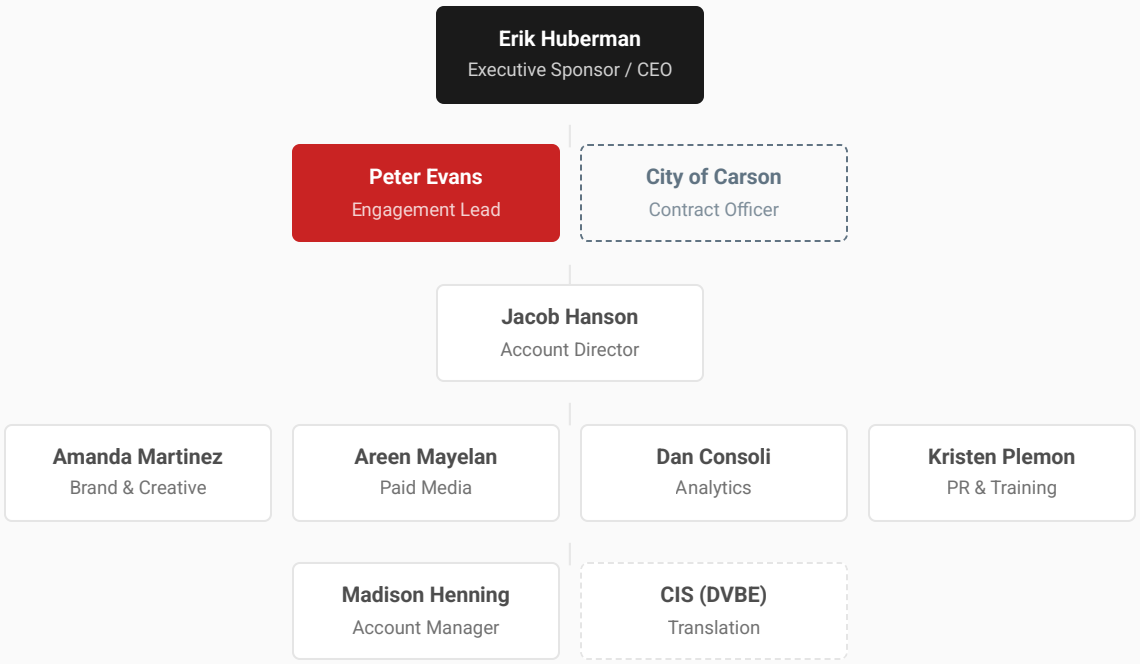
Leads SOW Task 2.1 crisis and rapid-response protocols, Task 3.2 training curriculum, and rumor/misinformation response guidance.

The supporting execution bench, senior copywriters, graphic designers, video producers, a Spanish-language content specialist, and project coordinators, draws from the two hundred in-house specialists Hawke Media staffs in

Santa Monica, and is deployed against the level-of-effort table in Section 5 of the Cost File.

3.7 Project Organization

Figure 7. Project Organization Chart — Single Line of Accountability from Santa Monica to Carson City Hall



3.8 Principal Stability Commitment

Per §4.1 of Exhibit B of Carson's Professional Services Agreement, Hawke Media commits that the principals named above — Erik Huberman, Peter Evans, Jacob Hanson, Amanda Martinez, Dan Consoli, Emily Oldfather, Randy Osborn, Areen Mayelan, Madison Henning, and Kristen Plemon — will not be replaced nor their responsibilities substantially reduced without the express written approval of the City of Carson's Contract Officer during the full period of performance of this agreement. This commitment is reaffirmed in Section 6 of this proposal alongside the schedule and project management approach it supports.

These principals have read the City of Carson's 2023 Strategic Communications and Marketing Plan in full. What they found, and how Hawke Media proposes to build on the foundation the Jewel of the South Bay has already established, is the subject of the next section.

04

Project Understanding

The 2023 plan built the foundation. RFP 26-003 is the execution phase. Hawke Media will not rewrite what Carson has already paid to establish.

SECTION 4

Project Understanding

When the principals introduced in the previous section read Carson's 2023 Strategic Communications and Marketing Plan in full, what they found was a foundation that does not need to be rebuilt. The Jewel of the South Bay does not need a second consultant to rediscover its mission, rewrite its audience segmentation, or re-benchmark against Torrance, Cerritos, and Alameda. The 2023 plan already did that work. RFP 26-003 asks for what the 2023 plan deliberately did not produce: the creative production, the broadcast modernization, the platform-native content, the creator partnerships, the paid media activation, the real-time measurement, and the governance workflow required to bring the 2023 strategy to life as the modern municipal media organization the City of Carson has publicly committed to building before the LA28 Games.

> **Hawke Media's understanding of this engagement, stated in one sentence, is that this is the execution phase of the strategy the 2023 plan defined, and that every dollar of the 2026 engagement should flow into execution, not into redoing governance discovery the City of Carson has already paid for once.**

4.1 What Carson Has Already Built

The 2023 Strategic Communications and Marketing Plan established the six Strategic Priorities the City of Carson communicates against today: Lead Strategic Communication Efforts; Create Opportunities for Effective Stakeholder Participation and Collaboration; Provide Open and Timely Communication; Reinforce Brand Identity; Ensure a Well-Informed City Workforce; and Provide Measurements of Progress and Success. It defined the four Primary Audiences Carson serves: Residents (nearly 100,000), City Staff, Elected Officials, and Media, with documented sub-segments including Families, Seniors, Hearing- and Sight-Impaired residents, and Multicultural households. It established the "one voice" principle for brand consistency across departments, and it locked in the "Future Unlimited" civic identity already in use across Carson's public communications today. Hawke Media's engagement will treat each of these outputs as settled architecture and will not rewrite what the 2023 plan defined.

4.2 The Execution Gap RFP 26-003 Was Written to Fill

The 2023 plan told the City of Carson what to communicate and to whom. It did not produce the broadcast-quality video programming for CGTV, the platform-native short-form creative for Instagram and TikTok, the creator and influencer partnership playbook, the paid media activation model, the real-time analytics dashboards, the citywide intake-and-approval workflow, or the non-designer template suite that would let the Public Information Office and the Multimedia Division publish on brand and on cadence every day. The Scope of Work in RFP 26-003, across Tasks 1 through 5, plus Section V's digital presence requirements and Section VI's brand ambassador program, is the explicit map of that execution gap. Every task number in the RFP corresponds to work the 2023 plan recommended but did not build.

Where the 2023 Strategic Communications and Marketing Plan established the governance architecture and audience strategy the City of Carson already relies on, the next five years require a modern media agency to bring that architecture to life, through broadcast-quality content, platform-native storytelling, creator partnerships, paid media activation, and real-time performance intelligence that strategy documents alone cannot produce.

4.3 The Operational Pain Carson Described

Reading the Scope of Work alongside the 2023 plan, Hawke Media identifies seven operational conditions the City of Carson is seeking to change:

1. The City does not yet operate as the "modern municipal media organization" RFP 26-003 §A describes as its vision.
2. Current communications are not cross-platform integrated in a single workflow.
3. Baseline and longitudinal measurement is thin, which is why the RFP requests pre-event baseline, during-event real-time, and post-event impact measurement frameworks.
4. Non-designer editable templates do not exist, leaving specialized design labor as a bottleneck on daily publishing.
5. Content cadence is inconsistent, which is why the RFP asks for recommended daily, weekly, and monthly cadence.
6. There is no formal citywide intake-and-approval workflow, which is why Task 1.4 asks Hawke to build one.
7. Television viewership data is captured "where available," suggesting baseline measurement infrastructure does not yet exist.

Each of these seven conditions corresponds to a specific deliverable in Section 5 of this proposal.

4.4 How Hawke Media Will Bridge the Gap — Capacity Transfer, Not Dependency

Carson's fiscal year 2025/2026 budget authorized two new positions inside the Multimedia Division. Section VI of Carson's Scope of Work and the 2023 plan both describe a brand ambassador program in which at least one employee from each department or division serves as a storyteller, a program that, once implemented, would extend communications capacity to roughly 726 City of Carson employees without new headcount. Per Addendum No. 1 Q14, the City requires full ownership of all data and hosting accounts, and long-term maintenance must be designed so that City staff can manage it with minimal external support. Hawke Media's role across the twelve-month engagement is to equip those new positions and those ambassadors with the templates, training, governance workflow, measurement dashboards, and Five-Year Strategic Communications Roadmap they need to operate the modern municipal media organization internally after the engagement ends. Every deliverable in Section 5 is engineered for editability, non-designer use, and ownership transfer to the City of Carson on acceptance.

4.4a The Measurement and Intelligence Gap Addendum No. 1 Confirmed

The City's responses in Addendum No. 1 confirm four measurement priorities that shape the engagement: **Community Trust Index**, **Social Sentiment**, **Geospatial Tourism Flow**, and **Brand Recognition** (Q6). The City currently measures sentiment through town halls and basic social media monitoring (Q9), and expects the selected firm to introduce modern methodologies including real-time ground-level data and adaptive communications that adjust the City's message in real-time based on public response (Q10). Predictive analytics to forecast tourism trends and campaign outcomes for FIFA 2026 and LA28 are a high expectation (Q3). GIS-based insights for tourism and identity strategy are required deliverables (Q7/Q8). The City supports integration of external AI-powered decision intelligence platforms (Q5). These requirements confirm that the City is procuring more than a branding exercise; the City is procuring the intelligence infrastructure a modern municipal media organization needs to operate data-driven communications at international-event scale.

Community Trust Index	Social Sentiment	Geospatial Tourism Flow	Brand Recognition
KPI 1	KPI 2	KPI 3	KPI 4

4.4b This Project as Carson's "Identity Foundation"

As the City confirmed in Addendum No. 1, this engagement is the "Identity" foundation. While the City's recent Economic Development Marketing Strategy RFP focused on business attraction, this project ensures that when those businesses and tourists arrive, the place-making and brand experience is seamless, unified, and community-driven. Hawke Media understands that the two engagements are complementary, not duplicative, and the deliverables in this proposal are designed to interlock with Carson's economic development positioning rather than compete with it.

4.5 The Platform-Native Execution Surface Carson Named

Section 2.2 of the Carson Scope of Work names Instagram, TikTok, YouTube, LinkedIn, the City App, and Facebook, and asks for short-form video, creator and influencer partnership guidance, and recommended content cadence. This is the exact surface area HawkeZ was built to serve. HawkeZ is Hawke Media's in-house Generation Z creator and influencer arm, operating inside the same Santa Monica headquarters as the Carson engagement team and contributing directly to SOW Task 2.2 without an outsourced creator network. The creative work HawkeZ has delivered for commercial clients, including a fourteen-influencer multi-platform activation for Crocs and short-form content production for Hawke Media's Adidas and Underdog engagements, is the same operational practice that will power Carson's Task 2.2 playbook.

4.6 The LA28 Deadline and the FIFA World Cup 2026 Rehearsal

The City of Carson is an official LA28 Venue City. Dignity Health Sports Park, branded during the Games as Carson Stadium, Carson Field, Carson Courts, and Carson Velodrome, will host five Olympic sports (Tennis, Field Hockey, Archery, Rugby Sevens, and Track Cycling) from July 14 through July 30, 2028, and three Paralympic sports

(Wheelchair Tennis, Para Archery, and Para Cycling – Track) from August 15 through August 27, 2028. Eighteen months before those Games, the FIFA World Cup 2026 will draw tourism through the South Bay when SoFi Stadium hosts its matches in June and July of 2026, giving the City of Carson a live-fire rehearsal for every communications asset, multilingual workflow, and crisis-response protocol this engagement will produce. Hawke Media's project management approach in Section 6 sequences the engagement backwards from July 14, 2028, and treats the FIFA window as the milestone test for every deliverable produced by that point.

With the 2023 plan's governance foundation honored, the execution gap identified, the capacity-transfer posture committed to, the measurement and intelligence priorities confirmed by Addendum No. 1, the platform-native execution surface named, and the LA28 deadline fixed, Hawke Media's twelve-month phased work plan follows.

05

Project Approach and Work Plan

Five tasks, seven deliverables, and one four-phase methodology — AUDIT, PLAN, IMPLEMENT, ANALYZE — applied across three phases.

SECTION 5

Project Approach and Work Plan

With the 2023 Strategic Communications and Marketing Plan's governance foundation honored and the execution gap identified, Hawke Media will deliver the City of Carson's twelve-month engagement through a four-phase methodology — AUDIT → PLAN → IMPLEMENT → ANALYZE — mapped one-to-one against the five tasks in the Scope of Work and the Section V digital presence requirements. Per Addendum No. 1, this approach incorporates the City's confirmed priorities: geospatial analytics and GIS-based deliverables for tourism and identity strategy, predictive analytics for FIFA 2026 and LA28 resource forecasting, real-time monitoring as a core component of event strategies, phased implementation with pilot programs before full rollout, and granular audience segmentation across demographic, behavioral, and geographic dimensions. This is the same phased method Hawke Media has delivered across more than 6,000 brand engagements, documented in *The Hawke Method* (HarperCollins Leadership, 2021), and applied in prior Hawke submissions to California and state-government clients. The benefit to the City of Carson is that every deliverable, every milestone, and every acceptance gate is traceable back to a single workflow vocabulary that the Multimedia Division, the Public Information Office, the City Manager's Office, and the Contract Officer can follow without translation, and every requirement in the RFP has a single identifiable home.

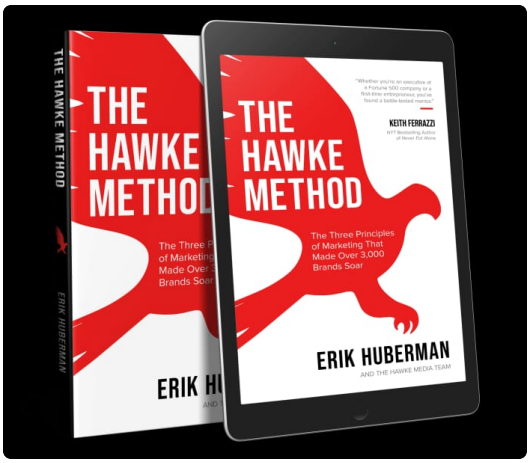


Figure 9: The Hawke Method — AUDIT → PLAN → IMPLEMENT → ANALYZE, the same four-phase methodology applied across 6,000+ engagements.

5.1 Task 1 — Brand Identity Assessment and Governance

5.1.1 Organization-Wide Brand Identity Assessment (Task 1.1)

Vice President of Branding **Emily Oldfather** leads a four-week assessment covering all City of Carson departments, existing communications and marketing inventory, current workflows, and approval structures. The assessment captures every currently-in-use brand asset (logos, templates, campaign materials, tagline applications), evaluates consistency against the City's own Brand Style Guide (Appendix A of the RFP), and documents the three-name inconsistency around the Carson Event Center (Juanita Millender-McDonald Community Center) that the 2023 plan identified as a flagship example of fragmented identity. The output is the **GAP Analysis of Current Communications Strategies** deliverable required by §VIII of the Scope of Work, delivered in Month 2 of the engagement and accepted in writing by the Contract Officer.

5.1.2 Accessibility, Multilingual Reach, and Media Benchmarking (Task 1.2)

Every digital deliverable Hawke Media produces for the City of Carson will meet Web Content Accessibility Guidelines (WCAG) 2.1 AA standards, the same baseline Hawke Media applies on its active California government engagement and across all three-step equity reviews. Alt-text, caption standards, color-contrast verification, and screen-reader compatibility are built into the template suite delivered in Task 3, not bolted on afterward.

Carson's multilingual reach cannot be delivered by automated translation tools or ad-hoc freelancers. The thirty percent of Carson residents who speak Spanish and the twenty-three percent who speak Asian and Pacific Island languages at home deserve the same editorial care the English-language content receives. Hawke Media partners with Continental Interpreting Services, a California-certified Disabled Veteran Business Enterprise language services firm already on file with Hawke Media from prior work, and every translated asset passes through Managing Director Jacob Hanson's Bachelor of Arts in Spanish editorial review before publication. Continental Interpreting Services is declared in full in Section 7 of this proposal.

Media benchmarking runs in parallel. **Peter Evans** (Engagement Lead) leads the regional and national media representation gap analysis against peer South Bay and California cities, extending and updating the Torrance, Cerritos, and Alameda benchmarks the 2023 plan established. The Hawke AI benchmarking platform contributes quantitative baseline data against a corpus of five thousand to eight thousand brand engagements across one hundred and fifty-seven industry areas, which lets the City of Carson compare its Earned, Owned, and Social presence against documented peer performance rather than anecdote. Per Addendum No. 1, the City will provide baseline datasets (historical social/web metrics) during the discovery phase, and Hawke Media will operate a hybrid data model: City staff will export sensitive internal metrics while Hawke Media pulls public-facing data (social engagement, web traffic, foot-traffic analytics) using its own tools for deeper analysis. Director of Public Relations Strategy **Kristen Plemon** leads the regional media engagement strategy using the Muckrack and Gumshoe outreach platforms Hawke Media operates in-house.

Granular audience segmentation, confirmed as a City priority in Addendum No. 1 Q11, structures the entire assessment. The segmentation model covers three dimensions: Demographic (with particular focus on the City's senior and youth populations), Behavioral (how residents interact with City services, the Carson 311 App, and CGTV), and Geographic (district-specific insights enabling place-making strategies tied to high-impact zones for branding and engagement). This segmentation informs the messaging matrix in Task 1.3, the platform playbooks in Task 2.2, and the geospatial deliverables in Task 5.

5.1.3 Messaging Matrix and Tone Guidance (Task 1.3)

Creative Director **Amanda Martinez** leads delivery of the social media messaging matrix, captions, hashtags, and campaign slogan architecture, and the three-mode tone guidance package (celebratory, official, and emergency or crisis) required by §IV Task 1.3 of the Scope of Work. The tone guidance integrates with Carson's existing campaign assets, including the "Jump Into Carson" and "I Am Carson" taglines and the "Future Unlimited" civic identity already in use. The tone guide is delivered in Month 4 alongside the Brand and Messaging Architecture.

5.1.4 Citywide Intake and Approval Workflow (Task 1.4)

The citywide intake, review, and approval workflow required by §IV Task 1.4 is the single most important governance deliverable of this engagement, because it is what allows the Multimedia Division, the Public Information

Office, and the City Manager's Office to execute the "one voice" principle in daily practice. Hawke Media will deliver a RACI diagram, an intake form template, and a service-level-agreement matrix defining turnaround targets for standard department requests, priority Mayor- and Council-level requests, and crisis or rumor responses. The workflow explicitly names the Multimedia Division and the City Manager's Office as the two alignment anchors required by the Scope of Work, and is designed to operate without Hawke Media's ongoing involvement after the engagement ends.

5.2 Task 2 — Strategic Positioning and Place-Making

5.2.1 Global Event Messaging, Crisis Response, and Broadcast Strategy (Task 2.1)

Peter Evans, with thirty years of experience managing media plans up to $150 million in annual spend across television, radio, print, out-of-home, and digital channels, leads the messaging strategy for LA28 and the related global and national events the City of Carson will host or spillover-host. The positioning honors Mayor Lula Davis-Holmes's public "Future Unlimited" framing and builds on the diplomatic arc established by the 2024 Paris delegation. The strategy names all eight confirmed LA28 events, the five Olympic sports (Tennis at Carson Courts, Field Hockey at Carson Field, Archery at Carson Stadium, Rugby Sevens at Carson Stadium, and Track Cycling at Carson Velodrome) and the three Paralympic sports (Para Archery at Carson Field, Wheelchair Tennis at Carson Courts, and Para Cycling – Track at Carson Velodrome), and treats each venue brand as a platform for civic storytelling in its own right.

The **cross-platform distribution matrix** packages every LA28 story once and distributes it across CGTV, YouTube, Instagram, TikTok, LinkedIn, Facebook, and the City website through a single content workflow, eliminating the per-platform duplication that drains public communications dollars. Broadcast programming guidance covers live, delayed, and on-demand formats for CGTV under Task 2.1 and Section V, with explicit planning for the Granicus City Council meeting streaming platform the City already operates.

Crisis and rapid-response protocols are led by **Kristen Plemon**. The three-tier protocol covers (1) monitoring through the Hootsuite social listening tool the Scope of Work explicitly names in §V, supplemented by Sprinklr and Brandwatch; (2) triage through the Multimedia Division intake workflow delivered in Task 1.4; and (3) coordinated response through the tone guidance delivered in Task 1.3 and the elected-official communications playbook delivered in Task 2.3. Social-media misinformation and rumor-response guidance is included in the same protocol and delivered as part of the Training Materials and Governance Standards deliverable.

5.2.2 Platform-by-Platform Playbook and Creator Partnerships (Task 2.2)

Vice President of Media **Areen Mayelan** leads paid activation and content distribution across the six platforms the Scope of Work names. Instagram, TikTok, YouTube, LinkedIn, the Carson City App, and Facebook, with recommended daily, weekly, and monthly content cadences tailored to each platform's audience and algorithmic profile. Short-form video strategy for Reels, TikTok, and Shorts is built by HawkeZ, Hawke Media's in-house Generation Z creator and influencer arm, which has produced platform-native content for commercial engagements including a fourteen-influencer multi-platform activation for Crocs, and contributed to the Adidas and Underdog sports-culture work documented in Section 2 of this proposal.

The creator and influencer partnership guidance required by §IV Task 2.2 is delivered as a structured playbook: vetting criteria, contracting templates, disclosure and FTC compliance language, creative brief standards, and meas-

urement protocols. HawkeZ supplies the operational practice; Amanda Martinez supplies the brand-safety review; Kristen Plemon supplies the earned-media amplification. The City of Carson receives an internal creator partnership practice it can operate with the Multimedia Division's new positions, not a rolodex Carson cannot access after the twelve-month engagement ends.

5.2.3 Leadership Communications (Task 2.3)

The leadership communications playbook required by §IV Task 2.3 covers four tiers: (1) Mayor and City Council, white-glove preparation for public appearances, Council meetings, and external events; (2) Executive Leadership — City Manager and Deputy City Manager communications support, aligned with Roberts's publicly stated rebranding mandate; (3) Department Operations, self-serve templates tied to the citywide intake workflow; and (4) Community Meetings and Public Hearings, standardized formats for Planning Commission, Parks and Recreation, and Economic Development Commission public input. The elected-official communications support guidance required by §IV Task 3.2 is integrated into the Tier 1 and Tier 2 protocols so that Mayor, Council, and City Manager briefings share the same format and acceptance process.

5.3 Task 3 — Asset Production and Training

5.3.1 Non-Designer Template Suite (Task 3.1)

Every deliverable in Task 3.1 will be fully editable, owned by the City of Carson as a work made for hire under §6.3 of Exhibit B, and designed for non-designer use by Public Information Office and Multimedia Division staff. The template suite covers Canva, PowerPoint, and Adobe Express source files, plus broadcast motion graphics and lower-third packages for CGTV, social media templates for the six platforms named in Task 2.2, presentation templates for City Council and Executive Leadership, meeting and event branding assets, campaign toolkits, and press release templates — the complete asset list enumerated in §IV Task 3.1 of the Scope of Work. All source files and editable originals are transferred to the City of Carson at final acceptance under Month 12 of the schedule in Section 6, and every template carries the WCAG 2.1 AA accessibility standards described in Task 1.2 built into the file structure, not bolted on afterward.

5.3.2 Training and Brand Ambassador Program (Task 3.2, Section VI)

Kristen Plemon leads two live training sessions for the City of Carson staff, covering (1) social media and communications practice, and (2) dedicated crisis communications response. Both sessions are recorded and delivered as a video library the City of Carson retains indefinitely. The elected-official communications support guidance from §IV Task 3.2 is delivered alongside the Tier 1 and Tier 2 leadership communications protocols from Task 2.3 and covers Mayor and City Council briefing preparation explicitly.

The **brand ambassador program** required by §VI of the Scope of Work honors the 2023 plan's recommendation that "at least one employee from each department or division" serve as an ambassador. Hawke Media will deliver the program charter, the ambassador selection criteria, an ambassador onboarding curriculum aligned with the tone guidance from Task 1.3, and the recognition and measurement framework that connects ambassador participation to the measurement dashboards in Task 5. The program is designed to scale communications capacity across roughly 726 City of Carson employees without new headcount beyond the two new Multimedia Division positions already authorized in the fiscal year 2025/2026 budget.

5.4 Task 4 — Innovation (AR, VR, Immersive Media, and University Partnerships)

Hawke Media will deliver Task 4 as an **evaluation-and-pilot framework** with phased implementation, consistent with Addendum No. 1 Q20's confirmation that the City expects "a phased approach with pilot programs to test branding and messaging before the full global rollout." Hawke Media's strongest innovation capability is the Hawke AI proprietary benchmarking platform, which provides real-time competitive intelligence against the five thousand to eight thousand brand corpus across one hundred and fifty-seven industry areas, paired with the firm's Generative Engine Optimization and Answer Engine Optimization practice and its Connected TV practice. Per Addendum No. 1 Q5, the City supports integrating external AI-powered decision intelligence platforms for real-time sentiment and trend monitoring; Hawke AI serves this function directly. For augmented and virtual reality specifically, Hawke Media will produce an honest evaluation of emerging technologies, a pilot framework with measurable success criteria, and a partnership recommendation for execution.

Geospatial analytics and GIS-based deliverables, confirmed as required in Addendum No. 1 Q7 and Q8, are integrated into Task 4 and Task 5. Hawke Media will deliver GIS-based mapping of engagement, mobility, and tourism flows across Carson's venue zones and high-impact branding locations. The geospatial analysis identifies high-impact zones for place-making investment, maps resident and visitor movement patterns around Carson Stadium, Carson Field, Carson Courts, and Carson Velodrome, and produces heat-map visualizations that connect the City's place-making strategy to measurable foot-traffic data. These GIS insights are required deliverables for the tourism and identity strategy and feed directly into the Geospatial Tourism Flow KPI tracked in the Task 5 measurement dashboards.

The anchor partnership for Task 4 is **California State University, Dominguez Hills** (CSUDH). CSUDH sits inside the City of Carson, is Mayor Davis-Holmes's alma mater, and operates student programs in digital media and design. Hawke Media will draft a Memorandum of Understanding for a CSUDH-led student AR and VR pilot track, producing virtual tours of Carson Stadium, Carson Field, Carson Courts, and Carson Velodrome ahead of LA28, plus crowdsourced and youth-oriented content for Task 4's community engagement requirement and AR-enhanced civic education materials. The partnership honors the §IV Task 4 requirement that the City of Carson "partner with universities, tech organizations, and media producers" and creates a legacy pipeline the City can maintain with CSUDH after the engagement ends.

Hawke Media will open formal partnership discussions with CSU Dominguez Hills immediately upon contract award, with the objective of executing a Memorandum of Understanding by Month 6 of the engagement in support of the Task 4 deliverable accepted in Month 8.

The interactive campaigns and digital tools required by §IV Task 4 are delivered through integration with the City's existing Ask Carson AI chatbot, the SADA and Google Cloud Dialogflow CX implementation that earned the City of Carson first place statewide from the Center for Digital Government in November 2025. The measurement dashboards in Task 5 include Ask Carson AI usage metrics so that the investment the City has already made in digital infrastructure is visible alongside the new communications assets Hawke Media produces.

5.5 Task 5 — Measurement and Reporting

Vice President of Hawke AI **Randy Osborn** leads Task 5 measurement. Director of Analytics **Dan Consoli** leads the municipal measurement framework design, the predictive analytics models, and the public-funds stewardship vocabulary. Together, they deliver (1) a live Looker Studio dashboard built on City-owned accounts and populated with data from Carson's owned channels, paid media spend, earned media coverage, Hawke AI benchmark overlay, and GIS-based geospatial tourism flow data; (2) monthly snapshot report templates the Multimedia Division can publish without Hawke Media involvement; and (3) a quarterly deep-dive analysis with year-over-year trend reporting and strategic recommendations for the City Manager's Office. Per Addendum No. 1 Q14, all dashboards and hosting accounts are fully owned by the City of Carson, and the infrastructure is designed so that City staff can manage it with minimal external support after the engagement ends.

Four priority KPIs anchor the measurement framework, as confirmed by the City in Addendum No. 1 Q6: **Community Trust Index** (measured through resident surveys, town-hall feedback, and real-time ground-level sentiment data), **Social Sentiment** (tracked through Hootsuite, Sprinklr, and Brandwatch social listening with real-time monitoring per Addendum Q9/Q10), **Geospatial Tourism Flow** (mapped through GIS-based foot-traffic analytics, mobility data, and venue-zone heat mapping as required by Addendum Q7/Q8), and **Brand Recognition** (tracked through aided and unaided awareness surveys, search volume trends, and earned media reach). Baseline benchmarks for each KPI will be established during the discovery phase using the City-provided datasets and Hawke Media's own public-data tools.

Predictive analytics, identified as a high-priority expectation in Addendum No. 1 Q3, are integrated into the measurement framework. Dan Consoli will deliver tourism trend forecasting models and campaign impact predictions to ensure the City of Carson is scaling resources appropriately before FIFA 2026 spillover tourism and LA28 international visitors arrive. The predictive models feed directly into the Five-Year Roadmap's resource-scaling scenarios.

Real-time monitoring and adaptive communications, confirmed as core components by Addendum No. 1 Q9/Q10 and Q16, are built into the dashboard infrastructure. The City currently measures sentiment through town halls and basic social media monitoring; Hawke Media will introduce modern methodologies that capture real-time ground-level data and feedback during events, enabling adaptive communications that adjust the City's message in real-time based on public response.

The three-phase **LA28 measurement framework** required by §IV Task 5.1 establishes pre-event baseline measurement during 2026 and 2027, during-event real-time measurement during the July and August 2028 Games, and post-event impact and legacy measurement through the five-year roadmap horizon. Television viewership metrics for CGTV and Granicus are reported "where available" per §IV Task 5.1 with honest caveats about current measurement infrastructure, and the report relies on CTV, YouTube engagement, and on-screen QR-code redemption as proxies where direct Nielsen-equivalent data is not available. The five-year measurement horizon required by §IV Task 5.2 connects communications outcomes to long-term outcomes the City Council tracks: tourism revenue, tax base growth, resident sentiment, Carson 311 app adoption, and civic pride lift.

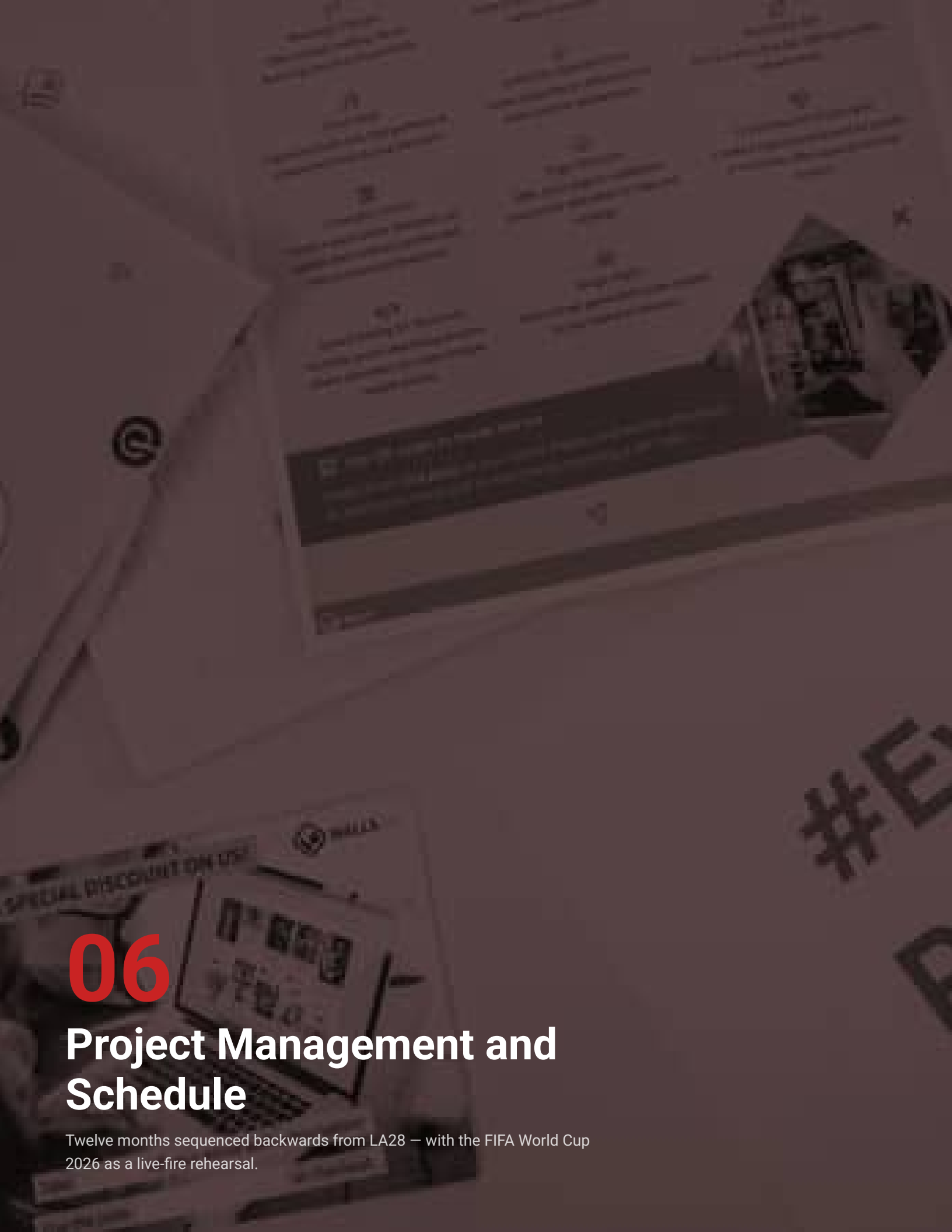
The **Five-Year Strategic Communications Roadmap** (Deliverable D7) explicitly contains the five components required by §VII of the Scope of Work: (1) **a phased implementation roadmap** sequenced from contract award through LA28 readiness and legacy measurement, with pilot programs tested before full rollout per Addendum Q20; (2) **staffing models** for the City of Carson's Multimedia Division and Public Information Office, including role definit-

ions, level-of-effort guidance, and options for scaling from the two new FY 2025/2026 Multimedia Division positions to a full modern-media-organization staffing level; (3) **five-year budget range guidance** that presents annual operating cost scenarios for content production, paid media, platform tooling, training refresh, and governance maintenance; (4) **governance structures** extending the Task 1.4 citywide intake and approval workflow into an ongoing operating model; and (5) **KPI dashboards** anchored to the four priority KPIs (Community Trust Index, Social Sentiment, Geospatial Tourism Flow, Brand Recognition) and extended into a five-year trend view for City Council reporting.

5.6 Section V. Digital Presence

The digital presence requirements in Section V of the Scope of Work are delivered as integrated capabilities across Tasks 1 through 5 rather than as a separate work stream. Social listening runs on Hootsuite, the tool the Scope of Work explicitly names, supplemented by Sprinklr and Brandwatch for crisis monitoring. Content calendars integrate with DEI and cultural recognition calendars per §V so that Carson's communications honor the diversity of residents who celebrate Lunar New Year, Cesar Chavez Day, Black History Month, AAPI Heritage Month, Hispanic Heritage Month, Juneteenth, and Pride alongside the standard civic calendar. Community engagement and customer service protocols carry response-time service-level agreements routed through the Task 1.4 intake workflow. Live streaming standards cover multi-camera CGTV cross-feed for Council meetings, community events, and LA28-readiness public briefings. The accessibility-compliant content standards in §V are the same WCAG 2.1 AA baseline applied in Task 1.2. Municipal television content planning, live and recorded broadcast standards, and cross-promotion between CGTV and social platforms are led by Peter Evans as part of the broadcast strategy in Task 2.1.

The twelve-month schedule below anchors every deliverable above to the LA28 July 14, 2028 deadline, and commits the principals named in Section 3 to remain assigned through final delivery under the principal stability requirement of §4.1 of Exhibit B.



06

Project Management and Schedule

Twelve months sequenced backwards from LA28 — with the FIFA World Cup 2026 as a live-fire rehearsal.

SECTION 6

Project Management and Schedule

Hawke Media will deliver the City of Carson's twelve-month engagement against a schedule that treats LA28 readiness, specifically July 14, 2028, when Tennis, Field Hockey, Archery, Rugby Sevens, and Track Cycling open at Carson Courts, Carson Field, Carson Stadium, and Carson Velodrome, as the fixed, immovable deadline that sequences every milestone. As confirmed in Addendum No. 1 Q4, the anticipated contract term is twelve months, with the primary goal of having the strategic roadmap and initial frameworks completed by late 2026 to support upcoming international events. The benefit to the City of Carson is that the work is built backwards from a date Mayor Davis-Holmes and City Manager Roberts have already publicly committed the Jewel of the South Bay to, rather than forwards from the contract execution date. The FIFA World Cup 2026 spillover tourism window in June and July 2026 functions as a live-fire test of every asset Hawke Media delivers by that point, so the schedule treats it as a milestone acceptance gate in its own right.

Per Addendum No. 1 Q20, the City expects a phased approach with pilot programs to test branding and messaging before full rollout. The twelve-month schedule below incorporates three phases: Discovery and Strategy (Months 1–4), Pilot and Production (Months 5–8), and Optimization and Transfer (Months 9–12).

6.1 Milestone Schedule and Deliverable Sequence

PHASE I — MONTHS 1–4

Discovery and Strategy

- **Month 1** — Engagement kickoff with City Manager's Office, PIO, and Multimedia Division leads. Task 1.1 brand identity assessment begins. 2023 Plan handoff confirmation. Task 5 measurement infrastructure standup (Looker Studio on City-owned accounts, Hawke AI baseline, initial GIS data ingestion). Baseline datasets received from City per Addendum No. 1.
- **Month 2** — **D1: GAP Analysis** accepted by Contract Officer. Task 1.2 accessibility, multilingual, and media benchmarking underway. Granular audience segmentation model delivered. Initial peer-city benchmark extending Torrance, Cerritos, and Alameda.
- **Month 3** — Task 1.3 messaging matrix and tone guidance drafted. Task 1.4 citywide intake-and-approval workflow drafted. First monthly measurement dashboard (D6) published with four priority KPIs. **FIFA World Cup 2026 live-fire rehearsal window begins.**
- **Month 4** — **D2: Brand and Messaging Architecture** accepted by Contract Officer and PIO. Task 2.1 and Task 2.2 assets in place for FIFA World Cup. Predictive analytics baseline delivered.

PHASE II — MONTHS 5–8

Pilot and Production

- **Month 5** — **D3: Platform-Specific Social Media Strategies** accepted. Six-platform playbook operational. Task 2.3 leadership communications playbook delivered. **Pilot program** launches in one City department per Addendum Q20.
- **Month 6** — CSU Dominguez Hills MOU executed. First live training session delivered. GIS-based venue-zone mapping delivered. Real-time monitoring dashboard fully operational.
- **Month 7** — Second live training session delivered. **D5: Training Materials and Governance Standards** accepted. Ambassador program charter delivered. Pilot program results assessed.
- **Month 8** — **D4: Media Innovation Pilot Frameworks** accepted. Non-designer template suite finalized and transferred. Strategic roadmap and initial frameworks completed by late 2026 per Addendum Q4.

PHASE III — MONTHS 9–12

Optimization and Transfer

- **Month 9** — Full rollout of branding and messaging based on pilot validation. Brand ambassador program launches citywide. Predictive analytics updated with post-FIFA data. Adaptive communications tested live.
- **Month 10** — Dashboard optimization based on nine months of data. Year-over-year trend analysis begins. Five-year KPI projections refined. GIS heat-map deliverables finalized.
- **Month 11** — **D7: Five-Year Strategic Communications Roadmap** draft presented to City Manager, City Council, and Contract Officer for review. All source files prepared for final transfer.
- **Month 12** — **D7: Five-Year Roadmap** final version accepted. Final **D6 Measurement Dashboard** snapshot delivered. All source files, dashboard access, governance workflows, training, and templates transferred. Capacity transfer complete.

6.2 Project Management Methodology and Contract Officer Coordination

Jacob Hanson, Managing Director, serves as the day-to-day Project Manager and the primary point of coordination with the City of Carson's Contract Officer and the PIO and Marketing teams identified in Addendum No. 1 Q9 as the firm's coordination partners. **Madison Henning**, Account Manager, serves as the execution lead managing internal workflow, scheduling, deliverable production, and quality control across the Hawke Media bench. **Peter Evans**, Group Managing Director, Client Strategy, serves as the Engagement Lead for any escalation beyond Mr. Hanson's authority. Per Addendum No. 1 Q18, execution is contractor-led, with City PIO staff heavily involved in the approval and implementation phases to ensure alignment with City Council goals.

Hawke Media commits to weekly written status communications with the Contract Officer and monthly deliverable acceptance gates aligned to the schedule above. The measurement dashboards in Task 5 are reviewed quarterly with the City Manager's Office. Hawke Media's baseline assumption, stated here explicitly for Contract Officer visibility, is that City of Carson approvals on submitted deliverables will return within ten business days of submission. If Contract Officer review cycles average longer than fifteen business days during the engagement, the schedule shifts accordingly while the principal stability commitment in Section 6.3 remains in force.

6.3 Principal Stability Commitment (§4.1 Exhibit B)

Hawke Media reaffirms, per §4.1 of Exhibit B and the commitment made in Section 3 of this proposal, that the following principals will not be replaced nor their responsibilities substantially reduced without the express written approval of the City of Carson's Contract Officer during the full twelve-month period of performance: Erik Huberman (Executive Sponsor), Peter Evans (Engagement Lead), Jacob Hanson (Account Director), Amanda Martinez (Creative Director), Dan Consoli (Director of Analytics), Emily Oldfather (Vice President of Branding), Randy Osborn (Vice President, Hawke AI), Areen Mayelan (Vice President of Media), Madison Henning (Account Manager), and Kristen Plemon (Director of Public Relations Strategy). The two-hundred-person Hawke Media bench in Santa Monica provides the depth required to honor this commitment without pulling any named principal to cover other engagements.

6.4 Rework Guarantee (§X of the Scope of Work)

Per §X of the Scope of Work, Hawke Media will revise any deliverable determined by the City of Carson's Contract Officer to be unsatisfactory, without additional charge, until the deliverable is accepted. This rework guarantee applies to all seven headline deliverables (D1 through D7) and to every sub-deliverable rolled up under them, including the messaging matrix, tone guidance, intake workflow, platform playbooks, non-designer template suite, training materials, crisis protocols, innovation pilot frameworks, measurement dashboards, GIS-based deliverables, and ambassador program charter.

6.5 Capacity Transfer at Month 12

At Month 12, Hawke Media transfers to the City of Carson every source file, template library, workflow documentation, training curriculum, dashboard access credential, GIS data layer, and governance standard produced during the engagement, as works made for hire under §6.3 of Exhibit B, with no residual license, subscription, or access fee required to keep the modern municipal media organization operating. Per Addendum No. 1 Q14, the City retains full ownership of all data and hosting accounts, and long-term maintenance is designed so that City staff can manage it with minimal external support. The two new Multimedia Division positions authorized in Carson's fiscal year 2025/2026 budget will take operational ownership of the daily workflow, supported by the Public Information Office and the City Manager's Office through the intake-and-approval structure delivered in Task 1.4. Hawke Media will continue to provide read-only Hawke AI dashboard access for ninety days after final acceptance at no additional charge, so that measurement continuity is preserved while the Multimedia Division team takes full operational control.

Continental Interpreting Services, the California Disabled Veteran Business Enterprise language partner supporting this schedule, is declared in the section that follows.

SECTION 7

Subcontractor List

Hawke Media declares one subcontractor on this engagement: **Continental Interpreting Services, Inc.** (CIS), a California-certified Disabled Veteran Business Enterprise language services firm headquartered in Yorba Linda, California. Continental Interpreting Services is already on file with Hawke Media from prior successful public-sector work and is the only subcontractor Hawke Media will engage for the City of Carson contract. The California Disabled Veteran Business Enterprise certification, the California location, the prior successful partnership, and the specific alignment to Carson's thirty-percent-Spanish and twenty-three-percent-Asian-and-Pacific-Island-language resident demographic together make Continental Interpreting Services the right match for the Jewel of the South Bay's multilingual reach requirement.

7.1 Subcontractor Identification

FIELD	DETAIL
Firm Name	Continental Interpreting Services, Inc.
Point of Contact	Stephanie Fiorito, Vice President
Telephone	(714) 646-8600
Office Location	Yorba Linda, California
Certification	California Disabled Veteran Business Enterprise (DVBE)
Prior Work With Hawke Media	Yes, engaged for prior California public-sector pursuit

7.2 Scope of Subcontractor Work

Continental Interpreting Services will provide certified Spanish and Tagalog written translation of City of Carson communications assets produced by Hawke Media under Scope of Work Tasks 1 through 5, together with culturally-competent community engagement copy review. The scope specifically supports R-046 multilingual adaptability (Spanish and priority languages) and R-025 experience working with diverse urban communities, both identified in the minimum qualifications of Section G of the RFP. Continental Interpreting Services will not deliver brand strategy, creative direction, paid media execution, public relations, analytics, training, or any other work reserved for Hawke Media's direct performance under this contract. The subcontractor's role is limited to certified translation and cultural review.

7.3 Subcontractor Qualifications

Continental Interpreting Services is an established California language services firm with Disabled Veteran Business Enterprise certification recognized by the California Department of General Services. Continental Interpreting Services was engaged by Hawke Media on the Ventura County Workforce Development Board RFP

6240 pursuit, where the partnership supported Spanish-language workforce outreach to a demographically comparable Southern California audience. The firm's California location, DVBE certification, and prior Hawke Media relationship reduce subcontractor onboarding risk to effectively zero and honor the spirit of California's public procurement diversity preferences without requiring any certification or contracting delay.

7.4 Prime Contractor Performance Commitment (R-011)

Continental Interpreting Services' total level of effort on this engagement is estimated at approximately twenty hours across the twelve-month period of performance, or roughly four percent of the combined Hawke Media and subcontractor total labor hours shown in the staffing plan in Section 5 of the Cost File. While Addendum No. 1 Q21 confirmed that there are no strict limits on the percentage of work that can be subcontracted and the lead firm must manage the project, the overwhelming majority of the work required by RFP 26-003, brand identity assessment, governance architecture, creative production, broadcast strategy, platform-by-platform playbooks, paid media, public relations, training, innovation frameworks, geospatial analytics, predictive analytics, measurement, and the Five-Year Strategic Communications Roadmap, will be performed directly by Hawke Media. Per Addendum No. 1 Q22, the City encourages specialized subcontractors for niche fields like AI, data analytics, and media production; Hawke Media performs all of these capabilities in-house through Hawke AI (Randy Osborn), the analytics team (Dan Consoli), and the creative bench (Amanda Martinez), which is why only one specialized subcontractor, for certified multilingual translation, is required.

7.5 Subcontractor Substitution Commitment (§4.5 Exhibit B)

Per §4.5 of Exhibit B of the City of Carson's Professional Services Agreement, Hawke Media commits that no subcontractor will be added, substituted, or removed from this engagement without the express written approval of the City of Carson's Contract Officer. Continental Interpreting Services is the sole declared subcontractor at proposal submission, and Hawke Media does not intend to request substitution or addition during the period of performance.

7.6 Translation Quality Control Layer

Every Spanish-language asset produced by Continental Interpreting Services will pass through Managing Director **Jacob Hanson**'s editorial review before publication to the City of Carson. Mr. Hanson holds a Bachelor of Arts degree in Spanish and serves as the primary Account Director on this engagement, and his in-house review provides a second quality-control layer on all Spanish-language content that reaches Carson residents, ensuring that the editorial care Hawke Media applies to English-language content is matched in the translated material reaching the thirty percent of Carson residents who speak Spanish at home.

The pricing structure supporting this team — Hawke Media direct labor across the ten named principals and the supporting specialist bench, plus the Continental Interpreting Services pass-through, plus a California sales tax line item where applicable, is detailed in the Cost File (Exhibit C) that accompanies this proposal.

EXHIBIT C

Cost File

Hawke Media, LLC — Response to RFP 26-003 | Place-Making, Identity, and Integrated Marketing Strategy | City of Carson, California
Point of Contact: Jacob Hanson, Managing Director | rfp@hawkemedia.com | (310) 451-7295 | April 9, 2026 | Pricing Validity: 90 days

1. Cost Proposal Overview and Value Narrative

Hawke Media's pricing is structured to deliver the City of Carson's full Scope of Work within the **$80,000 budget** the City confirmed in Addendum No. 1. Three cost discriminators shape this structure:

Single-invoice full-service consolidation

The City of Carson will receive one contract, one point of contact, one rate schedule, and one monthly invoice for brand strategy, creative production, public relations, analytics, training, and governance. Multi-vendor engagements typically carry a ten to twenty percent coordination overhead; Hawke Media absorbs this internally because all twenty-five service lines sit under one Santa Monica roof.

Capacity-building deliverables reduce Carson's five-year cost of ownership

Every template, training session, dashboard, and workflow produced under this engagement is editable, owned by the City of Carson as a work made for hire, and designed for non-designer use. The two new Multimedia Division positions authorized in Carson's fiscal year 2025/2026 budget will take operational ownership at Month 12, which means the City's fiscal year 2027/2028 communications budgets do not need to repeat this scope.

No fuel surcharges, mileage, or disallowed reimbursables budgeted

Hawke Media's Santa Monica headquarters is twenty-two miles from Carson City Hall. Every kickoff meeting, working session, training delivery, and Council presentation is priced fully loaded with no per-trip reimbursable ask.

Unlike pricing approaches that bundle governance strategy and modern media production into a single opaque lump sum, this Cost File breaks out each task in the Scope of Work as a standalone task-based lump sum with a parallel hourly rate schedule, giving the City of Carson transparency into exactly what each deliverable costs and preserving the City's right to descope any task under the 30-day termination provision of §7.7 of Exhibit B without stranded value. Per Addendum No. 1 Q24, the City confirmed openness to modular pricing tied to roadmap milestones; the structure below reflects that guidance.

2. Lump-Sum Not-to-Exceed Pricing

LINE ITEM	AMOUNT
Lump-Sum Not-to-Exceed (all five SOW tasks + Section V + Section VI ambassador program + Section VII implementation framework + Section VIII deliverables)	**$79,500.00**

California Sales Tax (if applicable; professional services typically exempt)	$0.00
Additional Reimbursable Expenses	$0.00
Total Lump-Sum NTE	**$79,500.00**

3. Task-Based Pricing (preferred structure for evaluation)

Five CLINs map one-to-one to the five tasks in the Scope of Work and one-to-one to Work Breakdown Structure elements WBS 1.0 through WBS 5.0.

CLIN	SOW TASK / WBS ELEMENT	LEAD PRINCIPAL	LUMP-SUM PRICE
0001	Task 1: Brand Identity Assessment & Governance (WBS 1.0) — D1, D2 partial, D5 partial	Emily Oldfather (VP Branding)	$19,500.00
0002	Task 2: Strategic Positioning & Place-Making (WBS 2.0) — D2 balance, D3, crisis protocols	Peter Evans (Engagement Lead)	$19,500.00
0003	Task 3: Asset Production & Training (WBS 3.0) — D2 template pack, D5 training, ambassador	Amanda Martinez (Creative Dir.)	$14,500.00
0004	Task 4: Innovation & Emerging Technology (WBS 4.0) — AR/VR, pilot, CSUDH, GIS	Randy Osborn (VP HawkeAI)	$8,000.00
0005	Task 5: Measurement, Reporting & Roadmap (WBS 5.0) — D6, D7, predictive, GIS	Dan Consoli (Analytics); D7: Peter Evans	$15,000.00
Subtotal: Hawke Media Direct Labor (CLINs 0001–0005)			**$76,500.00**
	Continental Interpreting Services (DVBE subcontract, pass-through)	Jacob Hanson (oversight)	$3,000.00
Total Task-Based Price			**$79,500.00**

4. Optional Value-Added Modules

MODULE	SCOPE	TRIGGER	PRICE
A.	Advanced Real-Time Monitoring Dashboard	Month 3	$17,500.00
B.	HawkeZ Creator Content Production (12-piece/quarter)	Month 4	$25,000.00
C.	GIS and Geospatial Analytics Package	Month 5	$12,500.00
D.	Paid Media Management	On activation	16% agency fee
E.	Predictive Analytics and Forecasting	Month 6	$10,000.00

5. Hourly Rate Schedule

LABOR CATEGORY	NAMED ROLE HOLDER	HOURLY RATE
Managing Director / Engagement Lead	Peter Evans	$250.00
Managing Director / Account Director	Jacob Hanson	$250.00
Creative Director	Amanda Martinez	$195.00
Vice President of Branding	Emily Oldfather	$195.00
VP of Media / Dir. of Paid Search	Areen Mayelan	$195.00
Director of Analytics	Dan Consoli	$165.00
Vice President, Hawke AI	Randy Osborn	$165.00
Account Manager	Madison Henning	$185.00
Director of Public Relations Strategy	Kristen Plemon	$145.00
Senior Copywriter	(supporting bench)	$145.00
Graphic Designer	(supporting bench)	$145.00
Video Producer	(supporting bench)	$145.00
Project Coordinator	(supporting bench)	$125.00
Spanish-Language Content Specialist	(supporting bench)	$145.00

All rates fully loaded (overhead ~35%, fringe ~25%, materials, communications, internal tooling). CIS translation billed at CIS standard DVBE rate, no Hawke markup.

6. Level of Effort Summary

The core engagement level of effort across the twelve-month period of performance is approximately **430 Hawke Media direct labor hours** across the fourteen labor categories shown above, supported by approximately **20 Continental Interpreting Services hours** under the DVBE subcontract. This level of effort averages roughly 36 to 38 combined hours per month, consistent with the senior-led strategic engagement posture the City described in Addendum No. 1 Q18 ("execution will be contractor-led, but the City PIO staff will be heavily involved in the approval and implementation phases"). The named principals deliver strategy, frameworks, governance architecture, training, dashboards, and the Five-Year Roadmap; City PIO and Multimedia Division staff lead day-to-day implementation using the templates, workflows, and tools Hawke Media produces and transfers.

7. Assumptions and Exclusions

1. **2023 Plan source files**: The City of Carson will make the 2023 Strategic Communications and Marketing Plan available to Hawke Media in editable form at kickoff. Per Addendum No. 1, baseline datasets (historical social/web metrics) will be shared during the

discovery phase.

2. **Contract term**: Twelve months per Addendum No. 1 Q4, with the primary goal of having the strategic roadmap and initial frameworks completed by late 2026.
3. **Hybrid data access model**: Per Addendum No. 1, the City will provide internal reports and data exports for sensitive metrics; Hawke Media will use its own tools (Hawke AI, Hootsuite, Sprinklr, GA4) to pull public-facing data.
4. **Contract Officer approval cycle**: Approvals return within ten business days on average. If average exceeds fifteen business days, the schedule extends proportionally.
5. **CSU Dominguez Hills partnership**: MOU executes by Month 6. If not, Task 4 pivots to evaluation and framework deliverable without student-led pilot.
6. **CIS scope**: Approximately 20 hours budgeted. Growth requires written Contract Officer approval per §4.5 of Exhibit B.
7. **Paid media pass-through**: No paid media buying in core engagement. Optional Module D available at 16% agency fee.
8. **Travel**: No per-trip reimbursables budgeted. All travel priced fully loaded.
9. **Federal taxes**: Excluded, the City of Carson is federal-tax exempt per §E.
10. **Prevailing wage**: Marketing and communications services are outside public works scope of CA prevailing wage law.
11. **30-day termination protection**: City pays only for milestones accepted in writing prior to termination effective date.
12. **Data ownership**: Per Addendum No. 1 Q14, the City retains full ownership of all data and hosting accounts.

8–9. Pricing Validity and Payment Terms

Pricing is binding for 90 days from the proposal due date per §E. All line items will be entered into PlanetBids exactly as shown. This Cost File is authoritative. Payment terms follow the Professional Services Agreement. Hawke Media supports modular payment milestones tied to deliverable acceptance gates per Addendum No. 1 Q24.

EXHIBIT A

Required Attachments and Client Reference List

This package satisfies all Required General Attachments identified in §E of RFP 26-003 (not counted against the 20-page proposal limit) and the Client Reference List minimum of three projects of similar scope and capacity completed within the past three years.

1. Exhibit A Forms Package Index

#	REQUIRED ATTACHMENT	STATUS	AUTHORITY
1	Bidder/Proposer Affidavit, signed, notarized (UEI: W9JULXZDMT43)	Attached; signed by Jacob Hanson, Managing Director; notarized	§E (R-013)
2	Non-Collusion and Non-Discrimination Affidavit	Attached, signed	§E (R-014)
3	Non-Federal Lobbyist Affidavit	Attached, signed	§E (R-015)
4	Debarment and Suspension Certification	Attached, signed	§E (R-016)
5	Insurance Endorsements Acknowledgment	Attached (see §3)	§E (R-017); §5.1 Ex B (R-028–R-033)
6	Client Reference List (min. 3)	Attached (see §2)	§E (R-018)
7	CA Labor Code §3700 Certification	Attached, signed	§E (R-019)
8	W-9 (TIN/EIN 46-3254493)	Attached	§E (R-020)
9	Modifications to Form Contract (Exhibit B)	No modifications requested	§E (R-021)
10	Addendum No. 1 Acknowledgment of Receipt	Attached, signed	Addendum No. 1

2. Client Reference List

2.1 Reference 1 — The Plug Drink

FIELD	DETAIL
Client Name	The Plug Drink
Point of Contact	Ray Kim
Telephone	(818) 271-9562
Location	Los Angeles, California

Scope	Paid media strategy, performance marketing, brand growth, creative production
Relevance	LA regional engagement, large-scale paid media activation, D2C communications
Completion Window	Within past 3 years

2.2 Reference 2 — Green Box Robotics

FIELD	DETAIL
Client Name	Green Box Robotics
Point of Contact	Zack Johnson
Telephone	(954) 854-0696
Scope	Visual identity, UX/UI design, website development, brand architecture
Relevance	**Closest direct scope match to Carson's Task 1** (brand identity, messaging architecture, visual identity, non-designer template deliverables)
Completion Window	Within past 3 years

2.3 Reference 3 — EV Connect

FIELD	DETAIL
Client Name	EV Connect
Point of Contact	Jordan Ramer
Telephone	(888) 780-0062
Location	El Segundo, California
Scope	Public-interest energy infrastructure brand development, integrated marketing
Relevance	**California HQ, public-mission brand, stakeholder communications**
Completion Window	Within past 3 years

2.4 Alternate References

Alternate Reference A — Good hYOUman. Los Angeles-based outsourced CMO engagement; available as a Hawke Media reference on request. Provides corroboration of Hawke Media's capacity to serve as an embedded strategic communications partner.

Alternate Reference B — Cook Center for Human Connection. Mark Welling, (801) 404-4432. Hawke Media delivered integrated marketing and outreach services that generated 18 million verified impressions, a 3:1 return on advertising spend, and a 5x increase in application submissions.

3. Insurance Documentation (§5.1 of Exhibit B)

COVERAGE	REQUIRED LIMIT	STATUS
General Liability (ISO CGL)	$1M per occurrence / $2M aggregate	On file
Workers Comp + Employer's Liability	$1M	On file; CA §3700 certified
Automotive Liability	$1M per occurrence	On file
Professional Liability (E&O)	$1M per claim / $1M aggregate, 5-year tail	Pending; confirmation in progress
Insurer Rating	A- or better, Class VII+ (Best's)	Confirmed

4. California Municipal Compliance Attestations

- **CA Labor Code §3700**: Workers compensation maintained; certification attached.
- **CA Public Records Act**: All records subject to disclosure under CPRA and §6.1 retention.
- **DIR Prevailing Wage**: Not required; marketing services outside public works scope.
- **CA Sales Tax**: Separate line item; professional services typically exempt ($0.00 default).
- **Governing Law and Venue**: California law; LA County Superior Court accepted per §7.1.

5. Addendum No. 1 — Acknowledgment of Receipt

Hawke Media acknowledges receipt of Addendum No. 1 (April 2, 2026) and affirms all information has been considered. Both required actions completed: signed acknowledgment included and electronic acknowledgment completed in PlanetBids.

Authorized Signature: Jacob Hanson | **Date**: April 9, 2026 | **Title**: Managing Director | Hawke Media, LLC

6. Signatory Authorization

All documents in this Exhibit A package are signed and dated by **Jacob Hanson, Managing Director of Hawke Media, LLC**, as the officer authorized to legally bind Hawke Media, LLC to the terms and commitments of this proposal per §E (R-003) of RFP 26-003.

Ready to Build Carson's Modern Media Organization

Twenty-two miles from Carson City Hall. One contract. One invoice. One team.

Jacob Hanson, Managing Director
rfp@hawkemedia.com | (310) 451-7295

Hawke Media, LLC
2415 Michigan Avenue, Santa Monica, CA 90404
hawkemedia.com

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

HAWKE MEDIA, LLC

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
HAWKE MEDIA, LLC

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this ____ day of _____, 2026 by and between the CITY OF CARSON, a California municipal corporation ("City") and HAWKE MEDIA, LLC, a California limited liability company ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

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

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

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

standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant's Proposal.

The Scope of Service shall include the Consultant's 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 Nine Thousand Five Hundred Dollars and Zero Cents ($79,500.00)** (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; (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) year 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:

Jacob Hanson Managing Director

Commented [PS1]: Confirm Consultant's representative.

(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 Margie Revilla, Public Information 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.

Commented [PS2]: Confirm approved by risk management. I saw professional liability is pending-confirmation in progress. Lets confirm that as well.

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:

HAWKE MEDIA, LLC, a California limited liability company

By:_____
Name:
Title:

By:_____
Name:
Title:
Address: 2415 Michigan Avenue
Santa Monica, California 90804

If Consultant is a limited liability company, any one of the following options will satisfy City's signature requirements pursuant to the Corporations Code. Option A: One signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. Option B: Signatures required from two managers unless the LLC is managed by one manager per its articles of organization, in which case only one signature from that manager is required. Option C: One signature required from any member unless the LLC is manager-managed per its articles of organization. Option D: One signature required from any manager if the LLC is manager-managed per its articles of organization. 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.

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services:

A. Consultant shall develop and implement a comprehensive Five-Year Strategic Communications, City Television, Digital Media Innovation, and Integrated Marketing Roadmap that positions the City of Carson as a modern municipal media organization. Consultant shall create a unified, citywide communications strategy governing both internal and external communications across elected officials, executive leadership, departments, and affiliated bodies, while advancing high-quality, accessible, and engaging content across television, digital, and merging platforms. The scope includes evaluating and expanding City-owned broadcast channels, streaming platforms, and original content production; strengthening brand identity, transparency, and public trust; supporting economic development and tourism; enhancing crisis communications; and ensuring accessibility, multilingual reach, and data-driven decision-making. The Roadmap shall reflect national municipal best practices while being tailored to Carson's unique governance structure, diversity, and identity as the "Jewel of the South Bay."

B. Five-Year Roadmap Phase Structure

TASK 1: FOUNDATION, ASSESSMENT, AND BRAND ASSET VALIDATION

1. Brand and Communications Assessment

   (a) Organization-wide brand identity assessment

   (b) Communications and marketing inventory across all departments

   (c) Evaluation of existing workflows and approval structures

2. Brand Asset Validation Requirements

   (a) Evaluate and provide recommendations regarding:

      (i) ADA and digital accessibility compliance (WCAG standards)

      (ii) Multilingual adaptability, including Spanish and other priority languages

      (iii) Regional and national media representation gaps

      (iv) Earned vs. Owned vs. Social media presence benchmarking against peer cities

(v) Regional media engagement strategy to increase placement and coverage

3. Brand Messaging and Architecture

(a) Consultant shall develop:

(i) A social media messaging matrix (captions, hashtags, campaign slogans)

(ii) Tone guidance including "Do/Don't" standards for:

(A) Celebratory messaging

(B) Official announcements

(C) Emergency and crisis communications

4. Governance and Intake Framework

(a) Citywide intake and review workflow for communications and branding requests

(b) Department submission process

(c) Approval routing and service-level timelines

(d) Alignment with Multimedia Division and City Manager's Office

TASK 2: STRATEGIC POSITIONING AND GLOBAL EVENTS READINESS

1. Global Event Positioning Strategy

(a) Messaging strategy for global and national events

(b) Crisis-response and rapid-response messaging protocols; Social media misinformation and rumor response guidance

(c) Live, delayed, and on-demand programming guidance

(d) Cross-platform distribution plans (TV, YouTube, social, website)

2. Tourism and Digital Place-Making Strategy

(a) Platform-by-platform strategy requirements:

(i) Instagram strategy

(ii) TikTok strategy

(iii) Youtube Strategy

(iv) LinkedIn Strategy

(v) City App Strategy

(vi) Facebook Strategy

(b) Required components:

(i) Short-form video strategy (Reels, TikTok, Shorts)

(ii) Creator and influencer partnership guidance

(iii) Recommended content cadence (daily, weekly, monthly)

3. Leadership and Government Communications

(a) The roadmap must include communication strategies tailored to:

(i) Mayor and Council communications

(ii) Executive leadership messaging

(iii) Department-level operational communications

(iv) Community meeting and public hearing communications

TASK 3: IMPLEMENTATION, ASSET DEVELOPMENT, AND TRAINING

1. High-Priority Asset Development

(a) All deliverables must:

(i) Be provided in fully editable formats

(ii) Be owned by the City of Carson

(iii) Include templates usable by non-design staff

(iv) Assets shall be suitable for both broadcast television and digital distribution

(b) Assets may include:

(i) Social media templates

(ii) Presentation templates

(iii) Video graphics packages

(iv) Broadcast motion graphics and lower-third packages

(v) Standardized on-screen branding for meetings and events

(vi) Campaign toolkits

(vii) Press Release templates

2. Workface Training and Adoption

(a) Social media and communications training for staff

(b) Crisis communications training

(c) Elected official communications support guidance

TASK 4: MEDIA INNOVATION, EXPANSION, AND PARTNERSHIPS

1. Consultant shall:

(a) Evaluate emerging technologies (AR, VR, immersive media)

(b) Pilot virtual tours and digital experiences

(c) Develop interactive campaigns and digital tools

(d) Expand City video programming and storytelling

(e) Partner with universities, tech organizations, and media producers

2. Community engagement initiatives may include:

(a) Crowdsourced media projects

(b) Youth and student content initiatives

(c) AR-enhanced civic education experiences

TASK 5: MEASUREMENT, LEGACY, AND POST-EVENT SUSTAINABILITY

1. Performance Measurement and Reporting

(a) Consultant shall develop:

(i) Monthly or quarterly reporting templates

(ii) Pre-event baseline measurement

(iii) During-event real-time metrics

(iv) Post-event impact and legacy measurement models

(v) Television viewership metrics (where available)

2. Post-Event Legacy Strategy

(a) Roadmap shall define:

(i) How assets and messaging remain usable beyond major events

(ii) How community engagement momentum is sustained

(iii) Long-term brand and economic impact measurement

C. Digital Presence and Social Media Management

1. Consultant shall implement:

(a) Comprehensive content calendars

(b) DEI and cultural recognition calendars

(c) Social listening using tools such as Hootsuite

(d) Community engagement and customer service protocols

(e) Live streaming standards

(f) Influencer and community partner collaboration

(g) Accessibility-compliant content standards

(h) Municipal television content planning and scheduling

(i) Live and recorded broadcast standards

(j) Cross-promotion between television and social platforms

D. Internal Communications and Organizational Alignment

1. Consultant shall create communications frameworks addressing:

(a) Mayor and Council communications strategy

(b) Executive leadership communications alignment

(c) Department and division communications coordination

(d) Crisis escalation and approval protocols

(e) Brand ambassador program development

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

A. Five-Year Strategic Communications Roadmap

B. Brand and messaging architecture

C. Platform-specific social media strategies

D. Media innovation pilot frameworks

E. Training materials and governance standards

F. Measurement and reporting dashboards

G. GAP analysis of City's current communications strategies

H. KPI dashboards and reporting models

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. As requested by the 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. Erik Huberman, CEO & Founder

B. Peter Evans, Group Managing Director, Client Strategy

C. Jacob Hanson, Managing Director

D. Amanda Martinez, Creative Director

E. Dan Consoli, Director of Analytics

F. Emily Oldfather, VP of Branding

G. Randy Osborn, VP, Hawke AI

H. Areen Mayelan, VP of Media/Director of Paid Search

I. Kristen Plemon, Director of PR Strategy

J. Madison Henning, Account Manger

K. Continental Interpreting Services, Inc. (*Subcontractor to provide certified Spanish and Tagalog written translation)*

1. Stephanie Fiorito, Vice President

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

[not applicable]

EXHIBIT "C"
SCHEDULE OF COMPENSATION

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

SOW Task/ WBS Element	**Lead Principal**	**Lump-Sum Price**
Task 1: Brand Identity Assessment & Governance	Emily Oldfather (VP Branding)	$19,500.00
Task 2: Strategic Positioning & Place-Making	Peter Evans (Engagement Lead)	$19,500.00
Task 3: Asset Production & Training	Amanda Martinez (Creative Director)	$14,500.00
Task 4: Innovation & Emerging Technology	Randy Osborn (VP HawkeAI)	$8,000.00
Task 5: Measurement, Reporting & Roadmap	Dan Consoli (Analytics) / Peter Evans	$15,000.00
Subtotal: Hawkins Media Direct Labor		**$76,500.00**
Subcontractor: Continental Interpreting Services	Jacob Hanson (oversight)	$3,000.00
Total Pricing:		**$79,500.00**

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

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

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 $79,500.00 as provided in Section 2.1 of this Agreement.

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

EXHIBIT C-1

CONSULTANT'S BILLING RATES

LABOR CATEGORY	NAMED ROLE HOLDER	HOURLY RATE
Managing Director / Engagement Lead	Peter Evans	$250.00
Managing Director / Account Director	Jacob Hanson	$250.00
Creative Director	Amanda Martinez	$195.00
Vice President of Branding	Emily Oldfather	$195.00
VP of Media / Dir. of Paid Search	Areen Mayelan	$195.00
Director of Analytics	Dan Consoli	$165.00
Vice President, Hawke AI	Randy Osborn	$165.00
Account Manager	Madison Henning	$185.00
Director of Public Relations Strategy	Kristen Plemon	$145.00
Senior Copywriter	(supporting bench)	$145.00
Graphic Designer	(supporting bench)	$145.00
Video Producer	(supporting bench)	$145.00
Project Coordinator	(supporting bench)	$125.00
Spanish-Language Content Specialist	(supporting bench)	$145.00

All rates fully loaded (overhead ~35%, fringe ~25%, materials, communications, internal tooling). CIS translation billed at CIS standard DVBE rate, no Hawke markup.

OPTIONAL VALUE-ADDED MODULES

MODULE	SCOPE	TRIGGER	PRICE
A.	Advanced Real-Time Monitoring Dashboard	Month 3	$17,500.00
B.	HawkeZ Creator Content Production (12-piece/quarter)	Month 4	$25,000.00
C.	GIS and Geospatial Analytics Package	Month 5	$12,500.00
D.	Paid Media Management	On activation	16% agency fee
E.	Predictive Analytics and Forecasting	Month 6	$10,000.00

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

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

PHASE I — MONTHS 1–4

Discovery and Strategy

- **Month 1** — Engagement kickoff with City Manager's Office, PIO, and Multimedia Division leads. Task 1.1 brand identity assessment begins. 2023 Plan handoff confirmation. Task 5 measurement infrastructure standup (Looker Studio on City-owned accounts, Hawke AI baseline, initial GIS data ingestion). Baseline datasets received from City per Addendum No. 1.
- **Month 2** — **D1: GAP Analysis** accepted by Contract Officer. Task 1.2 accessibility, multilingual, and media benchmarking underway. Granular audience segmentation model delivered. Initial peer-city benchmark extending Torrance, Cerritos, and Alameda.
- **Month 3** — Task 1.3 messaging matrix and tone guidance drafted. Task 1.4 citywide intake-and-approval workflow drafted. First monthly measurement dashboard (D6) published with four priority KPIs. **FIFA World Cup 2026 live-fire rehearsal window begins.**
- **Month 4** — **D2: Brand and Messaging Architecture** accepted by Contract Officer and PIO. Task 2.1 and Task 2.2 assets in place for FIFA World Cup. Predictive analytics baseline delivered.

PHASE II — MONTHS 5–8

Pilot and Production

- **Month 5** — **D3: Platform-Specific Social Media Strategies** accepted. Six-platform playbook operational. Task 2.3 leadership communications playbook delivered. **Pilot program** launches in one City department per Addendum Q20.
- **Month 6** — CSU Dominguez Hills MOU executed. First live training session delivered. GIS-based venue-zone mapping delivered. Real-time monitoring dashboard fully operational.
- **Month 7** — Second live training session delivered. **D5: Training Materials and Governance Standards** accepted. Ambassador program charter delivered. Pilot program results assessed.
- **Month 8** — **D4: Media Innovation Pilot Frameworks** accepted. Non-designer template suite finalized and transferred. Strategic roadmap and initial frameworks completed by late 2026 per Addendum Q4.

PHASE III — MONTHS 9–12

Optimization and Transfer

- **Month 9** — Full rollout of branding and messaging based on pilot validation. Brand ambassador program launches citywide. Predictive analytics updated with post-FIFA data. Adaptive communications tested live.
- **Month 10** — Dashboard optimization based on nine months of data. Year-over-year trend analysis begins. Five-year KPI projections refined. GIS heat-map deliverables finalized.
- **Month 11** — **D7: Five-Year Strategic Communications Roadmap** draft presented to City Manager, City Council, and Contract Officer for review. All source files prepared for final transfer.
- **Month 12** — **D7: Five-Year Roadmap** final version accepted. Final **D6 Measurement Dashboard** snapshot delivered. All source files, dashboard access, governance workflows, training, and templates transferred. Capacity transfer complete.

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

A.

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

Commented [PS3]: Above are the phase implementations timeline. Do we want specific dates when deliverables are due? Like Roadmap, brand architecture, trainin gmaterials, etc?

File #: **Version:**

Report to City Council, Successor Agency, and Housing Authority

Tuesday, May 5, 2026, 5:00 PM

CONSENT 24.

To: City Council, Successor Agency, and Housing Authority

From: Joy Simarago, Deputy City Clerk CCO Administration

Subject: ANNUAL REPORT - REGISTERED LOBBYISTS (CITY COUNCIL)

I. SUMMARY

This item is on the agenda pursuant to Chapter 3.5 (Lobbyist Registration) § 2357 (Duties of the City Clerk) of the Carson Municipal Code. In May of each year, City Clerk shall file an annual report with the City Council, compiling information filed by lobbyists who registered or re-registered with the City by April 2026.

Below is the list of lobbyists who are currently registered with the City:

1. **Gabriela Medina**

Client(s):

SoCalGas

Southern California Gas Company

2. **Henry Barzotti,** Nielsen Merksamer Parrinello Gross & Leoni LLP

Client(s):

Phillips 66 – Carson refinery closure and redevelopment

3. **Nik Weinberg-Lynn,** Nielsen Merksamer Parrinello Gross & Leoni LLP

Client(s):

Phillips 66 – Carson refinery closure and redevelopment

4. **Heather Crossner,** Politicom Law LLP

Client(s):

Phillips 66 – Refinery Redevelopment

5. **Tom Marshall,** Politicom Law LLP

Client(s):

Phillips 66 – Refinery Redevelopment

6. **Dan Sachs,** Politicom Law LLP

Client(s):

Phillips 66 – Refinery Redevelopment

7. **Mike P. Murchison**, Murchison Consulting Inc.

Client(s):

Not listed

8. **John Edmond,** Edmond Group LLC

Client(s):

NAIOP SoCal – Commercial real estate development matters

9. **Victor Ibarra**, Nielsen Merksamer Parrinello Gross & Leoni LLP

Client(s):

Marathon Petroleum Corporation and its Subsidiaries - Carson Benefits Agreement and Carson Beautification Agreement, Carson Oil Tax, Right of Way Agreements, Street Improvements, LAR Air Monitoring System, Carson Emergency Notification System, Daily maintenance issues

10. **Ramine S. Ross**

Client(s):

Western States Petroleum Association – Carson Pipeline Ordinance

11. **Marc Mitchell,** Mitchell Public Affairs Inc.

Client(s):

PBF Energy – Pipeline Agreement

12. **Ben Oakley,** Western States Petroleum Association

Client(s):

Not listed

13. **Patty J. Senecal**

Client(s):

Western States Petroleum Association – Pipeline Franchise

14. **Edgar Khalatian,** Mayer Brown LLP

Client(s):

VESI 27 LLC – CUP No. 1128-23, DOR No. 1935-23, DA No. 33-23

15. **Nedda Mahrou,** Mayer Brown LLP

Client(s):

VESI 27 LLC - CUP No. 1128-23, DOR No. 1935-23, DA No. 33-23

16. **Violet Flocks,** Mayer Brown LLP

Client(s):

VESI 27 LLC – CUP No. 1128-23, DOR No. 1935-23, DA No. 33-23

17. **Jerome Horton,** Strategic Advocates, LLC

Client(s):

Calitica – Energy conservation

18. **Joshua Leite,** Politicom Law LLP

Client(s):

Phillips 66 – Refinery redevelopment

19. **Gabe Kramer,** Marathon Communications

Client(s):

Arevon – Avocet Project CUP

Ormat – Griffith Project CUP and PA

20. **Richard Lichtenstein,** Marathon Communications

Client(s):

Arevon – Avocet Project CUP

Ormat – Griffith Project CUP and PA

21. **Anna Shaver,** Marathon Communications

Client(s):

Arevon – Avocet Project CUP

Ormat – Griffith Project CUP and PA

II. RECOMMENDATION

RECEIVE and FILE.

III. ALTERNATIVES

None.

IV. BACKGROUND

Pursuant to Carson Municipal Code (CMC) § 2357 Duties of the City Clerk, states in part, “In May of each year, the City Clerk shall file an annual report with the City Council, compiling the information filed by lobbyists who re-register before April 1st of each year.

All reports and statements filed with the City Clerk under this chapter shall be preserved by the City Clerk for a period of five (5) years from the date of filing. Such reports and statements shall constitute part of the public records of the Clerk’s office and shall be open to public inspection.”

The City Council of the City of Carson is authorized to regulate activities of persons and groups of persons who are hired or contracted for the purpose of lobbying or otherwise influencing municipal legislation.

The Lobbyist Registration Statements are available on the City Clerk’s web page and in the Office of the City Clerk for public inspection.

V. FISCAL IMPACT

Revenue of $3,360 was received from lobbyist registrations.

VI. EXHIBITS

None.

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

Report to Honorable Mayor and City Council

Tuesday, May 5, 2026, 5:00 PM

CONSENT 25.

To: Honorable Mayor and City Council

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

Subject: CONSIDER AWARDING A PUBLIC CONSTRUCTION, MAINTENANCE AND SERVICES AGREEMENT WITH JOHNSON CONTROLS BUILDING SOLUTIONS, LLC FOR CITYWIDE INTRUSION DETECTION AND ALARM MONITORING SERVICES (CITY COUNCIL)

I. SUMMARY

On February 5, 2026, the City issued Request for Proposals (RFP) No. 26-013 (Exhibit No. 1) soliciting proposals from qualified firms to provide citywide intrusion detection and alarm monitoring services. On February 26, 2026, a total of three firms responded and submitted their proposals. After detailed review and evaluation of the proposals, staff determined that Johnson Controls Building Solutions, LLC provides the best overall value to the city based on the established evaluation criteria. Staff is seeking the City Council's approval of an award of contract to Johnson Controls Building Solutions, LLC for de-installation and installation of equipment followed by five-years of services to provide citywide intrusion detection and alarm monitoring services, at a cost not to exceed $404,449.10.

II. RECOMMENDATION

TAKE the following actions:

1. AWARD a contract to Johnson Controls Building Solutions, LLC for de-installation and installation of equipment followed by five-years of services to provide citywide intrusion detection and alarm monitoring services, for a not-to-exceed total contract sum of $404,449.10; and,
2. AUTHORIZE the Mayor to execute the agreement, following approval as to form by the City Attorney.

III. ALTERNATIVES

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

IV. BACKGROUND

Staff was directed to evaluate and enhance security measures at city facilities in response to incidents involving unauthorized access and related security concerns. Staff conducted an internal assessment of city facilities to identify locations where enhanced security measures, including intrusion detection and alarm monitoring systems, would support the protection of city assets and improve overall facility security. A detailed listing of the city facilities and parks included in the scope of services is provided in Request for Proposals (RFP) No. 26-013 (Exhibit No. 1), page 9.

On February 5, 2026, staff initiated RFP No. 26-013 which was subsequently published in "Our Weekly" of the Daily Journal on February 5, 2026, seeking qualified vendors to provide citywide intrusion detection and alarm monitoring services to all city facilities and parks.

On February 26, 2026, the three firms listed below responded and submitted their proposals:

1. Am-Tec Total Security Inc.
2. Intercom Clock & Signal Service (ICS Service)
3. Johnson Controls Building Solutions, LLC

All three proposals were reviewed for completeness of response, compliance with the RFP requirements, qualifications, staffing approach, references, experience, and cost. Following this evaluation, staff identified Johnson Controls Building Solutions, LLC as the highest ranked proposer and best suited to meet the city's needs.

Staff is now seeking City Council award of contract to Johnson Controls Building Solutions, LLC for de-installation and installation of equipment followed by five-years of services to provide citywide intrusion detection and alarm monitoring services, at a cost not to exceed $404,449.10. $73,295.92 of this amount will comprise the public works project for de-installation and installation of equipment, triggering the typical public project bond requirements. Once this phase of the project is completed, the five year services period will commence. This recommendation is based on staff's determination that Johnson Controls provides the best overall value to the city and is best aligned with the established evaluation criteria and project requirements. The best value approach is suitable for procurement of the public project component of the contract because the public project component does not exceed $75,000 which, under the Uniform Public Construction Cost Accounting Act, carries a no bid requirement.

V. FISCAL IMPACT

The total cost of the agreement is not to exceed $404,449.10. Funding is available through the Capital Improvement Program (CIP) under Project No. 1819, Account No. 101-99-999-904-8012, within the adopted CIP budget, as amended through a City Council approved mid-year adjustment.

VI. EXHIBITS

1. RFP 26-013
2. Johnson Controls Building Solutions, LLC Submitted Proposal
3. RFP 26-013 Bid Register
4. Proposed Contract with Johnson Controls Building Solutions, LLC

Attachments

1. RFP 26-013.pdf
2. Johnson Controls Building Solutions, LLC Submitted Proposal.pdf
3. RFP 26-013 - BID REGISTER.pdf
4. Johnson Controls Public Works Construction, Maintenance and Services Contract

CITY OF CARSON

NOTICE OF REQUEST FOR PROPOSALS (RFP): #26-013

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

CITYWIDE INTRUSION DETECTION AND ALARM MONITORING SERVICES

ISSUE DATE:	**02/05/2026**
JOB WALK (MANDATORY):	**02/17/2026 AT 9:00AM**
Q&A DEADLINE:	**02/18/2026 BY 2:00PM**
RFP DEADLINE:	**02/26/2026 BY 11:00AM**

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. Attempts to contact or lobby members of the City of Carson Staff or its Elected Officials during the bidding and evaluation period may result in disqualification. If a job walk, site visit, or pre-bid/pre-proposal meeting is designated as Mandatory above, attendance and sign-in are required for bid eligibility. If designated as Optional, attendance is encouraged.

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 seeking proposals from qualified firms to provide comprehensive professional services for intrusion detection systems and alarm monitoring services for City-owned facilities and park locations. The selected firm(s) will support the City's efforts to standardize, modernize, and scale security technology at various City facilities.

Services under this RFP may include assessment, system design and engineering, system integration, furnishing of equipment, installation and implementation as required, testing and commissioning, alarm monitoring, training, documentation, and ongoing maintenance and support. Alarm monitoring services are mandatory and must be separately priced. Refer to the Scope of Services for additional information.

This solicitation may result in a single award or multiple awards, at the sole discretion of the City, based on proposer qualifications, expertise, capacity, and the City's evolving needs. The City anticipates awarding within 90 days of the proposal deadline; however, additional time may be required to complete a thorough evaluation and negotiation process. The intended term of any resulting agreement is 5 years from the commencement date.

B. BACKGROUND

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.

C. GENERAL RFP POLICIES

The City of Carson reserves the right to modify this Request for Proposals (RFP) 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 RFP.

Proposals 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.

Proposals may be withdrawn without penalty prior to the deadline by selecting the "Withdraw" option on Planet Bids. Once the deadline has passed and proposals 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 proposal due date; however, additional time may be required to complete a thorough evaluation and negotiation process.

Unless otherwise stated, all proposal documents must be submitted in PDF format. It is the sole responsibility of the proposer 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), proposers must contact PlanetBids directly at (818) 992-1771. All questions or requests for clarification regarding this RFP must be submitted electronically through PlanetBids by the deadline specified in the RFP. Direct contact with City personnel or elected officials regarding this RFP is strictly prohibited. Any response not provided through PlanetBids is considered unauthorized and invalid.

Proposers are solely responsible for ensuring timely submission. Late proposals will not be accepted—no exceptions. A confirmation number with timestamp will be issued by PlanetBids upon successful submission. Only proposals with a verified timestamp will be considered.

This RFP 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.

D. CITY'S RIGHTS RESERVED

The City reserves the right, at its sole discretion to:

1. Accept or reject any or all proposals, in whole or in part, and to waive any informalities or irregularities in the proposals.
2. Request clarification, correction, or additional information from any proposer regarding their submittal.
3. Conduct interviews or presentations with one or more of the highest-ranked proposers prior to making a final selection.
4. Reject non-conforming, non-responsive, or conditional proposals including any proposer who has previously failed to perform properly, has a record of noncompliance with contract requirements, or has engaged in conduct that may affect the proposer's ability to perform responsibly;
5. Reissue the RFP, in whole or in part, or issue a modified solicitation as deemed necessary.
6. Select the proposal that best meets the City's needs and represents the best overall value.
7. Negotiate contract terms, including scope, schedule, and compensation, with the tentatively selected proposer(s).
8. Award a contract or contracts based solely on written proposals, without interviews; and
9. Modify or clarify evaluation criteria or procedures prior to commencing the evaluation process, with appropriate notice to all proposers.
10. Award contracts to more than one proposer if such action is determined to be advantageous

to the City.

11. Withhold award or not award a contract if the proposals received do not meet the City's needs, if funding changes, or if the City's needs change.
12. Take any action it deems necessary to protect the City's interests, including actions not specifically described in this section but permitted by law; and to
13. Cancel, postpone, or extend the RFP process at any time prior to contract award, without liability of obligation to any proposer.

E. PROPOSAL SUBMISSION

All proposals in response to this RFP must be submitted electronically via PlanetBids no later than the due date and time established on the cover page of this solicitation document. All proposal submission documents must be signed and dated by an official authorized to legally bind the entity and enter into a contract. All proposal 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 proposal being deemed nonresponsive. All proposals shall include the following, at minimum:

1. <u>Required Proposal Sections</u> – Proposals shall not exceed 20 pages, Cost File and Required General Attachments are not to be included in the proposal page limit.

- ☐ **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.
- ☐ **Proposer Qualifications** – Summarize the qualifications of the Proposer. 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 Proposal, or a substitution has been approved in writing by the City's Contracting Officer in advance of work performed.

2. <u>Cost File</u> – Attached as Exhibit C

☐ **Cost File**

All cost information must be:

- Completed using the official Cost File form provided (**Attached as Exhibit C**
- Cost Files provided in Excel Format by the City via Planet Bids are acceptable to be submitted via Excel as well.
- Entered directly into the PlanetBids system as line items, if applicable.

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. <u>Required General Attachments</u> – Attached as Exhibit A

- ☐ **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)**

- Proposers 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 proposer 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 proposer.

F. 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 RFP and/or standard form Contract Services Agreement (Attached as Exhibit B) must be included at the time of proposal submission. Such requests should include an attachment in PDF format or company letterhead that shows the requested modifications.

The City will provide formal answers to all questions. Change to the RFP 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 RFP document requiring both signature and acknowledgment by the proposer. It is the sole responsibility of the bidder to ensure that they have received the entire RFP including any questions, answers, and addenda by visiting the City of Carson Planet Bids 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

G. MINIMUM QUALIFICATIONS/ELIGIBILITY

All proposers must meet the following requirements, at minimum:

☐ Relevant Experience: Minimum five years' experience providing access control and intrusion detection systems for municipal, governmental, or similarly complex public-sector clients.

☐ Monitoring Capability: Demonstrated ability to provide alarm monitoring services, either directly or through an authorized monitoring partner, including defined response and escalation procedures.

☐ Licensing and Compliance: Possession of all required licenses, certifications, and registrations necessary to perform the services described herein, including compliance with applicable California laws and regulations.

☐ Insurance: The proposer must meet the minimum insurance requirements outlined in **Exhibit A: Contract Insurance Checklist.**

☐ Demonstrated Project Capability: The proposer must show a proven track record of successfully completing projects of similar scope and complexity.

☐ Compliance with Local Business Requirements: The proposer must be qualified to conduct business within the City of Carson, including maintaining a valid City business license and the required insurance coverage for the duration of the contract. A valid City business license and certificate of insurance are only required of the selected awardee and must be obtained prior to contract award. It is not required at the time of proposal submission.

☐ **ATTEND THE MANDATORY JOB WALK**

Date:	**February 17, 2026**	
Time:	**9:00 AM PST**	
Location	**Address**	**Location Start Time**
Hemingway Park	700 E. Gardena Blvd.	9:00 AM
Corporate Yard	18620 S. Broadway	9:45 AM
Veterans Park	22400 Moneta Ave.	10:30 AM
Carson Park	21411 S. Orrick Ave.	11:15 AM
City Hall	701 E. Carson St.	12:00 PM

Please note: Proposers requiring special access to City facilities (e.g., roof access) must complete a Waiver of Liability. The City assumes no responsibility or liability for injuries, damages, or losses arising from or related to such access. Vendors who do not complete the waiver will be restricted to general, floor-level access only.

H. PREVAILING WAGES REQUIREMENTS

It is the sole responsibility of the proposer to carefully review the scope of work and determine whether any portion of the work is subject to prevailing wage requirements. The proposer shall include any associated labor costs accordingly in their proposal.

Proposers 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.

The City shall not be responsible for any additional costs incurred due to a proposer's failure to consider or comply with prevailing wage requirements, if applicable.

I. PROPOSAL OPENING, DOCUMENT REVIEW, AND AWARD OF CONTRACT

Proposals will be evaluated on the basis of the responsiveness to all requirements and provisions of this RFP.

Unless all proposals are rejected, the award shall be made in accordance with the Carson Municipal Code (CMC) Section 2611.

An evaluation panel, consisting of City staff and/or other individuals selected by City staff, will review and evaluate all timely and responsive proposals. The City will negotiate the final scope and fee with the highest-ranked proposer. If negotiations fail to produce an agreement, the City may then negotiate with the next highest-ranked proposer.

The evaluation process may include 1 or 2 phases, at the City's discretion:

Phase 1 – Proposal Review (Mandatory)

In Phase 1, proposals will be scored based solely on the written submissions according to the following criteria:

Criteria		Maximum Points
Qualifications and Experience	Demonstrated competence and qualifications of the firm and key personnel.	30
Understanding of Scope and Approach	Demonstrated understanding of the City's needs, applicable laws, and best practices in requested services. Quality, creativity, and feasibility of the proposed approach and work plan.	25
Project Management and Schedule	Quality and clarity of the proposed project management approach, timeline, and	15

	staffing plan to meet deliverable deadlines.	
Cost Proposal	Reasonableness of proposed costs relative to the scope, level of effort, and market conditions. Cost will not be the sole determining factor.	20
References and Past Performance		10
Total Points Possible		100

Phase 2 – Interview/Presentations (Optional)

If deemed necessary, the City may conduct interviews or oral presentations with the highest-scoring firms from Phase 1. The results of Phase 2, combined with the Phase 1 evaluation, will be used to finalize the proposer rankings. The City reserves the right to conduct Phase 2 evaluations or proceed to contract negotiation based solely on the written proposals.

SCOPE OF SERVICES
RFP 26-013
CITYWIDE INTRUSION DETECTION AND ALARM MONITORING SERVICES

OVERVIEW OF SERVICES

The selected consultant shall provide professional services related to intrusion detection and alarm monitoring systems across City-owned facilities and park locations. The purpose of this contract is to support the City's efforts to standardize, modernize, and scale security technology, ensuring consistent, reliable, and integrated protection of City assets.

Services may be performed on a phased or task-order basis and may vary by facility type and site conditions. The selected consultant is expected to provide services that include, but are not limited to:

- Assessment
- Design
- Integration
- Monitoring
- Installation
- Servicing/Maintenance

The selected consultant is expected to support the following City facilities, including sub-buildings such as Snack Bars, Storage Sheds, etc.:

Anderson Park	19101 S. Wilmington Ave.
Calas Park	1000 E. 220th St.
Carriage Crest Park	23800 S. Figueroa St.
Carson Park	21411 S. Orrick Ave.
Carson City Hall	701 E. Carson St.
Carson Community Center	801 E. Carson St.
Corporate Yard	18620 S. Broadway
Del Amo Park	703 E. Del Amo Blvd.
Dolphin Park	21205 S. Water St.
Dominguez Park	21330 Santa Fe Ave.
Foisia Park	23410 Catskill
Hemingway Park	700 E. Gardena Blvd.
Mills Park	1340 E. Dimondale Dr.
Stevenson Park	17400 Lysander Dr.
Veterans Park	22400 Moneta Ave.

CONTRACT TERM

The anticipated contract term is five (5) years, plus two optional (1)-year extensions.

SCOPE OF WORK

The selected consultant (hereinafter "Consultant") will provide services that include, but are not limited to:

1. Assessment – The Consultant shall conduct assessments of existing facilities, systems, and infrastructure. Services may include:

- Site walkthroughs and physical inspection of buildings, parks, and outdoor structures.

- Evaluation of existing access control and intrusion detection systems.
- Identification of gaps, risks, and system vulnerabilities.
- Development of system planning recommendations.

Note: The mandatory Job Walk shall serve as the first initial assessment to inform proposer submissions.

2. Design – The Consultant shall develop system designs and technical specifications tailored to the City's facilities and needs. Design services may include:

- Hardware and software recommendations.
- System architecture, network, and power planning.
- Integration points and compatibility with the City's existing Qumulex platform.
- Scalability planning to accommodate future facility expansion.

3. Intrusion Detection System Requirements – Intrusion detection systems must be UL-listed and suitable for municipal and outdoor environments. Systems may include:

- Door and window contacts
- Motion detectors and glass-break sensors
- Panic or duress devices
- Zoning or partitioning capabilities

Systems shall:

- Support audit trails and remote arming/disarming
- Integrate with the City's existing Qumulex platform for alarm management and event visibility, where applicable.

4. Installation and Implementation – The Consultant shall:

- Furnish and install system components
- Remove and properly dispose of existing equipment
- Coordinate power and network connectivity
- Configure and program systems
- Perform testing and commissioning

Note: installation requirements may vary by location.

5. Alarm Monitoring Services (Mandatory) – The Consultant shall provide alarm monitoring services for intrusion detection systems deployed under this contract. Services shall include:

- Alarm signal receipt and verification
- Escalation and notification to City-designated contacts
- Ongoing system health monitoring
- Incident reporting

Note: Monitoring services must be separately priced and not bundled with hardware, software, or installation costs.

6. Training and Documentation – The Consultant shall provide sufficient training for City staff to fully operate the resulting system and equipment, including, but not limited to:

- Administrator-level and end-user training as required
- System documentation, configuration records, and as-built documentation

7. Servicing/Maintenance – The Consultant shall provide ongoing support to ensure the system operates reliably, including, but not limited to:

- Preventative maintenance

- Troubleshooting and repairs
- Replacement of components as-needed
- Software/firmware updates
- System testing and verification

8. Project Management and Coordination – The Consultant shall designate a Project Manager responsible for:

- Coordination with City Staff
- Scheduling and progress reporting on a weekly basis
- Deliverable tracking – given the number of sites, milestones will be established following the design phase.

9. Future System Expansion and Modifications – During the contract term, the City may require additional intrusion detection components, alarm panels, sensors, or monitoring services at existing or future facilities. Such services shall:

- Be authorized through task orders or written amendments
- Be priced in accordance with the Consultant's approved unit pricing and labor rates.

The City is under no obligation to purchase a minimum quantity of future services.

DELIVERABLES

Deliverables may include, but are not limited to: system design documentation, installation and configuration documentation, as-built drawings, training materials, monitoring reports, and other materials necessary to support system operation and maintenance. Deliverables may also include Standardized Site Packets per Facility including, but not limited to:

- Zone Map
- Device Inventory
- Panel Locations
- Vendor Contacts
- Warranty Dates
- Other Misc Info

PERFORMANCE EXPECTATIONS

The City will monitor consultant performance against the established KPIs. Failure to meet KPIs may result in rejection of deliverables, required corrective action plans, financial penalties, or other remedies as outlined in the contract. All corrective work must be completed at no additional cost to the City.

1. Responsiveness and Communication – Timely response to City inquiries, data requests, and follow-up items. 95% of responses provided within two (2) business days.
2. Accuracy of Cost Recovery Calculations: All cost calculations and recommendations must achieve at least 95% accuracy as verified by City staff or third-party audit
3. Identification of New Fee Opportunities – Consultant must identify and justify at least 3-5 new potential fee categories or services not currently being charged, where lawful and appropriate
4. Benchmarking Completeness – Benchmarking report that includes a minimum of 5 comparable Southern California cities, with clear comparisons of fees, methodology, and cost recovery levels.

REVIEW AND ACCEPTANCE

All work products are subject to review and acceptance by the City. The Consultant must revise any work that is not satisfactory without additional charge until it is accepted by the City.

Purchasing Division
701 E. Carson Street
Carson, CA 90745

EXHIBIT A

GENERAL ATTACHMENTS

Exhibit A contains the City's required forms and attachments. All forms must be completed and submitted; failure to do so may result in disqualification.

- ☐ Bidder/Proposer Affidavit
- ☐ Affidavit of Non-Collusion and Non-Discrimination
- ☐ Affidavit of Non-Federal Lobbyist Requirement
- ☐ Debarment and Suspension Certification
- ☐ Acknowledgment of Insurance Endorsements
- ☐ Client Reference List
- ☐ Certification of Compliance with Labor Code Section 3700
- ☐ W9

Purchasing Division
701 E. Carson Street
Carson, CA 90745

Bidder/Proposer Affidavit

Bidder/Proposer Name: _____

Mailing Address: _____

_____

Main Contact & Title: _____

Email: _____ Phone: _____

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: _____ Signature:_____

Date: _____ Date: _____

Name: _____ Name: _____

Title: _____ 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:_____

Date: _____

Name: _____

Title: _____

Purchasing Division
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Carson, CA 90745

Affidavit of Non-Federal Lobbyist Requirement

Name of Firm: _____

Address: _____

_____

Telephone: _____

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:_____

Date: _____

Name: _____

Title: _____

Purchasing Division
701 E. Carson Street
Carson, CA 90745

Debarment and Suspension Certification

Name of Firm: _____

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:_____

Date: _____

Name: _____

Title: _____

CITY OF CARSON CONTRACT INSURANCE CHECKLIST

Certificate of Insurance:

Shows GL, Auto, Work Comp and Professional Liability coverages with valid effective dates

General Liability: Add'l Insured and Waiver of Subrogation must be checked.

Auto Liability: Add'l Insured and Waiver of Subrogation must be checked.

Workers Compensation: Waiver of Subrogation must be checked.

* - if applicable

Description of Operations:

1. City of Carson, its elected and appointed officers, employees, volunteers and agents are additional insureds on GL and Auto policies.
2. GL policy is Primary and Non-contributory.
3. Waiver of Subrogation endorsement in favor of City of Carson OR in favor of additional insured.

Certificate Holder: City of Carson, 701 E Carson Street, Carson, CA 90745

Insurance Carriers: AM Best rating A- VII or Better

General Liability Provisions:

Coverage form ISO CGL CG 00 01. Minimum limits $1MM per occurrence/$2MM aggregate

GL Endorsements:

1. City of Carson, its elected and appointed officers, employees, volunteers and agents are additional insureds OR blanket additional insured endorsement.
2. Primary and Non-contributory endorsement.
3. Waiver of Subrogation endorsement in favor of City of Carson.

Automobile Liability Provisions:

Coverage form ISO CA 00 01. Minimum limits $1MM single combined limit.

Auto Insurance Endorsements:

1. City of Carson, its elected and appointed officers, employees, volunteers and agents are additional insureds OR blanket additional insured endorsement.
2. Waiver of Subrogation endorsement in favor of City of Carson.

Workers Compensation Provisions:

Statutory Limits for workers comp. Minimum limit of $1MM for Employer Liability.

Work Comp Endorsements:

1. Waiver of Subrogation endorsement in favor of City of Carson.

Professional Liability Insurance Provisions:

1. Appropriate to the services being provided AND limits per stated in the agreement.

Other Insurance Provisions:

1. Environmental Liability Insurance
2. Crime Insurance
3. Bonds

Purchasing Division
701 E. Carson Street
Carson, CA 90745

Acknowledgment of Insurance Endorsements

In recognition of _____ ("Company") having submitted a proposal or bid to the City of Carson IFB/RFP/RFQ #_____, dated _____, 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

_____ _____

Name of Insurer [Print] Name, Title [Print]

_____ _____

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: _____

1. Client Name: _____

Address: _____

Contact: _____ Email: _____

Project Description: _____

Project Start: _____ Project End: _____

Project Budget: _____

2. Client Name: _____

Address: _____

Contact: _____ Email: _____

Project Description: _____

Project Start: _____ Project End: _____

Project Budget: _____

3. Client Name: _____

Address: _____

Contact: _____ Email: _____

Project Description: _____

Project Start: _____ Project End: _____

Project Budget: _____

Authorized Official:

Signature: _____

Date: _____

Name: _____

Title: _____

City of Carson
Purchasing Division
701 E. Carson Street
Carson, CA 90745

Certification of Compliance with Labor Code Section 3700

Name of Firm: _____

Acting on behalf of the above-named firm ("Consultant") as its Authorized Official, I, the undersigned, certify as follows:

Consultant is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the work under any contract awarded in response to Consultant's proposal.

CONSULTANT

By: _____

Title: _____

Date: _____

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.

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.

Purchasing Division
701 E. Carson Street
Carson, CA 90745

EXHIBIT B

CITY FORM CONTRACT

Exhibit B contains the City's standard contract template, provided for reference. Proposers seeking modifications must submit a redlined version with their proposal for the City's consideration. Award is contingent upon successful negotiations; if agreement cannot be reached, the City may proceed with another proposer.

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 _____, 2024 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.

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 _____ 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; (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:

_____

(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 _____, 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 the City as previously stated.

7.9 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of

this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification

of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

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

Consultant's Authorized Initials _____

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF CARSON, a municipal corporation

_____

, Mayor

ATTEST:

_____

Dr. Khaleah K. Bradshaw, 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 _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services:

A.

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:

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)

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.

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.

Purchasing Division
701 E. Carson Street
Carson, CA 90745

EXHIBIT C

COST FILE

Exhibit C contains the City's required Cost File template. Proposers must complete and submit this form in full; failure to do so may result in disqualification.

Please refer to the Documents tab for the Excel worksheet titled "Exhibit C."

City of Carson, CA

Request for Proposals (RFP) NO. 26-013

Citywide Intrusion Detection and Alarm Monitoring Services

February 26, 2026

Presented to:
The City of Carson, California
Josilla Togiola
Purchasing Manager

Submitted by:
Mark Thummel
Account Executive-Building Solutions, LLC.
(702) 664-9100
mark.a.thummel@jci.com

The power behind **your mission**

Johnson Controls

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Required General Attachments

- **Bidder/Proposer Affidavit**
- **Affidavit of Non-Collusion and Non-Discrimination**
- **Affidavit of Non-Federal Lobbyist Requirement**
- **Debarment and Suspension Certification**
- **Acknowledgment of Insurance Endorsements**
- **Client Reference List**
- **Certification of Compliance with Labor Code Section 3700**
- **W9**

Modifications to the City's Form Contract

Modifications to the City's Form Contract

Docusign Envelope ID: CF43DA98-82F8-41CE-A844-BF3CF70D030D

February 26, 2026
Attention: Josilla Togiola
Re: Citywide Intrusion Detection and Alarm Monitoring Services

Dear Selection Committee Members:

Johnson Controls, Inc., is pleased to submit this proposal in response to the City of Carson's Request for Proposals (RFP #26-013) for Citywide Intrusion Detection and Alarm Monitoring Services. We appreciate the opportunity to continue our partnership with the City to support its efforts to standardize, modernize, and scale security technologies across City-owned facilities and park locations.

With extensive experience delivering intrusion detection, alarm monitoring, and integrated security solutions for municipal and public-sector clients, Johnson Controls is well-positioned to meet the City's technical, operational, and long-term support requirements. Our proposed approach emphasizes reliable, UL-listed systems; seamless integration with existing platforms; scalable designs to support future expansion; and responsive monitoring and service to help safeguard City assets.

We have carefully reviewed the RFP requirements, attended the mandatory job walk, and developed a proposal that reflects a clear understanding of the City's goals, facilities, and performance expectations. Our team is committed to providing a high level of project management, coordination with City staff, and ongoing service to ensure consistent system performance throughout the contract term.

Mark Thummel, Account Executive, will serve as the primary point of contact and oversee contract negotiations, project coordination, and presentation efforts. His contact information is provided below, as requested.

We welcome the opportunity to further demonstrate our qualifications and to discuss how Johnson Controls can support the City of Carson's security objectives. Thank you for your time and consideration.

Sincerely,
Jim Parker

Branch Installation Manager
Johnson Controls, Inc.

As Branch Installation Manager, I am authorized to commit Johnson Controls, Inc. to the obligations described herein.

Primary Contact:
Mark Thummel, Account Executive
Phone: (702) 664-9100
Email: mark.a.thummel@jci.com
Address: 7711 Center Ave., Suite 650
Huntington Beach, CA 92647

9059 Technology Ln.
Fishers, IN 46038
Tele: 317-207-0520
www.qumulex.com

February 19, 2026

Qumulex Certified Channel Partner – Integrator

Johnson Controls, Inc.
7711 Center Ave, Suite 650
Huntington Beach, CA 92647
United States

To Whom it may concern,

This affirms that **Johnson Controls, Inc.** is an authorized Channel Partner - Integrator in good standing of the Qumulex partner agreement.

Johnson Controls is qualified to install, service, and maintain the Qumulex product line with trained and certified technicians.

Please do not hesitate to contact us with any questions or concerns you may have regarding these matters.

Sincerely,

Jason M. Glover

Jason Glover
Vice President of Sales
jglover@qumulex.com
913-948-3855
9059 Technology Ln.
Fishers, IN 46038

Cc:
Dan Ritman
Aaron Newman

Doc ID: 47c47046555e87f8e4c1c8817bfb87f7ba9bf154

9059 Technology Ln.
Fishers, IN 46038
Tele: 317-207-0520
www.qumulex.com

February 22, 2026

Subject: Qumulex DSC Integration

The City of Carson
701 E. Carson Street,
Carson, CA 90745
United States

To Whom it may concern,

This letter affirms that our engineering team has formally engaged with the Johnson Controls DSC Intrusion Systems SDK and Product Support Team for the development of an integration with the Qumulex platform.

By integrating the DSC intrusion alarm system into the Qumulex Security System platform, customers can interface with just one system, for greater simplicity and optimum control. This engagement with Johnson Controls provides the integration with a DSC intrusion alarm panel to the Qumulex access control and CCTV video surveillance system to create a single unified solution. Integration with DSC PowerSeries intrusion alarm panels allows the access control system to receive intrusion events, view zone status and to arm and disarm the intrusion system with the access control readers. These integration functions significantly increase the ability to secure the administration of authorized use of the intrusion system, which also improves the management of the intrusion system. This will also provide the potential for advanced and customized integration functions, specifically tailored to an end user's needs.

Johnson Controls is highly qualified and capable to install, service, maintain and support these integrations, along with the overall Qumulex product line with trained and certified personnel, and we appreciate the opportunity to engage with their engineering team on this integration.

Please do not hesitate to contact us with any questions or concerns you may have regarding these matters.

Sincerely,

Aaron Newman
Product Manager
+1-703-987-5572
anewman@qumulex.com

Cc:
Dan Ritman
Aaron Newman

Proposer Qualifications – Summarize the qualifications of the Proposer. Include general information such as, but not limited to, the number of years in business, areas of expertise, etc.

Johnson Controls Inc. is a globally recognized leader in integrated building technologies, security systems, and infrastructure solutions, with a long-standing history of delivering complex projects for municipal, government, and critical infrastructure clients. Founded in 1885, Johnson Controls has been in continuous operation for over 140 years, demonstrating financial stability, technical depth, and a proven ability to adapt to evolving technology and customer needs.

Johnson Controls is a publicly traded company (NYSE: JCI) and operates as part of Johnson Controls International plc, with U.S. headquarters located in Milwaukee, Wisconsin. The company employs tens of thousands of professionals worldwide, including a large North American workforce dedicated to security, life safety, audio-visual, and low-voltage systems integration. Johnson Controls maintains offices and service locations throughout California, enabling rapid response, local project execution, and ongoing support for municipal clients.

Areas of Expertise

Johnson Controls' core areas of expertise relevant to this project include:

- **Security Systems Integration** (access control, video surveillance, intrusion detection)
- **Emergency Operations Center (EOC) Technology Solutions**
- **Audio-Visual (AV) Systems Design and Integration**
- **Networked and IP-Based Systems**
- **Project Management and Engineering Services**
- **System Commissioning, Training, and Lifecycle Support**
- **Preventative Maintenance and Long-Term Service Agreements**

The company has extensive experience delivering turnkey solutions, managing projects from initial design and engineering through installation, testing, commissioning, and long-term maintenance. This integrated delivery model ensures accountability, consistency, and quality across all phases of a project.

Municipal and Public-Sector Experience

Johnson Controls has a deep history of serving cities, counties, public utilities, transportation agencies, and other government entities nationwide. The firm understands the unique operational, regulatory, and budgetary requirements associated with public-sector projects and is experienced in coordinating with multiple stakeholders, including IT departments, public safety officials, facilities teams, and external contractors.

Specifically relevant to this solicitation, Johnson Controls has successfully delivered Intrusion Alarm Detection systems and solutions for municipal clients, including integration of these systems with cctv and access control systems for centralized command environments. These solutions are designed to support real-time decision-making during emergencies, disasters, and large-scale public safety events.

Local Presence and Delivery Capability

Johnson Controls maintains a strong regional presence in California, supported by experienced project managers, engineers, technicians, and certified subcontract partners. When subcontractors are utilized, Johnson Controls retains full project ownership and oversight, ensuring that all work meets company quality standards, licensing requirements, and safety protocols. All installations are reviewed and certified by Johnson Controls personnel prior to acceptance.

Financial Strength and Reliability

As a large, publicly traded organization with significant annual revenues, Johnson Controls offers the City a high degree of financial stability and risk mitigation. This strength ensures the company's ability to support long-term projects, honor warranty commitments, and provide ongoing service and maintenance well beyond initial installation.

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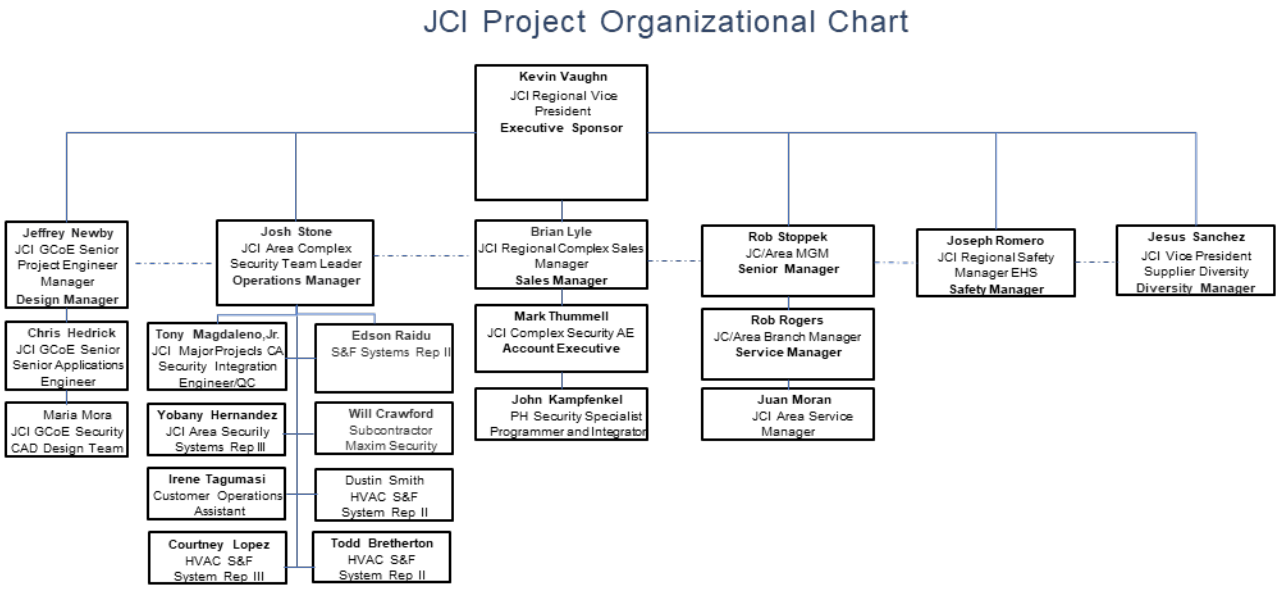
Key Staff and Team – identify Key Staff that will be assigned to the project and include a description of their skills, qualifications, and experience. Include a proposed project structure and organization chart.

Project Support Team

Johnson Controls has assembled an experienced and highly trained team to ensure the deployments of each installation for the City of Carson goes smoothly. This team is immediately prepared to serve the City and all associated intrusion detection and alarm monitoring projects immediately if awarded a contract. This organizational structure was developed for our work on the current City projects and this same team will be aligned to this new project. Johnson Controls will maintain primary control over all aspects of each individual project.

The following chart illustrates the team staffing plan for the City and all related projects. While this chart shows current assignments based on our proposed project, we are committed to assigning additional resources as needed as the project grows and evolves.



We have provided resumes for key project personnel on the pages that follow.

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Mark Thummel

Account Executive, Building Solutions North America / Complex Security

Mark Thummel is a seasoned Account Executive with over 20 years of experience designing and delivering customized electronic security solutions for large, complex environments. For the past 14 years, Mark has served as a key member of the Johnson Controls team, providing consultative sales support for major public sector, transportation, and utility clients across the Western U.S.

- **20+ years** of experience in complex electronic security system sales and consulting
- 14 years with Johnson Controls
- Specialized in large-scale integrated systems and airport, municipal, and water utility projects
- Oversaw multimillion-dollar projects including the City of Carson and multiple airport expansions
- Certified by: ASIS, American Society of Professional Estimators, AMA, and others
- Holds Bold Advanced Leadership Champion certification

Mark is recognized for his deep technical knowledge, customer-first approach, and ability to align security technology with business goals. His recent projects include serving as Account Executive for the City of Carson's $11.9 million citywide security system upgrade, which involved the full migration to a centralized access control, surveillance, and emergency operations platform. He also played a lead role in the $30 million airport terminal expansion project, as well as service and system upgrade initiatives for Clark County, Las Vegas Valley Water District, and Primm Valley Solar Towers.

In his role, Mark partners closely with operations teams to ensure solutions are not only scoped to client needs but also delivered on time and within budget. His ability to bridge technical design with project delivery has earned him a reputation as a trusted advisor and valued collaborator.

Mark holds numerous professional memberships and certifications, including with the American Society of Industrial Security (ASIS), American Management Association (AMA), and the National Professional Facilities Managers Association. He has also completed the Bold Advanced Leadership Champion course, reflecting his commitment to continuous improvement and leadership excellence.

As Account Executive for the SCE project, Mark will ensure that customer needs are translated into practical, sustainable, and future-ready security solutions.

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Josh Stone

Service Manager, Complex Security Operations

Josh Stone is a highly experienced Operations Manager with over 15 years of leadership in fire protection, integrated security systems, and low-voltage infrastructure. As Operations Manager for Johnson Controls, Josh oversees service and installation operations across Southern California, Arizona, and Colorado, managing all field personnel, service technicians, and project managers, as well as ensuring field safety, resource coordination, and P&L performance.

Since joining Johnson Controls in 2022, Josh has led complex, multi-site deployments and supported the delivery of citywide upgrades and security modernizations. His recent work includes managing the City of Carson's integrated CCTV and access control program, which included the deployment of over 450 cameras and 200 access-controlled doors, integrated with cloud-based Qumulex systems and supporting infrastructure.

Josh's earlier experience includes progressive technical and managerial roles at Siemens, where he was responsible for fire engineering, commissioning, and field operations. He also brings significant construction and systems integration experience from his time at Bergelectric, where he served as General Foreman on several high-security projects—including Offutt Air Force Base STRATCOM and U.S. Customs and Border Protection installations.

Josh holds multiple industry certifications, including NICET Level 3 in Fire Protection Engineering, Exacq Vision certification, Qumulex, and a California State Fire Life Safety License. His leadership is grounded in deep technical expertise and a strong commitment to operational safety, efficiency, and client satisfaction.

As Operations Manager for the SCE project, Josh will be responsible for overseeing day-to-day execution, ensuring that all fieldwork meets safety, quality, and scheduling standards, and that all client requirements are fulfilled with precision and professionalism.

15+ years of experience in fire alarm, low-voltage, and integrated security systems
- 2+ years with Johnson Controls; previously held key leadership roles at Siemens and Bergelectric
- Responsible for field personnel, project managers, service technicians, and operational safety across CA, AZ, and CO
- Certified: NICET Level 3 Fire Protection Engineering, California State Fire Life Safety, Exacq Vision, Qumulex
- Delivered high-profile municipal and federal projects, including City of Carson, Offutt AFB, and U.S. Customs & Border Protection

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Jeffrey Newby

Senior Systems Applications Manager

Jeff Newby is a Senior Project Engineer at Johnson Controls with more than 34 years of experience designing and delivering complex security and low voltage systems. For the past 30 years, Jeff has served in progressively senior roles within Johnson Controls, and currently operates out of the Global Center of Excellence (GCOE) for North America, where he leads design and technical development for major security infrastructure programs.

Jeff's expertise spans the full design lifecycle, including site surveys, system layout, estimating, programming, and commissioning—for integrated access control, video surveillance, intrusion detection, and sound and communication systems. He works closely with IT and security infrastructure teams to ensure technical designs are aligned with client network and cybersecurity requirements.

Jeff holds multiple certifications from leading security technology platforms, including CCure (Installer and Advanced Integrator), Genetec Security Center, Bosch Video, Axis Network Video, AutoCAD, and Revit. He routinely provides technical guidance to internal engineering teams, subcontractors, and on-site installers to ensure that solutions are implemented to code, on time, and with precision.

His portfolio includes high-profile, multi-million-dollar design-build engagements such as:

- Hyundai HATCI, North America – $5.8M companywide access and video upgrade
- Sutter Health, CA – $8.5M statewide integrated security system modernization
- Bellevue Hospital, NYC – $3.9M therapeutic housing project tied to Rikers Island infrastructure
- Data Centers, Nashville TN – $11.1M multi-phase deployment of access and video systems

As Design Manager for the SCE engagement, Jeff will lead the technical planning and system architecture design, ensuring all deliverables meet SCE's requirements for performance, reliability, and future scalability.

34 years of experience in security and low-voltage systems engineering and design
• 30 years with Johnson Controls
• Senior Project Engineer at GCOE North America, specializing in access control, video surveillance, and intrusion system design
• Certified: CCure Installer and
Advanced Integrator, Genetec Security Center, Bosch, Axis, AutoCAD, and Revit
• Led major design projects including Sutter Health (CA), Hyundai HATCI (NA), Bellevue Hospital (NY), and multi-phase data centers in Nashville

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Antonio Magdaleno

CT Sec Integration Engineer

Antonio Magdaleno is a highly experienced Technical Lead and Systems Engineer with over 15 years of field proven expertise in the design, installation, programming, and commissioning of advanced electronic security and life safety systems. He has played a leading technical role on projects across California and nationally, bringing deep hands-on experience with some of the industry's most complex access control and video surveillance platforms.

Antonio has worked on major implementations for healthcare systems, K-12 and higher education institutions, airports, law enforcement agencies, residential campuses, and corporate enterprises. His project portfolio includes high-profile installations such as the Palm Springs Airport, Hoag Hospital, LACUSC Hospital, Disney Cancer Center, USC, UCI, and The Forum. He has led enterprise-level migrations to CCURE 9000 and Genetec, and has extensive experience with integrating access control, intrusion detection, intercom, and video analytics systems into unified platforms.

Antonio holds certifications across nearly all major security technologies including Lenel Master Certification, Software House CCURE 9000, Genetec, Avigilon, Verint, ONSSI, Bosch Intrusion, and Notifier Network Fire-Life Systems. His technical fluency extends to legacy system upgrades, advanced troubleshooting, and scalable design for multi-building and multi-campus deployments.

As Technical Lead for the SCE project, Antonio will serve as the primary engineering authority supporting field implementation, configuration, and troubleshooting of integrated security systems. He will be instrumental in ensuring seamless system performance, supporting commissioning activities, and serving as a technical liaison between project management, installation teams, and SCE stakeholders.

15+ years of experience as a systems engineer, programmer, and project supervisor in electronic security and fire/life safety systems

- Extensive hands-on expertise with Lenel, CCURE 9000, Genetec, Avigilon, Exacqvision, and multiple other VMS and access control platforms
- Delivered projects for major clients across healthcare, education, transportation, government, and corporate sectors, including USC, Kaiser Permanente, Palm Springs Airport, Hoag Hospital, and Edwards Life Sciences
- Certified in: Lenel (Master), CCURE 9000, Genetec, Verint, Avigilon, Exacqvision, ONSSI, Bosch, Notifier, and more
- Proven track record in systems migration, large-scale integrations, and enterprise deployments across California and nationwide

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Edson Raidu

Field Technician / Systems Specialist

Edson Raidu is a dedicated and highly dependable field technician with over a decade of experience supporting the installation, service, and maintenance of electronic security and building systems. He brings a strong hands-on background in access control, CCTV, surveillance cameras, and related infrastructure, with a proven ability to perform in fast-paced and technically demanding environments.

Throughout his career, Edson has worked across commercial and industrial job sites, supporting both new installations and retrofit projects. His experience includes installing and servicing cameras and peripherals, performing punch-down and termination of cabling, assisting with system programming and testing, and ensuring installations meet project specifications and quality standards. He is skilled at reading and interpreting floor plans, coordinating tasks with supervisors and crew members, and identifying materials and resources required to complete work efficiently.

Edson has also demonstrated strong client-facing skills, maintaining professionalism on site and supporting project communication related to progress, quality of work, and safety compliance. His background includes experience with access control components such as card readers, electrified door locks, door hardware, and wiring, as well as general troubleshooting and system optimization.

For this project, Edson will serve as a **Field Technician**, supporting installation, service, and commissioning activities. He will play an important role in executing field work safely and efficiently, assisting project leadership with system deployment, and ensuring all installed systems operate reliably and in accordance with client expectations.

10+ years of experience as a field technician and systems professional supporting electronic security, access control, and surveillance systems

- Extensive hands-on experience installing, servicing, and maintaining video surveillance and access control systems
- Proven ability to coordinate with managers, supervisors, and clients to ensure quality and on-time project delivery
- Strong background in CCTV, card access, door hardware, cabling, and system troubleshooting
- Experienced in reading floor plans, directing crew activities, and supporting project closeout
- Demonstrated commitment to safety, documentation, and professional field execution

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Project Understanding – Demonstrate an understanding of the Scope, key goals, and objectives.

Understanding of the Scope, Key Goals, and Objectives

Johnson Controls demonstrates a clear and comprehensive understanding of the City's scope of work, operational goals, and long-term objectives for this project. Based on the RFP documentation and prior engagement with the City, this project is intended to deliver a fully integrated, reliable, and mission-critical **City Wide, Intrusion Detection Systems** that enhances operational effectiveness, situational awareness, and decision-making capabilities for City staff—particularly during emergency response, coordination, and public safety operations.

The scope of this project encompasses the design, integration, installation, testing, commissioning, and ongoing support of the Intrusion Detection systems. This includes the integration of multiple hardware and software components, coordination with City-provided systems, and alignment with existing infrastructure, operational workflows, and IT/network requirements.

Johnson Controls understands that the City is seeking a turnkey solution, not simply the delivery of individual components. The scope requires a single point of accountability for system performance, quality control, schedule adherence, and coordination with City stakeholders, contractors, and technology partners. The work must be executed in a manner that minimizes disruption to City operations while ensuring all systems are fully functional, secure, and ready for operational use upon acceptance.
In addition, the scope extends beyond initial deployment to include training, documentation, warranty support, and long-term maintenance, ensuring the City's investment remains sustainable, supportable, and adaptable to future needs.

Johnson Controls recognizes that the City's primary goals for this project is to standardize, modernize and scale these new intrusion detection systems providing consistent, reliable and integrated protection of the City's assets at each of these locations. In addition to these priorities, Johnson Controls proposed solution will also provide:

- **Operational Readiness and Reliability**
- **Enhanced Situational Awareness and Coordination**
- **Ease of Use and Practical Functionality**
- **Compliance, Security, and Risk Mitigation**
- **Long-Term Value and Supportability**

Understanding of the Project Objectives

The objectives of this project are to deliver a **fully operational, integrated solution** that meets current functional requirements while positioning the City for future growth and evolving operational demands. Johnson Controls understands that success will be measured not only by system installation, but by:

- Seamless integration with new Qumulex security platform
- Clear documentation and effective end-user training
- On-time delivery with minimal operational disruption
- Systems that perform as designed during real-world use
- A smooth transition from installation to steady-state operations

Johnson Controls further understands the importance of **collaboration and communication** throughout the project lifecycle. Achieving the City's objectives requires close coordination during design validation, installation planning, testing, and acceptance to ensure expectations are met and risks are proactively managed.

Summary

In summary, Johnson Controls understands that this project is a **mission-critical investment** for the City—one that supports public safety, emergency response, and daily operational effectiveness. The scope demands technical expertise, disciplined project management, and a strong understanding of

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municipal environments. The City's goals center on reliability, usability, security, and long-term value, and the project's objectives require a partner capable of delivering an integrated solution backed by proven experience and sustained support.

Johnson Controls' approach, experience, and delivery model are aligned with these requirements, ensuring the City receives a solution that meets both immediate needs and long-term operational 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.

Proposed Method to Accomplish the Work

Johnson Controls will be utilizing the DSC wireless intrusion providing the ideal solution for security, stability and value. Thes systems offer various control panels ranging in capacity from 16 to 128 zones providing the reliable heartbeat to cater to a range of security system installations with even the most demanding partitioning requirements. These panels fully integrate with the Qumulex Security Platform and they provide an extensive selection of PowerG- enabled devices which have been created with simplicity of installation and user-friendliness in mind. A wide range of devices leverage the most innovative technologies to capitalize on the convenience, versatility and superior capabilities which the 2-way wireless PowerG technology offers. These systems devices reduce the installation time due to less wiring requirements, allowing for installation of devices in even the most challenging areas. The broad selection of devices includes PowerG-enabled motion detectors, contacts, wireless keys and various life-safety devices such as smoke and carbon monoxide detectors. Designed with a scalable approach to cater to future needs, the vast selection of available devices and peripherals available for PowerSeries Neo is seamlessly integrated with an exceptionally comprehensive remote service software suite to support innovative leading-edge features such as alarm verification and remote diagnostics.

The Johnson Controls approach to executing the work for this project relies on time proven best practices. These practices which span across the program, project, and construction levels rely heavily on clear, consistent communications and a process driven methodology to guarantee verifiable results across all facets of the project.

Our project methodology provides a straightforward process for mapping out the scope of a project and identifying its ongoing requirements. It supports clear communication of desired business outcomes (not just technical details) in a format that suits the customer. In the planning phase, all relevant factors are integrated so we can deliver a tailored project involving the appropriate teams who have the appropriate decision-making authority.

Our deployment services use in-house project management resources to ensure scheduling, planning, allocation, and management of work meets time, specification, and financial objectives.

Johnson Controls provides a keen focus on management of individual projects and the entirety of the portfolio. This is accomplished via:

- Application of program management, project management, and installation coordination, providing thorough management of the customer's portfolio of projects.
- Assignment of skilled individuals with detailed knowledge of the customer account, security industry knowledge, and specifically, the technologies deployed for the account.
- Powerful, flexible project management and portfolio management toolsets.
- Adherence to the Security Industry Association's Certified Security Project Manager (CSPM) methodologies.

As a leading security and life safety systems integrator, we posses superior installation abilities. Johnson Controls technicians receive training through our online platform, Johnson Controls Technical Training University, as well as through direct vendor training. Our technicians possess many certifications, often at the highest level attainable.

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The Johnson Controls Commercial Installation Department adopts the following codes and standards, including any subsequent changes to them as minimum standards: National Electrical Code (NEC), National Fire Protective Association (NFPA), Factory Mutual (FM), and Underwriter's Laboratories (UL).

Johnson Controls traditionally uses internal employees for all installations. To meet project specific scope areas requiring specialized expertise Johnson Controls has the capacity and partnerships with providers of certified subcontractors. Subcontractors are required to sign a subcontract agreement. This includes licensing, insurance, background checks, and financial requirement verification. All subcontractors are required to submit verification that any of their employees who may perform work at a customer jobsite have undergone drug screening and background checks. When using subcontractors, Johnson Controls always maintains ownership of the project and interacts directly and consistently with the subcontractor to coordinate installations. Every Installation performed by a subcontractor is evaluated and certified by a Johnson Controls field service technician to ensure quality standards are met.

We have a proven implementation methodology that provides step-by-step project management for key project tasks; expert staff resources for preconstruction, design, operations, and implementation transition phases; and best practices post-completion support services.

This process has been derived from 130 years of experience including management of thousands of projects running simultaneously on a global basis. The combination of this experience and Johnson Controls' knowledge base in the security industry in general and critical water infrastructure projects specifically supports the detailed and achievable project delivery required for the project.

Comprehensive Work Plan

In anticipation of logistical and scheduling concerns, the Johnson Controls team will develop the design requirements collaboratively with the City during the requirements engineering phase of the project. Close coordination with the City personnel and key stakeholders in design, systems engineering, plant operations, and senior management and operations personnel may be required as the project proceeds. Planning may include multiple work teams to accomplish the execution of this project in the time frame agreed upon within the work plan.

Project Scope Baseline

The foundation of effective project management is the identification of the scope of the project and the organization of the scope into a comprehensive Work Breakdown Structure (WBS). The Johnson Controls team will integrate all phases of the project from the design phase through the close out phase in accordance with a defined WBS.

Our team will have overall responsibility for design, project management, site coordination of Johnson Controls and team staff, schedule management, coordination, and project implementation until project completion and acceptance by the City of Carson.

Changes to the contract will be controlled and negotiated to ensure all parties involved fully understand any technical, cost and schedule impacts that may result. This Project Execution Plan will be periodically updated, as required, to reflect any approved changes to the scope, schedule, cost, or quality requirements of the contract. A Change Order Log will be maintained by the Project Manager to provide a detailed chronological record of changes.

Equipment Vendors

All suppliers of material, equipment, or services are evaluated to assure that they are qualified to provide the specified material or service. The Project Manager, or designee, will perform the supplier review and document these reviews. Criteria for evaluation will include reliability, a Quality Control Plan that is consistent with the requirements for the material or service to be provided, facility evaluation, and a history of providing like materials or services.

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Project Quality

The Johnson Controls Team Project Manager will have the following responsibilities with respect to quality control (QC):

- Ensure all work is performed in compliance with contract requirements, code requirements, and construction industry standards
- Establish a job specific QC program
- Ensure that all controls work is performed in accordance with Johnson Controls Team standards
- Manage and coordinate QC activities, submittals, tests, samples, and results.
- Ensure that weekly project briefings are held to discuss quality
- Ensure that drawings are kept up to date with the proper revision and provided to the contractor
- Inspect equipment to be installed, and reject equipment if found to be non-compliant with specifications or damaged during transportation
- Investigate and resolve warranty problems, and indicate the action taken on Warranty Reports

Project Safety

The Johnson Controls Team will work in a manner that promotes safety. The Project Manager will administer and oversee the safety program for the individual subcontractors. The Johnson Controls Team's corporate safety department will audit the project periodically for compliance with Johnson Controls Team, City of Carson, and OSHA safety guidelines. The major elements of the safety program are as follows:

- Documentation, investigation, and reporting of occupational injuries in accordance with the Johnson Controls Team, the City, and OSHA guidelines
- Posting of OSHA worker safety guidelines and right to know information
- Conducting ongoing site safety meetings
- Training personnel on the site safety policy,
- Issuance and control of safety related work permits
- Implementation of lockout and tag-out procedures
- Enforcement of fall protection education
- Identification and monitoring of confined space.

BESafe Program

In addition to the Safety practices described above Johnson Controls employees adhere to the BESafe Field Safety Program. One of the features of this program is conducting daily safety reports to verify field conditions are safe prior to start work, and reporting and mitigation of stop work events based on unsafe working conditions in the field. This program increases awareness of the working environments leading to reduced injuries in the field.

Design Services

Based on the requirements defined during the RFP process Johnson Controls will provide Design Services to meet the goals of the project. .

The initial phases of the project will start with detailed engineering to include systems designs and layouts with site plans and drawings, followed with site verification and documentation in order to deliver optimized systems for each facility.

Once final scoping of the program is achieved a prioritization and phasing plan will be created addressing the highest risk sites first, with lower risk areas following. Depending on the City's requirements the design /build might be implemented as either a Part A Design (overall) / Part B Construction (overall) or as an Agile Model where design and construction is conducted as multiple sub-projects and several in parallel as the schedule dictates.

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Engineering and Submittal Process

Engineering Design Documentation and Drawings

All design work performed by Johnson Controls Team and its subcontractors will be controlled, documented and approved by Johnson Controls Team using a formal document control system. Johnson Controls Team reviews assures that the design is consistent with the design basis and assures that all changes and revisions are clearly documented.

Submittals

Design submittals will be reviewed for completeness, thoroughness, and compliance with applicable codes. The subcontractors will provide a submittal schedule listing all drawings, cut sheets, and samples that are to be submitted to Johnson Controls Team. These reviews satisfy the final link between the subcontractors and the Johnson Controls Team to ensure that quality becomes part of the design process.

Construction

Team work on site will accomplish integration using key interface milestones for work that must be completed. The proposed sequence of work will be by phase or site. Site make ready work, network backbone preparations, and head-end systems will be installed and brought on line. After these areas of work are completed site installations will commence.

The Johnson Controls Team will ensure that all work has received the proper inspection in accordance with the contract documents, local building ordinances, and the City, County and State requirements. Written acceptance of all work performed will be by the authority having jurisdiction. Each phase or site will be punch-listed and signed-off as completed.

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.

Johnson Controls will be using Maxim Security as a subcontractor for this project. Will Crawford is the contact for this subcontractor, and he did attend the mandatory pre-bid site walk.

Business Name: Maxim Security Systems, Inc.
Contractors State License Board Number: 919445
Entity: Corporation
Classification(s): C10, C28
Expiration Date: 07/31/2026
Contact Name: Will Crawford
Phone Number: (951) 526-2979
Email: will@maximsecuritysystems.com

Summary

Maxim Security Systems, Inc. is dedicated to providing technology solutions to an ever changing and challenging security environment. Maxim Security Systems has more than 25 years of experience providing systems integration and network infrastructure services.

Our areas of expertise include:

- Intrusion Detection Systems
- Integrated Systems Solutions
- Access Control
- Biometric Systems
- CCTV/Video Management Systems, Intelligent Video Surveillance Solutions Structured & low-Voltage Cabling.

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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 Proposal, or a substitution has been approved in writing by the City's Contracting Officer in advance of work performed.

Johnson Controls acknowledges and agrees that the majority of the work required under this contract shall be performed by our organization**.** Johnson Controls will retain primary responsibility and accountability for all aspects of project execution, including project management, system design, installation, testing, commissioning, and overall quality control.

Maxim Security will be utilized as an installation partner to support specific, defined scopes of work. Johnson Controls will maintain direct oversight and coordination of all subcontractor activities to ensure compliance with the City's requirements, project standards, and performance expectations.

No portion of the work will be subcontracted to firms not included in the Proposal unless a written substitution request is submitted to and approved in advance by the City's Contracting Officer, in accordance with the RFP requirements.

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Cost File

Exhibit C- Section A

EXHIBIT C: COST FILE
RFP 26-013 CITYWIDE INTRUSION DETECTION AND ALARM MONITORING SERVICES

Please provide pricing for each section below. All costs should be in U.S. dollars. Failure to complete this Cost File may result in disqualification. Proposers may attach additional sheets as necessary. Cost Files shall be

Section A – Phase-Based/Task-Based Costs – Proposers shall provide costs per facility OR hourly and specify the applicable pricing basis in the notes section.

Phase	Cost ($)	Notes (Pricing Basis, etc.)
Assessment	$ -	Included as part of previous budget quotes
Design	$ 9,520.00	Per site drawings: Sample in this Proposal
ntegration	$ -	Included with Qumulex JCI joint development
nstallation	$ 203,770.00	total labor for the complete installation
Training & Documentation	$ 1,400.00	Provides four 2 hour sessions
	$	
	$	
	$	
	$	
	$	

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Exhibit C- Section B

EXHIBIT C: COST FILE
RFP 26-013 CITYWIDE INTRUSION DETECTION AND ALARM MONITORING SERVICES

Please provide pricing for each section below. All costs should be in U.S. dollars. Failure to complete this Cost File may result in disqualification. Proposers may attach additional sheets as necessary. Cost Files shall be submitted separate from the main proposal.

Section B – Hardware/Bill of Materials (Unit Pricing) – Proposers shall provide itemized equipment and hardware pricing and estimated quantities to cover the City facilities outlined in the RFP.

Item/Device	Unit Cost ($)	Estimated Qty (All Facilities)	Total Cost ($)	Notes
HS2016NKCP01/Intrusion Panel	$ 79.28	6	$ 475.70	Tax Listed in Section D
HS2032NKCP01/Intrusion Panel	$ 103.57	12	$ 1,242.81	Tax Listed in Section D
HS2064NKCP01/Intrusion Panel	$ 123.14	2	$ 246.27	Tax Listed in Section D
HS2128NKCP01/Intrusion Panel	$ 278.17	2	$ 556.35	Tax Listed in Section D
PGPHOST9/Wireless Transceiver	$ 117.80	22	$ 2,591.65	Tax Listed in Section D
PGP9920/Wireless Repeater	$ 148.09	43	$ 6,367.72	Tax Listed in Section D
TL280ER/Integration Module	$ 305.41	22	$ 6,718.96	Tax Listed in Section D
PTD1640U/Power Supply	$ 12.23	22	$ 269.16	Tax Listed in Section D
L-1/Cabinet Lock & 2 Keys	$ 3.58	22	$ 78.77	Tax Listed in Section D
T-1/Cabinet Tamper Switch	$ 9.79	22	$ 215.38	Tax Listed in Section D
TB-1/Tamper Bracket	$ 2.95	22	$ 64.91	Tax Listed in Section D
BT126/Backup Battery	$ 28.40	36	$ 1,022.22	Tax Listed in Section D
HS2LCDWF9/Wireless Keypad	$ 158.75	23	$ 3,651.32	Tax Listed in Section D
9VADAPTER-US/Keypad 9V Power Supply	$ 23.83	23	$ 548.02	Tax Listed in Section D
PG9938/Wireless Panic Button	$ 50.52	65	$ 3,283.70	Tax Listed in Section D
PG9914/Wireless Motion Detector	$ 85.67	70	$ 5,996.67	Tax Listed in Section D
PG9872/Wireless 360 Motion Detector	$ 114.83	34	$ 3,904.12	Tax Listed in Section D
PG9924/Wireless Curtain Motion Detector	$ 66.25	34	$ 2,252.40	Tax Listed in Section D
PG9922/Wireless Glass Break	$ 109.31	119	$ 13,007.73	Tax Listed in Section D
ISN-CMET-200AR/Door Contact	$ 11.72	43	$ 503.79	Tax Listed in Section D
DS778/Long Range Motion Detector	$ 152.73	3	$ 458.19	Tax Listed in Section D
PG9945/Wireless Input Module	$ 38.17	384	$ 14,658.37	Tax Listed in Section D
PG9901/Wireless Indoor Siren	$ 102.65	28	$ 2,874.32	Tax Listed in Section D
B6302UE1000/4C#18 Cable 1,000'	$ 358.02	15	$ 5,370.37	Tax Listed in Section D
WP3/Outdoor Enclosure	$ 226.86	9	$ 2,041.78	Tax Listed in Section D
Misc. connectors, tools, etc.	$ 7,345.68	1	$ 7,345.68	Tax Listed in Section D
	$		$ -	
	$		$ -	
	$		$ -	
	$		$ -	

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Exhibit C- Section C

EXHIBIT C: COST FILE
RFP 26-013 CITYWIDE INTRUSION DETECTION AND ALARM MONITORING SERVICES

Please provide pricing for each section below. All costs should be in U.S. dollars. Failure to complete this Cost File may result in disqualification. Proposers may attach additional sheets as necessary. Cost Files shall be submitted separate from the main

Section C – Recurring Services/Monitoring – Proposers shall provide estimated recurring fees for servicing and monitoring of the proposed system(s) and equipment. These fees can be presented: hourly, on a monthly or annual basis per facility, or per system. Proposers must specify the applicable pricing basis.

Service	Description	Pricing Basis	Cost ($)
Intrusion Alarm System	System Monitoring	Annually	$ 7,140.00
Servicing/Maintenance	Preventative Maintenance Inspections	Annually	$ 7,954.00
Subscriptions*	NA	NA	$ -
Licensing*	Qumulex Intregration Lic. Fee	Annually	$ 4,250.00

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Exhibit C- Section D

EXHIBIT C: COST FILE
RFP 26-013 CITYWIDE INTRUSION DETECTION AND ALARM MONITORING SERVICES

Please provide pricing for each section below. All costs should be in U.S. dollars. Failure to complete this Cost File may result in disqualification. Proposers may attach additional sheets as necessary. Cost Files shall be submitted

Section D – Misc. Fees – Proposers shall specify any other fees associated with their completion of the Scope of Work, not listed in any of the above sections. All additional services or hardware are subject to the City's approval.

Item	Description	Pricing Basis	Cost ($)
State Local Tax	10.50%	One Time Fee	$ 7,292.73
The following item is Optional	not included in the Lump Sum Total		
Extended Warranty	Material and Labor Replacement	Annually / One Year	$ 12,510.00

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Exhibit C- Section E

EXHIBIT C: COST FILE
RFP 26-013 CITYWIDE INTRUSION DETECTION AND ALARM MONITORING SERVICES

Please provide pricing for each section below. All costs should be in U.S. dollars. Failure to complete this Cost File may result in disqualification. Proposers may attach additional sheets as necessary. Cost Files shall be submitted separate

Section E - Estimated Lump Sum – Proposers shall present an estimated 5-year lump sum inclusive of all related assessment and design integrations services, supply and installation of related hardware and software (including subscriptions and licensing requirements), admin and end-user training, required maintenance and servicing, and other associated fees. Proposers shall also present the optional 6th and 7th year lump-sum totals for the City's consideration.

Description	Cost ($)
5-Year Lump Sum Total	$ 421,129.48
Optional 6th Year Lump Sum Total	$ 28,559.04
Optional 7th Year Lump Total	$ 30,989.94

Within the following section, we have provided sample engineering drawings. If selected as your vendor of choice, Johnson Controls will be providing engineering drawings for every site associated with this project.

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Appendix 1: Sample Engineering Drawings

Within the next few pages, we have provided sample engineering drawings. If selected as your vendor of choice, Johnson Controls will be providing engineering drawings for every site associated with this project.

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CITY OF CARSON
STEVENSON PARK

17400 LYSANDER DR,
CARSON, CA 90746

SCOPE OF WORK

GENERAL NOTES

1	ALL APPLICABLE PERMITS SHALL BE OBTAINED PRIOR TO STARTING WORK.
2	WORK SHALL COMPLY WITH ALL APPLICABLE CODES.
3	POWER (120VAC) TO ALL SECURITY PANELS SHALL BE SUPPLIED FROM DEDICATED, UNSWITCHED AND CLEARLY IDENTIFIABLE SOURCES.
4	ALL DOORS WHICH ARE CONTROLLED BY ELECTRONIC LOCKING DEVICES SHALL BE CONFIGURED TO MEET ALL CODES.
5	ALL DEVICES EITHER INSTALLED WITHIN THE SCOPE OF THIS PROJECT OR AFFECTED BY THIS PROJECT SHALL BE TESTED.
6	ALL CABLE SHALL BE RATED FOR THE ENVIRONMENT IN WHICH IT IS INSTALLED.
7	ALL WORK SHALL BE PERFORMED IN A PROFESSIONAL MANNER.
8	AREAS AFFECTED BY THE SCOPE OF THIS PROJECT SHALL BE KEPT CLEAN AND TRASH REMOVED DAILY.
9	EXPOSED CONDUCTORS SHALL BE RUN ALONG CEILING JOISTS AND GIRDERS. ALL WIRING TO BE CONCEALED FROM PUBLIC VIEW. EXPOSED WIRING SHALL NOT BE RUN IN A "SPAN" FASHION BETWEEN BAR JOISTS OR GIRDERS. IF NECESSARY SUCH WIRING SHALL BE SECURED TO THE STRUCTURAL CEILING BETWEEN JOISTS OR GIRDERS.
10	EXPOSED WIRING TO BE SUPPORTED BY BUILDING STRUCTURE AT NO MORE THAN FIVE (5) FOOT INTERVALS.
11	ALL WIRING IN FINISHED AREAS SHALL BE CONCEALED.
12	ALL JUNCTION BOXES AND CABLE SPLICES SHALL BE IN ACCESSIBLE LOCATIONS.
13	ALL CABLE RUNS SHALL BE NEATLY BUNDLED, WRAPPED TIGHT AND PROPERLY SECURED.
14	CONTRACTOR RUNNING WIRE MUST MARK BOTH ENDS OF WIRE AND PROVIDE A WIRE LEGEND FOR ALL LOCATIONS.
15	ALL CABLING SHALL BE TAGGED AT ALL JUNCTION POINTS AND SHALL TEST FREE FROM GROUNDS OR CROSSES BETWEEN CONDUCTORS.
16	COORDINATE EXACT PLACEMENT OF ALL DEVICES WITH THE ARCHITECTURAL PLANS, OWNER, AND GENERAL CONTRACTOR PRIOR TO INSTALLATION.
17	HOLES IN WALLS OR FLOOR CUTS MADE DURING THE PERFORMANCE OF THIS WORK SHALL BE PATCHED SO AS TO COMPLETELY CONCEAL THE HOLES AND CUTS WHERE THEY WOULD OTHERWISE BE EXPOSED TO VIEW.
18	UPON COMPLETION OF THE FIRE ALARM SYSTEM INSTALLATION AND PROGRAMMING, THE INSTALLING CONTRACTOR SHALL PERFORM FINAL TESTING OF THE ENTIRE SYSTEM, PER ALL APPLICABLE CODES, AND SHALL COORDINATE AND PERFORM A FINAL FIRE ALARM SYSTEM INSPECTION.
19	IN NO CASE SHALL THE CONDUCTORS WITHIN METALLIC RACEWAY EXCEED 40% FILL. IN SUCH SITUATIONS LARGER SERIES WIRE MOLD OR OTHER CONDUIT SHALL BE USED.
20	ALL WORK WILL FOLLOW CURRENT NEC STANDARDS FOR CONDUIT, GROUNDING, INSTALLATION OF WIRING AND WIRE TYPES.

DRAWING ACCEPTANCE

THIS DRAWING IS TO BE USED ONLY FOR THE PURPOSE OF PLACING AND LOCATING JOHNSON CONTROLS EQUIPMENT AND IS NOT TO BE USED FOR ANY OTHER PURPOSES. IT IS THE RESPONSIBILITY OF THE LOCAL JOHNSON CONTROLS SALES & SERVICE OFFICE (SSO) TO REVIEW THE CONTENT OF THESE DRAWINGS FOR ACCURACY AND COMPLIANCE WITH LOCAL AND STATE CODES PRIOR TO RELEASING THEM TO THE FIELD.

RECORD DRAWINGS

ALL WORK PERFORMED IN THE FIELD SHALL BE ACCURATELY RECORDED ON THESE DRAWINGS AND RETURNED TO THE JOHNSON CONTROLS OFFICE AT THE ADDRESS LISTED ABOVE.

MONITORING LOCATIONS

JOHNSON CONTROLS 14200 EXPOSITION AVE. AURORA, CO. 80012 1-800-428-7124	ALARM SERVICE CO:360682-221 SERVICE CENTER NUMBER:768 UL LISTING: S949-183

COMPOSITE CABLE LEGEND

MARK		PART #		AWG	COND	STRANDING	INSULATION WALL	JACKET		
								WALL (IN)	NOM O.D. (IN)	PRINT
CP	CP1			18	6	7 X 26	.009	.014	.208	READER CABLE, 18/6 SHIELDED CMP (C) UL E191596
	CP2			18	4	7 X 26	.009	.014	.183	REX/MOTION, 18/4 SHIELDED CMP (C) UL
	CP3			16	2	19 X 29	.009	.014	.185	LOCK POWER, 16/2 SHIELDED CMP (C) UL E191596
	CP4			22	4	7 X 30	.007	.014	.139	DOOR CONTACT, 22/4 SHIELDED CMP (C) UL E191596

SECURITY CABLE LEGEND

ID	AWG	COND	SHIELD	CLASS*	ID	AWG	COND	SHIELD	CLASS*
A	22	2	Y	CL2P	AA	RG59		N	CL2P
B	22	2	N	CL2P	BB	RG59 &18/2		N	CL2P
C	22	4	N	CL2P	CC	RG6		N	CL2P
D	22	4	Y	CL2P	DD	CAT5E		N	CL2P
E	22	6	N	CL2P	EE	CAT6		N	CL2P
F	22	10	N	CL2P	FF	CAT6A		N	CL2P
G	18	2	N	CL2P	GG	PATCH CABLE		COPPER	
H	18	2	Y	CL2P	HH	PATCH CABLE		FIBER-OPTIC	
J	18	4	N	CL2P	JJ	62.5/125um OM1		MULTI-MODE	
K	18	4	Y	CL2P	KK	50/125um OM3		MULTI-MODE	
L	18	6	Y	CL2P	LL	50/125um OM4		MULTI-MODE	
M	18	8	Y	CL2P	NN	9/125um OS2		SINGLE MODE	
N	18	10	N	CL2P	CP	COMPOSITE		Y	CMP
P	18	12	Y	CL2P		18/6	18/4		
R	16	2	N	CL2P		22/4	16/2		
S	16	2	Y	CL2P					
T	16	4	N	CL2P					
U	22	4	Y**	CL2P					
V	18	4	Y**	CL2P					
W	18	6	Y***	CL2P					
X	16\19	4	Y	CL2P					
Y	14	2	N	CL2P					
Z	14	1	Y	CL2P					

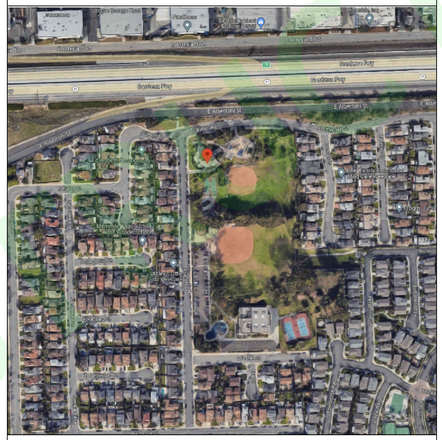
NOTES

* - SEE GENERAL NOTE #6

** - 2 PAIR - EACH PAIR WITH INDIVIDUAL SHIELD

*** - 3 PAIR - EACH PAIR WITH INDIVIDUAL SHIELD

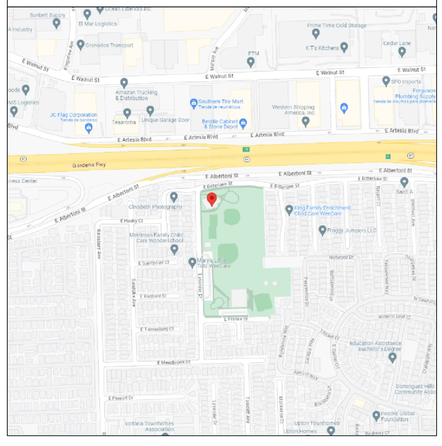
SITE PLAN:



SITE CONTACT INFORMATION:

SITE CONTACT NAME:	-
SITE CONTACT EMAIL ADDRESS:	-
SITE CONTACT PHONE NUMBER:	-

SITE LOCATION:



MULTILEADERS

TYPE	DESCRIPTION
X	CABLE MULTILEADER
X	REVISION MULTILEADER
XX / XX	CALLOUT MULTILEADER: DETAIL/SHEET NUMBER
XXX-XX-XXX / XXXX | XX-XXX-X	DEVICE MULTILEADER: SYSTEM-FLOOR/LEVEL-DEVICE NUMBERS DOOR/DETAIL NUMBERS

IDENTIFIERS

TYPE	DESCRIPTION
X / XX	ELEVATION IDENTIFIER : DETAIL/SHEET NUMBER
X / XX	SECTION IDENTIFIER: DETAIL/SHEET NUMBER

TAGS

TYPE	DESCRIPTION
X	CABLE ID TAG
CABLE TAG	CABLE TAG
XXX-XX-XXX|XX-XXX-X	DEVICE TAG: SYSTEM TYPE/FLOOR-LEVEL/DEVICE NUMBER SHEET NUMBER/DETAIL
#	SHEET NOTE TAG

SHEET INDEX

SHEET	DESCRIPTION
TY001	GENERAL SHEET
TY002	SYMBOLS
TY101	OVERALL VIEW
TY102	DEVICE PLACEMENT PLAN - IDS - MAIN BUILDING
TY103	DEVICE PLACEMENT PLAN - IDS - NORTH ACTIVITY
TY104	DEVICE PLACEMENT PLAN - IDS - SNACK SHACK

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INSTALLING CONTRACTOR:

KEYPLAN:

ISSUE LOG:

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-	-	-	-
-	-	-	-
-	-	-	-

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STEVENSON PARK

17400 LYSANDER DR,
CARSON, CA 90746

DESIGNED BY:	----
DRAWN BY:	JURBINDA
CHECKED BY:	RM
JOB / CASE #:	##ESTIMATE##

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SHEET:

GENERAL SHEET

TY001

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ACCESS CONTROL SYMBOLS

QTY	SYMB	DESCRIPTION	MANUFACTURER / MODEL / PART NUMBER
*	ACP	ACCESS CONTROL PANEL	*
*	ACPS	ACCESS CONTROL POWER SUPPLY	*
*	LPS	LOCK POWER SUPPLY	*
*	ACSR	ACCESS CONTROL SERVER - RACK MOUNTED	*
*	ACBS	ACCESS CONTROL BADGING STATION	*
*	TES	TELEPHONE ENTRY SYSTEM	*
*	ECB	EMERGENCY CALLBOX	*
*	R	CREDENTIAL READER	*
*	R K	CREDENTIAL READER-KEYPAD	*
*	R P	CREDENTIAL READER-PINPAD	*
*	B	BIOMETRIC READER	*
*	B FP	BIOMETRIC READER-FINGERPRINT	*
*	B HG	BIOMETRIC READER-HAND GEOMETRY	*
*	B IS	BIOMETRIC READER-IRIS SCAN	*
*	MP	MOUNTING PEDESTAL	*
*	RM	READER MODULE ENCLOSURE	*
*	C	DOOR CONTACT	*
*	BM	BALANCED MAGNETIC SWITCH	*
*	DP	DOOR POSITION SENSOR	*
*	OH	OVERHEAD DOOR CONTACT	*
*	EL	ELECTRIC LOCK - GENERIC	*
*	ES	ELECTRIC STRIKE	*
*	ML	MORTISE LOCK	*
*	EH	ELECTRIFIED HANDSET	*
*		MAGLOCK	*
*	TH	TRANSFER HINGE - ELECTRIC	*
*		REX - MOTION DETECTOR	*
*	X	REQUEST TO EXIT BUTTON	*
*	DR	DOOR RELEASE BUTTON	*
*	E H	EMERGENCY LOCK RELEASE STATION	*
*	P H	EMERGENCY LOCK RELEASE PULLSTATION	*
*		ADA BUTTON	*
*	CB	CRASH BAR	*
*	CX	CHEXIT DEVICE	*
*	PB	PANIC BAR	*
*	PP	PUSHPLATE	*
*	DMA	DOOR MONITOR ALARM	*
*	DMA K	DOOR MONITOR ALARM - KEYSWITCH	*
*	S	SPEAKER	*
*		DOOR HORN	*
*	S	SIREN/SOUNDER	*
*		STROBE	*
*		ROTATING BEACON	*
*	DCM	DOOR CONTROL MODULE	*
*	IM	INPUT MODULE	*
*	OM	OUTPUT MODULE	*
*	CR	CONTROL RELAY	*
*	K AC	FIRE ALARM RELAY RELEASE ACCESS CONTROL (BY OTHERS)	*
*	P	PANIC BUTTON	*
*	KS	KEYSWITCH	*
*	GC	GATE CONTROLLER	*
*	ACT	DOOR ACTUATOR	*
*	AO	AUTO OPERATOR	*
*	DH	DOOR HOLDER	*
*	T	TURNSTILE	*

INTERCOM SYMBOLS

QTY	SYMB	DESCRIPTION	MANUFACTURER / MODEL / PART NUMBER
*	ICE	INTERCOM CENTRAL EXCHANGE	*
*	ISR	INTERCOM SERVER - RACK MOUNT	*
*	I	INTERCOM	*
*	I D	INTERCOM - DOOR STATION	*
*	I S	INTERCOM - SUB STATION	*
*	I M	INTERCOM - MASTER STATION	*
*	V	VIDEO INTERCOM	*
*	V D	VIDEO INTERCOM - DOOR STATION	*
*	V S	VIDEO INTERCOM - SUB STATION	*
*	V M	VIDEO INTERCOM - MASTER STATION	*

INTRUSION DETECTION SYMBOLS

QTY	SYMB	DESCRIPTION	MANUFACTURER / MODEL / PART NUMBER
*	IDCP	INTRUSION DETECTION CONTROL PANEL	*
*	IDPS	INTRUSION DETECTION POWER SUPPLY	*
*	CELL	CELLULAR DIALER	*
*	POC	POINT OF CONNECTION	*
*	PRN	PRINTER	*
*	GW	GATEWAY	*
*	M	MOTION DETECTOR - LONG RANGE	*
*	M	MOTION DETECTOR - WIDE RANGE	*
*	M	MOTION DETECTOR - 360° CEILING MOUNTED	*
*	C	DOOR CONTACT	*
*	BM	BALANCED MAGNETIC SWITCH	*
*	DP	DOOR POSITION SENSOR	*
*	OH	OVERHEAD DOOR CONTACT	*
*	T	PHOTOELECTRIC BEAM - TRANSMITTER	*
*	R	PHOTOELECTRIC BEAM - RECEIVER	*
*	DMA	DOOR MONITOR ALARM	*
*	DMA K	DOOR MONITOR ALARM - KEYSWITCH	*
*	S	SPEAKER	*
*		DOOR HORN	*
*	S	SIREN/SOUNDER	*
*		STROBE	*
*		ROTATING BEACON	*
*	P	PANIC BUTTON	*
*	P	PANIC LIGHT	*
*	GB	GLASSBREAK	*
*	W	WATER SENSOR	*
*	TS	TAMPER SWITCH	*
*	T	HI/LO TEMPERATURE SENSOR	*
*	AP	HI/LO AIR PRESSURE SUPERVISION	*
*	KS	KEYSWITCH	*
*	KP	KEYPAD - ALPHANUMERIC	*
*	DTA	DAYTIME ANNUNICATOR	*
*	AM	ADDRESSABLE MODULE - SIM/POPIT	*
*	ZEM	ZONE EXPANSION MODULE	*

VAULT ALARM SYMBOLS

QTY	SYMB	DESCRIPTION	MANUFACTURER / MODEL / PART NUMBER
*	VACP	VAULT ALARM CONTROL PANEL	*
*	TS	VAULT ALARM TEST SWITCH	*
*	MS	VAULT ALARM MICROPHONE SENSOR	*
*	TH	VAULT ALARM HEAT SENSOR	*
*	TH	VAULT ALARM TEST HORN	*
*	DS	VAULT ALARM DURESS SWITCH	*
*	VS	VAULT ALARM VIBRATION DETECTOR	*

PERSONAL ALARM SYMBOLS

QTY	SYMB	DESCRIPTION	MANUFACTURER / MODEL / PART NUMBER
*	PAPS	PERSONAL ALARM POWER SUPPLY	*
*	PAVA	PERSONAL ALARM VISUAL ALERT	*
*	TBUS	PERSONAL ALARM TRANSPONDER BUS UNIT	*
*	XTDR	DVI/USB EXTENDER FOR WORKSTATIONS	*
*	C/S	PERSONAL ALARM CHIME/SOUNDER	*
*	REC	PERSONAL ALARM RECEIVER	*
*	XPTP	PERSONAL ALARM TRANSPONDER	*
*	M/C	PERSONAL ALARM MONITOR/CONSOLE	*
*	IFM	PERSONAL ALARM INTERFACE MODULE	*

FIBER OPTIC SYMBOLS

QTY	SYMB	DESCRIPTION	MANUFACTURER / MODEL / PART NUMBER
*	FPP	FIBER PATCH PANEL	*
*	FOTR	FIBER OPTIC TERMINAL RACK	*
*	FOR	FIBER OPTIC RECEIVER	*
*	FOT	FIBER OPTIC TRANSPONDER	*
*	W	WIRE TO FIBER OPTIC CONVERTER	*
*	FOBS	FIBER OPTIC SPLICE BOX	*

VIDEO SURVEILLANCE SYMBOLS

QTY	SYMB	DESCRIPTION	MANUFACTURER / MODEL / PART NUMBER
*	VSHE	VIDEO SURVEILLANCE HEAD END	*
*	VSPS	VIDEO SURVEILLANCE POWER SUPPLY	*
*	VSSR	VIDEO SURVEILLANCE SERVER - RACK MOUNT	*
*	SRVR	VIDEO SURVEILLANCE SERVER	*
*	VSRV	VIDEO SERVER	*
*	VSTO	VIDEO STORAGE	*
*	NVR	NETWORK VIDEO RECORDER	*
*	DVR	DIGITAL VIDEO RECORDER	*
*	VCR	VIDEO CASSETTE RECORDER	*
*	NVE	NETWORK VIDEO ENCODER	*
*	SCE	SINGLE CHANNEL ENCODER	*
*	MCE	MULTI CHANNEL ENCODER	*
*	POE	POWER OVER ETHERNET	*
*	POE-I	POWER OVER ETHERNET INJECTOR	*
*	NS	NETWORK SWITCH	*
*	CS	CORE SWITCH	*
*	VCL	VIDEO CLIENT	*
*	BULLET	CAMERA BULLET	P1465-LE
*	FISHEYE	CAMERA FISHEYE	M4318-PLVE
*	180°	CAMERA 180°	P3087-PVE
*	360°	CAMERA 360°	P3719-PLE
*		CAMERA FIXED DOME	P3265-LV P3265-LVE
*	DUAL	CAMERA DUAL HEAD	P4707-PLVE
*		CAMERA MOUNT - WALL	*
*		CAMERA MOUNT - INTERIOR CORNER	*
*		CAMERA MOUNT - EXTERIOR CORNER	*
*		CAMERA MOUNT - PENDANT	*
*		CAMERA MOUNT - POLE	*
*		CAMERA MOUNT - ROOF/PARAPET	*

ELECTRICAL SYMBOLS

QTY	SYMB	DESCRIPTION	MANUFACTURER / MODEL / PART NUMBER
*		DATA JACK	*
*		TELCO JACK	*
*		DATA/TELCO JACK	*
*	JB	JUNCTION BOX	*
*	CPP	COPPER PATCH PANEL	*
*	CBP	CIRCUIT BREAKER PANEL	*
*	SURGE	SURGE PROTECTION	*
*	UPS	UNINTERRUPTIBLE POWER SUPPLY	*
*	SBB	SECURITY BACKBOARD	*
*	SEC	SECURITY ENCLOSURE	*
*	RACK	RACK	*
*	EAS	ELECTRONIC ARTICLE SURVEILLANCE	*
*	WS	WORKSTATION	*
*	PVM	PUBLIC VIEW MONITOR	*
*	KVM	KEYBOARD/VIDEO/MONITOR SPLITTER	*
*	A/B	SERIAL SWITCH	*
*	A/E	ACCESS/EDGE SWITCH (POE/NON-POE)	*
*	TOG	TOGGLE SWITCH	*
*	AUC	ANSUL CONNECTION UNIT	*
*		WIRELESS COMMUNICATION DEVICE	*
*		FLOOR PENETRATION	*
*		CONDUIT/WIRE DOWN	*
*		CONDUIT/WIRE UP	*
*		WALL SLEEVE	*
*	TRAY	CABLE TRAY	*
*		WALL PENETRATION	*
*		HOMERUN	*
*		120VAC/20A DED. UNSWITCHED DUPLEX RECEPTACLE	*
*	2	120VAC/20A DED. UNSWITCHED CIRCUIT W/ DISCONNECT	*
*	20A 2	DISCONNECT SWITCH - NON-FUSIBLE	*
*	40A 60A 2	DISCONNECT SWITCH - FUSIBLE	*

CAMERA ABBREVIATIONS

B	BULLET
CVT	COVERT
IP	INTERNET PROTOCOL
IR	INFRARED
MP	MEGA-PIXEL
NV	NIGHT VISION
PTZ	PAN/TILT/ZOOM
T	THERMAL
VR	VANDAL RESISTANT
DET	DETENTION
90	90 DEGREES
180	180 DEGREES
270	270 DEGREES
360	360 DEGREES

ABBREVIATIONS

SYMB	DESCRIPTION
AC	ALTERNATING CURRENT
ACS	ACCESS CONTROL SYSTEM
AFF	ABOVE FINISHED FLOOR
AFG	ABOVE FINISHED GRADE
AMP	AMPERE
AUX	AUXILIARY
AWG	AMERICAN WIRE GAUGE
BFG	BELOW FINISH GRADE
BLDG	BUILDING
C / CM	CEILING MOUNTED
CIRC	CIRCUIT
CL	CENTER LINE
COND	CONDUIT
CO	COMPANY
DC	DIRECT CURRENT
DIA	DIAMETER
DN	DOWN
DWG	DRAWING
° / DEG	DEGREE
ELEC	ELECTRICAL
EA	EACH
EXT	EXTERIOR
EX	EXISTING DEVICE
EQUIP	EQUIPMENT
EC	ELECTRICAL CONTRACTOR
XP	EXPLOSION PROOF
FL	FLOOR
FT	FEET
GC	GENERAL CONTRACTOR
GUI	GRAPHICAL USER INTERFACE
GND	GROUND
HW	HARDWIRED
ID	IDENTIFICATION
IN	INCHES
ICS	INTERCOM CONTROL SYSTEM
IDS	INTRUSION DETECTION SYSTEM
KW	KILOWATT
LVL	LEVEL
MAX	MAXIMUM
MIN	MINIMUM
MFR	MANUFACTURER
MTD	MOUNTED
N4	NEMA 4 - NON CORROSION-PROOF ENCLOSURE
N4X	NEMA 4 - CORROSION-PROOF ENCLOSURE
N12	NEMA 12 - SEALED ENCLOSURE
ND	NEW DEVICE
#	NUMBER
PNL	PANEL
PAS	PERSONAL ALARM SYSTEM
PH / Ø	PHASE
PS	POWER SUPPLY
QTY	QUANTITY
REQ'D	REQUIRED
SEC	SECONDARY
TEMP	TEMPERATURE
TYP	TYPICAL
UPS	UNINTERRUPTED POWER SUPPLY
VAS	VAULT ALARM SYSTEM
VSS	VIDEO SURVEILLANCE SYSTEM
V	VOLTAGE
VAC	VOLTAGE ALTERNATING CURRENT
VDC	VOLTAGE DIRECT CURRENT
W / WM	WALL MOUNTED
W	WATTS
WP	WEATHERPROOF
WD	WIRELESS DEVICE
W/	WITH

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AESBL LICENSE # ----

CENTER OF EXCELLENCE NETWORK

INSTALLING CONTRACTOR:

KEYPLAN:

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CITY OF CARSON
STEVENSON PARK

17400 LYSANDER DR,
CARSON, CA 90746

DESIGNED BY:	----
DRAWN BY:	JURBINDA
CHECKED BY:	RM
JOB / CASE #:	##ESTIMATE##

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SHEET:

SYMBOLS

TY002

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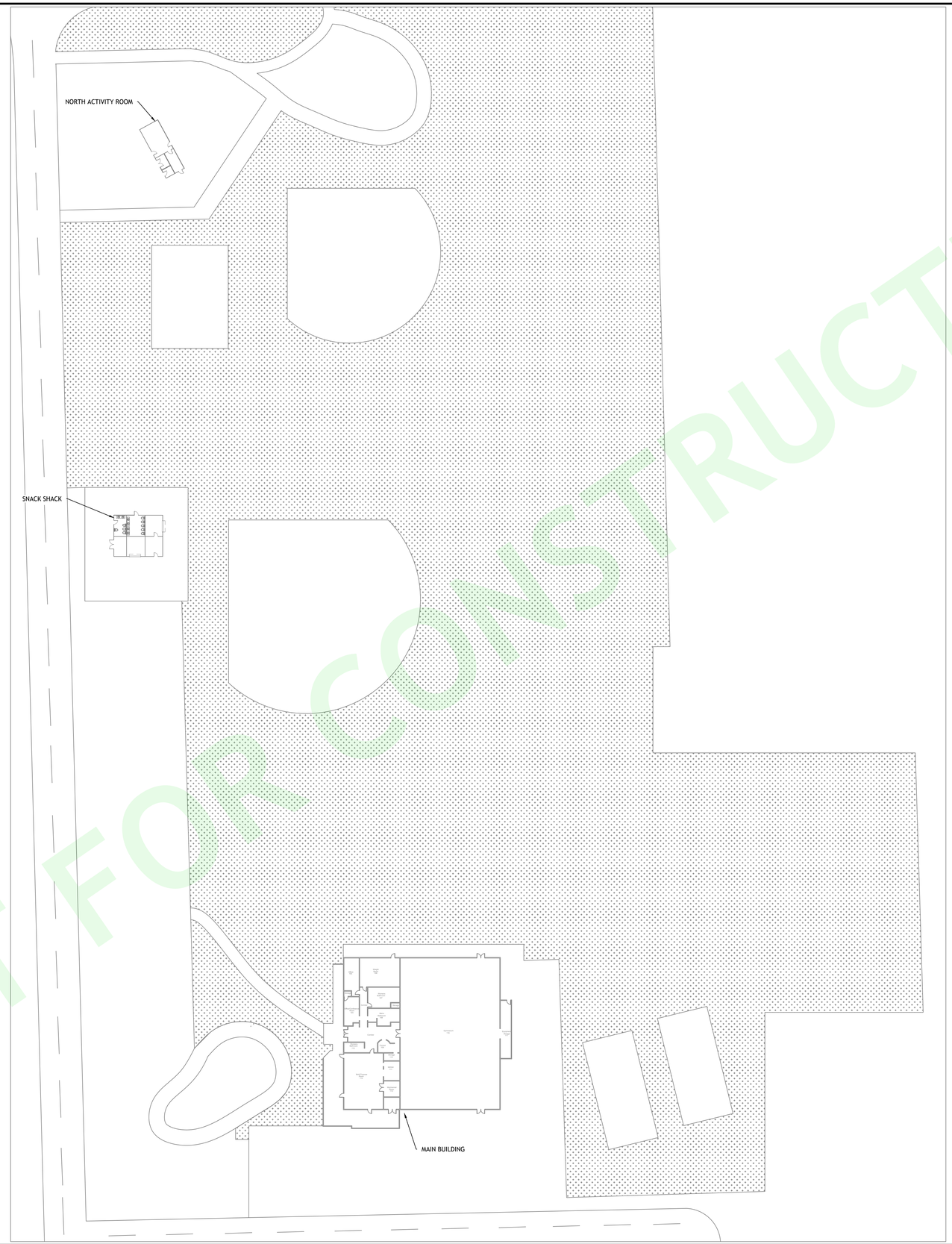

A OVERALL VIEW
SCALE: NTS

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SHEET:

OVERALL VIEW

TY101

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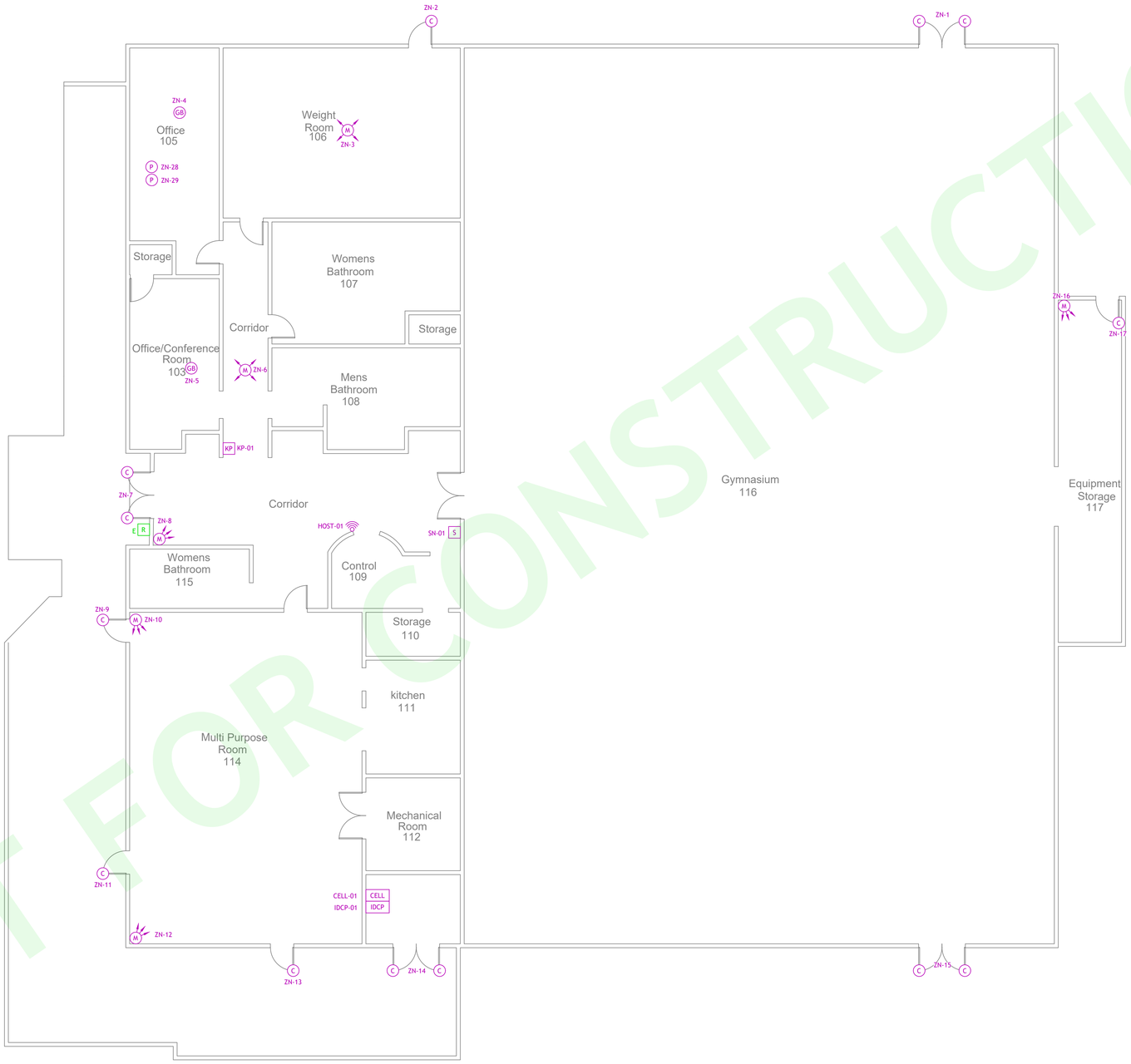

A DEVICE PLACEMENT PLAN - IDS - MAIN BUILDING
SCALE: 1/8"=1'-0"

SCALE: 1/8"=1'-0" (IN FEET)
0 4' 8' 16'

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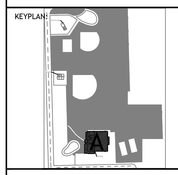
CENTER OF EXCELLENCE NETWORK

INSTALLING CONTRACTOR:

KEYPLAN:



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-	-	-	-
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JOB / CASE #:	##ESTIMATE##

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SHEET:

DEVICE PLACEMENT PLAN - IDS - MAIN BUILDING

TY102

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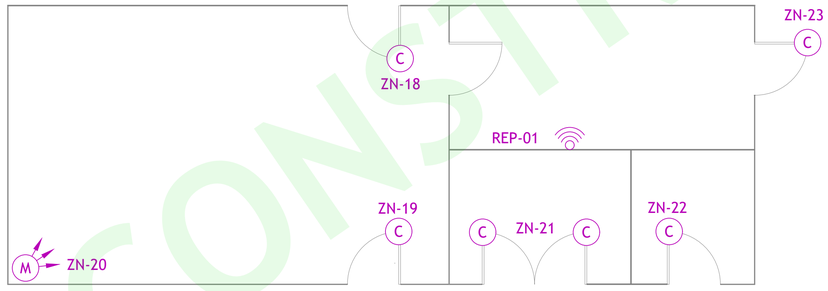

A DEVICE PLACEMENT PLAN - IDS - NORTH ACTIVITY

SCALE: 1/4" =1'-0"

SCALE: 1/4"=1'-0" (IN FEET)

0 2' 4' 8'

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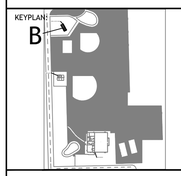
INSTALLING CONTRACTOR:

KEYPLAN:



ISSUE LOG:

MARK	DATE	INT	DESCRIPTION
00	10.24.23	LFZ	DEVICE PLACEMENT PLAN
01	07.16.24	DCR	RELEASED FOR PROPOSAL
02	02.16.26	MCM	UPDATED DRAWINGS
03	02.23.26	MCM	PANEL, KEYPAD & HALO REMOVAL
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-

CITY OF CARSON
STEVENSON PARK

17400 LYSANDER DR,
CARSON, CA 90746

DESIGNED BY:	----
DRAWN BY:	JURBINDA
CHECKED BY:	RM
JOB / CASE #:	##ESTIMATE##

NOT FOR CONSTRUCTION

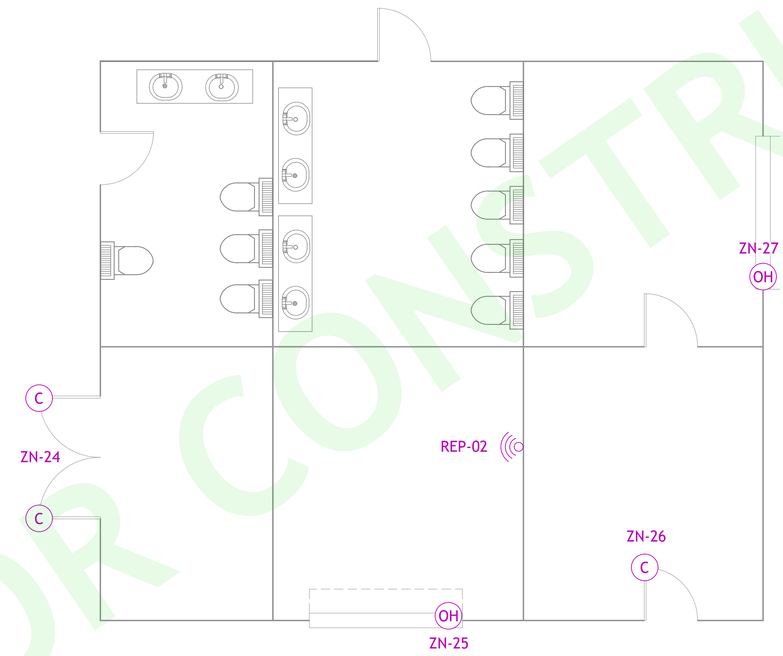
SHEET:

DEVICE PLACEMENT PLAN - IDS - NORTH ACTIVITY

TY103

COPYRIGHT 2018- JOHNSON CONTROLS, INC.

IMPORTANT NOTICE TO USER: By accepting or using this drawing and/or the information contained herein, the user agrees to the following terms and conditions: The electronic information in the drawing may be subject to intentional or unintentional alteration. Any use, reuse, copying, modification or alteration of this information without the express written consent of Johnson Controls, Inc. is prohibited. Johnson Controls, Inc. assumes no responsibility for the accuracy and completeness of the information in the drawing after it has been altered. In the case of alteration, Johnson Controls, Inc. shall not be responsible for any errors or omissions in the drawing. Johnson Controls, Inc. makes no warranties, express or implied, including without limitation, the implied warranties of merchantability and fitness for a particular purpose, with respect to the drawing. In the case of alteration, Johnson Controls, Inc. shall not be responsible for any incidental or consequential damages. Johnson Controls, Inc. shall not be liable for any claims for loss, damage or injury arising directly or indirectly therefrom.



A DEVICE PLACEMENT PLAN - IDS - SNACK SHACK

SCALE: 1/4" =1'-0"

SCALE: 1/4"=1'-0" (IN FEET)

0 2' 4' 8'

Johnson Controls

JOHNSON CONTROLS
NATIONAL CENTER OF EXCELLENCE

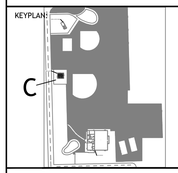
14200 E EXPOSITION AVE #1A
AURORA, CO 80012

1-877-330-7404
AESBL LICENSE # ----

CENTER OF EXCELLENCE NETWORK

INSTALLING CONTRACTOR:

KEYPLAN:



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-	-	-	-
-	-	-	-
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CITY OF CARSON
STEVENSON PARK

17400 LYSANDER DR,
CARSON, CA 90746

DESIGNED BY:	----
DRAWN BY:	JURBINDA
CHECKED BY:	RM
JOB / CASE #:	##ESTIMATE##

NOT FOR CONSTRUCTION

SHEET:

DEVICE PLACEMENT PLAN - IDS - SNACK SHACK

TY104

NOT FOR CONSTRUCTION

Acknowledgement of Addendum 1

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Purchasing Division
701 E. Carson Street
Carson, CA 90745

ADDENDUM NO. 1 to **RFP 26-013 CITYWIDE INTRUSION DETECTION AND ALARM MONITORING SERVICES**

02/19/2026

TO ALL PROSPECTIVE BIDDERS/PROPOSERS:

The following Addendum provides revisions, clarifications, and/or additional information to the solicitation documents. This addendum is hereby made part of the solicitation and must be considered when preparing your response. All other terms and conditions of the original document remain in effect.

1. Answers to Q&A

Question	Answer
I would like to confirm, the city is looking for 1. estimated cost to monitor all instrusion systems. 2. upgrade all intrusion systems walked on 2/17/26. Including full installation of new Intrusion system at city hall? or 3. upgrade all locations in the city including new City Hall system?	1. Yes, estimated ongoing costs to monitor all intrusion systems at all locations listed in the RFP packet. 2. Yes, upgrade (installation of new systems) all locations listed in the RFP which includes City Hall. 3. Yes, upgrade all city facility locations listed in RFP including City Hall.

Sincerely,

Josilla Togiola
Purchasing Manager
02/19/2026

ACKNOWLEDGMENT OF RECEIPT

By signing below, the undersigned acknowledges receipt of Addendum No. **1** issued by the City and affirms that the information contained herein has been considered in preparation and submission of the proposer's response.

Please Note: Bidders/Proposers must complete **both** of the following actions:

1. Sign and submit this Acknowledgment of Receipt as part of submittal.
2. Acknowledge receipt of this addenda electronically in PlanetBids.

Failure to acknowledge both electronically and via this signed form may result in your bid or proposal being deemed non-responsive.

Authorized Signature: Date: 2-25-26

Printed Name & Title: Jim Parker, Branch Installation Manager

Company Name: Johnson Controls, Inc.

Required General Attachments

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Purchasing Division
701 E. Carson Street
Carson, CA 90745

EXHIBIT A

GENERAL ATTACHMENTS

Exhibit A contains the City's required forms and attachments. All forms must be completed and submitted; failure to do so may result in disqualification.

- ☒ Bidder/Proposer Affidavit
- ☒ Affidavit of Non-Collusion and Non-Discrimination
- ☒ Affidavit of Non-Federal Lobbyist Requirement
- ☒ Debarment and Suspension Certification
- ☒ Acknowledgment of Insurance Endorsements
- ☒ Client Reference List
- ☒ Certification of Compliance with Labor Code Section 3700
- ☒ W9

Docusign Envelope ID: CF43DA98-82F8-41CE-A844-BF3CF70D030D

Purchasing Division
701 E. Carson Street
Carson, CA 90745

Bidder/Proposer Affidavit

Bidder/Proposer Name: Johnson Controls Building Solutions, LLC

Mailing Address: 7711 Center Ave, Suite 650 Huntington Beach, CA 92647

Main Contact & Title: Mark Thummell, Account Executive

Email: mark.a.thummell@jci.com Phone: (702) 664-9100

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: _____ Signature: _____

Date: 2/25/2026 Date: _____

Name: James Parker Name: _____

Title: HVAC Installation Manager 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.

Docusign Envelope ID: CF43DA98-82F8-41CE-A844-BF3CF70D030D

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:

Date: 2/25/2026

Name: James Parker

Title: HVAC Installation Manager

Docusign Envelope ID: CF43DA98-82F8-41CE-A844-BF3CF70D030D

Purchasing Division
701 E. Carson Street
Carson, CA 90745

Affidavit of Non-Federal Lobbyist Requirement

Name of Firm: Johnson Controls Building Solutions, LLC
Address: 7711 Center Ave, Suite 650 – Huntington Beach, CA 92647

Telephone: (562) 594-3200

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:

Date: 2/25/2026

Name: James Parker

Title: HVAC Installation Manager

Docusign Envelope ID: CF43DA98-82F8-41CE-A844-BF3CF70D030D

Purchasing Division
701 E. Carson Street
Carson, CA 90745

Debarment and Suspension Certification

Name of Firm: Johnson Controls Building Solutions, LLC.

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

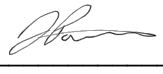
Has not within the three-year period preceding this certification had one or more public transactions (federal, state or local) terminated for cause or default.

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/RQ.

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: 

Date: 2/25/2026

Name: James Parker

Title: HVAC Installation Manager

Docusign Envelope ID: CF43DA98-82F8-41CE-A844-BF3CF70D030D

Purchasing Division
701 E. Carson Street
Carson, CA 90745

Acknowledgment of Insurance Endorsements

In recognition of Johnson Controls Building Solutions, LLC. ("Company") having submitted a proposal or bid to the City of Carson IFB/RFP/RFQ # 26-013, dated February 25, 2026 ("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 5.1 ("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]

- X General Liability
- X Automobile Liability
- X Worker's Compensation
- X Professional Liability
- X Pollution Liability

Other Insurance Provisions:

- X Cyber Liability
- X Crime Insurance
- X Bonds

Marsh USA Inc.
Name of Insurer [Print]

James Parker, HVAC Installation Manager
Name, Title [Print]

Signature

2/25/2026
Date

As the signatory of this document, I can attest that Johnson Controls Building Solutions LLC maintains these insurance requirements as demonstrated within the attached certificates of insurance.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/24/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA LLC. 155 N. WACKER, SUITE 1200 Chicago, IL 60661 Attn: JCI.Certrequest@marsh.com CN101230596--5-25-26*	**CONTACT NAME:** Marsh | U.S. Operations **PHONE (A/C, No, Ext):** (866) 966-4664 **FAX (A/C, No):** **E-MAIL ADDRESS:** JCI.certrequest@marsh.com
INSURED Johnson Controls, Inc. Johnson Controls Building Solutions, LLC Johnson Controls Fire Protection LP Johnson Controls Security Solutions LLC (See attached Acord 101) 5757 North Green Bay Avenue Milwaukee, WI 53209	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Old Republic Insurance Company — 24147 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** CHI-011113357-01 **REVISION NUMBER:** 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY**			MWZY 313947-25	10/01/2025	10/01/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Contractual Liability						MED EXP (Any one person)	$ 50,000
	X XCU Included						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ INC IN GEN AGG
	OTHER:							$
A	**AUTOMOBILE LIABILITY**			MWTB 313946-25 (Excludes NH)	10/01/2025	10/01/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
A	X ANY AUTO			MWTB 313949-25 (Primary NH)	10/01/2025	10/01/2026	BODILY INJURY (Per person)	$
A	OWNED AUTOS ONLY / SCHEDULED AUTOS			MWZX 313950-25 (Excess NH $4.75M)	10/01/2025	10/01/2026	BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			Excess NH Auto is Follow Form			PROPERTY DAMAGE (Per accident)	$
				to Primary NH Auto				$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N			MWC 313943-25 (AOS - see page 2)	10/01/2025	10/01/2026	X PER STATUTE OTH-ER	
A	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A		MWXS 313944-25 (OH & WA)	10/01/2025	10/01/2026	E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)

City of Carson, its elected and appointed officers, employees, volunteers and agents are included as additional insured per the attached. See attached Acord 101 for additional information including Additional Insured, Primary/Non-contributory, Waiver of Subrogation and Notice of Cancellation provisions.

CERTIFICATE HOLDER

City of Carson
701 E Carson Street
Carson, CA 90745

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE of Marsh USA LLC

Danesha Flowers

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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH USA LLC.	Johnson Controls, Inc. Johnson Controls Building Solutions, LLC Johnson Controls Fire Protection LP Johnson Controls Security Solutions LLC (See attached Acord 101) 5757 North Green Bay Avenue Milwaukee, WI 53209
POLICY NUMBER	EFFECTIVE DATE:
CARRIER / NAIC CODE	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

WORKERS COMPENSATION:
Workers Compensation "AOS" Policy includes coverage for employees from the following States WHILE WORKING IN ANY STATE:AK, AL, AR, AZ, CA, CO, CT, DC, DE, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, NE, NH, NJ, NM, NV, NY, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WI, & WV.

PRIMARY COVERAGE:
The General Liability and Automobile Liability policies are primary and not excess of or contributing with other insurance or self-insurance, where required by written lease or written contract. For General Liability, this applies to both ongoing and completed operations.

WAIVER OF SUBROGATION:
The General Liability, Automobile Liability, Workers' Compensation and Employers Liability policies include a Waiver of Subrogation in favor of the certholder and any other person or organization, BUT ONLY to the extent required by written contract.

ADDITIONAL INSURED - AUTOMOBILE LIABILITY:
The Automobile Liability policy, if required by written contract, includes coverage for Additional Insureds as required by such written contract.

ADDITIONAL INSURED - GENERAL LIABILITY:
For General Liability, if required by written contract, the following are included as additional insureds, as required pursuant to a written contract with a named insured, per attached Policy Endorsements A2 and A2A: THE CERTIFICATE HOLDER LISTED ON THIS CERTIFICATE OF LIABILITY INSURANCE, AND EACH OTHER PERSON OR ORGANIZATION REQUIRED TO BE INCLUDED AS AN ADDITIONAL INSURED PURSUANT TO A WRITTEN CONTRACT WITH THE NAMED INSURED.

ONGOING OPERATIONS AND COMPLETED OPERATIONS INSURANCE
The General Liability Insurance includes insurance for ongoing operations and completed operations.

LIMIT OF LIABILITY:
The Liability Limit that applies is the amount indicated on the face of this Certificate of Liability Insurance, or the minimum Liability limit that is required by the written contract, whichever is less. If there is no contract then the Liability Limit is limited to $1,000,000.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS:
Should any of the above described policies be cancelled, other than for non-payment, before the expiration date thereof, 30 days advice of cancellation will be delivered to certificate holders in accordance with the policy endorsements.

NAMED INSURED:
Central Sprinkler LLC; Chemguard, Inc.; Connect 24 Wireless Communications Inc.; Exacq Technologies, Inc.; FM:Systems Europe Limited; FM:Systems Group LLC; Grinnell LLC; Haz-Tank Fabricators, Inc.; Integrated Systems and Power, Inc.; Johnson Controls (Suisse) SA; Johnson Controls Air Conditioning and Refrigeration, LLC.; Johnson Controls Building Automation Systems, LLC; Johnson Controls Building Solutions, LLC; Johnson Controls Capital LLC; Johnson Controls Federal Systems, LLC; Johnson Controls Fire Protection LP; Johnson Controls Foundation, Inc.; Johnson Controls Government Systems, LLC; Johnson Controls, Inc.; Johnson Controls Navy Systems, LLC; Johnson Controls North America Products, LLC; Johnson Controls PI Project Site Operations LLC; Johnson Controls Security Solutions LLC; Johnson Controls US Holdings, Inc.; M&M Refrigeration, LLC; Master Protection, LP dba FireMaster; Qolsys, Inc.; Rescue Air Systems, Inc.; Retail Expert, Inc.; Security Enhancement Systems LLC; Sensormatic Electronics, LLC; Sensormatic USA LLC; ShopperTrak International Investment LLC; ShopperTrak RCT LLC; Silent-Aire USA Inc.; Silent-Aire Mission Critical Service LLC; Tyco Fire & Security LLC; Tyco Fire Products LP; Visonic Inc.; WillFire HC, LLC; York International (SA), Inc.; York International Corporation

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IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION - ENDORSEMENT A2

Named Insured Johnson Controls US Holdings, Inc.			Endorsement Number
Policy Prefix	Policy Number MWZY 313947 25	Policy Period 10/01/25 - 10/01/26	Effective Date of Endorsement 10/01/25
Issued By Old Republic Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
If required by contract, the person or organization listed on the certificate of insurance as additional insured, and each other person or organization required to be included as an additional insured pursuant to a contract with a named insured.

Location(s) Of Covered Operations:
As required by contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II - Who is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused solely by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS - ENDORSEMENT A2A

Named Insured Johnson Controls US Holdings, Inc.			Endorsement Number
Policy Prefix	Policy Number MWZY 313947 25	Policy Period 10/01/25 - 10/01/26	Effective Date of Endorsement 10/01/25
Issued By Old Republic Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

If required by contract, the person or organization listed on the certificate of insurance as additional insured, and each other person or organization required to be included as an additional insured pursuant to a contract with a named insured.

Location And Description Of Completed Operations:

As required by contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused solely by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - AUTOMATIC STATUS WHEN REQUIRED BY CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. **SECTION II - COVERED AUTOS LIABILITY COVERAGE**, **A. Coverage**, **1. Who Is An Insured**, is amended to include as an additional insured any person(s) or organization(s) for whom you are performing operations when you and such person(s) or organization(s) have agreed in a contract or any other agreement that such person(s) or organization(s) be added as additional insured on your policy. The status of an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. The most we will pay on behalf of the additional insured described in Paragraph **A.** above is the lesser of the amount payable under **SECTION II - COVERED AUTOS LIABILITY COVERAGE**, **C. Limits of Insurance** or the amount of insurance required by the contract or agreement.

C. Notwithstanding any requirement, term or condition of any contract or agreement with respect to which this endorsement may pertain, the insurance afforded to the additional insured is subject to all the terms, exclusions and conditions of the Commercial Auto Coverage Form to which this endorsement is attached.

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IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Name of Person or Organization:
Any person or organization that you are required by contract to waive recovery right.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The **Transfer Of Rights Of Recovery Against Others To Us** Condition is changed by adding the following:

We waive any right of recovery we may have against the person(s) or organization(s) shown in the Schedule because of payments we make for injury or damage. This waiver applies only to the person or organization shown in the Schedule.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSUREDS

Named Insured Johnson Controls US Holdings, Inc.			Endorsement Number
Policy Prefix	Policy Number MWZY 313947 25	Policy Period 10/01/25 - 10/01/26	Effective Date of Endorsement 10/01/25
Issued By Old Republic Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Person(s) or Organization(s):

Any person or organization as required by contract or agreement.

For Person(s) or Organization(s) that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, **4. Other Insurance** and supersedes any provision to the contrary:

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 a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
If required by contract, any person or organization against whom you have agreed to waive your right to recovery.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 04 03 06**
(Ed. 04-84)

POLICY NUMBER: MWC 313943 25

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 0 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

PERSON OR ORGANIZATION	JOB DESCRIPTION
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER TO THE EXTENT ALLOWABLE BY LAW	ANY JOB FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER TO THE EXTENT ALLOWABLE BY LAW

DATE OF ISSUE: 10-01-25

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From the WCIRB's California Workers' Compensation Insurance Forms Manual@ 1999.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/24/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA LLC 155 N. WACKER, SUITE 1200 CHICAGO, IL 60661 Attn: JCI.Certrequest@marsh.com CN101230596-J&T-PL-26-27	**CONTACT NAME:** Marsh | U.S. Operations **PHONE (A/C, No, Ext):** (866) 966-4664 **FAX (A/C, No):** **E-MAIL ADDRESS:** JCI.certrequest@marsh.com
INSURED Johnson Controls International plc (and see attached) 5757 North Green Bay Avenue Milwaukee, WI 53209	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Zurich American Insurance Company — 16535 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** CHI-011113359-01 **REVISION NUMBER:** 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ $ $ $ $ $ $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ $ $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **Y / N** [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Professional Liability			EOC0238122-08	02/01/2026	02/01/2027	Each Claim and Related Claim Aggregate Limit	1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Carson
701 E Carson Street
Carson, CA 90745

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE of Marsh USA LLC

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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH USA LLC	Johnson Controls International plc (and see attached) 5757 North Green Bay Avenue Milwaukee, WI 53209
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

All services including Technology Services, Construction Management Services and Design/Build Services, Fire & Security products and services performed by the Building Technologies & Solutions units of Johnson Controls International plc. or on behalf of Building Technologies & Solutions Units of Johnson Controls International plc. by others acting under their direction or trade name, including any such services that are performed electronically utilizing the Internet or a network of two or more computers.

NAMED INSURED:

Central Sprinkler LLC; Chemguard, Inc.; Connect 24 Wireless Communications Inc.; Exacq Technologies, Inc.; FM:Systems Europe Limited; FM:Systems Group, LLC; Grinnell LLC; Haz-Tank Fabricators, Inc.; Integrated Systems and Power, Inc.; Johnson Controls (Suisse) SA; Johnson Controls Air Conditioning and Refrigeration, LLC; Johnson Controls Building Automation Systems, LLC; Johnson Controls Building Solutions, LLC; Johnson Controls Capital LLC; Johnson Controls Federal Systems, LLC; Johnson Controls Fire Protection LP; Johnson Controls Foundation, Inc.; Johnson Controls Government Systems, LLC; Johnson Controls, Inc.; Johnson Controls Navy Systems, LLC; Johnson Controls North America Products, LLC; Johnson Controls PI Project Site Operations LLC; Johnson Controls Security Solutions LLC; Johnson Controls US Holdings, Inc.; Master Protection, LP dba FireMaster; Qolsys, Inc.; Rescue Air Systems, Inc.; Retail Expert, Inc.; Sensormatic Electronics, LLC; Sensormatic USA LLC; ShopperTrak International Investment LLC; ShopperTrak RCT LLC; Silent-Aire USA Inc.; Silent-Aire Mission Critical Services LLC; Tyco Fire & Security LLC; Tyco Fire Products LP; Visonic Inc.; WillFire HC, LLC; York International (SA), Inc.; York International Corporation

The Professional Liability insurance referenced herein was placed by Aon Risk Services Central, Inc., or one or more of its subsidiaries or affiliates. Marsh is evidencing this coverage on this certificate for your convenience.

Professional Liability coverage is claims-made.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/24/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA LLC. 155 N. WACKER, SUITE 1200 Chicago, IL 60661 Attn: JCI.Certrequest@marsh.com CN101230596-.-14-25-26	**CONTACT NAME:** Marsh | U.S. Operations **PHONE (A/C, No, Ext):** (866) 966-4664 **FAX (A/C, No):** **E-MAIL ADDRESS:** JCI.certrequest@marsh.com
INSURED Johnson Controls, Inc. Johnson Controls Building Solutions, LLC Johnson Controls Fire Protection LP Johnson Controls Security Solutions LLC (See attached Acord 101) 5757 North Green Bay Avenue Milwaukee, WI 53209	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Old Republic Insurance Company — 24147 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** CHI-011113360-01 **REVISION NUMBER:** 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** [N]	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Contractors Pollution Liability			MWZZ 313945 25	10/01/2025	10/01/2026	Per Occurrence	1,000,000
							General Aggregate	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Carson
701 E Carson Street
Carson, CA 90745

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA LLC

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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH USA LLC.	Johnson Controls, Inc. Johnson Controls Building Solutions, LLC Johnson Controls Fire Protection LP Johnson Controls Security Solutions LLC (See attached Acord 101) 5757 North Green Bay Avenue Milwaukee, WI 53209
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

NAMED INSURED:

Central Sprinkler LLC; Chemguard, Inc.; Connect 24 Wireless Communications Inc.; Exacq Technologies, Inc.; FM:Systems Europe Limited; FM:Systems Group LLC; Grinnell LLC; Haz-Tank Fabricators, Inc.; Integrated Systems and Power, Inc.; Johnson Controls (Suisse) SA; Johnson Controls Air Conditioning and Refrigeration, LLC.; Johnson Controls Building Automation Systems, LLC; Johnson Controls Building Solutions, LLC; Johnson Controls Capital LLC; Johnson Controls Federal Systems, LLC; Johnson Controls Fire Protection LP; Johnson Controls Foundation, Inc.; Johnson Controls Government Systems, LLC; Johnson Controls, Inc.; Johnson Controls Navy Systems, LLC; Johnson Controls North America Products, LLC; Johnson Controls PI Project Site Operations LLC; Johnson Controls Security Solutions LLC; Johnson Controls US Holdings, Inc.; M&M Refrigeration, LLC; Master Protection, LP dba FireMaster; Qolsys, Inc.; Rescue Air Systems, Inc.; Retail Expert, Inc.; Security Enhancement Systems LLC; Sensormatic Electronics, LLC; Sensormatic USA LLC; ShopperTrak International Investment LLC; ShopperTrak RCT LLC; Silent-Aire USA Inc.; Silent-Aire Mission Critical Service LLC; Tyco Fire & Security LLC; Tyco Fire Products LP; Visonic Inc.; WillFire HC, LLC; York International (SA), Inc.; York International Corporation

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/24/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA LLC 155 N. WACKER, SUITE 1200 CHICAGO, IL 60661 Attn: JCI.Certrequest@marsh.com CN101230596-All-Cyber-26-27	**CONTACT NAME:** Marsh | U.S. Operations **PHONE (A/C, No, Ext):** (866) 966-4664 **FAX (A/C, No):** **E-MAIL ADDRESS:** JCI.certrequest@marsh.com
INSURED Johnson Controls International plc (and see attached) 5757 North Green Bay Avenue Milwaukee, WI 53209	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Steadfast Insurance Company — 26387 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** CHI-011113384-01 **REVISION NUMBER:** 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Cyber Liability			SPR0131628-08	02/01/2026	02/01/2027	Each Occurrence	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Carson
701 E Carson Street
Carson, CA 90745

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA LLC

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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH USA LLC	Johnson Controls International plc (and see attached) 5757 North Green Bay Avenue Milwaukee, WI 53209
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

OTHER BROKER:

The Cyber Liability insurance referenced herein were placed by Aon Risk Services Central, Inc., or one or more of its subsidiaries or affiliates. Marsh is evidencing this coverage on this certificate for your convenience.

NAMED INSURED:

Central Sprinkler LLC; Chemguard, Inc.; Connect 24 Wireless Communications Inc.; Exacq Technologies, Inc.; FM:Systems Europe Limited; FM:Systems Group, LLC; Grinnell LLC; Haz-Tank Fabricators, Inc.; Integrated Systems and Power, Inc.; Johnson Controls (Suisse) SA; Johnson Controls Air Conditioning and Refrigeration, LLC; Johnson Controls Building Automation Systems, LLC; Johnson Controls Building Solutions, LLC; Johnson Controls Capital LLC; Johnson Controls Federal Systems, LLC; Johnson Controls Fire Protection LP; Johnson Controls Foundation, Inc.; Johnson Controls Government Systems, LLC; Johnson Controls, Inc.; Johnson Controls Navy Systems, LLC; Johnson Controls North America Products, LLC; Johnson Controls PI Project Site Operations LLC; Johnson Controls Security Solutions LLC; Johnson Controls US Holdings, Inc.; Master Protection, LP dba FireMaster; Qolsys, Inc.; Rescue Air Systems, Inc.; Retail Expert, Inc.; Sensormatic Electronics, LLC; Sensormatic USA LLC; ShopperTrak International Investment LLC; ShopperTrak RCT LLC; Silent-Aire USA Inc.; Silent-Aire Mission Critical Services LLC; Tyco Fire & Security LLC; Tyco Fire Products LP; Visonic Inc.; WillFire HC, LLC; York International (SA), Inc.; York International Corporation

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/24/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA LLC 155 N. WACKER, SUITE 1200 Chicago, IL 60661 Attn: JCI.Certrequest@marsh.com CN101230596-FINPR-Crime-26-27	**CONTACT NAME:** Marsh | U.S. Operations **PHONE (A/C, No, Ext):** (866) 966-4664 **FAX (A/C, No):** **E-MAIL ADDRESS:** JCI.certrequest@marsh.com	
	INSURER(S) AFFORDING COVERAGE	**NAIC #**
	INSURER A : Lloyd's of London	32727
INSURED Johnson Controls, Inc. Tyco International Holding S.a.r.l. SimplexGrinnell LP (see attached Acord 101) 5757 North Green Bay Avenue Milwaukee, WI 53209	**INSURER B :**	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CHI-011113386-01 **REVISION NUMBER:** 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	CRIME COVERAGE			FSXDD2600694	02/01/2026	02/01/2027	Any One Loss	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Carson
701 E Carson Street
Carson, CA 90745

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA LLC

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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH USA LLC	Johnson Controls, Inc. Tyco International Holding S.a.r.l. SimplexGrinnell LP (see attached Acord 101) 5757 North Green Bay Avenue Milwaukee, WI 53209
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

The Crime insurance referenced herein was placed by Aon Risk Services Central, Inc., or one or more of its subsidiaries or affiliates. Marsh is evidencing this coverage on this certificate for your convenience.

NAMED INSURED:
Cental Sprinkler LLC; Chemguard, Inc.; Connect 24 Wireless Communications Inc.; Exacq Technologies, Inc.; FM:Systems Europe Limited; FM:Systems Group, LLC; Grinnell LLC; Haz-Tank Fabricators, Inc.; Integrated Systems and Power, Inc.; Johnson Controls (Suisse) SA; Johnson Controls Air Conditioning and Refrigeration, LLC; Johnson Controls Building Automation Systems, LLC; Johnson Controls Building Solutions, LLC; Johnson Controls Capital LLC; Johnson Controls Federal Systems, LLC; Johnson Controls Fire Protection LP; Johnson Controls Foundation, Inc.; Johnson Controls Government Systems, LLC; Johnson Controls, Inc.; Johnson Controls Navy Systems, LLC; Johnson Controls North America Products, LLC; Johnson Controls PI Project Site Operations LLC; Johnson Controls Security Solutions LLC; Johnson Controls US Holdings, Inc.; Master Protection, LP dba FireMaster; Qolsys, Inc.; Rescue Air Systems, Inc.; Retail Expert, Inc.; Sensormatic Electronics, LLC; Sensormatic USA LLC; ShopperTrak International Investment LLC; ShopperTrak RCT LLC; Silent-Aire USA Inc.; Silent-Aire Mission Critical Services LLC; Tyco Fire & Security LLC; Tyco Fire Products LP; Visonic Inc.; WillFire HC, LLC; York International (SA), Inc.; York International Corporation

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Liberty Mutual SURETY

2815 Forbs Avenue, Suite 102
Hoffman Estates, IL 60192
Phone: 847-396-7131
Fax: 866-548-6573

February 24, 2026

City of Carson
701 E Carson Street
Carson, CA 90745

RE: Johnson Controls Building Solutions LLC – Letter of Bonding Ability
Project: CITYWIDE INTRUSION DETECTION AND ALARM MONITORING SERVICES – RFP #26-013

To Whom It May Concern:

As surety, LIBERTY MUTUAL INSURANCE COMPANY has been the surety company for Johnson Controls Building Solutions LLC, 5757 North Green Bay Avenue, Milwaukee, WI 53209 for over 25 years and as such has provided a single bond limit in excess of $200,000,000 and in the aggregate has a program over $600,000,000. Current available capacity is approximately $350,000,000.

We would favorably consider requests from Johnson Controls Building Solutions LLC, to provide bid, performance and payment bonds on projects they are currently contemplating. Such prequalification and approval would be conditioned upon applicable underwriting considerations such as acceptable contract terms & conditions, bonds forms and confirmation of satisfactory financing as well as a favorable review of current underwriting information at the time bonds are requested.

Johnson Controls Building Solutions LLC is a valued customer of LIBERTY MUTUAL INSURANCE COMPANY and we recommend them highly. You understand, of course, that any arrangement to provide bid bonds and/or final bonds on a project is a matter between Johnson Controls Building Solutions LLC and LIBERTY MUTUAL INSURANCE COMPANY and we assume no liability to third parties if we do not execute said bond(s).

Sincerely,

LIBERTY MUTUAL INSURANCE COMPANY

Ashley Alexis, Attorney-in-Fact

Liberty Mutual Insurance Company - Class XV - A

Member of Liberty Mutual Group

NOTARY ACKNOWLEDGMENT OF SURETY:

State of Connecticut

County of Hartford ss.

On this the 24th day of February 20 26 before me, Glenn Ryan Custodio Tapawan, the undersigned officer, personally appeared Ashley Alexis known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-In-Fact for Liberty Mutual Insurance Company, and acknowledged that s/he executed the same as the act of his/her principal for the purposes therein contained.

In witness whereof I hereunto set my hand.

Signature of Notary Public
Date Commission Expires: September 30, 2029
Glenn Ryan Custodio Tapawan
Printed Name of Notary

GLENN RYAN CUSTODIO TAPAWAN
NOTARY PUBLIC- #192680
STATE OF CONNECTICUT
MY COMMISSION EXPIRES SEPT. 30, 2029

POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8214943 – 985949**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Ashley Alexis; Danielle M. Bechard; Jonathan Gleason; Chad Warren Johnson; Michelle Anne McMahon; Doritza Mojica; Kyle Williams; Malerie Janet Williams; Connor Wolpert

all of the city of Hartford state of CT each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of October, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 22nd day of October, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 24th day of February, 2026.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Docusign Envelope ID: CF43DA98-82F8-41CE-A844-BF3CF70D030D

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: Johnson Controls Building Solutions, LLC.

1. Client Name: Long Beach Public Works

Address: 411 Ocean Blvd, Long Beach, CA 90502

Contact: April Walker, Project Manager, Public Works Email: Phone: 562-570-6561

Project Description: Johnson Controls provides preventative maintenance, technical support and upgrades

Project Start: 6/2014 Project End: 6/2025

Project Budget: $517,000 ($47,000 annually for 11 years)

2. Client Name: Gov. George Deukmejian Courthouse

Address: 275 Magnolia Ave. Long Beach, CA

Contact: Kevin Conklin / Brian Burd Email: Phone: 562-256-2310

Project Description: Johnson Controls provides preventative maintenance, technical support and upgrades

Project Start: 9/2013 Project End: 9/2025

Project Budget: $1.89M ($158,000 annually for 12 years)

3. Client Name: Hyundai ENG, America Inc

Address: 2221 Park Place, El Segundo 90245

Contact: Jay Kim (Seungjun) Email: seungjunkim@hatci.com

Project Description: Access Control Systems, CCTV systems, Software, Hardware, and Maintenance

Project Start: 3/2023 Project End: 3/2026

Project Budget: $8.1M ($2.7M annually)

Authorized Official:

Signature:

Date: 2/25/2026

Name: James Parker

Title: HVAC Installation Manager

Docusign Envelope ID: CF43DA98-82F8-41CE-A844-BF3CF70D030D

City of Carson
Purchasing Division
701 E. Carson Street
Carson, CA 90745

Certification of Compliance with Labor Code Section 3700

Name of Firm: Johnson Controls Building Solutions, LLC.

Acting on behalf of the above-named firm ("Consultant") as its Authorized Official, I, the undersigned, certify as follows:

Consultant is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the work under any contract awarded in response to Consultant's proposal.

CONSULTANT

By: _____

Title: James Parker, HVAC Installation Manager

Date: 2/25/2026

Form **W-8ECI**

(Rev. October 2021)

Department of the Treasury
Internal Revenue Service

Certificate of Foreign Person's Claim That Income Is Effectively Connected With the Conduct of a Trade or Business in the United States

▶ Section references are to the Internal Revenue Code.
▶ Go to *www.irs.gov/FormW8ECI* for instructions and the latest information.
▶ Give this form to the withholding agent or payer. Do not send to the IRS.

OMB No. 1545-1621

Note: Persons submitting this form must file an annual U.S. income tax return to report income claimed to be effectively connected with a U.S. trade or business. See instructions.

Do not use this form for:	**Instead, use Form:**
• A beneficial owner solely claiming foreign status or treaty benefits	W-8BEN or W-8BEN-E
• A foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession claiming the applicability of section(s) 115(2), 501(c), 892, 895, or 1443(b)	W-8EXP
Note: These entities should use Form W-8ECI if they received effectively connected income and are not eligible to claim an exemption for chapter 3 or 4 purposes on Form W-8EXP.	
• A foreign partnership or a foreign trust (unless claiming an exemption from U.S. withholding on income effectively connected with the conduct of a trade or business in the United States)	W-8BEN-E or W-8IMY
• A person acting as an intermediary **Note:** See instructions for additional exceptions.	W-8IMY

Part I Identification of Beneficial Owner (see instructions)

1 Name of individual or organization that is the beneficial owner
Tyco Technology GmbH

2 Country of incorporation or organization
Switzerland

3 Name of disregarded entity receiving the payments (if applicable)
Johnson Controls Building Solutions LLC (disregarded entity with EIN 83-2862704)

4 Type of entity (check the appropriate box):

☐ Partnership	☐ Simple trust	☐ Complex trust	☐ Tax-exempt organization
☐ Foreign Government - Controlled Entity	☐ Grantor trust	☐ Central bank of issue	
☐ Foreign Government - Integral Part	☐ International organization	☑ Corporation	
☐ Private foundation	☐ Individual	☐ Estate	

5 Permanent residence address (street, apt. or suite no., or rural route). **Do not use a P.O. box or in-care-of address.**
Victor-von-Bruns Strasse 21

City or town, state or province. Include postal code where appropriate.
Neuhausen am Rheinfall, Schaffhausen (de) 8120

Country
Switzerland

6 Business address in the United States (street, apt. or suite no., or rural route). **Do not use a P.O. box or in-care-of address.**
5757 N Green Bay Ave Attn: Tax Dept X-81

City or town, state, and ZIP code
Milwaukee WI 53209

7 U.S. taxpayer identification number (required—see instructions) ☐ SSN or ITIN ☑ EIN 98-1647226

8a Foreign tax identifying number (FTIN)

8b Check if FTIN not legally required ☐

9 Reference number(s) (see instructions)

10 Date of birth (MM-DD-YYYY)

11 Specify each item of income that is, or is expected to be, received from the payer that is effectively connected with the conduct of a trade or business in the United States (attach statement if necessary). Income from sources within the United States that is attributable to a US permanent establishment under Article 7 of the United States - Switzerland Tax Treaty, including income from goods and services.

12 Check here to certify that: you are a dealer in securities (as defined in section 475(c)(1)); you are a transferor of an interest in a publicly traded partnership (PTP) claiming an exception from withholding under Regulations section 1.1446(f)-4(b)(6); and any gain from the transfer of the PTP interest associated with this form is effectively connected with the conduct of a trade or business within the United States without regard to section 864(c)(8). ☐

Part II Certification

Sign Here

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

- I am the beneficial owner (or I am authorized to sign for the beneficial owner) of all the payments to which this form relates,
- The amounts for which this certification is provided are effectively connected with the conduct of a trade or business in the United States,
- The income for which this form was provided is includible in my gross income (or the beneficial owner's gross income) for the taxable year, **and**
- The beneficial owner is not a U.S. person.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the payments of which I am the beneficial owner or any withholding agent that can disburse or make payments of the amounts of which I am the beneficial owner.

I agree that I will submit a new form within 30 days if any certification made on this form becomes incorrect.

☑ **I certify that I have the capacity to sign for the person identified on line 1 of this form.**

Connie A. Leis — Signature of beneficial owner (or individual authorized to sign for the beneficial owner)

Connie A. Leis — Print name

1/7/2026 — Date (MM-DD-YYYY)

Johnson Controls
5757 N. Green Bay Ave.
Milwaukee, WI 53209
www.johnsoncontrols.com

January 2026

Clarification of Johnson Controls Building Solutions, LLC's Form W-8ECI

Dear Customer:

We provide this letter to inform you about an important change regarding the tax forms to be provided in connection with the payments you make for goods and services. You previously received a Form W-9 by Johnson Controls, Inc.. However, pursuant to a broader business initiative, we are centralizing contracts and accounts to a new business entity called Johnson Controls Building Solutions, LLC (the Company).

The Company is a Delaware limited liability company that earns income subject to U.S. tax. Like the current Johnson Controls, Inc. structure, you can make payments to Johnson Controls Building Solutions, LLC for products and services. You do not have to withhold tax.

For U.S. tax purposes, the Company is a single member LLC owned by a Swiss company in the Johnson Controls family (Tyco Technology GmbH). Therefore, the Company must now provide to you a Form W-8ECI instead of a Form W-9 to support the above noted withholding tax result.

Understanding Form W-8ECI:
The Form W-8ECI certifies that the income earned by the Company is taxed in the United States. This form ensures that you are not required to withhold tax on payments made to us, like the previous arrangement under Form W-9. The language below is taken directly from the Form W-8ECI instructions.

Who Must Provide Form W-8ECI

You must give Form W-8ECI to the withholding agent or payer if you are a foreign person and you are the beneficial owner of U.S. source income that is (or is deemed to be) effectively connected with the conduct of a trade or business within the United States or are an entity (including a foreign partnership or foreign trust) engaged in a U.S. trade or business submitting this form on behalf of your owners, partners, or beneficiaries.

Provide Form W-8ECI to the withholding agent or payer before income is paid, credited, or allocated to you.

Source: https://www.irs.gov/pub/irs-pdf/iw8eci.pdf

Implications for your reporting:

1. As you make payments to Johnson Controls Building Solutions, LLC, and if a 1042-S is required, then please ensure the 1042-S is issued to Tyco Technology GmbH.
2. Payments made to the Company are not subject to either IRS backup withholding or non-resident alien (NRA) withholding. This means you are not required to withhold any portion of the payment for tax purposes.

Additional Guidance:
You may have noticed that the Form W-8ECI lists the name of Tyco Technology GmbH on line 1 and its corresponding EIN (98-1647226). Johnson Controls Building Solutions, LLC is listed on line 2 of the Form (as directed by the IRS). For cross-reference purposes within your AP systems, we have also listed the Company's EIN (83-2862704) on line 2 of the Form W-8ECI.

Please note that the address listed on the Form W-8ECI line 6 represents the formal location of the Company's operational address and office.

If you have further questions, please consult your corporate tax team to ensure compliance with these requirements.

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "JOHNSON CONTROLS DIGITAL SOLUTIONS, LLC", CHANGING ITS NAME FROM "JOHNSON CONTROLS DIGITAL SOLUTIONS, LLC" TO "JOHNSON CONTROLS BUILDING SOLUTIONS, LLC", FILED IN THIS OFFICE ON THE EIGHTEENTH DAY OF DECEMBER, A.D. 2024, AT 10:33 O`CLOCK A.M.

7181584 8100
SR# 20244531424

Authentication: 205171814
Date: 12-18-24

You may verify this certificate online at corp.delaware.gov/authver.shtml

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT
OF CERTIFICATE OF FORMATION

The undersigned authorized person, desiring to amend the limited liability company formation pursuant to Section 18-202 of the Limited Liability Company Act of the State of Delaware, hereby certifies as follows:

1. The name of the limited liability company is Johnson Controls Digital Solutions, LLC.

2. The Certificate of Formation of the limited liability company is hereby amended as follows:

The name of the limited liability company is: Johnson Controls Building Solutions, LLC

By: _____
Authorized Person

Name: Richard J. Dancy, Vice President
Print or Type

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:33 AM 12/18/2024
FILED 10:33 AM 12/18/2024
SR 20244531424 - File Number 7181584

Department of the Treasury
Internal Revenue Service
7940 Kentucky dr
Florence, KY, 41042

In reply refer to: 0236294038
2/11/2025 LTR 147C

JOHNSON CONTROLS BUILDING SOLUTIONS LLC
% JOHNSON CONTROLS INC SOLE MBR
5757 N GREEN BAY AVE NUM X81
MILWAUKEE, WI 53209-4408-573

Employer Identification Number: 83-2862704

Dear Taxpayer:

Thank you for your inquiry of 2/11/2025.

Your Employer Identification Number (EIN) is 83-2862704.
Please keep this letter in your permanent records. Enter your name and your EIN on all business federal tax forms and on related correspondence.

If you have any questions regarding this letter, you can call 800-829-0115. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,

Ms.Leonard
1003275692
Large Corp Tax Examiner

Modifications to the City's Form Contract

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Purchasing Division
701 E. Carson Street
Carson, CA 90745

EXHIBIT B

CITY FORM CONTRACT

Exhibit B contains the City's standard contract template, provided for reference. Proposers seeking modifications must submit a redlined version with their proposal for the City's consideration. Award is contingent upon successful negotiations; if agreement cannot be reached, the City may proceed with another proposer.

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 _____, 2024 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.

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. All applicable specifications, requirements, regulations, and standards relating to the Scope of Services are identified and incorporated by reference in Exhibit "A." Any conditions upon which Consultant's successful performance depends are specified in the Scope of Services and this Agreement. 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 warrants that all materials will be both of good quality, such warranty limited to a period of one (1) year from completion of the services and not extending to any use, reuse, or assignment of completed or uncompleted documents by City. Warranty periods shall not restart upon any repair or replacement. City shall provide Consultant reasonable opportunity to cure any alleged defects before engaging third parties for correction. Any third-party costs for defect correction shall not include excessive markup. This warranty does not constitute a waiver of City's rights under

applicable statutes of repose. Consultant disclaims any warranty of non-infringement of intellectual property and any warranty that equipment will be free from cyber threats, hacking, malicious activity, or will detect, eliminate, treat, or mitigate any pathogen, disease, virus, or contagion. Notwithstanding the foregoing, Consultant makes no representations or warranties that its services, products, software, or third-party products or software will be secure from cyber threats, hacking, or other malicious activity, and all such warranties are disclaimed. Consultant warrants that the work shall be free from defects in material and workmanship arising from normal wear and tear for a period of one year from the date of substantial completion of Consultant. Upon written notice from City Consultant shall, at its option, repair or replace the defective work, provided, however, for equipment or materials furnished and/or installed but not manufactured by Consultant, the warranty of Consultant will be limited to extending the warranty terms and conditions which Consultant receives from the manufacturer of said equipment or materials. These warranties do not extend to any work or services that have been abused, altered, misused or repaired by City, or third parties without written approval of Consultant; or if serial numbers or warranty date decals have been removed or altered. City must promptly report any failure of equipment to Consultant in writing. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. All other warranties are expressly waived.

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 by third Parties hereunder, but only to the extent such fees, assessments, taxes, penalties or interest arise from Consultant's negligent acts or willful misconduct and Consultant has not followed applicable procedures required by this Agreement. Consultant shall comply with all applicable laws regarding such fees, assessments, taxes, penalties and interest.

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. Consultant is entitled to reasonably rely on the accuracy of all plans, specifications, reports, and other scope-related documents provided by City. City shall provide Consultant with all information in City's possession regarding asbestos-containing materials or hazardous materials at any facility where Consultant may perform work that could disturb such materials. 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. Consultant has no responsibility for abatement, removal, or disposal of asbestos-containing materials or hazardous materials. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, or suspect asbestos-containing materials or hazardous materials that may be disturbed by Consultant's work, Consultant shall immediately inform the City of such fact and shall stop work until City corrects the condition and provides written confirmation, supported by testing from a licensed testing organization, that

work may safely resume. Consultant shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer providing for an equitable adjustment to the Contract Sum, Schedule of Performance, or both to account for the increased or decreased cost or time resulting from such conditions.

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.

City shall be solely responsible for the security and integrity of its plants, systems, machines, and networks, and shall connect such systems to an enterprise network or the Internet only when necessary and with appropriate security measures, including firewalls, access controls, and network segmentation. City shall establish, operate, maintain, secure, and control all access to its networks and shall provide Consultant with such secure network access as Consultant may reasonably require to perform the services. City shall ensure that any products, software, or systems connected to its networks or to the Internet are protected against unauthorized access and shall implement and maintain data protection measures, including performing regular backups of all City data, software, and files prior to and during Consultant's performance of the services.

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 equitable 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 before work begins. 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, except when delays, obstructions, accelerations, or hindrances are caused by Parties not under the control of Consultant. 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 conflicts among contract documents, the order of precedence shall be: (1) any amendment or rider to this Agreement; (2) this Agreement; (3) Exhibit "B" (Special Requirements); (4) Exhibit "A" (Scope of Services); (5) Consultant's proposal or bid; and (6) other referenced documents, with higher-numbered documents taking precedence over lower-numbered documents. In the event of a conflict between the provisions of any amendment or rider and this Agreement, the provisions of such amendment or rider shall prevail.

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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 for the Scope of Services based on known site conditions as of the Agreement date. 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; (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, provided that failure to pay undisputed amounts within ninety (90) days of receipt of Consultant's correct and undisputed invoice shall constitute default under this Agreement. 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.

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Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant. Consultant will provide partial lien waivers for payments received on a mutually agreeable form upon written request by City. Consultant will provide a full lien waiver on a mutually agreeable form only after receipt of all monies due under this Agreement, upon written request by City.

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 plus additional time reasonably needed to overcome the delay's effects 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. Consultant shall not be liable for any delay, interruption, failure to render services, or other non-performance caused in whole or in part by such unforeseeable causes. City shall reimburse Consultant for any increase in Reimbursable Expenses directly or indirectly caused by such unforeseeable causes; provided, however, that delays caused by hazardous conditions requiring correction under Section 1.5 shall entitle Consultant to appropriate adjustments to both the Schedule of Performance and Contract Sum, except that when delays, obstructions, accelerations, or hindrances are caused by Parties not under the control of Consultant, Consultant shall be entitled to an equitable adjustment in Contract Sum and Schedule of Performance.

Deleted: 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:

_____

(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 _____, 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. 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 of $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 and $2,000,000.00 in the aggregate.

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(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 of $1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d)

(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)

(g)

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 , but only with respect to liability arising from Consultant's negligent acts, errors, or omissions, 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, but only to the extent of Consultant's negligent acts, errors, or omissions. 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. Any failure to comply

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Deleted: 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.…

Deleted: Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".…
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.…

Deleted: Broader Coverages and Higher Limits. 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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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.

Liability Cap. Except for indemnification obligations under Section 5.3, each party's total liability under this Agreement shall not exceed the total amount paid or payable to Consultant under this Agreement.

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5.3 Indemnification.

To the full extent permitted by law, each party agrees to indemnify, defend and hold harmless the other party, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all tangible property damage, personal injury or death, limited to third party claims and to the extent of damages, losses and expenses caused by the negligent acts or willful misconduct of the indemnifying party.

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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 third party 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, provided that the indemnifying party has not followed applicable procedures required by this Agreement; provided, however, that Consultant's indemnification obligations hereunder shall not extend to any special, incidental, consequential, punitive, or indirect damages, lost profits, lost revenues, business interruption, or data loss or other losses arising from viruses, ransomware, cyberattacks, or failures or interruptions to network systems, even if Consultant has been advised of the possibility of such damages, and in connection therewith:

(a) Consultant 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 arising out of the negligent performance of such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom; and

(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 arising out of the negligent performance of 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 third Party claims for personal injury, death, or property damage arising from any negligent act of Consultant in the performance of professional services hereunder. City agrees to indemnify Consultant against third Party claims for personal injury, death, or property damage arising out of City's negligent performance under this Agreement. The provisions of this Section do not apply to claims or liabilities occurring as a result of a Party's sole negligence or willful acts or omissions, but shall apply to the extent of each Party's proportional negligence. The indemnity obligation shall be binding on successors and assigns of the Parties and shall survive termination of this Agreement.

5.4 City Indemnification for Hazardous Materials. To the fullest extent permitted by law, City shall indemnify, defend and hold harmless Consultant, its officers, employees, agents and subcontractors (collectively, "Consultant Indemnified Parties") from and against any and all claims, demands, damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees and costs of investigation) arising out of or relating to exposure of any Consultant Indemnified Party to asbestos-containing materials or hazardous materials at or in connection with the site, except to the extent

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Deleted: 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…

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such claims result from the negligence or willful misconduct of the Consultant Indemnified Parties.

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5.5 Liability Limitations.

Notwithstanding anything to the contrary in this Agreement, Consultant's aggregate liability to City and the Indemnified Parties for all claims, damages, losses, costs and causes of action, whether in contract, tort (including negligence), strict liability or otherwise, arising out of or relating to this Agreement, including Consultant's indemnification obligations for intellectual property infringement, shall not exceed the total fees actually paid by City to Consultant under this Agreement. In no event shall either Party or the Indemnified Parties be liable to the other for any indirect, incidental, special, exemplary, punitive or consequential damages, including without limitation loss of profits, loss of business, loss of use or loss of data, even if advised of the possibility of such damages. The parties acknowledge that this Section constitutes a material allocation of risk and that the fees under this Agreement reflect this allocation.

5.6 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.

5.7 Limitation of Liability.

Notwithstanding any other provision of this Agreement, in no event shall the aggregate liability of Consultant for all damages, claims, demands, suits, costs, or losses arising out of or relating to this Agreement or the Scope of Services exceed the total amount of fees and expenses actually paid to Consultant under this Agreement for the specific product(s) or service(s) giving rise to the claim. This limitation applies regardless of the form of action or theory of liability, whether in contract, tort (including negligence), strict liability or otherwise.

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. Notwithstanding the foregoing, any products, software, or related deliverables provided hereunder shall be treated as commercial, off-the-shelf items. City's use of any intellectual property embedded or embodied in such products is limited to activities necessary to install, commission, operate, repair, or service the specific product instances received from Consultant.

Deleted: 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; provided, however, that no retention may be withheld from amounts payable under written orders issued pursuant to Section 1. 8 or Section 1.5. 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 , reasonable cancellation and demobilization costs, costs for work started but not completed, 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.

Deleted: and for

7.8 Suspension and Termination for Non-Payment. Consultant may suspend performance of services by written notice to City if City fails to pay any undisputed amounts when due. If such failure continues for thirty (30) days after Consultant's written notice of non-payment, Consultant may terminate this Agreement by written notice to City.

7.9 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.

7.10 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, except that this Agreement shall not alter or replace any applicable terms of service or end-user license agreements accompanying software provided hereunder. 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:

_____
Dr. Khaleah K. Bradshaw, 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 _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services:

A.

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:

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 it complies with the requirements set forth in this Agreement and is accepted by City.

Deleted: found satisfactory and

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

A.

B.

C.

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

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.

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.

CITY OF CARSON
BID REGISTER

NAME OF PROJECT: *RFP #26-013 – CITYWIDE INTRUSION DETECTION AND ALARM MONITORING SERVICES*

BID OPENING DATE: *2-26-26* **TIME:** *11:00 A.M.*

#	COMPANY	COMPANY CONTACT (If Applicable)	PLANET BID DATE/TIME RECEIVED	HARD COPY DATE/TIME RECEIVED		
1.	AM-TEC TOTAL SECURITY, INC.	Ruth Torok	2/26/26 9:23 a.m.			
2.	ICS	Laurence Abasi	2/26/26 7:57 a.m.			
3.	Johnson Controls	Mark Thummel	2/26/26 8:01 a.m.			
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						

Opened By: Melissa Figueroa (Print Legibly) M.F. (Initials)

Staff Present: Rafael Rico (Print Legibly) RR (Initials)

City Clerk: (Signature)

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

PUBLIC WORKS CONSTRUCTION, MAINTENANCE AND SERVICES AGREEMENT BETWEEN THE CITY OF CARSON AND JOHNSON CONTROLS BUILDING SOLUTIONS, LLC

THIS PUBLIC WORKS CONSTRUCTION, MAINTENANCE AND SERVICES AGREEMENT ("**Agreement**") is made and entered into this ____ day of _____, 2026, by and between the City of Carson, a California charter city ("**City**") and JOHNSON CONTROLS BUILDING SOLUTIONS, LLC, a Delaware limited liability company ("**Contractor**"). City and Contractor may be referred to, sometimes individually or collectively, as "Party" or "Parties."

RECITALS

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

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

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

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

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

AGREEMENT

ARTICLE 1. CONTRACTOR SERVICES

1.1 Scope of Work.

The Contractor shall perform all of the work, furnish all labor, materials, equipment, tools, utility services, and transportation, and comply with all of the specifications and requirements in the Bid Documents for the project entitled **"RFP #26-013 Citywide Intrusion Detection and Alarm Monitoring Services"** ("**Global Project**"). The Global Project requires Contractor to provide comprehensive professional services for intrusion detection systems and alarm monitoring services for City owned facilities and park locations including assessment, system design and engineering, system integration, furnishing of equipment, installation and implementation as required, testing and commissioning, alarm monitoring, training, documentation, and ongoing maintenance and support. Contractor will support the following City facilities, including but not limited to sub-buildings such as snack bars and storage sheds:

Anderson Park	19101 S. Wilmington Ave.
Calas Park	1000 E. 220th St.
Carriage Crest Park	23800 S. Figueroa St.
Carson Park	21411 S. Orrick Ave.
Carson City Hall	701 E. Carson St.
Carson Community Center	801 E. Carson St.
Corporate Yard	18620 S. Broadway
Del Amo Park	703 E. Del Amo Blvd.
Dolphin Park	21205 S. Water St.
Dominguez Park	21330 Santa Fe Ave.
Foisia Park	23410 Catskill
Hemingway Park	700 E. Gardena Blvd.
Mills Park	1340 E. Dimondale Dr.
Stevenson Park	17400 Lysander Dr.
Veterans Park	22400 Moneta Ave.

All such work shall be performed in a good and workmanlike manner, as reasonably determined by the City, and shall be performed in compliance with all local, state, and federal laws and regulations. Contractor's Bid items for de-installation of existing equipment and installation of new equipment will comprise the public works component of the Global Project ("**Project**"). As used herein, "**Bid Documents**" refers to all of the documents included in the solicitation of bids for the Global Project, including but not limited to, the Invitation for Bids, Instructions to Bidders, Bid or Bid Proposal, Contract Documents, Special Provisions, Technical Provisions, Construction Plans, Standard Plans, Drawings, Reference Specifications, all applicable permit requirements, any addenda, any applicable Project Labor Agreement, and any other documents included, referenced, or incorporated therein. The Bid Documents are incorporated into this Agreement and made part hereof. In the event of any conflict between the terms of the Bid Documents and this Agreement, the terms of this Agreement shall govern.

1.2 Incorporation of Greenbook.

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

1.3 Compliance with Labor and Wage Laws.

(a) Public Work. The Parties acknowledge that the work to be performed under this Agreement is a "public work" as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations ("**DIR**") implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

(b) Registration with DIR. Pursuant to Labor Code section 1771.1, Contractor and all subcontractors must be registered with, and pay an annual fee to, the DIR prior to and during the performance of any work under this Agreement.

(c) Prevailing Wages. Contractor shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Contractor acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Contractor shall post a copy of the same at each job site where work is performed under this Agreement. If this Agreement is subject to the payment of federal prevailing wages under the Davis-Bacon Act (40 U.S.C. § 3141 *et seq.*), then Contractor shall pay the higher of either the state for federal prevailing wage applicable to each laborer.

(d) Penalty for Failure to Pay Prevailing Wages. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

(e) Payroll Records. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(f) Apprentices. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

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

(h) Penalties for Excess Hours. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight

(8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(i) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Contractor certifies as follows:

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

(j) Contractor's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Contractor shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.4 Compliance with Project Labor Agreement

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

1.5 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits, registrations, and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall

indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.6 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of work to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. Contractor is entitled to reasonably rely on the accuracy of all plans, specifications, reports, and other scope-related documents provided by City. City shall provide Contractor with all information in City's possession regarding asbestos-containing materials or hazardous materials at any facility where Contractor may perform work that could disturb such materials. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Contractor has no responsibility for abatement, removal, or disposal of asbestos-containing materials or hazardous materials.

1.7 Discovery of Unknown Conditions.

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

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

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

1.8 Unidentified Utilities.

To the extent required by Government Code section 4215, City will compensate Contractor for the cost of locating, repairing damage not due to the failure of Contractor to exercise reasonable

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

1.9 Trench Excavation.

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

1.10 Protection and Care of Work and Materials.

The Contractor shall adopt reasonable methods, including providing and maintaining storage facilities, during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as caused by City's own negligence. Stored materials shall be reasonably accessible for inspection. Contractor shall not, without City's consent, assign, sell, mortgage, hypothecate, or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the work.

1.11 Warranty.

Contractor warrants all work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later)

after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the work or non-conformance of the work to the Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act as soon as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair, remove and replace any portions of the work (or work of other contractors) damaged by its defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand. Contractor warranties do not extend to any work or services that have been abused, altered, misused or repaired by the City, or third parties without written approval of Contractor; or if serial numbers or warranty date decals have been removed or altered. The City must promptly report any failure of equipment to Contractor in writing. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. All other warranties are expressly waived.

1.12 Additional Work and Change Orders.

(a) City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Work or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the City's Director of Public Works, City Engineer, or Project Manager, or any of their designees, to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor ("**Change Order**"). All Change Orders must be signed by the Contractor and City's Director of Public Works or City Engineer, or either of their designees, prior to commencing the extra work thereunder.

(b) Any increase in compensation of up to the amount of contingency approved by the City Council at the time the Global Project was awarded to Contractor plus any additional subsequent contingency approved by the City Council, if any, taken either separately or cumulatively, or any increase in the time to perform of up to one hundred eighty (180) days and

which are not detrimental to the Work or to the interest of the City, may be approved by the City's Director of Public Works, City Engineer, Project Manager or any of their designees. Any greater increases, taken either separately or cumulatively, must be approved by the City Council.

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

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

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

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

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

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

1.13 CARB Compliance.

For a project involving the use of in-use off-road diesel-fueled vehicles, as defined by 13 CCR 2449, Contractor shall obtain copies of the valid Certificates of Reported Compliance, as described in 13 CCR 2449(n), for the fleet performing services pursuant to this contract and all listed subcontractors, if applicable, prior to commencing any work pursuant to this Contract or any renewed contract with that fleet. Contractor shall indemnify, defend and hold harmless the District,

its officers, agents, employees and directors from any liability imposed arising from Contractor's violation of any regulation set forth in 13 CCR 2449.

1.14 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts set forth in Contractor's Bid, as reduced and represented in Exhibit A, attached hereto and incorporated herein by this reference. Subject to any additions or deductions that may be made by change order or amendment, and any penalties or damages that may be assessed against Contractor, Contractor shall receive total compensation, including reimbursement of Contractor's expenses, of an amount not to exceed **Four Hundred Four Thousand Four Hundred Forty Nine Dollars and Ten Cents ($404,449.10)** ("**Contract Sum**") for completion of the Global Project. Of this amount, the amount attributable to the Project is **Seventy Three Thousand Two Hundred Ninety Five Dollars and Ninety Two Cents ($73,295.92).**

2.2 Invoices.

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

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

2.3 Payment.

(a) Payments Made by City. City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, City will cause Contractor to be paid any progress payment within thirty (30) days of receipt of Contractor's correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event that City does not cause Contractor to be paid any progress payment within thirty (30) days of receipt of an

undisputed and properly submitted invoice and provided the Project is for construction, Contractor shall be entitled to the payment of interest to the extent allowed under Public Contract Code Section 20104.50. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor, not later than seven (7) days after receipt by the City, for correction and resubmission. Returned invoices shall be accompanied by a document setting forth in writing the reasons why the payment request was rejected. Review and payment by the City of any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law. Invoicing disputes must be identified in writing within twenty-one (21) days of the date City receives the invoice. Payments of any disputed amounts are due and payable upon resolution. In the event City fails to comply with payment terms herein, Contractor may, upon giving thirty (30) days written notice to City and without prejudice to and in addition to any other legal remedies, suspend its performance of services under this Agreement.

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

2.4 Retention.

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

2.5 Waiver.

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

2.6 Substitution of Securities.

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

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Schedule of Performance.

Contractor shall complete the Project within 180 business days after receiving a "Notice to Proceed" from the City in accordance with any schedule contained in or required to be provided by the Proposal or Bid Documents, and any revisions thereof approved by the City in writing. Time is of the essence. If the work is not completed within said time period, liquidated damages shall apply. The term of this Agreement with respect to the Project including all warranty obligations of Contractor shall expire one (1) year following City acceptance of the Project. Upon the City's acceptance of the Project, the period requiring Contractor to provide software subscription services, and services for monitoring, inspection, and maintenance of the system, and otherwise provide all remaining services comprised of the Global Project minus the Project, shall commence and continue for a term of five (5) years.

3.2 Liquidated Damages.

Since the determination of actual damages for any delay in completion of the Project would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of One Thousand Dollars ($1,000.00) as liquidated damages for each working day of delay in the completion of the Project required hereunder. The City may withhold any accrued liquidated damages from any monies payable on account of services performed by the Contractor. To the extent required by Government Code section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the work when such delay was caused by the failure of the City or owner of the utility to provide for removal or relocation of utility facilities. Liquidated Damages taken in the aggregate shall not exceed 10% of the Contract Sum attributable to the Project (i.e., $73,295.92) and may only be allocated to Contractor in the event of Contractor's breach. Liquidated damages are the sole remedy against Contractor for any failure to timely complete the Project.

3.3 Force Majeure.

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

3.4 Final Acceptance.

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

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

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

Mark Thummel	Account Executive
(Name)	(Title)
_____	_____
(Name)	(Title)
_____	_____
(Name)	(Title)

The Principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be

replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Contractor.

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

4.3 Project Manager.

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

4.4 Independent Contractor.

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

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. All subcontractors shall

obtain, at its or Contractor's expense, such licenses, permits, registrations and approvals (including from the City) as may be required by law for the performance of any services or work under this Agreement. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

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

(a) General Liability Insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form ISO CGL CG 00 01 or equivalent, in an amount of $2,000,000 per occurrence, $4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form ISO CA 00 01, including "any auto" and endorsement CA 0025 or equivalent, covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount of $1,000,000 combined single limit for each accident.

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

(d) Builder's Risk Insurance. Contractor shall maintain Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions or provisional limit provisions. The policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the project; (4) ordinance or law coverage for contingent rebuilding,

demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) ocean marine cargo coverage insuring any project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the project site or any staging area.

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

(e) Cyber Liability. Technology professional liability errors & omissions insurance appropriate to Contractor's profession and the Services hereunder with limits of $1,000,000 per claim/loss, and $1,000,000 in the aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Contractor pursuant to this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information or data breach, theft, loss, damage or misuse, release of private information, extortion and network security. If coverage is maintained on a claims-made basis, Contractor shall maintain such coverage for an additional period of three (3) years following termination of the contract. The insurance shall include the following coverage:

(i) Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including credit monitoring and regulatory fines arising from such theft, dissemination or use of the confidential information.

(ii) Network security liability arising from the unauthorized use of, access to, or tampering with computer systems.

(iii) Liability arising from the failure of Contractor's proprietary technology products (software) required under the contract for Contractor to properly perform the services intended.

(iv) Electronic Media Liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.

(v) Liability arising from the failure to render professional services as defined by industry standards appropriate to the technology being used.

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

excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer.

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

5.2 General Insurance Requirements.

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

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

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

(d) Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

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

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

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

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

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

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

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

(l) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

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

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

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

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

5.3 General and Intellectual Property Indemnification.

Contractor shall indemnify, defend, and hold harmless City, its officers, officials, employees and volunteers (each, an "Indemnitee") from and against all third party claims arising from Contractor's breach of any representations or warranties, or for personal injury, including death, or tangible property damages but only to the extent such damages or losses are caused by the negligent acts or willful misconduct of Contractor or its agents, officers or employees in fulfilling its obligations under this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. If Contractor is not the prevailing party, then Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor represents and warrants that it owns or is otherwise authorized to grant City the right to use, all intellectual property rights associated with Contractor's provision and City's use of, the services, and agrees to defend, indemnify, and hold harmless the City and pay all damages (including reasonable attorneys' fees) relating to any third party claim, demand, cause of action, or proceedings (whether threatened, asserted, or filed) ("IP Claims") against City to the extent that such IP Claims are based upon the City's use of the services (excluding third party products) directly infringing a United States patent, registered United States copyright, or registered United States trademark, provided that such use is in compliance with this Agreement. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

Products and equipment (collectively, "Products") provided under this Agreement are commercial, off-the-shelf Products, or software, and no aspect of the Products, software, or intellectual property ("IP") shall be considered a "work made for hire" or otherwise affect Contractors ownership of IP in the Contractor provided products or Contractor provided software. Nothing in the Agreement permits City or beneficiary's (e.g., building owner) use of IP in the Products for any purpose other than operating, repairing, servicing the Products. Any software provided by Contractor remains subject to any exisrting associated terms, EULA, or recurring SaaS subscriber Agreement.

In the event of any IP Claims, or in Contractor's opinion is likely to occur, Contractor shall at its option and expense and with prior notice to City: (a) modify the services to be non-infringing; or (b) obtain for City the right to use the services as set out in this Agreement at no cost to City.

Contractor's options set forth in this paragraph, whether or not exercised, shall in no way eliminate, reduce, curtail or abridge Contractor's obligations to indemnify and defend City in the event of any IP Claims.

Contractor shall have no liability hereunder for any claim of intellectual property infringement based on the combination, operation or use of the services with software, hardware or other materials not furnished or approved in writing by Contractor if such infringement would have been avoided without such software, hardware or other materials. In the event of an alleged patent or copyright infringement, Contractor will indemnify City, however Contractor retains the right, at its option, to: i) make the product non-infringing, ii) replace the infringing product, or iii) on return of the equipment, Contractor will refund amounts paid by the City to Contractor for the infringing product, less depreciation over a three (3) year period. The foregoing will not apply to patent or copyright infringements caused by: (i) misuse or modification of the product by City or its employees, agents, or downstream customers, (ii) use of the product in combination with other materials, goods, products or services for which the product was not intended to be used (as demonstrated by applicable product literature), (iii) failure of City to implement any update provided by Contractor that would have prevented the claim, or (iv) product that Contractor made to City's specifications or designs.

The City may not directly or indirectly through any third parties attempt to reverse-engineer or de-compile the operation of the services in any manner through current or future available technologies.

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

5.4 Notification of Third-Party Claims.

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

5.5 Performance and Payment Bonds.

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

(a) A performance bond securing the faithful performance of this Agreement, in an amount not less than 100% of the total cost for the Project, which is $73,295.92.

(b) A payment bond, securing the payment of all persons furnishing labor and/or materials in connection with the work under this Agreement, in an amount not less than 100% of the total cost for the Project, which is $73,295.92.

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

5.6 Sufficiency of Insurer or Surety.

Insurance and bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A-" or better in the most recent edition of Best's Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better. If the City determines that the work to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the bonds may be changed accordingly upon receipt of written notice from the City's Risk Manager.

5.7 Release of Securities.

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

(a) Contractor has made a written request for release and provided evidence of satisfaction of all other requirements under Article 5 of this Agreement;

(b) the Project has been accepted; and

(c) after passage of the time within which lien claims are required to be made pursuant to applicable laws; if lien claims have been timely filed, City shall hold the payment bond until such claims have been resolved, Contractor has provided statutory bond, or otherwise as required by applicable law.

5.8 Consequential Damages.

IN NO EVENT, WHETHER IN CONTRACT, TORT OR OTHERWISE (INCLUDING BREACH OF WARRANTY, NEGLIGENCE, PRODUCT LIABILITY AND STRICT LIABILITY IN TORT), WILL EITHER PARTY OR THEIR AFFILIATES AND THEIR RESPECTIVE PERSONNEL, SUPPLIERS AND VENDORS BE LIABLE TO THE OTHER PARTY (DIRECTLY OR INDIRECTLY) UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY ARISING FROM, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY: (A) SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES; (B) LOST PROFITS, REVENUES, DATA, CUSTOMER OPPORTUNITIES, BUSINESS, ANTICIPATED SAVINGS, OR GOODWILL; (C) BUSINESS INTERRUPTION;

OR (D) DATA LOSS OR OTHER LOSSES ARISING FROM VIRUSES, RANSOMWARE, CYBERATTACKS OR FAILURES OR INTERRUPTIONS TO NETWORK SYSTEMS.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

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

6.3 Grant of License; Ownership of Documents.

Products provided under this Agreement are commercial, off-the-shelf products, or software, and no aspect of the Products, software, or IP shall be considered a "work made for hire" or otherwise affect Contractor's ownership of IP in the Contractor provided products or Contractor provided software. Nothing in the Agreement permits City or beneficiary's (e.g., building owner) use of IP in the Products for any purpose other than operating, repairing, servicing the Products. Any software provided by Contractor remains subject to its associated terms, EULA, or recurring SaaS subscriber agreement. Contractor hereby grants to City, its employees, officials, and agents a limited revocable, non-exclusive, non-transferable, royalty free license for the Term for City to use any intellectual property associated with Contractor's provision and City's use of the services.

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

6.4 Confidentiality and Release of Information.

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT; DEFAULT, SUSPENSION AND TERMINATION

7.1 California Law.

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

7.2 Default of Contractor.

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

7.3 Suspension and Termination.

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

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

7.4 Dispute Resolution Process.

Section 20104 *et seq*. of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial-supervised mediation, and judicial arbitration to

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

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

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

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

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

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

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

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

(iv) Statement of grounds for the claim.

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

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

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

(i) If the City needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the 45 days or within the mutually agreed to

extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed meeting of the City Council after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

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

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

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

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

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

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

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

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

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

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

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

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

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

Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

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

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

7.5 Waiver.

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

7.6 Rights and Remedies Are Cumulative.

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

7.7 Unfair Business Practices Claims.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Provisions Required By Law.

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

9.2 Notices.

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

9.3 Interpretation.

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

9.4 Counterparts.

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

9.5 Integration; Amendment.

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

9.6 Severability.

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

9.7 Warranty & Representation of Non-Collusion.

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

Contractor's Authorized Initials _____

9.8 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF CARSON, a California charter city

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

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

CONTRACTOR:

JOHNSON CONTROLS BUILDING SOLUTIONS, LLC, a Delaware limited liability company

*By: _____
Name: _____
Title: _____

*By: _____
Name: _____
Title: _____

Address: 5757 North Green Bay Avenue
Milwaukee, WI 53209

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

EXHIBIT A

CONTRACTOR'S BID

BID SCHEDULE

Phase	Cost ($)	Notes (Pricing Basis, etc.)
Assessment	$ -	Included as part of previous budget quotes
Design	$ 9,520.00	Per site drawings: Sample in this Proposal
Integration	$ -	Included with Qumulex JCI joint development
Installation: Equipment Physical Installation	$ 64,624.92	
Installation: Existing Equipment De-Installation	$ 8,671.00	
Installation: Public Works Install Subtotal	$ 73,295.92	
Installation: Preparation Field Testing	$ 26,094.82	
Installation: Systems Designs & Engineering	$ 19,571.11	
Installation: Systems Commissioning &Testing	$ 52,189.63	
Installation: Project Management	$ 15,656.89	
Installation: Close Out Documents/Submitalls	$ 10,437.93	
Installation: Contract & Project Admin	$ 6,523.70	
Installation: Install Support Subtotal	$ 130,474.08	
Installation Systems Designs & Engineering	$ 203,770.00	
Training & Documentation	$ 1,400.00	Provides four 2 hour sessions

SUBTOTAL: $214,690.00

Section B – Hardware/Bill of Materials (Unit Pricing) – Proposers shall provide itemized equipment and hardware pricing and estimated quantities to cover the City facilities outlined in the RFP.

Item/Device	Unit Cost ($)	Estimated Qty (All Facilities)	Total Cost ($)	Notes
HS2016NKCP01/Intrusion Panel	$ 79.28	6	$ 475.70	Tax Listed in Section D
HS2032NKCP01/Intrusion Panel	$ 103.57	12	$ 1,242.81	Tax Listed in Section D
HS2064NKCP01/Intrusion Panel	$ 123.14	2	$ 246.27	Tax Listed in Section D
HS2128NKCP01/Intrusion Panel	$ 278.17	2	$ 556.35	Tax Listed in Section D
PGPHOST9/Wireless Transceiver	$ 117.80	22	$ 2,591.65	Tax Listed in Section D
PGP9920/Wireless Repeater	$ 148.09	43	$ 6,367.72	Tax Listed in Section D
TL280ER/Integration Module	$ 305.41	22	$ 6,718.96	Tax Listed in Section D
PTD1640U/Power Supply	$ 12.23	22	$ 269.16	Tax Listed in Section D
L-1/Cabinet Lock & 2 Keys	$ 3.58	22	$ 78.77	Tax Listed in Section D
T-1/Cabinet Tamper Switch	$ 9.79	22	$ 215.38	Tax Listed in Section D
TB-1/Tamper Bracket	$ 2.95	22	$ 64.91	Tax Listed in Section D
BT126/Backup Battery	$ 28.40	36	$ 1,022.22	Tax Listed in Section D
HS2LCDWF9/Wireless Keypad	$ 158.75	23	$ 3,651.32	Tax Listed in Section D
9VADAPTER-US/Keypad 9V Power Supply	$ 23.83	23	$ 548.02	Tax Listed in Section D
PG9938/Wireless Panic Button	$ 50.52	65	$ 3,283.70	Tax Listed in Section D
PG9914/Wireless Motion Detector	$ 85.67	70	$ 5,996.67	Tax Listed in Section D
PG9872/Wireless 360 Motion Detector	$ 114.83	34	$ 3,904.12	Tax Listed in Section D
PG9924/Wireless Curtain Motion Detector	$ 66.25	34	$ 2,252.40	Tax Listed in Section D
PG9922/Wireless Glass Break	$ 109.31	119	$ 13,007.73	Tax Listed in Section D
ISN-CMET-200AR/Door Contact	$ 11.72	43	$ 503.79	Tax Listed in Section D
DS778/Long Range Motion Detector	$ 152.73	3	$ 458.19	Tax Listed in Section D
PG9945/Wireless Input Module	$ 38.17	384	$ 14,658.37	Tax Listed in Section D
PG9901/Wireless Indoor Siren	$ 102.65	28	$ 2,874.32	Tax Listed in Section D
B6302UE1000/4C#18 Cable 1,000'	$ 358.02	15	$ 5,370.37	Tax Listed in Section D
WP3/Outdoor Enclosure	$ 226.86	9	$ 2,041.78	Tax Listed in Section D
Misc. connectors, tools, etc.	$ 7,345.68	1	$ 7,345.68	Tax Listed in Section D

SUBTOTAL: $85,746.37

These prices remain unchanged for all 5 years						
1st year	2nd year	3rd year	4th yeara	5th year	5 years Total	
$ 7,140.00	$ 7,140.00	$ 7,140.00	$ 7,140.00	$ 7,140.00	$ 35,700.00	System Monitoring
$ 7,954.00	$ 7,954.00	$ 7,954.00	$ 7,954.00	$ 7,954.00	$ 39,770.00	Preventative Maintenance Inspections
						Subscriptions
$ 4,250.00	$ 4,250.00	$ 4,250.00	$ 4,250.00	$ 4,250.00	$ 21,250.00	Qumulex Intregration Lic. Fee
TOTAL					$ 96,720.00	

SUBTOTAL: $96,720.00

State Local Tax	10.50%	One Time Fee	$ 7,292.73

SUBTOTAL: $7,292.73

GRAND TOTAL: $404,449.10

EXHIBIT B

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

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

NONE.

EXHIBIT C

PERFORMANCE BOND

We, Johnson Controls Building Solutions, LLC, a Delaware limited liability company, as Principal, and _____, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Carson ("City") for payment of the penal sum of **Seventy-Three Thousand Two Hundred Ninety-Five U.S. Dollars and Ninety-Two Cents ($73,295.92).** City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal.

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

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

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

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

Executed this _____day of _____, ____.

Seal of Corporation _____

By:_____
Authorized Representative of Principal

Title: _____

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

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

Surety's agent for service
of process in California: ( ) _____
[name of surety company]

_____ _____
Name Street Number

_____ _____
Street Number City and State

_____ _____
City and State Telephone Number

_____
Telephone Number

By:_____
Attorney in Fact or other
Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

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

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

EXHIBIT D

PAYMENT BOND

We, Johnson Controls Building Solutions, LLC, a Delaware limited liability company, as Principal, and _____, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Carson ("City") and those for whose benefit this bond insures in the sum **Seventy-Three Thousand Two Hundred Ninety-Five U.S. Dollars and Ninety-Two Cents ($73,295.92).** City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal. If Principal or any of Principal's contractors or subcontractors, fails to pay any of the persons named in Section 9000 *et seq*. of the California Civil Code employed in the performance of the agreement for materials furnished or for labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, then Surety shall pay the same in an amount not exceeding the sum specified above, and also shall pay, in case suit is brought upon this bond, such reasonable attorneys' fees as shall be fixed by the court.

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

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

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

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

Executed this _____ day of _____, _____.

Seal of Corporation _____

By:_____
Authorized Representative of Principal

Title: _____

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

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

Surety's agent for service
of process in California: ( ) _____
[name of surety]

_____ _____
Name Street Number

_____ _____
Street Number City and State

_____ _____
City and State Telephone Number

_____
Telephone Number

By:_____
Attorney in Fact or other
Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

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

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

EXHIBIT E

INVOICE FORM

DATE:
INVOICE # 1
BILLING PERIOD START
BILLING PERIOD END

Company Logo

BILL TO:

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

PROJECT or TASK: Name
Project or Task No: PW####
P.O. No: #######

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

Payable to:

Company Name
Address
City
FEIN

ORIGINAL CONTRACT AMOUNT	
AMOUNT DUE THIS BILLING PERIOD	$ -
PREVIOUS BILLING/ CHARGES	
CHANGE ORDER/ (+/-) AMENDMENT	
REMAINING CONTRACT BALANCE	$ - #####

Report to Honorable Mayor and City Council

Tuesday, May 5, 2026, 5:00 PM

CONSENT 26.

To: Honorable Mayor and City Council

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

Subject: CONSIDER ADOPTION OF RESOLUTION NO. 26-048 FURTHER EXTENDING THE TIMELINE FOR COMPLIANCE ON THE PART OF SOUTH BAY CARSON, LLC & SYWEST DEVELOPMENT, LLC, WITH THE TERMS AND CONDITIONS OF CONDITIONAL USE PERMIT NO. 940-13, RELOCATION REVIEW NO. 3047-13 & RESOLUTION NO. 13-099, AND AMENDING RESOLUTION NO. 24-113 REGARDING VEHICLE STORAGE FACILITIES LOCATED ON THAT CERTAIN REAL PROPERTY WHOSE COMMON STREET ADDRESS IS 20151 SOUTH MAIN STREET (APN 7336-004-016), CITY OF CARSON (CITY COUNCIL)

I. SUMMARY

Presented for City Council consideration is Resolution No. 26-048, requesting approval of a fourth extension for SyWest Development, LLC and South Bay Carson, LLC to maintain compliance with Conditional Use Permit No. 940-13, Relocation Review No.3047-13 and Resolution No. 13-099 (collectively, the “Original CUP”), which permitted, for an initial term of four (4) calendar years, the use of an approximately 24.65 acre site previously used as an organic refuse landfill, drive-in theater and auto auction, located at 20151 South Main Street, Carson, California.

The City Council previously approved three extension of time requests in 2022, 2023, and 2024. The current compliance period ends on June 1, 2026, per the previously approved Resolution No. 24-113 which extended the compliance period in December 2024.

On July 20, 2020, SyWest submitted an application for development of the Property, which included a General Plan Amendment, Specific Plan and related entitlements (e.g., Development Agreement, tentative parcel map, site plan and design review). Per the proposed Resolution, Sywest must comply with the Original CUP for the extended time of June 1, 2028, or earlier if the development applications are approved by the City and construction of the development is ready to commence.

II. RECOMMENDATION

WAIVE further reading and ADOPT Resolution No. 26-048, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, FURTHER EXTENDING THE TIMELINE FOR COMPLIANCE ON THE PART OF SOUTH BAY CARSON, LLC & SYWEST DEVELOPMENT, LLC, WITH THE TERMS AND CONDITIONS OF CONDITIONAL USE PERMIT NO. 940-13, RELOCATION REVIEW NO. 3047-13 & RESOLUTION NO. 13-099, AND AMENDING RESOLUTION NO. 24-113 REGARDING VEHICLE STORAGE FACILITIES LOCATED ON THAT CERTAIN REAL PROPERTY WHOSE COMMON STREET ADDRESS IS 20151 SOUTH MAIN STREET (APN 7336-004-016), CITY OF CARSON."

III. ALTERNATIVES

TAKE such other and further actions as the City Council deems appropriate consistent with the requirements of law.

IV. BACKGROUND

In 2013, South Bay Carson, LLC and SyWest Development, LLC (collectively "SyWest"), acting on behalf of Enterprise Rent-A-Car Company of Los Angeles, LLC ("Enterprise"), applied for and were granted Conditional Use Permit No. 940-13, Relocation Review No. 3047-13 and Resolution No. 13-099 (the "Original CUP"), which permitted, for an initial term of four (4) calendar years, the use of an approximately 24.65 acre site previously used as an organic refuse landfill, drive-in theater and auto auction, located at 20151 South Main Street, Carson, California (the "Property"), for the storage of rental cars, including as a regional rental car storage hub, and the relocation of certain modular office buildings on that portion of the Property zoned ML-ORL-D.

Interim Urgency Ordinance Nos. 15-1575U and 16-1578U (collectively, the "Stadium Moratorium") enacted a moratorium on the establishment, expansion, modification, or new development within the six (6) planning study areas within the City of Carson. SyWest requested an extension of the Original CUP beyond October 21, 2017 and further requested that such extension of the Original CUP be deemed subject to the "exemption" provision(s) of the Stadium Moratorium (the "CUP Extension Request"). The Original CUP required that SyWest would, within three (3) years of approval of the CUP, enter into an agreement with the appropriate environmental regulatory agency ("Environmental Regulatory Agency" or "ERA") to commence steps necessary to support the cleanup and reuse of the Property for new development. Staff had contended that SyWest failed or refused to comply with this condition of the Original CUP. SyWest requested additional time to complete this task concurrently with the City's update to its General Plan (the "ERA Dispute"). SyWest has contended and advised staff that in order to fulfill this remediation condition of the Original CUP, a proposed plan for redevelopment and long-term use of the Property is required to first be processed, considered and approved by the City, and SyWest and the City desired to confirm how this ERA Dispute would be addressed moving forward.

The Original CUP also required SyWest to develop, implement, and maintain a landscaping plan to assure an aesthetically appropriate appearance surrounding the Property. Staff contended that certain areas of the existing landscaping around the Property were in disrepair and needed to be replaced, and SyWest requested additional time to complete this task ("Landscape Dispute").

City and SyWest desired to fully and finally resolve the ERA Dispute, the Landscape Dispute, and the CUP Extension Request (collectively the "Disputes"), to avoid litigation arising out of such Disputes, and in furtherance of that objective, on September 5, 2017, and May 5, 2020, respectively, the City Council adopted Resolution 17-120 and Resolution 20-081, respectively ("Compliance Resolutions"), which served as an attempt to effectuate the foregoing, and which also extended the compliance period under the Original CUP until October 31, 2021 ("Compliance Period"). The Compliance Resolution required Sywest to make a series of deposits and payments with the City against which City is permitted to deduct for various reasons.

SyWest submitted an application on or about July 20, 2020, for development of the property. The application includes a request for a General Plan Amendment, Specific Plan and related entitlements (e.g., Development Agreement, tentative parcel map, site plan and design review) ("Proposed Entitlements") for development of a major retailer ("New Retailer"). Sywest has also addressed the Landscape Dispute by continuing to maintain the landscaping by a professional landscape company and replacing the landscaping if it is deemed unhealthy by the landscape maintenance company; generally, the appearance of the landscaping is acceptable.

On November 3, 2021, to accommodate SyWest's request and in furtherance of possible development of the Property, the City Council approved Resolution 21-142, which, like the Compliance Resolutions, was adopted to finally resolve any Disputes and document the resolution of the same as well as to extend the compliance date of the Original CUP by one additional year to October 31, 2022, to provide SyWest time to secure the Proposed Entitlements from the City and obtain building permits by going through the plan check process and allow for beneficial use of the Property during that period.

On July 19, 2022, the City Council approved Resolution No. 22-148 approving a First Amendment to Extended Compliance Resolution further amending the Extended Compliance Period until no later than June 1, 2024, and authorizing SyWest to use the Property for the Temporary Parking Use (consisting of parking of Sprinter Vans and new and used cars) during the Second Extended Compliance Period. To support the use regarding parking of new and used cars, the resolution further authorizes the following incidental uses: (a) access and operation (e.g., loading, unloading, long term parking) by car carriers accessing the Property from Figueroa Street; (b) installation and use of temporary structures, including, without limitation, mobile storage units, canopies, sanitary services (i.e., portable toilets), and modular offices; and (c) the direct-to-consumer delivery of new or used cars between 9:00 a.m. and 5:00 p.m. seven (7) days per week.

On November 21, 2023, the City Council approved Resolution No. 23-187 approving a Second Amendment to Extended Compliance Resolution further amending the Extended Compliance Period until no later than June 1, 2025, and authorizing the use of the Property for the Temporary Parking Use during the Extended Compliance Period.

On December 3, 2024, the City Council approved Resolution No. 24-113 approving a Third Amendment to Extended Compliance Resolution further amending the Extended Compliance Period until no later than June 1, 2026, and authorizing the use of the Property for the Temporary Parking Use during the Extended Compliance Period.

Now, to allow time for the Application to be processed and for the Temporary Parking Use on the Property to continue, SyWest is requesting an additional extension and an amendment to Resolution No. 24-113 to maintain compliance with the Original CUP. This extension would extend the compliance deadline to June 1, 2028, or until the Proposed Entitlements are finally approved and construction can commence, whichever occurs first (“Extended Compliance Period”).

SyWest continues to work with City staff and the environmental consultant to process the Proposed Entitlements and related environmental review under the California Environmental Quality Act (“CEQA”). During this time, SyWest proposes to continue parking Sprinter Vans and new and used cars. SyWest requested this extension well in advance to provide existing tenants with certainty regarding their continued occupancy of the Property. Without this extension, tenants may be required to terminate their leases and seek longer-term alternatives.

The resolution approving such extension requires SyWest to remit to the City an annual Heavy Vehicle Transit Fee of $10,778 for every acre of the Property used for the Sprinter Van and new and used car parking and related operations during the term of the Extended Compliance Period.

Also under the Extended Compliance Resolution, SyWest will be required to (i) comply with all remaining conditions of approval in the Original CUP, including, but not limited to, the landscape and operations provisions of the same, to the reasonable satisfaction of the City; and (ii) continue to diligently seek to secure the Proposed Entitlements from the City.

It should also be noted that a Reimbursement Agreement signed by Sywest and executed November 5, 2024, is on record, which will require Sywest to pay for all City costs and fees associated with the Extended Compliance Resolution and any development of the Property.

V. FISCAL IMPACT

The proposed resolution commits SyWest to pay the Heavy Vehicle Transit Fee. Additionally, SyWest has separately entered into a reimbursement agreement with the City to fully reimburse the City its costs, including staff time, if any, and legal time in negotiating and documenting the extension provided by the resolution and all fees and costs associated with any development of the Property. As a consequence, there will be no direct costs to the City’s General Fund.

VI. EXHIBITS

1. Resolution No. 26-048

Attachments

Exhibit 1 Resolution No. 26-048.pdf

RESOLUTION NO. 26-048

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, FURTHER EXTENDING THE TIMELINE FOR COMPLIANCE ON THE PART OF SOUTH BAY CARSON, LLC & SYWEST DEVELOPMENT, LLC, WITH THE TERMS AND CONDITIONS OF CONDITIONAL USE PERMIT NO. 940-13, RELOCATION REVIEW NO. 3047-13 & RESOLUTION NO. 13-099, AND AMENDING RESOLUTION NO. 24-113 REGARDING VEHICLE STORAGE FACILITIES LOCATED ON THAT CERTAIN REAL PROPERTY WHOSE COMMON STREET ADDRESS IS 20151 SOUTH MAIN STREET (APN 7336-004-016), CITY OF CARSON

WHEREAS, in 2013, South Bay Carson, LLC as owner of that certain real property hereinafter described and SyWest Development, LLC (collectively "SyWest"), acting on behalf of Enterprise Rent-A-Car Company of Los Angeles, LLC ("Enterprise"), applied for and was granted Conditional Use Permit No. 940-13, Relocation Review No. 3047-13 and Resolution No. 13-099 (collectively the "Original CUP") which permitted, for an initial term of four (4) calendar years, the use of an approximately 24.65 acre site previously used as an organic refuse landfill, drive-in theater and auto-auction, whose common street address is 20151 South Main Street, Carson, California (the "Property"), as and for the storage of rental cars, including as a regional rental car storage hub, and the relocation of certain modular office buildings on that portion of the Property zoned ML-ORL-D; and

WHEREAS, the Original CUP was duly approved and adopted by the Carson City Council on October 21, 2013 and required, among other conditions of approval, that SyWest would, within three (3) years of approval of the CUP, enter into an agreement with the appropriate environmental regulatory agency ("Environmental Regulatory Agency" or "ERA") to commence steps necessary to support the cleanup and reuse of the Property for new development; and

WHEREAS, staff had contended that SyWest failed or refused to comply with this condition of the Original CUP and SyWest requested additional time to complete this task concurrently with City's update to its General Plan (the "ERA Dispute"); and

WHEREAS, SyWest has contended and advised staff that in order to fulfill this remediation condition of the Original CUP, a proposed plan for redevelopment and long term use of the Property is required to first be processed, considered and approved by the City, and SyWest and the City desired to confirm how this ERA Dispute would be addressed moving forward; and

WHEREAS, the Original CUP required, among other conditions of approval, that SyWest would develop, implement, and maintain a landscaping plan to assure an aesthetically appropriate appearance surrounding the Property; and

WHEREAS, staff contended that certain areas of the existing landscaping around the Property were in disrepair and needed to be replaced and SyWest requested additional time to complete this task ("Landscape Dispute"); and

WHEREAS, City and SyWest desired to fully and finally resolve the Landscape Dispute and the ERA Dispute in order to avoid litigation between them arising out of such disputes, and without acknowledging fault or responsibility in connection with the positions of any party in such disputes; and

WHEREAS, in connection with the parties' attempt to fully and finally resolve the ERA Dispute, the Landscape Dispute, and the CUP Extension Request (collectively the "Disputes"), to avoid litigation between them arising out of such Disputes, and without acknowledging fault or responsibility in connection with the positions of any party in such Disputes, on September 5, 2017, and May 5, 2020, the City Council adopted Resolutions 17-120 and 20-081, respectively, ("Compliance Resolutions") which served as an attempt to effectuate the foregoing, and which also extended the compliance period under the Original CUP until October 31, 2021 ("Compliance Period"); and

WHEREAS, SyWest has addressed the Landscape Dispute by continuing to maintain the landscaping by a professional landscape company and replacing the landscaping if it is deemed unhealthy by the landscape maintenance company; generally, the City has determined the maintenance and appearance of the landscaping is acceptable; and

WHEREAS, on or about July 20, 2020, SyWest submitted an application ("Application") for development of the Property, which Application includes a request for a General Plan Amendment, Specific Plan and related entitlements (e.g. Development Agreement, tentative parcel map, site plan and design review) (collectively "Proposed Entitlements"); and

WHEREAS, the City has placed ERA discussions regarding development on hold with DTSC while the City processes the Application; and

WHEREAS, SyWest has asked the City for the right to continue to utilize the Property consistent with the Original CUP while the Application is processed; and

WHEREAS, pursuant to the Compliance Resolutions, SyWest deposited with City in October 2017, to be held in a separate City interest bearing account, a bond or other irrevocable instruction having a penal value of Three Hundred Fifty Thousand Dollars ($350,000) as a "Holdover Deposit" from which City may deduct any and all amount(s) as expressly provided for under the Compliance Resolution, with such deduction(s) timely and reasonably documented by City and made available for SyWest's review; and

WHEREAS, pursuant to the Compliance Resolutions, SyWest further paid to City several installments of a "Heavy Vehicle Transit Fee", of which portions of said payments included an increase of the Holdover Deposit, and cumulatively equate to an additional One Hundred Twenty Five Thousand Dollars, ($125,000) added to the Holdover Deposit to bring the total Holdover Deposit to Four Hundred Seventy-five Thousand Dollars ($475,000.00) as of April 30, 2021; and

WHEREAS, on April 30, 2021, Enterprise ceased operations at the Property and properly vacated the Property in compliance with the Resolution; and

WHEREAS, on September 13, 2021, having determined that Enterprise met the obligations of the Compliance Resolutions, the City terminated the $350,000 Holdover Deposit by issuing a letter of release to Bank of America, copied to SyWest and Enterprise, stating that the bond representing the Holdover Deposit for the benefit of the City may be cancelled. The remaining portion of the Holdover Deposit in the amount of One Hundred Twenty-five Thousand Dollars, ($125,000), was refunded on or about October 27, 2022, after Enterprise ended its operations on the Property;

WHEREAS, on November 3, 2021, to accommodate SyWest's request and in furtherance of possible development of the Property, the City Council approved Resolution 21-142 ("Extended Compliance Resolution"), which, like the Compliance Resolutions, was adopted to finally resolve any Disputes and document the resolution of the same as well as to extend the compliance date of the Original CUP by one (1) additional year to October 31, 2022 ("Extended Compliance Period"), to provide SyWest time to secure the Proposed Entitlements from the City and obtain building permits by going through the plan check process and allow for beneficial use of the Property during that period;

WHEREAS, SyWest has been and continues to diligently seek to secure the Proposed Entitlements from the City, and SyWest and the City desire to allow for beneficial use of the Property during that period;

WHEREAS, on July 19, 2022, the City Council approved Resolution No. 22-148 approving a First Amendment to Extended Compliance Resolution further amending the Extended Compliance Period until no later than June 1, 2024 ("Second Extended Compliance Period"), and authorizing SyWest to use the Property for the following uses during the Second Extended Compliance Period:

(i) Sprinter Van Operations – which use shall be permitted on no more than twelve (12) acres of the site and consist of the overnight parking of delivery cargo vans, colloquially known as "Sprinter Vans" and employee vehicles entering and exiting the Property between 9:00 a.m. and 5:00 p.m. five (5) days per week, including occasional weekends if demand for services warrant, with the Sprinter Vans remaining parked overnight at the Property; and

(ii) Car Operations – which use shall be permitted on the entire site and consist of parking of new or used cars without time restriction, and, to support such operations, the following incidental uses: (a) access and operation (e.g., loading, unloading, long term parking) by car carriers accessing the Property from Figueroa Street; (b) installation and use of temporary structures, including, without limitation, mobile storage units, canopies, sanitary services (i.e., portable toilets), and modular offices; and (c) the direct-to-consumer delivery of new or used cars between 9:00 a.m. and 5:00 p.m. seven (7) days per week;

"Sprinter Van Operations" and "Car Operations" shall collectively be referred to herein as "Temporary Parking Use."

WHEREAS, in accordance with Resolution No. 22-148, SyWest provided a site plan to the Planning Division designating the areas of the site that will be occupied. Any modification to the designated areas to be used shall require SyWest to file a revised site plan with the Planning Division.

WHEREAS, pursuant to Resolution No. 22-148, the Temporary Parking Use shall not include any of the following: (i) vehicle service or maintenance, other than preparation of a vehicle for transfer, sale, or delivery; (ii) loading/unloading, transfer shipping or removal of any contents of the Sprinter Vans; (iii) overnight parking of employee vehicles; (iv) sleeping of any kind within the Property, whether inside or outside any vehicle parked thereon; (v) parking of recreational vehicles or trailers designed for human accommodation, such as motorhomes, campervans, coaches, caravans fifth-wheel trailers, and popup campers, (vi) boats, (vii) large trucks, excepting therefrom car carriers, and containers, excepting therefrom storage units for storage of material and equipment supporting the Car Operations, or (viii) any other activity not specifically enumerated above within the description of the Temporary Parking Use (collectively, "Prohibited Activities");

WHEREAS, before adoption of Resolution No. 22-148, City staff evaluated the scope of the Temporary Parking Use and confirmed that such activities would be less intensive from the standpoint of traffic, circulation, and air quality impacts than those previously analyzed and approved for the Enterprise activities under the Compliance Resolutions and, as such, no further review is required under the California Environmental Quality Act, Public Resources Code sections 21000 et seq. and its implementing guidelines (Cal. Code Regs. Title 14, §§ 15000 et seq. (collectively, "CEQA") pertaining to the Temporary Parking Use;

WHEREAS, SyWest had previously informed City staff that the entities conducting the Car Operations would not continue to utilize the Property without a commitment for the right to continue operations beyond June 1, 2024, and as such, SyWest had requested an additional extension to the Second Extended Compliance Period until no later than June 1, 2025, to allow the Car Operations to commit to continue their Temporary Parking Use on the Property;

WHEREAS, in response to SyWest's request, on November 21, 2023, the City Council approved Resolution No. 23-187 approving a Second Amendment to Extended Compliance Resolution further amending the Second Extended Compliance Period until no later than June 1, 2025, and authorizing the use of the Property for the Temporary Parking Use during the Second Extended Compliance Period;

WHEREAS, in response to SyWest's request for an additional extension to allow entities conducting the Car Operations further certainty to continue utilizing the Property beyond June 1, 2025, on December 3, 2024, the City Council approved Resolution No. 2024-113 extending the Second Extended Compliance Period until no later than June 1, 2026 ("Third Extended Compliance Period"), to allow the Temporary Parking Use on the Property to continue until such time;

WHEREAS, Sywest has again requested an extension to provide the entities conducting the Car Operations further certainty to continue utilizing the Property beyond June 1, 2026, Third Extended Compliance Period in light of unexpected delays in processing the environmental review under CEQA and entitlements for the Proposed Entitlements until June 1, 2028 ("Fourth Extended Compliance Period");

WHEREAS, the City Council hereby adopts this Resolution, amending Resolution No. 24-113 ("Fourth Extended Compliance Resolution"), to authorize the Temporary Parking Use for the Fourth Extended Compliance Period, as further revised, and outline the requirements and limitations applicable to such Temporary Parking Use.

NOW THEREFORE, the CITY COUNCIL of the CITY OF CARSON, CALIFORNIA, does hereby FIND, DETERMINE and ORDER AS FOLLOWS:

Section 1. Recitals.

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

Section 2. Approval of Extended Compliance Period Directed to South Bay Carson, LLC & SyWest Development, LLC, Jointly and Severally.

Subject to SyWest's agreement to comply with its obligations set forth in Section 3 below, City hereby approves one extended compliance period under the Original CUP from October 31, 2021 until and through June 1, 2028 ("Fourth Extended Compliance Period"); provided that (i) the City Council may extend such time in its sole discretion by approval of an amendment to this Resolution if the Proposed Entitlements are not completed during the Extended Compliance Period and (ii) if at any time after June 1, 2026, the Proposed Entitlements are finally approved and construction can commence before June 1, 2028, City may provide written notice to SyWest terminating the Fourth Extended Compliance Period no earlier than thirty (30) days after delivery of said written notice.

Section 3. Conditions of Extended Compliance Period.

In resolution of the Disputes, the City Council issues the following compliance order:

A. SyWest shall terminate, and cease and desist in, the operation of any Temporary Parking Use on or at the Property; such compliance shall occur on or before the close of normal business hours on June 1, 2028 (the "Fourth Extended Compliance Deadline"); provided that (i) the City Council may, extend such time in its sole discretion by approval of an amendment to this Resolution if the Proposed Entitlements are not completed during the Extended Compliance Period, despite SyWest's good faith efforts to continue to diligently seek to secure the Proposed Entitlements from the City, and (ii) if at any time after June 1, 2026, the Proposed Entitlements are finally approved and construction can commence before June 1, 2028, City may provide written notice to SyWest terminating the Fourth Extended Compliance Period no earlier than thirty (30) days after delivery of said written notice. Failure to meet the Fourth Extended Compliance

Deadline, as may be extended per the terms herein, shall subject SyWest to enforcement actions as well as such other legal remedies as may be afforded City by law.

B. SyWest shall, during the term of this Fourth Extended Compliance Resolution, (i) comply with all remaining conditions of approval in the Original CUP, including, but not limited to, the landscape and operations provisions of the same, to the reasonable satisfaction of City; and (ii) continue to diligently seek to secure the Proposed Entitlements from the City.

C. In consideration of the Fourth Extended Compliance Period and resolution of the Disputes, by no later than February 1, May 1, August 1 and November 1 of each year during the Fourth Extended Compliance Period (the "Remittance Date"), SyWest shall pay to City as follows for the Temporary Parking Use:

1. For the Sprinter Van Operations and Car Operations, SyWest will remit an annual Heavy Vehicle Transit Fee of Ten Thousand Seven Hundred Seventy-Eight Dollars ($10,778) for every acre of the Property used for such purposes during the term of the Fourth Extended Compliance Period, reflecting compensation to the City for the Temporary Parking Use attributable to the Sprinter Van Operations and Car Operations. The amount of any payment remitted by SyWest shall be based upon the portion of Property shown on the site plan as being used for the Sprinter Van Operations and Car Operations such that the amount of any such installment and total payment of the Heavy Vehicle Transit Fee shall be assessed and paid on a prorata basis. By way of example only, should only 9 of the total 24 acres of the Property be used on the Remittance Date for Sprinter Van Operations and Car Operations, the quarterly payment by SyWest on the Remittance Date shall be ($10,778.00 / 4) x 9 acres, (or $24,250.50 for such period). SyWest shall provide a site plan to the Planning Division to designate the areas of the site that will be occupied. If the designated areas to be used are modified, a revised site plan shall be filed with the Planning Division. SyWest's quarterly payment will include any increase or decrease in the Heavy Vehicle Fee due to the City for increased or decreased use of the Property since the last quarterly payment made to the City.

2. Should this Resolution be extended pursuant to Section 3.A above, SyWest shall pay a prorated amount of the Heavy Vehicle Transit Fee based on the acres used for such extended time and months by which the extension is authorized. Such installment shall be paid on the first day of the month following each three (3) month period following the extension of the Fourth Extended Compliance.

D. In the event that the Property stops being used for the Temporary Parking Use prior to the Fourth Extended Compliance Deadline, the payments required herein above will abate effective as of the date of cessation of the Temporary Parking Use, but only if there is a complete cessation of any and all use of the Property for Temporary Parking Use. Otherwise, cessation of use of the Property for either the Sprinter Van and/or Car Operations shall not abate the SyWest payment obligations set forth hereinabove.

Section 4. City's Right to Enforcement; Miscellaneous Provisions.

A. Subject to the City's election, in its sole and unfettered discretion, to extend the Fourth Extended Compliance Deadline, should SyWest fail to meet the Fourth Extended Compliance Deadline, SyWest shall pay a delinquent departure penalty in the amount of Five Thousand Dollars ($5,000.00) per day for each day of delayed departure beyond the Fourth Extended Compliance Deadline which departure penalty City may unilaterally withdraw from the Holdover Deposit.

B. In the event that any provision of this Resolution is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the entire Resolution shall be null and void and shall subject SyWest to such enforcement action(s) as well as such other legal remedies as may be afforded the City by law.

C. In the event the City is required to take action to enforce this Resolution, or in the event this Resolution is declared invalid, illegal or otherwise unenforceable by the court of competent jurisdiction and the City is required to commence an enforcement proceeding(s) against SyWest, the City shall be reimbursed by SyWest for all costs and reasonable attorneys' fees incurred in such action or enforcement proceeding(s).

D. In the event that any claim or litigation is filed to challenge any provision of this Resolution ("Litigation Challenge"), the payment obligations of SyWest under this Resolution shall be tolled and delayed for a period of time equal to the time any such "Litigation Challenge" is pending. If a "Litigation Challenge" is pending on the date that any payment is due and payable under this Resolution, SyWest shall deposit the entire amount due and payable into a separate interest-bearing account ("Escrow Account") with the City. Within thirty (30) days following the final resolution of any "Litigation Challenge," SyWest shall authorize, in writing, City to withdraw all funds in the Escrow Account and credit the same against any unpaid annual 2024, 2025, 2026 2027, or 2028 Heavy Vehicle Transit Fee owed by SyWest as a result of the Property's use for Temporary Parking Uses during the pendency of such "Litigation Challenge" (provided any balance thereafter remaining is returned by City to SyWest within ten (10) days thereof).

E. During the term of this Resolution and Fourth Extended Compliance Period, SyWest shall pay to the City all normal and customary fees and charges applicable to all permits necessary for the use, and any taxes, fees, and charges imposed by City in connection with the use which are standard and uniformly applied to similar entities in the City.

Section 6. Resolution Exempt from CEQA.

A. The City Council finds and determines that this Resolution is exempt from the requirements of the California Environmental Quality Act as a Class 1 Categorical Exemption, Existing Facilities, pursuant to Section 15301 of the CEQA Guidelines.

B. The City Council further finds and determines that this Resolution is exempt from the requirements of the California Environmental Quality Act as a Class 21 Categorical

Exemption, Enforcement Actions by Regulatory Agencies, pursuant to Section 15321 of the CEQA Guidelines.

Section 7. SyWest Indemnification.

SyWest shall indemnify, protect, defend, and hold harmless City, and its respective officials, officers, employees, agents, elected boards, commissions, departments, agencies, and instrumentalities thereof, from any and all actions, suits, claims, demands, writs of mandamus, liabilities, losses, damages, penalties, obligations, expenses, and any other actions or proceedings (whether legal, equitable, declaratory, administrative, or adjudicatory in nature), and alternative dispute resolution procedures (including, but not limited to, arbitrations, mediations, and other such procedures) asserted by third parties against City that may arise from or relate to adoption of this Resolution (herein the "Claims and Liabilities"), whether such Claims and Liabilities arise out of or under planning and zoning laws, the Subdivision Map Act, Code of Civil Procedure §§ 1085 or 1094.5, or any other federal, state, or local statute, law, ordinance, rule, regulation, or any decision of a competent jurisdiction.

Section 8. This Resolution Amends Prior Resolutions.

This Resolution shall amend and replace prior Resolutions addressing the matters described herein, including but not limited to Resolution No. 24-113.

Section 9. Effectiveness; Certification.

This Resolution shall take effect immediately upon its adoption. 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 by the City Council of the City of Carson, California at a regular meeting on this 5th day of May 2026.

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

Sunny Soltani, City Attorney [FG]

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 Resolution, being Resolution No. 26-048, was duly passed and approved by the City Council of the City of Carson at a regular meeting of said Council held on the ___ of _____, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Khaleah K. Bradshaw, City Clerk

Report to Honorable Mayor and City Council

Tuesday, May 5, 2026, 5:00 PM

CONSENT 27.

To: Honorable Mayor and City Council

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

Subject: CONSIDER APPOINTMENT A PUBLIC FINANCING AUTHORITY MEMBER FOR THE CARSON ENHANCED INFRASTRUCTURE FINANCING DISTRICT (EIFD) (CITY COUNCIL)

I. SUMMARY

The Public Financing Authority (PFA) serves as the governing board of the Carson Enhanced Infrastructure Financing District (EIFD), a financing mechanism established by the City of Carson in partnership with the County of Los Angeles in 2022. The EIFD is widely regarded as one of the most significant post-redevelopment financing tools available today, enabling local jurisdictions to reinvest property tax increment growth into long-term community priorities. Through this collaboration, both agencies contribute their respective property tax increments to support investments in affordable housing, environmental remediation, and public infrastructure.

The PFA is responsible for all actions of the EIFD, including the issuance of bonds and oversight of financing activities. In accordance with the EIFD Bylaws, the Authority Board consists of five members: two City Council members, one member of the Los Angeles County Board of Supervisors or their designee, and two public members, one appointed by the City Council and one appointed by the County Board of Supervisors. Public members serve at the pleasure of their respective appointing bodies and remain in office until successors are appointed.

Staff recommends the appointment of Adam Duvendeck to fill the current City-appointed public member vacancy on the PFA. Mr. Duvendeck is the new General Manager of Dignity Health Sports Park, succeeding Katie Pandolfo, who previously served in both roles and has since departed for a promotional opportunity.

II. RECOMMENDATION

APPOINT Mr. Adam Duvendeck as a public member to the Carson Enhanced Infrastructure Financing District (EIFD) Public Financing Authority (PFA)

III. ALTERNATIVES

TAKE any other action Council deems appropriate consistent with the law.

IV. BACKGROUND

EIFD Overview

Enhanced Infrastructure Financing Districts (EIFDs) are authorized under California Government Code Section 53398 et seq. and provide local agencies with a tool to finance a broad range of public infrastructure and development-related improvements.

The Carson EIFD encompasses approximately 1,735 acres, representing roughly 14 percent of the City, and includes key commercial, industrial, and redevelopment opportunity areas. The EIFD was established to facilitate strategic investment in infrastructure that supports economic development, environmental sustainability, and improved quality of life for residents and businesses.

Eligible projects within the EIFD may include, but are not limited to:

- Environmental remediation and brownfield cleanup;
- Affordable housing and related supportive infrastructure
- Economic development and community serving amenities of regional significance and more.

The EIFD does not impose new taxes. Instead, it captures a portion of future growth in property tax revenues (tax increment) from participating taxing entities, including the City and County, to finance eligible improvements identified in the Infrastructure Financing Plan (IFP).

The Carson Public Financing Authority (PFA) is a separate governing body responsible for administering the EIFD, including adoption and implementation of the IFP, approval of projects, and authorization of bond issuances. The PFA is required to include members of the legislative body as well as at least two members of the public to ensure community representation.

Staff Recommendation - Appointment of Adam Duvendeck

Filling the current public member vacancy is necessary to maintain compliance with State law and ensure the PFA remains fully constituted to carry out its responsibilities. A complete PFA is essential as the City continues to advance infrastructure investment strategies through the EIFD. The vacancy was posted in accordance with the Maddy Act from April 2 through April 13, 2026.

Adam Duvendeck brings over 15 years of experience with AEG and currently serves as General Manager of Dignity Health Sports Park, one of the City's major regional assets. He oversees complex operations, large-scale events, and coordination with public and private stakeholders.

Mr. Duvendeck is also engaged with the City through multiple initiatives and serves as an advisor to the City's Active Transportation Plan, supporting mobility and infrastructure planning efforts. Prior to his work with AEG, he competed as a professional athlete in two Olympic Games, reflecting strong discipline and leadership experience.

Based on his professional background and community involvement, staff recommends the appointment of Mr. Duvendeck to the PFA as a public member.

V. FISCAL IMPACT

There is no direct fiscal impact associated with this appointment. Service on the PFA is voluntary and uncompensated. However, maintaining a fully constituted PFA supports the City's ability to effectively implement the EIFD and pursue infrastructure financing opportunities.

VI. EXHIBITS

1. Application for Carson EIFD PFA Vacancy

Attachments

CCB Application FILLABLE_Adam Duvendeck_Carson EIFD PFA.pdf

APPLICATION FOR COMMISSION / COMMITTEE / BOARD

FOR OFFICE USE ONLY
Received By:_____
Verified Electorate:_____

CITY OF CARSON

701 E. CARSON STREET
CARSON, CA 90745
CITY CLERK (310) 952-1720
FAX (310) 513-6243

Reset Form

APPLICANT NAME	ADDRESS (NUMBER, STREET, ZIP)	TELEPHONE NUMBERS
First: Adam	18400 Avalon Blvd.	310-630-2064 ☐ Home ☐ Cell ■ Work
Last: Duvendeck	Carson, CA 90746	_____ ☐ Home ☐ Cell ☐ Work

EMAIL ADDRESS:
aduvendeck@aegworldwide.com

I ELECT TO ALLOW MY CONTACT INFORMATION *(HOME ADDRESS, TELEPHONE NO., EMAIL ADDRESS)* **TO BE PUBLISHED ON THE INTERNET.** ☑ AD (INITIALS)

NAME OF COMMISSIONS, COMMITTEES, OR BOARDS: City of Carson Enhanced Infrastructure Financing District (EIFD) Public Financing Authority (PFA)

BACKGROUND INFORMATION

1) Are you a registered voter in Carson? ☐ Yes ☑ No

2) Have you or are you now serving on a City Commission, Committee or Board? ☑ Yes ☐ No

If yes, please list your current appointments: _____

If yes, please list your prior appointments: Advisor - City of Carson Active Transportation Plan

3) Are you a resident of the City of Carson? ☐ Yes ☑ No

4) Are you a paid employee of the City of Carson? ☐ Yes ☑ No

If yes, give your position and work location _____

5) List your Highest Grade or Degree completed: High School

PLEASE LIST YOUR QUALIFICATIONS/EXPERIENCE RELEVANT TO THE DESIRED POSITION (THIS MAY INCLUDE ANY PREVIOUS EMPLOYMENT):

I bring 15 years of experience with AEG and currently serve as General Manager of Dignity Health Sports Park. In this role, I have been deeply engaged with the City of Carson, contributing to a range of local projects and partnerships while working closely with municipal leaders, community stakeholders, and regional partners. Prior to my time with AEG, I competed as a professional athlete in two Olympic Games, an experience that instilled a strong foundation of discipline, collaboration, and accountability. Together, these experiences provide me with a practical, on-the-ground understanding of infrastructure, economic development, and community impact.

PLEASE INDICATE YOUR REASONS FOR WANTING TO SERVE:

I am interested in serving on the EIFD committee to support thoughtful, responsible investment in infrastructure that enhances quality of life and drives long-term economic growth in Carson. Given my long-standing connection to the City and daily role within one of its key regional assets, I am committed to contributing a balanced, solutions-oriented perspective that reflects both community priorities and sustainable development opportunities.

CURRENT EMPLOYMENT

☐ RETIRED (If applicable, state former profession)

Name of Business: AEG - Dignity Health Sports Park

City of Business: Carson

Phone Number: 310-630-2064

Position Title: General Manager

The Legislative body reserves the right to reassign within other City Commissions, Committees, and Boards. Upon reassignment, this application is transferable.

I certify that all statements made on this application are true and correct to the best of my knowledge. I have read and understand the duties and responsibilities of the particular position(s) that I am applying for. I understand that I will also be required to complete AB1234 Ethics Training within one year of my appointment, and may be required to submit a Conflict of Interest Form 700. All applications are subject to disclosure to the extent required under the California Public Records Act.

SIGNATURE _____ DATE 04/06/2026

Report to Honorable Mayor and City Council

Tuesday, May 5, 2026, 5:00 PM

CONSENT 25.

To: Honorable Mayor and City Council

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

Subject: CONSIDER APPROVAL OF AMENDMENT NO. 1 TO CONTRACT SERVICES AGREEMENT WITH MOUR GROUP FOR FACADE IMPROVEMENT PROGRAM DESIGN & ARCHITECTURAL SERVICES (CITY COUNCIL)

I. SUMMARY

The Community and Economic Development Department is implementing the City's 2023 Economic Development Strategic Plan, which prioritizes business retention, attraction, and expansion. In support of these efforts, the City entered into an agreement with Mour Group Engineering + Design Inc. (Mour) on July 1, 2023, to provide on-call design and architectural services for the City's Façade Improvement Program, with a not-to-exceed amount of $200,000.

Following Council approval of the first round of funding on May 7, 2024, several projects were advanced, and the majority of the contract funds have been expended. The City is now preparing to launch a second round of funding, including three additional projects, and has established a commercial facade revolving loan fund to support larger-scale facade improvements. Demand for these services is expected to grow as the City prepares for LA28.

To ensure continued program delivery, staff recommends approval of Amendment No. 1 to increase the Mour contract by $500,000.

II. RECOMMENDATION

TAKE the following action:

1. CONSIDER approval of Amendment No.1 for Mour Group Engineering + Design, Inc. to add $500,000 for the Commercial Façade Improvement Program; and,
2. AUTHORIZE the Mayor to execute the contract after approval as to form by the City Attorney.

III. ALTERNATIVES

TAKE another action the City Council deems appropriate.

IV. BACKGROUND

On June 20, 2023, the City Council approved a Professional Services Agreement with Mour to provide architectural services in support of the City's Commercial Façade Improvement Program ("Program"). Since that time, Mour has been assisting Program participants by preparing concept designs, architectural plans, and related materials necessary to facilitate façade improvement projects throughout the City.

The Commercial Facade Improvement Program provides Carson business and property owners with matching grants to improve storefronts and attract new visitors to the City's major commercial corridors. Under the Program, tenants and/or property owners may qualify for reimbursement grants ranging from $2,500 to $25,000 for storefront aesthetic improvements. A dollar-for-dollar match is required for amounts exceeding $2,500. For owners of multi-tenant centers, the maximum grant is $250,000 based on a minimum eligible expenditure of $497,500 on exterior improvements, subject to additional Program requirements. The Program officially launched in late 2022.

Since implementation of the Program, demand for architectural assistance has exceeded initial projections. Many applicants and prospective applicants lack the resources or technical expertise to retain private architectural services for facade improvement projects. As contemplated in the Program guidelines adopted by City Council on June 17, 2022, pursuant to Resolution No. 22-131, the City may provide complimentary design assistance to eligible applicants. Mour's services have proven instrumental in facilitating applicant participation and advancing high-quality design outcomes consistent with City objectives.

Accordingly, staff recommends amending the existing Professional Services Agreement with Mour to increase compensation and extend available funding for continued architectural and landscape architectural services associated with future façade improvement projects under the Program.

Scope of Services

Mour will continue to provide architectural and landscape architectural assistance in support of the Program, including development of conceptual designs and plans for facade improvements, site design enhancements related to parking lot and landscaping improvements, and other eligible exterior property upgrades. Services include preliminary design consultation, preparation of architectural and construction drawings, assistance with permitting, and construction-phase support as needed.

Continuation of these services through Mour allows the City to maintain consistency and quality control over Program design implementation, while ensuring façade improvements align with broader City objectives, including the Carson 2040 Community Character and Design Element and the City's Economic Development Strategic Plan.

V. FISCAL IMPACT

Approval of Amendment No. 1 with Mour Group Engineering + Design, Inc. will allocate an additional $500,000 from General Ledger Account No. 101-70-701-101-6004 for the contract term through 2028. Funding will be expended across multiple fiscal years. Because the approved mid-year budget adjustment included an increase in appropriations for this account, there is no additional budget impact associated with this action.

VI. EXHIBITS

1. Amendment No. 1 with Mour Group Engineering + Design, Inc.

Attachments

Mour Group Contract Amendment No. 1.pdf

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 MOUR GROUP ENGINEERING + DESIGN, INC., a California corporation ("Consultant"), is effective as of the 21st day of April, 2026. 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 July 1, 2023 ("Agreement"), whereby Consultant agreed to provide on call design, architectural, and landscape architectural services in connection with City's Façade Improvement Program for a total not-to-exceed Contract Sum of $200,000 for a five-year Term.

B. City and Consultant now desire to amend the Agreement to increase the total compensation by $500,000 for a new total not-to-exceed Contract Sum of $700,000 which includes updated billing rates, to allow Consultant to continue to provide on call design, architectural, and landscape architectural services for the City.

C. Section 2611(m)(3) of the Carson Municipal Code ("CMC") provides that any proposed amendment to a contract exceeding $75,000 requires solicitation unless the amendment concerns a change order under Section 2601(d) of the CMC in which event bidding will not be required irrespective of the amount of the change order.

D. This Amendment 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.

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 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 ***Seven*** ~~Two~~ Hundred Thousand Dollars ($~~2~~700,000) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8."

B. 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 shall not exceed $~~2~~700,000 as provided in Section 2.1 of this Agreement."

C. Exhibit "C-1" (Personnel Billing Rates) is hereby deleted and replaced with the following new table effective April 21st, 2026 through June 30, 2028:

LABOR CATEGORY	HOURLY RATE
ADMIN ASST / WORD PROCESSOR	$105.00 / HOUR
CAD OPERATOR	$125.00 / HOUR
JUNIOR DESIGN	$125.00 / HOUR
SENIOR CAD DESIGNER	$130.00 / HOUR
JUNIOR ENGINEER	$130.00 / HOUR
JOB CAPTAIN / DESIGNER	$130.00 / HOUR
STRUCTURAL DESIGN ENGINEER	$170.00 / HOUR
PROJECT ARCHITECT / PROJECT MANAGER	$170.00 / HOUR
SENIOR PROJECT MANAGER	$200.00 / HOUR
SENIOR ENGINEER	$215.00 / HOUR
ARCHITECT	$200.00 / HOUR

SENIOR ARCHITECT	$220.00 / HOUR
PRINCIPAL ENGINEER	$260.00 / HOUR
PRINCIPAL ENGINEER/ PRESIDENT	$330.00 / HOUR
LITIGATION SUPPORT (4 HOUR MINIMUM)	$715.00 / HOUR

REIMBURSABLE EXPENSES (must be approved by City in advance and in writing):

REIMBURSABLES	COST
MILEAGE	$0.70/MILE
REPRODUCTION/PLOTTING	ACTUAL COSTS + 15%
AIR TRAVEL/HOTEL/MEALS	ACTUAL COSTS + 15%
PARKING, POSTAGE, COURIER SERVICE	ACTUAL COSTS + 15%
SUB-CONSULTANT EXPENSES	ACTUAL COSTS + 15%
OTHER MISCELLANEOUS DIRECT EXPENSES	ACTUAL COSTS + 15%

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

_____

David C. Roberts, Jr., City Manager

ATTEST:

_____

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____

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

CONSULTANT:

MOUR GROUP ENGINEERING + DESIGN, INC., a California corporation

By: _____
Name: GLENN MOURITZEN
Title: PRESIDENT

By: _____
Name: GLENN MOURITZEN
Title: TREASURER

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

Report to Honorable Mayor and City Council

Tuesday, May 5, 2026, 5:00 PM

CONSENT 29.

To: Honorable Mayor and City Council

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

Subject: CONSIDER APPROVAL OF AMENDMENT NO. 1 TO CONTRACT SERVICES AGREEMENT WITH NEWMARK OF SOUTHERN CALIFORNIA, INC., TO CONTINUE PROVIDING REAL ESTATE BROKERAGE SERVICES AND INCREASING THE TOTAL CONTRACT SUM TO $173,500 FOR ONE ADDITIONAL YEAR (CITY COUNCIL)

I. SUMMARY

On July 8, 2025, the City Manager executed a Contract Services Agreement with Newmark of Southern California, Inc., to provide real estate broker services for the City for the term of one year and in the amount of $73,500. Throughout the year, Newmark has assisted with various real estate transactions and continues to support the City's economic development efforts by providing market information, developer correspondence, and various property appraisal and title research tasks. The current Contract will expire in June 2026 and the balance is nearly fully expended. As the City continues to focus on redeveloping certain parts of the community, staff has determined that the current contract amount is insufficient to meet ongoing and anticipated demand.

Staff now recommends approval of Amendment No. 1, increasing the contract amount by $100,000 ($15,000 in FY 2025-26 and $85,000 in FY 2026-27) for a revised contract total of $173,500; with contract amendment term expiring on June 30, 2027.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE Amendment No. 1 to the Contract Services Agreement with Newmark of Southern California, Inc., to continue providing real estate brokerage services and increasing the the total contract sum to $173,500, for one additional year; and,
2. AUTHORIZE the Mayor to execute Amendment No. 1 following approval as to form by the City Attorney.

III. ALTERNATIVES

1. DO NOT APPROVE the proposed amendment.
2. TAKE another action as deemed appropriate by the City Council, consistent with applicable laws and procedures.

IV. BACKGROUND

Newmark of Southern California, Inc., entered into a Contract Services Agreement with the City at the start of the fiscal year to provide the City with
real estate broker services in connection with the City's acquisition and disposition of various real property types in the City of Carson. Per the original scope of work, services were to include, but not be limited to:

- Assisting the City in the due diligence aspect of property valuation, marketing, and sale or leasing of property to potential developers
  Drafting Letters of Intent for purchase or leasing of the chosen real estate properties
- Providing advice concerning deal points in the negotiation and preparation of the Purchase and Sale Agreements, and being responsible for all aspects of the negotiation
- Providing comparable sales reports which will be provided to and reviewed with the City and its stakeholders via telephone conference or in person as it meets the needs of the City
- Notifying City of all purchase and lease offers made by eligible buyers or tenants by no later than twenty four hours within receipt of offer when feasible and in no event later than one calendar day after receipt

In the current fiscal year, Newmark has assisted the City with various real property transactions that have drawn down on the current contract amount, leaving a small balance for services through June 30, 2026. If approved, the amendment would provide a small supplement of funds for the remainder of the fiscal year. Additionally, staff is recommending an extension of Newmark's services for next fiscal year to provide the same scope of work, beginning July 1, 2026; for an additional year. Staff is forecasting a need for these services in light of anticipated economic and community development activity next year.

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. Given the aggregate contract amount exceeding the City Manager authority, execution of the amendment requires City Council approval.

V. FISCAL IMPACT

If the proposed Amendment No. 1 is approved, the contract services with Newmark of Southern California, Inc. will be increased by $100,000, resulting in a new not-to-exceed contract amount of $173,500. Of the total amendment amount, $15,000 will be utilized during the current Fiscal Year 2025–26 from Account No. 101-70-701-101-6004 within the adopted budget. The remaining $85,000 will be budgeted in Fiscal Year 2026–27 in account 101-70-730-101-6004 as this will serve as the new G/L due to new division being created .

VI. EXHIBITS

1. Newmark of SoCal, Inc., executed Contract Services Agreement
2. Newmark of SoCal, Inc., draft Amendment No. 1

Attachments

Exh. 1 - NEWMARK OF SOUTHERN CALIFORNIA 2025 JULY 8.pdf
Exh. 2 - NEWMARK Amendment No.1(2123795.1).pdf

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CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

NEWMARK OF SOUTHERN CALIFORNIA, INC.

Docusign Envelope ID: 7BB1E348-8B82-49EC-A7A1-C5525E1E408D

AGREEMENT FOR CONTRACT SERVICES BETWEEN THE CITY OF CARSON AND NEWMARK OF SOUTHERN CALIFORNIA, INC.

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 8th day of July, 2025 by and between the CITY OF CARSON, a California municipal corporation ("City") and NEWMARK OF SOUTHERIN CALIFORNIA, INC., a California corporation dba Newmark ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter jointly 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

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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.

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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 Three Thousand Five Hundred Dollars and Zero Cents (**$73,500.00**) (the "Contract Sum") plus 2% of the total sales price or lease consideration as commission out of the sale or lease proceeds upon closing of a transaction for purchase and sale or lease of property, unless additional compensation is approved pursuant to Section 1.8.

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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.

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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:

Christpher Beck	Senior Managing Director
(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 David C. Roberts, Jr., 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

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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

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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] DS Initial — 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

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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

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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 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

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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

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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 DS Initial

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]

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

CITY:

CITY OF CARSON, a municipal corporation

David C. Roberts, Jr., City Manager

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[rjl]

CONSULTANT:

NEWMARK OF SOUTHERN CALIFORNIA, INC., a California corporation

By: DocuSigned by:
Name: Nick DiPablo
Title: EVP, Market Leader #01355491

By: Signed by:
Name: Steve Kolsky
Title: 00997737
Address: 1875 Century Park East, Suite 1380
Los Angeles, CA 90067

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.

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ATTEST:

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ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[rjl]

CONSULTANT:

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By: DocuSigned by:
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Title: EVP, Market Leader #01355491

By: Signed by:
Name: Steve Kolsky
Title: 00997737
Address: 1875 Century Park East, Suite 1380
Los Angeles, CA 90067

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.

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ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[rjl]

CONSULTANT:

NEWMARK OF SOUTHERN CALIFORNIA, INC., a California corporation

DocuSigned by:

By: _____
BCAF0EED9044A00...

Name: Nick DiPaolo

Title: EVP, Market Leader #01355491

Signed by:

By: _____
0B23303F7E22408...

Name: Steve Kolsky

Title: 00997737

Address: 1875 Century Park East, Suite 1380
Los Angeles, CA 90067

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.

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 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

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EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services:

As directed by the City's Contractor Officer on an as-needed basis, provide the City with services generally provided by a real estate broker in connection with the City's acquisition and disposition of various real property types in the City of Carson. Such services will include but not be limited to:

- Assisting the City in the due diligence aspect of property valuation, marketing, and sale or leasing of property to potential developers
- Drafting Letters of Intent for purchase or leasing of the chosen real estate properties
- Providing advice concerning deal points in the negotiation and preparation of the Purchase and Sale Agreements, and being responsible for all aspects of the negotiation
- Providing comparable sales reports which will be provided to and reviewed with the City and its stakeholders via telephone conference or in person as it meets the needs of the City
- Notifying City of all purchase and lease offers made by eligible buyers or tenants by no later than twenty four hours within receipt of offer when feasible and in no event later than one calendar day after receipt

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

A. As detailed in Section I. above

B. As reasonably requested by City's Contract Officer

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. As reasonably requested by City's Contract Officer

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

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

A. Christopher Beck, Team Leader

B. Dain Fedora, Research and Analytics Director

C. Larry Wass, Senior Managing Director Financial Services

D. Jeff York, Managing Director Facilities & Project Manager

E. James Rorty, Senior GIS Analyst

F. Zac Caine, Associate Director

G. Gillian Sutton, Director Facilities & Project Manager

H. Rebecca Linck

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EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

The Agreement is hereby amended as follows (deletions shown in ~~strikethrough~~ and additions shown in ***bold italics***):

I. Section 1.8 (Additional Services) of the Agreement is hereby amended to read in its entirety as follows:

"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***, and until such written order is signed by 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."

II. The second paragraph of Section 2.4 (Invoices) of the Agreement is hereby amended to read in its entirety as follows:

"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 ***thirty*** ~~forty-five~~ (***30***~~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."

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

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"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** ~~one~~ (~~5~~1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D")."

IV. Section 4.1 (Representatives and Personnel of Consultant) of the Agreement is hereby amended to read in its entirety as follows:

"4.1 Representatives and Personnel of Consultant.

Christopher Beck, Consultant's Senior Managing Director, ~~The following principals of Consultant~~ ("Principals") ***is***~~are~~ hereby designated as being the principal~~s~~ and representative~~s~~ of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

~~Christpher Beck~~	~~Senior Managing Director~~
~~(Name)~~	~~(Title)~~
~~(Name)~~	~~(Title)~~
~~(Name)~~	~~(Title)~~

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It is expressly understood that the experience, knowledge, capability and reputation of the ~~foregoing~~ ***P***~~p~~rincipals were a substantial inducement for City to enter into this Agreement. Therefore, the ~~foregoing~~ ***P***~~p~~rincipals 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 ***his***~~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."

V. Section 4.4 (Independent Consultant) of the Agreement is hereby amended to read in its entirety as follows:

"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 ***expressly*** 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 ***general*** 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."

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VI. Section 4.5 (Prohibition Against Subcontracting or Assignment) of the Agreement is hereby amended to read in its entirety as follows:

"4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its ***P***~~p~~rincipals and ***its*** 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 ***terminated***~~void~~. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City."

VII. Section 5.1 (Insurance Coverages) of the Agreement is hereby amended to read in its entirety as follows:

"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) ***Business*** 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.

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(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 ***professional*** 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.~~"

VIII. Section 5.2 (General Insurance Requirements) of the Agreement is hereby amended to read in its entirety as follows:

"5.2 General Insurance Requirements.

~~All of~~ ***T***~~t~~he ~~above~~ policies of insurance ***specified in Sections 5.1(a) and (c)*** shall be primary insurance and shall ***include*** ~~name~~ the City, its elected and appointed officers, employees and agents as additional insureds ***with regard to claims arising out of Consultant's ongoing operations under this Agreement,*** and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's ***policies of insurance specified in Sections 5.1(a) and (c)*** ~~insurance~~. The insurer ***under each of said policies of insurance*** 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 ***specified in Sections 5.1*** 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 ***Consultant, which shall promptly forward to*** the City ***a copy of any such notice Consultant may receive***. 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

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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."

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IX. Section 7.2 (Disputes; Default) of the Agreement is hereby amended to read in its entirety as follows:

"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, ***but*** ~~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 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."

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EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall be compensated in accordance with the following, which will include any and all expenses:

A. Up to $73,500 to be paid in accordance with services completed in a satisfactory manner at the billing rates listed in Exhibit C-1; and

B. Upon closing of a transaction for purchase and sale or leasing of property, Consultant will be paid 2% of the total sale or lease consideration as commission out of the sale or leasing proceeds, irrespective of whether escrow closes after expiration or sooner termination of the Agreement Term.

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. This Section will not apply to Consultant's 2% commission. 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 $73,500.00 plus 2% commission as provided in Section 2.1 of this Agreement.

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

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EXHIBIT "C-1"
BILLING RATES

Managing Director and Above	$500.00 per hour
Senior Associate and Below	$250.00 per hour
Administrative Staff	$75.00 per hour

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EXHIBIT "D"
SCHEDULE OF PERFORMANCE

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

As directed by City's Contract Officer.

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

AMENDMENT NO. 1

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT NO. 1 TO THE AGREEMENT FOR CONTRACT SERVICES ("Amendment No. 1") by and between the CITY OF CARSON, a California municipal corporation ("City"), and NEWMARK OF SOUTHERN CALIFORNIA, INC., a California corporation ("Consultant"), is effective as of the _____ day of _____ 2026. City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated July 8, 2025 ("Agreement") whereby Consultant agreed to provide services generally provided by a real estate broker in connection with the City's acquisition and disposition of various real property types in the City of Carson ("Services"), for a five year term at a total Contract Sum of $73,500.00 ("Contract Sum") plus 2% of the total sales price or lease consideration as commission out of the sale or lease proceeds upon closing of a transaction for purchase and sale or lease of property.

B. City and Consultant have identified the need for continued Services at a rate that is higher than was anticipated at the time the Parties entered into the Agreement, resulting in the Parties needing to amend the approved Contract Sum by $100,000.00 thereby increasing the Contract Sum to $173,500.00.

C. The Parties also seek to reduce the Term from five years to a date expiring June 30, 2027.

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. 1 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. Recitals. The Recitals set forth above are incorporated into and are a part of this Amendment No. 1.

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

3. Contract Changes. The Agreement is amended as provided herein (added text shown in ***bold italics***, deleted text in ~~strikethrough font~~).

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

"2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ***One Hundred*** Seventy Three Thousand Five Hundred Dollars and Zero Cents (***$173,500.00*** ~~73,500.00~~) (the "Contract Sum") plus 2% of the total sales price or lease consideration as commission out of the sale or lease proceeds upon closing of a transaction for purchase and sale or lease of property, 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 five (5) years from the date hereof~~, ***no later than June 30, 2027***, except as otherwise provided in the Schedule of Performance (Exhibit "D")."

C. Sections I. and IV. of Exhibit C (Schedule of Compensation) of the Agreement are hereby amended to read as follows:

"I. Consultant shall be compensated in accordance with the following, which will include any and all expenses:

A. Up to ***$173,500*** ~~$73,500~~ to be paid in accordance with services completed in a satisfactory manner at the billing rates listed in Exhibit C-1; and"

"IV. The total compensation for the Services shall not exceed ***$173,500*** ~~$73,500.00~~ plus 2% commission as provided in Section 2.1 of this Agreement."

4. Continuing Effect of Agreement. Except as amended by this Amendment No. 1, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 1, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment No. 1 to the Agreement.

5. Affirmation of Agreement; Warranty Re Absence of Defaults. City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement and Amendment No. 1. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided

herein, Amendment No. 1. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 1, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment No. 1, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

6. Adequate Consideration. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

7. Authority. The persons executing this Amendment No. 1 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 1 on behalf of said party, (iii) by so executing this Amendment No. 1, such party is formally bound to the provisions of this Amendment No. 3, and (iv) the entering into this Amendment No. 1 does not violate any provision of any other agreement to which said party is bound.

8. Counterparts. This Amendment No. 1 may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Amendment No. 1.

[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney

CONSULTANT:

NEWMARK OF SOUTHERN CALIFORNIA, INC., a California corporation

By: Signed by: Steve Kolsky 93D2903F7E2240B...
Name: Steve Kolsky
Title: 00997737

By: DocuSigned by: DCAF6EED964A400...
Name: Nick DiPaolo
Title: EVP, Southwest Market Leader

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

Report to Honorable Mayor and City Council

CONSENT 30.

To: Honorable Mayor and City Council

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

Subject: CONSIDER ADOPTION OF RESOLUTION NO. 26-044, A RESOLUTION REVISING COMMERCIAL FAÇADE IMPROVEMENT PROGRAM GUIDELINES (CITY COUNCIL)

I. SUMMARY

On June 21, 2022, the City Council established the Citywide Commercial Facade Improvement Program ("Program") through adoption of Resolution No. 22-131 and appropriated funding for the Program through Resolution No. 22-132. Since implementation of the Program, staff has worked with property owners and business operators throughout the City to facilitate facade improvements and commercial revitalization projects.

Based on staff experience administering the Program, staff has prepared revised Program Guidelines to clarify eligibility requirements, improve the application and review process, better align the Program with current City planning objectives, and establish additional flexibility for targeted commercial corridors.

The proposed revisions include, but are not limited to, the following:

- Clarification that eligible properties must be lawfully developed and located within commercial, mixed-use, or other nonresidential zoning districts where commercial uses are permitted under the City's current General Plan and Zoning Ordinance;
- Clarification that commercial tenant spaces within mixed-use developments may participate where improvements are limited to the commercial portion of the property;
- Clarification regarding reimbursable design, architectural, and permit costs;
- Expansion and clarification of eligible and ineligible uses of Program funds;
- Clarification of standards applicable to signage, code corrections, ADA improvements, and related exterior rehabilitation work;
- Clarification of reimbursement and reapplication rules;
- Establishment of a special one-time no-match grant opportunity for eligible properties located along the north side of East Carson Street between Harbor View Avenue and Santa Fe Avenue; and
- Administrative revisions to improve readability, consistency, and ease of Program implementation.

The proposed revised Program Guidelines is included under Exhibit No. 2.

II. RECOMMENDATION

WAIVE further reading and ADOPT Resolution No. 26-044, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, AMENDING THE GUIDELINES TO THE CITYWIDE COMMERCIAL FAÇADE IMPROVEMENT PROGRAM"

III. ALTERNATIVES

TAKE another action as deemed appropriate by the City Council, consistent with applicable legal requirements.

IV. BACKGROUND

The Commercial Facade Improvement Program was adopted to facilitate commercial revitalization, stimulate private investment, preserve and beautify commercial corridors, improve the physical image of the City, and promote shopping, tourism, and a more attractive pedestrian environment through facade and site improvements.

Since adoption of the Program, staff has worked directly with numerous applicants and has identified areas where the existing Guidelines could be clarified or improved. In particular, the original Guidelines did not clearly address mixed-use projects, reapplication eligibility, funding priorities, design reimbursement requirements, or how staff should prioritize limited Program funds. The existing Guidelines also contained references to outdated General Plan language.

The proposed revisions are intended to address these issues while preserving the overall structure and purpose of the Program. The revised Guidelines continue to prioritize revitalization along Avalon Boulevard, Main Street, Sepulveda Boulevard, Carson Street, and Figueroa Street, while also allowing flexibility to support other heavily traveled commercial corridors where appropriate.

In addition, the revised Guidelines establish a targeted corridor incentive for properties located along the north side of East Carson Street between Harbor View Avenue and Santa Fe Avenue. Based on the concentration of aging commercial properties, longstanding disinvestment, and the need to encourage visible improvements within this area, the revised Guidelines provide that eligible properties within this corridor may receive a one-time City grant without a matching contribution requirement, subject to available funding and approval. Staff believes this targeted approach is appropriate to encourage initial participation and catalyze additional private investment in this corridor.

KEY REVISIONS

The principal revisions to the Program Guidelines are summarized below:

1. **Eligibility Clarification**
   The revised Guidelines clarify that eligible properties must be lawfully developed and located within commercial, mixed-use, or other nonresidential zoning districts where commercial uses are permitted under the City's current General Plan and Zoning Ordinance.
2. **Mixed-Use Development Eligibility**
   The revised Guidelines expressly allow commercial tenant spaces within mixed-use developments to participate in the Program where improvements are limited to the commercial portion of the project.
3. **Funding Priorities and Selection Criteria**
   The revised Guidelines establish new criteria for prioritizing limited Program funds, including visibility, degree of blight, readiness to proceed, consistency with corridor revitalization goals, and economic revitalization benefits.
4. **Grant Structure and Reapplication**
   The revised Guidelines clarify the distinction between the one-time no-match grant, matching grants, and larger grants for multi-tenant commercial centers. The revisions also clarify when a property may reapply for additional assistance.
5. **East Carson Street Corridor Exception**
   The revised Guidelines establish a one-time no-match grant exception for eligible properties located along the north side of East Carson Street between Harbor View Avenue and Santa Fe Avenue.
6. **Administrative and Formatting Revisions**
   The revised Guidelines include additional clarification regarding reimbursement procedures, design consultation, code compliance, signage improvements, and other implementation details. The revisions also improve organization and readability.

CEQA ANALYSIS

The proposed action consists of the adoption of revised administrative guidelines for an existing City program. The proposed action does not commit the City to any specific project or physical improvement and, therefore, is not a "project" under Section 15378 of the State CEQA Guidelines, as it can be seen with certainty that there is no possibility that adoption of the revised Guidelines may have a significant effect on the environment.

Alternatively, to the extent the action could be considered a project, it is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3) (common sense exemption) and Section 15308 (actions by regulatory agencies for the protection of the environment). Future individual façade improvement projects funded under the Program will continue to be subject to project-specific CEQA review, as applicable, prior to approval or funding.

V. FISCAL IMPACT

No fiscal impact. The proposed revisions do not appropriate additional funding or increase the total Program funding previously authorized by the City Council. Instead, they clarify the administration of existing funds. The revisions may increase Program participation and create additional demand for future funding. If additional funding is needed, staff will return to the City Council with a separate appropriation request at a later date.

VI. EXHIBITS

1. Resolution No. 26-044 approving the revised Commercial Façade Improvement Program Guidelines.
2. Revised Commercial Façade Improvement Program Guidelines

Attachments

Resolution No. 26-044.pdf

English_Program Guidlines_Commercial Facade Improvement Program_Updated 04.28.26.pdf

RESOLUTION NO. 26-044

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, AMENDING THE GUIDELINES TO THE CITYWIDE COMMERCIAL FAÇADE IMPROVEMENT PROGRAM

WHEREAS, the City Council desires to establish a Commercial Façade Improvement Program to help business owners enhance the appearance of the location of their businesses, thus attracting more consumers to the City and improving the vitality of the City; and

WHEREAS, the City Council has determined that, in order to make the program more accessible to Carson businesses, the Commercial Façade Improvement Program shall be offered to businesses along the East Carson Street corridor without any matching-fund requirement from participating property or business owners; and

WHEREAS, updating the Commercial Façade Improvement Program guidelines is consistent with the Economic Development Strategic Plan's directive to strengthen support for small businesses, enhance commercial corridors, and promote equitable economic opportunity; and

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

Section 1. The following amendment(s) will be made to guidelines of the Commercial Façade Improvement Program Exhibit "A" attached hereto and incorporated herein by this reference.

Section 2. The City Clerk shall certify to the adoption of this resolution and shall keep a copy of this resolution of file, and effective as of May 5, 2026, the same shall be in force and effect.

PASSED, APPROVED, and ADOPTED this 5th day of May, 2026.

_____

Mayor, Lula Davis-Holmes

ATTEST:

_____

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

_____

Sunny K. Soltani, City Attorney

EXHIBIT “A”

PROGRAM GUIDELINES

SEE ATTACHED

CITY OF CARSON

COMMERCIAL FAÇADE IMPROVEMENT PROGRAM

PROGRAM GUIDELINES

APPLICATION

Updated 04/09/2026

The Commercial Façade Improvement Program ("Program") provides financial assistance to eligible property owners and authorized commercial tenants for the improvement of commercial buildings and structures within the designated commercial areas of the City of Carson (collectively, the "Target Areas").

The goal of the Program is to facilitate commercial revitalization, stimulate private investment, preserve and beautify commercial corridors, improve the physical image of the City, and promote shopping, tourism, and a more attractive pedestrian environment through enhancements to design, color schemes and building façades using City of Carson ("City") funds.

The Program is intended to provide financial assistance for eligible façade improvements and certain related code corrections for commercial buildings and commercial tenant spaces within mixed-use developments located in the Target Areas, and to support revitalization of the City's commercial building stock. For purposes of the Program, "commercial" shall mean any lawful nonresidential use permitted by the City's Zoning Ordinance. The Program shall be implemented in accordance with these Program Guidelines. The City of Carson Community and Economic Development Department and its designee(s) (collectively, "Program staff" or "staff") shall be responsible for Program implementation. The Director of the Community and Economic Development Department shall be responsible for Program oversight.

EQUAL OPPORTUNITY

Applicants will not be discriminated against on the basis of race, color, religion, sex, sexual orientation, creed, ancestry, national or ethnic origin, age, family or marital status, disability, or any other protected characteristic under applicable law. In addition, applicants shall not discriminate in the use, occupancy, or awarding of contracts with respect to the property rehabilitated with Program assistance.

SECTION I - BACKGROUND AND LEGAL GUIDELINES

Background

The City of Carson Charter, Section 206, authorizes a comprehensive set of economic development incentives and programs to promote development given the unique environmental constraints in the City of Carson, to create jobs and to preserve the sound fiscal basis of the City. The City's Charter powers include the authority to enter into agreements, and to loan, grant, fund, or finance projects which will provide public benefit and protect the public health, safety and welfare of the community, which programs may be carried out singly or in combination in a manner to promote the economic development objectives set forth in Section 206 of the Charter. Government Code Section 53803 authorizes the City to provide financial incentives to businesses to promote economic activity, including the assistance with commercial revitalization.

This Citywide Façade Improvement Program ("Program") establishes a variety of specific goals for commercial development of the City of Carson as part of a citywide economic development strategy. These goals frame the near-term economic development objectives for the City during a period of significant change.

Many commercial corridors in Carson have lagged the progress recently made in the city's core. Over the past 30 years, the City and former Redevelopment Agency have tried to incentivize development in the city through the creation of redevelopment project areas, with some success, but the overall vitality of the community was at a level that these were likely to see significant development activity only after other major projects were completed, such as the Former Cal Compact Landfill.

The focus of this program is commercial buildings and centers located along the following corridors: Avalon Boulevard, Main Street, Sepulveda Boulevard, Carson Street, and Figueroa Street. Commercial properties on other heavily traveled streets will be considered if they are near the intersections of the major streets.

Many of these areas were in former Project Areas of the former Redevelopment Agency, and under Redevelopment Law the Agency (or "RDA") would have been able to undertake a number of the projects and programs described herein. However, all redevelopment agencies in California were dissolved under State Law in the 2011-2012 year.

The lesser economic vitality of the City's commercial corridors has prompted the City to develop mechanisms to spur development in these key commercial areas.

On the north end, the lack of population density and appropriate retail development sites has made traditional retailing along Avalon Boulevard difficult. There is little non-restaurant "retail" in the stretch from the northern corporate limits to Del Amo Boulevard, with the exception of two "dollar" stores, a convenience store, a drug store, a liquor store, and a small handful of other shops. The growth in the area has been in housing,

particularly in the two communities developed along Victoria, but the traffic speeds and lack of pedestrian amenities along Avalon have made even restaurant businesses struggle.

The south end of Avalon also faces issues, especially with vacant and blighted properties near the Sepulveda Boulevard intersection. Main Street has some commercial centers but most of the commercial activity is at the major intersections of Lomita, Sepulveda, 223rd, and Carson Street. Likewise, Figueroa has a small amount of commercial frontage with most of its activity at Sepulveda (Target), the Carson Street intersection and the shopping Center at Torrance Boulevard.

Finally, Carson Street remains the other signature commercial street in the city but is generally characterized by individual buildings or smaller shopping centers, except for grocery-anchored centers at Main Street and Avalon Boulevard. It also extends the full width of the city, from the 110 Freeway to Santa Fe Street.

The particular challenges along each of these corridors suggest the need for a multi-year incentive program.

Project Area Goals

For the purposes of the Program description, the goals for the commercial corridors are consolidated and summarized below.

Create a Stronger Local Economy. Strengthen the economic base of the corridors and the community at large by supporting needed site improvements and encouraging commercial investment, employment, and economic growth. Establish financial mechanisms to assist and encourage commercial development opportunities.

Improve Public Infrastructure and Services. Provide necessary public improvements, including but not limited to flood control facilities, street improvements, parking supply, and traffic circulation. Develop emergency, cultural, recreational, maintenance, operational, and other services and facilities.

Use Land Wisely. Encourage land assembly and site planning that support integrated development and improved pedestrian and vehicular circulation. Promote investment in areas that are stagnant, underutilized, or otherwise in need of revitalization.

Eliminate Blight. Eliminate deteriorating buildings, incompatible and uneconomic land uses, and other environmental, economic, and social

deficiencies; improve the overall appearance of buildings, streets, parking areas, schools, and other facilities, and assure that all buildings are safe for people and businesses to occupy.

Protect and Enhance Community Character. Preserve architecturally, historically, and visually significant structures and sites, and promote urban design standards that enhance corridor identity, unity, and community character.

All economic development activities are pursued with the intention to seek communitywide benefits that create a more cohesive and unified community by strengthening the physical, social, and economic ties between various land uses. The City encourages community and property owner involvement and citizen participation in the adoption of policies, programs, and projects so as to ensure that the Economic Development Plans are implemented in accordance with the objectives and goals of the General Plan. As necessary, the City encourages the coordination, cooperation, and assistance of other local agencies to ensure that projects are implemented to their fullest and most practical extent.

The City may evaluate Program effectiveness on an annual basis using measures that include, but are not limited to, the following:

- Number of properties, storefronts, and tenant spaces improved through the Program;
- Total amount of City funds awarded and total amount of private matching funds leveraged;
- Number and extent of façade, signage, landscaping, lighting, and other site improvements completed;
- Number of properties where code-related deficiencies, nonconforming signage, or other blighting conditions were corrected;
- Reduction in long-term vacancies within priority commercial corridors;
- Number of new or retained businesses operating at participating properties;
- Amount of follow-on private investment associated with participating properties;
- Geographic distribution of improvements among the City's priority commercial corridors; and
- Degree to which completed projects advance the Program's goals of commercial revitalization, improved community appearance, and corridor identity.

SECTION II - FAÇADE IMPROVEMENT GUIDELINES

The Program may provide grants **up to $2,500** with no matching contribution required, as well as matching grants of up to $25,000 for eligible applicants contributing private funds on a dollar-for-dollar basis. The Program may also offer design guidance and, where feasible, coordinated or streamlined review of eligible improvements.

ELIGIBLE USES OF FUNDS ARE FOR:

- Exterior Signs (installation of new or repair or replacement of legally installed and mounted signs; including neon or halo-lit signs);
- Awnings, canopies, or sunshades (installation of new or repair or replacement of fixed metal or fabric awnings), which could include perpendicular wall-mounted castle banners (without signage);
- Painting or exterior surface treatment (stucco, tile, stone, or brick replacement or repair);
- Asphalt paving, replacement or repair of tiles or decorative pavers (not in the public right-of-way); sidewalk or courtyard repaving (not in the public right-of-way);
- Repair or replacement of masonry walls or footings;
- Outdoor lighting (installation of new exterior lighting fixtures; repair or replacement of existing exterior lighting fixtures);
- Installation, repair or replacement of decorative or security fencing;
- Replacement of plate glass windows; re-glazing of windows or change of window mullions with the approval of architectural application by the City;
- Installation or replacement of outdoor landscaping and fountains;
- Design, architectural, and permit costs directly related to eligible façade improvements, subject to Director approval; provided that, to be eligible, such work shall be prepared with prior City consultation or as otherwise authorized by Program staff. Plans prepared or submitted without prior City input may be deemed ineligible for reimbursement or funding if they do not align with Program objectives or required approvals.
- Building and Health Code violations, seismic upgrades, and ADA compliance requirements, where identified by the City and directly related to eligible exterior rehabilitation work; and
- Other exterior improvements approved by the Director that further the purposes of the Program.

USES NOT ELIGIBLE:

Funds may not be used for improvements that are not permanent or mounted or affixed to the building or the sidewalk. Ineligible uses include but are not limited to:

- Vinyl window signage/lettering;
- Portable signs, including sandwich boards and A-frame signs, and signs not mounted or attached to storefronts;
- Flags or banners;
- Benches and trash receptacles;
- Tables, chairs, or umbrellas;
- Code deficiencies not related to work that will be performed as a part of the façade improvements; and
- Any improvement items required by the City under separate action(s), including but not limited to Planning Division conditions of approval or code enforcement notices.

ELIGIBLE APPLICANTS:

Priority consideration shall be given to properties located along Avalon Boulevard, Main Street, Sepulveda Boulevard, Figueroa Street, and Carson Street, excluding the SouthBay Pavilion and other regional shopping mall properties unless specifically authorized by the Director based on a demonstrated public benefit. Properties on other major commercial corridors may also be considered where the project would provide significant visual, economic, or corridor revitalization benefits.

Properties located on the north side of East Carson Street between Harbor View Avenue and Santa Fe Avenue may be eligible for a corridor-specific one-time no-match grant, as set forth in Section II.

Buildings or structures eligible for rehabilitation under this Program must be lawfully developed and located within commercial, mixed-use, or other nonresidential zoning districts where commercial uses are permitted under the City's current General Plan and Zoning Ordinance, as determined by the City. Residential uses are not eligible, except that commercial tenant spaces within mixed-use developments may qualify where the proposed improvements are limited to the commercial portion of the property.

Participation in this Program requires that the subject property is, and will continue to be, used for lawful commercial purposes in accordance with the City's Zoning Ordinance.

All taxes, assessments, and insurance premiums currently due on the property must be paid before grant funds may be awarded. The property must also be adequately

insured, including fire and flood insurance where applicable, as necessary to protect the interests of the owner and the City.

For purposes of this Program, a “multi-tenant commercial center” means a unified commercial development under common ownership or management containing at least three separate tenant spaces operating or intended to operate as an integrated center. Individual buildings with only two tenant spaces shall not qualify for the multi-tenant center funding category unless the Director determines that the property functions as a commercial center of comparable scale and visibility.

GRANT AMOUNTS AND MATCHING REQUIREMENT:

A. Small Project Grant. Eligible applicants may receive reimbursement of up to **$2,500** with no matching contribution required. This no-match grant is intended as a one-time funding opportunity per property, unless otherwise approved by the Director due to exceptional circumstances and available funding.

B. Corridor-Specific No-Match Grant Exception. Notwithstanding any other provision of these Guidelines, eligible properties located on the north side of East Carson Street between Harbor View Avenue and Santa Fe Avenue may receive a one-time grant from the City without a matching contribution requirement, subject to available funding and approval by the Director. The amount of such grant shall be determined by the City in accordance with the scope of eligible improvements and Program funding availability, and may exceed $25,000 per business. Properties receiving assistance under this subsection shall be subject to all other applicable Program requirements unless otherwise specified by the City.

C. Matching Grant. Eligible applicants may receive reimbursement above $2,500 and up to a maximum City contribution of **$25,000**, provided the applicant contributes matching private funds on a dollar-for-dollar basis for the amount above the initial $2,500 threshold.

D. Reimbursement Basis. All grants are awarded on a reimbursement basis only. Applicants must provide evidence of completed work, proof of payment, and all required permits and approvals before reimbursement will be issued.

E. Multi-Tenant Commercial Centers. Owners of eligible multi-tenant commercial centers may apply for reimbursement up to **$250,000** on a dollar-for-dollar match basis for comprehensive exterior rehabilitation projects. To qualify, the proposed improvements must substantially improve the overall visual appearance, design cohesion, and functionality of the center. Eligible center-wide improvements may include, but are not limited to, coordinated signage, awnings or canopies, façade refinishing, paving, lighting, windows, fencing, landscaping, and related design features. The City may determine that recently completed or code-compliant improvements need not be replaced where they already support the goals of the Program.

F. Reapplication. An applicant may submit only one no-match grant application per property. Properties that have previously received the one-time no-match grant of up to $2,500 shall not be eligible for an additional no-match award. Reapplication for future matching grants or additional phases of work may be considered only where the applicant demonstrates substantial new improvements, continued property eligibility, and available program funding, as approved by the Director.

PROJECT SELECTION AND FUNDING PRIORITY:

Because program funds are limited, eligibility does not guarantee funding. Complete applications may be prioritized by the City based on one or more of the following:

1. Visibility from major corridors or intersections;
2. Extent of existing façade deterioration or blighting conditions;
3. Degree of public-facing visual improvement;
4. Correction of code issues directly associated with façade improvements;
5. Economic revitalization benefit, including support for active commercial occupancy;
6. Readiness to proceed, including complete plans, permits, and matching funds;
7. Consistency with corridor revitalization goals and adopted City plans.

The Director may approve, conditionally approve, deny, or defer applications based on these criteria and available funding.

Program review shall occur in two phases:

Phase 1 – Preliminary Eligibility and Concept Review. Staff will determine basic applicant and property eligibility and review the proposed conceptual improvements. Preliminary review does not reserve or commit funding.

Phase 2 – Final Funding Approval. Funding may be reserved only after the applicant submits all required plans, cost estimates, matching fund documentation if applicable, insurance materials, and required City approvals, and after execution of a Façade Improvement Grant Agreement by the City.

REHABILITATION STANDARDS:

All work performed under the provisions of this Program shall meet all applicable standards contained in the City's adopted zoning ordinance, local building and safety codes, and such other codes as designated by the Planning and Building and Safety Divisions. The City’s Municipal Code and Zoning Ordinance are available on the City’s website.

The City has determined that Program assistance may be used only for eligible exterior rehabilitation items and Americans with Disabilities Act (“ADA”) compliance improvements. Such exterior improvements may include, but are not limited to, exterior refinishing, new attached signage, and building façade improvements.

The scope of work anticipated under the Program generally addresses exterior blighting conditions. As such, property inspections are generally focused on the exterior of the structure and general site conditions. In the course of any inspection which results in the disclosure of a code deficiency such as faulty wiring, plumbing, fire protection, means of egress, or other such deficiency, it shall be the responsibility of the owner to correct all identified deficiencies prior to Program participation.

Notwithstanding the foregoing, in the event that the code deficiency is directly associated with work that will be performed as a part of the façade improvements (e.g.: a substandard entry door which is of insufficient size and lacks panic hardware, which will be replaced as a component of a new storefront), then such repairs may be included within the allowable scope of work under the Program.

Accordingly, Program assistance may be used for Building and Health Code violations, seismic upgrades, and ADA compliance improvements where identified by the City and where directly related to eligible exterior rehabilitation work. However, activities funded under the Program are generally limited to the exterior of the building and required ADA-related improvements approved by the City. The eligibility of any costs for ADA barrier removal under the Program is subject to Director approval. Typical allowable ADA improvements include improvements of entryway, path of travel, handicap bathroom access, and ADA parking spaces.

All Program improvements must be physically attached to the property and permanent in nature. Program staff may recommend specific improvements based on site analysis, design review, or architectural recommendations.

As part of project review, the City may require the removal, replacement, or modernization of nonconforming, deteriorated, visually incompatible, or outdated signage, including pole signs, where necessary to achieve the objectives of the Program, comply with applicable sign regulations, or support an approved center-wide signage program.

APPLICATION REVIEW AND APPROVAL PROCESS:

Applications are available in the Community and Economic Development Department. With the exception of the "*Corridor-Specific No-Match Grant Exception*" properties, all applicants are required to hire the contractor and is responsible for obtaining design approvals. The City shall assist in scoping the project and will reimburse the applicant for work performed, based on submittal of evidence of work performed and paid. For the "Corridor-Specific No-Match Grant Exception" properties, the City will issue payments directly to contractors rather than to applicants. As a result, applicants will not receive direct reimbursements from the City unless otherwise approved by the Director in cases of extenuating circumstances.

Staff shall receive and review completed applications on a rolling basis. Applications shall be evaluated for completeness, eligibility, and consistency with Program priorities.

Because funding is limited, complete applications may be considered in light of the selection criteria set forth in these Guidelines, and eligibility alone shall not guarantee funding. The City shall not be committed to provide financial assistance until all required processing steps have been completed and the applicant has entered into an Improvement Grant Agreement with the City.

Funding is limited and subject to availability. When all available program funds have been reserved for the fiscal year, unfunded applicants shall be placed on the Program Interest List. These unfunded applicants will have first priority when additional funds become available, if necessary, and will be notified and may re-apply to the Program at such time.

In the course of performing an initial application review, staff will perform the following tasks:

1. Review application for completeness and eligibility of the applicant and property.
2. If upon review of the application staff determines the applicant and property are ineligible, inform the applicant in writing of such determination.
3. If upon review of the application staff determines the applicant is eligible, Staff will log the application into the program database.
4. Obtain a property information report from the City's GIS system or other property information service provided by the City's title company. This report must include the Assessor's Parcel Number, square footage, year built, ownership information, flood zone information, transaction history, and other pertinent information used to verify property type, size, age, value, and physical location.
5. Determine whether the proposed rehabilitation is consistent with the goals of the City, the property owner, and the Program.
6. Once an applicant has been determined to meet eligibility requirements and the project has received preliminary staff approval, Program staff may conduct an initial site inspection and confer with the property owner or applicant to develop a preliminary scope of work and identify the type of assistance being requested.

As a goal, processing time from the date the Program determines that the applicant is eligible for assistance under the Program until a grant is approved or denied shall be 60 days.

ENVIRONMENTAL REVIEW:

The California Environmental Quality Act ("CEQA") requires environmental review, as applicable, before City funds may be committed or released for a project.

As such, environmental forms must be completed and approved prior to releasing funds. A Determination of Categorical Exemption, Statutory Worksheet, and Level of Environmental Review form will generally address anticipated typical commercial rehabilitation activities contemplated under the Program. Staff shall ensure that

appropriate documentation is prepared and signed by the City's authorized official prior to the commitment of Program funds. Copies of the environmental review documentation shall be maintained in the project file.

FAÇADE IMPROVEMENT GRANT AGREEMENT:

The Façade Improvement Grant Agreement is an agreement between the City and the Owner that links the grant documents to the completion of the Façade Improvement Project by the Owner. It is a contract between the City and the applicant setting forth the terms and conditions of the grant of Program funds, specifically:

a. Source of funding.

b. Applicable funding source requirements.

c. Conditions of program eligibility.

d. Amount granted.

e. Basic use of the funds.

At all times throughout the application and pre-construction phases, it is critical that Staff emphasize to owners both verbally and in any written correspondences that absolutely no Program funds have been committed or approved by the City until the designated Program representative signs the Improvement Agreement. Only after this occurs can funds be encumbered.

FLOOD AND HAZARD INSURANCE REQUIREMENTS:

Applicants are obligated to carry sufficient hazard insurance coverage on the subject property to be rehabilitated under the provisions of this Program. Prior to any grant or loan assistance, minimum fire insurance coverage shall be provided in an amount which is equivalent to the value of the subject building or structure including the proposed rehabilitation improvements. Uninsured applicants must obtain coverage in the required amount prior to receiving grant and/or loan assistance. Applicants in a "Flood Hazard Area" will be required to purchase flood hazard insurance. This requirement may be waived for emergency repairs, at the discretion of the City.

APPLICATION FORM (Page 1/4)

APPLICANT INFORMATION

Business Name:	
Business Address:	
Applicant's Name:	
Address:	
Phone:	
Email:	

PROJECT DESCRIPTION

Description of Requested Improvements: **_____** **_____** **_____** **_____** **Estimated Cost:_____** **Is this your estimated cost, or have you obtained a bid or estimate from an architect or contractor?** **____self ____ contractor ____architect** **(Please provide a copy of estimate if available)**	**Please note that the maximum no-match grant is $2,500. Applicants may request additional reimbursement, up to a maximum City contribution of $25,000, on a dollar-for-dollar matching basis for eligible improvements above the initial $2,500 threshold. Property owners of eligible multi-tenant commercial centers undertaking center-wide improvements may be eligible for reimbursement up to $250,000 on a dollar-for-dollar match basis.** **Amount applying for:** **$_____**

APPLICATION FORM – (PAGE 2/4)

PROPERTY INFORMATION

FOR OWNER OCCUPANTS	*FOR TENANT/LESSEES*
I hereby certify that I am the owner of my business property. The property is vested (owned) under the following name: **Property Owner Legal Name:** _____ **Contact Information:** _____ _____ _____ **Assessors Parcel Number:** _____	**I am a lessee/renter of the space for which I am applying for a Façade Improvement Grant. The owner of the property is:** _____ **Contact information for the property owner:** _____ _____ **Remaining years on lease term: _____** **Assessors Parcel Number:** _____

APPLICATION CHECKLIST - (Page 3/4)

To complete the application, all applicants must provide:

- ☐ 1. Application (Completed and Signed by Applicant)
- ☐ 2. If incorporated, evidence that applicant has authorization to apply for program
- ☐ 3. Verification of Property Ownership, if owner (Title or Deed of Trust)
- ☐ 4. Evidence of Tenant's Right to Make Improvements, if tenant or lessee (Signed)
- ☐ 5. Description of Scope of Work
- ☐ 6. Proposed Construction Schedule/Timeline
- ☐ 7. Estimate or Bid, if available
- ☐ 8. Copy of Valid Carson Business License (Applicant, if applicable)
- ☐ 9. Copy of Valid Carson Business License (Contractor hired to perform work, required)
- ☐ 10. Copy of Contractor's License
- ☐ 11. Proof of contractor's general liability insurance
- ☐ 12. Proof of Contractor's workers' compensation insurance, as applicable
- ☐ 13. Proof of applicant's commercial property insurance
- ☐ 14. Any additional insurance documentation required by the City or the Improvement Grant Agreement
- ☐ 15. W-9 (Any reimbursements awarded will be made to the address listed on the W-9)
- ☐ 16. DUNS (Dun & Bradstreet's Data Universal Numbering System) Number (if applicable)
- ☐ 17. Photos of the existing property, including all existing improvement items proposed to be replaced; aerial or drone photos may also be included if available.

No assistance may be provided for any contract awarded before the application is approved and an Improvement Grant Agreement is entered with the City. Once the application is deemed complete by the City, the applicant must provide the following:

- ☐ Signed Improvement Grant Agreement, including City-approved detailed scope of work and plans
- ☐ Evidence of Planning Division approval
- ☐ Evidence of required permit approvals from the City of Carson
- ☐ If claiming cash match, provide verification of funds availability (loan agreement, canceled checks, etc.)

APPLICATION CERTIFICATION - (Page 4/4)

I hereby declare that the foregoing information is true and correct to the best of my knowledge. I authorize the City of Carson to verify the information to determine my eligibility and to conduct an inspection of my property. I understand that as the applicant I will hire the contractor and am responsible for obtaining design approvals. I understand that the Program provides that the City will reimburse the applicant for work performed, based on submittal of evidence of work performed and paid, and that the City will not pay contractors or vendors directly.

_____ _____

Applicant Date

City of Carson – Department of Community & Economic Development
701 E. Carson Street, Carson, CA 90745
Phone Number: 310-952-1700 Ext. 1310
Email: smallbusiness@carsonca.gov

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

CONSENT 31.

To: Honorable Mayor and City Council

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

Subject: CONSIDER APPROVAL OF A PURCHASE ORDER WITH SHAW INDUSTRIES, INC. FOR FLOORING MATERIALS AND SUPPLIES FOR THE CARSON EVENT CENTER (CITY COUNCIL)

I. SUMMARY

Staff is requesting City Council approval to issue a purchase order for materials and supplies for Capital Improvement Project No. PW1835, also known as the Carson Event Center Flooring Project. The existing carpet at the facility has reached the end of its useful life and is showing clear signs of wear, including fraying and deterioration. If not addressed, these conditions could create tripping hazards and pose safety risks to staff and visitors. To improve safety and ensure long-term durability, staff recommends replacing the existing carpet with a more durable flooring system that includes Luxury Vinyl Plank (LVP), a high-quality, long-lasting flooring material, and an epoxy-based moisture barrier designed to prevent damage from underlying moisture. Additional detail is provided in the summary section of this report explaining why this moisture mitigation treatment is the most effective option compared to other available methods for preventing water and vapor intrusion. This evening's request is limited to purchasing the materials and supplies at this time, which allows the City to secure competitive pricing and ensure the materials are available when needed.

To complete this purchase, staff is requesting approval to issue a purchase order to Shaw Industries, Inc. using a cooperative purchasing agreement. A cooperative purchasing agreement allows the City to use pricing that has already been competitively bid and secured by another public agency, helping save time and ensure cost competitiveness without conducting a separate full bidding process. This approach is permitted under the City's Municipal Code and complies with the City's purchasing requirements. The total amount for the materials and supplies will not exceed $129,309.59. At the same time, staff is separately conducting a formal competitive bidding process to select a contractor for the installation work. A separate item recommending approval of the installation contract will be brought to the City Council for consideration at the May 20 meeting.

II. RECOMMENDATION

APPROVE a Purchase Order with Shaw Industries Inc., for flooring materials and supplies for a total not-to-exceed amount of $129,309.59 (Exhibit 1); utilizing the cooperative purchasing bidding exemption pursuant to CMC 2611(g) and Omnia Partners cooperative purchasing agreement #2020002144 for purposes of compliance with the bidding requirements of the purchasing ordinance.

III. ALTERNATIVES

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

IV. BACKGROUND

The existing carpeting at the Carson Community Center has been in place for several years and is now nearing the end of its useful life. There are clear signs of wear and tear, particularly in high-traffic hallways and common areas where the flooring is used most frequently. In addition to its physical condition, the carpet no longer meets the City's desired standard for a clean, modern, and welcoming public facility.

To address these concerns, staff is recommending the purchase of new flooring materials from Shaw Industries, Inc. The proposed flooring is a commercial-grade Luxury Vinyl Plank (LVP), which is a durable, hard-surface material designed to withstand heavy use while providing an updated and more attractive appearance. Compared to carpet, LVP is easier to clean, more resistant to spills, and better suited for facilities with high daily foot traffic. To further protect this investment, the project includes a specialized epoxy-based moisture barrier that is applied to the concrete surface beneath the flooring. This treatment helps prevent moisture from damaging the new flooring over time and allows the City to receive a long-term manufacturer warranty, helping ensure the flooring performs well for many years.

On March 11, 2026, the City Council approved funding in the amount of $300,000 to move forward with this project, with a focus on improving areas of the Community Center that are frequently used by the senior community. These areas include the East Wing Hallway, East Wing Activity Room, East Wing Lounge, International Room, and Rooms 122 A, B, and C. At that time, staff also approved the specific flooring product to be used, Solitude LVT in the color "Fawn", which is included as an exhibit to this report.

As part of the overall project, the City is following a two-step approach: purchasing the materials first, and then selecting a contractor to perform the installation. For the installation portion, staff developed a detailed scope of work that includes removal of the existing carpet, preparation of the surface, application of the moisture barrier, and installation of the new flooring. An Invitation for Bids was issued on April 9, 2026, and a pre-bid meeting was held on April 20, 2026, so interested contractors could visit the site and better understand the project requirements. Bids are due on May 11, 2026, and staff plans to return to the City Council on May 20, 2026, with a recommendation for awarding the installation contract. For the purchase of materials, staff is utilizing a cooperative purchasing program, which is allowed under the Carson Municipal Code. A cooperative purchasing program enables the City to use pricing that has already been competitively bid and negotiated by another public agency, saving time and helping ensure fair and competitive pricing. In this case, the City is using an agreement through Omnia Partners, a nationally recognized cooperative purchasing organization that provides access to pre-approved vendors and contracts. This approach applies only to the purchase and delivery of materials and does not include installation services.

The City's Purchasing Manager has reviewed this process and determined that it meets all requirements of the Municipal Code. As a result, the formal bidding process for materials has been waived, as allowed by City regulations, ensuring the City can move forward efficiently while still maintaining compliance with procurement rules.

V. FISCAL IMPACT

The total cost for the proposed purchase of flooring materials from Shaw Industries, Inc. is $129,309.59. If approved by the City Council, funding for this purchase is already included in the City's adopted Fiscal Year 2025-2026 Capital Improvement Project Budget under Project No. PW1835. The expense will be charged to account number 101-99-999-904-8008. This means the project can move forward without requiring any additional funding or budget adjustments at this time.

VI. EXHIBITS

1. Shaw Industries Inc. Proposal
2. OMNIA Partners Agreement #2020002144
3. Draft Purchasing Waiver

4. Material Specification Sheet

Attachments

Shaw Industries Proposal Job 206904.pdf
OMNIA Partner Agreement 2020002144
Draft Purchasing Waiver OMNIA Shaw.pdf
Spec Sheet.pdf

Mail Drop 999 P.O. Box 748552
Atlanta, GA 30384-8552

Shaw INTEGRATED SOLUTIONS
Shaw Industries, Inc.

Phone: ( ) -
Fax: ( ) -

Proposal Submitted To	Attention	Phone	Fax	Date
City of Carson	Freddy Loza	( ) -	( ) -	04/01/26

Proposal Name	Job Name	Job #
Community Center	Community Center	206904

Street	Job Street	Proposal ID
801 E Carson St	801 E Carson St	235129

City, State and Zip	Architect	Date of Plans	Add #	Job City, State and Zip	Customer Job #	Customer PO
Carson, CA 90745--224	Omnia			Carson, CA 90745--224	5241865	None

We hereby submit specifications and estimates for:

Item Description	Color	Qty	UOM	Unit Price	Extended Price
Solitude LVT 6" x 48"	48516/Fawn	11,200.00	SF	$3.73	$41,776.00
Solitude LVT 6" x 48" (10% Attic Stock)	48516/Fawn	1,120.00	SF	$3.73	$4,177.60
4151 Pressure Sensitive Adhesive 4 Gallon / 340VS		14.00	Each	$196.96	$2,757.44
Divvy Tile Ecoworx - 24" x 24"	12557/Traverse	26.67	SY	$48.35	$1,289.49
Divvy Tile Ecoworx - 24" x 24" (10% Attic Stock)	12557/Traverse	5.33	SY	$48.35	$257.71
LokWorx+ Carpet Tile Adhesive 1 Gallon		1.00	Each	$29.38	$29.38
Detail Profile Thermoplastic Rubber Base 4.5" (48 LF per box)	TBS/To Be Selected	15.00	Carton	$154.86	$2,322.90
Wall Base Adhesive Tube / 141VS		4.00	Carton	$68.88	$275.52
CJR400 Crack & Joint Repair for Concrete	00001/CJR400	21.00	Carton	$648.24	$13,613.04
MRS101 Moisture Resistant Skim Coat & Patch - 113CT (10 lb Bag)	00001/MRS101	110.00	Each	$16.48	$1,812.80
MCS310 Moisture Control Solution (Mitigation)	00001/MC5310	63.00	Each	$394.69	$24,865.47
QBC300 Premixed Quick Drying Base Coat	00001/QBC300	11.00	Each	$255.27	$2,807.97
VL201 Versatile Cementitious Self Leveling	00001/VL201	442.00	Each	$32.46	$14,347.32
Payment Bond Cost		1.00	SY	$232.82	$232.82
Estimated Freight - Pricing Good for 30 Days		1.00	Each	$7,087.08	$7,087.08
Sales Tax					$11,609.37
California Carpet Assessment as required by AB 2398					$47.68
				Base Bid Total:	**$129,309.59**

Proposal Inclusions and Exclusions:

1. Contract#2020002144
2. OMNIA
3. Local Contact: Marcos Alday
4. Material title and risk of loss passes to the purchaser at the time of material delivery to owner provided address
5. Please email your Purchase Order to Stephanie Langford at stephanie.langford@shawinc.com to initiate the order process. A purchase order is required before materials can be shipped.
6. ******Our remit-to address has changed.******
   SHAW INTEGRATED & TURF SOLUTIONS
   PO Box 748552
   Atlanta, GA 30384-8552

Mail Drop 999 P.O. Box 748552
Atlanta, GA 30384-8552
Proposal ID: 235129

Shaw INTEGRATED SOLUTIONS
Shaw Industries, Inc.

Phone: ( ) -
Fax: ( ) -

We PROPOSE to perform the work complete in accordance with the specifications and as described above for the SUM of:

Signature: **Stephanie Langford** **Stephanie Langford** **$129,309.59**

Email: stephanie.langford@shawinc.com

Conditions of Proposal:

1. This Proposal may be withdrawn, if not accepted, within 30 days of its issuance. Shaw Industries Group, Inc. will consider reasonable requests to engage in negotiations for revisions to this Proposal, including signing a subcontract that includes the terms of this Proposal. A proposal not accepted within 30 days will be subject to price escalation of materials, labor, freight and fuel costs.
2. This proposal is subject to credit review and approval. Payment terms are net 30 days. A convenience fee of 3% will be added if paying via credit card. Past due invoices are subject to service charges of 1.5% per month (18% per annum). In the case of any default, Customer shall pay Shaw Integrated and Turf Solutions, Inc.'s reasonable attorney fees and costs, including those on any appeal, even if no suit or action is filed.
3. All work shall be performed in a workmanlike manner according to industry standards. Areas to receive flooring shall be free and clear of debris. Any changes to the work shall be performed only after execution of a written change order.
4. Prior to commencement of Shaw Industries Group, Inc.'s work: (a) Customer shall test all concrete sub floors receiving flooring for vapor emission levels and alkalinity per manufacturers' recommendations utilizing ASTM F2170 and provide written results to Shaw Industries Group, Inc., including a list of any sealers applied to the concrete sub floor; (b) If Customer does not provide such reports at least 10 days prior to commencement of Shaw Industries Group, Inc.'s work, then Customer shall provide Shaw Industries Group, Inc. with access to all concrete sub floors for appropriate testing and Customer shall be responsible for the costs of such testing; and (c) Any concrete sub floors not meeting manufacturers' requirements for installation will require correction or the execution of a separate waiver agreement.
5. All work is contingent upon strikes, accidents or delays beyond Shaw Industries Group, Inc.'s control. Customer shall carry insurance for all hazards, including fire. Shaw Industries Group, Inc.'s workers are fully covered by Worker's Compensation and Liability Insurance.
6. Customer represents and warrants that: (a) the project site contains no hazardous or other dangerous substances, either exposed or concealed; or (b) Customer has given written notice to Shaw Industries Group, Inc. of all such substances and their location(s). To the fullest extent permitted by law, Customer shall indemnify, defend and hold Shaw Industries Group, Inc. harmless from any damage, claim, loss, expense and attorney fees related to Shaw Industries Group, Inc.'s liability, if any, including any federal or state statute related to hazardous or other dangerous substances.
7. Shaw Industries Group, Inc. is fully licensed, bonded, and insured. This proposal does not include participation in any OCIP/CCIP or related programs. Requests for Shaw Industries Group, Inc. to participate in such programs may result in additional costs.
8. Notwithstanding anything herein to the contrary, all prices are subject to immediate increase without limitation in the event of material change to applicable duties, taxes, tariffs, similar charges, or other government action.

ACCEPTANCE OF PROPOSAL: The above prices, specifications, and conditions are satisfactory and are hereby ACCEPTED. You are authorized to do the work as specified.

Customer: **City of Carson** **Signed:** _____ **Date:** _____

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UNIVERSITY OF CALIFORNIA

Purchasing Agreement 2020002144

As a result of Request for Proposal #001225-May2019 (University of California Systemwide Flooring), the Agreement to furnish certain goods and services described herein and in the documents referenced herein ("Goods and/or Services") is made by and between The Regents of the University of California, a California public corporation ("UC") on behalf of the University of California, and Shaw Industries, Inc. ("Supplier"). This Agreement is binding only if it is negotiated and executed by an authorized representative with the proper delegation of authority.

1. Statement of Work

Supplier agrees to perform the Services listed in the statement of work attached as Attachment A ("Statement of Work") and any other documents referenced in the Incorporated Documents section herein, at the prices set forth in the Statement of Work and any other documents referenced in the Incorporated Documents section herein. Unless otherwise provided in the Agreement, UC will not be obligated to purchase a minimum amount of Goods and/or Services from Supplier.

2. Term of Agreement/Termination

A) The initial term of the Agreement will be from April 15th, 2020 through April 14th, 2025 (Initial Term) and is subject to earlier termination as provided below. UC may renew the Agreement for **Five (5)** successive One (**1**)-year periods (each, a Renewal Term), by providing Supplier with at least Thirty (**30)** calendar days' written notice before the end of the Initial Term or any Renewal Term.

B) UC may terminate the Agreement for convenience by giving Supplier at least **30** calendar days' written notice.

C) UC or Supplier may terminate the Agreement for cause by giving the other party at least **30** days' notice to cure a breach of the Agreement (Cure Period). If the breaching party fails to cure the breach within the Cure Period, the non-breaching party may immediately terminate the Agreement.

3. Purchase Order; Advance Payments

Unless otherwise provided in the Agreement, Supplier may not begin providing Goods and/or Services until UC approves a Purchase Order for the Goods and/or Services.

4. Pricing, Invoicing Method, and Settlement Method and Terms

A. Pricing. Refer to **Attachment B – UC Price Schedule** for Pricing.

i. Price Increases – After the first twelve (12) months of the term, or longer term as negotiated between UC and the Supplier, of any resulting contract, the Supplier will have an opportunity to request price increases. Requests for price increases may only be made once a year, in writing, 60 days in advance of the contract anniversary date. Notwithstanding anything herein to the contrary, in the event of material change to applicable duties, taxes, tariffs, similar charges, or other government action University and Supplier shall negotiate in good faith and promptly implement a proportional price increase for impacted products.

a. Product Price Increases – Product price increases will be not exceed the lesser of 3% or the annual increase in the Product Price Index (PPI) for the corresponding commodity:

(1) Vinyl Flooring: Plastics Material and Resins Manufacturing (PCU325211325211)
(2) All Carpet Products: Carpet and Rug Mills: Carpets & Rugs (PCU3141103141100)
(3) Rubber and Linoleum: Plastics and Rubber Products Manufacturing (PCU326326)

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(4) Wood Products: Other Millwork, Including Flooring (PCU321918321918)

b. Labor Price Increases – Labor price increases will only be allowed under an increase in the Department of Industrial Relations (DIR) Prevailing Wage Schedule, and will be capped at the corresponding percentage of any DIR increase.

c. Freight – Where applicable, Supplier agrees to maintain freight pricing, in either set rate or as a percentage of spend, consistent with any increase or decrease in the PPI for General Freight Trucking, Long-Distance Truckload (PCU484121484121)

B. Invoicing Method

Each UC Location will specify the Invoicing Method and Payment Options that will apply, taking into account the operational capabilities of Supplier and the UC Location. See UC's Procure to Pay Standards http://www.ucop.edu/procurement-services/_files/Matrix%20for%20website.pdf for the options that will be considered. In the case of systemwide agreements, each UC Location will specify these terms in a Statement of Work or Purchase Order, as the case may be.

C. Invoicing

Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, UC will pay freight and shipping/handling as follows: **FOB Destination – Prepay & Add.**

All invoices must clearly indicate the following information:

Charges associated with California AB2398
California sales tax as a separate line item;
Shipping costs as a separate line item;
UC Purchase Order or Release Number;
Description, quantity, catalog number and manufacturer number of the item(s) ordered;
Net cost of each item;
Description, quantity, and pay rate of any services provided
Any pay/earned/dynamic discount;
Reference to original order number for all credit memos issued;

Supplier will submit invoices following the designated invoice method directly to UC Accounts Payable Departments at each UC Location, unless UC notifies the Supplier otherwise by amendment to the Agreement.

D. Settlement Method and Terms

Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, the Settlement Method and Terms will be as follows: **ACH Net60**

E. Additional Discounts

Supplier Agrees to provide additional volume based discounts at the following Tier structure:

Tier 1 Discount: 5% on product purchases of $75,001 – 150,000.
Tier 2 Discount: An additional 5% on product purchases of $150,001+

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5. Notices

As provided in the UC Terms and Conditions of Purchase, notices may be given by email, which will be considered legal notice only if such communications include the following text in the Subject field: FORMAL LEGAL NOTICE – [insert, as the case may be, Supplier name or University of California]. If a physical format notice is required, it must be sent by overnight delivery or by certified mail with return receipt requested, at the addresses specified below.

To UC, regarding contract issues:

Name	Reynaldo Cano-Boza
Phone	510.987.9893
Email	Reynaldo.cano-boza@ucop.edu
Address	7835 Trade Street, Suite 100
	San Diego, CA 92121

To Supplier:

Name	Don Chupik, VP of Government & Education
Phone	714.944.7500
Email	Don.chupik@shawinc.com
Address	616 E Walnut Ave
	Dalton, GA 30722-2128

6. Intellectual Property, Copyright and Patents

/ **X** / The Goods and/or Services **do not** involve Work Made for Hire

7. Patient Protection and Affordable Care Act (PPACA)

/ X / The Services do not involve temporary or supplementary staffing, and they are not subject to the PPACA warranties in the T&Cs.

8. Prevailing Wages

Work performed under this agreement is a public work subject to California Labor Code section 1771. Supplier, or sub-Supplier, must be registered with the DIR pursuant to Labor Code section 1725.5. Supplier is required to post the applicable prevailing wage rate determination and any job site notices as prescribed by the DIR. The work is subject to compliance monitoring and enforcement by the DIR and is subject to project reporting through the DIR.

9. Fair Wage/Fair Work

/_X_/ Supplier is not required to pay the UC Fair Wage (defined as $13 per hour as of 10/1/15, $14 per hour as of 10/1/16, and $15 per hour as of 10/1/17) when providing the Services.

10. Restriction Relating to Consulting Services or Similar Contracts – Follow-on Contracts

Please note a Supplier that is awarded a consulting services or similar contract cannot later submit a bid or be considered for any work "required, suggested, or otherwise deemed appropriate" as the end product of the Services (*see* Public Contract Code Section 10515).

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11. Insurance

Deliver the PDF version of the Certificate of Insurance to UC's Buyer, by email with the following text in the Subject field: CERTIFICATE OF INSURANCE – **Shaw Industries, Inc.**

12. Cooperative Purchasing

Supplier agrees to extend pricing and Goods and/or Services to the California State University institutions (CSU) and the California Community Colleges (CCC) and public agencies nationwide (public and private schools, colleges and universities, cities, counties, non-profits, and all governmental entities) registered with OMNIA Partners under the terms of the Agreement. All contractual administration issues (e.g. terms and conditions, extensions, and renewals) will remain UC's responsibility. Operational issues, fiduciary responsibility, payment issues, performance issues and liabilities, and disputes involving individual CSU or CCC campuses will be addressed, administered, and resolved by each CSU or CCC campus.

13. Records about Individuals

Records created pursuant to the Agreement that contain personal information about individuals (including statements made by or about individuals) may become subject to the California Information Practices Act of 1977, which includes a right of access by the subject individual. While ownership of confidential or personal information about individuals is subject to negotiated agreement between UC and Supplier, records will normally become UC's property, and subject to state law and UC policies governing privacy and access to files. When collecting the information, Supplier must inform the individual that the record is being made, and the purpose of the record. Use of recording devices in discussions with employees is permitted only as specified in the Statement of Work.

14. Incorporated Documents

This Agreement and its Incorporated Documents contain the entire agreement between the Parties, in order of the below precedent, concerning its subject matter and shall supersede all prior or other agreements, oral and written declarations of intent and other legal arrangements (whether binding or non-binding) made by the Parties in respect thereof.

a. Purchase Agreement 2020002144
b. UC Terms & Conditions of Purchase
c. Attachment A – Statement of Work
d. UC Request for Proposal (#001225-MAY2019) University of California Systemwide Flooring (RFP)
e. Attachment B – University of California Price Schedule
f. Attachment C – Reporting Requirements
g. Appendix – Ecommerce

15. Entire Agreement

The Agreement and its Incorporated Documents contain the entire Agreement between the parties and supersede all prior written or oral agreements with respect to the subject matter herein.

This Agreement can only be signed by an authorized representative with the proper delegation of authority.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

DocuSigned by:
Justin Sullivan
C8FAA9F2384C40B...
(Signature)

Justin Sullivan Executive Director
(Printed Name, Title)

4/23/2020
(Date)

Shaw Industries, Inc.

DocuSigned by:
Jim Kirkpatrick
D88140FCEE7242B...
(Signature)

Jim Kirkpatrick Treasurer
(Printed Name, Title)

4/22/2020
(Date)

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UNIVERSITY OF CALIFORNIA

Terms and Conditions of Purchase

ARTICLE 1 – GENERAL

The equipment, materials, or supplies ("Goods") and/or services ("Services") furnished by Supplier (together, the "Goods and Services") and covered by the UC Purchase Order ("PO") and/or other agreement (which, when combined with these Terms and Conditions and any other documents incorporated by reference, will constitute the "Agreement") are governed by the terms and conditions set forth herein. As used herein, the term "Supplier" includes Supplier and its sub-suppliers at any tier. As used herein, "UC" refers to The Regents of the University of California, a corporation described in California Constitution Art. IX, Sec. 9, on behalf of the UC Locations identified in the Agreement and/or the PO. UC and Supplier individually will be referred to as "Party" and collectively as "Parties." Any defined terms not defined in these Terms and Conditions of Purchase will have the meaning ascribed to such term in any of the other documents incorporated in and constituting the Agreement. No other terms or conditions will be binding upon the Parties unless accepted by them in writing. Written acceptance or shipment of all or any portion of the Goods, or the performance of all or any portion of the Services, covered by the Agreement, will constitute Supplier's unqualified acceptance of all of the Agreement's terms and conditions. The terms of any proposal referred to in the Agreement are included and made a part of the Agreement only to the extent the proposal specifies the Goods and/or Services ordered, the price therefor, and the delivery thereof, and then only to the extent that such terms are consistent with the terms and conditions of the Agreement.

ARTICLE 2 – TERM AND TERMINATION

A. As applicable, the term of the Agreement ("Initial Term") will be stated in the Agreement. Following the Initial Term, the Agreement may be extended by written mutual agreement.
B. UC's obligation to proceed is conditioned upon the appropriation of state, federal and other sources of funds not controlled by UC ("Funding"). UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation in the event that through no action or inaction on the part of UC, the Funding is withdrawn.
C. UC may, by written notice stating the extent and effective date thereof, terminate the Agreement for convenience in whole or in part, at any time with not less than the number of days' notice stated elsewhere in the Agreement. As specified in the termination notice, UC will pay Supplier as full compensation the pro rata Agreement price for performance through the later of the date that (i) UC provided Supplier with notice of termination or (ii) Supplier's provision of Goods and/or Services will terminate.
D. UC may by written notice terminate the Agreement for Supplier's breach of the Agreement, in whole or in part, at any time, if Supplier refuses or fails to comply with the provisions of the Agreement, or so fails to make progress as to endanger performance and does not cure such failure within five (5) business days, or fails to supply the Goods and/or Services within the time specified or any written extension thereof. In such event, UC may purchase or otherwise secure Goods and/or Services and, except as otherwise provided herein, Supplier will be liable to UC for any excess costs UC incurs thereby.

ARTICLE 3 – PRICING, INVOICING METHOD, AND SETTLEMENT METHOD AND TERMS. Pricing is set forth in the Agreement or Purchase Order Number, and the amount UC is charged and responsible for shall not exceed the amount specified in the Agreement unless UC has given prior written approval. Unless otherwise agreed in writing by UC, Supplier will use the invoicing method and payment settlement method (and will extend the terms applicable to such settlement method) set forth in UC's Supplier Invoicing, Terms & Settlement Matrix. UC will pay Supplier, upon submission of acceptable invoices, for Goods and/or Services provided and accepted. Invoices must be itemized and reference the Agreement or Purchase Order number. UC will not pay shipping, packaging or handling expenses, unless specified in the Agreement or Purchase Order. Unless otherwise provided, freight is to be FOB destination. Any of Supplier's expenses that UC agrees to reimburse will be reimbursed under UC's Travel Policy, which may be found at https://policy.ucop.edu/doc/3420365. Where applicable, Supplier will pay all taxes imposed on Supplier in connection with its performance under the Agreement, including any federal, state and local income, sales, use, excise and other taxes or assessments. Notwithstanding any other provision to the contrary, UC will not be responsible for any fees, interest or surcharges Supplier wishes to impose.

ARTICLE 4 – INSPECTION. The Goods and/or Services furnished will be exactly as specified in the Agreement, free from all defects in Supplier's performance, design, workmanship and materials, and, except as otherwise provided in the Agreement, will be subject to inspection and test by UC at all times and places. If, prior to final acceptance, any Goods and/or Services furnished are found to be incomplete, or not as specified, UC may reject them, require Supplier to correct them at the sole cost of Supplier, or require provision of such Goods and/or Services at a reduction in price that is equitable under the circumstances. If Supplier is unable or refuses to correct such deficiencies within a time UC deems reasonable, UC may terminate the Agreement in whole or in part. Supplier will bear all risks as to

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rejected Goods and/or Services and, in addition to any costs for which Supplier may become liable to UC under other provisions of the Agreement, will reimburse UC for all transportation costs, other related costs incurred, or payments to Supplier in accordance with the terms of the Agreement for unaccepted Goods and/or Services and materials and supplies incidental thereto. Notwithstanding final acceptance and payment, Supplier will be liable for latent defects, fraud or such gross mistakes as amount to fraud.

ARTICLE 5 – ASSIGNED PERSONNEL; CHARACTER OF SERVICES

Supplier will provide the Services as an independent contractor and furnish all equipment, personnel and materiel sufficient to provide the Services expeditiously and efficiently, during as many hours per shift and shifts per week, and at such locations as UC may so require. Supplier will devote only its best-qualified personnel to work under the Agreement. Should UC inform Supplier that anyone providing the Services is not working to this standard, Supplier will immediately remove such personnel from providing Services and he or she will not again, without UC's written permission, be assigned to provide Services. At no time will Supplier or Supplier's employees, sub-suppliers, agents, or assigns be considered employees of UC for any purpose, including but not limited to workers' compensation provisions. Supplier shall not have the power nor right to bind or obligate UC, and Supplier shall not hold itself out as having such authority. Supplier shall be responsible to UC for all Services performed by Supplier's employees, agents and subcontractors, including being responsible for ensuring payment of all unemployment, social security, payroll, contributions and other taxes with respect to such employees, agents and subcontractors.

ARTICLE 6 – WARRANTIES

In addition to the warranties set forth in Articles 11, 12, 17, 23, 24, 25 and 26 herein, Supplier makes the following warranties. Supplier acknowledges that failure to comply with any of the warranties in the Agreement will constitute a material breach of the Agreement and UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

A. General Warranties. Supplier represents, warrants and covenants that: (i) Supplier is free to enter into this Agreement and that Supplier is not, and will not become, during the Term, subject to any restrictions that might restrict or prohibit Supplier from performing the Services or providing the Goods ordered hereunder; (ii) Supplier will comply with all applicable laws, rules and regulations in performing Supplier's obligations hereunder; (iii) the Goods and/or Services shall be rendered with promptness and diligence and shall be executed in a workmanlike manner by competent personnel, in accordance with the prevailing industry standards; and if UC Appendix Data Security is NOT included:(iv) Supplier has developed a business interruption and disaster recovery program and is executing such program to assess and reduce the extent to which Supplier's hardware, software and embedded systems may be susceptible to errors or failures in various crisis (or force majeure) situations; (v) if Supplier uses electronic systems for creating, modifying, maintaining, archiving, retrieving or transmitting any records, including test results that are required by, or subject to inspection by an applicable regulatory authority, then Supplier represents and warrants that Supplier's systems for electronic records are in compliance; and (vi) Supplier agrees that the Goods and/or Services furnished under the Agreement will be covered by the most favorable warranties Supplier gives to any customer for the same or substantially similar goods or services, or such other more favorable warranties as specified in the Agreement. The rights and remedies so provided are in addition to and do not limit any rights afforded to UC by any other article of the Agreement.

B. Permits and Licenses. Supplier agrees to procure all necessary permits or licenses and abide by all applicable laws, regulations and ordinances of the United States and of the state, territory and political subdivision or any other country in which the Goods and/or Services are provided.

C. Federal and State Water and Air Pollution Laws. Where applicable, Supplier warrants that it complies with the requirements in UC Business and Finance Bulletin BUS-56 (Materiel Management; Purchases from Entities Violating State or Federal Water or Air Pollution Laws). Consistent with California Government Code 4477, these requirements do not permit UC to contract with entities in violation of Federal or State water or air pollution laws.

D. Web Accessibility Requirements. As applicable to the Supplies and/or Services being provided under the Agreement, Supplier warrants that:
   1. It complies with California and federal disabilities laws and regulations; The Goods and/or Services will conform to the accessibility requirements of WCAG 2.0AA.
   2. Supplier agrees to promptly respond to and resolve any complaint regarding accessibility of its Goods and/or Services;
   3. Within six (6) months of the signing of this Agreement, Supplier will complete the testing of the Goods and Services for level AA conformance with Web Content Accessibility Guidelines (WCAG) 2.0 and report those findings to the University. Provide the

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source to whom the conformance should be submitted. In the event that testing results in findings of non-compliance, Supplier will provide a remediation plan to the University within two (2) months of completion of testing, and will use reasonable efforts to adhere to any remediation timelines provided to the University; and

4. The University and its Authorized User may abridge, modify, translate or create any derivative work based on the Goods and Services when necessary to allow Authorized Users with disabilities to access the Goods and Services.

E. General Accessibility Requirements. Supplier warrants that:
   1. It will comply with California and federal disability laws and regulations;
   2. Supplier will promptly respond to remediate to any identified accessibility defects in the Goods and Services to conform to WCAG 2.0 AA; and
   3. Supplier agrees to promptly respond to and use reasonable efforts to resolve and remediate any complaint regarding accessibility of its Goods and/or Services.

F. Warranty of Quiet Enjoyment. Supplier warrants that Supplier has the right of Quiet Enjoyment in, and conveys the right of Quiet Enjoyment to UC for UC's use of, any and all intellectual property that will be needed for Supplier's provision, and UC's use of, the Goods and/or Services provided by Supplier under the Agreement.

G. California Child Abuse and Neglect Reporting Act ("CANRA"). Where applicable, Supplier warrants that it complies with CANRA.

H. Debarment and Suspension. Supplier warrants that it is not presently debarred, suspended, proposed for debarment, or declared ineligible for award of federal contracts or participation in federal assistance programs or activities.

I. UC Trademark Licensing Code of Conduct. If the Goods will bear UC's name (including UC campus names, abbreviations of these names, UC logos, UC mascots, or UC seals) or other trademarks owned by UC, Supplier warrants that it holds a valid license from UC and complies with the Trademark Licensing Code of Conduct policy, available at http://policy.ucop.edu/doc/3000130/TrademarkLicensing.

J. Outsourcing (Public Contract Code section 12147) Compliance. Supplier warrants that if the Agreement will displace UC employees, no funds paid under the Agreement will be used to train workers who are located outside of the United States, or plan to relocate outside the United States as part of the Agreement. Additionally, Supplier warrants that no work will be performed under the Agreement with workers outside the United States, except as described in Supplier's bid. If Supplier or its subsupplier performs the Agreement with workers outside the United States during the life of the Agreement and Supplier did not describe such work in its bid, Supplier acknowledges and agrees that a) UC may terminate the Agreement without further obligation for noncompliance, and b) Supplier will forfeit to UC the amount UC paid for the percentage of work that was performed with workers outside the United States and not described in Supplier's bid.

ARTICLE 7 – INTELLECTUAL PROPERTY, COPYRIGHT AND PATENTS

A. Goods and/or Services Involving Work Made for Hire.

1. Unless UC indicates that the Goods and/or Services do not involve work made for hire, Supplier acknowledges and agrees that any deliverables provided to UC by Supplier in the performance of the Agreement, and any intellectual property rights therein, (hereinafter the "Deliverables") will be owned by UC. The Deliverables will be considered "work made for hire" under U.S. copyright law and all right, title, and interest to and in such Deliverables including, but not limited to, any and all copyrights or trademarks, will be owned by UC. In the event that it is determined that UC is not the owner of such Deliverables under the "work made for hire" doctrine of U.S. copyright law, Supplier hereby irrevocably assigns to UC all right, title, and interest to and in such Deliverables and any copyrights or trademarks thereto.
2. The Deliverables must be new and original. Supplier must not use any pre-existing copyrightable or trademarked images, writings, or other proprietary materials (hereinafter "Pre-Existing Materials") in the Deliverables without UC's prior written permission. In the event that Supplier uses any Pre-Existing Materials in the Deliverables in which Supplier has an ownership interest, UC is hereby granted, and will have, a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, perform, display publicly, sell, and otherwise distribute such Pre-Existing Materials in connection with the Deliverables.
3. Whenever any invention or discovery is made or conceived by Supplier in the course of or in connection with the Agreement, Supplier will promptly furnish UC with complete information with respect thereto and UC will have the sole power to determine whether and where a patent application will be filed and to determine the disposition of title to and all rights under any application or patent that may result.
4. Supplier is specifically subject to an obligation to, and hereby does, assign all right, title and interest in any such intellectual property rights to UC as well as all right, title and interest in tangible research products embodying any such inventions whether

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the inventions are patentable or not. Supplier agrees to promptly execute any additional documents or forms that UC may require in order to effectuate such assignment.

B. Goods and/or Services Not Involving Work Made for Hire.

1. If the Goods and/or Services do not involve work made for hire, and in the event that Supplier uses any Pre-Existing Materials in the Deliverables in which Supplier has an ownership interest, UC is hereby granted, and will have, a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, perform, display publicly, sell, and otherwise distribute such Pre-Existing Materials in connection with the Deliverables.
2. The Deliverables must be new and original. Supplier must not use any Pre-Existing Materials in the Deliverables without UC's prior written permission.
3. Whenever any invention or discovery is made or conceived by Supplier in the course of or in connection with the Agreement, Supplier will promptly furnish UC complete information with respect thereto and UC will have the sole power to determine whether and where a patent application will be filed and to determine the disposition of title to and all rights under any application or patent that may result.
4. Supplier is specifically subject to an obligation to, and hereby does, assign all right, title and interest in any such intellectual property rights to UC as well as all right, title and interest in tangible research products embodying any such inventions whether the inventions are patentable or not. Supplier agrees to promptly execute any additional documents or forms that UC may require in order to effectuate such assignment.

C. General. Should the Goods and/or Services become, or in Supplier's opinion be likely to become, the subject of a claim of infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party, Supplier will provide written notice to UC of the circumstances giving rise to such claim or likely claim. In the event that UC receives notice of a claim of infringement or is made a party to or is threatened with being made a party to any claim of infringement related to the Goods and/or Services, UC will provide Supplier with notice of such claim or threat. Following receipt of such notice, Supplier will either (at Supplier's sole election) (i) procure for UC the right to continue to use the affected portion of the Goods and/or Services, or (ii) replace or otherwise modify the affected portion of the Goods and/or Services to make them non-infringing, or obtain a reasonable substitute product for the affected portion of the Goods and/or Services, provided that any replacement, modification or substitution under this paragraph does not effect a material change in the Goods and/or Services' functionality. If none of the foregoing options is reasonably acceptable to UC, UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

ARTICLE 8 – INDEMNITY

To the fullest extent permitted by law, Supplier will defend, indemnify, and hold harmless UC, its officers, employees, and agents, from and against all losses, expenses (including, without limitation, reasonable attorneys' fees and costs), damages, and liabilities of any kind resulting from or arising out of the Agreement, including the performance hereunder of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control, provided such losses, expenses, damages and liabilities are due or claimed to be due to the acts or omissions of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control. UC agrees to provide Supplier with prompt notice of any such claim or action and to permit Supplier to defend any claim or action, and that UC will cooperate fully in such defense. UC retains the right to participate in the defense against any such claim or action, and the right to consent to any settlement, which consent will not unreasonably be withheld.

ARTICLE 9 – INSURANCE

Supplier, at its sole cost and expense, will insure its activities in connection with providing the Goods and/or Services and obtain, keep in force, and maintain the following insurance with the minimum limits set forth below, unless UC specifies otherwise:

A. Commercial Form General Liability Insurance (contractual liability included) with limits as follows:
   1. Each Occurrence $ 1,000,000
   2. Products/Completed Operations Aggregate $ 2,000,000

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3. Personal and Advertising Injury $ 1,000,000
4. General Aggregate $ 2,000,000

B. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than one million dollars ($1,000,000) per occurrence. (Required only if Supplier drives on UC premises or transports UC employees, officers, invitees, or agents in the course of supplying the Goods and/or Services to UC.)

C. If applicable, Professional Liability Insurance with a limit of two million dollars ($2,000,000) per occurrence or claim with an aggregate of not less than two million dollars ($2,000,000). If this insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement.

D. Workers' Compensation as required by applicable state law and Employer's Liability with limits of one million dollars ($1,000,000) per occurrence. Workers' Compensation as required by applicable state law and Employer's Liability with limits of one million dollars ($1,000,000) per occurrence.

E. If applicable, Supplier Fidelity Bond or Crime coverage for the dishonest acts of its employees in a minimum amount of one million dollars ($1,000,000). Supplier will endorse such policy to include a "Regents of the University of California Coverage" or "Joint Payee Coverage" endorsement. UC and, if so requested, UC's officers, employees, agents and sub-suppliers will be named as "Loss Payee, as Their Interest May Appear" in such Fidelity Bond.

F. Additional other insurance in such amounts as may be reasonably required by UC against other insurable risks relating to performance. If the above insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement. If the above insurance coverage is modified, changed or cancelled, Supplier will provide UC with not less than fifteen (15) days' advance written notice of such modification, change, or cancellation, and will promptly obtain replacement coverage that complies with this Article.

G. The coverages referred to under A and B of this Article must include UC as an additional insured. It is understood that the coverage and limits referred to under A, B and C of this Article will not in any way limit Supplier's liability. Supplier will furnish UC with certificates of insurance (and the relevant endorsement pages) evidencing compliance with all requirements prior to commencing work under the Agreement. Such certificates will:
   1. Indicate that The Regents of the University of California has been endorsed as an additional insured for the coverage referred to under A and B of this Article. This provision will only apply in proportion to and to the extent of the negligent acts or omissions of Supplier, its officers, agents, or employees.
   2. Include a provision that the coverage will be primary and will not participate with or be excess over any valid and collectible insurance or program of self-insurance carried or maintained by UC.

ARTICLE 10 – USE OF UC NAME AND TRADEMARKS

Supplier will not use the UC name, abbreviation of the UC name, trade names and/or trademarks (i.e., logos and seals) or any derivation thereof, in any form or manner in advertisements, reports, or other information released to the public, or place the UC name, abbreviations, trade names and/or trademarks or any derivation thereof on any consumer goods, products, or services for sale or distribution to the public, without UC's prior written approval. Supplier agrees to comply at all times with California Education Code Section 92000.

ARTICLE 11 – FEDERAL FUNDS

Supplier who supplies Goods and/or Services certifies and represents its compliance with the following clauses, as applicable. Supplier shall promptly notify UC of any change of status with regard to these certifications and representations. These certifications and representations are material statements upon which UC will rely.

A. For commercial transactions involving funds on a federal contract (federal awards governed by the FAR), the following provisions apply, as applicable:

i. FAR 52.203-13, Contractor Code of Business Ethics and Conduct;
ii. FAR 52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights;
iii. FAR 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements;
iv. FAR 52.219-8, Utilization of Small Business Concerns;
v. FAR 52.222-17, Non-displacement of Qualified Workers;

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vi. FAR 52.222-21, Prohibition of Segregated Facilities;
vii. FAR 52.222-26, Equal Opportunity;
viii. FAR 52.222-35, Equal Opportunity for Veterans;
ix. FAR 52.222-36, Equal Opportunity for Workers with Disabilities;
x. FAR 52.222-37, Employment Reports on Veterans;
xi. FAR 52.222-40, Notification of Employee Rights Under the National Labor Relations Act;
xii. FAR 52.222-41, Service Contract Labor Standards;
xiii. FAR 52.222-50, Combating Trafficking in Persons;
xiv. FAR 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Requirements;
xv. FAR 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services - Requirements;
xvi. FAR 52.222-54, Employment Eligibility Verification;
xvii. FAR 52.222-55, Minimum Wages Under Executive Order 13658;
xviii. FAR 52.222-62, Paid Sick Leave under Executive Order 13706;
xix. FAR 52.224-3, Privacy Training;
xx. FAR 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations; and
xxi. FAR 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels.

B. For non-commercial transactions involving funds on a federal contract, the UC Appendix titled '*Federal Government Contracts Special terms and Conditions (Non-Commercial Items or Services*)' and located at www.ucop.edu/procurement-services/policies-forms/index.html is hereby incorporated herein by this reference.

C. For transactions involving funds on a federal grant or cooperative agreement (federal awards governed by eCFR Title 2, Subtitle A, Chapter II, Part 200) the following provisions apply, as applicable:

i. Rights to Inventions. If Supplier is a small business firm or nonprofit organization, and is providing experimental, development, or research work under this transaction, Supplier must comply with the requirements of 3 CFR Part 401, "Rights to Inventions Made by nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements".
ii. Clean Air Act. Supplier agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
iii. Byrd Anti-Lobbying. Supplier certifies that it will not, and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
iv. Procurement of Recovered Materials. If Supplier is a state agency or agency of a political subdivision of a state, then Supplier must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

D. In these provisions, the term "contractor" as used therein will refer to Supplier, and the terms "Government" or "Contracting Officer" as used therein will refer to UC. Where a purchase of items is for fulfillment of a specific U.S. Government prime or subcontract, additional information and/or terms and conditions may be included in an attached supplement. By submitting an invoice to UC, Supplier is representing to UC that, at the time of submission:

i. Neither Supplier nor its principals are presently debarred, suspended, or proposed for debarment by the U.S. government (see FAR 52.209-6);
ii. Supplier has filed all compliance reports required by the Equal Opportunity clause (see FAR 52.222-22); and
iii. Any Supplier representations to UC about U.S. Small Business Administration or state and local classifications, including but not limited to size standards, ownership, and control, are accurate and complete.
iv. Byrd Anti-Lobbying. Supplier certifies that it will not, and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or

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employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

ARTICLE 12 – EQUAL OPPORTUNITY AFFIRMATIVE ACTION

Supplier will abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, Supplier will comply with 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), incorporated by reference with this statement: **"This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability."** With respect to activities occurring in the State of California, Supplier agrees to adhere to the California Fair Employment and Housing Act. Supplier will provide UC on request a breakdown of its labor force by groups as specified by UC, and will discuss with UC its policies and practices relating to its affirmative action programs. Supplier will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.

ARTICLE 13 – LIENS

Supplier agrees that upon UC's request, Supplier will submit a sworn statement setting forth the work performed or material furnished by sub-suppliers and material men, and the amount due and to become due to each, and that before the final payment called for under the Agreement, will upon UC's request submit to UC a complete set of vouchers showing what payments have been made for such work performed or material furnished. Supplier will promptly notify UC in writing, of any claims, demands, causes of action, liens or suits brought to its attention that arise out of the Agreement. UC will not make final payment until Supplier, if required, delivers to UC a complete release of all liens arising out of the Agreement, or receipts in full in lieu thereof, as UC may require, and if required in either case, an affidavit that as far as it has knowledge or information, the receipts include all the labor and materials for which a lien could be filed; but Supplier may, if any sub-supplier refuses to furnish a release or receipt in full, furnish a bond satisfactory to UC to indemnify it against any claim by lien or otherwise. If any lien or claim remains unsatisfied after all payments are made, Supplier will refund to UC all monies that UC may be compelled to pay in discharging such lien or claim, including all costs and reasonable attorneys' fees.

ARTICLE 14 – PREMISES WHERE SERVICES ARE PROVIDED

A. Cleaning Up. Supplier will at all times keep UC premises where the Services are performed and adjoining premises free from accumulations of waste material or rubbish caused by its employees or work of any of its sub-suppliers, and, at the completion of the Services; will remove all rubbish from and about the premises and all its tools, scaffolding, and surplus materials, and will leave the premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute between Supplier and its sub-suppliers as to responsibility for the removal of the rubbish, or if it is not promptly removed, UC may remove the rubbish and charge the cost to Supplier.

B. Environmental, Safety, Health and Fire Protection. Supplier will take all reasonable precautions in providing the Goods and Services to protect the health and safety of UC employees and members of the public and to minimize danger from all hazards to life and property, and will comply with all applicable environmental protection, health, safety, and fire protection regulations and requirements (including reporting requirements). In the event that Supplier fails to comply with such regulations and requirements, UC may, without prejudice to any other legal or contractual rights of UC, issue an order stopping all or any part of the provision of the Goods and/or Services; thereafter a start order for resumption of providing the Goods and/or Services may be issued at UC's discretion. Supplier will not be entitled to make a claim for extension of time or for compensation or damages by reason of or in connection with such stoppage. Supplier will have sole responsibility for the safety of all persons employed by Supplier and its sub-suppliers on UC premises, or any other person who enters upon UC premises for reasons relating to the Agreement. Supplier will at all times maintain good order among its employees and all other persons who come onto UC's premises at Supplier's request and will not engage any unfit or unskilled person to provide the Goods and/or Services. Supplier will confine its employees and all other persons who come onto UC's premises at Supplier's request or for reasons relating to the Agreement and its equipment to that portion of UC's premises where the Services are to be provided or to roads leading to and from such work sites, and to any other area which UC may permit

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Supplier to use. Supplier will take all reasonable measures and precautions at all times to prevent injuries to or the death of any of its employees or any other person who enters upon UC premises at Supplier's request. Such measures and precautions will include, but will not be limited to, all safeguards and warnings necessary to protect workers and others against any conditions on the premises that could be dangerous and to prevent accidents of any kind whenever the Goods and/or Services are being provided in proximity to any moving or operating machinery, equipment or facilities, whether such machinery, equipment or facilities are the property of or are being operated by, Supplier, its sub-suppliers, UC or other persons. To the extent compliance is required, Supplier will comply with all relevant UC safety rules and regulations when on UC premises.

C. Tobacco-free Campus. UC is a tobacco-free institution. Use of cigarettes, cigars, oral tobacco, electronic cigarettes and all other tobacco products is prohibited on all UC owned or leased sites.

ARTICLE 15 – LIABILITY FOR UC - FURNISHED PROPERTY

Supplier assumes complete liability for any materials UC furnishes to Supplier in connection with the Agreement and Supplier agrees to pay for any UC materials Supplier damages or otherwise is not able to account for to UC's satisfaction. UC furnishing to Supplier any materials in connection with the Agreement will not, unless otherwise expressly provided in writing by UC, be construed to vest title thereto in Supplier.

ARTICLE 16 – COOPERATION

Supplier and its sub-suppliers, if any, will cooperate with UC and other suppliers and will so provide the Services that other cooperating suppliers will not be hindered, delayed or interfered with in the progress of their work, and so that all of such work will be a finished and complete job of its kind.

ARTICLE 17 – ADDITIONAL TERMS APPLICABLE TO THE FURNISHING OF GOODS

The terms in this Article have special application to the furnishing of Goods:

A. Price Decreases. Supplier agrees immediately to notify UC of any price decreases from its suppliers, and to pass through to UC any price decreases.

B. Declared Valuation of Shipments. Except as otherwise provided in the Agreement, all shipments by Supplier under the Agreement for UC's account will be made at the maximum declared value applicable to the lowest transportation rate or classification and the bill of lading will so note.

C. Title. Title to the Goods purchased under the Agreement will pass directly from Supplier to UC at the f.o.b. point shown, or as otherwise specified in the Agreement, subject to UC's right to reject upon inspection.

D. Changes. Notwithstanding the terms in Article 34, Amendments, UC may make changes within the general scope of the Agreement in drawings and specifications for specially manufactured Goods, place of delivery, method of shipment or packing of the Agreement by giving notice to Supplier and subsequently confirming such changes in writing. If such changes affect the cost of or the time required for performance of the Agreement, UC and Supplier will agree upon an equitable adjustment in the price and/or delivery terms. Supplier may not make changes without UC's written approval. Any claim of Supplier for an adjustment under the Agreement must be made in writing within thirty (30) days from the date Supplier receives notice of such change unless UC waives this condition in writing. Nothing in the Agreement will excuse Supplier from proceeding with performance of the Agreement as changed hereunder. Supplier may not alter or misbrand, within the meaning of the applicable Federal and State laws, the Goods furnished.

E. Forced, Convict and Indentured Labor. Supplier warrants that no foreign-made Goods furnished to UC pursuant to the Agreement will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction. If UC determines that Supplier knew or should have known that it was breaching this warranty, UC may, in addition to terminating the Agreement, remove Supplier from consideration for UC contracts for a period not to exceed one year. This warranty is in addition to any applicable warranties in Articles 6 and 11.

F. Export Control. If any of the Goods is export-controlled under the International Traffic in Arms Regulations (22 CFR §§ 120-130), the United States Munitions List (22 CFR § 121.1), or Export Administration Regulations (15 CFR §§ 730-774) 500 or 600 series, or controlled on a military strategic goods list, Supplier agrees to provide UC (the contact listed on the Purchase Order) with written notification that identifies the export-controlled Goods and such Goods' export classification.

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ARTICLE 18 – CONFLICT OF INTEREST

Supplier affirms that, to the best of Supplier's knowledge, no UC employee who has participated in UC's decision-making concerning the Agreement has an "economic interest" in the Agreement or Supplier. A UC employee's "economic interest" means:

A. An investment worth $2,000 or more in Supplier or its affiliate;
B. A position as director, officer, partner, trustee, employee or manager of Supplier or its affiliate;
C. Receipt during the past 12 months of $500 in income or $440 in gifts from Supplier or its affiliate; or
D. A personal financial benefit from the Agreement in the amount of $250 or more.

In the event of a change in these economic interests, Supplier will provide written notice to UC within thirty (30) days after such change, noting such changes. Supplier will not be in a reporting relationship to a UC employee who is a near relative, nor will a near relative be in a decision making position with respect to Supplier.

ARTICLE 19 – AUDIT REQUIREMENTS

The Agreement, and any pertinent records involving transactions relating to this Agreement, is subject to the examination and audit of the Auditor General of the State of California or Comptroller General of the United States or designated Federal authority for a period of up to five (5) years after final payment under the Agreement. UC, and if the underlying grant, cooperative agreement or federal contract so provides, the other contracting Party or grantor (and if that be the United States or an instrumentality thereof, then the Comptroller General of the United States) will have access to and the right to examine Supplier's pertinent books, documents, papers, and records involving transactions and work related to the Agreement until the expiration of five (5) years after final payment under the Agreement. The examination and audit will be confined to those matters connected with the performance of the Agreement, including the costs of administering the Agreement.

ARTICLE 20 – PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF CONFIDENTIAL INFORMATION

Supplier agrees to hold UC's Confidential Information, and any information derived therefrom, in strict confidence. Confidential Information shall be defined as any information disclosed by UC to Supplier for the purposes of providing the Good and/or Services which is (i) marked as "Confidential" at the time of disclosure; (ii) disclosed orally, identified at the time of such oral disclosure as confidential, and reduced to writing as "Confidential" within thirty (30) days of such oral disclosure; and (iii) if not marked as "Confidential," information that would be considered by a reasonable person in the relevant field to be confidential given its content and the circumstances of its disclosure. Confidential Information will not include information that: (i) Supplier can demonstrate by written records was known to Supplier prior to the effective date of the Agreement; (ii) is currently in, or in the future enters, the public domain other than through a breach of the Agreement or through other acts or omissions of Supplier; (iii) is obtained lawfully from a third party; or (iv) is disclosed under the California Public Records Act or legal process.

Supplier will not access, use or disclose Confidential Information other than to carry out the purposes for which UC disclosed the Confidential Information to Supplier, except as permitted or required by applicable law, or as otherwise authorized in writing by UC prior to the disclosure. Supplier shall have the limited right to disclose UC's Confidential Information to Supplier's employees provided that: (i) Supplier shall disclose only such UC's Confidential Information as is necessary for the Supplier to perform its obligations under this Agreement; (ii) such employees have been informed of the confidential nature of such information; and (iii) such employees have agreed in writing to be bound by confidentiality obligations at least as stringent as those set forth in this Agreement. Supplier shall be liable for any breach of this Agreement by its employees. For avoidance of doubt, this provision prohibits Supplier from using for its own benefit Confidential Information and any information derived therefrom. If Supplier is required by a court of competent jurisdiction or an administrative body to disclose Confidential Information, Supplier will notify UC in writing immediately upon receiving notice of such requirement and prior to any such disclosure (unless Supplier is prohibited by law from doing so), to give UC an opportunity to oppose or otherwise respond to such disclosure. To the extent Supplier is still required to make such a disclosure, Supplier will give UC prompt written notice of such event and will furnish only that portion that is legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be afforded to the Confidential Information. Supplier's transmission, transportation or storage of Confidential Information outside the United States, or access of Confidential Information from outside the United States, is prohibited except with prior written authorization by UC. UC's Appendix – Data Security, Appendix – HIPAA Business Associate, and/or Appendix – General Data Protection Regulation will control in the event that one or both appendices is incorporated into the Agreement and conflicts with the provisions of this Article.

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Supplier acknowledges that remedies at law would be inadequate to protect UC against any actual or threatened breach of this Section by Supplier, and, without prejudice to any other rights and remedies otherwise available to UC, Supplier agrees to the granting of injunctive relief in UC's favor without proof of actual damages.

ARTICLE 21 – UC WHISTLEBLOWER POLICY

UC is committed to conducting its affairs in compliance with the law, and has established a process for reporting and investigating suspected improper governmental activities. Please visit http://www.ucop.edu/uc-whistleblower/ for more information.

ARTICLE 22 – SUSTAINABLE PROCUREMENT GUIDELINES

Supplier will conduct business using environmentally, socially, and economically sustainable products and services (defined as products and services with a lesser or reduced effect on human health and the environment, and which generate benefits to the University as well as to society and the economy, while remaining within the carrying capacity of the environment), to the maximum possible extent consistent with the Agreement, and with the University of California Sustainable Practices Policy (https://policy.ucop.edu/doc/3100155) and the University of California Sustainable Procurement Guidelines:
(https://www.ucop.edu/procurement-services/_files/sustainableprocurementguidelines.pdf).
In accordance with the University of California Sustainable Practices Policy, Supplier will adhere to the following requirements and standards, as applicable. Supplier acknowledges that failure to comply with any of the sustainability standards and requirements in the Agreement will constitute a material breach of the Agreement and UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

A. Sustainability Marketing Standards. Supplier sustainability related claims, where applicable, must meet University of California recognized certifications and standards set forth in the UC Sustainable Procurement Guidelines and/or meet the standards of Federal Trade Commission's (FTC) Green Guides.
B. Electronic Transfer of Supplier Information. Suppliers, when interacting with the University, shall be prohibited from providing hard copies of presentations, marketing material, or other informational materials. Suppliers will be required to present all information in electronic format that is easily transferable to University staff. Materials may be provided in hard copy or physical format if specifically required or requested by a UC representative.
C. Packaging Requirements. All packaging must be compliant with the Toxics in Packaging Prevention Act (AB 455) and must meet all additional standards and requirements set forth in the UC Sustainable Practices Policy. In addition, the University requires that all packaging meet at least one of the criteria listed below:
    a. Uses bulk packaging;
    b. Uses reusable packaging (e.g. totes reused by delivery service for next delivery);
    c. Uses innovative packaging that reduces the weight of packaging, reduces packaging waste, or utilizes packaging that is a component of the product;
    d. Maximizes recycled content and/or meets or exceeds the minimum post-consumer content level for packaging in the U.S. Environmental Protection Agency Comprehensive Procurement Guidelines;
    e. Uses locally recyclable or certified compostable material.
D. Expanded Polystyrene (EPS) Ban. No EPS shall be used in foodservice facilities for takeaway containers. By 2020, the University will be prohibited from procuring Goods containing, or that are provided in packaging containing, Expanded Polystyrene (EPS) other than that utilized for laboratory supply or medical packaging and products where no functional alternatives exist.
E. E-Waste Recycling Requirements. All recyclers of University of California electronic equipment must be e-Steward certified by the Basel Action Network (BAN) or R2 Standard certified.

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Hosted and Punch-out Catalog Requirements. Suppliers enabled with eProcurement hosted catalog functionality must clearly identify products with UC-recognized certifications, as defined by the UC Sustainable Procurement Guidelines, in both hosted and punchout catalog e-procurement environments.

ARTICLE 23 – PATIENT PROTECTION AND AFFORDABLE CARE ACT (PPACA) EMPLOYER SHARED RESPONSIBILITY

If the Services involve Supplier furnishing UC with temporary or supplementary staffing, Supplier warrants that:

A. If Supplier is an Applicable Large Employer (as defined under Treasury Regulation Section 54.4980H-1(a)(4)):
   1. Supplier offers health coverage to its full-time employees who are performing Services for UC;
   2. Supplier's cost of enrolling such employees in Supplier's health plan is factored into the fees for the Services; and
   3. The fees for the Services are higher than what the Services would cost if Supplier did not offer health coverage to such full-time employees.

B. If Supplier is not an Applicable Large Employer (as defined above):
   1. Supplier offers group health coverage to its full-time employees who are performing Services for UC and such coverage is considered Minimum Essential Coverage (as defined under Treasury Regulation Section 1-5000A-2) and is Affordable (as defined under Treasury Regulation Section 54.4980H-5(e)); or
   2. Supplier's full-time employees who are performing services for UC have individual coverage and such coverage satisfies the PPACA requirements for mandated individual coverage.

Supplier acknowledges that UC is relying on these warranties to ensure UC's compliance with the PPACA Employer Shared Responsibility provision.

ARTICLE 24 - PREVAILING WAGES

Unless UC notifies Supplier that the Services are not subject to prevailing wage requirements, Supplier will comply, and will ensure that all sub-suppliers comply, with California prevailing wage provisions, including but not limited to those set forth in Labor Code sections 1770, 1771, 1771.1, 1772, 1773, 1773.1, 1774, 1775, 1776, 1777.5, and 1777.6. For purposes of the Agreement, the term "sub-supplier" means a person or firm, of all tiers, that has a contract with Supplier or with a sub-supplier to provide a portion of the Services. The term sub-supplier will not include suppliers, manufacturers, or distributors. Specifically, and not by way of limitation, if apprenticable occupations are involved in providing the Services, Supplier will be responsible for ensuring that Supplier and any sub-suppliers comply with Labor Code Section 1777.5. Supplier and sub-supplier may not provide the Services unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5 and 1771.1. Notwithstanding the foregoing provisions, Supplier will be solely responsible for tracking and ensuring proper payment of prevailing wages regardless if Services are partially or wholly subject to prevailing wage requirements. In every instance, Supplier will pay not less than the UC Fair Wage (defined as $13 per hour as of 10/1/15, $14 per hour as of 10/1/16, and $15 per hour as of 10/1/17) for Services being performed at a UC Location (defined as any location owned or leased by UC).

The California Department of Industrial Relations (DIR) has ascertained the general prevailing per diem wage rates in the locality in which the Services are to be provided for each craft, classification, or type of worker required to provide the Services. A copy of the general prevailing per diem wage rates will be on file at each UC Location's procurement office, and will be made available to any interested party upon request. Supplier will post at any job site:

A. Notice of the general prevailing per diem wage rates, and
B. Any other notices required by DIR rule or regulation.

By this reference, such notices are made part of the Agreement. Supplier will pay not less than the prevailing wage rates, as specified in the schedule and any amendments thereto, to all workers employed by Supplier in providing the Services. Supplier will cause all subcontracts to include the provision that all sub-suppliers will pay not less than the prevailing rates to all workers employed by such sub-suppliers in providing the Services. The Services are subject to compliance monitoring and enforcement by the DIR. Supplier will forfeit, as a penalty, not more than $200 for each calendar day or portion thereof for each worker that is paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any portion of the Services provided by Supplier or any sub-supplier. The amount of this penalty will be determined pursuant to applicable law. Such forfeiture amounts may be deducted from the amounts due under the Agreement. If there are insufficient funds remaining in the amounts due under the Agreement, Supplier will

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be liable for any outstanding amount remaining due. Supplier will also pay to any worker who was paid less than the prevailing wage rate for the work or craft for which the worker was employed for any portion of the Services, for each day, or portion thereof, for which the worker was paid less than the specified prevailing per diem wage rate, an amount equal to the difference between the specified prevailing per diem wage rate and the amount which was paid to the worker. Review of any civil wage and penalty assessment will be made pursuant to California Labor Code section 1742.

ARTICLE 25 – FAIR WAGE/FAIR WORK

If the Agreement is for Services that will be performed at one or more UC Locations, does not solely involve furnishing Goods, and are not subject to extramural awards containing sponsor-mandated terms and conditions, Supplier warrants that it is in compliance with applicable federal, state and local working conditions requirements, including but not limited to those set forth in Articles 11, 12 and 14 herein, and that Supplier pays its employees performing the Services no less than the UC Fair Wage. Supplier agrees UC may conduct such UC Fair Wage/Fair Work interim compliance audits as UC reasonably requests, as determined in UC's sole discretion. Supplier agrees to post UC Fair Wage/Fair Work notices, in the form supplied by UC, in public areas (such as break rooms and lunch rooms) frequented by Supplier employees who perform Services.

For Services that exceed $100,000 annually and are not subject to prevailing wage requirements, Supplier will, a) at Supplier's expense, provide an annual independent verification performed by a licensed public accounting firm (independent accountant) or the Supplier's independent internal audit department (http://na.theiia.org/standards-guidance/topics/Pages/Independence-and-Objectivity.aspx) in compliance with UC's required verification standards and procedures, concerning Supplier's compliance with this provision, and b) ensure that in the case of a UC interim audit, its independent accountant/independent internal auditor makes available to UC its UC Fair Wage/Fair Work work papers for the most recent verification period. Supplier agrees to provide UC with a UC Fair Wage/Fair Work verification annually, in a form acceptable to UC, no later than ninety days after each one-year anniversary of the agreement's effective date, for the twelve months immediately preceding the anniversary date. All Supplier FW/FW compliance resources available here: https://www.ucop.edu/procurement-services/for-suppliers/fwfw-resources-suppliers.html.

ARTICLE 26 – MEDICAL DEVICES

This Article applies when the Goods and/or Services involve UC purchasing or leasing one or more medical devices from Supplier, or when Supplier uses one or more medical devices in providing Goods and/or Services to UC.

Medical Device as used herein will have the meaning provided by the U.S. Food and Drug Administration ("FDA") and means an instrument, apparatus, implement, machine, contrivance, implant, in vitro reagent, or other similar or related article, including a component part, or accessory which is: (i) recognized in the official National Formulary, or the United States Pharmacopoeia, or any supplement to them; (ii) intended for use in the diagnosis of disease or other conditions, or in the cure, mitigation, treatment, or prevention of disease, in man or other animals, or (iii) intended to affect the structure or any function of the body of man or other animals, and which does not achieve any of its primary intended purposes through chemical action within or on the body of man or other animals and which is not dependent upon being metabolized for the achievement of any of its primary intended purposes.

Supplier warrants that prior to UC's purchase or lease of any Medical Device or Supplier's use of any Medical Device in providing Goods and/or Services hereunder, Supplier will: (i) perform security testing and validation for each such Goods and/or Services or Medical Device, as applicable; (ii) perform a security scan by an anti-virus scanner, with up-to-date signatures, on any software embedded within any Goods and/or Services or Medical Device, as applicable, in order to verify that the software does not contain any known viruses or malware; (iii) conduct a vulnerability scan encompassing all ports and fuzz testing; and (iv) provide UC with reports for (i) – (iii). Supplier warrants that all security testing performed by Supplier covers all issues noted in the "SANS WE TOP 25" and/or "OWASP Top 10" documentation.

Throughout Supplier's performance of this Agreement, Supplier will provide UC with reasonably up-to-date patches, firmware and security updates for any Medical Device provided to UC, and any other Medical Device used in the course of providing Services, as applicable. All such patches and other security updates will be made available to UC within thirty (30) days of its commercial release or as otherwise recommended by Supplier or Supplier's sub-supplier, whichever is earlier.

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Supplier warrants that all software and installation media not specifically required for any Medical Device used by Supplier or Goods and/or Services delivered to UC under this Agreement as well as files, scripts, messaging services and data will be removed from all such Goods and/or Services or Medical Device following installation, and that all hardware ports and drives not required for use or operation of such Goods and/or Services or Medical Device will be disabled at time of installation. In addition, Medical Devices must be configured so that only Supplier-approved applications will run on such Medical Devices.

Supplier agrees that UC may take any and all actions that it, in its sole discretion, deems necessary to address, mitigate and/or rectify any real or potential security threat, and that no such action, to the extent such action does not compromise device certification, will impact, limit, reduce or negate Supplier's warranties or any of Supplier's other obligations hereunder.

Supplier warrants that any Medical Device provided to UC, and any other Medical Device used in the course of providing such Goods and/or Services, meet and comply with all cyber-security guidance and similar standards promulgated by the FDA and any other applicable regulatory body.

If the Goods and/or Services entail provision or use of a Medical Device, Supplier will provide UC with a completed Manufacturer Disclosure Statement for Medical Device Security (MDS2) form for each such Medical Device before UC is obligated to purchase or lease such Medical Device or prior to Supplier's use of such device in its performance of Services. If Supplier provides an MDS2 form to UC concurrently with its provision of Goods and/or Services, UC will have a reasonable period of time to review such MDS2 form, and if the MDS2 form is unacceptable to UC, then UC in its sole discretion may return the Goods or terminate the Agreement with no further obligation to Supplier.

ARTICLE 27 – FORCE MAJEURE

Neither Party will be liable for delays due to causes beyond the Party's control (including, but not restricted to, war, civil disturbances, earthquakes, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather).

ARTICLE 28 – ASSIGNMENT AND SUBCONTRACTING

Except as to any payment due hereunder, Supplier may not assign or subcontract the Agreement without UC's written consent. In case such consent is given, the assignee or subcontractor will be subject to all of the terms of the Agreement.

ARTICLE 29 – NO THIRD-PARTY RIGHTS

Nothing in the Agreement, express or implied, is intended to make any person or entity that is not a signer to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

ARTICLE 30 – OTHER APPLICABLE LAWS

Any provision required to be included in a contract of this type by any applicable and valid federal, state or local law, ordinance, rule or regulations will be deemed to be incorporated herein.

ARTICLE 31 – NOTICES

A Party must send any notice required to be given under the Agreement by overnight delivery or by certified mail with return receipt requested, to the other Party's representative at the address specified by such Party.

ARTICLE 32 – SEVERABILITY

If a provision of the Agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity or enforceability of any other provision of the Agreement or of any portion of the invalidated provision that remains legal, valid, or enforceable.

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ARTICLE 33 – WAIVER

Waiver or non-enforcement by either Party of a provision of the Agreement will not constitute a waiver or non-enforcement of any other provision or of any subsequent breach of the same or similar provision.

ARTICLE 34 – AMENDMENTS

The Parties may make changes in the Goods and/or Services or otherwise amend the Agreement, but only by a writing signed by both Parties' authorized representatives.

ARTICLE 35 – GOVERNING LAW AND VENUE

California law will control the Agreement and any document to which it is appended. The exclusive jurisdiction and venue for any and all actions arising out of or brought under the Agreement is in a state court of competent jurisdiction, situated in the county in the State of California in which the UC Location is located or, where the procurement covers more than one UC Location, the exclusive venue is Alameda County, California.

ARTICLE 36 – SUPPLIER TERMS

Any additional terms that Supplier includes in an order form or similar document will be of no force and effect, unless UC expressly agrees in writing to such terms.

ARTICLE 37 – SURVIVAL CLAUSE

Upon expiration or termination of the Agreement, the following provisions will survive: WARRANTIES; INTELLECTUAL PROPERTY, COPYRIGHT AND PATENTS; INDEMNITY; USE OF UC NAMES AND TRADEMARKS; LIABILITY FOR UC-FURNISHED PROPERTY; COOPERATION; TERMS APPLICABLE TO THE FURNISHING OF GOODS; AUDIT REQUIREMENTS; PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF CONFIDENTIAL INFORMATION; GOVERNING LAW AND VENUE, and, to the extent incorporated into the Agreement, the terms of the APPENDIX–DATA SECURITY, APPENDIX–BUSINESS ASSOCIATES, and/or APPENDIX – GENERAL DATA PROTECTION REGULATION.

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ATTACHMENT A TO PURCHASING AGREEMENT #2020002144

STATEMENT OF WORK

This Statement of Work ("SOW") is issued pursuant to Purchasing Agreement #2020002144 dated April 15th, 2020 between UC and Supplier ("Agreement").

1. Flooring Products & Services at the University of California

Products and services provided to the University shall meet all requirements established under the Category Specifications and Installation Services requirements as defined in University of California Request for Proposal "#001225-May2019 - University of California Systemwide Flooring".

2. Term of SOW

This SOW will begin on April 15th, 2020 ("Effective Date") and continue through April 14th, 2025. This SOW may not be renewed or otherwise amended except through a Change Order pursuant to the Change Management section below.

3. Key Tasks and Activities, Deliverables and Completion Timeframe

Supplier Obligations				
Task		**Activities**	**Deliverables**	**Completion Date or Timeframe**
1	**Flooring Products & Services**	**Provide flooring products services as needed either directly or through a flooring dealer.**	**Flooring Products, Installation Services, Recycling & Reclamation of Old Floor Covering**	**As requested**
2	**Quarterly KPI Reports**	**Provide Quarterly reporting on product recycling and small business utilization as outlined in Attachment C.**	**Quarterly KPI Reports**	**30 days following the end of the quarter**
3	**Monthly Purchase Reports**	**Provide Monthly purchase reports as defined in Attachment C.**	**Monthly Sales Reports**	**15 days following the last day of the month**

4. UC Obligations

Not Applicable

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5. Place(s) of Performance

Supplier agrees to make available products and services to any UC location upon the terms, conditions, and pricing set forth in this agreement. Additionally, products and services will be made available nationally through OMNIA Partners member agencies.

6. Key Personnel

Supplier's Account Manager is listed below, is subject to UC approval, and has overall responsibility for managing the UC/Supplier relationship:

Name	Don Chupik, VP of Government & Education	
Phone	714.944.7500	
Email	Don.chupik@shawinc.com	
Address	616 E Walnut Ave	
	Dalton, GA 30722-2128	

Supplier's Account Management Team is:

Name	**Kelly Sherrill, Sr. Contract Specialist**
Phone	**706.879.3567**
Email	**Kelly.sherrill@shawinc.com**
Address	**230 Douthit Ferry Road**
	Cartersville, GA 30120
Name	**Rosio Hernandez, (Order Entry and Project) Account Manager**
Phone	**770.276.7511**
Email	**Rosio.hernandez@shawinc.com**
Address	**770 Joe Frank Harris Pkwy**
	Cartersville, GA 30120

UC'S Project Manager, responsible for acceptance/rejection of project results/deliverables, is:

Name	Reynaldo Cano-Boza	
Phone	510.987.9893	
Email	Reynaldo.cano-boza@ucop.edu	
Address	7835 Trade Street, Suite 100	
	San Diego, CA 92121	

7. Reporting Requirements

Quarterly and Monthly Reports as described in Attachment C, including:

Quarterly – Recycling & Reclamation
Quarterly – Small Business Utilization
Monthly – Purchases

Supplier agrees to register and participate in an assessment of their sustainability practices and procedures through EcoVadis Corporate Social Responsibility (CSR) monitoring platform within 60 days of agreement signature.

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Supplier agrees to provide other reports as reasonably requested by UC during the Term of the Agreement and any extension(s) to the Term at no additional cost to UC.

8. Service Level Agreement

During the Term of the Agreement, and any extension(s) of the Term, Supplier will meet Service Levels defined under section 5 requirements as defined in University of California Request for Proposal "#001225-May2019 - University of California Systemwide Flooring".

The minimum service standards set forth above recognize that occasional errors are likely; however, Supplier further agrees to use its best efforts to achieve 100% of service levels. Should the service levels fall below the minimum standards and Supplier does not take corrective action within fourteen (14) days following UC written notification, UC reserves the right to terminate the Agreement immediately.

9. Program Requirements

Order Packaging and Labeling. Supplier agrees that each UC order will be individually wrapped and labeled with the following information:

Purchase Order number;

Product description, quantity and catalog number of the product ordered and an open 30-character field for internal identification e.g., UC storehouse catalog numbers and/or internal customer order numbers; and

Other information, as may be requested by ordering UC Location.

Packaging slips will be attached to the outside of the package such that it can be inspected by UC at the requesting department and/or receiving dock.

Receiving Locations. Supplier agrees to provide desktop and dock delivery to all UC current and future authorized personnel delivery points, as requested by UC.

Standard Delivery Requirements. Supplier will deliver Monday through Friday, excluding UC- and Supplier-observed holidays. Supplier provide UC with a schedule on or before September 1 of the following calendar year showing holidays and other planned shutdowns (such as the annual inventory) that would impact Supplier's ability to deliver the Goods and/or Services. Supplier agrees to deliver all UC orders received by 3:30pm Pacific Time the next business day as follows:

Campus direct (desktop delivery)	- by 3:30 pm Pacific Time
Storehouse (drop ship delivery)	- by 10:00 am Pacific Time

Delivery Delays. Supplier will report any delivery delay whatsoever to the ordering Location, as well as its cause, within twenty-four (24) hours after Supplier is able to reasonably determine there will be a delay; the report will be provided to UC by telephone, e-mail, or facsimile. Supplier will keep UC fully informed and will take all reasonable action in eliminating the cause of delay.

Returns. Supplier agrees to accept standard Goods returned by UC if in resalable condition and if made within thirty (30) days of original shipment. Returns of standard goods may result in a 15% restocking fee, as well as any applicable shipping charges. Returns will not be allowed on custom or made to order styles. Supplier agrees to pay freight on any returns resulting from an error in shipment including, but not limited to, incorrect style, quantity, location, etc.

Credit. Requests for credit can be transmitted by the ordering UC personnel via the established order management system (telephone, fax, paper return form, and web-based). Chargebacks and credit memos will be issued to UC ordering departments in the current month's billing period. Return items will be

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credited at cost, less any applicable fees. If Goods were purchased via UC purchasing card, credit must be issued to the same purchasing card.

Out of Stock Items. If there is an out of stock situation of any ordered inventoried item(s), the out of stock item will be added to the back order file and will be delivered to UC when the item is in stock without a further order being submitted.

Surveys. Supplier will, at UC's request, conduct customer surveys of UC orders through questionnaires. The content of these surveys will be approved by UC. UC will be responsible for the tabulation of these surveys.

10. Partnership Opportunities

Upon mutual terms, Supplier and UC Campuses may engage in partnership opportunities that align the teaching, research and service mission of the University with strategic supplier relationships. These opportunities allow the Supplier to more directly impact student, academic, research and alumni stakeholders throughout the University. Opportunities include, but are not limited to:

- Student Internship & Career Development Opportunities
- Projects & Research focused on advancing sustainability of flooring products & services
- Guest lecture opportunities for design, engineering, sustainability, and business disciplines
- Sponsorship of Intercollegiate Athletics, Alumni, Associated Student Groups, etc.

11. Changes to the Services

UC may desire to change the Goods and/or Services following execution of an SOW. If so, UC will submit a written Amendment to Supplier describing the changes in appropriate detail. If an Amendment does not require Supplier to incur any additional material costs or expenses, then Supplier will make, or take material steps towards making, the modification within ten (10) business days of Supplier's receipt of UC's Amendment. If an Amendment does require that Supplier incur additional material costs or expenses, then Supplier in good faith will provide UC with a written, high level, non-binding assessment of the costs and expenses and the time required to perform the modifications required by the Amendment, within ten (10) business days of Supplier's receipt of UC's Amendment. UC will notify Supplier in writing within ten (10) business days after receipt of Supplier's response to the Amendment as to whether UC wishes Supplier to implement the Amendment based on the response. UC will compensate Supplier for implementation of an Amendment in accordance with the terms and conditions of the relevant Amendment and Supplier's response to the Amendment, if any. Supplier's implementation of an Amendment will not delay the performance of Services and/or the delivery of deliverables not reasonably affected by an Amendment.

12. No Mandatory Use

Because there is no mandatory use policy at UC, nothing in this Statement of Work will be construed to prevent UC from entering into similar agreements with any third parties including, without limitation, suppliers that may be in competition with Supplier.

This Statement of Work is signed below by the parties' duly authorized representatives.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

DocuSigned by:
Justin Sullivan
Sig...C81AF9F2384C40B...
(Signature)

Justin Sullivan Executive Director
(Printed Name, Title)

4/23/2020
(Date)

Shaw Industries, Inc.

DocuSigned by:
Jim Kirkpatrick
D88140ECEE7242B...
(Signature)

Jim Kirkpatrick Treasurer
(Printed Name, Title)

4/22/2020
(Date)

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UCOP-OMNIA Pricing

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Style Number		Style Name	Type	UOM	List	Discount Off List	Price	Chemicals of Concern	EPD
Broadloom									
60283		AMBITION II CLASSICBAC®	BROADLOOM	SY	$ 6.47	36%	$ 4.15	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5A240		AMBITION III 20 CLASSICBAC®	BROADLOOM	SY	$ 8.91	37%	$ 5.63	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5A241		AMBITION III 26 CLASSICBAC®	BROADLOOM	SY	$ 10.53	47%	$ 5.63	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
60114		HOMESTEAD CLASSICBAC®	BROADLOOM	SY	$ 11.74	48%	$ 6.09	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
60117		UPSCALE CLASSICBAC®	BROADLOOM	SY	$ 13.96	50%	$ 7.04	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
60127		HARBOR CLASSICBAC®	BROADLOOM	SY	$ 15.06	49%	$ 7.65	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5A252		AMEND	BROADLOOM	SY	$ 15.30	49%	$ 7.73	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5A253		ACCORD	BROADLOOM	SY	$ 15.30	49%	$ 7.73	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5A068		POTENTIAL III 26 CLASSICBAC®	BROADLOOM	SY	$ 15.41	49%	$ 7.80	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
60773		TOWN RESORT CLASSICBAC®	BROADLOOM	SY	$ 16.32	50%	$ 8.18	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5A254		MEMOIRS	BROADLOOM	SY	$ 16.92	51%	$ 8.24	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5A069		POTENTIAL III 28 CLASSICBAC®	BROADLOOM	SY	$ 15.75	47%	$ 8.39	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5A188		ESSENTIAL CLASSICBAC®	BROADLOOM	SY	$ 16.45	49%	$ 8.46	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5A189		PRIME CLASSICBAC®	BROADLOOM	SY	$ 16.45	49%	$ 8.46	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
60587		POTENTIAL III 26 UNITARY	BROADLOOM	SY	$ 16.41	48%	$ 8.51	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
60602		MOMENTUM IV UNITARY	BROADLOOM	SY	$ 16.15	46%	$ 8.67	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5A037		TERRA CLASSICBAC®	BROADLOOM	SY	$ 18.22	52%	$ 8.67	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5A038		FOSSIL CLASSICBAC®	BROADLOOM	SY	$ 18.22	52%	$ 8.67	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
60588		POTENTIAL III 28 UNITARY	BROADLOOM	SY	$ 16.83	47%	$ 8.95	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
60563		ASSOCIATE ULTRALOC® PATTERN	BROADLOOM	SY	$ 18.69	52%	$ 9.00	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5A255		SCENERY	BROADLOOM	SY	$ 19.08	51%	$ 9.27	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5A165		MELD CLASSICBAC®	BROADLOOM	SY	$ 19.62	53%	$ 9.31	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5A025		PETO II CLASSICBAC®	BROADLOOM	SY	$ 19.42	50%	$ 9.71	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5A032		DESIGN SERIES V 30 CLASSICBAC®	BROADLOOM	SY	$ 18.64	47%	$ 9.79	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD

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5A174		FLICKER CLASSICBAC®	BROADLOOM	SY	$ 19.29	49%	$ 9.89	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5A175		FLARE CLASSICBAC®	BROADLOOM	SY	$ 19.56	49%	$ 9.89	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5A205		SWITCH CLASSICBAC®	BROADLOOM	SY	$ 20.81	52%	$ 9.93	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5A164		ECLECTIC CLASSICBAC®	BROADLOOM	SY	$ 19.44	48%	$ 10.07	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5A203		TRANSFER CLASSICBAC®	BROADLOOM	SY	$ 20.81	52%	$ 10.08	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5A186		CONTOUR CLASSICBAC®	BROADLOOM	SY	$ 20.25	50%	$ 10.12	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5A187		OUTLINE CLASSICBAC®	BROADLOOM	SY	$ 20.25	50%	$ 10.12	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5A216		STYLUS CLASSICBAC®	BROADLOOM	SY	$ 19.57	48%	$ 10.19	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
50911		SPACE CLASSICBAC®	BROADLOOM	SY	$ 20.36	50%	$ 10.20	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5A204		MODIFY CLASSICBAC®	BROADLOOM	SY	$ 20.81	51%	$ 10.23	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5A065		DIVIDE CLASSICBAC®	BROADLOOM	SY	$ 20.12	49%	$ 10.26	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5A066		EQUAL CLASSICBAC®	BROADLOOM	SY	$ 20.10	49%	$ 10.26	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5A067		EDIT CLASSICBAC®	BROADLOOM	SY	$ 20.11	49%	$ 10.26	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5A233		SUMMIT CLASSICBAC®	BROADLOOM	SY	$ 20.33	50%	$ 10.26	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5A234		GROVE CLASSICBAC®	BROADLOOM	SY	$ 20.33	50%	$ 10.26	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5A235		BIRCH CLASSICBAC®	BROADLOOM	SY	$ 20.33	50%	$ 10.26	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5A247		STAY ULTRALOC®	BROADLOOM	SY	$ 21.78	53%	$ 10.26	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5A248		REMINISCE ULTRALOC®	BROADLOOM	SY	$ 22.32	54%	$ 10.26	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5A256		REIMAGINE	BROADLOOM	SY	$ 21.15	51%	$ 10.30	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5A151		TINT CLASSICBAC®	BROADLOOM	SY	$ 19.55	47%	$ 10.41	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5A152		TONE CLASSICBAC®	BROADLOOM	SY	$ 18.63	44%	$ 10.41	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
60774		IMAGERY CLASSICBAC®	BROADLOOM	SY	$ 19.08	45%	$ 10.54	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
60775		SENTIMENT CLASSICBAC®	BROADLOOM	SY	$ 19.86	47%	$ 10.54	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5A215		SCRIBE CLASSICBAC®	BROADLOOM	SY	$ 19.57	46%	$ 10.56	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
60589		INTERPLAY ULTRALOC® PATTERN	BROADLOOM	SY	$ 20.98	49%	$ 10.63	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
50912		CULTURE CLASSICBAC®	BROADLOOM	SY	$ 20.34	47%	$ 10.88	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
50913		EVOLUTION CLASSICBAC®	BROADLOOM	SY	$ 20.47	46%	$ 11.07	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
60514		SCHOLAR II UNITARY	BROADLOOM	SY	$ 19.62	43%	$ 11.17	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD

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60185		VILLA CLASSICBAC®	BROADLOOM	SY	$ 26.14	57%	$ 11.25	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5A153		GRADIENT ULTRALOC®	BROADLOOM	SY	$ 19.58	42%	$ 11.32	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5A257		STATEMENT	BROADLOOM	SY	$ 23.31	51%	$ 11.33	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5A123	*	TEXT CLASSICBAC®	BROADLOOM	SY	$ 20.31	44%	$ 11.43	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
60730		PROSPER CLASSICBAC®	BROADLOOM	SY	$ 24.15	52%	$ 11.61	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
60728		ACCOMLPISH CLASSICBAC®	BROADLOOM	SY	$ 24.14	52%	$ 11.63	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
60497	*	FIELD TRIP ULTRALOC® PATTERN	BROADLOOM	SY	$ 23.54	50%	$ 11.71	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5A033		DESIGN SERIES V 36 CLASSICBAC®	BROADLOOM	SY	$ 25.23	53%	$ 11.95	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5A124	*	TEXT ULTRALOC® PATTERN	BROADLOOM	SY	$ 23.36	48%	$ 12.05	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
60759		ASPIRE CLASSICBAC®	BROADLOOM	SY	$ 26.63	51%	$ 12.95	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
60751		WHISPER WALLCOVERING SBR LATEX	BROADLOOM	SY	$ 23.37	42%	$ 13.62		No
60665	*	FIELD TRIP ECOWORX® PERFORMANCE BROADLOOM	BROADLOOM	SY	$ 31.08	54%	$ 14.23	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5A183		LAYER ULTRALOC® PATTERN	BROADLOOM	SY	$ 25.41	43%	$ 14.36	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5A184		DIMENSION ULTRALOC® PATTERN	BROADLOOM	SY	$ 25.41	43%	$ 14.36	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
60734	*	CHARISMA ECOWORX® PERFORMANCE BROADLOOM	BROADLOOM	SY	$ 32.12	55%	$ 14.42	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
50875	*	MOVEMENT ULTRALOC® PATTERN	BROADLOOM	SY	$ 34.50	58%	$ 14.44	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5A176		AMPLIFY ULTRALOC® PATTERN	BROADLOOM	SY	$ 28.65	49%	$ 14.53	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
60726		PROSPER ECOWORX® PERFORMANCE BROADLOOM	BROADLOOM	SY	$ 31.43	53%	$ 14.63	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5A213		CONTE' ULTRALOC® PATTERN	BROADLOOM	SY	$ 27.02	45%	$ 14.85	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5A214		ERASE ULTRALOC® PATTERN	BROADLOOM	SY	$ 27.02	44%	$ 15.00	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD

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60727		ACCOMLPISH ECOWORX® PERFORMANCE BROADLOOM	BROADLOOM	SY	$ 31.42	52%	$ 15.06	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5A177		ILLUMINATE ULTRALOC® PATTERN	BROADLOOM	SY	$ 28.65	46%	$ 15.55	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5A017	*	SHIMMER ULTRALOC® PATTERN	BROADLOOM	SY	$ 35.04	56%	$ 15.58	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5A236		BOTAN ULTRALOC® PATTERN	BROADLOOM	SY	$ 30.45	49%	$ 15.65	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
60772		FAÇADE ECOWORX® PERFORMANCE BROADLOOM	BROADLOOM	SY	$ 26.45	39%	$ 16.02	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5A238		KUSA ULTRALOC® PATTERN	BROADLOOM	SY	$ 29.40	45%	$ 16.09	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
60735		HIGHLIGHT ECOWORX® PERFORMANCE BROADLOOM	BROADLOOM	SY	$ 32.70	50%	$ 16.29	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
60758		ASPIRE ECOWORX® PERFORMANCE BROADLOOM	BROADLOOM	SY	$ 33.32	51%	$ 16.37	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5A237		HANA ULTRALOC® PATTERN	BROADLOOM	SY	$ 30.65	46%	$ 16.42	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
60736		PROFILE ECOWORX® PERFORMANCE BROADLOOM	BROADLOOM	SY	$ 34.86	49%	$ 17.72	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5A141	*	NAVIGATE ULTRALOC® PATTERN	BROADLOOM	SY	$ 32.83	46%	$ 17.80	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
60766		COLLAGE ECOWORX® PERFORMANCE BROADLOOM	BROADLOOM	SY	$ 34.41	46%	$ 18.70	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5A242		ESCAPE ULTRALOC®	BROADLOOM	SY	$ 31.98	41%	$ 18.71	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
60755		BRIDGE ECOWORX® PERFORMANCE BROADLOOM	BROADLOOM	SY	$ 36.15	47%	$ 19.14	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
60754	*	ESSENCE ULTRALOC® PATTERN	BROADLOOM	SY	$ 40.38	52%	$ 19.24	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
60737		CADENCE ECOWORX® PERFORMANCE BROADLOOM	BROADLOOM	SY	$ 38.67	47%	$ 20.51	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD

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Walk-off									
5T033		ENTREE ECOWORX® TILE	TILE	SY	$ 55.19	43%	$ 31.42	Trace amounts of Fly Ash from Recycled Content	No
59411		BON JOUR ECOWORX® TILE	TILE	SY	$ 55.29	57%	$ 23.57	Trace amounts of Fly Ash from Recycled Content	No
5T032		BON JOUR II ECOWORX® TILE	TILE	SY	$ 55.19	46%	$ 29.93	Trace amounts of Fly Ash from Recycled Content	No
60746		BON JOUR II PERFORMANCE RUBBER BACKING	BROADLOOM	SY	$ 43.48	43%	$ 24.66		No
Tile									
5T208		INTENT ECOWORX® TILE	TILE	SY	$ 23.31	50%	$ 11.56	Mineral based non-halogenated flame retardant for regulatory requirements	No
5T209		PURPOSE ECOWORX® TILE - STRUTUM	TILE	SY	$ 23.31	50%	$ 11.56	Mineral based non-halogenated flame retardant for regulatory requirements	No
5T210		SITUATION ECOWORX® TILE	TILE	SY	$ 23.31	50%	$ 11.56	Mineral based non-halogenated flame retardant for regulatory requirements	No
5T294		ARRANGE TILE	TILE	SY	$ 24.93	51%	$ 12.11	Mineral based non-halogenated flame retardant for regulatory requirements	No
5T295		ARRAY TILE	TILE	SY	$ 24.93	51%	$ 12.11	Mineral based non-halogenated flame retardant for regulatory requirements	No
5T296		OFFSET TILE	TILE	SY	$ 24.93	51%	$ 12.11	Mineral based non-halogenated flame retardant for regulatory requirements	No
5T297		STRUCTURE TILE	TILE	SY	$ 24.93	51%	$ 12.11	Mineral based non-halogenated flame retardant for regulatory requirements	No
5T123		PRIMARY ECOWORX® TILE	TILE	SY	$ 27.81	50%	$ 14.04	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T206		POURED ECOWORX® TILE	TILE	SY	$ 29.07	50%	$ 14.41	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T207		STACKED ECOWORX® TILE	TILE	SY	$ 29.07	50%	$ 14.65	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T121		BASIC ECOWORX® TILE	TILE	SY	$ 27.81	46%	$ 15.00	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
59579		CATALYST ECOWORX® TILE	TILE	SY	$ 32.01	53%	$ 15.04	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
59580		HYBRID ECOWORX® TILE	TILE	SY	$ 32.01	53%	$ 15.16	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T125		SURROUND ECOWORX® TILE	TILE	SY	$ 30.27	50%	$ 15.24	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T070		SHAPE ECOWORX® TILE	TILE	SY	$ 32.54	53%	$ 15.35	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T124		CENTRIC ECOWORX® TILE	TILE	SY	$ 30.27	49%	$ 15.45	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD

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5T009		VAST ECOWORX® TILE	TILE	SY	$ 36.08	57%	$ 15.47	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T172		SEA ECOWORX® TILE	TILE	SY	$ 30.82	49%	$ 15.62	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T019		TEMPT ECOWORX® TILE	TILE	SY	$ 33.97	54%	$ 15.73	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T069		REVERSE ECOWORX® TILE	TILE	SY	$ 32.54	51%	$ 15.80	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
59563		TRANSPARENT ECOWORX® TILE	TILE	SY	$ 29.73	47%	$ 15.86	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
59576		DISPERSE ECOWORX® TILE	TILE	SY	$ 34.19	53%	$ 15.97	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
59502		MOMENTUM IV ECOWORX® TILE	TILE	SY	$ 32.48	51%	$ 16.02	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T078		REALM ECOWORX® TILE	TILE	SY	$ 33.27	52%	$ 16.04	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
59224		STRAIGHTFORWARD ECOWORX® TILE	TILE	SY	$ 37.95	58%	$ 16.06	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
59575		DIFFUSE ECOWORX® TILE	TILE	SY	$ 33.97	53%	$ 16.06	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
59564		CLEAR ECOWORX® TILE	TILE	SY	$ 29.72	46%	$ 16.08	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T173		SEA EDGE ECOWORX® TILE	TILE	SY	$ 30.82	48%	$ 16.08	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T010		INFINITE ECOWORX® TILE	TILE	SY	$ 36.08	55%	$ 16.13	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T079		FIELD ECOWORX® TILE	TILE	SY	$ 34.18	53%	$ 16.15	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T261		BELONG ECOWORX® TILE	TILE	SY	$ 32.13	50%	$ 16.17	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
59562		GLAZE ECOWORX® TILE	TILE	SY	$ 29.74	46%	$ 16.19	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD

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59327		ALLURE ECOWORX® TILE	TILE	SY	$ 30.73	47%	$ 16.21	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
59328		SHINE ECOWORX® TILE	TILE	SY	$ 30.73	47%	$ 16.24	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T185		DIFFUSE 9X36 ECOWORX® TILE	TILE	SY	$ 33.09	51%	$ 16.24	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T174		SKY ECOWORX® TILE	TILE	SY	$ 30.82	47%	$ 16.26	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T265		DREAM ECOWORX® TILE	TILE	SY	$ 31.95	49%	$ 16.34	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T263		MEMORY ECOWORX® TILE	TILE	SY	$ 32.22	49%	$ 16.46	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
59329		GLIMMER ECOWORX® TILE	TILE	SY	$ 30.73	46%	$ 16.47	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T018		TANGLE ECOWORX® TILE	TILE	SY	$ 33.97	51%	$ 16.48	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T040		EMBARK ECOWORX® TILE	TILE	SY	$ 32.76	50%	$ 16.48	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T080		SCAPE ECOWORX® TILE	TILE	SY	$ 33.18	50%	$ 16.48	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T184		DISPERSE 9X36 ECOWORX® TILE	TILE	SY	$ 33.09	49%	$ 16.72	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T039	*	WANDER ECOWORX® TILE	TILE	SY	$ 32.76	49%	$ 16.76	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T175		CITY CENTRAL ECOWORX® TILE	TILE	SY	$ 33.18	49%	$ 16.76	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T156		TINGE ECOWORX® TILE	TILE	SY	$ 31.72	47%	$ 16.79	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T157		UNDERTONE ECOWORX® TILE	TILE	SY	$ 31.72	47%	$ 16.80	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T071		DIRECTION ECOWORX® TILE	TILE	SY	$ 32.54	47%	$ 17.17	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD

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59369		PETO II 20 ECOWORX® TILE	TILE	SY	$ 36.99	53%	$ 17.51	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T176		CENTRAL LINE ECOWORX® TILE	TILE	SY	$ 33.18	47%	$ 17.53	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
59113		BYLINE ECOWORX® TILE	TILE	SY	$ 33.57	48%	$ 17.55	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T232		CHALET 9" X 36" ECOWORX® TILE	TILE	SY	$ 36.45	52%	$ 17.67	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T233		DIFFUSE 24X24 ECOLOGIX	TILE	SY	$ 34.63	49%	$ 17.80	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
59558		INTRIGUE ECOWORX® TILE	TILE	SY	$ 35.11	49%	$ 17.84	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
59554		CAPTIVATE ECOWORX® TILE	TILE	SY	$ 35.12	49%	$ 17.91	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
59106		LINAGE ECOWORX® TILE	TILE	SY	$ 33.64	47%	$ 17.93	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T183		SCULPT LOOP ECOWORX® TILE	TILE	SY	$ 42.17	57%	$ 17.95	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T186		THINK ECOWORX® TILE	TILE	SY	$ 34.81	48%	$ 17.98	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T081		COLOR FRAME ECOWORX® TILE	TILE	SY	$ 41.56	56%	$ 18.11	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T187		ENGAGE ECOWORX® TILE	TILE	SY	$ 34.81	48%	$ 18.16	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T188		IMPACT ECOWORX® TILE	TILE	SY	$ 37.16	50%	$ 18.47	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
59105		LINK ECOWORX® TILE	TILE	SY	$ 33.64	45%	$ 18.61	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T036	*	VAPOR ECOWORX® TILE	TILE	SY	$ 44.01	57%	$ 19.06	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T105		ROTATE ECOWORX® TILE	TILE	SY	$ 38.39	50%	$ 19.08	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD

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59387		REPARTEE ECOWORX® TILE	TILE	SY	$ 42.35	55%	$ 19.11	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T234		DIFFUSE 24X24 ECOLOGIX ES	TILE	SY	$ 36.60	47%	$ 19.42	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T198		BASALT II ECOWORX® TILE	TILE	SY	$ 41.60	53%	$ 19.55	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
59534		GRADIENT ECOWORX® TILE	TILE	SY	$ 37.66	48%	$ 19.62	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T112		COLOR FORM ECOWORX® TILE	TILE	SY	$ 40.38	51%	$ 19.68	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T199		FAULT LINES II ECOWORX® TILE	TILE	SY	$ 41.60	53%	$ 19.68	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T200		GRAVEL II ECOWORX® TILE 3.25%	TILE	SY	$ 41.60	53%	$ 19.68	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T201		PAVERS II ECOWORX® TILE	TILE	SY	$ 41.60	53%	$ 19.69	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T038	*	FRINGE ECOWORX® TILE	TILE	SY	$ 44.01	55%	$ 19.90	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
59371		PETO II 26 ECOWORX® TILE	TILE	SY	$ 46.65	57%	$ 19.94	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T110		VALUE ECOWORX® TILE	TILE	SY	$ 44.77	55%	$ 20.18	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T064		AUGMENT ECOWORX® TILE	TILE	SY	$ 40.88	51%	$ 20.19	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T116		STIPPLE ECOWORX® TILE	TILE	SY	$ 47.80	58%	$ 20.19	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T103		COPY TILE	TILE	SY	$ 38.39	47%	$ 20.31	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T127		DISTORT ECOWORX® TILE	TILE	SY	$ 44.09	54%	$ 20.40	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T104		CONSTRUCT ECOWORX® TILE	TILE	SY	$ 38.39	47%	$ 20.49	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD

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5T107		ACHROMATIC ECOWORX® TILE	TILE	SY	$ 44.77	54%	$ 20.54	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T109		SATURATE ECOWORX® TILE	TILE	SY	$ 44.77	54%	$ 20.56	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
59463		PRISMA ECOWORX® TILE	TILE	SY	$ 43.50	52%	$ 20.77	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T065		HYPE ECOWORX® TILE	TILE	SY	$ 40.88	49%	$ 20.77	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
59342	*	CONNECT ECOWORX® TILE	TILE	SY	$ 40.47	48%	$ 20.85	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T126		ANALOG ECOWORX® TILE	TILE	SY	$ 44.09	52%	$ 21.01	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T037		HAZE ECOWORX® TILE	TILE	SY	$ 44.01	52%	$ 21.12	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T004		APPLIED ECOWORX® TILE	TILE	SY	$ 43.40	51%	$ 21.15	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T002		VISIBLE ECOWORX® TILE	TILE	SY	$ 43.40	51%	$ 21.23	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T108		DUOTONE ECOWORX® TILE 2.35%	TILE	SY	$ 44.77	52%	$ 21.28	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T240		SHELTER ECOWORX® TILE	TILE	SY	$ 44.04	51%	$ 21.41	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T003		ABSORBED ECOWORX® TILE	TILE	SY	$ 43.40	51%	$ 21.46	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T051	*	STILL ECOWORX® TILE	TILE	SY	$ 47.59	55%	$ 21.56	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T001		VIBRANT ECOWORX® TILE	TILE	SY	$ 43.40	50%	$ 21.57	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T202		ADVANCE ECOWORX® TILE	TILE	SY	$ 45.36	52%	$ 21.58	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
59455	*	FOCUS ECOWORX® TILE	TILE	SY	$ 42.37	49%	$ 21.59	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD

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59466		MIRROR IMAGE ECOWORX® TILE	TILE	SY	$ 44.77	52%	$ 21.61	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
59550	*	SITE LINES ECOWORX® TILE	TILE	SY	$ 44.45	51%	$ 21.64	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T114		LINEWEIGHT ECOWORX® TILE	TILE	SY	$ 47.80	55%	$ 21.64	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T203		DASH ECOWORX® TILE	TILE	SY	$ 45.36	52%	$ 21.69	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T143		EXPLORE ECOWORX® TILE	TILE	SY	$ 48.47	55%	$ 21.70	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T238		NEST ECOWORX® TILE	TILE	SY	$ 44.04	51%	$ 21.70	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T128		GLITCH ECOWORX® TILE 2.35%	TILE	SY	$ 44.09	51%	$ 21.72	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T205		TURN ECOWORX® TILE	TILE	SY	$ 45.36	52%	$ 21.72	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T267		SUPPORT TILE	TILE	SY	$ 39.33	45%	$ 21.75	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T268		ESTABLISH TILE	TILE	SY	$ 39.33	45%	$ 21.75	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T269		CONVENE TILE	TILE	SY	$ 39.33	45%	$ 21.75	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T194		KUSA ECOWORX® TILE	TILE	SY	$ 46.91	54%	$ 21.77	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T130		MANIPULATE ECOWORX® TILE	TILE	SY	$ 44.09	51%	$ 21.81	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T007		SCULPT ECOWORX® TILE	TILE	SY	$ 44.70	51%	$ 21.85	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
59343		EMOTION ECOWORX TILE	TILE	SY	$ 42.14	48%	$ 22.05	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T239		DWELLING ECOWORX® TILE	TILE	SY	$ 44.04	49%	$ 22.29	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD

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5T204		TRACK ECOWORX® TILE	TILE	SY	$ 45.36	51%	$ 22.40	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
59358	*	COLOR PLAY ECOWORX® TILE	TILE	SY	$ 48.06	53%	$ 22.41	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T193		HANA ECOWORX® TILE	TILE	SY	$ 48.76	54%	$ 22.67	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T006		ALIGN ECOWORX® TILE	TILE	SY	$ 44.70	49%	$ 22.73	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T005		TRACE ECOWORX® TILE	TILE	SY	$ 44.70	49%	$ 22.74	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
59359	*	KINETIC ECOWORX® TILE	TILE	SY	$ 47.92	52%	$ 22.78	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
59529		BRILLIANCE ECOWORX® TILE	TILE	SY	$ 41.25	45%	$ 22.88	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
59530		STRIKING ECOWORX® TILE	TILE	SY	$ 43.17	47%	$ 23.04	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T059	*	EXPAND ECOWORX® TILE	TILE	SY	$ 49.21	53%	$ 23.09	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T113		FINE POINT ECOWORX® TILE	TILE	SY	$ 47.80	51%	$ 23.24	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T151	*	EXPOSE ECOWORX® TILE	TILE	SY	$ 46.53	50%	$ 23.37	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T085		INTERACT ECOWORX® TILE	TILE	SY	$ 48.28	52%	$ 23.38	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T083		PAUSE ECOWORX® TILE	TILE	SY	$ 47.11	50%	$ 23.44	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T049	*	IGNITE ECOWORX® TILE	TILE	SY	$ 47.59	51%	$ 23.53	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
59583		CHROMA ECOWORX® TILE	TILE	SY	$ 46.44	49%	$ 23.59	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T192		BOTAN ECOWORX® TILE	TILE	SY	$ 48.76	52%	$ 23.61	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD

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5T241		CURVE ECOWORX® TILE	TILE	SY	$ 40.05	41%	$ 23.70	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T242		DIAGONAL ECOWORX® TILE	TILE	SY	$ 40.05	41%	$ 23.70	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T243		POINT ECOWORX® TILE	TILE	SY	$ 40.05	41%	$ 23.70	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T017	*	QUARTZ ECOWORX® TILE	TILE	SY	$ 52.78	55%	$ 23.76	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0204		COLOR CHOICE MODULAR	TILE	SY	$ 51.89	54%	$ 23.77	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T086		VANTAGE ECOWORX® TILE	TILE	SY	$ 47.11	49%	$ 23.82	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T084		STEP ECOWORX® TILE	TILE	SY	$ 47.11	49%	$ 23.85	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T244		SQUARE ECOWORX® TILE	TILE	SY	$ 40.05	40%	$ 23.94	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T216		SEEK ECOWORX® TILE	TILE	SY	$ 51.79	54%	$ 23.96	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T152	*	RELIEF ECOWORX® TILE	TILE	SY	$ 46.53	48%	$ 23.97	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T014	*	MICA ECOWORX® TILE	TILE	SY	$ 52.78	55%	$ 23.99	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
59572	*	BLOCK PRINT ECOWORX® TILE	TILE	SY	$ 46.70	48%	$ 24.20	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T150		UNCOVER ECOWORX® TILE	TILE	SY	$ 46.53	48%	$ 24.20	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
59573		EMBELLISH ECOWORX® TILE	TILE	SY	$ 42.33	43%	$ 24.22	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
59591		SKETCH ECOWORX® TILE	TILE	SY	$ 48.86	50%	$ 24.23	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
59368		TRU COLOURS ECOWORX® TILE	TILE	SY	$ 54.02	55%	$ 24.26	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD

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59592		IMPRINT ECOWORX® TILE	TILE	SY	$ 48.72	50%	$ 24.39	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T144		LINGER ECOWORX® TILE	TILE	SY	$ 47.21	48%	$ 24.40	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
59537	*	CITY GRID ECOWORX® TILE	TILE	SY	$ 48.03	49%	$ 24.41	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T016	*	JASPER ECOWORX® TILE	TILE	SY	$ 52.78	54%	$ 24.41	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
59167	*	MERGE ECOWORX® TILE	TILE	SY	$ 48.64	50%	$ 24.42	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T141		RENEW ECOWORX® TILE	TILE	SY	$ 48.47	50%	$ 24.47	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T035		PORTAL ECOWORX® TILE	TILE	SY	$ 54.43	55%	$ 24.57	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
59584		SPECTRUM ECOWORX® TILE	TILE	SY	$ 46.24	47%	$ 24.59	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
59597		FADE ECOWORX® TILE	TILE	SY	$ 52.77	53%	$ 24.90	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
59596		BLUR ECOWORX® TILE	TILE	SY	$ 52.77	52%	$ 25.07	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
59525		PRAIRIE ECOWORX® TILE	TILE	SY	$ 47.67	47%	$ 25.26	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
59598		OVERLAY ECOWORX® TILE	TILE	SY	$ 52.77	52%	$ 25.28	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T091		REST ECOWORX® TILE	TILE	SY	$ 46.53	45%	$ 25.44	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
59361		RADIANCE ECOWORX® TILE	TILE	SY	$ 57.80	56%	$ 25.72	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
59114		VERTICAL EDGE ECOWORX® TILE	TILE	SY	$ 54.94	53%	$ 25.75	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T031		WELCOME II ECOWORX® TILE	TILE	SY	$ 55.19	53%	$ 26.15	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD

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59363		RICHE ECOWORX® TILE	TILE	SY	$ 48.32	45%	$ 26.53	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
59360		GLITZ ECOWORX® TILE	TILE	SY	$ 57.82	54%	$ 26.56	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T058		ANGLE ECOWORX® TILE	TILE	SY	$ 59.48	55%	$ 26.72	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
59362		LUMINOSITY ECOWORX® TILE	TILE	SY	$ 57.96	54%	$ 26.94	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T257		IMPRESSION I ECOWORX® TILE	TILE	SY	$ 46.53	42%	$ 26.94	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T258		IMPRESSION II ECOWORX® TILE	TILE	SY	$ 46.53	42%	$ 26.94	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T259		IMPRESSION III ECOWORX® TILE	TILE	SY	$ 46.53	42%	$ 26.94	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T034		PATH ECOWORX® TILE	TILE	SY	$ 54.43	50%	$ 27.42	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
59115	*	HORIZONTAL EDGE ECOWORX® TILE	TILE	SY	$ 54.94	50%	$ 27.47	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T161		COLOR SHIFT HEXAGON ECOWORX® TILE	TILE	SY	$ 57.33	49%	$ 29.42	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T041		DYE LAB ECOWORX® TILE	TILE	SY	$ 63.57	52%	$ 30.26	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T159		BASE HEXAGON ECOWORX® TILE	TILE	SY	$ 57.33	47%	$ 30.26	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T160		CONTACT HEXAGON ECOWORX® TILE	TILE	SY	$ 57.33	46%	$ 30.75	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T054		PLANE HEXAGON ECOWORX® TILE	TILE	SY	$ 64.14	52%	$ 30.87	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T057		BEVEL HEXAGON ECOWORX® TILE	TILE	SY	$ 74.95	54%	$ 34.82	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
5T096		CLOTH ECOWORX® TILE	TILE	SY	$ 83.71	51%	$ 41.31	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD

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5T260		IMPRESSION IV ECOWORX® TILE	TILE	SY	$ 46.53	42%	$ 2,604.00	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
Resilient									
0655V		TERRAIN 8 MIL	RESILIENT	SF	$ 2.20	59%	$ 0.91	PVC Content	YES, ISO14025 Industry Average EPD
0656V		BRUSH 8 MIL	RESILIENT	SF	$ 2.20	59%	$ 0.91	PVC Content	YES, ISO14025 Industry Average EPD
0565V		BRUSH 12 MIL	RESILIENT	SF	$ 3.30	65%	$ 1.14	PVC Content	YES, ISO14025 Industry Average EPD
0566V		PLASTER 12 MILL	RESILIENT	SF	$ 3.30	65%	$ 1.14	PVC Content	YES, ISO14025 Industry Average EPD
0567V		LINE 12 MIL	RESILIENT	SF	$ 3.30	65%	$ 1.14	PVC Content	YES, ISO14025 Industry Average EPD
0453V		TERRAIN II 12MIL	RESILIENT	SF	$ 3.00	62%	$ 1.15	PVC Content	YES, ISO14025 Industry Average EPD
0116V		NATIVE ORIGINS	RESILIENT	SF	$ 2.86	57%	$ 1.24	PVC Content	YES, ISO14025 Industry Average EPD
0517V		TERRAIN 12MIL	RESILIENT	SF	$ 3.30	62%	$ 1.25	PVC Content	YES, ISO14025 Industry Average EPD
0009V		DECO ADVANTAGE STONE	RESILIENT	SF	$ 2.83	54%	$ 1.30	PVC Content	YES, ISO14025 Industry Average EPD
0553V		PLASTER 20 MIL	RESILIENT	SF	$ 5.50	69%	$ 1.71	PVC Content	YES, ISO14025 Industry Average EPD
0454V		TERRAIN II 20MIL	RESILIENT	SF	$ 5.50	65%	$ 1.94	PVC Content	YES, ISO14025 Industry Average EPD
0564V		TERRAIN 20MIL	RESILIENT	SF	$ 5.50	65%	$ 1.95	PVC Content	YES, ISO14025 Industry Average EPD
0692V		INTRICATE	RESILIENT	SF	$ 5.00	61%	$ 1.95	PVC Content	YES, ISO14025 Industry Average EPD
0552V		BRUSH 20 MIL	RESILIENT	SF	$ 5.50	63%	$ 2.02	PVC Content	YES, ISO14025 Industry Average EPD
0554V		LINE 20 MIL	RESILIENT	SF	$ 5.50	63%	$ 2.02	PVC Content	YES, ISO14025 Industry Average EPD
0502V		GRAIN - DIRECT GLUE	RESILIENT	SF	$ 4.00	49%	$ 2.03	PVC Content	YES, ISO14025 Industry Average EPD
0514V		INTERVAL	RESILIENT	SF	$ 5.00	59%	$ 2.03	PVC Content	YES, ISO14025 Industry Average EPD
0515V		SURFACE	RESILIENT	SF	$ 5.00	59%	$ 2.03	PVC Content	YES, ISO14025 Industry Average EPD
0516V		STRAND	RESILIENT	SF	$ 5.00	59%	$ 2.03	PVC Content	YES, ISO14025 Industry Average EPD
0188V		UNCOMMON GROUND 6"	RESILIENT	SF	$ 4.77	57%	$ 2.07	PVC Content	YES, ISO14025 Industry Average EPD
0187V		UNCOMMON GROUND 4"	RESILIENT	SF	$ 4.77	56%	$ 2.08	PVC Content	YES, ISO14025 Industry Average EPD
0993V		JOY SQUARED	RESILIENT	SF	$ 5.00	57%	$ 2.16	PVC Content	YES, ISO14025 Industry Average EPD
0203V		CRETE	RESILIENT	SF	$ 4.64	52%	$ 2.21	PVC Content	YES, ISO14025 Industry Average EPD
0215V		JEOGORI	RESILIENT	SF	$ 4.64	52%	$ 2.21	PVC Content	YES, ISO14025 Industry Average EPD
0503V		PIGMENT - DIRECT GLUE	RESILIENT	SF	$ 4.00	45%	$ 2.21	PVC Content	YES, ISO14025 Industry Average EPD
0892V		TERRAIN II 30 MIL	RESILIENT	SF	$ 5.10	56%	$ 2.23	PVC Content	YES, ISO14025 Industry Average EPD
0618V		EMERGE	RESILIENT	SF	$ 5.00	52%	$ 2.42	PVC Content	YES, ISO14025 Industry Average EPD
0601V		UNVEIL	RESILIENT	SF	$ 5.15	52%	$ 2.49	PVC Content	YES, ISO14025 Industry Average EPD
0648V		SOLITUDE	RESILIENT	SF	$ 5.15	51%	$ 2.53	PVC Content	YES, ISO14025 Industry Average EPD

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0922V		CUT	RESILIENT	SF	$ 5.00	49%	$ 2.54	PVC Content	YES, ISO14025 Industry Average EPD
0364V		GRAIN	RESILIENT	SF	$ 6.24	58%	$ 2.63	PVC Content	YES, ISO14025 Industry Average EPD
0945V		SHEAR	RESILIENT	SF	$ 5.00	45%	$ 2.73	PVC Content	YES, ISO14025 Industry Average EPD
098UV		COMPOSED	RESILIENT	SF	$ 6.60	57%	$ 2.85	PVC Content	YES, ISO14025 Industry Average EPD
0926V		INLET	RESILIENT	SF	$ 6.00	52%	$ 2.87	PVC Content	YES, ISO14025 Industry Average EPD
0927V		COVE	RESILIENT	SF	$ 6.00	52%	$ 2.87	PVC Content	YES, ISO14025 Industry Average EPD
094UV		CONCRETE	RESILIENT	SF	$ 6.60	57%	$ 2.87	PVC Content	YES, ISO14025 Industry Average EPD
0365V		PIGMENT	RESILIENT	SF	$ 6.24	53%	$ 2.93	PVC Content	YES, ISO14025 Industry Average EPD
0186V		QUIET COVER	RESILIENT	SF	$ 6.74	56%	$ 2.98	PVC Content	YES, ISO14025 Industry Average EPD
0895V		INNATE (BIO BASED)	RESILIENT	SF	$ 9.00	52%	$ 4.33	None	Yes, ISO14025 Product Specific EPD
0896V		IN TANDEM PLANK (BIO BASED)	RESILIENT	SF	$ 9.00	52%	$ 4.33	None	Yes, ISO14025 Product Specific EPD
0733V		RETHINK	RESILIENT	SF	$ 8.49	49%	$ 4.35	PVC Content	YES, ISO14025 Industry Average EPD
0709V		SHIFT	RESILIENT	SF	$ 8.57	49%	$ 4.39	PVC Content	YES, ISO14025 Industry Average EPD
0710V		TILT	RESILIENT	SF	$ 8.57	48%	$ 4.48	PVC Content	YES, ISO14025 Industry Average EPD
0551V		LEVEL HEXAGON	RESILIENT	SF	$ 8.40	46%	$ 4.53	PVC Content	YES, ISO14025 Industry Average EPD
0718V		ARTESIAN	RESILIENT	SY	$ 12.24	51%	$ 6.02	PVC Content	YES, ISO14025 Industry Average EPD
0002V		NATURELIFE WOOD	RESILIENT	SY	$ 48.80	53%	$ 22.71	PVC Content	YES, ISO14025 Industry Average EPD
0873V		VITALITY	RESILIENT	SY	$ 44.29	47%	$ 23.63	PVC Content	YES, ISO14025 Industry Average EPD
0797V		REED	RESILIENT	SY	$ 44.29	45%	$ 24.47	PVC Content	YES, ISO14025 Industry Average EPD
0798V		ROJI	RESILIENT	SY	$ 44.29	45%	$ 24.47	PVC Content	YES, ISO14025 Industry Average EPD
0513V		CHANGE	RESILIENT	SY	$ 48.41	49%	$ 24.50	PVC Content	YES, ISO14025 Industry Average EPD
0796V		TATAMI	RESILIENT	SY	$ 44.29	44%	$ 24.68	PVC Content	YES, ISO14025 Industry Average EPD
0301V		BASSTONES	RESILIENT	SY	$ 51.50	52%	$ 24.71	PVC Content	YES, ISO14025 Industry Average EPD
0512V		CONSTANT	RESILIENT	SY	$ 48.41	48%	$ 25.23	PVC Content	YES, ISO14025 Industry Average EPD
0897V		IN TANDEM SHEET (BIO BASED)	RESILIENT	SY	$ 72.00	52%	$ 34.64	None	Yes, ISO14025 Product Specific EPD
302VS		COLLECTIVE TIME WELD ROD	RESILIENT	Roll	$ 72.04	48%	$ 37.24	PVC Content	No
353VS		TERASU WELD ROD	RESILIENT	Roll	$ 72.04	45%	$ 39.40	PVC Content	No
087VS		GROUNDWORKS	RESILIENT	Roll	$ 75.00	45%	$ 41.61	None	No
071VS		HUSH II	RESILIENT	EA	$ 319.88	43%	$ 183.57	None	No
Sports Flooring									
0003V		REXCOURT 4.5 (CONTAINER ONLY PRODUCT)	RESILIENT	SY	$ 49.04	43%	$ 28.04	PVC Content	No
0004V		REXCOURT 6.5	RESILIENT	SY	$ 56.37	43%	$ 32.08	PVC Content	No
0005V		REXCOURT 8 (CONTAINER ONLY PRODUCT)	RESILIENT	SY	$ 70.14	45%	$ 38.89	PVC Content	No
Adhesives									
016VS		COPPER	RESILIENT	Kit	$ 0.74	20%	$ 0.59	None	No

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H8300	BROADLOOM MOISTURE IMPERVIOUS SEAM SEALER	BROADLOOM	EA	$ 8.08	12%	$ 7.14	None	No
CATGA	SHAW TONGUE AND GROOVE ADHESIVE	HS	EA	$ 13.70	45%	$ 7.53	None	No
165VS	TRANSITION TAPE	RESILIENT	EA	$ 16.00	44%	$ 8.92	None	No
H4000	BROADLOOM SEAM SEALERS	BROADLOOM	EA	$ 13.04	23%	$ 10.08	None	No
350VS	QUARTER ROUND LVT	RESILIENT	EA	$ 26.00	49%	$ 13.33	PVC Content	No
015VS	RESILIENT SEAM SEALER	RESILIENT	EA	$ 23.53	27%	$ 17.20	None	No
166VS	COVE 1 GALLON ADHESIVE	RESILIENT	EA	$ 42.00	49%	$ 21.37	None	No
H5001	5001 - CARPET TILE STANDARD ADHESIVE	TILE	Pail	$ 26.73	17%	$ 22.08	None	No
083VS	SELITAC UNDERLAYMENT 100 SF/ROLL	HS	Roll	$ 23.00	4%	$ 22.10	None	No
CAREM	URETHANE ADHESIVE REMOVER	HS	Quart	$ 47.90	46%	$ 25.68	None	No
CAA92	SHAW URETHANE HARDWOOD ADHESIVE REMOVER WIPES	HS	EA	$ 49.27	46%	$ 26.41	None	No
348VS	MULTI PR RD LVT	RESILIENT	EA	$ 52.00	46%	$ 28.10	PVC Content	No
349VS	T-MOLDING LVT	RESILIENT	EA	$ 52.00	46%	$ 28.18	PVC Content	No
01X46	QUARTER ROUND XRC - CONCRETE & COMPOSED	RESILIENT	EA	$ 50.05	40%	$ 29.86	PVC Content	No
066VS	SHAW S150 SPRAY ADHESIVE	RESILIENT	EA	$ 54.84	43%	$ 31.43	None	No
067VS	S150 - RESILIENT SPRAY (ROLLS)	RESILIENT	EA	$ 54.84	43%	$ 31.43	None	No
SCUN1	TERRAIN OMNI-TRANSITION	RESILIENT	EA	$ 50.05	32%	$ 33.88	PVC Content	No
SCUN2	TERRAIN II OMNI-TRANSITION	RESILIENT	EA	$ 45.50	26%	$ 33.88	PVC Content	No
01X20	BABY THRESHOLD XRC- CONCRETE & COMPOSED	RESILIENT	EA	$ 50.05	32%	$ 33.89	PVC Content	No
H1200	MULTI-PURPOSE ADHESIVE	BROADLOOM	Pail	$ 47.10	28%	$ 33.94	None	No
02X62	T-MOLD XRC - CONCRETE & COMPOSED	RESILIENT	EA	$ 50.05	32%	$ 34.19	PVC Content	No
02W26	T-MOLD CORETEC XL	RESILIENT	EA	$ 50.05	32%	$ 34.22	PVC Content	No
H1000	BROADLOOM ADHESIVE	BROADLOOM	Pail	$ 47.10	27%	$ 34.22	None	No
01X70	REDUCER XRC - CONCRETE & COMPOSED	RESILIENT	EA	$ 50.05	31%	$ 34.42	PVC Content	No
02W13	FLUSH STAIR NOSE CORETEC EIRIS	RESILIENT	EA	$ 50.05	31%	$ 34.75	PVC Content	No
02W16	FLUSH STAIR NOSE CORETEC DEFINED	RESILIENT	EA	$ 45.50	23%	$ 34.84	PVC Content	No
02W04	FLUSH STAIR NOSE CORETEC XL	RESILIENT	EA	$ 50.05	30%	$ 34.97	PVC Content	No
02W12	FLUSH STAIR NOSE CORETEC LINEAR	RESILIENT	EA	$ 45.50	23%	$ 35.24	PVC Content	No
001VS	BIOLIFE WELD ROD	RESILIENT	Roll	$ 72.04	51%	$ 35.40	PVC Content	No
01X95	STAIR NOSE XRC - CONCRETE & COMPOSED	RESILIENT	EA	$ 59.68	40%	$ 36.10	PVC Content	No
02W01	FLUSH STAIR NOSE CORETEC 500	RESILIENT	EA	$ 50.05	27%	$ 36.60	PVC Content	No
236VS	VITALITY WELD ROD	RESILIENT	Roll	$ 72.04	48%	$ 37.45	PVC Content	No
022VS	CHORDINATES WELD ROD	RESILIENT	Roll	$ 72.04	48%	$ 37.77	PVC Content	No
002VS	NATURELIFE WELD ROD	RESILIENT	Roll	$ 72.04	48%	$ 37.78	PVC Content	No
SCQT1	TERRAIN QUARTER ROUND	RESILIENT	EA	$ 50.05	23%	$ 38.76	PVC Content	No
SCQT2	TERRAIN II QUARTER ROUND	RESILIENT	EA	$ 45.50	15%	$ 38.76	PVC Content	No
02W06	FLUSH STAIR NOSE CORETEC 700	RESILIENT	EA	$ 50.05	22%	$ 38.94	PVC Content	No
02W74	BABY THRESHOLD CAMARET	HS	EA	$ 67.10	39%	$ 40.66	None	No
347VS	STAIRNOSE LVT	RESILIENT	EA	$ 64.00	36%	$ 40.74	PVC Content	No
02W17	FLUSH STAIR NOSE XRC - CONCRETE & COMPOSED	RESILIENT	EA	$ 59.68	30%	$ 41.97	PVC Content	No
H1036	SUPERIOR GRADE MULTIPURPOSE ADHESIVE CONTAINING FLORSEPT AATC174	BROADLOOM	Pail	$ 56.72	26%	$ 42.19	Added Antimicrobial	No
SCSN1	TERRAIN STAIRNOSE	RESILIENT	EA	$ 59.68	28%	$ 42.69	PVC Content	No
SCSN2	TERRAIN II STAIRNOSE	RESILIENT	EA	$ 54.25	21%	$ 42.69	PVC Content	No
027VS	SHAW 4100-1G	RESILIENT	Pail	$ 79.88	46%	$ 43.32	None	No
028VS	4100 - RESILIENT 1 GALLON ADHESIVE(ROLLS)	RESILIENT	Pail	$ 79.88	46%	$ 43.32	None	No
UV856	4100 - RESILIENT 1 GALLON ADHESIVE (UNITS)	RESILIENT	Pail	$ 79.88	46%	$ 43.32	None	No
H3800	3800 - UNIVERSAL INDOOR/OUTDOOR ADHESIVE	BROADLOOM	Pail	$ 58.33	23%	$ 45.04	None	No
L3800	3800 - UNIVERSAL INDOOR/OUTDOOR ADHESIVE UNITS	BROADLOOM	Pail	$ 58.33	23%	$ 45.04	None	No
N3800	3800 - UNIVERSAL INDOOR/OUTDOOR ADHESIVE	TILE	Pail	$ 58.33	23%	$ 45.04	None	No
H3600	ECO FLOR SEPT ADHESIVE	BROADLOOM	Pail	$ 61.26	24%	$ 46.26	Added Antimicrobial	No
096VS	VSM VERSASHIELD 2" TAPE	RESILIENT	EA	$ 71.25	33%	$ 48.08	None	No

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04W19		T-MOLD CAMARET	HS	EA	$ 67.10	26%	$ 49.69	None	No
03W38		REDUCER CAMARET	HS	EA	$ 67.10	24%	$ 50.81	None	No
03W07		QUARTER ROUND CAMARET	HS	EA	$ 67.10	19%	$ 54.21	None	No
031VS		9050 RESILIENT FLOOR PRIMER (ROLLS)	RESILIENT	Pail	$ 95.69	43%	$ 54.32	None	No
031VU		9050 - RESILIENT FLOOR PRIMER UNITS	RESILIENT	Pail	$ 95.69	43%	$ 54.32	None	No
032VS		RESILIENT FLOOR PRIMER	RESILIENT	Pail	$ 95.69	43%	$ 54.32	None	No
H9050		CARPET FLOOR PRIMER	BROADLOOM	Pail	$ 95.69	43%	$ 54.32	None	No
H905U		9050 - FLOOR PRIMER UNITS	BROADLOOM	Pail	$ 95.69	43%	$ 54.32	None	No
097VS		VSM MBX VERSASHIELD 2.5" TAPE (ROLLS)	RESILIENT	Roll	$ 88.75	33%	$ 59.54	None	No
098VS		VSM VERSASHIELD 4" DS TAPE	RESILIENT	Roll	$ 86.25	31%	$ 59.54	None	No
146VS		RESILIENT CARPET REDUCER	RESILIENT	Box	$ 126.00	53%	$ 59.71	None	No
021VS		REXCOURT WELD ROD	RESILIENT	Roll	$ 119.60	50%	$ 59.91	PVC Content	No
00LDA		LOKDOTS APPLICATOR	TILE	EA	$ 82.10	23%	$ 63.40	None	No
141VS		COVE TUBE ADHESIVE	RESILIENT	Box	$ 134.00	52%	$ 63.85	None	No
03W73		STAIR CAP CAMARET	HS	EA	$ 81.68	21%	$ 64.25	None	No
270VS		BIO-BASED WELD ROD	RESILIENT	Roll	$ 135.00	49%	$ 69.38	None	No
N5000		5000 PRESSURE SENSITIVE TILE ADHESIVE	TILE	Pail	$ 94.22	24%	$ 71.81	None	No
N5100		5100 - PRESSURE SENSITIVE ADHESIVE	TILE	Pail	$ 94.22	24%	$ 71.81	None	No
148VS		4"W X 120'L WALL BASE ROLL	RESILIENT	Roll	$ 160.80	53%	$ 76.19	PVC Content	No
N5036		5036 - TILE ADHESIVE W/ ANTIMICROBIAL	TILE	Pail	$ 99.68	23%	$ 76.62	Added Antimicrobial	No
100CA		MM800	RESILIENT	4 Gallon Pail	$ 160.00	48%	$ 83.37	None	No
J7300		7300 - OUTDOOR TURF ADHESIVE	BROADLOOM	Pail	$ 103.12	19%	$ 83.63	None	No
179PE		4"W X 120'L TOELESS WALL BASE ROLL	RESILIENT	Roll	$ 160.80	47%	$ 84.72	PVC Content	No
H6200		6200 - ADHESIVE DETACKIFIER	BROADLOOM	Pail	$ 110.11	23%	$ 85.22	None	No
H620U		6200 - ADHESIVE DETACKIFIER UNITS	BROADLOOM	Pail	$ 110.11	23%	$ 85.22	None	No
N620U		ADHESIVE DETACKIFIER	TILE	Pail	$ 110.11	23%	$ 85.22	None	No
CAA90		ECOMADE HARDWOOD ADHESIVE 4 GALLON	HS	Pail	$ 138.95	34%	$ 91.12	None	No
109VS		SHAW 200 - RESILIENT	RESILIENT	EA	$ 100.00	9%	$ 91.39	None	No
336VS		4" METALLIC WALL BASE ROLL	RESILIENT	Roll	$ 160.80	43%	$ 91.74	PVC Content	No
304VS		SHAW MS RESILIENT	RESILIENT	2 Gallon Pail	$ 172.00	45%	$ 93.97	None	No
02W65		GU35 WOOD & BAMBOO ADHESIVE	RESILIENT	EA	$ 210.00	53%	$ 99.21	None	No
CA884		SHAW 35MC	HS	EA	$ 202.90	43%	$ 115.47	None	No
LOK4S		CARPET TILE - LOKDOTS ADHESIVE 1/2 SLEEVE	TILE	EA	$ 225.00	45%	$ 124.46	None	No
009VS		4100 - RESILIENT 4 GALLON ADHESIVE(ROLLS)	RESILIENT	EA	$ 261.85	51%	$ 129.12	None	No
012VS		4100-4G ADHESIVE	RESILIENT	EA	$ 261.85	51%	$ 129.12	None	No
UVS12		4100 - RESILIENT 4 GALLON ADHESIVE (UNITS)	RESILIENT	EA	$ 261.85	51%	$ 129.12	None	No
CAA91		SHAW URETHANE HARDWOOD ADHESIVE 4 GALLON	HS	Pail	$ 208.37	29%	$ 147.52	None	No
CAADH		SHAW URE-BOND ADHESIVE 4 GALLON	HS	Pail	$ 210.51	30%	$ 147.52	None	No
340VS		4151 PRESSURE SENSITIVE UNIVERSAL ADHESIVE	RESILIENT	EA	$ 214.94	25%	$ 161.87	None	No
9150N		4151 PRESSURE SENSITIVE UNIVERSAL ADHESIVE	TILE	EA	$ 214.94	25%	$ 161.87	None	No
F9150		4151 PRESSURE SENSITIVE UNIVERSAL ADHESIVE	BROADLOOM	EA	$ 214.94	25%	$ 161.87	None	No
LWRX0		LOKWORX BOX	TILE	EA	$ 213.96	24%	$ 163.42	None	No
H9000		BARRIER COAT -- FLOOR ENCAPSULATION	BROADLOOM	Pail	$ 236.37	24%	$ 179.65	None	No
H900U		9000 - BARRIER COAT UNITS	BROADLOOM	Pail	$ 236.37	24%	$ 179.65	None	No
N900U		9000 - BARRIER COAT UNITS	TILE	Pail	$ 236.37	24%	$ 179.65	None	No
00LDR		LOKDOKS	TILE	EA	$ 375.00	46%	$ 202.80	None	No
AVEUU		ADHESIVE ALTERNATIVE -- SHAW ADVANTAGE SYSTEM UNITS	TILE	Roll	$ 409.08	24%	$ 311.55	None	No
AVNET		ADHESIVE ALTERNATIVE -- SHAW ADVANTAGE SYSTEM	TILE	Roll	$ 409.08	24%	$ 311.55	None	No
AVSCC		ADHESIVE ALTERNATIVE -- SHAW ADVANTAGE SYSTEM	BROADLOOM	Roll	$ 409.08	24%	$ 311.55	None	No
AVSTR		ADHESIVE ALTERNATIVE -- SHAW ADVANTAGE SYSTEM	BROADLOOM	Roll	$ 409.08	24%	$ 311.55	None	No
CU034		CUSHIONWORX 3MM	TILE	Roll	$ 386.56	10%	$ 346.69	None	No

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094VS	VS-60 VERSASHIELD 60	RESILIENT	EA	$ 897.50	32%	$ 607.90	None	No
9125H	MOISTURETEK	BROADLOOM	EA	$ 887.18	22%	$ 695.11	None	No
9125J	MOISTURETEK	RESILIENT	EA	$ 887.18	22%	$ 695.11	None	No
9125N	MOISTURETEK	TILE	EA	$ 887.18	22%	$ 695.11	None	No
00048	SPORT INSTALLATION KIT	BROADLOOM	EA	$ 927.27	22%	$ 726.54	None	No
095VS	VS-60 MBX VERSASHIELD 60	RESILIENT	Roll	$ 2,556.25	34%	$ 1,688.66	None	No
Hardwood								
CA362	AUTHENTICITY	HS	SF	$ 9.00	58%	$ 3.76	None	No
CA361	KINSHIP ENGINEERED WOOD	HS	SF	$ 9.00	50%	$ 4.54	None	No
CA308	REFINED	HS	SF	$ 11.00	50%	$ 5.47	None	No
CA350	BESPOKE	HS	SF	$ 9.90	40%	$ 5.90	None	No
CA364	HANDCRAFTED ENGINEERED WOOD	HS	EA	$ 13.00	51%	$ 6.37	None	No
LCSLT	COLOR SEALANT	HS	EA	$ 9.33	27%	$ 6.80	None	No
203UV	CAMARET	HS	SF	$ 12.36	43%	$ 7.04	None	No
CAQTR	QUARTER ROUND (96" LENGTH)	HS	EA	$ 23.75	46%	$ 12.86	None	No
LCQTR	QUARTER ROUND	HS	EA	$ 23.75	46%	$ 12.86	None	No
LCSTR	STAIRNOSE	HS	EA	$ 23.75	46%	$ 12.86	None	No
LCMPR	MULTI PURPOSE REDUCER	HS	EA	$ 24.64	46%	$ 13.34	None	No
LCTM1	T- MOLDING	HS	EA	$ 30.30	46%	$ 16.40	None	No
CATMW	T - MOLDING	HS	EA	$ 67.50	48%	$ 34.79	None	No
LCTRK	MOLDING TRACK	HS	EA	$ 72.50	46%	$ 39.24	None	No
LCSSU	SILENT STEP ULTRA UNDERLAYMENT (100 SQ FT)	HS	Roll	$ 56.22	29%	$ 39.91	None	No
CATMH	T - MOLDING	HS	EA	$ 82.50	48%	$ 42.53	None	No
CRW38	FLUSH REDUCER	HS	EA	$ 85.00	48%	$ 43.81	None	No
CCW38	THRESHOLD	HS	EA	$ 87.50	48%	$ 45.10	None	No
CORH2	OVERLAP REDUCER	HS	EA	$ 95.00	48%	$ 48.97	None	No
CORW8	OVERLAP REDUCER	HS	EA	$ 95.00	48%	$ 48.97	None	No
CRH12	FLUSH REDUCER	HS	EA	$ 100.00	48%	$ 51.55	None	No
CSW38	FLUSH STAIRNOSE	HS	EA	$ 100.00	48%	$ 51.55	None	No
LCTMD	T- MOLDING	HS	EA	$ 102.50	46%	$ 55.47	None	No
COSH2	OVERLAP STAIRNOSE	HS	EA	$ 130.00	48%	$ 67.01	None	No
CSH12	FLUSH STAIRNOSE	HS	EA	$ 137.50	49%	$ 70.00	None	No
LC084	SILENT STEP ULTRA JUMBO ROLL (1000 SQ.FT.)	HS	Roll	$ 511.89	31%	$ 354.12	None	No
US Floors								
022UV	STRATUM VORTEX	RESILIENT	SF	$ 5.90	55%	$ 2.66	PVC Content	YES, ISO14025 Industry Average EPD
023UV	STRATUM 500 - 50050DLV500	RESILIENT	SF	$ 7.07	59%	$ 2.87	PVC Content	YES, ISO14025 Industry Average EPD
024UV	STRATUM 700 - 70050DLV700	RESILIENT	SF	$ 7.07	59%	$ 2.87	PVC Content	YES, ISO14025 Industry Average EPD
032UV	STRATUM 1200	RESILIENT	SF	$ 7.07	59%	$ 2.87	PVC Content	YES, ISO14025 Industry Average EPD
033UV	STRATUM 1800	RESILIENT	SF	$ 6.43	55%	$ 2.87	PVC Content	YES, ISO14025 Industry Average EPD
058UV	STRATUM DEFINED - 50DLV3001	RESILIENT	SF	$ 7.01	54%	$ 3.24	PVC Content	YES, ISO14025 Industry Average EPD
055UV	STRATUM LINEAR	RESILIENT	SF	$ 6.80	48%	$ 3.53	PVC Content	YES, ISO14025 Industry Average EPD
034UV	STRATUM XL	RESILIENT	SF	$ 8.33	55%	$ 3.71	PVC Content	YES, ISO14025 Industry Average EPD
053UV	STRATUM EIRIS	RESILIENT	SF	$ 8.33	55%	$ 3.79	PVC Content	YES, ISO14025 Industry Average EPD
205UV	MIDTOWN REVIVAL SMOOTH	RESILIENT	SF	$ 11.00	41%	$ 5.50	PVC Content	YES, ISO14025 Industry Average EPD
206UV	MIDTOWN REVIVAL HANDSCRAPED	RESILIENT	SF	$ 10.00	45%	$ 6.50	PVC Content	YES, ISO14025 Industry Average EPD
204UV	PALISADES	RESILIENT	SF	$ 20.00	51%	$ 9.89	PVC Content	YES, ISO14025 Industry Average EPD
01W29	QUARTER ROUND CORETEC XL	RESILIENT	EA	$ 50.05	47%	$ 26.49	PVC Content	No

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01W25		QUARTER ROUND CORETEC 1800	RESILIENT	EA	$ 45.50	41%	$ 27.06	PVC Content	No
01A02		BABY THRESHOLD CORETEC 1800	RESILIENT	EA	$ 45.50	39%	$ 27.61	PVC Content	No
01W40		QUARTER ROUND CORETEC EIRIS	RESILIENT	EA	$ 50.05	35%	$ 32.44	PVC Content	No
01W27		QUARTER ROUND CORETEC 500	RESILIENT	EA	$ 50.05	35%	$ 32.45	PVC Content	No
01W50		REDUCER CORETEC 1800	RESILIENT	EA	$ 45.50	29%	$ 32.47	PVC Content	No
02W22		T-MOLD CORETEC 1800	RESILIENT	EA	$ 45.50	29%	$ 32.47	PVC Content	No
01W74		STAIR NOSE CORETEC 1800	RESILIENT	EA	$ 54.25	39%	$ 33.20	PVC Content	No
02W20		T-MOLD CORETEC 1200	RESILIENT	EA	$ 50.05	33%	$ 33.46	PVC Content	No
01W08		BABY THRESHOLD CORETEC VORTEX	RESILIENT	EA	$ 50.05	33%	$ 33.62	PVC Content	No
02W57		T-MOLD CORETEC EIRIS	RESILIENT	EA	$ 50.05	33%	$ 33.63	PVC Content	No
01V64		REDUCER CORETEC LINEAR	RESILIENT	EA	$ 50.05	33%	$ 33.69	PVC Content	No
01V13		BABY THRESHOLD CORETEC LINEAR	RESILIENT	EA	$ 50.05	32%	$ 33.88	PVC Content	No
02V56		T-MOLD CORETEC LINEAR	RESILIENT	EA	$ 50.05	32%	$ 33.90	PVC Content	No
01W58		REDUCER CORETEC VORTEX	RESILIENT	EA	$ 50.05	32%	$ 33.92	PVC Content	No
01W04		BABY THRESHOLD CORETEC XL	RESILIENT	EA	$ 50.05	32%	$ 33.95	PVC Content	No
02W28		T-MOLD CORETEC 700	RESILIENT	EA	$ 50.05	32%	$ 33.97	PVC Content	No
02W30		T-MOLD CORETEC VORTEX	RESILIENT	EA	$ 50.05	32%	$ 33.98	PVC Content	No
02W24		T-MOLD CORETEC 500	RESILIENT	EA	$ 50.05	32%	$ 34.01	PVC Content	No
01W02		BABY THRESHOLD CORETEC 500	RESILIENT	EA	$ 50.05	32%	$ 34.04	PVC Content	No
01W54		REDUCER CORETEC 500	RESILIENT	EA	$ 50.05	32%	$ 34.13	PVC Content	No
01W48		REDUCER CORETEC 1200	RESILIENT	EA	$ 50.05	32%	$ 34.15	PVC Content	No
01W14		BABY THRESHOLD CORETEC EIRIS	RESILIENT	EA	$ 50.05	32%	$ 34.16	PVC Content	No
01X54		REDUCER CORETEC XL	RESILIENT	EA	$ 50.05	32%	$ 34.27	PVC Content	No
01V18		BABY THRESHOLD CORETEC DEFINED	RESILIENT	EA	$ 50.05	31%	$ 34.66	PVC Content	No
01W06		BABY THRESHOLD CORETEC 700	RESILIENT	EA	$ 50.05	31%	$ 34.69	PVC Content	No
02W61		T-MOLD CORETEC DEFINED	RESILIENT	EA	$ 50.05	31%	$ 34.69	PVC Content	No
01V69		REDUCER CORETEC DEFINED	RESILIENT	EA	$ 50.05	30%	$ 34.92	PVC Content	No
01W31		QUARTER ROUND CORETEC 700	RESILIENT	EA	$ 50.05	30%	$ 34.96	PVC Content	No
01W65		REDUCER CORETEC EIRIS	RESILIENT	EA	$ 50.05	30%	$ 35.11	PVC Content	No
01W33		QUARTER ROUND CORETEC VORTEX	RESILIENT	EA	$ 50.05	29%	$ 35.46	PVC Content	No
01W56		REDUCER CORETEC 700	RESILIENT	EA	$ 50.05	26%	$ 37.28	PVC Content	No
01W56		REDUCER CORETEC 700	RESILIENT	EA	$ 50.05	26%	$ 37.28	PVC Content	No
01V89		STAIR NOSE CORETEC LINEAR	RESILIENT	EA	$ 59.68	36%	$ 38.11	PVC Content	No
01V39		QUARTER ROUND CORETEC LINEAR	RESILIENT	EA	$ 50.05	23%	$ 38.76	PVC Content	No
01V45		QUARTER ROUND CORETEC DEFINED	RESILIENT	EA	$ 50.05	23%	$ 38.76	PVC Content	No
01W00		BABY THRESHOLD CORETEC 1200	RESILIENT	EA	$ 50.05	23%	$ 38.76	PVC Content	No
01W22		QUARTER ROUND CORETEC 1200	RESILIENT	EA	$ 50.05	23%	$ 38.76	PVC Content	No
01X78		STAIR NOSE CORETEC XL	RESILIENT	EA	$ 59.68	33%	$ 40.28	PVC Content	No
01V94		STAIR NOSE CORETEC DEFINED	RESILIENT	EA	$ 59.68	32%	$ 40.75	PVC Content	No
01W80		STAIR NOSE CORETEC 700	RESILIENT	EA	$ 59.68	31%	$ 41.23	PVC Content	No
01W82		STAIR NOSE CORETEC VORTEX	RESILIENT	EA	$ 59.68	31%	$ 41.28	PVC Content	No
01W78		STAIR NOSE CORETEC 500	RESILIENT	EA	$ 59.68	31%	$ 41.32	PVC Content	No
01W90		STAIR NOSE CORETEC EIRIS	RESILIENT	EA	$ 59.68	30%	$ 42.02	PVC Content	No
01W72		STAIR NOSE CORETEC 1200	RESILIENT	EA	$ 59.68	23%	$ 46.21	PVC Content	No

The products above marked with an * are solution dyed, however, they are not 100% solution dyed. We believe these products will perform according to your requirements.
Broadloom products listed above do not meet UCOP's recycled content requirements.
Pricing above is effective from October 1, 2019 - September 30, 2020.
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Attachment B - University of California Price Schedule

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Style Number		Style Name	Type	UOM	List	Discount Off List	Price	Chemicals of Concern	EPD
Broadloom									
I0442		RESPITE CLASSICBAC®	BROADLOOM	SY	$ 16.29	53%	$ 7.62	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0249		STRIDE CLASSICBAC®	BROADLOOM	SY	$ 15.12	47%	$ 8.03	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0250		PACE CLASSICBAC®	BROADLOOM	SY	$ 15.09	47%	$ 8.06	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0347		ABODE CLASSICBAC®	BROADLOOM	SY	$ 15.75	48%	$ 8.13	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0120		SCHOLASTIC II-26 CLASSICBAC®	BROADLOOM	SY	$ 16.57	51%	$ 8.20	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0251		GAIT CLASSICBAC®	BROADLOOM	SY	$ 15.08	45%	$ 8.24	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
Z6432		BUY IN CLASSICBAC®	BROADLOOM	SY	$ 17.20	51%	$ 8.36	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
Z6434		TRADE UP CLASSICBAC®	BROADLOOM	SY	$ 17.22	51%	$ 8.36	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0162		OPPORTUNITY KNOCKS CLASSICBAC®	BROADLOOM	SY	$ 18.27	54%	$ 8.44	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0527		MOTIF	BROADLOOM	SY	$ 16.29	48%	$ 8.51	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0124		WORK IT CLASSICBAC®	BROADLOOM	SY	$ 17.95	52%	$ 8.58	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
Z6436		PAY OFF CLASSICBAC®	BROADLOOM	SY	$ 17.69	51%	$ 8.58	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0464		HOMESPUN CLASSICBAC®	BROADLOOM	SY	$ 15.39	44%	$ 8.64	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0366		WORD OF MOUTH CLASSICBAC®	BROADLOOM	SY	$ 17.46	48%	$ 9.12	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0522		CANTILEVER	BROADLOOM	SY	$ 18.09	49%	$ 9.23	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0523		CENTERLINE	BROADLOOM	SY	$ 18.09	49%	$ 9.23	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0272		30'S III CLASSICBAC®	BROADLOOM	SY	$ 17.40	47%	$ 9.25	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0246	*	APPROACH CLASSICBAC®	BROADLOOM	SY	$ 18.09	48%	$ 9.32	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0248		TECHNIQUE CLASSICBAC®	BROADLOOM	SY	$ 18.13	49%	$ 9.33	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0101		HOMEROOM II-26 ULTRALOC® PATTERN	BROADLOOM	SY	$ 18.36	49%	$ 9.34	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0368		SEAL THE DEAL CLASSICBAC®	BROADLOOM	SY	$ 19.57	52%	$ 9.45	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0369		PUBLIC AFFAIRS CLASSICBAC®	BROADLOOM	SY	$ 17.46	44%	$ 9.73	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0068		SOCRATES II-26 ULTRALOC® PATTERN	BROADLOOM	SY	$ 18.37	47%	$ 9.78	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0200		WINDSWEPT CLASSICBAC®	BROADLOOM	SY	$ 19.05	49%	$ 9.79	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0528		ESTATE	BROADLOOM	SY	$ 19.26	49%	$ 9.79	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0121		SCHOLASTIC II-28 ULTRALOC® PATTERN	BROADLOOM	SY	$ 18.78	48%	$ 9.85	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0440		COMMIT ULTRALOC® PATTERN	BROADLOOM	SY	$ 18.34	46%	$ 9.87	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0351		HOMEROOM V.3.0 ULTRALOC PATTERN	BROADLOOM	SY	$ 18.27	44%	$ 10.22	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0069		SOCRATES II-28 ULTRALOC® PATTERN	BROADLOOM	SY	$ 20.03	49%	$ 10.23	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0367		SHAKE ON IT CLASSICBAC®	BROADLOOM	SY	$ 19.57	47%	$ 10.28	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0485		CAMBER ULTRALOC®	BROADLOOM	SY	$ 17.73	41%	$ 10.51	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0109		STRUT YOUR STUFF ULTRALOC® PATTERN	BROADLOOM	SY	$ 24.02	56%	$ 10.56	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD

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I0441		SUCCEED ULTRALOC® PATTERN	BROADLOOM	SY	$ 19.57	46%	$ 10.59	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0104		BEST FOOT FORWARD ULTRALOC® PATTERN	BROADLOOM	SY	$ 22.78	53%	$ 10.65	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0439		DECIDE ULTRALOC® PATTERN	BROADLOOM	SY	$ 20.81	49%	$ 10.66	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0164	*	BIG SPLASH ULTRALOC® PATTERN	BROADLOOM	SY	$ 21.05	49%	$ 10.73	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0487		INTERVAL ULTRALOC®	BROADLOOM	SY	$ 17.73	39%	$ 10.80	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0486		INTERCEPT ULTRALOC®	BROADLOOM	SY	$ 17.73	39%	$ 10.83	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0129	*	NIGHT MOVES ULTRALOC® PATTERN	BROADLOOM	SY	$ 25.52	57%	$ 10.89	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0131		COLOR YOUR WORLDULTRALOC® PATTERN	BROADLOOM	SY	$ 22.21	51%	$ 10.92	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0147		FAMOUS LAST WORDS II ULTRALOC® PATTERN	BROADLOOM	SY	$ 24.96	55%	$ 11.27	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0148		HEADLINES II ULTRALOC® PATTERN	BROADLOOM	SY	$ 24.92	55%	$ 11.27	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0157	*	TWIST & SHOUT II ULTRALOC® PATTERN	BROADLOOM	SY	$ 24.93	55%	$ 11.27	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0444		TRIED CLASSICBAC®	BROADLOOM	SY	$ 25.30	54%	$ 11.56	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0443		TESTED CLASSICBAC®	BROADLOOM	SY	$ 24.73	52%	$ 11.77	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0445		TRUE CLASSICBAC®	BROADLOOM	SY	$ 25.30	53%	$ 11.86	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0202		SABRE CLASSICBAC®	BROADLOOM	SY	$ 26.51	55%	$ 11.95	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0352		HOMEROOM V 3.0 ECOWORX® PERFORMANCE BROADLOOM	BROADLOOM	SY	$ 25.01	49%	$ 12.73	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0165	*	BIG SPLASH ECOWORX® PERFORMANCE BROADLOOM	BROADLOOM	SY	$ 28.70	51%	$ 13.92	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0203		COLOR CHOICE ULTRALOC® PATTERN	BROADLOOM	SY	$ 40.23	62%	$ 15.39	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0402		AFICIONADO ECOWORX® PERFORMANCE BROADLOOM	BROADLOOM	SY	$ 27.21	41%	$ 15.96	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0498		BASQUE ULTRALOC®	BROADLOOM	SY	$ 32.98	48%	$ 17.31	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0497		ARAGON ULTRALOC®	BROADLOOM	SY	$ 32.98	46%	$ 17.70	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0413		HALLO ULTRALOC® PATTERN	BROADLOOM	SY	$ 36.34	50%	$ 18.01	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0415		CIAO ULTRALOC® PATTERN	BROADLOOM	SY	$ 36.34	48%	$ 19.06	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0414		NIHAO ULTRALOC® PATTERN	BROADLOOM	SY	$ 36.34	46%	$ 19.52	Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0398		BOHEMIAN ECOWORX® PERFORMANCE BROADLOOM	BROADLOOM	SY	$ 42.41	52%	$ 20.37	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
Walk-off									
I0306		ENTRY POINT MODULAR	TILE	SY	$ 55.19	45%	$ 30.54	Trace amounts of Fly Ash from Recycled Content	No
I0376		PRADO ECOWORX® PERFORMANCE BROADLOOM	BROADLOOM	SY	$ 57.35	46%	$ 31.02	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
Tile									
I0461		SKILL MODULAR	TILE	SY	$ 23.31	52%	$ 11.21	based non-halogenated flame retardant for regulatory requir	No
I0459		REASON MODULAR	TILE	SY	$ 23.31	50%	$ 11.54	based non-halogenated flame retardant for regulatory requir	No
I0460		LOGIC MODULAR	TILE	SY	$ 23.31	50%	$ 11.56	based non-halogenated flame retardant for regulatory requir	No
I0499		NATURAL FORM MODULAR	TILE	SY	$ 25.56	48%	$ 13.19	based non-halogenated flame retardant for regulatory requir	No
I0501		INSTINCT MODULAR	TILE	SY	$ 25.56	48%	$ 13.20	based non-halogenated flame retardant for regulatory requir	No
I0500		REBALANCE MODULAR	TILE	SY	$ 25.56	47%	$ 13.45	based non-halogenated flame retardant for regulatory requir	No
I0301		VIM MODULAR	TILE	SY	$ 31.90	57%	$ 13.85	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD

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I0380		FUTURA MODULAR	TILE	SY	$ 30.15	53%	$ 14.30	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0379		ORBITAL MODULAR	TILE	SY	$ 30.15	51%	$ 14.86	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0515		EASTERN FACADE	TILE	SY	$ 30.24	51%	$ 14.95	based non-halogenated flame retardant for regulatory requir	No
I0516		SUBURBAN ABSTRACT	TILE	SY	$ 30.24	51%	$ 14.95	based non-halogenated flame retardant for regulatory requir	No
I0517		EDGELAND	TILE	SY	$ 30.24	51%	$ 14.95	based non-halogenated flame retardant for regulatory requir	No
I0291		EXPERIENCE MODULAR	TILE	SY	$ 29.95	50%	$ 14.99	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0227		EASY ON THE EYES MODULAR	TILE	SY	$ 29.78	49%	$ 15.13	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0226		MOVING ON UP MODULAR	TILE	SY	$ 29.78	49%	$ 15.26	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0290		THOUGHT MODULAR	TILE	SY	$ 30.25	49%	$ 15.47	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0302		VIVID MODULAR	TILE	SY	$ 32.22	52%	$ 15.53	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0280		YIELD MODULAR	TILE	SY	$ 33.86	53%	$ 15.89	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0125		SCHOLASTIC II MODULAR	TILE	SY	$ 33.43	52%	$ 16.02	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0481		FUTURA/ECOLOGIX	TILE	SY	$ 32.45	50%	$ 16.24	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0279		FLEX MODULAR	TILE	SY	$ 33.86	52%	$ 16.42	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0239		SPEAK IN COLOR MODULAR	TILE	SY	$ 36.15	54%	$ 16.55	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0356		SIGN OFF MODULAR	TILE	SY	$ 32.91	50%	$ 16.59	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0355		DOWNLOAD MODULAR	TILE	SY	$ 32.91	49%	$ 16.62	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0518		FORMWORK	TILE	SY	$ 34.38	51%	$ 17.01	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0520		TRANSVERSE	TILE	SY	$ 34.38	51%	$ 17.01	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0483		ORBITAL ECOLOGIX	TILE	SY	$ 32.45	47%	$ 17.06	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0383		LINEA 2 MODULAR	TILE	SY	$ 32.81	48%	$ 17.21	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0354		LOG IN MODULAR	TILE	SY	$ 32.91	48%	$ 17.23	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0448		COLOR POP 12X48 MODULAR	TILE	SY	$ 34.32	49%	$ 17.40	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0096		TWEED MODULAR	TILE	SY	$ 37.24	53%	$ 17.47	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0482		FUTURA/ECOLOGIX ES	TILE	SY	$ 36.69	52%	$ 17.48	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0381		COLOR POP MODULAR	TILE	SY	$ 32.81	47%	$ 17.49	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD

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I0519		SCAFFOLD	TILE	SY	$ 34.38	49%	$ 17.52	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0110		COLOR YOUR WORLD MODULAR	TILE	SY	$ 37.36	52%	$ 17.77	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0382		COLOR BLOCK MODULAR	TILE	SY	$ 32.81	46%	$ 17.77	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0126		SOCRATES II-26 MODULAR	TILE	SY	$ 38.40	54%	$ 17.84	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0386		DISPLACE MODULAR	TILE	SY	$ 37.35	52%	$ 17.85	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
Z6474		INTRINSIC MODULAR	TILE	SY	$ 36.35	51%	$ 17.94	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0410	*	DECATHLON MODULAR	TILE	SY	$ 37.63	52%	$ 18.08	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0447		COLOR BLOCK 12X48 MODULAR	TILE	SY	$ 34.04	47%	$ 18.18	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0353		HOMEROOM V.3.0 MODULAR	TILE	SY	$ 35.18	48%	$ 18.24	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0484		ORBITAL ECOLOGIX ES	TILE	SY	$ 36.78	49%	$ 18.59	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0465		RISE MODULAR	TILE	SY	$ 37.27	50%	$ 18.62	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0467		SLOPE MODULAR	TILE	SY	$ 37.27	50%	$ 18.62	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0449		PIVOT POINT MODULAR	TILE	SY	$ 38.57	51%	$ 18.73	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0450		VAULT MODULAR	TILE	SY	$ 38.68	51%	$ 18.95	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0357		AIRE SKINNY MODULAR	TILE	SY	$ 40.38	53%	$ 18.99	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0358		AURA SKINNY MODULAR	TILE	SY	$ 40.38	53%	$ 18.99	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0404		AIRE 9" X 36" MODULAR	TILE	SY	$ 40.38	53%	$ 18.99	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
Z6476		LIQUID MODULAR	TILE	SY	$ 40.49	53%	$ 19.00	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0489		REALIZE MODULAR	TILE	SY	$ 37.17	49%	$ 19.11	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0466		RUN MODULAR	TILE	SY	$ 37.27	49%	$ 19.18	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0490		POSSIBLE MODULAR	TILE	SY	$ 37.17	48%	$ 19.19	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
Z6475		STUDIO MODULAR	TILE	SY	$ 39.72	52%	$ 19.26	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0491		ACHIEVE MODULAR	TILE	SY	$ 37.17	47%	$ 19.62	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0240		SPEAK IN DESIGN MODULAR	TILE	SY	$ 36.15	46%	$ 19.67	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD

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I0343	*	3K MODULAR	TILE	SY	$ 42.83	54%	$ 19.71	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0344	*	5K MODULAR	TILE	SY	$ 41.60	53%	$ 19.71	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0345	*	10K MODULAR	TILE	SY	$ 42.83	54%	$ 19.71	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0166	*	BIG SPLASH MODULAR	TILE	SY	$ 45.10	56%	$ 19.72	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0359		ETHEREAL MODULAR	TILE	SY	$ 40.38	51%	$ 19.87	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
Z6477		LOFT MODULAR	TILE	SY	$ 39.67	50%	$ 20.02	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
Z6473		DWELL MODULAR	TILE	SY	$ 40.48	50%	$ 20.23	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0405		WORK. STUDY. PLAY. 24X24 MODULAR	TILE	SY	$ 37.91	46%	$ 20.45	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0283		COOL RAIN MODULAR	TILE	SY	$ 42.13	50%	$ 21.05	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0425		WORK. STUDY. PLAY. 12X48 MODULAR	TILE	SY	$ 41.56	49%	$ 21.21	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0286		EARTHEN WEAVE MODULAR	TILE	SY	$ 42.13	50%	$ 21.24	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0505		ARTCLOTH MODULAR	TILE	SY	$ 45.83	53%	$ 21.50	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0119	*	DAZZLE MODULAR	TILE	SY	$ 48.73	56%	$ 21.61	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0349		FLUTTER MODULAR	TILE	SY	$ 45.36	52%	$ 21.67	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0285		CITY FLORA MODULAR	TILE	SY	$ 42.13	48%	$ 21.75	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0284		CLEAN LINES MODULAR	TILE	SY	$ 42.13	48%	$ 22.08	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0385		DISRUPT MODULAR	TILE	SY	$ 48.47	54%	$ 22.11	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0426		CUBE & COLOUR 24X24 MODULAR	TILE	SY	$ 47.80	54%	$ 22.20	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0348		DART MODULAR	TILE	SY	$ 45.36	50%	$ 22.64	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0118	*	RAZZLE MODULAR	TILE	SY	$ 45.03	49%	$ 22.94	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0384		DISMANTLE MODULAR	TILE	SY	$ 48.47	52%	$ 23.03	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0506		GLOBAL HAND MODULAR	TILE	SY	$ 45.83	49%	$ 23.16	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0350		IN FLIGHT MODULAR	TILE	SY	$ 46.53	50%	$ 23.20	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0427		CUBE & COLOUR 12X48 MODULAR	TILE	SY	$ 47.80	51%	$ 23.24	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD

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I0507		MICRO-WEAVE MODULAR	TILE	SY	$ 45.83	48%	$ 23.90	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0457		INVERNESS MODULAR	TILE	SY	$ 49.06	51%	$ 23.91	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0469		BACKLIT 18X36 MODULAR	TILE	SY	$ 50.33	52%	$ 23.95	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0455		ABERDEEN MODULAR	TILE	SY	$ 49.06	51%	$ 24.09	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0421		ALLOY SHIMMER MODULAR	TILE	SY	$ 48.87	50%	$ 24.21	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0456		EDINBURGH MODULAR	TILE	SY	$ 49.06	51%	$ 24.25	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0204		COLOR CHOICE MODULAR	TILE	SY	$ 51.89	53%	$ 24.26	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0468		BACKLIT 9X36 MODULAR	TILE	SY	$ 50.33	52%	$ 24.38	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0470		NOCTURNE 9X36 MODULAR	TILE	SY	$ 52.86	54%	$ 24.38	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0514		REACT MODULAR	TILE	SY	$ 48.87	50%	$ 24.42	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0513		RELIC MODULAR	TILE	SY	$ 48.87	49%	$ 24.78	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0471		COLOR FILTER 9X36 MODULAR	TILE	SY	$ 50.33	51%	$ 24.84	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0393		SHADOWGRAPH 9" X 36" MODULAR	TILE	SY	$ 50.33	50%	$ 24.93	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0422		METALLIC ALCHEMY MODULAR	TILE	SY	$ 48.87	49%	$ 25.00	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0204		COLOR CHOICE FACET MODULAR -	TILE	SY	$ 51.89	48%	$ 27.23	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0428		CUBE & COLOUR FACET MODULAR	TILE	SY	$ 55.39	50%	$ 27.46	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0373		GEOMETRIX FACET	TILE	SY	$ 57.24	52%	$ 27.68	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0372		OPTIX FACET MODULAR	TILE	SY	$ 57.24	51%	$ 28.10	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0371		FABRIX FACET MODULAR	TILE	SY	$ 57.24	50%	$ 28.41	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0512		ETCHED MODULAR	TILE	SY	$ 55.89	47%	$ 29.90	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0305		ON THE RIGHT FOOT MODULAR	TILE	SY	$ 55.19	46%	$ 29.93	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0304		WALK RIGHT IN II MODULAR	TILE	SY	$ 55.19	45%	$ 30.35	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
I0316		PASEO MODULAR	TILE	SY	$ 65.44	51%	$ 32.22	Trace amounts of Fly Ash from Recycled Content Mineral based non-halogenated flame retardant for regulatory requirements	Yes, ISO14025 Product Specific EPD
Resilient									
I342V		TIMBER GROVE 8	RESILIENT	SF	$ 1.90	52%	$ 0.91	PVC Content	YES, ISO14025 Industry Average EPD

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I420V		TIMBER GROVE II 12 MIL	RESILIENT	SF	$ 3.00	62%	$ 1.15	PVC Content	YES, ISO14025 Industry Average EPD
I300V		WOODLAND VIEW	RESILIENT	SF	$ 2.86	57%	$ 1.24	PVC Content	YES, ISO14025 Industry Average EPD
I323V		TIMBER GROVE 12	RESILIENT	SF	$ 3.30	62%	$ 1.25	PVC Content	YES, ISO14025 Industry Average EPD
I200V		HIGHLAND FOREST 4"	RESILIENT	SF	$ 4.78	65%	$ 1.68	PVC Content	YES, ISO14025 Industry Average EPD
I800V		HIGHLAND FOREST 6"	RESILIENT	SF	$ 4.78	65%	$ 1.68	PVC Content	YES, ISO14025 Industry Average EPD
I426V		CMYK	RESILIENT	SF	$ 4.00	52%	$ 1.93	PVC Content	YES, ISO14025 Industry Average EPD
I421V		TIMBER GROVE II 20MIL	RESILIENT	SF	$ 5.50	64%	$ 1.99	PVC Content	YES, ISO14025 Industry Average EPD
I206V		NORTH RIDGE 4"	RESILIENT	SF	$ 4.77	58%	$ 2.00	PVC Content	YES, ISO14025 Industry Average EPD
I207V		NORTH RIDGE 6"	RESILIENT	SF	$ 4.77	58%	$ 2.00	PVC Content	YES, ISO14025 Industry Average EPD
I325V		TIMBER GROVE 20	RESILIENT	SF	$ 5.50	63%	$ 2.02	PVC Content	YES, ISO14025 Industry Average EPD
I476V		CREATIVE CODE	RESILIENT	SF	$ 4.23	52%	$ 2.04	PVC Content	YES, ISO14025 Industry Average EPD
I333V		AGGREGATE	RESILIENT	SF	$ 4.20	51%	$ 2.06	PVC Content	YES, ISO14025 Industry Average EPD
I334V		DISSIPATE	RESILIENT	SF	$ 4.20	51%	$ 2.06	PVC Content	YES, ISO14025 Industry Average EPD
I322V		STRATIFIED+ 12" X 24"	RESILIENT	SF	$ 5.00	58%	$ 2.08	PVC Content	YES, ISO14025 Industry Average EPD
I312V		TYPEFACE	RESILIENT	SF	$ 4.00	48%	$ 2.09	PVC Content	YES, ISO14025 Industry Average EPD
I313V		CHARTED	RESILIENT	SF	$ 4.00	48%	$ 2.10	PVC Content	YES, ISO14025 Industry Average EPD
I700V		STRATIFIED	RESILIENT	SF	$ 4.63	54%	$ 2.11	PVC Content	YES, ISO14025 Industry Average EPD
I311V		LETTERPRESS	RESILIENT	SF	$ 4.00	47%	$ 2.12	PVC Content	YES, ISO14025 Industry Average EPD
I321V		Stratified +	RESILIENT	SF	$ 5.00	57%	$ 2.14	PVC Content	YES, ISO14025 Industry Average EPD
I438V		TIMBER GROVE II 30 MIL	RESILIENT	SF	$ 5.10	57%	$ 2.17	PVC Content	YES, ISO14025 Industry Average EPD
I318V		ARBOR CREST	RESILIENT	SF	$ 5.67	56%	$ 2.49	PVC Content	YES, ISO14025 Industry Average EPD
I405V		VININGS	RESILIENT	SF	$ 5.00	50%	$ 2.52	PVC Content	YES, ISO14025 Industry Average EPD
I418V		WITHDRAW	RESILIENT	SF	$ 5.00	49%	$ 2.57	PVC Content	YES, ISO14025 Industry Average EPD
I462V		MONOCHROME MATTE	RESILIENT	SF	$ 5.00	48%	$ 2.58	PVC Content	YES, ISO14025 Industry Average EPD
I463V		MONOCHROME GLOSS	RESILIENT	SF	$ 5.00	48%	$ 2.58	PVC Content	YES, ISO14025 Industry Average EPD
I464V		SURFACE TONE	RESILIENT	SF	$ 5.00	48%	$ 2.58	PVC Content	YES, ISO14025 Industry Average EPD
I417V		REMOVE	RESILIENT	SF	$ 5.00	48%	$ 2.60	PVC Content	YES, ISO14025 Industry Average EPD
I439V		CROSSOVER	RESILIENT	SF	$ 5.15	47%	$ 2.72	PVC Content	YES, ISO14025 Industry Average EPD
I466V		SPLITWOOD	RESILIENT	SF	$ 6.00	55%	$ 2.73	PVC Content	YES, ISO14025 Industry Average EPD
I478V		MOLTEN	RESILIENT	SF	$ 6.00	55%	$ 2.73	PVC Content	YES, ISO14025 Industry Average EPD
I479V		OXIDIZED	RESILIENT	SF	$ 6.00	55%	$ 2.73	PVC Content	YES, ISO14025 Industry Average EPD
I465V		TIMBER GROVE II WPC 20	RESILIENT	SF	$ 5.49	48%	$ 2.86	PVC Content	YES, ISO14025 Industry Average EPD
I600V		CLICK REFRESH	RESILIENT	SF	$ 6.74	56%	$ 2.98	PVC Content	YES, ISO14025 Industry Average EPD
I424V		ADESA	RESILIENT	SF	$ 6.60	55%	$ 2.99	PVC Content	YES, ISO14025 Industry Average EPD
I440V		CROSSOVER CLICK	RESILIENT	SF	$ 6.42	51%	$ 3.12	PVC Content	YES, ISO14025 Industry Average EPD
I336V		WOOD PLANX 9" X 36"	RESILIENT	SF	$ 8.57	51%	$ 4.19	PVC Content	YES, ISO14025 Industry Average EPD

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I447V		ENRICH PLANK BIOBASED	RESILIENT	SF	$ 9.00	53%	$ 4.21	None	Yes, ISO14025 Product Specific EPD
I316V		WOOD PLANX	RESILIENT	SF	$ 8.40	50%	$ 4.23	PVC Content	YES, ISO14025 Industry Average EPD
I314V		METALLIX RECTANGLE	RESILIENT	SF	$ 8.40	49%	$ 4.28	PVC Content	YES, ISO14025 Industry Average EPD
I446V		MEANING BIOBASED	RESILIENT	SF	$ 9.00	52%	$ 4.29	None	Yes, ISO14025 Product Specific EPD
I337V		METALLIX 9" X 36"	RESILIENT	SF	$ 8.40	49%	$ 4.30	PVC Content	YES, ISO14025 Industry Average EPD
I315V		METALLIX (FACET)	RESILIENT	SF	$ 8.40	47%	$ 4.46	PVC Content	YES, ISO14025 Industry Average EPD
I346V		ADMIX 12" X 12"	RESILIENT	SF	$ 11.00	54%	$ 5.03	PVC Content	YES, ISO14025 Industry Average EPD
I429V		ADMIX ENCORE GLOSS	RESILIENT	SF	$ 11.00	51%	$ 5.37	PVC Content	YES, ISO14025 Industry Average EPD
I452V		ADMIX ENCORE MATTE	RESILIENT	SF	$ 11.00	51%	$ 5.37	PVC Content	YES, ISO14025 Industry Average EPD
I450V		ADMIX MATTE 12" X 12"	RESILIENT	SF	$ 11.00	49%	$ 5.60	PVC Content	YES, ISO14025 Industry Average EPD
I508V		ADMIX 18X36	RESILIENT	SF	$ 11.00	49%	$ 5.66	PVC Content	YES, ISO14025 Industry Average EPD
I451V		ADMIX MATTE 36" X 36"	RESILIENT	SF	$ 12.00	50%	$ 6.05	PVC Content	YES, ISO14025 Industry Average EPD
I347V		ADMIX 36" X 36"	RESILIENT	SF	$ 12.00	48%	$ 6.27	PVC Content	YES, ISO14025 Industry Average EPD
I422V		HOLISTIC	RESILIENT	SY	$ 43.26	45%	$ 23.73	PVC Content	YES, ISO14025 Industry Average EPD
I320V		ORGANIC HUE	RESILIENT	SY	$ 51.50	52%	$ 24.71	PVC Content	YES, ISO14025 Industry Average EPD
1319V		BROOKWOOD +	RESILIENT	SY	$ 46.35	46%	$ 25.23	PVC Content	YES, ISO14025 Industry Average EPD
I404V		IVY WALK	RESILIENT	SY	$ 45.32	43%	$ 25.78	PVC Content	YES, ISO14025 Industry Average EPD
I448V		ENRICH SHEET BIOBASED	RESILIENT	SY	$ 72.00	52%	$ 34.31	None	Yes, ISO14025 Product Specific EPD
306VS		CADBERRY 4"W X 120'L COVE BASE ROLL	RESILIENT	Roll	$ 160.80	51%	$ 78.39	PVC Content	No
S127V		4"W X 120'L WALL BASE ROLL	RESILIENT	Roll	$ 160.80	51%	$ 78.67	PVC Content	No
S168V		4"W X 120'L TOELESS WALL BASE ROLL	RESILIENT	Roll	$ 160.80	51%	$ 78.67	PVC Content	No
S155V		SLOT	RESILIENT	Box	$ 115.76	28%	$ 82.91	PVC Content	YES, ISO14025 Industry Average EPD
S154V		STRAIGHT	RESILIENT	Box	$ 115.76	16%	$ 96.75	PVC Content	No
S167V		ADMIX WELD ROD	RESILIENT	Roll	$ 200.00	43%	$ 114.30	PVC Content	No
S109V		HUSH II UNDERLAYMENT	RESILIENT	EA	$ 319.88	44%	$ 178.86	None	No
Sports Flooring									
I208V		BOUNCE BACK	RESILIENT	SY	$ 54.73	41%	$ 32.02	PVC Content	No
S126V		BOUNCE BACK WELD ROD	RESILIENT	Roll	$ 119.60	49%	$ 60.81	PVC Content	No
Adhesives									
8300D		BROADLOOM MOISTURE IMPERVIOUS SEAM SEALER	BROADLOOM	EA	$ 8.08	12%	$ 7.14	None	No
S138V		TRANSITION TAPE	RESILIENT	EA	$ 16.00	44%	$ 8.92	None	No
4000D		BROADLOOM SEAM SEALERS	BROADLOOM	EA	$ 13.04	23%	$ 10.08	None	No
S104V		RESILIENT SEAM SEALER	RESILIENT	EA	$ 23.53	27%	$ 17.20	None	No
S207V		ADMIX 20" MAROON DEEP SCRUB PAD (RESALE)	RESILIENT	Box	$ 24.26	23%	$ 18.76	None	No
S133V		WALL BASE 1 GALLON ADHESIVE	RESILIENT	EA	$ 42.00	48%	$ 21.76	None	No
5001P		5001 - CARPET TILE STANDARD ADHESIVE	TILE	Pail	$ 26.73	17%	$ 22.08	None	No
118PM		ADMIX 1 QUART GLOSS FINISH (RESALE)		EA	$ 28.75	23%	$ 22.23	None	No
115PM		ADMIX 1 QUART DEEP SCRUB CLEANER (RESALE)		EA	$ 34.49	23%	$ 26.67	None	No
S107V		SHAW S150 SPRAY ADHESIVE	RESILIENT	EA	$ 54.84	43%	$ 31.43	None	No
S108V		S150 - RESILIENT SPRAY (ROLLS)	RESILIENT	EA	$ 54.84	43%	$ 31.43	None	No
1200D		MULTI-PURPOSE ADHESIVE	BROADLOOM	Pail	$ 47.10	28%	$ 33.94	None	No
1000D		BROADLOOM ADHESIVE	BROADLOOM	Pail	$ 47.10	27%	$ 34.22	None	No
S101V		BROOKWOOD (PATCRAFT) WELD ROD	RESILIENT	Roll	$ 74.20	49%	$ 37.57	PVC Content	No
S122V		GROUNDWORKS	RESILIENT	Roll	$ 75.00	45%	$ 41.61	None	No
1036D		SUPERIOR GRADE MULTIPURPOSE ADHESIVE CONTAINING FLORSEPT AATC174	BROADLOOM	Pail	$ 56.72	26%	$ 42.19	Added Antimicrobial	No
S105V		4100 - RESILIENT 1 GALLON ADHESIVE(UNITS)	RESILIENT	Pail	$ 79.88	46%	$ 43.32	None	No
S106V		SHAW 4100-1G	RESILIENT	Pail	$ 79.88	46%	$ 43.32	None	No

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3800D		3800 - UNIVERSAL INDOOR/OUTDOOR ADHESIVE	BROADLOOM	Pail	$ 58.33	23%	$ 45.04	None	No
I0433		3800 - UNIVERSAL INDOOR/OUTDOOR ADHESIVE	TILE	Pail	$ 58.33	23%	$ 45.04	None	No
3600D		ECO FLOR SEPT ADHESIVE	BROADLOOM	Pail	$ 61.26	24%	$ 46.26	Added Antimicrobial	No
S114V		VSM VERSASHIELD 2" TAPE	RESILIENT	Roll	$ 71.25	33%	$ 48.08	None	No
9050D		CARPET TILE FLOOR PRIMER	BROADLOOM	Pail	$ 95.69	43%	$ 54.32	None	No
905DU		9050 - BARRIER COAT UNITS	TILE	Pail	$ 95.69	43%	$ 54.32	None	No
S124V		9050 RESILIENT FLOOR PRIMER (UNITS)	RESILIENT	Pail	$ 95.69	43%	$ 54.32	None	No
S125U		RESILIENT FLOOR PRIMER	RESILIENT	Pail	$ 95.69	43%	$ 54.32	None	No
S125V		9050 RESILIENT FLOOR PRIMER (ROLLS)	RESILIENT	Pail	$ 95.69	43%	$ 54.32	None	No
S115V		VSM MBX VERSASHIELD 2.5" TAPE (ROLLS)	RESILIENT	Roll	$ 88.75	33%	$ 59.54	None	No
S116V		VSM VERSASHIELD 4" DS TAPE	RESILIENT	Roll	$ 86.25	31%	$ 59.54	None	No
03LDA		LOKDOTS APPLICATOR	TILE	EA	$ 82.10	23%	$ 63.40	None	No
117PM		ADMIX 1 GALLON GLOSS SURFACE TREATMENT (RESALE)		EA	$ 85.42	23%	$ 66.04	None	No
S132V		WALL BASE TUBE ADHESIVE	RESILIENT	Box	$ 134.00	49%	$ 67.96	None	No
5000P		5000 PRESSURE SENSITIVE TILE ADHESIVE	TILE	Pail	$ 94.22	24%	$ 71.81	None	No
5100P		5100 - PRESSURE SENSITIVE ADHESIVE	TILE	Pail	$ 94.22	24%	$ 71.81	None	No
5036P		5036 - TILE ADHESIVE W/ ANTIMICROBIAL	TILE	Pail	$ 99.68	23%	$ 76.62	Added Antimicrobial	No
S131V		MM800 4 GALLON	RESILIENT	4 Gallon Pail	$ 160.00	48%	$ 83.37	None	No
114PM		ADMIX 1 GALLON DEEP SCRUB CLEANER (RESALE)		EA	$ 110.02	23%	$ 85.07	None	No
6200D		6200 - ADHESIVE DETACKIFIER	BROADLOOM	Pail	$ 110.11	23%	$ 85.22	None	No
620DU		ADHESIVE DETACKIFIER	TILE	Pail	$ 110.11	23%	$ 85.22	None	No
S123V		SHAW 200 - RESILIENT	RESILIENT	EA	$ 100.00	9%	$ 91.39	None	No
S171V		SHAW MS RESILIENT	RESILIENT	2 Gallon Pail	$ 172.00	45%	$ 93.97	None	No
LOK4T		CARPET TILE - LOKDOTS ADHESIVE 1/2 SLEEVE	TILE	EA	$ 225.00	45%	$ 124.46	None	No
S102V		4100 - RESILIENT 4 GALLON ADHESIVE (ROLLS)	RESILIENT	EA	$ 261.85	51%	$ 129.12	None	No
S103V		4100-4G ADHESIVE	RESILIENT	EA	$ 261.85	51%	$ 129.12	None	No
341VS		4151 PRESSURE SENSITIVE UNIVERSAL ADHESIVE	RESILIENT	EA	$ 214.94	25%	$ 161.87	None	No
9150D		4151 PRESSURE SENSITIVE UNIVERSAL ADHESIVE	BROADLOOM	EA	$ 214.94	25%	$ 161.87	None	No
9150V		4151 PRESSURE SENSITIVE UNIVERSAL ADHESIVE	BROADLOOM	EA	$ 214.94	25%	$ 161.87	None	No
LWRX2		LOKWORX BOX	TILE	EA	$ 213.96	24%	$ 163.42	None	No
I0446		CUSHIONWORX 2MM	TILE	Roll	$ 231.00	23%	$ 178.71	None	No
9000D		BARRIER COAT -- FLOOR ENCAPSULATION	BROADLOOM	Pail	$ 236.37	24%	$ 179.65	None	No
900DU		9000 - BARRIER COAT UNITS	TILE	Pail	$ 236.37	24%	$ 179.65	None	No
03LDR		LOKDOKS	TILE	EA	$ 375.00	46%	$ 202.80	None	No
AVDES		ADHESIVE ALTERNATIVE -- SHAW ADVANTAGE SYSTEM	BROADLOOM	Roll	$ 409.08	24%	$ 311.55	None	No
AVDEU		ADHESIVE ALTERNATIVE -- SHAW ADVANTAGE SYSTEM UNITS	TILE	Roll	$ 409.08	24%	$ 311.55	None	No
I0432		CUSHIONWORX 3MM	TILE	Roll	$ 386.56	13%	$ 334.96	None	No
S112V		VS-60 VERSASHIELD 60	RESILIENT	EA	$ 897.50	32%	$ 607.90	None	No
9125D		MOISTURETEK	BROADLOOM	EA	$ 887.18	22%	$ 695.11	None	No
9125P		MOISTURETEK	RESILIENT	EA	$ 887.18	22%	$ 695.11	None	No
9125V		MOISTURETEK	TILE	EA	$ 887.18	22%	$ 695.11	None	No
S113V		VS-60 MBX VERSASHIELD 60	RESILIENT	EA	$ 2,556.25	34%	$ 1,688.66	None	No
US Floors (Patc									
I423V		EMERY	RESILIENT	SF	$ 6.86	58%	$ 2.87	PVC Content	YES, ISO14025 Industry Average EPD
S202V		OVERLAP REDUCER EMERY	RESILIENT	EA	$ 45.50	37%	$ 28.56	PVC Content	No
S204V		QUARTER ROUND EMERY	RESILIENT	EA	$ 45.50	37%	$ 28.68	PVC Content	No
S203V		T-MOLDING EMERY	RESILIENT	EA	$ 45.50	37%	$ 28.78	PVC Content	No
S200V		BABY THRESHOLD EMERY	RESILIENT	EA	$ 45.50	37%	$ 28.87	PVC Content	No
S201V		FLUSH STAIRNOSE EMERY	RESILIENT	EA	$ 54.25	35%	$ 35.14	PVC Content	No

The products above marked with an * are solution dyed, however, they are not 100% solution dyed. We believe these products will perform according to your requirements.
Broadloom products listed above do not meet UCOP's recycled content requirements.
Pricing above is effective from October 1, 2019 - September 30, 2020.
ACH Net 60

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SUPPLIER:		NorCal (Area
Labor Description	**UOM**	**Standard Rates**
Installation Carpet Tile	SqYD	8.47
Removal of Carpet Tile	SqYD	3.85
Installation Broadloom (direct glue down)	SqYD	9.63
Installation Broadloom (w/Pattern)	SqYD	10.63
Removal of Broadloom (direct glue down)	SqYD	3.85
Removal of Double Stick Installation	SqYD	3.85
Removal/Disposal Resilient Flooring	SqFt	1.29
Carpet Disposal	SqYD	1.21
Carpet Reclamation Fee (Shaw Ecoworx tile no cost)	SqYD	2.5
Installation of VCT (No Pattern, excludes materials)	SqFt	1.49
Installation of Luxury Vinyl Tile (No pattern, excludes materials)	SqFt	3.2
Installation of Rubber (Tile or Roll)	SqFt	2.74
Installation of Sheet Vinyl (No Weld; Cove; Pattern; Excludes Materials)	SqYD	29.27
Heat Welding (Sheet Vinyl)	Linear FT	6.22
Installation Flash Cove (Sheet Vinyl)	Linear FT	4.75
Palletize/Shrink Wrap Old Carpet for Reclamation	SqYD	2.1
Conventional Furniture Moving (Light)	Hourly Labor Rate	71.5
Conventional Furniture Moving Medium)	Hourly Labor Rate	78.65
L I F T Systems / Carpet Tile Projects Only	SqYD	25.3
Moisture Testing	EACH	200
Furnish/Install Resilient 4" Base	Linear FT	3.71
Furnish/Install Resilient 6" Base	Linear FT	3.71
Furnish/Install Carpeted 4" Base	Linear FT	3.55
Furnish/Install Carpeted 6" Base	Linear FT	3.55
Furnish/Install Transition	Linear FT	6.95
Tile Laying & Installation	SqFt	1.1
Floor Prep - Skim Coating to 1/8 inch (Material & Labor)	SqFt	1.05
Floor Prep Self leveling to 1/4 inch (Material & Labor)	SqFt	1.05
Hourly Rate for Services Not Listed	Hourly Labor Rate	95
Project Management Fees (up to 20% of material cost)		< = 20%
Installation ADD ON - Night/Weekend	SqYD	4.75
Installation ADD ON - Sunday	SqYD	7.15
Supplemental Benefit	HR	< = $25.00

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1 - UCB,UCSF)		NorCal (Area 2 - UCSC)		NorCal (Area 3 - UCD)
Prevailing Wage	Standard Rates	Prevailing Wage	Standard Rates	Prevailing Wage
11.26	8.47	11.26	8.47	11.26
5.72	3.85	5.72	3.85	5.72
12.65	9.63	12.65	9.63	12.65
13.65	10.63	13.65	10.63	13.65
5.72	3.85	5.72	3.85	5.72
5.72	3.85	5.72	3.85	5.72
3.75	1.29	3.75	1.29	3.75
2.55	1.21	2.55	1.21	2.55
2.5	2.5	2.5	2.5	2.5
2.88	1.49	2.88	1.49	2.88
4.94	3.2	4.94	3.2	4.94
3.68	2.74	3.68	2.74	3.68
36.22	29.27	36.22	29.27	36.22
8.4	6.22	8.4	6.22	8.4
6.38	4.75	6.38	4.75	6.38
2.84	2.1	2.84	2.1	2.84
86.9	71.5	86.9	71.5	86.9
95.59	78.65	95.59	78.65	95.59
33	25.3	33	25.3	33
275	200	275	200	275
5.01	3.71	5.01	3.71	5.01
5.01	3.71	5.01	3.71	5.01
4.79	3.55	4.79	3.55	4.79
4.79	3.55	4.79	3.55	4.79
9.38	6.95	9.38	6.95	9.38
1.49	1.1	1.49	1.1	1.49
2.36	1.05	2.36	1.05	2.36
2.36	1.05	2.36	1.05	2.36
125	95	125	95	125
< = 20%	< = 20%	< = 20%	< = 20%	< = 20%
5.94	4.75	5.94	4.75	5.94
8.94	7.15	8.94	7.15	8.94
< = $25.00	< = $25.00	< = $25.00	< = $25.00	< = $25.00

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NorCal (Area 4 - UCM)		SoCal (Area 1 - UCLA, UCI, UCR, UCSB)		San Dieg
Standard Rates	Prevailing Wage	Standard Rates	Prevailing Wage	Standard Rates
8.47	11.26	8.47	11.26	8.47
3.85	5.72	3.85	5.72	3.85
9.63	12.65	9.63	12.65	9.63
10.63	13.65	10.63	13.65	10.63
3.85	5.72	3.85	5.72	3.85
3.85	5.72	3.85	5.72	3.85
1.29	3.75	1.29	3.75	1.29
1.21	2.55	1.21	2.55	1.21
2.5	2.5	2.5	2.5	2.5
1.49	2.88	1.49	2.88	1.49
3.2	4.94	3.2	4.94	3.2
2.74	3.68	2.74	3.68	2.74
29.27	36.22	29.27	36.22	29.27
6.22	8.4	6.22	8.4	6.22
4.75	6.38	4.75	6.38	4.75
2.1	2.84	2.1	2.84	2.1
71.5	86.9	71.5	86.9	71.5
78.65	95.59	78.65	95.59	78.65
25.3	33	25.3	33	25.3
200	275	200	275	200
3.71	5.01	3.71	5.01	3.71
3.71	5.01	3.71	5.01	3.71
3.55	4.79	3.55	4.79	3.55
3.55	4.79	3.55	4.79	3.55
6.95	9.38	6.95	9.38	6.95
1.1	1.49	1.1	1.49	1.1
1.05	2.36	1.05	2.36	1.05
1.05	2.36	1.05	2.36	1.05
95	125	95	125	95
< = 20%	< = 20%	< = 20%	< = 20%	< = 20%
4.75	5.94	4.75	5.94	4.75
7.15	8.94	7.15	8.94	7.15
< = $25.00	< = $25.00	< = $25.00	< = $25.00	< = $25.00

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o - UCSD
Prevailing Wage
11.26
5.72
12.65
13.65
5.72
5.72
3.75
2.55
2.5
2.88
4.94
3.68
36.22
8.4
6.38
2.84
86.9
95.59
33
275
5.01
5.01
4.79
4.79
9.38
1.49
2.36
2.36
125
< = 20%
5.94
8.94
< = $25.00

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SUPPLIER:	**New York Region 1:** Bronx, Queens, Kings, Richmond, Nassau, Suffolk, Putnam, Westchester & Orange Counties	**New York Region 2:** Erie, Niagara, St. Lawrence, Franklin, Essex, Jefferson, Lewis, & Hamilton Counties
****Labor Description**	**Labor Rate**	**Labor Rate**
Monday - Friday Standard 8 Hour Shift	$140.74	$140.73
Monday - Friday Overtime	$182.96	$182.95
Saturday	$182.96	$182.95
Sunday & Holiday	$229.87	$229.87
*****ALL RATES PROVIDED ABOVE FOR FOR BUDGETARY PURPOSES ONLY*****		

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New York Region 3: Remainder of State of New York	**Northeast Region:** MA, ME, VT, NH, CT, RI, PA, VA, DC, RI, MD, DE, NJ		**Southeast Region:** AL, FL, GA, KY, NC, SC,	
Labor Rate	**Non Union Rate**	**Union Wage Rate**	**Non Union Rate**	**Union Wage Rate**
$140.73	$85.79	$126.60	$66.00	$97.40
$182.95	$111.52	$164.57	$85.80	$126.62
$182.95	$111.52	$164.57	$85.80	$126.62
$229.87	$140.12	$206.77	$107.80	$159.08

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South: **AR, AZ, TX, LA, MS**		**Central:** **KS, OH, MI, MN, WI, MO, OK, MS, NE, IA, PA, IL, IN**		**We** **CA, CO, HI, AK, NV, MT, ID, SI**
Non Union Rate	**Union Wage Rate**	**Non Union Rate**	**Union Wage Rate**	**Non Union Rate**
$66.00	$97.40	$77.00	$122.10	$77.00
$85.80	$126.62	$96.80	$155.10	$96.80
$85.80	$126.62	$96.80	$155.10	$96.80
$107.80	$159.08	$116.60	$188.10	$116.60

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est NM, OR, WA, WY, D, ND, UT	Non-Continental: AK & HI	
Union Wage Rate	**Non Union Rate**	**Union Wage Rate**
$113.44	$77.00	$113.44
$142.61	$96.80	$142.61
$142.61	$96.80	$142.61
$171.78	$116.60	$171.78

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Attachment C – Reporting Requirements

Supplier must provide electronic reports (in Microsoft Excel) to designated UC contacts providing a wide range of information, at both the system-wide and campus level, related to the Agreement including, but not limited to:

Recycling & Reclamation

On a quarterly basis, Supplier will report recycling and reclamation efforts on supplier lead projects throughout the system.

It is required that 100% of existing carpet including carpet padding be taken to a recycling facility that accepts carpet for recycling unless otherwise required by law. Recycling means turning any manufacturer's old carpet or carpet components into new carpet or other consumer products.

Any exception to the recycling requirement will be communicated to the campus project contact and captured in Recycling & Reclamation reporting.

Supplier will format quarterly report in the following manner:

Column Title	Description	Column Mapping
UC Campus	Site of Work	A
Project Description	Building/Location	B
Project Purchase Order	Project PO Number	C
Type of Material	Carpet | LVT | Rubber | Linoleum | Etc.	D
Amount of Material	Sq Ft/Yd captured	E
Reclamation Method	Recycled|Incinerated|Other	F
Final Disposal Site	Company/Location of Final Disposition	G
Cost of Reclamation	Invoiced Amount for Service	H
Certificate of Disposal Provided	Yes (Y) or No (N) – Certificate Number	I

Small Business Utilization

On a quarterly basis, Supplier will report Small Business utilization on all Supplier lead projects.

In support of University of California Sustainable Practices guidelines that aim to reach 25% Economically and Socially Responsible Spend as a total percentage of addressable spend, supplier will make best effort to achieve 50% utilization of SBA designated subcontractors to perform services across the University of California system.

Supplier will format quarterly reporting in the following manner:

Column Title	Description	Column Mapping
UC Campus	Site of Work	A
Project Description	Building/Location	B
Project Purchase Order	Project PO Number	C
Subcontractor	Name of Subcontractor Business	E
Subcontractor's SBA Designation	Certified SBA Class	F
Total Invoice Amount for Services	All Labor Billing Performed by SBA	G
DIR Project ID	DIR Project Number	H

University of California Sales Reporting

Monthly, Supplier will provide full reporting of all sales captured under this agreement. Supplier will report sales made directly to the University, as well as any University sales reported through Supplier's distribution network.

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Supplier will provide monthly sales reporting in the following format:

Column Title	Description	Column Mapping
UC Campus	Site of Work	A
Project Description	Building/Location	B
Project Purchase Order	Project PO Number	C
Category	Product | Service | Freight | Reclamation	E
Line Item Detail	SKU | Style | Labor Category	F
Total Invoice Amount for Line F	Total Amount Billed in USD ($)	G
Billing Date	DD/MM/YY	H

Carbon Neutral Incentives

In the initial 24-months of the Agreement, any of Supplier's EcoWorx brand carpet tile Goods sold for use in University facilities will be carbon neutral. Supplier shall purchase carbon offsets equivalent to $.10/sqyd for any University purchase of EcoWorx brand carpet tiles. Any such EcoWorx Good order must be placed with Supplier's Shaw Intregrated Solutions group and reference this agreement. Thereafter, the parties will assess and evaluate an extension of the Carbon Neutral Incentive during the Term, in whole or part. This carbon neutral incentive shall be available only to University facilities, the parties hereby agree this incentive will not apply to the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners Public Sector ("Omnia"), under any Omnia contract, to any other Omnia member, or to any Good ordered place thereby.

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UNIVERSITY OF CALIFORNIA

Appendix- Electronic Commerce

This Electronic Commerce Appendix specifies the electronic commerce requirements applicable to Supplier in providing the Goods and/or Services.

SECTION 1 - GENERAL TERMS

Each UC Location offers an electronic web-based purchasing and catalog system to facilitate the purchase of Goods and/or Services from UC suppliers. UC Locations' eProcurement systems currently are provided by multiple service providers. Eight of the ten UC campuses utilize the same platform but may require separate implementations, as will the remaining campuses and/or Medical Centers. This Appendix sets forth the terms and conditions that will govern Supplier's sale of Goods and/or Services through UC's eProcurement systems.

SECTION 2 - DEFINITIONS

Catalog(s) refers to the list of detailed product information, agreement pricing, manufacturer part numbers and/or service descriptions relating to the Goods and/or Services to be offered either as a Punch-out Catalog, a Hosted Catalog or in a combination. This may include the creation of multiple Hosted Catalogs.

eProcurement and eCommerce are used interchangeably to mean UC's electronic web-based purchasing and catalog systems. Each UC location has a branded eProcurement site.

Go Live Date means the date on which a Catalog will be active.

Hosted Catalog means a Catalog that is a properly formatted computer file supplied to all UC Locations through the Locations' respective eProcurement systems.

Order means a purchase order for Goods and/or Services placed by a User through an eProcurement system.

Order Data means all data and information relating to Orders, including, without limitation, the specifics of a given transaction.

Punch-out Catalog means a Catalog hosted by Supplier on Supplier's Site. Users may access this Punch-out Catalog via an Internet link provided by Supplier to UC that redirects a User from the Location's eProcurement system to Supplier Site.

Supplier Mark means Supplier's name, trade name and/or trademarks, service mark, or any derivation thereof.

Supplier Site means an internet site operated and maintained by Supplier that has been made subject to this Appendix.

UC Mark means UC's name, trade name and/or trademarks, service marks, or any derivation thereof.

User means an individual authorized by a UC location to use an eProcurement system.

SECTION 3 – RIGHT TO USE

UC grants to Supplier the right to sell Goods and/or Services to UC through the eProcurement systems, subject to the terms of this agreement. Supplier will be responsible for any cost of operation or dispute with regard to its interface with UC's eProcurement systems.

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SECTION 4 – e-PROCUREMENT SYSTEM RESPONSIBILITIES; MAINTENANCE OF CATALOG(S); LICENSE

(a) e-Procurement System Responsibilities.
Except as otherwise set forth herein, each party will be responsible, at its own expense, for: (i) developing, operating and maintaining its relevant system(s); (ii) acquiring and maintaining its server hardware and software (or obtaining third-party hosting services) for its relevant system(s); and (iii) maintaining Internet connectivity.

The supplier will enable its catalog with any UC location that requests one, as long as it is not out of the scope of the terms of the agreement or this appendix. The parties agree to electronically link the functionality of their respective systems, using commercially reasonable efforts.

Purchase Order and Invoice/Credit Memo Data will be transmitted between the systems according to the appropriate method for each University location, cXML, xCBL or EDI standards being preferred. Other methods of PO or Invoice/Credit Memo transmission will only be allowed at the discretion of each University location.

A supplier's Punch-out site (if applicable) will permit: (a) Users to access the Supplier Site when a User selects the Punch-out Catalog; (b) Supplier site to send back user selected items to Location's eProcurement system; (c) User to create an Order through the Location's eProcurement system; and (d) UC eProcurement systems to forward an Order to Supplier for confirmation and Order processing along with Order status inquiry.

Supplier must be able to accommodate orders and invoices for multiple UC locations sharing a single eProcurement platform. Supplier must be able to identify the Punch-out session and transmitted PO as being from the individual locations. If providing a Punch-out catalog, Supplier must be able to accommodate multiple UC locations on a single platform using a single Punch-out site, unless requested otherwise by UC.

(b) Maintenance of Hosted and Punch-out Catalogs.
Supplier will provide its Catalog(s) to UC in a file format that will interface seamlessly with UC's eProcurement systems. These Catalog files will be in compliance with each UC Location's eProcurement system.

UC makes no guarantee of a Go Live Schedule for establishment of a new catalog Systemwide, as each Location is a separate enablement and subject to resource availability. Timelines will be estimated and adjusted by UC as needed for concurrent implementations.

For Hosted Catalogs, Supplier must provide UC with updated versions of the Catalog file with, at a minimum, full descriptions and images that Supplier currently utilizes for items offered in its proprietary websites and Punch-out Catalogs. The parties will update each other regarding eCommerce specifications as needed from time to time.

Supplier must notify UC's Contract Administrator at least three (3) weeks in advance of the proposed Go Live Date if it will be requesting additions, deletions, or modifications to the Catalogs. After such advance notification, Supplier must provide UC with Catalog files containing the requested additions, deletions, or modifications with no less than the lead time specified in Section 10 of this appendix. In addition, for price file updates with a mutually agreed upon activation of January 1, Supplier must submit proposed files at least five (5) weeks prior to the first working day in January. Upon UC's approval of the new Catalog file, UC and Supplier will confirm the Go Live Date; the updated version of the Catalog file will be made effective on that Go Live date. If UC rejects a Catalog more than once because it does not meet UC's acceptance criteria, the Contract Administrator will suspend Supplier's price/content change until the date of Supplier's next acceptable contracted change.

If there is a conflict between a price in a Hosted Catalog and a Punch-out Catalog, UC will be invoiced at the lower price. Supplier must notify UC in advance when substituting items, changing SKU numbers or changing the number of items in a package in any Catalog.

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Content in Supplier catalog is limited to the categories specified in this agreement, with additional categories allowed at UC's discretion. Supplier agrees that UC may block Catalog items at the category and/or SKU level.

The University will require Supplier to clearly identify products as Hazardous Materials, Radioactive, and Controlled Substances in the Supplier's catalog, whether Hosted or Punch-out. For Punch-out the identifier will be returned to the cart of the Location's eProcurement system, in a manner/field acceptable to the Location.

The University will require Supplier to clearly identify products with UC-recognized sustainability/green certifications in both hosted and Punch-out catalogs. UC's Contract Administrator will work with Supplier to ensure that contract items that meet the UC criteria for Green/Sustainable products will be prioritized in all product searches. Products that do not meet UC's minimum criteria requirements may be blocked in all hosted catalogs and Punch-out catalogs at UC's discretion.

Supplier is responsible for providing UC with Catalogs that contain accurate pricing and data in accordance with the Agreement. If UC determines there are errors in the pricing or data attributes of a Catalog, UC will notify Supplier of those errors in writing and reject the Catalog. Supplier will have no more than ten (10) business days to review and correct the errors.

(c) License.
Supplier hereby grants to UC, at no additional cost, a limited, non-exclusive, royalty-free right to link to and access the Supplier Site from the eProcurement sites, subject to the terms and conditions herein and solely for the purpose of permitting Users to access the Services. All Supplier Marks will remain the sole property of Supplier.

(d) Accessibility Requirements.
Supplier agrees that Supplier will make available Goods/Services accessible to people with disabilities and conform to the technical requirements of the relevant Revised Standards of Section 508 of the federal Rehabilitation Act. In addition, Supplier warrants that:

i. Any catalog content provided to UC will comply with the accessibility requirements of WCAG 2.0AA.
ii. Supplier will promptly respond to and resolve any complaint regarding accessibility of any catalog content provided to UC.

SECTION 5 – USER SUPPORT

(a) UC Duties. Each UC Location will provide its Users with initial contact and system support assistance on all functionality and use issues for eProcurement (including links to the Supplier Site). When known, UC will promptly notify Supplier of any such issues relating to the Catalog, the Supplier Site, and/or other Supplier materials/systems.

(b) Supplier Duties. Supplier will provide all customer support relating to the Catalog, Supplier Goods and/or Services, Invoicing/Payment/Credits, and Supplier Sites in a manner consistent with the customer support that Supplier provides to other customers, and at least as good as the customer support that Supplier provides to customers who are purchasing through any other means.

SECTION 6 – PROPRIETARY RIGHTS

UC's Terms and Conditions of Purchase contains provisions regarding the parties' rights and responsibilities with respect to intellectual property relating to the Goods and Services. Without altering those provisions, the parties additionally agree as follows: UC may require Supplier to "brand" Supplier's Punch-out Catalog with one or more UC Marks. If UC requires Supplier to utilize one or more UC Marks on Supplier's Punch-out Catalog, UC will provide the appropriate artwork and such artwork will be deemed to have been provided with a limited, non-exclusive, non-sub-

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licensable right for Supplier to use it solely for the purpose of a UC-branded Punch-out Catalog hosted by Supplier and subject to the following terms:

(i) Supplier may not make any additional use of the UC Marks without UC's prior written approval.

Supplier's use of the UC Marks in the Punch-out Catalog must acknowledge UC's ownership of the UC Marks. Supplier will include all notices and legends with respect to UC trademarks, trade names, or copyrights as may be required by applicable trademark and copyright laws or which may be reasonably requested by UC. Supplier agrees not to claim any title to UC Marks or any right to use UC Marks except as permitted by this Appendix. Upon termination of this Appendix or the Agreement, all rights to UC Marks conveyed by UC to Supplier will cease and Supplier will destroy or return to UC all media with UC Marks. UC specifically reserves any and all rights to UC Marks not specifically granted to Supplier.

Supplier grants to UC the right to use Supplier's trademarks, logos, trade names, and service marks for the purpose of promoting UC eProcurement sites to the UC community. UC acknowledges Supplier's right, title, and interest in and to Supplier's Marks and Supplier's exclusive right to use and license the use of Supplier Marks and agrees not to claim any title to Supplier Marks or any right to use Supplier Marks except as permitted by this Appendix. UC will include all notices and legends with respect to Supplier trademarks, trade names, or copyrights as may be required by applicable trademark and copyright laws or which may be reasonably requested by Supplier. Upon termination of this Appendix, all rights to Supplier Marks conveyed by Supplier to UC will cease and UC will destroy or return to Supplier all media with Supplier Marks. Supplier specifically reserves any and all right to Supplier Marks not specifically granted to UC.

(ii) The licenses granted in the previous paragraphs regarding UC Marks and Supplier Marks are subject to the ongoing approval of the party owning the respective trademarks, logos, trade names, or copyrights. Such ongoing approval includes the ability to terminate – at any time, for any reason, and in the sole discretion of the owner of the respective trademarks, logos, trade names, or copyrights – the trademark licenses provided in the preceding paragraphs for any particular trademark, logo, trade name, or copyrighted work without necessarily terminating this Appendix. Each party agrees not to take any action that will adversely reflect upon or damage the goodwill, reputation, or the brand value of the other party. Each party further agrees not to take any action that is inconsistent with the other party's ownership of the respective trademarks, trade names, or copyrights. At all times (including following termination of the Agreement), Supplier agrees to comply with Section 92000 of California's Education Code.

(a) Grant of License. Supplier hereby grants UC a non-exclusive, royalty-free: (i) license to use, copy, transmit, and display the Catalog, any information contained therein and the Supplier Marks for the purposes of permitting Customers to access information about and order Supplier Goods and/or Services from a Catalog and (ii) if Supplier is using a Punch-out Catalog, right to link to and access the Punch-out Catalog on the Supplier Site, for the purposes of permitting Customers to access the Supplier Website and permitting Customers to order Supplier Goods and/or Services.

(b) Modifications. UC will not modify or remove any of the proprietary rights markings in the Catalog. UC will not modify the content of the Catalog, except as indicated by Supplier, but may require Supplier to make and submit modifications if required as part of this agreement. However, for hosted catalogs, UC reserves the right to attach flags to catalog items as an aid to shoppers in selecting preferred items, such as green or recycled. UC will not make any representations or warranties, or provide any information, to any third party regarding any Supplier Goods and/or Services (including, but not limited to, any representations or warranties of any information regarding availability, delivery, pricing, characteristics, qualifications or specifications thereof). If UC believes in good faith that any Supplier information does not conform to the requirements of the associated UC Agreement or this Appendix, UC will be entitled to withdraw the Catalog from UC eProcurement sites. In such a case, UC will promptly notify the Supplier of the actions it has taken and will work with the Supplier promptly to resolve UC's concerns. When UC's

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concerns are satisfactorily resolved UC will promptly restore the Catalog, if appropriate. UC will have no liability to the Supplier or anyone else for exercising these rights.

(c) Acknowledgment. Each party acknowledges that the technology embodied in the other party's Site may be based on patented or patentable inventions, trade secrets, copyrights or other intellectual property or proprietary rights ("Intellectual Property Rights") owned by the other party and its applicable licensors.

(d) UC Rights. As between the parties, UC will be the sole owner of – or, with respect to any items licensed by UC, will retain all rights to all Intellectual Property Rights associated with UC eProcurement sites, including any modifications, updates, enhancements or upgrades to any of the foregoing, as well as any Order Data generated or collected on such site (collectively, the "UC Materials"). Except as provided herein, Supplier may not copy or use in any way, in whole or in part, any UC Materials without UC's prior written approval. Any permitted copies of such property, in whole or in part, alone or as part of a derivative work, will remain UC's sole property. Supplier agrees to reproduce and include UC's copyright, trademark and other proprietary rights notices on any permitted copies of UC Materials including, without limitation, partial copies and copied materials in derivative works. Supplier will not copy or reproduce any third-party copyrighted or trademarked materials, which appear on or are otherwise associated with any UC eProcurement site without UC's prior written consent.

SECTION 7 – MULTIPLE SUPPLIERS

Supplier acknowledges that all UC eProcurement sites are intended to facilitate Users' ability to obtain Goods and/or Services from more than one supplier. Nothing in this Appendix will be construed to prevent UC from entering into similar agreements with any third parties including, without limitation, suppliers that may be in competition with Supplier.

SECTION 8 – WARRANTY DISCLAIMER

UC does not warrant that access to UC eProcurement sites will be uninterrupted or that the results obtained by use of UC eProcurement sites will be error-free.

SECTION 9 – DISPUTES AND CHANGES IN THE SERVICES

(a) UC and Supplier agree to negotiate in good faith to resolve problems, questions and disputes.

(b) Where improvements and clarifications can be made in the business processes related to eProcurement, both parties agree to incorporate such changes as long as they are mutually agreed upon.

SECTION 10 – ADDITIONAL CONTRACTUAL TERMS

In addition to the provisions of Section 4, Section 10 provisions will govern the Catalogs. If the provisions of Sections 4 and 10 conflict, Section 10 will govern.

Type(s) of Catalog(s): At UC's campus discretion, Supplier is allowed to implement a Hosted or Punch-out catalog in the UC eProcurement systems. Supplier will be required to comply with UC Location e-commerce requirements on a location by location basis, which includes the decision to move forward with Punch-out or Hosted. Any deviation from the type(s) specified herein must first be agreed upon by UC's Contract Administrator.

Annual Number of Catalogs: Supplier is allowed to submit no more than 1 catalogs per calendar year, with changes as follows:

- Content Additions, Deletions and Other Non-pricing Edits: Bi-annually
- Price Changes: Annually

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- Allowable level of price change ($/%) will be in accordance with the terms of this agreement.
- If a price file includes both content and pricing changes, it will count toward the pricing allocation.

Lead time: Supplier must load the Catalog price file into the e-Procurement system 10 working days prior to the planned go-live date. (Exception – for January 1 updates to enabled catalogs, Supplier must submit the price file no later than 5 weeks prior, as specified in section 4.)

- Number of catalog/price file versions to be supported for this agreement: 1
- Categories allowed within Catalog: all products meeting University of California specifications
- Categories blocked within Catalog: all products that fall below University of California specifications

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UNIVERSITY OF CALIFORNIA

Amendment to Agreement

This Amendment #3 to Agreement UCOP# 2020002144 ("Agreement") is entered into between The Regents of the University of California (UC) and Supplier.

AMENDMENT TO AGREEMENT
The Agreement is hereby amended as follows:

1. The following document is revised and incorporated by reference:
   a. "Attachment B – University of California/ OMNIA Price Schedule 8-2021"

All other terms, conditions and provisions of the Agreement shall remain in full force and effect.

This Amendment is signed by the parties' duly authorized representatives, and shall be effective as of August 13, 2021.

	SHAW INDUSTRIES, INC.	THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
By:	DocuSigned by: Karen S. Tallon 606086E98DEB40D...	DocuSigned by: Sean Parker 55BDE1B322C54AF...
Name:	Karen S. Tallon	Sean Parker
Title:	Vice President and Secretary	Acting Associate Director - Strategic Sourcing
Date:	08/16/2021	8/17/2021

Purchasing Division
701 E. Carson Street
Carson, CA 90745

Purchasing Waiver

Use this form to request an exemption from formal bidding and/or written contract requirements, pursuant to Chapter 6 (Purchasing System) of Article II (Administration) of the Carson Municipal Code (CMC). This waiver must be completed before proceeding with procurement activity.

Exemption sought:

- [x] Formal Bidding (Section 2611])
- [x] Written Contract (Section 2605(1)(iii))

Pursuant to CMC Section 2611:

- [ ] (d) Emergency Purchasing (Section 2611(d))
- [ ] (e) Sole Source Purchasing (Section 2611(e))
- [ ] (f) Piggyback Purchasing (Section 2611(f))
- [x] (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: OMNIA

Vendor: Shaw Integrated and Turf Solutions

Contract #: 2020002144

Solicitation #: UC RFP #001225

Contract Effective Date: 04/15/20

Contract Expiration: 04/14/2027

Specify purchase details:

Amount: $129,309.59

Vendor: Shaw Industries Inc.

Written justification/description of purchase. Explain urgency, product uniqueness, and intended use. Attach all relevant backup documentation.

Flooring Materials and Supplies for CIP Project PW1835 per Job #206904. Proposal ID 235129 dated 4/1/26.

Authorized Department Staff:

Signature:

Date:

Name/Title:

Purchasing:

ShawContract®

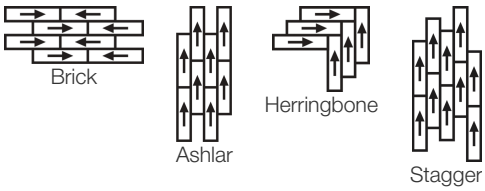
Solitude

Collection	**Solitude**	
Style Number	**0648V**	
Construction	**Heavy Commercial Luxury Vinyl Tile With Fiberglass**	
Class / ASTM F1700	**Class III, Type B**	
Finish	**ExoGuard®**	
	U.S.	Metric
Nominal Dimensions	**6 in w x 48 in l**	**15 cm w x 122 cm l**
Actual Dimensions	**6.00 in w x 48.00 in l**	**15.24 cm w x 121.92 cm l**
Wear Layer Thickness	**20 mil (0.02 in)**	**0.51 mm**
Overall Thickness	**0.197 in**	**5 mm**
Edge Profile	**Squared Edge**	
Installation Type	**Dry Back**	
Installation	**Direct Glue**	
Recommended Adhesive	**2200 1 Gallon, 2200 4 Gallon, 4151, 4200 1 Gallon, 4200 4 Gallon, 4252 (No Heavy Rolling or Static Loads) or S150-95**	

Packaging

Pieces per Carton	**10 pcs**	
Area per Carton	**20 sq ft**	**1.86 sq m**
Weight per Carton	**35.1 lbs**	**15.92 kg**

Recommended Installation Method



Performance + Testing

Static Load (ASTM F970)	**Passes (Modified), *1500 lbs**
Residual Indentation (ASTM F1914)	**Passes**
Resistance to Heat (ASTM F1514)	**Passes**
Resistance to Light (ASTM F1515)	**Passes**
Resistance to Chemicals (ASTM F925)	**Passes**
Smoke Density (ASTM E662, Flaming Mode)	**Passes**
Radiant Panel (ASTM E648)	**Passes, Class I**
Coefficient of Friction (ASTM D2047, Slip Resistance)	**>0.6, meets the recommended static coefficient of friction for ADA walking surfaces and accessible routes**

*This test is intended to compare relative properties of different styles and constructions. Results are based on a laboratory test and used for comparative purposes - real life load limit may vary.

Test Reports may be included or listed by the manufacturing/inventory style number as opposed to the noted selling style number.

Corporate Headquarters +1 800 257 7429 | +1 706 532 7984 | Atlanta +1 404 853 7429 | Bengaluru +91 80 6773 0202 | Beijing +86 10 6568 588 | Chicago +1 312 467 1331 | Dubai +971 4 584 6956 | Hong Kong +852 2623 0371 | London +44 207 961 4120 | Los Angeles +1 800 233 1614 | Melbourne +61 3 9939 8543 | Mexico City +55 5010 7600 | Mumbai +91 22 6284 5050 | Nantong +86 400 800 7429 | New York +1 212 953 7429 | Paris +33 (0) 1 81 22 44 39 | San Francisco +1 415 955 1920 | Shanghai +86 21 3338 4000 | Singapore +65 6733 1811 | Sydney +61 800 556 302

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March 19, 2026

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Warranties

15 Year Commercial Limited Warranty

Commercial Limited Underbed Bond Warranty

Diversity & Inclusion

We promote supplier participation that is reflective of Shaw Industries' diverse customer base and local community. We believe having a strong Supplier Diversity Program is strategic for bringing more innovation to our businesses and opening new markets for growth.

Material Health & Environmental Certifications

Health & Wellbeing	
Material & Ingredient Transparency	Health Product Declaration (HPD) | 1000 ppm Disclosure
Indoor Air Quality	FloorScore® | Certified
Climate Impact	
Environmental Product Declaration (EPD)	3rd Party Certified in Accordance with ISO 14025, EN 15804, & ISO 21930:2017
Embodied Carbon (Cradle to Gate)	11.59 Kg Co_2/M^2
Total Recycled Content	0% (Pre-Consumer 0% | Post-Consumer 0%)
Global Product Assessment	GSA | Approved
	CE Marking (EN 14041) | 3rd Party Certified
	Country of Origin | Imported

Works With WELL | WELL V2 Contribution Credit

X01 Fundamental Material Precautions Part 1: (C): Restrict Asbestos Precondition	**Absence of Asbestos**
X08 Hazardous Material Reduction Part 1: Limit Hazardous Materials Optimization	**Absence of Heavy Metals**
X10 Volatile Compound Reduction Part 1 (A): Manage Volatile Organic Compounds (VOCs) Optimization	**Absence of Halogenated Flame Retardants**
X10 Volatile Compound Reduction Part 2: Manage Semi-Volatile Organic Compounds (SVOCs) Optimization	**Ortho-Phthalates**
X11 Long Term Emissions Control Part 2: Flooring Optimization	**FloorScore Certified**
X14 Material Transparency Part 1: Promote Ingredient Disclosure Optimization	**Health Product Declaration (HPD) | 1000 Ppm Disclosure**

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Solitude

Leed v4 Contribution Credits

MR Credit: Building Product Disclosure and Optimization
Material Ingredients - Option 1: Material Ingredient Reporting

MR Credit: Building Product Disclosure and Optimization
Environmental Product Declarations - Option 1: Environmental Product Declaration (EPD)

EQ Credit: Low Emitting Materials
Option 1: Product Category Calculations

Installation Guidelines

Maintenance Guidelines

Health Product Declaration (HPD) | 1000 Ppm Disclosure

3rd Party Certified in Accordance with ISO 14025, EN 15804, & ISO 21930:2017

FloorScore Certified

Please visit www.shawcontract.com for the most current warranty information. Specifications are subject to nominal manufacturing variance. Material supply and/or manufacturing processes may necessitate changes without notice.

This product is an exclusive design and may not be duplicated in any manner. Use of this design in the creation of another product design is also strictly prohibited.

Visit shawcontract.com/testing for more information.

Available Colorways

Cocoa 48103
LRV 20.8 | L* 52.74
V2 - Slight Variation

Cottonwood 48120
LRV 42.5 | L* 71.25
V2 - Slight Variation

Natural 48250
LRV 28.7 | L* 60.55
V2 - Slight Variation

Smoke 48506
LRV 26.3 | L* 58.3
V2 - Slight Variation

Fawn 48516
LRV 25.7 | L* 57.74
V2 - Slight Variation

Urban Ash 48540
V2 - Slight Variation

Char 48549
LRV 7.2 | L* 32.3
V2 - Slight Variation

Pewter 48595
LRV 22.6 | L* 54.67
V2 - Slight Variation

French Grey 48599
LRV 20.8 | L* 52.69
V3 - Moderate Variation

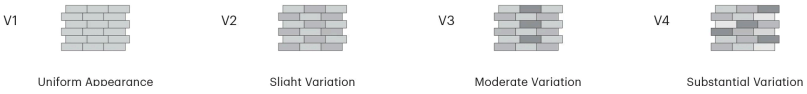
Mink 48720
LRV 16.8 | L* 47.99
V3 - Moderate Variation

Woodland 48760
LRV 17.2 | L* 48.51
V2 - Slight Variation

Umber 48761
LRV 11 | L* 39.65
V2 - Slight Variation

Color and Visual Variation Index

Shade and texture variation is inherent in all resilient products and can vary significantly from piece to piece. Samples should be used to assess color.



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March 19, 2026

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Warranty Options at a Glance

SYSTEM WARRANTIES*

Our Moisture Control and Vapor Barrier Solutions are eligible for full system warranties when installed as directed and registered:

- 20-Year Warranty | Moisture Control Solution
- 10-Year Warranty | Vapor Barrier Solution

PRODUCT SPECIFIC WARRANTIES

Each PrepWorx product, including patch, leveler, primer and adhesives, carries its own individual warranty. This ensures that even when building a custom solution using Series products, you can count on reliable coverage from the ground up.

PROJECT SPECIFIC WARRANTIES*

Need coverage tailored to your project?
Project-specific warranties are available upon request and provide customized protection based on your unique site conditions.

- Ideal for large-scale or specialized projects
- Requires pre-approval
- Work directly with Inforum to begin and they can connect you with a TotalWorx Solution Specialist

**All warranties (system or project-specific) require proper installation and formal registration*
Contact your Shaw Contract Account Manager or Inforum with questions

Compare All PrepWorx Systems For Your Project

PrepWorx systems are designed to simplify floor prep by aligning the right products with the right project conditions. Use the chart below to compare speed, moisture handling, warranty coverage and best-fit applications across all five systems — so you can select the right solution with clarity and confidence. A quick-reference guide to help you choose with certainty.

SYSTEM	SUBSTRATE	MOISTURE CONDITIONS	SPEED	WARRANTY	BEST FOR
Moisture Control Solution	Concrete	100% RH, porous or non-porous	Standard	20-Year	Full mitigation, any concrete slab
Vapor Barrier Solution	Concrete (porous)	100% RH, no surface profiling required	Fast	10-Year	Quick installs over porous concrete
Everyday	Concrete (dry)	No visible signs of moisture	Flexible	Product Warranty	TI, retail, offices — everyday prep
Rapid	Concrete (dry)	No visible signs of moisture	Very Fast	Product Warranty	Occupied spaces
Wood & Gypsum	Wood, gypsum	Dry only	Standard	Product Warranty	Renovation, multi-family, light commercial
Existing Adhesive	Concrete (with intact adhesive)	Dry; no visible signs of moisture; adhesive well-bonded & non-water soluble	Fast	Product Warranty	Budget-conscious or fast-track projects where full removal isn't practical

Moisture Control Solution

KEY FEATURES

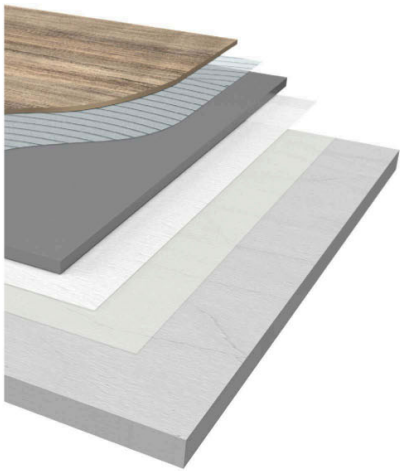
- Two-part epoxy moisture control solution
- Engineered for 100% RH / 25 lbs MVER
- No moisture testing required for system use
- Fast-drying. Ready for patch or level in 4 hours
- For porous or non-porous concrete (CSP 3–4 surface profile)
- Low VOC
- **20-year system warranty** when installed as directed and registered

BENEFITS

- Skip the moisture testing. Save time and avoid project delays.
- Full protection for high-moisture slabs without additional site prep or diagnostics.
- Minimize risk of floor failure due to undetected vapor emissions.
- Designed for use within the PrepWorx system simplifying decisions and supporting long-term performance.

WHERE TO USE THIS SYSTEM

- Concrete slabs with unknown/confirmed high RH
- Projects where moisture testing is impractical, unavailable or unreliable
- Renovations or fast-track jobs requiring quick return to service
- Healthcare, education, commercial or occupied spaces
- Anytime you need maximum assurance with minimal delay



1. **Adhesive** *(Required)*
   Core 4 Adhesives
2. **Leveler** *(Required — choose 1 based on conditions)*
   VL201 | Versatile cementitious self leveling product with long open times to allow for ease of blending
   QL202 | Quick drying cementitious self leveling product to allow for quicker turn times
3. **Primer** *(Required)*
   QBC300 | Premixed quick drying base coat
4. **Mitigation Layer** *(Required)*
   MCS310 | One coat epoxy resin moisture control solution for up to 100% RH
5. **Patch**
   (Not required — use based on condition of substrate)
   MRS101 | Moisture resistant skim coat and patching compound
6. **Crack + Joint Repair**
   (Not required — use based on condition of substrate)
   CJR400 | Ultra-fast setting, low viscosity crack and joint repair
7. **Concrete**

Vapor Barrier Solution

KEY FEATURES

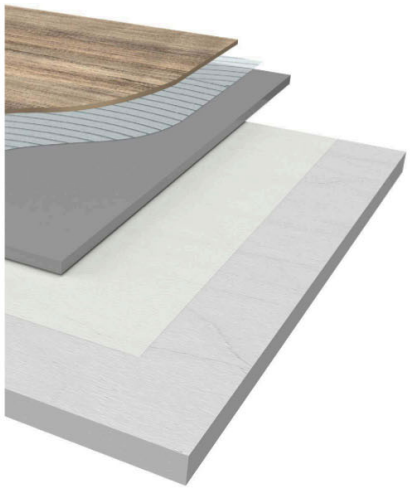
- One-component, water-based moisture vapor barrier
- For 100% RH porous concrete
- No concrete profiling required
- Fast application with roll-on convenience
- No moisture testing required
- Low VOC
- **10-year system warranty** when installed as directed and registered.
- Refer to installation guidelines for required surface prep.

BENEFITS

- Simplifies installs on jobs with elevated RH with porous concrete
- Saves time and labor with no shot blasting or CSP profiling
- Ideal for projects that need moisture protection without extra complexity
- Ensures long-term performance with reliable coverage and easy process

WHERE TO USE THIS SYSTEM

- Concrete slabs with up to 100% RH and porous surface
- Fast-track tenant improvement or refresh projects
- Active jobsites where mechanical profiling isn't feasible
- Spaces where low odor and minimal disruption is required
- Projects needing assurance without the added testing or equipment



1. **Adhesive** *(Required)*
   Core 4 Adhesives
2. **Leveler** *(Required — choose 1 based on conditions)*
   VL201 | Versatile cementitious self leveling product with long open times to allow for ease of blending
   QL202 | Quick drying cementitious self leveling product to allow for quicker turn times
3. **Mitigation Layer** *(Required)*
   VBS311 | Vapor barrier solution for up to 100% RH
4. **Patch**
   (Not required — use based on condition of substrate)
   MRS101 | Moisture resistant skim coat and patching compound
5. **Crack + Joint Repair**
   (Not required — use based on condition of substrate)
   CJR400 | Ultra-fast setting, low viscosity crack and joint repair
6. **Concrete**

Report to Honorable Mayor and City Council

Tuesday, May 5, 2026, 5:00 PM

SPECIAL ORDERS OF THE DAY 32.

To: Honorable Mayor and City Council

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

Subject: CONSIDER APPEAL OF PLANNING COMMISSION DECISION TO DENY DESIGN OVERLAY REVIEW NO.1935-23 AND CONDITIONAL USE PERMIT (CUP) NO. 1128-23, AND THE PLANNING COMMISSION'S RECOMMENDATION TO THE CITY COUNCIL REGARDING DENIAL OF DEVELOPMENT AGREEMENT (DA) NO. 33-23, FOR THE DEVELOPMENT OF AN APPROXIMATELY 100-MEGAWATT BATTERY ENERGY STORAGE SYSTEM (BESS) LOCATED AT 18800 BROADWAY (APN: 7339-014-009) (CITY COUNCIL)

I. SUMMARY

On March 10, 2026, the Planning Commission, by a 5-2 vote, adopted Resolution No. 26-2900, denying Design Overlay Review (DOR) No. 1935-23 and Conditional Use Permit (CUP) No. 1128-23, and recommending that the City Council deny Development Agreement (DA) No. 33-23 for an approximately 100-megawatt battery energy storage system (BESS) located at 18800 Broadway (Exhibit No.'s 2-4).

On March 23, 2026, Vesi 27 LLC (“Applicant”) filed a timely appeal of the Planning Commission’s decision. On April 16, 2026, the City Clerk determined the appeal to be complete and in compliance with Carson Municipal Code (CMC) Section 9173.4(B)(3) (Exhibit No. 5).

Section 9173.4 (Appeals) further provides that the City Council may take one of the actions described below within 60 days of filing an appeal; and unless the item is referred back to the Planning Commission, the City Council's decision must be supported by written findings.

- Affirm Planning Commission Decision. The City Council can make this affirmation and uphold the Planning Commission's denial (see proposed Resolution No. 26-047 attached as Exhibit No. 6, which would also deny the DA as recommended by the Planning Commission); or
- Modify Planning Commission’s Decision. Direct staff to prepare a resolution incorporating City Council direction and supporting findings as to any desired modifications. Due to the 60-day appeal action period expiring on Friday, May 22, 2026, such resolution would be brought back at the May 20, 2026 regular City Council Meeting; or
- Refer the Matter Back to the Planning Commission with Instructions. This option may be considered if the City Council has significant issues requiring further analysis and would like the Planning Commission to reconsider the project. This path would necessitate the City Council to provide specific direction to staff and the Planning Commission; or
- Reverse the Planning Commission’s Decision. Direct staff to prepare a resolution approving the project with appropriate findings, and subject to conditions of approval for consideration at a future City Council meeting.

Due to the 60-day appeal action period expiring on Friday, May 22, 2026, such resolution would be brought back at the May 20, 2026, Regular City Council Meeting.

Staff recommends that the City Council affirm the Planning Commission's denial based on the findings set forth in draft Resolution No. 26-047.

II. RECOMMENDATION

TAKE the following actions:

1. OPEN the Public Hearing, RECEIVE public testimony, and CLOSE the Public Hearing; and EITHER
2. WAIVE further reading and ADOPT Resolution No. 26-047, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AFFIRMING, PURSUANT TO CARSON MUNICIPAL CODE SECTION 9173.4(C)(2) (a), THE DECISION OF THE PLANNING COMMISSION TO DENY SITE PLAN AND DESIGN OVERLAY REVIEW NO. 1935-23 AND CONDITIONAL USE PERMIT NO. 1128-23, AND DENYING, AS RECOMMENDED BY THE PLANNING COMMISSION, DEVELOPMENT AGREEMENT NO. 33-23 FOR A PROPOSED BATTERY ENERGY STORAGE SYSTEM (BESS) FACILITY LOCATED AT 18800 BROADWAY AVENUE, APN 7339-014-009" (Recommended Action); OR
3. DIRECT staff to bring back a proposed resolution at the May 20, 2026 City Council meeting to modify the Planning Commission decision in accordance with Council direction provided at or upon the conclusion of the appeal hearing, and based on appropriate supporting written findings as discussed or considered at the appeal hearing; OR
4. REFER the matter back to the Planning Commission with specific instructions for further consideration; OR
5. DIRECT staff to bring back a proposed resolution on May 20, 2026, to reverse the Planning Commission's decision and approve the project, supported by appropriate written findings and conditions of approval.

III. ALTERNATIVES

TAKE another action the City Council deems appropriate.

IV. BACKGROUND

On March 10, 2026, the Planning Commission held a duly noticed public hearing to consider a decision on DOR No. 1935-23 and CUP No. 1128-23, along with a recommendation to the City Council regarding DA No. 33-23, for a proposed 100-megawatt battery energy storage system at 18800 Broadway. Staff recommended denial of the project based on findings related to land use compatibility and public health and safety.

Following completion of the public hearing and consideration of the administrative record, the Planning Commission adopted Resolution No. 26-2900, denying the requested DOR and CUP entitlements and recommending City Council denial of DA No. 33-23, since the City Council is the decision-making body for development agreements. On March 23, 2026, the Applicant appealed the Planning Commission's decision to the City Council (Exhibit No. 5).

The City Council now must now consider the Applicant's appeal and determine whether the Planning Commission's decision should be affirmed, modified, reversed, or referred back to the Planning Commission. Unless referred back to the Planning Commission, the Council's decision on the appeal must be supported by written findings.

It should be noted that the Applicant may or may not be able to pursue alternative state-level review processes for certain energy infrastructure projects, including review by the California Energy Commission, which has jurisdiction over specified energy facilities under California law. However, the existence or potential availability of such processes does not alter the City Council's responsibility to evaluate the proposed project/appeal based on applicable local regulations, required findings, and the administrative record.

Site Context

The project site is located approximately 0.35 miles east of the I-110 Freeway and approximately 0.46 miles north of the I-405 Freeway. The project site is zoned M-H (Manufacturing - Heavy). The immediate surrounding area is primarily industrial; however, several sensitive receptors are located in proximity, including:

- A Kaiser Permanente medical offices to the northwest, approximately 315' from the subject property line.
- The City's Community Services/Public Works facility (which includes a secondary Emergency Operations Center) to the north, approximately 350' from the subject property line.
- Residential uses east of Main Street, some of which are less than 500' from the subject property line.
- Victoria Park to the southeast, commencing approximately 375' from the subject property line.
- Towne Avenue Elementary School further to the southeast.

(See Exhibit No. 1). The project site was previously occupied by an industrial topsoil operation and is currently vacant.

Project Description

The proposed project is an approximately 100 megawatt battery energy storage system BESS facility. In simple terms, the project would function like a large scale rechargeable battery for the electric grid, storing electricity when supply is high and releasing it when demand increases.

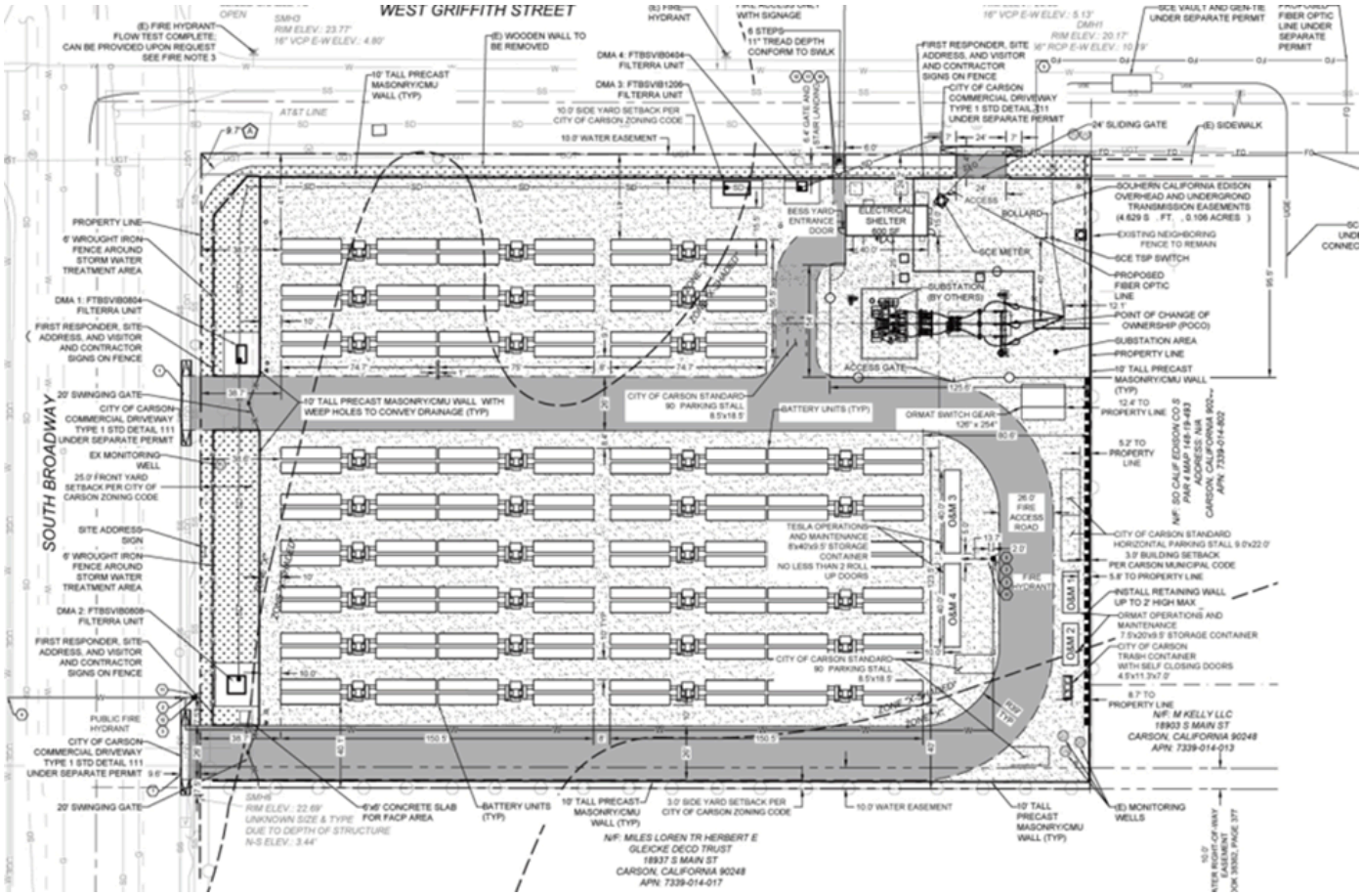
The facility would consist of lithium-ion batteries housed in enclosed steel containers, along with supporting electrical equipment such as inverters, transformers, switchgear, and a small on-site substation. These components work together to store electricity, manage the flow of power, and safely connect the facility to the regional electric system.

Each battery enclosure would contain racks of battery modules equipped with monitoring and communication systems that automatically track performance and operating conditions. A centralized battery management system would control when the batteries charge and discharge, while also regulating temperature through an integrated cooling system to maintain safe operation.

To connect the facility to the electrical grid, the project would include a new underground 66 kilovolt transmission line referred to as a gen-tie line. This line would run from the northeast portion of the site along the west side of Griffith Street and connect to the nearby Southern California Edison SCE Nola Substation, located approximately 165 feet east of the project site.

In addition, a fiber optic communication line would be installed to allow real time coordination between the project and SCE’s substation. Installation of this line would require trenching within the Griffith Street public right of way and would be subject to City approval, including any required easements or encroachment permits.

The facility would operate continuously 24 hours per day, 365 days per year, and would charge by drawing electricity from the grid and discharge by returning stored energy back to the grid when needed, helping to support overall grid reliability.



Key Considerations

Land Use Compatibility and Public Safety: the proposed project would introduce a large-scale lithium-ion battery energy storage facility into an urbanized area with nearby sensitive receptors. While such facilities provide regional energy benefits, they are also associated with risks, including thermal runaway events, fire, and the potential release of hazardous emissions.

Although modern BESS facilities incorporate monitoring and safety systems, the potential for failure events cannot be entirely eliminated. In this case, the proximity of residential uses, a school, a park, medical services, and critical City facilities increases the potential for off-site impacts in the event of an incident.

The Planning Commission determined that, given the site's location and surrounding context, the project raises land use compatibility concerns and may not adequately protect public health, safety, and welfare.

Emergency Response: Battery energy storage system incidents differ from conventional fires and may require specialized response strategies, including defensive operations, hazardous materials monitoring, and extended incident management. In the event of a significant system failure, response capabilities may be limited primarily to perimeter control, evacuation coordination, and incident monitoring. Given the proximity of sensitive receptors, the potential need for evacuation and extended incident duration presents additional challenges.

The Planning Commission found that these factors contribute to uncertainty regarding the City’s ability to adequately respond to a major incident at this location.

General Plan Consistency: The project supports certain General Plan goals related to energy innovation and sustainability. However, General Plan consistency must be evaluated as a whole. A project is consistent with the general plan if, considering all its aspects, it will further the objectives and policies of the general plan and not obstruct their attainment. Perfect conformity is not required, but the project must be compatible with the General Plan's objectives, policies, uses, and programs.

The Planning Commission identified conflicts with key policies, including:

- Land Use Compatibility and Community Health (Guiding Principle 6, Guiding Policy LUR-G-13, Guiding Policy CHE-G-4, Implementing Policy CHE-P-4): The scale, location, operational characteristics, and potential hazard profile of the project introduce land use compatibility and public health concerns relative to the surrounding area, which is characterized by dense urban development and includes nearby residential land uses and other sensitive receptors.
- Hazardous Materials and Public Safety (CSES-G-14 and CSES-G-16): These policies emphasize minimizing exposure to hazardous materials and reducing risks to residents and workers. The proposed concentration of lithium-ion battery systems presents potential risks that the Commission determined could not be adequately mitigated in this location.

After considering all aspects of the project, the Planning Commission concluded that the project is not consistent with the General Plan.

Similarly, the Planning Commission also determined that the proposed use and development will not be compatible with the intended character of the area, which is a required finding for approval of a Conditional Use Permit (CUP), and that the development plan for the Project is incompatible with surrounding uses, which is a required finding for approval of a Site Plan and Design Review (DOR).

Additionally, the Planning Commission found that required findings to approve a Development Agreement (DA) include finding that the DA is consistent with the General Plan and will not be detrimental to the health, safety and general welfare. The Planning Commission determined these findings cannot be made as required to approve the proposed DA, and therefore recommended City Council denial of the DA.

V. APPEAL ANALYSIS

The appellant states that the Planning Commission erred by 1) disregarding community support and climate benefits, 2) contradicting evidence in the record, and 3) relying on a staff report containing material errors. Staff has reviewed each appellate concern and has provided the following responses.

Consideration of Community Support and Project Benefits

The appellant states that the Planning Commission rejected community support and disregarded the project's climate and community benefits. As noted, the Planning Commission conducted a duly noticed public hearing, received both written and oral testimony, and considered the full range of public input, including comments in support of the project.

The Planning Commission evaluates projects based on applicable findings (including the protection of public health, safety, and welfare), and not on the level of public support. After considering the project's stated benefits and its potential risks, the Commission determined that the scale of the proposed facility, the location and proximity to sensitive receptors, and the concentration of hazardous materials presented public health and safety and land use compatibility concerns that exist despite the identified benefits. As a result, the Commission determined that it could not make all of the required findings for approval of the requested entitlements under the CMC.

One of the required findings for approval of a Conditional Use Permit under the CMC is, "If the Commission finds that any adverse effects will occur as a result of the proposed use and development, such effects must be found to be justified by the benefits to the public interest which will occur as a result of such use and development." The Commission found that adverse effects will occur as a result of the proposed use and development, and that such effects are not justified by the benefits to the public interest which will occur as a result of such use and development, including the proposed community benefits provided for in the proposed development.

Consistency with the General Plan and Evidence in the Record

The appellant stated that the Planning Commission's denial contradicts the facts and evidence, particularly with respect to General Plan consistency. While the project may comply with some General Plan goals related to innovation and renewable energy, the Planning Commission determined that other General Plan goals are not being met, as discussed above, and therefore is not consistent with the General Plan overall.

The Planning Commission determined that the project conflicts with key General Plan policies and does not warrant making the required CMC findings for approval of the requested entitlements. As further discussed above and in Planning Commission Resolution No. 26-2900, the basis for the Planning Commission's determination included the following:

- **Land Use Compatibility:** Although the immediately adjacent area is industrially zoned, consideration of the proposed 24/7/365 battery storage and energy cycling operation, the site and location of the project, the development and uses in the surrounding area, the scale and concentration of hazardous materials proposed to be used in the project, and the potential for catastrophic fire and explosion events involving the project, based on substantial evidence in the record, results in concerns that the proposed use and development is incompatible with the surrounding industrial properties, which were not developed with adjacent utility-scale energy storage hazards in mind, as well as with the nearby sensitive receptors and other urban development. As such, the project raises legitimate compatibility concerns.
- **CSES-G-14 and CSES-G-16 (Hazardous Materials and Public Safety):** These policies emphasize minimizing hazardous material exposure and reducing risks to residents and workers. Lithium-ion batteries are hazardous materials. Lithium-ion battery storage systems are associated with documented risks, including thermal runaway, fire, explosion, and the release of toxic gases. Incidents involving BESS facilities in other jurisdictions (i.e. Vistra in Moss Landing, CA in 2025; Kearny South in San Diego in 2024, Gateway Energy Storage Facility in Otay Mesa, CA in 2024, McMicksen BESS in Surprise, AZ in 2020, etc.) demonstrate the plausibility of such risks. Even testimony and comment letters provided by the applicant or its representatives acknowledge that events of this nature continue to occur at BESS facilities in the United States every year and cannot be ruled out with respect to the project.

Given the project's location within a densely developed urban environment, any failure event could have significant off-site consequences. Extensive testimony was provided by the Fire Chief at the Planning Commission hearing, which is outlined in the attached Planning Commission minutes (Exhibit No. 2) and can be viewed at https://horizon.agendalink.app/player/carsonca/6939a3d1dffef60047206fd7.

The Planning Commission determined, based on substantial evidence in the administrative record, that the project is inconsistent with General Plan policies and fails to satisfy other CMC requirements that are intended to ensure protection of public health and safety and compatibility of land uses as it pertains to approval of CUP's, DOR's and DA's for new uses and developments. The existence of evidence in the record that may support a different conclusion is immaterial to the validity of the City's decision. The City has discretion in determining whether or not the required findings for approval of the project entitlements are met, and the City's decision in that regard will not be disturbed so long as it is supported by substantial evidence in the record.

Alleged Errors in the Staff Report

The appellant states that the staff report contained material errors that influenced the Planning Commission's decision. Staff responds as follows:

a. Characterization of Kaiser Permanente
While the staff report referenced Kaiser Permanente as a hospital, it is more accurately described as a medical office facility. However, this distinction does not diminish the fact that the medical office services vulnerable populations (i.e. the elderly obstetrics, and pediatrics). The facility also provides a wide range of healthcare services, including laboratory work, imaging and x-rays, pharmacy services, outpatient surgical procedures, and multiple medical specialties. As such, the facility can be reasonably classified as a sensitive receptor.

b. Identification of Adjacent Uses and Sensitive Receptors
The staff report correctly identified that properties immediately adjacent to the project site are industrial. However, it also appropriately noted that sensitive receptors exist in proximity of the subject property. Land use compatibility considers not only properties immediately adjacent to subject properties, but also considers nearby uses that could be affected by potential off-site impacts.

c. Potential Impacts from Toxic Smoke and Plume Modeling
While modeling prepared for the project may not have identified significant impacts to specific receptors under certain assumed conditions, such analyses are limited by the scenarios evaluated. Recent incidents involving BESS facilities such as those mentioned above have demonstrated variability in fire behavior, duration, and emission characteristics that may not be fully captured in predictive models. Moreover, plume modeling does not eliminate the risk of hazardous emissions.

d. Location of BESS Facilities in Urban Areas
While the appellant notes that BESS facilities can and do operate in more urbanized settings, including an example in Pomona, this does not confirm that the proposed project is appropriate for proposed site. Each project must be evaluated on its own merits, including site characteristics, surrounding land uses, and proximity to receptors.

Conclusion

The Planning Commission's decision to deny the DOR and CUP and recommendation to deny the DA was based on a full review of the material, public in-put, applicable findings, and General Plan policies. The Commission weighed the project's potential benefits against its risks and identified valid concerns regarding land use compatibility and public health and safety.

For these reasons, staff recommends that the City Council uphold the Planning Commission's decision.

VI. Environmental Review

A Class 32 exemption memorandum was prepared for the proposed project (see Exhibit No. 2). Pursuant to California Environmental Quality Act Guidelines Section 15332 (In-fill Development), Class 32 consists of projects characterized as in-fill development meeting the conditions described below:

a) The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.

(b) The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.

(c) The project site has no value as habitat for endangered, rare or threatened species.

(d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.

e) The site can be adequately served by all required utilities and public services.

The Planning Commission did not find that a CEQA Class 32 exemption applies to the project. Instead, the Planning Commission adopted a denial resolution that contains a finding of exemption pursuant to CEQA Guidelines Section 15061(b)(4), which provides that a project is exempt from CEQA if the project will be rejected or disapproved by the City.

V. FISCAL IMPACT

Development Impact Fees

If the City Councils determines to reverse the Planning Commission's decision, the project would be subject to Interim Development Impact Fees. In accordance with Article XI (Interim Development Impact Fee Program) of the Carson Municipal Code, the applicant, property owner, and/or successor to whom these project entitlements are assigned ("Developer") shall be responsible for payment of a one-time development impact fee at the rate in effect at the time of issuance of building permits, currently (for Fiscal Year 2025-2026, effective July 1, 2025, through June 30, 2026) set at $3.68 per square feet for all square footage of battery enclosures (approximately 51,384 square feet). Based on the current rates, the interim development impact fees for the proposed development are estimated at $189,093.12. If the Project increases or decreases in size, the development impact fee amount will be adjusted accordingly at the same rate.

Development Agreement

The proposed Development Agreement would include the following payments to the City:

- O & M payment: a lump sum amount of $357,006
- Battery Fee: a guaranteed minimum payment of $250,000

VI. EXHIBITS

1. Project Location Map
2. March 10, 2026 Planning Commission Staff Report & Minutes
3. Supplemental Memo Denial Recommendation
4. PC Resolution No. 26-2900
5. Appeal Application from Vesi 27 LLC and Appeal Application Notice of Sufficiency
6. Draft City Council Resolution No. 26-047 Affirming Planning Commission Decision

Attachments

Project Location Map.pdf
March 10, 2026 Planning Commission Staff Report & Minutes.pdf
Supplemental Memo Denial Recommendation.pdf
PC Resolution 26-2900 _signed.pdf
Appeal Application from VESI 27 LLC & Appeal Application Notice of Sufficiency.pdf
Draft Resolution No. 26-047 Affirming PC Decision and Denying DA_Griffith BESS.pdf

Kaiser Permanente
City Corporation Yard
Single Family Homes
Single Family Homes
S. Figueroa Street
S. Broadway
Main Street
W. Griffith Street
Project Site
SCE Nola Substation
M.L.K. Street
Victoria Community Regional Park

Report to Planning Commission

Tuesday, March 10, 2026, 6:30 PM

NEW PUBLIC HEARING 9A.

TO:	Planning Commission
FROM:	McKina Alexander, Planning Manager
PREPARED BY:	Kaneca Pompey, Consultant Planner
SUBJECT:	PUBLIC HEARING OF THE PLANNING COMMISSION OF THE CITY OF CARSON TO CONSIDER FINDING A CEQA EXEMPTION, RENDERING A DECISION ON DESIGN OVERLAY REVIEW (DOR) NO. 1935-23 AND CONDITIONAL USE PERMIT (CUP) NO. 1128-23, AND MAKING A RECOMMENDATION TO THE CITY COUNCIL REGARDING A DECISION ON DEVELOPMENT AGREEMENT (DA) NO. 33-23, FOR THE DEVELOPMENT OF AN APPROXIMATELY 100-MEGAWATT BATTERY ENERGY STORAGE SYSTEM (BESS) LOCATED AT 18800 BROADWAY (APN: 7339-014-009)

PROJECT/APPLICATION INFORMATION

Project Summary:	A request by the applicant to consider finding a CEQA exemption, approving DOR No. 1935-23 and CUP No. 1128-23, contingent upon City Council approval of Development Agreement (DA) No. 33-23, and recommending the City Council adopt DA No. 33-23 for the development of an approximately 100-megawatt battery energy storage system (BESS) and project-related on-site and offsite improvements
Project Location:	18800 Broadway (APN: 7339-014-009)
General Plan/Zoning:	Heavy Industrial/Manufacturing, Heavy
Project Applicant:	Jessica Mowry, ORMAT
Project Owner:	VESI 27 LLC

I. OVERVIEW

A. Introduction and Background

The approximately 3-acre vacant project site contains one parcel and is located in the northwestern portion of the city, south of Victoria Avenue, on the southeast corner of Griffith Street and Main Street. The proposed project includes an on-site approximately 100-megawatt battery energy storage system (BESS) development and project-related on and off-site improvements. The applicant/prospective permittee, and the contracting party under the proposed Development Agreement (DA) No. 33-23 and the contemplated shared easement agreement with the adjacent Edison substation, is VESI 27 LLC. The BESS site will be operated by Ormat Energy Storage (Ormat). Ormat has over 60 years of experience in energy markets and currently operates eighteen (18) BESS projects across California, Ohio, and Texas.

From March 2019 to February 2025, the site was previously occupied by BD Topsoil and LA County Sandbags, an industrial topsoil supplier operation. Previous entitlement(s) for the project site include Tentative Parcel Map (TPM) 15195-82 to create two lots.

The applicant's requested entitlements consist of the following:

- DOR No. 1935-23, to approve the development plan for the project pursuant to CMC Section 9113.2 which designates the requirement for properties within a Design Overlay zone to be subject to CMC Section 9172.23 for Site Plan and Design Review for any development that is evaluated for $50,000 or more;
- CUP No. 1128-23, to approve the proposed BESS use containing hazardous materials pursuant to CMC Section 9141.1; and
- DA No. 33-23, to grant specified development rights in exchange for provision of specified community benefits.

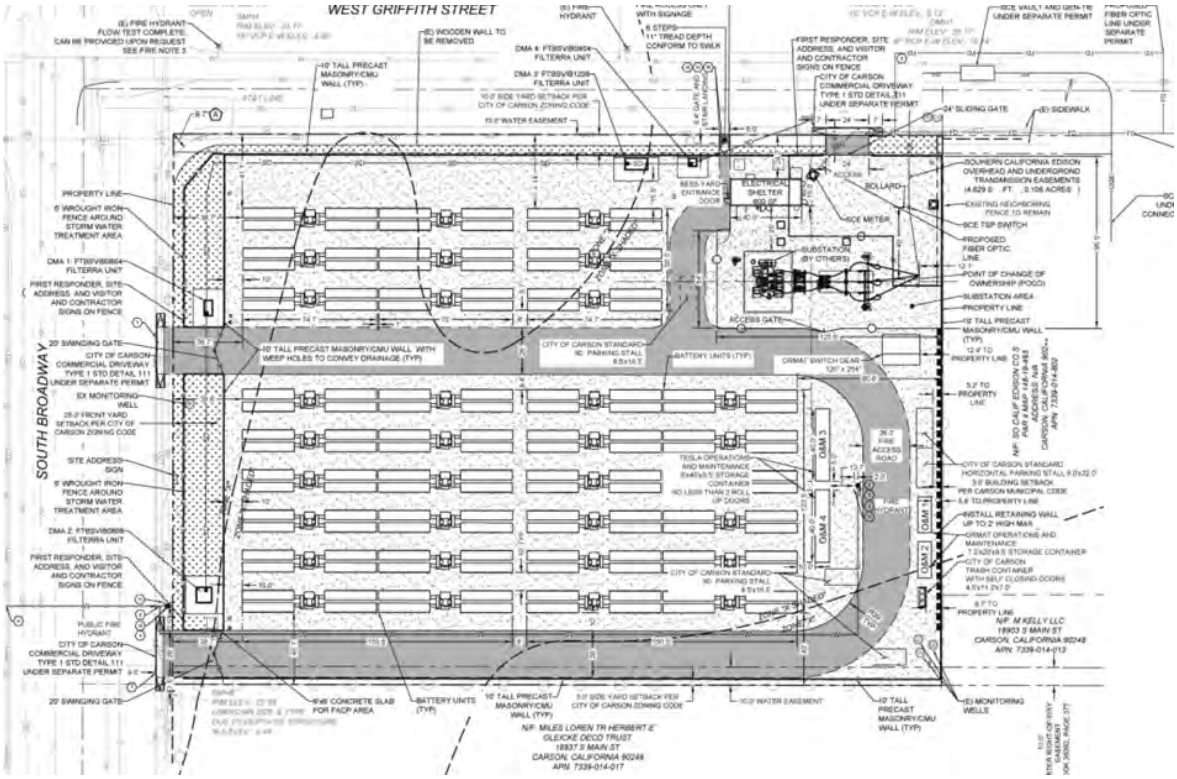
B. Project Description

The proposed project is an approximately 100-megawatt BESS consisting of lithium-ion batteries installed in refabricated steel enclosures housing internal racks, inverters, medium-voltage transformers, switchgear, collector substation, and other associated equipment to interconnect into the adjacent Southern California Edison (SCE) Nola Substation located east of the project site. The enclosures would have battery storage racks with relay and communications systems for automated monitoring and management of the batteries to ensure design performance. A battery management system would be provided to control the charging/discharging of the batteries, along with temperature monitoring and control of the individual battery cell temperature with an integrated cooling system. Power inverters to convert between AC and DC, along with transformers to step up the voltage, would also be included.

A single underground 66-kilovolt generation transmission line (gen-tie line) would interconnect the proposed project to the existing SCE NOLA substation. The proposed underground gen-tie line route would start at the northeast portion the project site, run east along the west Griffith Street frontage, and connect to the SCE Nola Substation located approximately 165 feet east of the project site, on the SCE Nola Substation property. To facilitate communication with SCE facilities, a fiber-optic cable will connect the project site switchyard with the SCE Nola Substation. Installation of the underground fiber optic cable lines would require trenching and earthmoving activities within the West Griffith Street public right-of-way and would be contingent upon City granting an easement or license to SCE or Developer, as applicable, for the location of the fiber optic cable lines in the West Griffith Street public right-of-way in exchange for fair market value consideration pursuant to a written agreement, and all required City encroachment and excavation permits.

The proposed BESS facility would provide a service to the regional electric grid by receiving energy (charging) from the SCE electric transmission system, storing energy, and then later delivering energy (discharging) back to the point of interconnection. The facility is intended to operate year-round and would be available to receive or deliver energy 24 hours a day and 365 days a year.

Proposed Site Plan:



Gen-tie and fiber line routes from Project Site to the SCE Nola Substation

C. Existing Site Conditions

1. Zoning and General Plan Land Use Information

The project site is located approximately 0.35 miles east of the I-110 Freeway and approximately 0.46 miles north of the I-405 Freeway. Although the site and adjacent lots are primarily industrial uses, institutional use (Kaiser Permanente Hospital) is located further northwest, the City's Community Services/Public Works facility is located further north, a residential community is located east of Main St. across from the site, and Victoria Park and Towne Ave. Elementary School is located further to the southeast.

The 3-acre project and the project-related offsite improvements are within the Manufacturing, Heavy with Site Plan and Design review Overlay (MH-D) zone with a General Plan land use designation of Heavy Industrial (HI).

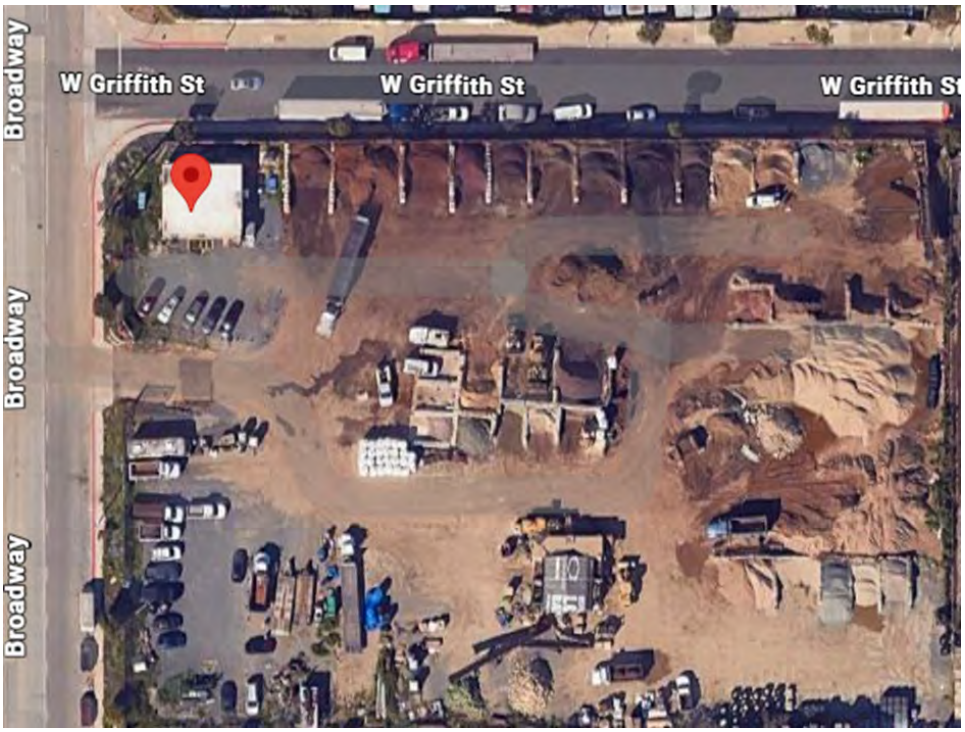
The following table summarizes the surrounding land uses, zoning, and general plan designations, as well as certain nearby sensitive receptors:

Land Use Summary Table			
	Existing Use	**Zoning**	**General Plan**
Subject Site	Vacant	MH-D (Manufacturing, Heavy -Design Overlay)	Heavy Industrial
North of Subject Site	Pactrans, LLC (freight forwarding office)	MH-D (Manufacturing, Heavy -Design Overlay) and ML-D (Manufacturing Light - Design Overlay)	Heavy Industrial Light Industrial
South of Subject Site	OP Fleet Service (truck repair)	MH-D (Manufacturing, Heavy -Design Overlay)	Heavy Industrial
East (adjacent) of Subject Site	SCE Nola Substation	MH-D (Manufacturing, Heavy -Design Overlay)	Heavy Industrial
Further East/Southeast (Across Main St.)	Residential neighborhood, Victoria Park, and Towne Ave. Elementary School	Residential Single Family and Open Space	Low Density Residential and Open Space

West of Subject Site **Further Northwest of Subject Site**	Metro Division 18 and Kaiser Permanente Hospital	ML-D (Manufacturing, Light -Design Overlay)	Light Industrial

2. Site Conditions

The project site is currently vacant. The below photo shows the prior topsoil operation on the site. Vegetation consisting of ground cover (grass) and shade trees are located in planted areas within the frontage of the project site.



II. ANALYSIS

A. General Plan Consistency

The project site and project-related offsite improvements are located located within industrial area surrounded by existing development and within close proximity of sensitive receptors (hospital, park, residential, and school).

The General Plan land use designation for the project site is Heavy Industrial (HI). The heavy industrial designation is intended to provide for the full range of industrial uses that are acceptable within the community, but whose operations are more intensive and may have nuisance or hazardous characteristics, which for reasons of health, safety, environmental effects, or general welfare, are best segregated form other uses, and uses handling hazardous materials would be permitted only with proper safeguards and a conditional sue permit. The proposed use involves lithium ion batteries, which is a hazardous material, and is best segregated from other uses due not only to the batteries themselves but to the amount of energy they will be storing and the associated blast and fire hazards.

General Plan Policies:

Policy	**Project (In)Consistency**
LUR-G-1: Maintain a balanced land use program that promotes a diversified economic base and capitalizes on Carson's location and assets - strong industrial economy, access to major freeways, rail corridors, airports, and the ports of Long Beach and Los Angeles, and the presence of California State University, Dominguez Hills	The Project adds regionally serving industrial use which will generate tax revenue and community benefits for the City (See Development Agreement, Article 3). The proposed project capitalizes on the presence of the nearby SCE Nola Substation.
LUR-G-15: Prioritize uses that provide services to the community, generate sales tax, generate good paying jobs, or provide other benefits to the community.	The Project would provide a service to the regional electric grid, and the initial development of the Project will generate sales tax revenue and community benefits for the City (See Development Agreement). The Project construction would employ good paying union labor jobs. In operation, the Project would be remotely monitored and would only require intermittent on-site maintenance, meaning there will be very few employees on-site (and frequently none) and the Project operation will not involve heavy trucking. Tesla, the battery manufacturer, would employ labor for Project operations and maintenance.

CIR-G-5: Manage parking demand and supply through the provision of adequate and convenient facilities	The Project would have insignificant traffic impact and parking demands, and provides four off-street parking spaces for the occasional maintenance visits.
Guiding Principle 6: Foster harmony between industrial and residential land uses. LU-7: Adjacent land uses that are compatible with one another. LUR-G-13: Ensure adequate buffers and transitions between industrial and residential land uses as sites are developed or redeveloped.	Area of Concern. The Project would contain hazardous materials in the form of a large volume of lithium-ion batteries intended to store electricity, involves a risk of fires and explosions emitting or ejecting materials from the Project site, and is located on a relatively small (3-acre) site that is surrounded by existing industrial development and is in proximity to multiple sensitive uses (Kaiser Permanente Hospital, residential neighborhood east of Main St., and Victoria Park, as well as the City's Corporate Yard, all within 1,000 feet). Towne Avenue Elementary School and one or more daycare uses are slightly further away.

LU-7: Adjacent land uses that are compatible with one another. CHE-G-4: Protect community health from pollution by toxics and hazardous materials, especially in areas with vulnerable or sensitive populations. CSES-G-14: Protect Carson residents and workers from hazardous material exposure and minimize the threat to public health and safety and to the environment posed by a release of hazardous materials. CSES-G-16: Continue mitigating against and restricting hazardous material usage in efforts to reduce pollution and hazard burden on Carson residents.	The Project would comply with applicable federal, State, and local standards that would help to mitigate any potential adverse impacts related to an accidental release of hazardous materials during construction or operation of the Project.

	Area of Concern. Lithium battery systems have documented risks of thermal runaway, fire, explosion, and toxic gas release. BESS facilities such as the project carry potential off-site public health and safety impacts resulting from explosions and fires involving the BESS facilities. There have been several recent failures of outdoor utility-scale containerized-BESS (like the Project) in other jurisdictions, mostly in remote areas. Until recently, BESS facilities have much-more commonly been installed in such remote areas, whereas the Project site is in a densely developed area. If a failure incident occurred on the Project site, the consequences to public health and safety could be far more grave than a similar incident occurring in a remote area. Fires involving BESS facilities must be simply contained and allowed to burn themselves out, meaning the hazardous materials would be consumed and emitted in the smoke. Explosions involving BESS facilities can eject projectiles high into the air, so although a blast wall can contain horizontal projectiles, it may not prevent a rain-down effect on surrounding properties.

B. Zoning Ordinance Compliance

The proposed project is consistent with applicable development standards pursuant to CMC Sections 9146.23-9146.25. However, the Zoning Ordinance does not specifically address BESS uses.

Development Standards

Criteria	Required	Provided
Front Yard	25 feet	25 feet
Side Yard	10 feet	15 feet
Rear Yard	N/a	3 feet
Wall	Not to exceed 50 feet	6 foot wrought iron fence, and 10 foot perimeter cmu block wall
Parking	n/a	4

III. ANALYSIS OF ENTITLEMENTS (DOR, CUP, and DA)

A. Site Plan and Design Review (DOR) No. 1935-23

Section 9172.23 (Site Plan and design Review) states that the Planning Commission shall approve a DOR if the commission is able to make the following affirmative findings:

a. Compatibility with the General Plan, any specific plans for the area, and surrounding uses.

b. Compatibility of architecture and design with existing and anticipated development in the vicinity, including the aspects of site planning, land coverage, landscaping, appearance and scale of structures and open spaces, and other features relative to a harmonious and attractive development of the area.

c. Convenience and safety of circulation for pedestrians and vehicles.

d. Attractiveness, effectiveness and restraint in signing graphics and color.

e. Development scheduling (if phased development) which will satisfy the above criteria in each phase.

f. Conformance to any applicable design standards and guidelines which have been adopted pursuant to CMC 9172.15. Such design standards and guidelines may be generally applicable or may specify different requirements for different areas.

The proposed project and project-related offsite improvements includes the development of energy storage facilities and associated infrastructure within an Industrial zone. With the inclusion of the conditions of approval, the proposed project is designed to be compatible with zoning code development standards and design regulations and would adhere to allowable building height and setbacks. The proposed development placement is located approximately 38.5 feet from the front property line, behind landscaped areas and a decorative concrete 6-foot-high wrought iron fence along Broadway and a 10-foot-high CMU block wall around the perimeter of the site. However, BESS facilities have documented risks of thermal runaway, fire, explosion, and toxic gas release and staff has concerns about the proposed project's potential to have an incident resulting in off-site public health and safety impacts to the surrounding business, institutional, park and residential communities.

Architecture and Design

The proposed BESS development plan includes the following facilities and project-related offsite improvements.

BESS Enclosures

The enclosures would be approximately 9 feet in height, with equipment placed on a concrete pad. The proposed BESS would be designed and installed in conformance with the nationally recognized National Fire Protection Association (NFPA) 855 Standard for the Installation of Stationary Energy Storage Systems, along with all applicable State and City fire protection requirements. The BESS would be unstaffed, with remote operational control and periodic on-site inspections and maintenance performed as necessary.

Batteries and Racks

The proposed lithium-ion batteries would be housed on racks, similar to common computer server racks. The racks are typically made of aluminum but may be composed of steel. The battery racks would be designed and installed in accordance with local seismic design requirements. The batteries/battery enclosures would be manufactured by/purchased from Tesla, and are a product known as the Tesla Megapack XL2.

Outdoor Electric Equipment

The proposed project includes transformers and additional electrical equipment that would be installed outside the BESS enclosures. The collector substation would be located to the east of the BESS facility components, and would be surrounded by an internal chain link fence which would not be visible from outside the property. Components would include a main power transformer, control house, and switchgear. Underground wires and cabling would run from the battery cable collection box (inside the enclosure) to a concrete pad housing the inverter and transformer. From the transformer, cabling would be run to the collector substation. All outside electrical equipment would be housed in the appropriate National Electrical Manufacturers Association (NEMA) rated enclosures and screened from view to the extent possible, on all sides. All outside electrical cabling on the site will be run underground.

Power Inverters and Transformers

Industry-standard nationally recognized equipment would be installed as part of the proposed project and project-related offsite improvements. The power inverters would be unattended stand-alone units that operate in all conditions. Inverters operate in both a charge mode and a discharge mode and are monitored and controlled remotely. In the event of an emergency or unscheduled maintenance, on-site disconnects would be utilized. Power inverters and transformers are designed to be robust with an anticipated life-span of approximately 30 years with proper maintenance.

Collector Substation

The proposed collector substation would include an open rack, air-insulated switch gear, and the main power transformer to step up medium-voltage. The substation area is anticipated to be located in the northeast corner of the BESS area.

Generation Transmission Line (Gen-tie Line)

A single 66-kilovolt generation transmission line (gen-tie line) would interconnect the proposed project to the existing SCE NOLA substation. The proposed gen-tie line route would start at the northeast portion the project site, run east along the west Griffith Street frontage, and connect to the SCE Nola Substation located approximately 165 feet east of the project site, on the SCE Nola Substation property.

Landscape

The project is proposing approximately 6,093 square feet of landscaping. Landscaping includes ground covers, shrubs, and three different tree species. The proposed landscaping would utilize low water use climate adapted plants and would improve the streetscape while providing additional screening for the proposed project. The project's landscaping would comply with all City and State requirements.

Operations and Maintenance Storage Area (O&M)

O&M storage area is proposed at the eastern portion of the project site. The O&M storage will consist of two 40-foot-long storage containers and two 20-foot-long storage containers. The area would house equipment and materials necessary to complete O&M activities. The O&M storage area would be unmanned with no personnel facilities such as restrooms, showers, etc.

Signage

No signage is proposed at this time. Any future proposed signage shall comply with all City requirements pursuant to CMC Sections 9146.7 (Industrial Signs) and 9172.23 (Site Plan and Design Review).

Site Access, Parking, Traffic, and Security

Access to the project site would be provided via two driveways (one existing and one proposed) along Broadway. No new roads would be required to provide access to the project site. A paved 26-foot-wide internal access road would surround the BESS portion of the project site. The proposed project includes four (4) parking spaces on site near the proposed operations and maintenance (O & M) storage area in compliance with the Zoning Ordinance parking requirements. The project would generate very few traffic trips, as the BESS facility would not be open to the public and would not involve daily employee staffing or truck servicing. The proposed project and project-related offsite improvements would be unoccupied and monitored remotely. Minimal periodic employee visits would be conducted for on-site equipment inspections, monitoring, and testing. Permanent motion-sensitive, directional security lights would be installed to provide adequate illumination around the substation area and points of ingress/egress. Pursuant to City of Carson Municipal Code (CMC) Section 9127.1, all exterior lighting installed on the project site would be shielded and directed downward to minimize the potential for glare or spillover onto adjacent properties. Security cameras would be placed throughout the project site and monitored 7 days a week and 24 hours per day as deemed appropriate by the Los Angeles County Sheriff Department.

Telecommunication Facilities

The proposed project would require telecommunication facilities to meet the communication requirements for interconnecting and communicating with the SCE/ California Independent System Operator (CAISO) facilities and to support remote project operations monitoring. To provide for communication with SCE facilities, a fiber-optic cable would be used to connect the project site switchyard with the SCE point of interconnection. Utility interconnection regulations require the installation of a second, separate, redundant fiber-optic cable. The redundant fiber-optic cable would also be installed within the project footprint. The project would use local exchange carrier services for telecommunication to support remote monitoring requirements. The project would connect to telecommunication fiberoptic lines owned and managed by local telecommunication providers.

Trash Enclosure

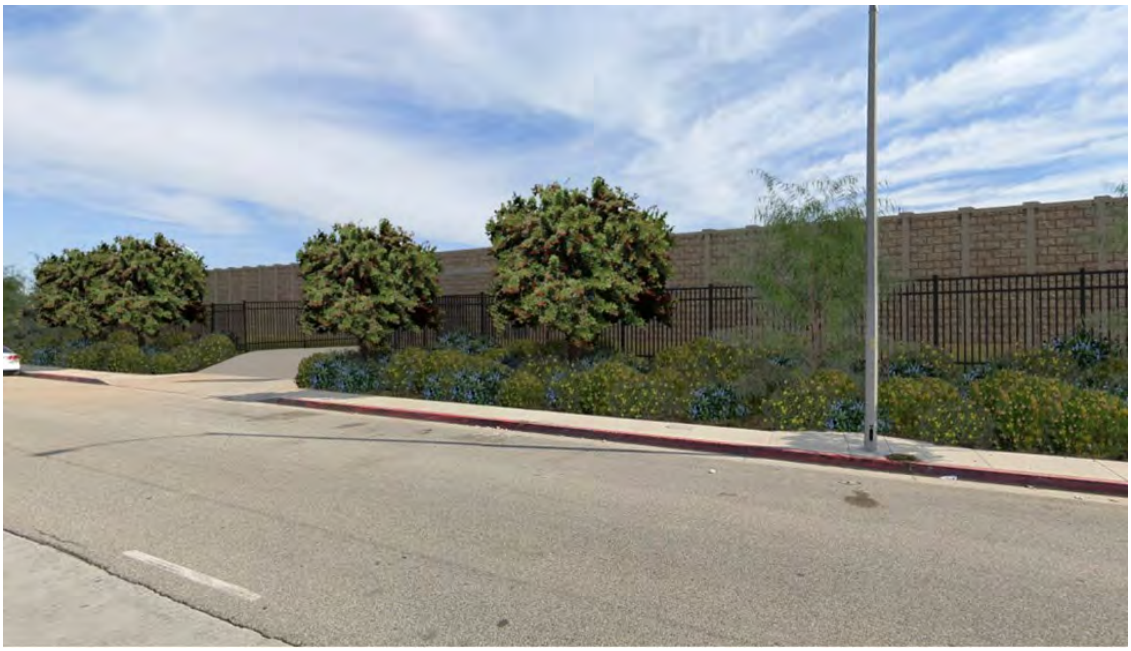
A three-sided trash enclosure with a self-closing gate is proposed near the project's southeastern boundary and would be approximately 7 feet in height and 11 feet, 3 inches in width. Design standards are pursuant to CMC Sections 9164.3-9164.5.

Wall

Per the Conditions of approval, a reinforced, 10-foot-high, decorative CMU block wall would be installed around the perimeter of the project site for safety and security purposes. The wall shall be a containment wall, engineered to withstand and contain the blast hazard associated with the Project, to the reasonable satisfaction of the City Engineer and the Los Angeles County Fire Marshal or designee. A 6-foot wrought iron fence and access gate at the driveway entrance are proposed along the project frontage on Broadway. All gates would be equipped with Knox boxes for emergency access. The decorative CMU block wall will be a natural, muted color designed in such a way that provides an aesthetically visual enhancement from the street view, public places, and adjacent properties. The City Traffic Engineer and the Los Angeles County Fire Department, Fire Prevention Land Development reviewed and approved of these proposed conditions of approval.

Below are renderings illustrating the BESS development.

Proposed View from Broadway Avenue



Proposed View from Griffith Street

Proposed View North

Proposed View East

Although the site is designated Heavy Industrial, the proposed development plan presents potential explosion and fire hazards. The project site is surrounded by existing development and is in close proximity to multiple sensitive uses including a Kaiser Permanente hospital to the northwest, a residential area approximately 500 feet away to the east, Victoria Park to the southeast within 1,000 feet, and Towne Elementary School and at least one daycare use slightly further to the east. The potential public health and safety risks presented by the project create compatibility concerns with the surrounding uses and sensitive receptors. Additionally, although the immediately adjacent area is industrially zoned, the proposed 24/7/365 battery storage and energy cycling operation, the scale and concentration of hazardous materials proposed to be used in the project, and the potential for catastrophic fire and explosion events involving the project results in concerns that the proposed development is incompatible with the surrounding industrial properties, which were not developed with adjacent utility-scale energy storage hazards in mind. Furthermore, although the Project has completed Fire Department Alternate Materials and Methods (AMMR) review, the proposed Fire Department conditions of approval requiring risk mitigating measures such as blast walls do not negate the Project's risks to public health and safety. For example, although the blast wall could contain horizontal projectiles, it may not contain rain-down effects from an explosion, and the AMMR review and conditions do not preclude the possibility of a fire involving the BESS facility emitting toxic smoke that could affect surrounding uses and sensitive receptors.

B. Conditional Use Permit No.1128-23

Carson Municipal Code Section 9172.21 (Conditional Use Permit) states that the Commission shall approve a CUP if it is able to make the following affirmative findings:

a. The proposed use and development will be consistent with the General Plan.

b. The site is adequate in size, shape, topography, location, utilities, and other factors to accommodate the proposed use and development.

c. There will be adequate street access and traffic capacity.

d. There will be adequate water supply for fire protection.

e. The proposed use and development will be compatible with the intended character of the area.

f. Such other criteria as are specified for the particular use in other Sections of this Chapter

The 3-acre site adequately accommodates the proposed BESS development. Fire Department conditions of approval have been included in the project's conditions of approval. Adequate street access is provided via Broadway. The lithium-ion batteries, which are hazardous materials, are on racks in battery enclosures. As designed and conditioned, certain safeguards will be in place before any operation of the Project, including a reinforced 10-foot-high CMU block wall around the entire perimeter of the property. Additionally, per the Conditions, none of the battery enclosures shall be within 25’ of any property line, and the battery enclosures shall be equipped with internal, fail safe heat and gas detection and alarm systems, which shall provide audio and visual early warnings of increases in heat or gas in any battery enclosure to a third-party reporting station that actively monitors for such warnings on a 24/7/365 basis.

Whenever any of the batteries fail, reach the end of their useful life, or need to be disposed of due to a legal requirement or due to their continued presence posing an added risk to public health or safety, the developer shall promptly discontinue use and dispose of such batteries in accordance with all applicable laws and regulations, including but not limited to those related to hazardous materials and hazardous waste. As described above, per the General Plan, uses handling hazardous materials on properties designated Heavy Industrial cannot be permitted without proper safeguards and a conditional use permit. The required conditions of approval set forth in CMC 9141.1 associated with issuance of conditional use permits for uses that involve hazardous materials have been incorporated into the Conditions, and additional health and safety measures have been incorporated into the Conditions as discussed above, in addition to the conditions pursuant to the Fire Department's AMMR review.

However, when a failure occurs involving a BESS facility, due to a number of life-safety reasons (i.e., explosion potential and toxic exposure, coupled with the fact that suppression efforts are ineffective and cause potentially-contaminated runoff, and exposure-protection efforts can actually *cause* failures in otherwise-unaffected units), it is anticipated that there is little to nothing the Fire Department would be able to do to intervene during these incidents other than to ensure that evacuation of the area has occurred (on and off site, depending on the incident type), coordinate site-operator activities as the incident commander, and monitor the situation. Stated differently, a fire involving a BESS facility generally cannot be put out, but rather must be allowed to burn itself out, which would occur once all the lithium-ion batteries and other involved materials have been consumed and emitted into the air as toxic smoke, which could then be carried by the wind affecting air quality and leading to severe public health and safety hazards for nearby sensitive receptors and other existing uses and developments.

Based on the relative frequency at which BESS-site failures continue to occur, fire incidents are expected to likely occur during the 15-to-30-year lifespan of the BESS units to be installed and the proposed 20-year term of the development agreement.

C. Development Agreement No. 33-23

The proposed DA is required to comply with the procedures established by the City Council as required by Government Code Section 65865(c) and the provisions of Government Code Sections 65864 through 65869.5, the State development agreement law. The applicant applied for a Development Agreement (DA) detailing the obligations of both the Applicant and City of Carson, and specifying standards and conditions that will govern the project for the proposed term of the DA, which would be until March 1, 2047, with options to extend to as late as March 1, 2052, or until the Developer's leasehold interest in the subject property ends, whichever is sooner. The DA, for its term, confers vested rights to the Developer as described in Articles 4-5 of the DA in exchange for the provision of public/community benefits to the City as provided in Article 3 of the DA. Approval of the proposed DA requires a finding that it is consistent with the City's General Plan and will further the overall public health, safety, and welfare in the City. The applicant has entered into a contract giving it an option to lease the Property for a period of twenty (20) years from the time the option is exercised, and as such, possesses the requisite legal or equitable interest in the Property under Government Code §65865 that allows it to enter into the DA.

Article 3 of the DA outlines the public benefits that the project will contribute towards community public benefits to the City. The community benefits include: payment of Interim Development Impact Fees (IDIF) per the City's Municipal Code (anticipated to be $189,093.12 if paid during FY 25-26); payment of a "O & M Payment" in the amount of $357,006; and payment of a "Battery Fee" as set forth in Section 3.3 (in an amount that could be anywhere from $250,000 to $1,487,500, depending on whether and to what extent the project batteries are purchased in a way that generates sales tax revenue for the City), in addition to likely generating significant sales tax revenue to the City from the purchase of project batteries. If the project battery purchase generates no sales tax (including applicable Bradley Burns sales and use tax and City transaction and use tax) revenue for the City, the Battery Fee amount will be the maximum amount of $1,487,500; for every dollar of tax revenue generated to the City by the purchase of project batteries, the Battery Fee amount will be reduced by a dollar, to a minimum Battery Fee amount of $250,000. The City will receive the applicable Battery Fee amount in addition to any and all sales tax revenue generated for the City by the project. The proposed DA provides for a public convenience through significant monetary benefits which will contribute to programs and services designed to provide for the health, safety, and welfare of the public, thereby exhibiting good land use practices. The proposed project will also provide additional health & safety features as detailed in the Conditions.

IV. COMMUNITY OUTREACH

Over the last two years, the applicant has conducted four neighborhood community meetings, including two meetings in 2024 and two meetings in 2026.

July 1, 2024 Community Meeting at Victoria Park

The first community meeting was held at Victoria Park, a location intentionally selected for its accessibility to nearby residents and its close proximity to the project site. Ormat hosted the meeting from 2:30 to 4:30 pm and remained on site from 12:00 to 5:00 pm to maximize opportunities for community members to attend, ask questions, and engage directly with the project team. No attendees arrived.

August 13, 2024 Community Meeting at Stevenson Park

The second community meeting was held at Stevenson Park. On behalf of Ormat Technologies, the City mailed notices to all residents and businesses within an increased specific radius of the project site. Ormat hosted the meeting from 6:30 to 8:30 pm. The meeting was structured as an open forum, supported by a presentation, and attendees were encouraged to ask questions throughout. Eight community members attended the meeting. Following the meeting, Ormat continued its engagement with nearby residents by proactively sharing additional information with community members who requested follow-up. Speakers expressed safety concerns during and after the meeting.

January 13, 2026 Community Meeting at Towne Avenue Elementary School

On December 29, 2026, mailers with addresses provided by the city were sent to area residents and businesses surrounding the project site for the third community meeting. In addition to the mailers, the applicant reached out to the Carson Chamber of Commerce, Towne Avenue Elementary School staff, parents, and students, personnel from IBEW Local 11, and staff from after school programs hosted by the Boys and Girls Club.

The third community meeting was held at Towne Avenue Elementary School and Ormat hosted the meeting from 5:30 to 7:30 pm. A total of six community members attended, including staff from the Los Angeles County Fire Department. Community members expressed support for the project.

February 10, 2026 Community Meeting at Stevenson Park

The fourth and final community meeting, hosted by Ormat, was held at the Stevenson Park Multi-Purpose Room from 6:00 to 8:00 pm. Prior to the meeting, the city mailed a notices to residents and business owners located in a 1,000 foot radius of the project site. Attendees to this meeting included members of the Carson Chamber of Commerce, Towne Avenue Elementary School, the Boys and Girls Club of Carson, Collab CDC, and representatives from IBEW Local 11. In addition to the outreach noted above, the project team collaborated with Towne Avenue Elementary School staff to share additional information on ClassDojo for interested parents and requested the project mailer be disseminated at the Chamber of Commerce Mix and Mingle event. Approximately 12 people attended the meeting, and four comment cards were submitted, all of which were either supportive or expressed interested in receiving ongoing updates.

V. PROJECT CONCERNS

Public Safety and Fire Risk

Large-scale lithium-ion battery storage facilities present a documented risk of thermal runaway events, which can result in the following:

1. Intense, difficult to extinguish fires
2. Prolonged burn duration and potential re-ignition
3. Release of toxic gases, smoke and particulate matter
4. Off-site impacts requiring evacuations
5. Explosions and projectiles, including rain-down effect projectiles although horizontal projectiles may be contained by blast walls

Although modern systems include monitoring and suppression technologies, the risk cannot be eliminated. The subject property is in proximity to the City's Public Facilities Yard and sensitive uses, including residential neighborhoods, hospital, park, and an elementary school. This dense surrounding existing development and proximity to sensitive uses amplifies potential impacts in the event of failure.

Emergency Response Capacity

Lithium-ion battery fires differ significantly from conventional structure or industrial fires.

They often require:

1. Defensive firefighting strategies
2. Hazardous materials monitoring
3. Extended incident command operations
4. Evacuation coordination

Moreover, BESS facilities are not without potential off-site consequence/impact and much remains unpredictable. There have been several recent failures of outdoor utility-scale containerized-BESS (like the proposed project), mostly in remote areas. Traditionally, BESS facilities have generally been installed in remote areas, unlike the proposed Project. If a failure incident occurred, for a number of life-safety reasons (i.e., explosion potential and toxic exposure, coupled with the fact that suppression efforts are ineffective and cause potentially-contaminated runoff, and exposure-protection efforts can actually *cause* failures in otherwise-unaffected units), it is anticipated that there is little to nothing the Fire Department would be able to do to intervene during these incidents other than to ensure evacuation of the area has occurred (on and off site, depending on the incident type), coordinate site-operator activities as the incident commander, and monitor the situation. Based on the relative frequency at which BESS-site failures continue to occur, fire incidents are expected to occur during the 15-to-30-year lifespan of the BESS units to be installed.

VI. ENVIRONMENTAL REVIEW

The proposed approval resolution contains a finding that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15332 (Class 32), based on a Class 32 exemption memorandum that was prepared for the proposed project (Attachment 5).

Class 32 consists of projects characterized as in-fill development meeting the conditions described below:

a) The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.

(b) The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.

(c) The project site has no value as habitat for endangered, rare or threatened species.

(d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.

e) The site can be adequately served by all required utilities and public services.

The proposed denial resolution contains a finding of exemption pursuant to CEQA Guidlines Section 15061(b)(4), which provides that a project is exempt from CEQA if the project will be rejected or disapproved by the City.

VII. PUBLIC HEARING NOTICE

Notice of this public hearing was given in accordance with Chapter 9173.22 of the CMC. The Planning Division mailed notification to property owners and occupants within a 1000-foot radius of the site and published notice in a newspaper of general circulation, and posted notices on-site by February 18, 2026. As of noticing and writing this report, three public comments were received.

VIII. RECOMMENDATION

That the Planning Commission:

1. Open the public hearing;
2. Receive and file the staff report and all related testimony;
3. Close the public hearing; and
4. Deliberate and take action at the discretion of the Planning Commission, including considering potential adoption of one of the following Resolutions:
    1. Resolution No. 26-2900, entitled “A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CARSON FINDING A CEQA EXEMPTION AND CONDITIONALLY APPROVING SITE PLAN AND DESIGN REVIEW NO. 1935-23 AND CONDITIONAL USE PERMIT NO. 1128-23 CONTINGENT UPON CITY COUNCIL ADOPTION AND APPROVAL OF, AND RECOMMENDING THAT THE CITY COUNCIL ADOPT AND APPROVE, DEVELOPMENT AGREEMENT NO. 33-23, FOR A PROPOSED BATTERY ENERGY STORAGE SYSTEM (BESS) FACILITY LOCATED AT 18800 BROADWAY AVENUE, APN 7339-014-009"; or

    2. Resolution No. 26-2900, entitled "A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CARSON DENYING SITE PLAN AND DESIGN REVIEW NO. 1935-23 AND CONDITIONAL USE PERMIT NO. 1128-23, AND RECOMMENDING THAT THE CITY COUNCIL DENY DEVELOPMENT AGREEMENT NO. 33-23, FOR A PROPOSED BATTERY ENERGY STORAGE SYSTEM (BESS) FACILITY LOCATED AT 18800 BROADWAY AVENUE, APN 7339-014-009".

IX. ATTACHMENTS

1. Draft Resolution No. 26-2900 (Conditionally Approving the Project)
    A. Legal Description
    B. Conditions of Approval
2. Draft Resolution No. 26-2900 (Denying the Project)
    A. Legal Description
3. Radius Map
4. Project Plans
5. Class 32 Exemption Memorandum
6. Draft Development Agreement
7. Public Comment Letters

Attachments

Draft PC Resolution Conditionally Approving Project(2101001.3).pdf
Draft PC Resolution Denying Project(2100261.3).pdf
Radius Map.pdf
Project Plans.pdf
Class 32 Exemption Memorandum.pdf
Draft Development Agreement _Griffith BESS (PC 3.10.26)(962849.18).pdf
Public Comments

CITY OF CARSON

MINUTES

PLANNING COMMISSION

MARCH 10, 2026

1. CALL TO ORDER: PLANNING COMMISSION

The meeting was called to order at 6:31 p.m. by Chair Dianne Thomas in the Helen Kawagoe Council Chambers, Carson City Hall, 701 E. Carson Street, Carson, California 90745.

2. ROLL CALL

Planning Secretary Laura Gonzalez noted the roll:

Planning Commissioners Present: Chair Dianne Thomas, Vice Chair Louie Diaz, Commissioner Del Hull, Commissioner DeQuita Mfume, Commissioner Clarence Johnson, Commissioner Leticia Wilson, Commissioner Frederick Docdocil

Planning Commissioners Absent: Commissioner Carlos Guerra, Commissioner Jaime Monteclaro

Also Present: Community and Economic Development Director Nathan Freeman, Planning Manager McKina Alexander, Senior Planner Kaneca Pompey, Assistant City Attorney Benjamin Jones, Special Projects Manager James Nguyen

3. FLAG SALUTE

Commissioner Johnson led the Pledge of Allegiance.

4. CLOSED SESSION

Assistant City Attorney Jones - The Planning Commission met in closed session for a conference with legal counsel pursuant to Government Code Section 54956.9 (d)(2) or (d)(3) and (e)(1) because of significant exposure to litigation in one (1) case and no reportable action was taken.

5. ORAL COMMUNICATIONS FOR MATTERS NOT LISTED ON THE AGENDA

None.

6. ORAL COMMUNICATIONS FOR NON-PUBLIC HEARING ITEMS LISTED ON THE AGENDA (MEMBERS OF THE PUBLIC)

None.

7. APPROVAL OF MINUTES

7.A. APPROVAL OF MINUTES - FEBRUARY 24, 2026,
RECOMMENDED ACTION

— 1. APPROVE the minutes as listed.

Motion To Approve submitted by Louie Diaz seconded by Frederick Docdocil resulting in 7-0-0-0-0

8. PRESENTATIONS

8.A. COMPREHENSIVE DEVELOPMENT FEE STUDY

9. NEW PUBLIC HEARING

9.A. PUBLIC HEARING OF THE PLANNING COMMISSION OF THE CITY OF CARSON TO CONSIDER FINDING A CEQA EXEMPTION, RENDERING A DECISION ON DESIGN OVERLAY REVIEW (DOR) NO. 1935-23 AND CONDITIONAL USE PERMIT (CUP) NO. 1128-23, AND MAKING A RECOMMENDATION TO THE CITY COUNCIL REGARDING A DECISION ON DEVELOPMENT AGREEMENT (DA) NO. 33-23, FOR THE DEVELOPMENT OF AN APPROXIMATELY 100-MEGAWATT BATTERY ENERGY STORAGE SYSTEM (BESS) LOCATED AT 18800 BROADWAY (APN: 7339-014-009)

-1. CONDUCT a Public Hearing;

-2. RECEIVE and FILE the staff report and all related testimony;

-3. CLOSE the Public Hearing; and

-4. DELIBERATE and TAKE ACTION at the discretion of the Planning Commission, including considering adoption of Resolution No. 26-2900, entitled, "A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CARSON DENYING SITE PLAN AND DESIGN REVIEW NO. 1935-23 AND CONDITIONAL USE PERMIT NO. 1128-23, AND RECOMMENDING THAT THE CITY COUNCIL DENY DEVELOPMENT AGREEMENT NO. 33-23 FOR A PROPOSED BATTERY ENERGY STORAGE SYSTEM (BESS) FACILITY LOCATED AT 18800 BROADWAY AVENUE, APN 7339-014-009".

Vice Chair Diaz - Out of all the residents and stakeholders in the outreach process, what percentage would you say expressed any opposition to the project if any?

Senior Planner Pompey - The applicant may be better able to answer that question.

Planning Manager Alexander - Can you advise the commission on the number of applicants that arrived, attended the previous meeting, and compare that to the number of mailers that were sent out?

Senior Planner Pompey - I was involved in the last two neighborhood meetings. I believe about 6 residents and parties attended in January and between 8 to 10 individuals in February.

Planning Manager Alexander - Approximately how many mailers went out? Maybe Planning Secretary Gonzalez can confirm that.

Planning Secretary - 174 mailers.

Vice Chair Diaz - Out of those that attended the meetings in January and February, what would be the percentage against the project versus those in favor of going through with the project? Is there a correlation?

Senior Planner Pompey - I believe everyone who attended supported the project.

Vice Chair Diaz - For our vital infrastructure projects, whether they are gas lines, gas station tanks, electricity lines, sewage plants, etc., are you able to say with 100% assurance that there will never be an accident?

Senior Planner Pompey - No.

Commissioner Johnson - What's the reporting radius for the notices?

Senior Planner Pompey - We mailed out 1000 feet radius for tonight's public hearing as well as the last neighborhood meetings.

Planning Manager Alexander - The typical radius is 750 feet. To make sure we reached out to the community, we expanded it to 1000 feet.

Vice Chair Diaz - Has the Fire Department signed off on this project?

Senior Planner Pompey - The Fire Department reviewed the applicant's submittal of an alternative materials and methods report.

Planning Manager Alexander - The L.A. County Fire Department provides the report and the information regarding the project as well as mitigation measures. They are not the deciding body in terms of approval. They provide a technical review of this project.

Chair Thomas - I have major concerns about the proximity to the hospital and residential homes. Can you guarantee this city 100% that this project is safe and there will be no issues?

Richard Stillwagon (L.A. County Fire Dept.) - With any project, we can't guarantee 100% safety.

Chair Thomas - We know there are things that have happened in multiple communities across the country. There's always a potential for something to happen. What would happen if there was a fire at this location? How would you be able to mitigate that?

Richard Stillwagon - We have several tactics we utilize in the fire department. We work with the applicant at the end of the construction where we are trained. We train everybody in the battalion and the neighboring battalions to respond to an incident, learning all of their safeguards and all their security measures for ensuring that an incident stays as small as possible and hopefully in this case confined to the container of origin, which has been the history of what we've seen with BESS fires throughout the State of California and nationally. Once we respond to the incident, we evaluate the incident as we do with all our incidents, and then we take the best appropriate tactical measure moving forward. The challenge with BESS fires is that they are a container within a container. As we apply our normal traditional method of extinguishment, water rains-down over the overall container, thus not allowing us to penetrate where the active fire is, so that becomes the challenge. However, there are mitigation tools that we can utilize with active hose streams to umbrella a container, which is best practices to prevent lateral spread from container to container throughout the farm in the field. We also have separation distances which help prevent the spread between battery energy storage systems throughout the energy field. The other item is to utilize hose streams on the neighboring unit to cool it and to prevent it from catching fire, that way it can't spread outside of its origin. The rain-down effect absorbs a lot of the heat, the combustion particles, and the chemicals coming off the fires. Ultimately, the fires burn themselves out, just like a Tesla vehicle fire, but these are on a bigger scale. I'm very familiar with the technology that's being proposed here. The Tesla Megapack 2 is excellent technology and has excellent safety built-in procedures. They followed all the California fire code requirements, which includes a detection source. We want to get early detection. We want notification to our emergency first responders to initiate action and get on the scene as fast as possible. Secondly, that indicator puts off an alarm device. The alarm device is loud to clear everybody out of the immediate area to ensure public safety and anybody doing business on site. Finally, we have a water system on site to utilize and keep these incidents small. The actual ignition source is built into these systems. If they have a gas leak detection, they have a sparker system that lights the gas on fire. They do that to prevent explosions. They want to prevent bigger or greater hazards. That's the way the technology is designed to work and consume itself.

Chair Thomas - When you say burnout, explain what needs to happen?

Richard Stillwagon - We allow the hazardous materials to burnout or extinguish themselves. In this case, hydrogen gas and carbon monoxide gas are released. Hydrogen gas burns at 1700 degrees plus Fahrenheit which consumes most of the other chemicals within the burning process. This is why we believe that we haven't seen larger amounts of chemical readings off the sites during a BESS fire.

Chair Thomas - Is there a chance that there can be an explosion? What would be the ramifications of an explosion?

Richard Stillwagon - There are two types of containers. There are closed containers where they use a ventilation system to prevent the explosion. Then the megapacks that are used here in this scenario, which the igniter system ignites and thus prevents the explosion. Should the igniter system fail across the board, then you could get a gaseous buildup and then an explosion could occur. We've seen explosions and ruptures in small areas of the container. We've never seen a full-scale container explosion; however, we do have all our companies model to that effect for first responder safety. As we respond in incidents, we want to know what the setback distances are so we can be safe and then approach accordingly. Then they become our evacuation distances.

Chair Thomas - While you're assessing these kinds of conditions, is the neighborhood waiting for you to tell them to evacuate?

Richard Stillwagon - No, the large alarm system that is on site notifies the whole neighborhood. The neighborhood is

going to know they need to evacuate when they hear that sound.

Chair Thomas - We're hoping people hear that sound and don't ignore it.

Richard Stillwagon - It's twofold, (1) the initial warning sound and then (2) working with law enforcement to evacuate the area needed.

Chair Thomas - I'm asking all these questions because we just went through the fires that took place in Altadena and Palos Verdes a year ago. Residents said they never heard an alarm. Can you give your assurance that is something our residents don't have to worry about? Would you as a Fire Chief give your assurance that those concerns are not valid?

Richard Stillwagon - The California State Fire Marshal's Office says that anything over 600 kilowatt-hours in a utility BESS scale facility has a 50-foot setback from hospitals, schools, and other sensitive receptors including residential. That's the California State Fire Marshal's ruling, and I work for the California State Fire Marshall.

Chair Thomas - Are they saying there are no worries because of the setback?

Richard Stillwagon - That's what the code reads and that's what I'm bound to, it's the law. An applicant meets the application of the law, then I have to approve the project.

Chair Thomas - I'm not feeling reassured. Someone has to be looking out for those residents who didn't get to attend the community meeting and for those that didn't even know the meetings happened. I'm not hearing that there's no chance that anything could potentially happen there. No one is giving me that assurance.

Richard Stillwagon - In L.A. County we have the strictest requirements in the entire nation. We're leading the nation in safety requirements. The 10-foot wall that is engineered to withstand any blast was designed to limit that explosion. We utilize a 10-foot wall because the containers themselves are 10 feet and the actual hazardous material is below that level. It's national and state practice to have a wall that's 18 to 36 inches above the hazardous material to contain all products. If there was a concern about that blast one of the mitigating measures would be to elevate the height of the wall to a 13 feet level which would then give you that 36-inch clearance, but that would be a condition of the applicant.

Chair Thomas - With the connectivity that's taking place at the substation, there are other toxins that could potentially escape in the event of an incident. Would they not clear the wall?

Richard Stillwagon - When we have these types of fires, the toxicity in outdoor BESS facilities has not put up any readings during emergency incidents that have cleared the site. We don't have any data that supports that. There were incidents throughout California where they did have vapor exposure offsite but was with older technology with heavy metal batteries and it was in a contained building. The building kept burning, thus reigniting the battery cells, thus keeping a prolonged exposure. Here in L.A. County, I have never approved nor will I approve that type of facility because of its dangers and hazards. We move to the outdoor container as the best solution to that problem.

Chair Thomas - We don't have any data that tells us it can't happen

Richard Stillwagon - No, I think you would be looking for a toxicology report from the applicant. They could do a toxicology report during a large fire test that could show the actual vapors that are coming off the chemical exposure and then they could do modeling behind that.

Vice Chair Diaz - What gave you the confidence to sign off on this project?

Richard Stillwagon - We are leading the nation in safety in the space. We have higher regulatory requirements than anybody else in the state. Nobody requires a blast wall. We demanded our applicants to provide the explosion modeling to where we could provide a reinforced wall to keep fires and explosions contained withing sight. That is a higher-level requirement. We were the first in the nation to require and demand internal gas detection systems and/or smoke systems to get that early warning and to let everybody evacuate the area. There is some public outreach that the applicant has to

do to make notifications of when they hear this sound, here's best practices in that space. We are leading the nation throughout all the departments. We work with the Department of Energy. We also have a member of our department who is one of the voting members for the California entity that's been set up to start looking into the space and for the regulating as we move into the commercial space with the smaller units. He also sits in the larger NFPA committees to make sure that we're abreast of all the situations that are going on within the codes committee. We're giving our experience, we're leading the way in the national discussion, and then we are partnering with the State Fire Marshal's Office working with all the departments in California that have had incidents to learn our lessons and move forward. The California Fire Code says that a battery energy storage system can be 25 feet from a building if it has a 2-hour firewall. The walls that are being built on these facilities are 4-hour rated against fire. That doesn't eliminate or take away all hazards but those are emergency response hazards that happen with every institution, every building, every chemical on earth. As one of the leading fire departments, we have the capacity to respond to all incidents. We are an all-risk organization, and we will respond and take care of those situations. If we have evacuation needs, we'll ensure the safety of the public in those evacuations. We have the reverse 911 system that can be pre-programmed for this facility as a quick outreach to our local citizens to let them know there's a hazard in the area and give them directions and instructions. The Sheriff's Department handles that side of things. The mitigating factors containing the process or limiting the exposures to one container or one group of containers is our goal, we feel we have done that. I signed off on the alternative materials and methods because they provided those mitigating measures. I like the idea of the toxicology report. I think that it would be great going forward if the commission decides to go in that direction and/or increase the barrier wall height which would then not only get the lateral spread. In an explosion, we were most concerned about the lateral spread of debris. That's what could threaten a life or harm individuals.

Commissioner Huff - Has there been any testing when it comes to smoke or any other particles that are able to escape and go over the wall?

Richard Stillwagon - Our review is specifically for the property of origin and mitigating the hazards on site.

Commissioner Huff - What would you say the value of this report should be used for?

Richard Stillwagon - The value of the Alternative Materials and Methods Report is the quantities in the battery energy storage system space have exceeding the normal quantities that the fire code was written for. Once we exceed those requirements, we go to a utility scale requirement. When we're dealing with utility scale requirements we put in all the safety measures. The fire chief of Los Angeles County has committed to following every law and safety measure that is applicable in this space. We have to apply all the safety mitigation factors. When you look at safety, it's not in a single item, it's the design of the product. It's the battery energy management storage system module that contains the energy flow within the unit. I look at all hazardous material throughout L.A. County all the way up until nuclear. We utilize the same hazard AMMR process with anything that exceeds the maximum allowable quantities under the code. In this case the code only speaks to 660 kilowatt hours and a setback of 50 feet. When we go beyond that distance, then we ensure that through the testing of the project, the modeling that we've asked for, and the additional requirements we've asked for, ensure public safety when it comes to life threats and or toxins. If you would like a further toxicity report that would come from the applicant.

Commissioner Huff - So you have covered everything that you know with the understanding that there's certainly exceptions still out there that may need to be accounted for?

Richard Stillwagon - Yes, I think there's opportunities and I think staff did a good job in identifying those elements and bringing those to the commission's attention. We do have further mitigating measures that we could utilize. If requested for further review, we could work with staff to provide those.

Commissioner Docdocil - My understanding is that from the beginning staff has shared their concerns about the density of the neighborhood. Hearing that there are other neighbors within a 500 feet radius of this project, and hearing from today's staff report, do you feel that city staff has a valid point in recommending denial?

Richard Stillwagon - Based on the information presented today and the additional questions that were asked, from city's staff standpoint, I would say yes. I think that if that was the vote today, the next step would be to take the item back to

staff to identify the mitigating factors for additional safety requirements that the applicant would then have to provide.

Commissioner Docdocil - There's a risk and it's going to be very difficult to guarantee with 100% certainty that we can eliminate all those risks. Especially on top of the fact that it's so close to neighbors.

Commissioner Johnson - What's the blast wall setback from the facility?

Senior Planner Pompey - I believe the blast wall is around 20 feet away from the nearest container. It's proposed to be around the property.

Commissioner Johnson - Could a blast go 20 feet high, 20 feet diagonal?

Richard Stillwagon - We were presented with the blast modeling, and we utilize that into our rationale for approving the AMMR process. The blast modeling showed that the wall was engineered to withstand the blast, and it showed that if any product should escape the facility, they didn't appear to be lethal.

Commissioner Johnson - So the likelihood of death is low or none, but there's still the likelihood of injury if somebody is standing adjacent to the wall.

Richard Stillwagon - I'm not a design professional nor an engineer, that's why we utilize certified engineers to guarantee and meet that requirement. We utilize state certified civil engineers that design for the applicant.

Commissioner Johnson - You mentioned that there's a very loud alarm in the event of an emergency.

Richard Stillwagon - On a previous facility that's been in operation for a year has been operating without an incident. We provided a loud alarm because we have an apartment complex approximately 300 feet away and we wanted to notify residents that there could be an incident nearby. The public wanted to be notified and they wanted the loud alarm. That was part of the public outreach.

Commissioner Johnson - Is the public given a very specific evacuation plan?

Richard Stillwagon - Due to property rights laws in California, we can't tell people what to do on their property. From the Fire Department perspective, we rely on the applicant to do community outreach. We also rely on the Sheriff's Department to assist us with those evacuation plans. They are the leading agency when it comes to evacuations.

Commissioner Johnson - Where is the community evacuating?

Richard Stillwagon - The park is just one avenue of evacuations, but due to the blast modeling that we just saw, we are not talking about large areas. The evacuation zone is usually 300 feet for that maximum potential and then we reduce the size from there based on the actual event that we're seeing.

Commissioner Johnson - How long would it typically take for a fire to burn out if you have to wait it out?

Richard Stillwagon - That's hard to calculate because it's going to depend on where it starts in the process. If it starts on a top cell and the container, then it takes a relatively short time because it's going to burn itself out quickly. Fire tends not to burn downwards. It starts on the bottom rack, then it has the potential to burn up. Due to the 9548 testing that is mandated for these types of facilities and just the container itself, the test is designed so it doesn't propagate from one cell to another. We have seen lateral spread across the top cells within a unit rather than the whole thing burning up. The chemistry that's involved with lithium-ion salts are not heavy metals, so they don't go low to the ground. They don't go into the soil and contamination of soils. We haven't seen any evidence of that throughout the industry, through any fires that we've had. They are getting consumed in the fire and then becoming trace elements. That is also what some of the toxicology reporting has shown.

Commissioner Johnson - I still don't have a relative scale of the timing.

Richard Stillwagon - It could be anywhere from 45 minutes to a couple of hours depending on the significance of the fire. There's going to be a lot of environmental factors. We see a lot of fires in the 2-to-4-hour range.

Commissioner Johnson - You mentioned the current system exceeding the parameters of the code as it's written. How much do they exceed?

Richard Stillwagon - The original code was written for the residential space and limiting the amount of battery energy storage onto a residential home. That was the intent because we are putting the same technology right onto people's homes through power packs to charge vehicles, and through parking lots for battery energy for vehicle charging stations. It's pretty much the same technology with little differences between the companies. It varies depending on the technology and what we're seeing out there. The same technology is in our automobile industry. About 40% of the cars sold in California are electric vehicles with the same technology.

Commissioner Johnson - Understanding the similarities and scale between the technology, would you say it's 1, 2, or 10?

Richard Stillwagon - It could be 70 times greater. It's quite a bit larger than our residential facilities.

Kyle Snyder (Applicant) provided a presentation.

Vice Chair Diaz - How many of the ORMAT projects are within urban areas?

Kyle Snyder - Approximately 19 storage projects, they are located in New Jersey in populated areas, Pomona-California as mentioned, and the big island of Hawaii.

Vice Chair Diaz - Has there ever been an issue with neighbors because of accidents? Kyle Snyder - No.

Commissioner Johnson - Where is the energy coming from?

Kyle Snyder - It'll come from the SCE system. We have a substation adjacent to the property that will interconnect to. It's a standalone storage. We don't have a co-location with a solar plant or anything like that.

Commissioner Johnson - I heard that you have an alarm in place. Is there a specific instruction for the community members or the adjacent businesses?

Kyle Snyder - In terms of evacuation, the plan will be developed with coordination with L.A. County Fire.

Commissioner Johnson - Is that part of the risk and alliance process? Is there a specific evacuation plan for the community?

Christian Ing (Fire Protection Engineer with Fire Risk Alliance) - There will be horns and beacons around the perimeter of the site that are above the perimeter wall. These will flashlight as well as play loud siren sound that will alert any occupants in the vicinity to evacuate.

Commissioner Johnson - Are they given specific instructions?

Christian Ing - They are not. It is just a siren sound.

Commissioner Johnson - The Fire Risk and Alliance report did mention a reduced likelihood of catastrophic events. I've seen the increase in capacity quantified. I've seen a lot of things quantified. I didn't see the likelihood of catastrophic events quantified, I only see reduced.

Christian Ing - In 2019 there was an event in Surprise Arizona. That was a BESS fire where first responders were injured and since then the code has come a long way. In 2020 the first edition of NFPA855 was developed, which is a standard for energy storage systems. Since then, there have been two additional code cycles dated 2023 and 2026. Unfortunately, that event happened, but it did drive a lot of safety renovation in the industry; as such, catastrophic events have been reduced; as such, since 2019 no members of first responders or members of the public have been injured by BESS incidents.

Commissioner Johnson - Just out of curiosity, understanding those events have been reduced, the capacity of the

systems has also increased since then, right?

Christian Ing - I would agree with that.

Chair Thomas - There's always a likelihood that something can happen. How many BESS locations do you have in California? How many pending projects do you have?

Kyle Snider - We have 5 BESS locations in California. We probably have 8 or 10 projects in the queue. Interconnection timelines take the longest amount of time. You have to do them in California ten years in advance. This project was submitted 7 years ago for instance and here we are.

Chair Thomas - Are the five that you have identified in urban areas?

Kyle Snider - Yes, three out of five are in urban areas.

Chair Thomas - What is the environment around the Pomona site?

Kyle Snider - It's industrial. There are sensitive receptors in terms of residential, probably 500 feet away from the project.

Chair Thomas - How many homes from 500 feet away would you say? Did you reach any opposition when you built that?

Kyle Snider - There's a neighborhood there. We did not have any opposition. That project was originally built in 2016, and it was expanded in 2022.

Chair Thomas - What's the environment in the Carpinteria location?

Kyle Snider - It's a very populated and no opposition there.

Chair Thomas - How did you make the decision about the location in Carson?

Kyle Snider - As I mentioned, it was done about seven years ago when we submitted into the interconnection queue. With battery storage, in California specifically, you are looking at what they call capacity. It's a product that ensures that when the grid systems get tight, when there's not enough power to meet the load, that they can meet that and that you don't have brownouts or rolling blackouts. And so, deliverability is only available at certain places where this transmission system can handle it and where it's needed to ease transmission congestion. This project has deliverability. That's why the substation was chosen for this project.

Chair Thomas - A decrease in incidents means we had incidents, but we have not eradicated the number of incidents.

Kyle Snider - That's true, we'll never eradicate it.

Chair Thomas - Where are the gas detectors?

Christian Ing - The are located within the unit. They are on the interior doors of the mega pack. They are located towards the top because gas will rise. During a thermal runaway event, gas would be released from any battery cell and then it would be detected by the detector within the unit.

Chair Thomas - At the time when the alarm goes off, what happens?

Christian Ing - The visual and audible alarms at the site will activate and then the fire department will be notified as well.

Chair Thomas - Is there someone at the premises that's looking at the system, so they know when everything is happening?

Christian Ing - The alarm systems is an automatic system.

Kyle Snider - Our network operations center is in Philadelphia, and they monitor all the batteries.

Chair Thomas - So no operation and maintenance on site.

Kyle Snider - No.

Public comments:

Wendy Sanchez supports the project.

Tommy Faavae supports the project.

Chelsea Sykes supports the project.

Lena Whittaker supports the project.

Michael Stewart supports the project.

Jacob Iridia supports the project.

Christie Caric supports the project.

Jonah Henry supports the project.

John Strohecker supports the project.

Pastor Mike Ealey supports the project.

Loren Miles opposes the project.

Chair Thomas - There were a number of letters that were sent regarding this project, and those letters have been added into the record.

Motion To Substitute submitted by Louie Diaz seconded by Frederick Docdocil resulting in 2-5-0-0-0 Opposed by Del Huff, Clarence Johnson, DeQuita Mfume, Dianne Thomas, Leticia Wilson, Motion Failed

Motion To Approve staff's recommendation submitted by Dianne Thomas seconded by Del Huff resulting in 5-2-0-0-0 Opposed by Louie Diaz, Frederick Docdocil, Motion Passed

10. MANAGER'S REPORT

Planning Manager Alexander - Ms. Kaneca Pompey has joined our team as a Senior Planner. She's a Carson resident, raised in Carson, and went to school in Carson. She started with us as an intern, was hired as an Assistant Planner, went away and now she's back home. We are happy to have her join our team with her expertise and her knowledge. I want to make sure she's acknowledged this evening.

Senior Planner Pompey - It's a feeling of gratitude to be back home.

11. ORAL COMMUNICATIONS (COMMISSIONERS)

Vice Chair Diaz - It's a pleasure working with my fellow commissioners and staff. We agree to differ on certain things and that's what makes up this commission. Thank you, Assistant City Attorney Jones, for always clarifying and keeping us on the right path.

Commissioner Wilson - It's an honor and a privilege to serve. I want to thank everyone for allowing me to serve my community.

Commissioner Docdocil - I echo gratitude for this opportunity to serve. It's always nice to see when the community shows up. I would like to acknowledge the hard work that our city staff puts on every time we have these meetings. I honor our commissioners, just from this meeting, it shows the value we put in our community. I reiterate the fact that we can agree to disagree, while maintaining respect within the commission, our colleagues, and city staff as long as all of us are pulling in the right direction.

Commissioner Huff - This was a good meeting. It's not always easy and sometimes we have mixed feelings but know that we are doing the very best that we feel needs to be done for the city of Carson. We learned a lot in this meeting and yet we remain respectful to one another. Thank you to staff for all the work that you put into this. Welcome back Ms. Kaneca Pompey. District one is having a community town hall meeting on March 12th. I hope everybody that's watching comes.

Commissioner Johnson - Grateful to be here and to see the community come out and voice their opinions. Grateful to staff for doing due diligence and for going as far as requesting the Fire Risk and Alliance Report prior to being needed. It provided a lot of insight that might have swayed thoughts and gave us further risk details, not just for this project but future projects. It's not a bad project. We embrace technology. It's bad placement.

Commissioner Mfume - This meeting was an eye opener. I learned a lot. Thank you, commissioners, and staff for all the hard work.

Chair Thomas - This was a great meeting. There was a lot of information shared.

12. ADJOURNMENT

The meeting was adjourned by Chair Dianne Thomas at 9:39 p.m.

Dianne Thomas, Chairperson

Attest:

Laura Gonzalez, Secretary

CITY OF CARSON
Community Development Department - Planning Division

Date: March 10, 2026

To: Planning Commission
From: Nathan Freeman, Community and Economic Development Director
Concurred by: McKina Alexander, Planning Manager
Prepared by: Kaneca Pompey, Senior Planner and McKina Alexander, Planning Manager

SUBJECT: SUPPLEMENTAL MEMORANDUM TO CLARIFY STAFF'S RECOMMENDATION MARCH 10, 2026 PLANNING COMMISSION AGENDA ITEM 9A DESIGN OVERLAY REVIEW (DOR) NO. 1935-23, CONDITIONAL USE PERMIT (CUP) NO. 1128-23, AND DEVELOPMENT AGREEMENT (DA) NO. 33-23 FOR A PROPOSED BATTERY ENERGY STORAGE SYSTEM (BESS) AT 18800 BROADWAY

The published staff report included two draft resolutions for the Planning Commission's consideration: one recommending approval of the project and the other recommending denial. This supplemental memorandum clarifies the staff recommendation for the Planning Commission March 10, 2026 published Agenda regarding Item 9A the proposed Battery Energy Storage System (BESS) project (Giffith St. BESS) located at 18800 Broadway, Carson, CA.

To clarify the record, the following reflects staff's recommendation for the Planning Commission consideration of Item 9A:

RECOMMENDATION

1. **OPEN** the public hearing, take public comment, and **CLOSE** public hearing; and

2. **ADOPT** Resolution No. 26-2900, entitled

   "A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CARSON DENYING SITE PLAN AND DESIGN REVIEW NO. 1935-23 AND CONDITIONAL USE PERMIT NO. 1128-23, AND RECOMMENDING THAT THE CITY COUNCIL DENY DEVELOPMENT AGREEMENT NO. 33-23, FOR A PROPOSED BATTERY ENERGY STORAGE SYSTEM (BESS) FACILITY LOCATED AT 18800 BROADWAY AVENUE, APN 7339-014-009."

The draft resolution recommending approval of Item 9A will be removed from consideration. No other revisions to the staff report or its attachments are proposed.

Nathan Freeman
Community and Econoomic Development Director

CITY OF CARSON

PLANNING COMMISSION

RESOLUTION NO. 26- 2900

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CARSON DENYING SITE PLAN AND DESIGN REVIEW NO. 1935-23 AND CONDITIONAL USE PERMIT NO. 1128-23, AND RECOMMENDING THAT THE CITY COUNCIL DENY DEVELOPMENT AGREEMENT NO. 33-23 FOR A PROPOSED BATTERY ENERGY STORAGE SYSTEM (BESS) FACILITY LOCATED AT 18800 BROADWAY AVENUE, APN 7339-014-009.

WHEREAS, on April 13, 2023, the Department of Community Development received an application from Jessica Mowry on behalf of VESI 27, LLC ("VESI") for the following entitlements for a proposed battery energy storage system (BESS) facility (the "Project") on a 3-acre parcel currently vacant located at 18800 Broadway (APN 7339-014-009) and legally described in Exhibit "A" attached hereto (the "Property"), which has a General Plan land use designation of Heavy Industrial and is zoned MH-D (Manufacturing Heavy – Design Overlay).

- A project description for applicable CEQA review;

- Development Agreement (DA) No. 33-23, to grant specified development rights in exchange for provision of specified community benefits;

- Site Plan Review and Design Review (DOR) No. 1935-23, to approve the development plan for the project; and

- Conditional Use Permit (CUP) No. 1128-23, to approve the proposed use of the project.

WHEREAS, the Project is an approximately 100-megawatt BESS consisting of lithium-ion batteries installed in refabricated enclosures housing internal racks, inverters, medium-voltage transformers, switchgear, collector substation, and other associated equipment to interconnect into the Southern California Edison (SCE) Nola Substation. The enclosures would have battery storage racks, with relay and communications systems for automated monitoring and management of the batteries to ensure design performance. A battery management system would be provided to control the charging/discharging of the batteries, along with temperature monitoring and control of the individual battery cell temperature with an integrated cooling system. Power inverters to convert between AC and DC, along with transformers to step up the voltage, would also be included. The proposed facility would operate on a 24/7/365 basis.

A single 66-kilovolt generation transmission line (gen-tie line) would interconnect the proposed project to the existing SCE NOLA substation. The proposed gen-tie line route would start at the northeast portion of the Project site, run east along the west Grifith Street frontage, and connect to the SCE Nola Substation located approximately 165 feet east of the project site, on the SCE Nola Substation property.

The proposed facility would provide a service by receiving energy (charging) from the SCE electric transmission system, storing energy, and then later delivering energy (discharging) back to the point of interconnection. The facility is intended to operate year-round and would be available to receive or deliver energy 24 hours a day and 365 days a year.

WHEREAS, studies and investigations were made, and a staff report with recommendations was submitted, and the Planning Commission, upon giving the required notice, did on the 10th day of March 2026, conducted a duly noticed public hearing as required by law to consider the project application. Notice of the hearing was posted on the subject property, mailed to property owners of properties within a 1000-foot radius of the project site, and published in a newspaper of general circulation in the City by February 18, 2026.

WHEREAS, the Planning Commission, having duly reviewed and considered the project and all associated documents and evidence in the record, hereby intends to take the following actions with respect to the project: (i) finding a CEQA exemption applicable to denial of the Project; (ii) recommend to the City Council denial of DA No. 33-23; and (iii) denying DOR No. 1935-23 and CUP No. 1128-23.

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF CARSON, CALIFORNIA, HEREBY FINDS AND RESOLVES AS FOLLOWS:

SECTION 1. The Planning Commission finds that the foregoing recitals are true and correct, and the same are incorporated herein by this reference as findings of fact.

SECTION 2. With respect to Site Plan and Design Review No. (DOR) 1935-23, the Planning Commission is unable to make the required findings for approval and instead finds as follows, based on substantial evidence in the record:

a) The development plan for the Project is incompatible with the General Plan and surrounding uses.

Although the site is designated Heavy Industrial, the proposed development plan includes a large-scale lithium-ion battery installation intended for storage of electricity, which constitutes a hazardous materials use of significant intensity that introduces substantial public health and safety risks than cannot be adequately mitigated to ensure compatibility with the General Plan or the surrounding uses. The development plan presents a magnitude of potential explosion and fire hazards which are exacerbated by the fact that the Project is proposed to be located on a relatively small (3-acre) Project site that is surrounded by existing development and in proximity to multiple sensitive uses including a Kaiser Permanente hospital, a school, a residential neighborhood east of Main St, and Victoria Park, all within 1,000 feet of the Project site, with the residential area being approximately 500 feet away, as well as schools and daycares slightly further away.

As further detailed in Section 3 and below, the public health and safety risks presented by the Project make it incompatible with all surrounding uses, particularly the nearby sensitive receptors, and obstruct the attainment of numerous General Plan Guiding Principles, Guiding Policies, and Implementing Policies. Although the immediately adjacent area is industrially zoned, the proposed 24/7/365 battery storage and energy cycling operation, the scale and concentration of hazardous materials proposed to be used in the Project, and the potential for catastrophic fire and explosion events involving the Project render the development incompatible with even the surrounding industrial properties, which were not developed with adjacent utility-scale energy storage hazards in mind. As noted below, even the City's industrial zones do not permit BESS uses, with or without a conditional use permit. Furthermore, although the Project has completed Fire Department Alternate Materials and Methods (AMMR) review, the proposed Fire Department conditions of approval requiring risk mitigating measures such as blast walls do not negate the Project's risks to public health and safety nor its incompatibility with the General Plan and surrounding uses. Although measures such as the blast wall help to reduce the risks and could contain projectiles moving horizontally/laterally in the event of an explosion, there is an expectation of a "rain down effect" where projectiles could be launched from the proposed facility high into the air and over the blast wall, landing in surrounding areas and causing injury.

The proposed development plan cannot meet and cannot be modified to meet the requirements of the Carson Zoning Ordinance and CMC 9172.23(D)(1), so the Development Plan must be disapproved.

SECTION 3. With respect to Conditional Use Permit No. 1128-23, the Planning Commission is unable to make the required findings for approval and instead finds as follows, based on substantial evidence in the record:

a) The proposed use and development will not be consistent with the General Plan.

Considering all aspects of the proposed use and development, it will not further the objectives and policies of the General Plan, and it instead will obstruct their attainment. The Project obstructs the attainment of numerous General Plan policies, including, without limitation: Guiding Principle 6 (foster harmony between industrial and residential land uses); Guiding Policies LUR-G-13 (ensure adequate buffers and transitions between industrial and residential land uses as sites are developed or redeveloped), CHE-G-4 (protect community health from pollution by toxics and hazardous materials, especially in areas with vulnerable or sensitive populations, CSES-G-14 (protect Carson residents and workers from hazardous material exposure and minimize the threat to public health and safety and to the environment posed by a release of hazardous materials) and CSES-G-16 (continue mitigating against and restricting hazardous material usage in efforts to reduce pollution and hazard burden on Carson residents); and Implementing Policies CHE-P-4 (continue to enforce zoning and design standards that protect sensitive uses from the encroachment of land uses that would result in impacts from noxious fumes or toxins), CSES-P-26 (minimize the threat to public health and safety and the environment through strict enforcement of rules and regulations and by working closely with first responders), CSES-P-27 (minimize the threat of a release of hazardous materials through strict enforcement of rules and regulations), and CSES-P-28 (strictly enforce federal, State and local laws and regulations relating to the use, storage, and transportation of toxic, explosive, and other hazardous and extremely hazardous materials to prevent unauthorized discharges).

As further detailed above, the Project is located on a relatively small (3-acre) site surrounded by existing development, is in proximity to multiple sensitive receptors, and involves hazardous materials including a large volume of lithium-ion batteries intended to store a large amount of electricity. The City also has not been able to confirm that the proposed facility would not utilize heavy metals that constitute hazardous materials in the connections for the batteries/battery enclosures, as such materials are in some cases used for BESS facilities.

Lithium battery systems have documented risks of thermal runaway, fire, explosion, and toxic gas release. BESS facilities such as the Project's proposed facility carry potential off-site public health and safety impacts resulting from explosions and fires involving the BESS facilities. There have been several recent failures of outdoor utility-scale containerized-BESS (like the Project) in other jurisdictions, mostly in remote areas. Until recently, BESS facility have much-more commonly been installed in such remote areas, whereas the Project site is in a densely developed area. If a failure incident occurred on the Project site, the consequences to public health and safety could be far more grave than a similar incident occurring in a remote area.

When a failure occurs involving a BESS facility, due to a number of life-safety reasons (i.e., explosion potential and toxic exposure, coupled with the fact that suppression efforts are ineffective and cause potentially-contaminated runoff, and the fact that exposure-protection efforts can actually *cause* failures in otherwise-unaffected units), it is anticipated that there is little to nothing the Fire Department would be able to do to safely intervene during these incidents other than to ensure that evacuation of the area has occurred (on and off site, depending on the incident type), coordinate site-operator activities as the incident commander, and monitor the situation. Stated differently, a fire involving a BESS facility generally cannot be put out, but rather must be allowed to burn itself out, which would occur once all the lithium-ion batteries and other involved materials have been consumed and emitted into the air as toxic smoke, which could then be carried by the wind affecting air quality and leading to severe public health and safety hazards for nearby sensitive receptors and other existing uses and developments.

Based on the relative frequency at which BESS-site failures continue to occur, fire incidents are expected to occur during the 15-to-30-year lifespan of the BESS units to be installed and the proposed 20+ year term of the development agreement.

Additionally, as noted in Section 2 above, in the event of an explosion involving a BESS facility there is an expectation of a "rain down effect" whereby projectiles could be launched from the facility high into the air and over the blast wall, landing in surrounding areas and causing injury.

b) The proposed use and development will not be compatible with the intended character of the area. Although the Project site is heavy industrial in designation, the surrounding area includes residential, park/open space and light industrial designations and uses. The Project's proposed utility-scale battery energy storage

facility represents a specialized and emerging use with characteristics and hazards that are materially different from traditional heavy industrial operations and that are not compatible with the intended character of the area. This is further evidenced by the fact that BESS uses are not permitted within the City zoning designation applicable to the Project site or the zoning designations applicable to any properties within the surrounding area, as detailed below.

c) CMC Section 9172.21 provides, "If the Commission finds that any adverse effects will occur as a result of the proposed use and development, such effects must be found to be justified by the benefits to the public interest which will occur as a result of such use and development. If the Commission does not make affirmative findings with respect to the [criteria set forth in CMC 9172.21(D)(1)(a)-(f)] and is unable to impose conditions to mitigate any adverse finding, the Commission shall disapprove a Conditional Use Permit. Here, the Commission finds that adverse effects will occur as a result of the proposed use and development, and that such effects are not justified by the benefits to the public interest which will occur as a result of such use and development, including the proposed community benefits provided for in the proposed development. Additionally, the Commission does not make affirmative findings with respect to the criteria set forth in CMC 9172.21(D)(1)(a)-(f) and is unable to impose conditions to mitigate its adverse findings. Accordingly, the Commission must disapprove the Conditional Use Permit.

d) CMC Section 9141.3, pertaining to the uses permitted in industrial zones, provides, "All uses are prohibited except as expressly permitted by the provisions of this Chapter." BESS uses are not specified as permitted or conditionally permitted in the relevant Chapter of the City's Municipal Code (Chapter 1 of Article IX, titled the Carson Zoning Ordinance). The conditional use permit application was erroneously based on the general requirement of CMC 9141.1 (as amended by Ordinance No. 21-2120) that industrial uses *that are not otherwise prohibited* by the Carson Zoning Ordinance shall require a conditional use permit if they involve hazardous materials. Because BESS uses are not expressly permitted (nor conditionally permitted) in industrial zones in the Carson Zoning Ordinance, the proposed use is prohibited pursuant to CMC Section 9141.3.

SECTION 4. With respect to Development Agreement No. 32-22 ("DA"), pursuant to Government Code Sections 65864 through 65869.5, as applicable, the Planning Commission recommends that the City Council deny Development Agreement No. 33-23 based on the following:

a) The underlying land use entitlements (DOR and CUP) are denied. The DA is not supported and cannot be approved without approval of the underlying land use entitlements;

b) Pursuant to Government Code Section 65867.5, "a development agreement shall not be approved unless the legislative body finds that the provisions of the agreement are consistent with the general plan." The Planning Commission finds that the development agreement is not consistent with the City's General Plan for the reasons detailed in Sections 2-3 above, and therefore that the development agreement cannot be approved; and

c) By Resolution No. 90-050, the City has adopted procedures and requirements for the consideration of development agreements pursuant to Government Code Section 65865(c). Section 7.F of those procedures and requirements provides that the City Council shall not approve a development agreement unless it finds that the proposed development agreement will not be detrimental to the health, safety and general welfare. The Planning Commission finds that the aforementioned finding cannot be made with respect to the proposed development agreement due to the public health and safety risks associated with the Project as detailed in Sections 2-3 above, and therefore the proposed development agreement cannot be approved, and this is not negated or outweighed by the monetary payments and other community benefits proposed in the development agreement.

SECTION 5. The Planning Commission's action set forth in this Resolution is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(4), which provides that a project is exempt from CEQA if the project will be rejected or disapproved.

SECTION 6. Based on the findings and conclusions set forth above, the Planning Commission hereby: (1) denies, rejects and disapproves DOR No. 1935-23 and CUP No. 1128-23; and (2) recommends that the City Council deny, reject and disapprove DA No. 33-23.

SECTION 7. The Planning Commission's action denying DOR No. 1935-23 and CUP No. 1128-23 shall take effect 15 days from the date of this action unless an appeal is filed within that time pursuant to CMC Section 9173.4. The Planning Commission's action recommending City Council denial of DA No. 33-23 shall take effect immediately and is not subject to appeal pursuant to CMC Section 9173.4.

SECTION 8. The Secretary shall certify to the adoption of the Resolution and shall transmit copies of the same to the applicant.

APPROVED and **ADOPTED** this 10th day of March 2026.

DIANNE THOMAS, CHAIRPERSON

ATTEST:

LAURA GONZALEZ, SECRETARY

EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CARSON IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THE WESTERLY 750.97 FEET OF LOT 119 OF TRACT 4671, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 56, PAGES 30 AND 31 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE WESTERLY 222.97 FEET THEREOF.

ALSO EXCEPT THEREFROM THE EASTERLY 100 FEET OF THE WESTERLY 322.97 FEET AS PER FINAL JUDGMENT, CASE NO. 274,177 RECORDED IN BOOK 12339, PAGE 97 OF OFFICIAL RECORDS IN SAID COUNTY.

APN 7339-014-009

Appeal Application

City Clerk's Office
701 E. Carson St.
Carson, CA 90745
310-952-1720

Clerk's Date & Time Stamp
City Clerk's Office
RECEIVED
3-23-26
On
4:55 p.m.

Appeals are time sensitive and must be received by the City Clerk in the specified time period pursuant to the Carson Municipal Code or applicable authority. It is advisable to consult with the Department managing the issue if there is question with regards to appealing an action. All fees associated with appeals can be located in the City's Master Fee Schedule and/or Carson Municipal Code. This is an appeal of the:

- ☐ Director decision to the Planning Commission – shall be filed in writing within 15 days of the date of the Director action.
- ☑ Planning Commission decision to the City Council – shall be filed in writing within 15 days of the date of the Commission action.
- ☐ Other - Specify decision-maker, appellate body, Municipal Code authority: _____

Appellant Information:

Name(s): VESI 27 LLC (contact: Jessica Mowry)
Address: 1801 Market Street
City/State/Zip: Philadelphia, PA 19103
Phone: 484-474-5350 Email: jmowry@ormat.com

Appealing Application Regarding:

**If appeal is made by any member of the City Council or the City Manager, the sections identified with an asterisk (*) are not required; the Statement of Grounds for Appeal need only provide, in substance and effect, a request that a specific decision, administrative case number, or resolution number, as the case may be, be reviewed by the Planning Commission or City Council, as the case may be. CMC §9173.4.*

Name of Applicant(s): VESI 27 LLC Date of Final Decision: March 10, 2026
*Administrative File No. /Case No.: CUP No. 1128-23, DOR No. 1935-23, DA No. 33-23
*Street Address (otherwise, the legal description and location of the premises included in the action) 18800 Broadway - APN 7339-014-009
*Specific Matter Being Appealed: Planning Commission Resolution No. 26-2900
Statement of the Grounds for Appeal (attach separate sheet if necessary): Please see attached.

Signature of Appellant: [signature] Date: March 23, 2026

FOR OFFICE USE ONLY:
Date Appeal received: March 23, 2026
Appeal Fee received: $9,520.00

KBradshaw
Dr. Khaleah K. Bradshaw, City Clerk

cc: Department Director, File

MAYER | BROWN

City Clerk's Office
RECEIVED
3-23-26
4:55 p.m.

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March 23, 2026

BY MESSENGER

Lula Davis-Holmes, Mayor
Cedric L. Hicks, Sr., Mayor Pro Tempore
Jawane Hilton, City Council Member
Jim Dear, City Council Member
Arleen B. Rojas, City Council Member

City Council
City of Carson
701 E. Carson Street
Carson, CA 90745

Re: Appeal of City Planning Commission Resolution No. 26-2900

Dear Honorable Mayor and Members of the City Council:

On behalf of VESI 27 LLC (the "**Applicant**"), this letter provides written justification to appeal Resolution No. 26-2900, adopted by the City of Carson (the "**City**") Planning Commission (the "**Commission**") on March 10, 2026, which denied the Applicant's requests for Site Plan and Design Review No. 1935-23 and Conditional Use Permit No. 1128-23, and recommended the City Council deny Development Agreement No. 33-23, for a proposed battery energy storage system development (the "**Project**") located at 18800 Broadway Avenue, Assessor Parcel Number 7339-014-009 (the "**Property**").

The Project is a proposed battery energy storage system ("**BESS**") facility designed to serve the electric grid by receiving, storing, and delivering clean energy back to Southern California Edison's Nola Substation, which is adjacent to the Property, as a renewable energy solution. The Project's entitlement requests include a Conditional Use Permit (the "**CUP**"), a Site Plan and Design Review (the "**DOR**"), a Development Agreement (the "**DA**") to provide the City with community benefits and absolve the City from any liability arising out of the construction or operation of the Project, and environmental review pursuant to the California Environmental Quality Act (the "**CEQA**"). As demonstrated by the comprehensive record before the Commission – including letters of support, extensive community outreach over three years, clearance and approval issued by the Los Angeles County Fire Department, and the City-prepared CEQA exemption analysis – the Project satisfies all required findings for approval of the CUP and DOR entitlements. In addition, the requested DA would ensure the City obtains significant community benefits as part of the Project's approval.

Despite the robust evidentiary record in favor of Project approval, the Commission simply disregarded the facts and evidence in the record and imposed arbitrary standards that have no basis

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in the law, including the Carson Municipal Code (the "**CMC**"), the City's General Plan, or any established City policy. In fact, the City treated the Project and the Applicant to an unreasonable and unachievable standard that the City has never imposed on any other project. Simply put, the Commission's actions constitute an abuse of discretion. For the reasons explained below, we respectfully request the City Council to grant this appeal and reverse the Commission's erroneous denial of the Project and approve the Development Agreement.

Under the CMC, the City Council reviews appeals of Commission decisions and may affirm, modify, refer the matter back to the Commission with instructions, or reverse the Commission's determination. (CMC § 9173.4.C.2.) The City Clerk must, upon acceptance of the filing of this appeal, set the matter for public hearing before the City Council and notify the Director, who must transmit to the City Council a summary of the factual data and the record of action taken on the case. (CMC § 9173.4.C.1.) As demonstrated below, the record before the Commission contained substantial evidence supporting each required finding for the Project's CUP and DOR approvals, and the Commission's denial was based on standards that have no foundation in the CMC, the General Plan, or any established City policy.

1. **The Commission Rejected the Community's Support for the Project and Disregarded Crucial Climate and Community Benefits Provided by the Project.**

The Project advances California's Statewide clean energy mandate and the City's own goals to attract technologically-innovative renewable energy industrial uses. To be clear – the City and State cannot transition away from fossil fuel energy generation without crucial grid support provided by renewable energy development such as the Project. Senate Bill 100 (2018) commits the State to 100% clean electricity by 2045, and the California Public Utilities Commission has directed load-serving entities to procure thousands of megawatts of new energy storage capacity to meet reliability and decarbonization targets. Governor Newsom proclaimed California as a leader in clean energy at the November 2025 United Nations Climate Change Conference, specifically crediting this achievement through BESS-supported electrical grids in the State.[1] The Commission's denial of the Project is thus inconsistent not only with the City's own goals, but also with the State's expressed policy directive favoring the development of battery energy storage infrastructure. Denial of BESS facilities, like this Project, impedes the City's ability to contribute to these Statewide goals.

Denial of the Project also disregards the community, who overwhelmingly support the Project and its benefits. Despite the in-person and written community support for the Project, resulting from

[1] Press Release, *Governor Newsom announces California's record growth in battery storage and clean energy leadership at COP30*, November 13, 2025 (https://www.gov.ca.gov/2025/11/13/governor-newsom-announces-californias-record-growth-in-battery-storage-and-clean-energy-leadership-at-cop30/).

the Applicant's proactive community engagement over the course of three years, the Commission ignored the diverse supporters (e.g., residents, non-profit leaders, neighboring school administrators, local businesses, religious institutions, etc.) who urged for the Project's approval, and instead denied the Project's entitlements without a basis in fact.

As part of the Project's entitlement process, and with extensive City staff coordination, the Applicant conducted outreach to hundreds of nearby residents, businesses, organizations and stakeholders. Specifically, the Applicant held four community meetings at accessible locations near the Property and provided clear informational materials regarding the Project. The Applicant distributed three mailed notices to surrounding neighbors and businesses, informing them of the Project and associated community meetings. To maximize engagement during the community meetings, the Applicant actively communicated with a range of stakeholders in the City to encourage attendance and participation. Beyond the community meetings, the Applicant regularly engaged with local organizations and maintained an ongoing presence within the City's community by attending dozens of community events unrelated to the Project, which allowed the team to stay engaged with City residents and stakeholders. For example, the Applicant has directly presented to or engaged with the following groups:

- Carson Chamber of Commerce;
- Towne Avenue Elementary School;
- Carson Sheriff's Station;
- California State University Dominguez Hills;
- Carson Boys & Girls Club;
- Collab Carson; and
- Prevailing in Christ Ministries.

There was never any documented opposition to the Project during the Applicant's four community meetings and various presentations. To the contrary, all written comments from community meeting attendees were positive. Moreover, public comment at the Commission hearing was overwhelming positive, with 10 (out of 11) speakers expressing their support of the Applicant's efforts and the Project's benefits. The letters of support within the record exemplify the Applicant's extensive community outreach efforts to address potential concerns, promote the Project's numerous benefits, and educate stakeholders on renewable energy support through BESS operations.

The Commission inappropriately, and without any basis, rejected the Project's documented community support by stating, "people don't read their mail," erroneously suggesting that any community support for the Project was nullified by a fictional opposition that simply does not

exist.[2] Equating a lack of opposition to a lack of true engagement is improper and demeans the Applicant's significant outreach efforts which include expanding the mailing radius from 750 feet to 1,000 feet based on City staff's direction, holding additional community meetings at various locations, and communicating directly with key stakeholders. The lack of opposition at the Commission hearing shows there is no legitimate public opposition, contrary to the Commission's mistaken position.

The Commission also failed to weigh the Project's significant demonstrated benefits against the Commission's concerns about potential public safety risk and incompatibility with nearby land uses. The Project's benefits, which are supported by substantial evidence in the record, include:

- Approximately $189,093 in Interim Development Impact Fees;
- A $357,006 Operations and Maintenance payment;
- Battery fee ranging from $250,000 to $1,487,500;
- Over $150 million in property tax revenue over the Project's lifetime;
- Quality union construction jobs;
- Full indemnification and defense of the City during construction and operation; and
- Critical grid reliability infrastructure, supporting the City's renewable energy transition and reducing the likelihood of blackouts and brownouts for Carson residents and businesses.

These benefits outweigh the Commission's stated concerns, which as detailed further below, are unsupported by evidence in the record:

- The purported public safety risk from potential explosions has been mitigated by LACFD-approved conditions, blast-rated perimeter walls, early detection systems, and emergency response plan; and
- The perceived proximity to sensitive uses is incorrect because all adjacent parcels are designated Heavy Industrial or Light Industrial and any sensitive uses are separated by multiple intervening industrial parcels and infrastructure.

---

[2] City Planning Commission Meeting, March 10, 2026 at 58:34.

The Commission failed to fully discuss, describe, or consider the Project's proven benefits when justifying a denial with no supporting basis in the record. This omission combined with the Commission's disregard for the Project's significant community support warrants reversing the Commission's action to deny the requested entitlements.

2. The Commission's Action Constitutes an Abuse of Discretion Because it Directly Contradicts Facts and Evidence in the Record.

The Project would provide a 100-megawatt BESS facility on the vacant three-acre Property, which is located in the Manufacturing, Heavy with Design Overlay ("**MH-D**") zone and is designated Heavy Industrial by the City's General Plan. Equipment used for the Project includes lithium-ion batteries installed in refabricated steel enclosures housing internal racks, inverters to convert voltage, medium-voltage transformers to step up voltage, switchgear, and a collector substation. The Project also includes equipment and minor off-site improvements to interconnect into the adjacent Southern California Edison ("**SCE**") Nola Substation, which is located directly east of the Property. The enclosures include relay and communications systems for automated monitoring and management of the batteries for modernized design performance. Additionally, the battery management system controls each individual battery cell temperature, monitors the integrated cooling system, and controls the charging/discharging of the batteries.

A. <u>The Commission Improperly Denied the CUP because the Record Contains Facts and Evidence to Support the Legally Required Findings for Approval.</u>

The Project requests approval of CUP No. 1128-23 pursuant to CMC 9141.1, which requires a CUP for uses involving hazardous materials within the MH-D zone. Under CMC 9172.21, the Commission must approve a CUP if it makes the following findings:

(a) The proposed use and development will be consistent with the General Plan.

(b) The site is adequate in size, shape, topography, location, utilities, and other factors to accommodate the proposed use and development.

(c) There will be adequate street access and traffic capacity.

(d) There will be adequate water supply for fire protection.

(e) The proposed use and development will be compatible with the intended character of the area.

(f) Such other criteria as are specified for the particular use in other Sections of this Chapter.

The Commission applied arbitrary and unreasonable standards in denying the Project on a basis that is not supported by the record. As explained below, the facts and evidence in the record meet the CMC's requirements and findings for the Project's requested DOR and CUP entitlements.

The Commission's denial appears to be based on the incorrect notion that the Project is inconsistent with the General Plan. To the contrary, the Project directly supports the General Plan's introductory guiding principle to "[e]mbrace development and technology that fosters an adaptable, modern city" by welcoming "new technologies that complement an adaptive environment, such as public infrastructure for electric vehicles, wireless communication, and ***renewable energy***." (General Plan Introduction, p. 1-8.) BESS uses, such as the Project, fulfill the exact vision of the General Plan to promote "renewable energy generation and storage to decrease reliance on outside sources and minimize impacts from blackouts," and to "reduce reliance on backup generators that rely on fossil fuels by establishing citywide program to transition to more climate friendly options including battery storage…" (General Plan Open Space and Environmental Conservation Element, p. 8-39.) The Project squarely meets the General Plan's goals by utilizing technology to support grid infrastructure with backup, reliable energy produced by renewable energy.[3]

Instead of following the City's adopted findings and basing its decision on the City's adopted General Plan, the Commission created a new required finding – according to the Commission, every applicant in the future must be able to confirm with 100% certainty that the project will not cause injuries to anyone. Not only is this not an adopted finding, although one that the Commission relied upon to deny the required approvals, but a finding that the City has never required any other applicant to satisfy, likely because it is an impossible standard to meet.

The Commission narrowly concentrated on uses that are not adjacent to the Project as a reason to amplify the potential risks associated with the BESS use. In doing so, the Commission completely disregarded the Project's compatibility with the Heavy Industrial land use designation. Not only is the Property located within the Heavy Industrial land use designation, but all lots adjoining the Property are also within the Heavy Industrial or Light Industrial land use designations. (Attachment 1 [Planning Commission Staff Report], p. 4-5.) The industrial area where the Property is located is exactly the type of location where the City envisioned this type of use, which is why the City intentionally zoned the Property. The Heavy Industrial land use designation is "intended to provide for the full range of industrial uses that are acceptable within the community, but whose operations are more intensive and may have nuisance or hazardous characteristics, which for reasons of health, safety, environmental effects, or general welfare, are best segregated from other uses." (General Plan Land Use and Revitalization Element, p. 2-16.)

Here, because the Project involves storage of lithium-ion batteries, it is appropriately distanced from other non-industrial uses and includes appropriate buffers to minimize any potential incompatibility of use. However, the Commission improperly expanded the geographic scope of

[3] City Planning Commission Meeting, March 10, 2026 at 1:38:53.

the Property when examining the Project's compatibility with non-industrial uses outside the Project's surrounding area. Specifically, the Commission focused on a Kaiser Permanente medical office building, Victoria Park, Towne Elementary School, and a residential area, which are uses located within the broader vicinity of the Property. None of these uses is adjacent to the Property, as there are several intervening uses and features that create separation and a natural buffer, which is consistent with the General Plan's implementing policy (LUR-G-13) to "ensure adequate buffers and transitions between industrial and residential land uses as sites are developed or redeveloped." (General Plan Land Use and Revitalization Element, p. 2-25.) In fact, the Principal and other senior leadership from Towne Elementary School and City residents spoke in full support of Project at the Commission hearing. Additionally, the Applicant communicated with representatives of the Kaiser Permanente medical office building on multiple occasions throughout the Project's entitlement process to present on the Project and provide updates. Notably, there is ***no opposition*** to the Project from Kaiser Permanente given the Applicant's diligent efforts – this outreach was nonetheless completely disregarded when the Commission denied the Project's entitlements.

The Commission failed to acknowledge that the Kaiser Permanente medical office building is itself within an industrial land use designation, contains a large surface parking lot separating it from the Property, and is bordered by existing industrial operations; the residential uses are located across Main Street and are closer to the intervening SCE Nola Substation than to the Property; Victoria Park is separated from the Property by heavy industrial uses that are much more intensive than a BESS use, such as a trucking and pallet yard; and Town Avenue Elementary School is located further east of Victoria Park, nearly 3,000 feet from the Property. Furthermore, the General Plan only requires industrial ***directly adjacent*** to existing or permitted residential, parks, schools or other sensitive uses to include a buffer of natural vegetation, open space, berms, and trees. (General Plan Land Use and Revitalization Element, p. 2-30.) While the Project is not located directly adjacent to these uses, it would nevertheless provide a significant landscape buffer, which was diligently designed to the satisfaction of City staff, to create further beautification and compatibility with uses within the broader vicinity. (Attachment 1, p. 11.)

The intended character of the Heavy Industrial area, which the Commission should have applied, is "to provide for the full range of industrial uses" which are "best segregated from other uses." (General Plan Land Use and Revitalization Element, p. 2-16.) The Project is compatible with this goal because the Property is segregated from other uses by adjacent heavy industrial uses as shown in the photographs of the Project in the context of the neighborhood. (Attachment 1, p. 13-14.) Additionally, the intention to "require outdoor storage associated with use/building/businesses to be screened from any public view" is accomplished by the fencing and perimeter wall surrounding the Project. (General Plan Land Use and Revitalization Element, p. 2-29; Attachment 1, p. 10.) An accurate reading of the General Plan specifies the City's intention to "[s]upport the establishment and expansion of the infrastructure necessary to support the transition from fossil fuels to clean energy" in the industrial areas. (General Plan Land Use and Revitalization Element, p. 2-30.) The Project supports this intention by providing backup energy to support the SCE grid

and improve infrastructure reliability in transitioning the renewable energy production.[4] Additionally, the General Plan's first guiding land use policy (LUR-G-1) seeks to "maintain a balanced land use program that promote a diversified economic base and capitalizes on Carson's location and assets – strong industrial economy…" (General Plan Land Use and Revitalization Element, p. 2-24.)[5] Unlike many other heavy industrial uses, this Project satisfies the General Plan by directly benefitting City residents through the provision of stable, clean, green, and reliable energy to their homes, thereby reducing blackouts and brownouts, all while supporting the City's transition to renewable energy. Thus, the Project is compatible with the intended character of the Heavy Industrial area in terms of buffering, screening, infrastructure support, and transition to clean energy.

Next, the Commission focused on public safety risks that are remote possibilities, which the Project would fully mitigate. As noted above, the Commission wrongly held the Project to an arbitrary standard by requiring it to "guarantee 100% safety" and that "there will be no issues." Putting aside the fact that this is not a CUP finding and that no development, no matter the use, can make such an impossible guarantee, the record is replete with facts and evidence that support the Project's safety and fully address the Commission's purported safety concerns.

For example, LACFD Chief Stillwagon provided detailed testimony to the Commission regarding the Project's potential risks, its thorough safety features and mitigation measures, and the fire battalion's strategies for responding to emergencies related to BESS operation. Implementing the most stringent safety requirements for BESS facilities in the entire country, LACFD has imposed the following leading-edge risk mitigation conditions for the Project to ensure operations are as safe as possible:

- Fire battalions are trained to respond to facility-specific incidents by learning each facility's safeguards and security measures.
- The Project would include "excellent technology and excellent safety built-in procedures" that provide early detection and notification to first responders.
- Mitigation tools include active hose streams and water systems to umbrella BESS containers to prevent lateral spread.

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[4] City Planning Commission Meeting, March 10, 2026 at 1:39:12.

[5] As noted in the Chamber of Commerce's letter in support of the Project, the Project "is exactly the kind of investment" the City needs to "keep our industries moving forward" by providing "extremely reliable power" to the "numerous manufacturing and entertainment companies in Carson." (Attachment 2, [Support Letters] p. 1.)

- The Project would utilize megapack containers and gas leak detection systems with sparker systems to consume fires and prevent explosions.

- Reinforced barrier walls and a 10-foot engineered wall surrounding the BESS equipment is designed to withstand any blast and limit exposure by containing the fire to the Property boundary. These walls would contain any blast wave and debris to significantly reduce injury.

- The Project's emergency response plan includes a comprehensive alarm system with horns and beacons around the Property's perimeter that alerts the surrounding area to evacuate.

The record also includes a clearance letter issued by the LACFD that includes detailed conditions to ensure any potential health and safety risks posed by the Project are fully mitigated. These conditions include: (1) provide an explosion-hazard early warning detection and notification system, (2) incorporate explosion-hazard shielding perimeter walls, (3) separate the BESS unit enclosures as validated by large-scale fire testing or modeling, (4) provide adequate fire-apparatus access, (5) install two new fire hydrants, (6) include enhanced site security measures, (7) post emergency response signage at the Property, (8) develop and maintain an emergency response plan at LACFD's determination and direction, (9) allow inspection and testing of all equipment at installation, (10) comply with all federal, State, and local laws when repairing, replacing, decommissioning, and disposing of BESS equipment, and (11) reimburse emergency-services providers and site-cleanup providers for costs associates with service provisions made necessary by any emergency incidents that would occur at the Project. (Attachment 3 [LACFD Fire Clearance], p. 1-3.)

Finally, LACFD approved the Project's Alternative Materials and Methods Review ("**AMMR**"), which stated that based on plume modeling data specific to the Project's battery equipment, "an explosion of worst-case potential is unlikely," though the Project has nevertheless implemented design strategies to prevent any future unlikely possibility. (Attachment 4 [AMMR Results], p. 45.) Therefore, the Commission's concerns about public safety risk were addressed through the LACFD review and approval of mitigation strategies. The expert on potential danger testified at the hearing, yet the Commission ignored the expert testimony without any basis in fact or law.

Even though the Commission failed to analyze the remaining findings for the CUP, the Project nonetheless complies. For example, the Property is adequate in size, shape, topography, location, utilities, and other factors to accommodate the BESS use. Encompassing three acres, the Property is located at the southeast corner of South Broadway and West Griffith Street, and is directly adjacent to the SCE Nola Substation on the east. (Attachment 5, [CEQA Memorandum] p. 18.) The Project is intentionally located next to the SCE Nola Substation to accommodate the BESS facility's connection to the grid and facilitate SCE's improvements to the grid. Additionally, the Property can accommodate all BESS equipment, maintain the code-required setbacks, and provide landscape improvements on-site without issue. (Attachment 1, p. 10-11.) Thus, the Property is adequate to accommodate the proposed BESS use.

The Project will also have adequate water supply for fire protection. LACFD conditions the Project to install two new fire hydrants – one public and one on-site – and the City has confirmed "that the existing lines have adequate capacity to serve" the Project. (Attachment 3, p. 2; Attachment 5, p. 30.) There would also be adequate street access and traffic capacity for the Project because the BESS operation is primarily unmanned and will only require infrequent site visits. (Attachment 5, p. 11-12.) Access to the Project would be provided via two driveways, one existing and one proposed for ease of emergency vehicle access, along Broadway and no new roads would be required to provide access. (Attachment 1, p. 12.) As detailed by City staff, the Project would generate very few traffic trips, would not be open to the public, and would not involve daily employee staffing or truck servicing. (Attachment 1, p. 12.) Therefore, the Project meets the CUP's findings for adequate street access, traffic capacity, and water supply for fire protection.

Thus, the Project sufficiently meets the CUP's required findings based on evidence in the record. When the Commission denied the CUP on the basis of General Plan inconsistency, a newly created impossible finding, and an improper reading of the CMC, the Commission abused its discretion because the denial was not based on facts. Instead, the Commission focused on speculative fears by requiring a vague, unreasonable, and impossible threshold not required within the CMC.

In addition to making the CUP findings listed above, the Commission is also required to weigh any potential adverse effects that may result from a proposed development with the public benefits which will occur from such and development. (CMC § 9172.21.D.1.) The Commission failed to give credence to the Project's numerous environmental, economic, and community benefits that are both within the record and were shared during public comment. These benefits outweigh any potential adverse effects stemming from the Project's construction and operation. The Commission abused its discretion in denying the CUP on the presumption that the Project's potential adverse effects ***will*** occur, that such effects cannot be mitigated by conditions of approval, and that such effects are not justified by the public benefits. This is simply not true and is unsupported by the record.

As evidenced by the record, the Project provides substantial economic benefits to the City that would outweigh any remote possibility of adverse effects. For example, the proposed DA contemplates that the Project would provide the following specific community benefits: (1) approximately $189,093 in Interim Development Impact Fees, (2) a $357,006 Operations and Maintenance payment, and (3) the payment of a "Battery Fee" that ranges from $250,000 to $1,487,500 depending on the batteries purchased. (Attachment 6 [Development Agreement], p. 6, 11-13.) As shared by the Carson Chamber of Commerce in its support letter, the Project would invest over $150 million into the community, contribute approximately $15 million in property tax benefits to the City and Los Angeles County over the life of the Project, and create quality union jobs during construction. (Attachment 2, p. 1.) Furthermore, the Applicant agreed to the City's last-minute request to indemnify and defend the City during the construction and operation of the Project, eliminating any liability the City may have for approving the Project.

In addition to providing economic and job benefits and legal assurances, the Project would benefit the region's transition to renewable energy and provide critical infrastructure investments to SCE's grid so the City's residents can enjoy reliable and clean electrical service. The Project's batteries would discharge energy to SCE's grid when renewable energy sources provide irregular supply (i.e. when weather interruptions prevent reliable solar or wind energy generation) and thus benefit the public interest in transitioning to renewable energy while improving electrical service to customers. (Attachment 5, p. 4.) Additionally, "SCE has identified a need for the [Project] to contribute its fair-share payment toward utility system upgrades that are planned to be completed within SCE's service territory." (Attachment 5, p. 9.)

B. The Commission relied on Improper and Irrelevant Considerations in Denying the Project's DOR.

The Commission also abused its discretion in denying the Project's request for Site Plan and Design Review by a sole "determination" the Project is inconsistent with the General Plan. The Project requests approval of DOR No. 1935-23 pursuant to CMC 9113.2 because the Property is zoned MH-D and is evaluated for $50,000 or more. Under CMC 9172.23.D.1, the Commission must approve a DOR if it makes the following findings:

> (a) Compatibility with the General Plan, and any specific plans for the area, and surrounding uses.
>
> (b) Compatibility of architecture and design with existing and anticipated development in the vicinity, including the aspects of site planning, land coverage, landscaping, appearance and scale of structures and open spaces, and other features relative to a harmonious and attractive development of the area.
>
> (c) Convenience and safety of circulation for pedestrians and vehicles.
>
> (d) Attractiveness, effectiveness and restraint in signing graphics and color.
>
> (e) Development scheduling (if phased development) which will satisfy the above criteria in each phase.
>
> (f) Conformance to any applicable design standards and guidelines which have been adopted pursuant to CMC 9172.15. Such design standards and guidelines may be generally applicable or may specify different requirements for different areas.

In denying the Project's DOR, the Commission solely focused on the first finding of compatibility with the General Plan and surrounding uses. As discussed above and proven by facts in the record, the Project is compatible with the General Plan and surrounding heavy industrial uses. Furthermore, the Commission's findings of denial for the DOR did not reference specific General Plan policies and instead referred to its findings of denial for the CUP. Again, the Project is compatible with the General Plan because it supports the City's goal to maintain a strong economic

base in the industrial market, promote renewable energy, and protect the safety of the community from pollution and hazardous materials. Additionally, the Project would provide screening and buffering from other non-industrial uses above and beyond the General Plan's requirement. The Project achieves these goals, as discussed above, and would implement the standard of safety and emergency response as approved by LACFD and evidenced in the record.

Instead, the Commission focused on an unreasonable and impossible standard, not stated or required in the CMC, to guarantee present and future 100% safety standards, which are unattainable for any development project. This is not the standard for similarly situated industrial uses involving hazardous materials, is certainly not consistent with the General Plan's goal to promote renewable energy, and is an arbitrary standard created on the fly during the hearing. Indeed, even the introductory guiding principles of the General Plan clarify the City's intention to minimize (not completely eliminate) exposure to hazardous materials as the City becomes "a leader in clean industrial development with state-of-the-art facilities" and "renewable and reliable energy sources." (General Plan Introduction, p. 1-11.)

Additionally, as discussed above, the Commission inaccurately described the Project's "surrounding" uses as residential, educational, and open space. However, the Project's surrounding uses include: (1) a heavy industrial freight forwarding office in the MH-D zone and light industrial uses to the north; (2) a truck repair heavy industrial use in the MH-D zone to the south; (3) the SCE Nola Substation heavy industrial use in the MH-D zone to the east; and (4) the public transit bus depot light industrial use to the west. (Attachment 1, p. 4-5.) Thus, the Project is compatible with the surrounding uses in the industrial zone as evidenced by the record.

Though the Commission failed to analyze all the DOR required findings, the Project satisfies all findings required in the CMC for DOR approval. The Project's architectural and design features are compatible with the surrounding industrial uses in the vicinity and would be harmonious with the neighborhood. For example, the Project meets the required 25-foot front yard setback, exceeds the 10-foot required side yard setback by providing a 15-foot setback, and includes a 3-foot setback in the rear yard that is not a required development standard for industrial uses. (Attachment 1, p. 10.) The Project's perimeter wall and fencing include a decorative 6-foot wrought iron fence and 10-foot perimeter block wall. (Attachment 1, p. 10.) The Project would provide over 6,000 square feet of climate adapted landscaping with resilient ground cover, shrubs, and trees that require minimal water use. (Attachment 1, p. 11.) Equipment necessary for the Project's operations include 9-foot-tall battery enclosures, placed on a concrete pad, underground cable lines, and electric equipment that would screened from view. (Attachment 1, p. 11.) Given the adjacent SCE substation and rectangular industrial buildings, the Project would be compatible with the surrounding industrial uses by similarly including low-rise structures, electrical equipment on-site, and screening fencing. (Attachment 1, p. 11-14.)

As to the remaining DOR findings, the Project will not be a phased development, is not within a specific plan, and does not include any graphic signage that would be relevant to the DOR findings. (Attachment 1, p. 11.) Safety and circulation for pedestrians and vehicles would be supported by the Project's minimal traffic impact because the BESS facility would not involve daily employee

staffing or truck servicing. (Attachment 1, p. 12.) The Project would include four parking spaces on-site, which complies with the City's parking requirements. (Attachment 1, p. 11.) Additionally, permanent motion-sensitive, directional security lights would be installed to provide adequate safety illumination around the Project's ingress/egress and substation area and exterior lighting would be shielded and directed downward to minimize the potential for glare or spillover onto adjacent streets and sidewalks. (Attachment 1, p. 12.) The Project would improve circulation for pedestrians and vehicles due to the minimal requirements for employee visits, and safety in the industrial neighborhood would be improved with the added lighting. Therefore, the Project meets all the required findings for Site Plan and Design Review approval.

3. The Commission's Decision Relied on a Staff Report Replete with Materials Errors.

The Planning Commission understandably relied upon the Staff Report; however, the Staff Report was replete with errors, unsupported assumptions, and incorrect conclusions, upon which the Commission relied in the Project's denial. For example:

- The Staff Report repeatedly claims that BESS projects "are typically built in remote areas, not urban environments" – but Telsa Megapack batteries have been operating on the California State Dominguez Hills campus for years without incident and the Applicant's BESS facility in Pomona has operated without incident for over 10 years and was recently expanded.[6] (Attachment 2, p. 5.)

- The Staff Report claims toxic smoke from a BESS fire could be carried by wind, leading to severe public health and safety hazards for nearby receptors – however, LACFD's plume modeling of the Project's equipment did not show an impact to sensitive receptors. (Attachment 4, p. 3, 36.)

- The Staff Report's numerous references to the "Kaiser Permanente Hospital" is inaccurate because the Kaiser Permanente building houses medical offices and does not provide inpatient services.

- The Staff Report incorrectly portrays the Project's "adjacent" uses as sensitive receptors (Kaiser Permanente, residential neighborhoods, Towne Elementary School, and "one or more daycare uses"). However, all directly adjacent uses to the Property are heavy or light industrial, including the SCE substation located directly east of the Property.

[6] Indeed, commercial BESS projects are present throughout urbanized areas in Southern California and across the Country.

- The Staff Report makes repeated claims about "documented risks" without providing any Project-specific support. This unsubstantiated claim contradicts Applicant's history of safe BESS operations and the Project's specific equipment that was subject to LACFD's inspection and conditions.

- The Staff Report states that "[b]ased on the relative frequency at which BESS-site failures continue to occur, fire incidents are expected to likely occur during the 15-to-30-year lifespan of the BESS units." This directly contradicts LACFD's determination that a failure event is "unlikely" and failure incident rates have "drastically decreased" as the industry's equipment and technologies improve. (Attachment 4, p. 47.)

- The Staff Report likens the Project with "several recent failures" without identification or comparison to the Project's equipment, LACFD's standards, or the Applicant's BESS operation history.

The Commission's denial finding is veiled as a public health and safety risk that cannot be fully mitigated with a 100% safety guarantee. [7] This finding, which is based on the Staff Report, disregards facts and evidence in the record showing that the Project meets the most stringent safety requirements in the nation and that all potential operational risks would be adequately mitigated. Indeed, the Project complies with all applicable federal, State, and local standards to mitigate potentially significant impacts related to an accidental release of hazardous materials and incorporates project-specific design features, such as a containment wall and internal monitoring systems. The Project also underwent careful LACFD review and approval to ensure that potential risks were reduced. The Commission simply has no rational basis for treating the Project's potential risks (which will be mitigated) differently from any other development project requiring a CUP in the City.

However, as discussed above, the Commission's denial of the Project was devoid of sufficient factual support in the record. For example, the Commission's findings of denial were primarily premised on the unfounded risk of safety in the event of an explosion at the Property. (Attachment 7 [Commission Resolution No. 26-2900], p. 3-5.) The Commission simply has no rational basis.

4. Conclusion

For the reasons set forth above, the Commission abused its discretion in denying the Project's entitlement requests. Specifically:

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[7] City Planning Commission Meeting, March 10, 2026 at 58:54.

First, the Commission's denial of CUP No. 1128-23 directly contradicts the facts and evidence in the record. The Project satisfies each of the CMC's required findings for CUP approval, is consistent with the General Plan's goals for renewable energy and industrial development, and includes LACFD-approved safety mitigation measures that fully address the Commission's stated concerns. The Commission's imposition of an impossible "zero-risk" standard has no basis in the CMC, General Plan or any adopted City policy.

Second, the Commission's denial of DOR No. 1935-23 was based solely on an unsupported determination of General Plan inconsistency, without analysis of the remaining required findings, all of which the Project satisfies based on the record.

Third, the Commission's reliance on a Staff Report replete with errors, unsupported assumptions, and incorrect conclusions clearly violates the Applicant's legal rights and denies the City with significant community benefits and long-term energy reliance.

We respectfully request that the City Council reverse the Commission's denial of CUP No. 1128-23 and DOR No. 1935-23, and approve DA No. 33-23, consistent with the record evidence and the City's own adopted policies.

Sincerely,

Edgar Khalatian
Partner

Attachments:

1. Planning Commission Staff Report
2. Support Letters
3. LACFD Fire Clearance
4. Alternative Materials and Methods Review
5. CEQA Exemption Report
6. Development Agreement
7. Commission Resolution No. 26-2900

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CARSON – VESI 27 LLC APPEAL

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CARSON – VESI 27 LLC APPEAL

VOLUME 2 OF 2

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Northbrook, IL

70-2328
0719

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Date 03/23/26

PAY EXACTLY NINE THOUSAND FIVE HUNDRED TWENTY AND 00/100

$9,520.00

Mayer Brown LLP

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TO THE
ORDER OF City of Carson
701 East Carson Street
Carson, CA 90745

[redacted]

Date	Invoice No.	Description	Amount
03/23/26	[redacted]	Appeal application filing fee	9,520.00
		Total	$9,520.00

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MISCELLANEOUS
Description: PLANNING
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2026 Item: E4602
1 @ $9,520.0000
PLANNING FEES (E4602) $9,520.00

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Subtotal $9,520.00
Total $9,520.00

CHECK $9,520.00
Check Number [redacted]

Change due $0.00

Paid by: MAYER BROWN LLP

Comments: APPEAL APPLICATION

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Monday - Thursday

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DUPLICATE RECEIPT

April 16, 2026

VESI 27 LLC
Attn: Jessica Mowry
1801 Market Street
Philadelphia, PA 19103

Delivered via Certified U.S Mail and Email at jmowry@ormat.com

Re: Appeal Application – Notice of Sufficiency

Planning Commission Resolution No. 26-2900, CUP No. 1128-23, DOR No. 1935-23, DA No. 33-23 for a proposed battery energy storage system development located at 18800 Broadway Avenue, Assessor Parcel Number 7339-014-009

Dear Jessica Mowry,

The City of Carson City Clerk's Office (the "City") has received your Appeal Application signed March 23, 2026, requesting an appeal of a Planning Commission decision to the City Council.

Pursuant to Carson Municipal Code ("CMC") §9173.4; Subsection B1. "An appeal may be filed by any person, including any member of the City Council or the City Manager. In the event of an appeal by any member of the City Council or the City Manager, CMC §9173.9 shall not apply and there shall be no fee required from any member of the City Council or the City Manager to perfect an appeal."

The Appeal Application meets the applicable form and content requirements as required by CMC §9173.4; Subsection B3. As such please take notice that the Appeal Application is hereby accepted as sufficient for filing and the matter will be set for the appeal hearing before the City Council on May 5, 2026. You will receive a separate notice of appeal (public) hearing specifying the scheduled City Council hearing time among other information.

If you have any questions or comments, please contact the City Clerk's Office at (310) 952-1720 or Community Development Department at (310) 952-1761.

Sincerely,

Dr. Khaleah K. Bradshaw
City Clerk

RESOLUTION NO. 26-047

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AFFIRMING, PURSUANT TO CARSON MUNICIPAL CODE SECTION 9173.4(C)(2)(a), THE DECISION OF THE CARSON PLANNING COMMISSION TO DENY SITE PLAN AND DESIGN REVIEW NO. 1935-23 AND CONDITIONAL USE PERMIT NO. 1128-23, AND DENYING, AS RECOMMENDED BY THE PLANNING COMMISSION, DEVELOPMENT AGREEMENT NO. 33-23 FOR A PROPOSED BATTERY ENERGY STORAGE SYSTEM (BESS) FACILITY LOCATED AT 18800 BROADWAY AVENUE, APN 7339-014-009

WHEREAS, on April 13, 2023, the Department of Community Development received an application from Jessica Mowry on behalf of VESI 27, LLC ("VESI") for the following entitlements for a proposed battery energy storage system (BESS) facility (the "Project") on a 3-acre vacant parcel located at 18800 Broadway (APN 7339-014-009) and legally described in Exhibit "A" attached hereto (the "Property"), which has a General Plan land use designation of Heavy Industrial and is zoned MH-D (Manufacturing Heavy – Design Overlay): (i) A project description for applicable CEQA review; (ii) Development Agreement (DA) No. 33-23, to grant specified development rights in exchange for provision of specified community benefits; (iii) Site Plan Review and Design Review (DOR) No. 1935-23, to approve the development plan for the Project; and (iv) Conditional Use Permit (CUP) No. 1128-23, to approve the proposed use of the Project.

WHEREAS, the Project is an approximately 100-megawatt BESS consisting of lithium-ion batteries installed in refabricated enclosures housing internal racks, inverters, medium-voltage transformers, switchgear, collector substation, and other associated equipment to interconnect into the Southern California Edison (SCE) Nola Substation. The enclosures would have battery storage racks, with relay and communications systems for automated monitoring and management of the batteries to ensure design performance. A battery management system would be provided to control the charging/discharging of the batteries, along with temperature monitoring and control of the individual battery cell temperature with an integrated cooling system. Power inverters to convert between AC and DC, along with transformers to step up the voltage, would also be included. The proposed facility would operate on a 24/7/365 basis. A single 66-kilovolt generation transmission line (gen-tie line) would interconnect the proposed project to the existing SCE NOLA substation. The proposed gen-tie line route would start at the northeast portion of the Project site, run east along the west Grifith Street frontage, and connect to the SCE Nola Substation located approximately 165 feet east of the project site, on the SCE Nola Substation property. The proposed facility would provide a service by receiving energy (charging) from the SCE electric transmission system, storing energy, and then later delivering energy (discharging) back to the point of interconnection. The facility is intended to operate year-round and would be available to receive or deliver energy 24 hours a day and 365 days a year.

WHEREAS, studies and investigations were made, and a staff report with recommendations was submitted, and the Planning Commission, upon giving the required notice,

did on the 10th day of March 2026, conduct a duly noticed public hearing as required by law to consider the Project application. Notice of the hearing was posted on the Property, mailed to the applicant and owners of properties within a 1,000-foot radius of the Property, and published in a newspaper of general circulation in the City by February 13, 2026.

WHEREAS, the Planning Commission, after conducting the hearing and duly reviewing and considering the Project and all associated documents and evidence in the record, adopted Planning Commission Resolution No. 26-2900 on March 10, 2026, taking the following actions with respect to the Project: (i) finding a CEQA exemption applicable to denial of the Project; (ii) recommending City Council denial of DA No. 33-23; and (iii) denying DOR No. 1935-23 and CUP No. 1128-23.

WHEREAS, on March 23, 2026, VESI submitted an appeal application, appealing the Planning Commission's decision set forth in Planning Commission Resolution No. 26-2900 (the "Planning Commission Decision") to the City Council pursuant to Carson Municipal Code ("CMC") 9173.4 ("Appeal Application").

WHEREAS, on or about April 15, 2026, the City Clerk deemed the Appeal Application sufficient and accepted it for filing pursuant to CMC 9173.4.

WHEREAS, studies and investigations were made, and a staff report with recommendations was submitted, including a summary of the factual data and the record of action taken on the case, and the City Council, upon giving the required notice, did on the 5th day of May 2026, conduct a duly noticed public hearing as required by law to consider the Appeal Application and the Planning Commission's recommendation that the City Council deny DA No. 33-23. Notice of the hearing was posted on the Property, mailed to the applicant and owners of properties within a 1,000-foot radius of the Property, and published in a newspaper of general circulation in the City by April 10, 2026.

WHEREAS, having completed the hearing, the City Council now elects and intends to: (i) affirm the Planning Commission's decision pursuant to CMC 9173.4(C)(2)(a), including its finding of a CEQA exemption applicable to denial of DOR No. 1935-23 and CUP No. 1128-23 and its denial of DOR No. 1935-23 and CUP No. 1128-23; and (ii) find a CEQA exemption applicable to denial of DA No. 33-23 and deny DA No. 33-23, as recommended by the Planning Commission.

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

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

SECTION 1. The foregoing recitals are true and correct and are incorporated herein by reference as though set forth in full as findings of fact.

SECTION 2. The City Council's action set forth in this Resolution is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(4), which provides that a project is exempt from CEQA if the project will be rejected or disapproved.

SECTION 3. With respect to the Appeal Application, the City Council finds as follows, based upon substantial evidence taken from the record as a whole, and received at the hearing,

conducted on May 5, 2026, both oral and written, including the staff report and all attachments thereto:

A. As stated in Planning Commission Resolution No. 26-2900, the Planning Commission's Decision, finding a CEQA exemption applicable to denial of DOR No. 1935-23 and CUP No. 1128-23 and denying DOR No. 1935-23 and CUP No. 1128-23, is appealable to the City Council in accordance with CMC 9173.4. The Planning Commission's recommended CEQA finding and recommendation to the City Council regarding denial of DA No. 33-23 is not an appealable decision under the CMC. The City Council's consideration of DA No. 33-23 as set forth in the Resolution is pursuant to the Planning Commission's recommendation as set forth in Planning Commission Resolution No. 26-2900, not pursuant to the Appeal Application.

B. The Planning Commission Decision is in accordance with CEQA as well as applicable law related to the process, noticing and hearings conducted in relation to consideration of the Project application. The Planning Commission Decision is also in accordance with the applicable requirements of the CMC and other applicable law.

C. The City Council hereby makes, ratifies, and affirms the findings set forth in Planning Commission Resolution No. 26-2900 with respect to the Planning Commission Decision, which findings are incorporated herein by this reference as though set forth in full.

SECTION 4. With respect to Development Agreement No. 33-23 (the "DA"), pursuant to Government Code Sections 65864 through 65869.5, as applicable, the City Council hereby finds as follows:

A. The underlying land use entitlements (DOR and CUP) are denied pursuant to the Planning Commission Decision and this Resolution. The DA is not supported and cannot be approved without approval of the underlying land use entitlements.

B. Pursuant to Government Code Section 65867.5, "a development agreement shall not be approved unless the legislative body finds that the provisions of the agreement are consistent with the general plan." The DA is not consistent with the City's General Plan for the reasons detailed in Sections 2-3 of Planning Commission Resolution No. 26-2900, and therefore the DA cannot be approved.

C. By Resolution No. 90-050, the City has adopted procedures and requirements for the consideration of development agreements pursuant to Government Code Section 65865(c). Section 7.F of those procedures and requirements provides that the City Council shall not approve a development agreement unless it finds that the proposed development agreement will not be detrimental to the health, safety and general welfare. This finding cannot be made with respect to the DA due to the public health and safety risks associated with the Project as detailed in Sections 2-3 of Planning Commission Resolution No. 26-2900, and therefore the DA cannot be approved, and this is not negated or outweighed by the monetary payments and other community benefits proposed in the DA.

SECTION 5. Based on the foregoing findings, the City Council hereby: (i) affirms the Planning Commission Decision, pursuant to CMC Section 9173.4(C)(2)(a); and (ii) denies, rejects

and disapproves DA No. 33-23.

SECTION 6. Should any provision, section, paragraph, sentence or word of this Resolution be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Resolution as hereby adopted shall remain in full force and effect.

SECTION 7. This Resolution shall be effective immediately upon its adoption. As provided in Code of Civil Procedure §1094.6(b) and Carson Municipal Code §9173.5, any court action or proceeding brought to challenge this Resolution or the findings set forth herein pursuant to Code of Civil Procedure §1094.5 must be filed within 90 days after the date of this Resolution, except that any action or proceeding challenging this Resolution or the findings set forth herein that is within the scope of Carson Municipal Code §9173.5(A) must be filed within 60 days after the date of this Resolution. A copy of this Resolution shall be sent by first class mail to the applicant and to any person who has filed a written request for notice of this decision pursuant to Carson Municipal Code §9173.32.

SECTION 8. 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** by the City Council of the City of Carson, California, at a regular meeting held on the 5th day of May, 2026.

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

_____
Sunny K. Soltani, City Attorney

Report to Honorable Mayor and City Council

SPECIAL ORDERS OF THE DAY 33.

To: Honorable Mayor and City Council

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

Subject: PUBLIC HEARINGS TO CONSIDER MULTIPLE ECONOMIC DEVELOPMENT SUBSIDIES (COMMERCIAL FACADE IMPROVEMENT PROGRAM GRANT AGREEMENTS - CITY-WIDE ROUND 2 & NO MATCH EAST CARSON CORRIDOR PROJECTS) TO PROVIDE CERTAIN COMMERCIAL BUSINESSES WITH GRANT FUNDING (CITY COUNCIL)

I. SUMMARY

As noted during the City Council meeting on April 7, 2026, staff is seeking approval for three City-wide Round 2 grant agreements that require dollar-for-dollar matches, as well as up to thirteen East Carson Corridor grants that do not have a matching requirement. These grants are designed to support the City's objectives of encouraging private investment, reducing vacancies, enhancing streetscape aesthetics, and improving the overall pedestrian and shopping experience. The total contribution from the City for these initiatives will be $1,662,168, supplemented by approximately $500,000 in private matching funds. Eligible improvements include painting, signage, lighting, landscaping, and structural upgrades, primarily focused along the East Carson Corridor. Further project details can be found in this report and the accompanying exhibits.

II. RECOMMENDATION

TAKE the following actions:

1. OPEN the public hearings; TAKE public testimony and accept any written and/or oral communication; and CLOSE the public hearings.
2. APPROVE the funding agreements.
3. AUTHORIZE the City Manager to execute all documents including the funding agreements in a form acceptable to the City Attorney.

III. ALTERNATIVES

TAKE another action the City Council deems appropriate.

IV. BACKGROUND

The goal of the Commercial Facade Improvement Program is to facilitate commercial revitalization, stimulate private investment, preserve and beautify commercial corridors, upgrade the physical image of the City, and generate shopping, tourism, and a pleasant walking environment by improving the visual aesthetics of targeted areas through enhancements in design, color schemes, and building facades.

Since the Program's inception, staff has been working with applicants to advance their facade projects to meet the goals of the Program and other adopted plans, such as the Carson 2040 Community Character and Design Element, the Economic Development Strategic Plan, and applicable City codes. This has entailed refining project scopes to meet planning objectives, achieving compliance with building codes, and addressing budgetary and legal constraints, among other considerations.

Round 2 Grantees

The City is proposing to enter into multiple funding agreements with the following parties ("Round 2 Grantees") to provide financial assistance in the form of an economic development subsidy (Commercial Facade Improvement Program Grant Agreements - Round 2):

1. Ding Tea Carson: 114 W. Carson St., Carson, CA 90745. A dessert specialty store located in the commercial plaza at the southwest corner of Carson St. and Main St. (Exhibit No. 1).
2. Home Service Unlimited, Inc. dba Land-Lord Management (219th): 21839-21855 Avalon Blvd., Carson, CA 90745. A neighborhood shopping plaza located at the corner or 219th and Avalon Blvd. (Exhibit No. 2).
3. HCJA Properties (Carson Plaza): 1329-1347 E Carson St, Carson, CA 90745. A neighborhood shopping center located at the corner of Carson St. and Vera St. (Exhibit No. 3).

East Carson Corridor No-Match Grantees

Additionally, the City proposes to enter into multiple funding agreements with the following parties (the "East Carson Corridor No-Match Grantees") to provide financial assistance in the form of an economic development subsidy. These agreements are provided under Exhibits No. 4 through 16.

For this corridor, the City facilitated the selection of a single contractor to perform improvements across all participating businesses, rather than having multiple contractors, in order to streamline coordination, management, and implementation. The construction agreements, however, will be executed directly between each property owner and the contractor, with the City serving solely as a facilitator. While the City will enter into grant agreements with the property owners, payments will be made directly to the contractor to ensure administrative efficiency.

1. Perfume 4 Less: 2601 E. Carson St., Carson, CA, 90810. A specialty retail store located along the East Carson Corridor.
2. Irene's Hair Cut + 310 Smoke Shop: 2605 E. Carson St., Carson, CA, 90810. A neighborhood salon and specialty tobacco retailer located along the East Carson Corridor.
3. Kathy's Bakery Bros: 2609 E. Carson St., Carson, CA, 90810. A local bakery located along the East Carson Corridor.
4. Nitzy Salon + Medicina Alternativa: 2611 E. Carson St., Carson, CA, 90810. A local salon and alternative medicine store located along the East Carson Corridor.
5. H Glass & Mirror + MCL Logistic LLC: 2613 E. Carson St., Carson, CA, 90810. A specialty glass store and logistic office located along the East Carson Corridor.
6. Rob's Liquor: 2615 E. Carson St., Carson, CA, 90810. A local liquor store located along the East Carson Corridor.
7. R C Dollar Plus + Taqueria El Cabrito: 2617-2619 E. Carson St., Carson, California 90810. A local general store and restaurant located along the East Carson Corridor.
8. Santa Fe Medical Clinic: 2637 E. Carson St., Carson, CA, 90810. A neighborhood medical clinic located along the East Carson Corridor.
9. Wajid Plaza, 2641 E. Carson St., Carson, CA, 90810. A neighborhood plaza located along the East Carson Corridor.
10. Dominguez Lavanderia: 2651 E. Carson St., Carson, CA, 90810. A neighborhood laundromat located along the East Carson Corridor.
11. A Plus Embroidery & Silkscreen + Noemi's Income Tax Services: 2659 E Carson St., Carson, CA, 90810. A small office building with service providers located along the East Carson Corridor.

12. Dominguez Pizza: 2713 E. Carson St., Carson, CA, 90810. A local pizzeria located along the East Carson Corridor.
13. Golden Express & Donuts + Dela Liquor: 2717-2721 E. Carson St, Carson, CA, 90810. A neighborhood donut shop and liquor store located along the East Carson Corridor.

Required Economic Development Subsidy Reports

The City is authorized to implement the provisions of Government Code Section 53083 (AB 562), a statewide economic development tool enacted by Governor Brown in 2013 that applies to economic development subsidies of $100,000 or more and allows local jurisdictions to induce economic development. The City is also authorized under Section 206 of the City Charter and Chapter 3 of Article X of the Carson Municipal Code, which specifically authorize the City to enter into agreements to loan, grant, fund, or finance projects. As required, this report is consolidated with the Public Hearing notice included as Exhibit No. 17.

CEQA Analysis

Each Agreement has been reviewed by the City with respect to the applicability of the California Environmental Quality Act ("CEQA"), the State CEQA Guidelines (California Code of Regulations, Title 14, §§ 15000 et seq., hereafter the "CEQA Guidelines"), and any applicable local CEQA policies and procedures. The City has determined that each Agreement is not a "project" for purposes of CEQA, as defined in CEQA Guidelines Section 15378, because the agreements present no potential to result in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment.

Alternatively, even if the Agreements were determined to constitute a project, they would be exempt pursuant to Section 15301 of the CEQA Guidelines (Class 1 exemption for minor alteration of existing public or private structures involving negligible or no expansion of existing use).

V. FISCAL IMPACT

As noted above, the City will provide a total direct subsidy of $1,662,168 to Round 2 and East Carson Corridor grantees. In addition, Round 2 grantees will contribute a minimum of $500,118 in required matching funds toward eligible property improvements, ensuring meaningful private investment alongside City support.

Program funding will be drawn from Account No. 101-70-701-101-6004 (Community Development/Professional Services). Based on current projections, available appropriations are sufficient to cover all anticipated expenditures in the current fiscal year. As the majority of costs will occur in the next fiscal year, partial funding for these agreements will be incorporated into the Fiscal Year 2026–2027 budget adoption process to ensure full alignment and continuity.

Additionally, a secured developer contribution of $250,000 for the East Carson Corridor is available and may be utilized for this purpose under Account No. 101-99-999-999-2401-CFIEC00. To further ensure adequate program funding, staff intends to request supplemental support from the Carson EIFD PFA Board for façade improvements at its annual meeting on June 15, which would address any potential shortfall. Any remaining funding needs, if identified, will be brought forward to the City Council for consideration under separate action.

Finally these subsidies are anticipated to be offset over time through increased tax revenues (including sales tax), reductions in vacancies, and increased private investment. Additionally, the Program's dollar-for-dollar match requirement will leverage private capital investment in Carson properties. As detailed in the economic development subsidy analysis included as an exhibit, staff estimates that the direct, indirect, and induced tax revenues generated from these subsidies will be recouped within a 15-year period or less.

VI. EXHIBITS

1. Funding Agreement - Ding Tea Carson
2. Funding Agreement - Home Service Unlimited, Inc DBA Land-Lord Management

3. Funding Agreement - HCJA Properties (Carson Plaza)
4. Facade Improvement Agreement - Perfume4Less
5. Facade Improvement Agreement - Irene's Hair-Smoke Shop
6. Facade Improvement Agreement - Kathy's Bakery Bros
7. Facade Improvement Agreement - Nitzy Salon + Medicina Alternativa
8. Facade Improvement Agreement - H Glass & Mirror + MCL Logistic LLC
9. Facade Improvement Agreement - Rob's Liquor
10. Facade Improvement Agreement - R C Dollar Plus + Taqueria El Cabrito
11. Facade Improvement Agreement - Santa Fe Medical Clinic
12. Facade Improvement Agreement - Wajid Plaza
13. Facade Improvement Agreement - Dominguez Lavanderia
14. Facade Improvement Agreement - Noemi's Income Tax
15. Facade Improvement Agreement - Dominguez Pizza
16. Facade Improvement Agreement - Dela Liquor
17. Public Hearing Notice

Attachments

Facade Improvement Agreement - Ding Tea.pdf

Facade Improvement Agreement - 219th.pdf

Facade Improvement Agreement - Carson Plaza.pdf

01. Facade Improvement Agreement Perfume4Less_JN.pdf

02. Facade Improvement Agreement -Irene's Hair-Smoke Shop_JN.pdf

03. Facade Improvement Agreement -Kathy's Bakery Bros_JN.pdf

04. Facade Improvement Agreement -Nitzy Salon + Medicina Alternativa_JN.pdf

05. Facade Improvement Agreement -H Glass & Mirror + MCL Logistic LLC_JN.pdf

06. Facade Improvement Agreement - Rob's Liquor_JN.pdf

07. Facade Improvement Agreement - R C Dollar Plus + Taqueria El Cabrito_JN.pdf

08. Facade Improvement Agreement - Santa Fe Medical Clinic_JN.pdf

09. Facade Improvement Agreement - Wajid Plaza_JN.pdf

10. Facade Improvement Agreement -Dominguez Lavanderia_JN.pdf

11. Facade Improvement Agreement rjl edits -Noemi's Income Tax_JN.pdf

12. Facade Improvement Agreement -Dominguez Pizza_JN.pdf

13. Facade Improvement Agreement -Dela Liquor_JN.pdf

Public Hearing Notice.pdf

FAÇADE IMPROVEMENT PROGRAM GRANT AGREEMENT

This Façade Improvement Program Grant Agreement ("Agreement") is entered into effective _____, 2026 ("Effective Date"), by and between the CITY OF CARSON, a charter city and municipal corporation (the "City"), on the one hand, and DING TEA CARSON, a Limited Liability corporation ("Grantee"), owner of property or renter or lessee of property with the property owner's consent located at 114 W Carson St, Carson, California, 90745 ("Property"), on the other hand. The parties hereto are collectively referred to as the "Parties."

RECITALS

WHEREAS, on June 21, 2022, the City passed Resolution No. 22-131 which established a Citywide Commercial Facade Improvement Program (the "Program") pursuant to the adopted Carson Façade Improvement Program Guidelines ("Program Guidelines") for the public purpose of encouraging the improvement, stimulation and revitalization of the exterior facades of existing commercial buildings in various commercial corridors such as along Avalon Boulevard, Main Street, Sepulveda Boulevard, Carson Street, and Figueroa Street.

WHEREAS, the Program is administered by the City and funded by City's General Fund pursuant to an authorized allocation of $1,000,000 made by the City Council during its meeting of June 21, 2022.

WHEREAS, on November 6, 2018, City's voters approved a new Charter for the City which included a comprehensive set of economic development incentives and programs to promote the development of the City of Carson given the unique environmental constraints, to create jobs and to preserve the sound fiscal basis of City. City has determined that under the Charter, City has broad economic development powers to enact measures, to enter into agreements, and to loan, grant, fund, or finance projects which will provide public benefit and protect the public health, safety and welfare of the community, which programs may be carried out singly or in combination in a manner to promote the economic development objectives set forth in Section 206 of the Charter, which specifically allows for the use of "Tax and Assistance Agreements" for sales taxes, transient occupancy taxes, utility taxes or other taxes to be shared with the generator, and rebates or waivers of franchise fees, business license fees, development impact fees, or other revenue sources, or any other economic development subsidy, after a public hearing identifying the amount and terms of such assistance and the justification for such assistance.

WHEREAS, the incentives provided in this Agreement are intended by the City to be consistent with and promote the purposes of Section 206 of the Charter by City providing a grant to Grantee for the purpose of, without limitation, stimulating commercial development within the City, increasing jobs, decreasing blight, and increasing tax revenue to the City. This Agreement constitutes a "Tax and Assistance Agreement" for

purposes of Section 206 of the Charter and has been approved by the City Council following all legally required notices and hearings.

WHEREAS, the Property is a commercial business located within the geographical limits contemplated under the Program and is eligible for participation in the Program.

WHEREAS, the City created the Program in order to grant to commercial businesses funds of (1) up to $2,500 of unmatched funds or (2) a maximum of $25,000 of funds so long as applicant matches City funds with a $22,500 private contribution (for non multi-tenant centers). The grant increases on a dollar-for-dollar basis over $2,500, up to the $25,000 cap. For multi-tenant centers, the maximum grant is $250,000 based on a total expenditure of no less than $497,500.

WHEREAS, below is a table that illustrates various scenarios of funding contributions between City and a grant recipient:

Grantee Expenses (Total Project Costs)	City Contribution (Reimbursement)	Grantee Out-of-Pocket (After reimbursement)
$2,500	$2,500	$0
$5,000	$3,750	$1,250
$10,000	$6,250	$3,750
$22,500	$12,500	$10,000
$47,500	$25,000 (cap for non multi-tenant)	$22,500
$497,500 (multi-tenant)	$250,000 (cap for multi-tenant)	$247,500

WHEREAS, this Agreement has been reviewed by City with respect to applicability of the California Environmental Quality Act **(**"CEQA"**)**, the State CEQA Guidelines (California Code of Regulations, Title 14, §§ 15000 *et seq*., hereafter the "CEQA Guidelines"), and any applicable local CEQA policies and procedures and City has determined that this Agreement is not a "project" for purposes of CEQA, as that term is defined by CEQA Guidelines section 15378, because City has determined, in its discretion and based on substantial evidence, that this Agreement presents no potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment, or alternatively, even if it did constitute a project, it would be exempt pursuant to Section 15301 of the CEQA Guidelines (Class 1 exemption for minor alteration of existing public or private structures involving negligible or no expansion of existing use).

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, agreements and conditions contained herein, and upon acknowledgement of each of the Parties of the receipt of valuable consideration, it is agreed as follows:

SECTION 1: GRANT FUNDING; PUBLIC BENEFITS

The City agrees to disburse to Grantee an amount not to exceed $7,617.50 ("Grant Funds") to allow Grantee to pay eligible costs associated with construction of the Project (as defined below), on a reimbursement basis after Grantee completes the Project or each Project phase, as may be applicable, and submits the documentation required in Section 3 of this Agreement. Grantee shall contribute a total of at least $12,735 (or $5,117.50 after reimbursement) towards completion of the Project.

Under the Program Guidelines, City funds are eligible for uses including: installation of new or repair or replacement of Exterior Signs; installation of new or repair or replacement of awnings, canopies, or sunshades; painting or replace or repair exterior surface treatment; asphalt paving, replacement or repair of tiles or decorative pavers; sidewalk or courtyard repaving; repair or replacement of masonry walls or footings; outdoor lighting: installation of new exterior lighting fixtures or repair or replacement of existing exterior lighting fixtures; installation, repair or replacement of decorative or security fencing; replacement of plate glass windows; re-glazing of windows or change of window mullions with the approval of application by the City.

The City Council finds that the Program, as implemented in part through completion of the Project, will without limitation, stimulate commercial development within the City, increase jobs, decrease blight, and increase tax revenue to the City ("Public Benefits"). As additional Public Benefits, where feasible for Grantee when hiring contractors to perform work for the Project, Grantee shall use commercially reasonable, good faith efforts to hire contractors whose principal address is located within the City of Carson.

SECTION 2: WORK COMPLETION; PREVAILING WAGES

2.1 SCOPE OF WORK AND SCHEDULE OF PERFORMANCE

Grantee agrees that it shall utilize the Grant Funds to pay for those improvements specified in the Scope of Work attached hereto and incorporated herein as Exhibit "A," which is at times referred to herein as the "Project," in accordance with Grantee's completed application ("Application") on file at City Hall. No changes or additions to the Scope of Work will be permitted without prior written approval of the City's Contract Officer, and any changes made without the requisite approval will not be eligible for funding and will be deemed a material breach of this Agreement. All work toward such Project will be performed and completed (i) within the Project Guidelines, (ii) by a State licensed contractor within the time period(s) established in the "Schedule of Performance," attached hereto and incorporated herein as Exhibit "B," unless otherwise authorized by the City, and (iii) in accordance with approved construction documents, attached hereto and incorporated herein as Exhibit "C." Grantee agrees to allow the City or its agents access to buildings and the storefront improvements at the Property, when convenient for the Parties, for inspection of the Project work. Such inspections shall not replace any required permit inspections by the City's Building Inspectors. All work which is not in conformance with the approved plans, design drawings and specifications shall be immediately remedied by the Grantee at Grantee's sole expense and deficient or improper

work shall be replaced and made to comply with the approved plans, design drawings and specifications and the terms of the Agreement.

2.2 PREVAILING WAGES

Certain or all portions of the Project may be subject to prevailing wages under the Labor Code. More specifically, if the amount of the Grant Funds exceeds $1,000 and is 2% or more of the total cost of the Project, the below provisions will apply.

Grantee acknowledges that the construction and construction-related activities for the Project are subject to the California Prevailing Wage Law, and Grantee is required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations ("DIR") under Section 1720, *et seq*., of the California Labor Code for all covered work performed on the Project. The applicable prevailing rates are on file with, and open to inspection at, the office of the City Clerk and is referred to and made a part hereof. Due to the fact that Prevailing Wage Law applies to construction work performed for the Project, the Grantee's contractor(s) shall submit weekly certified payrolls of all workers employed on the construction of the Project to the City in a form acceptable to the City. Grantee acknowledges the possibility of wage increases during construction work performed for the Project and that Grantee and/or its contractor(s) shall be responsible for paying such increases. Grantee acknowledges that it is aware of and shall comply with, and that its contractor(s) shall be aware of and shall comply with, the following sections of the California Labor Code: (i) Section 1725.5 requiring that all contractors and subcontractors performing work on the Project be registered with, and pay an annual fee to, the DIR prior to and during the performance of any work towards the Project; (ii) Section 1775 prescribing penalties for failure to pay prevailing wage rates; (iii) Section 1776 requiring the making, keeping, and disclosing of detailed certified payroll records and prescribing penalties for failure to do so; (iv) Section 1777.5 prescribing the terms and conditions for employing registered apprentices; (v) Section 1810 providing that eight hours of labor shall constitute a day's work; and (vi) Section 1813 prescribing penalties for violations of the provisions concerning eight-hour work days and forty-hour work weeks. If Grantee violates the foregoing or any other Prevailing Wage Laws, Grantee shall be solely liable for the cost thereof and shall indemnify and hold the City harmless from any liability or penalties therefor. This Project will be developed and budgeted for assuming the payment of prevailing wages as needed.

2.3 PROJECT FUNDING

Grant Funds shall only be used to pay for the improvements as stipulated under the Scope of Work (Exhibit A) and in the time and manner specified under the Schedule of Performance (Exhibit B). It is incumbent upon the Grantee to ensure that Project is carried out in accordance with the Project's approved scope and timeline. Any deviation in the Scope of Work and/or Schedule of Performance must be approved by the City in advance and in writing. Work performed outside the specification of the Scope of Work and/or

outside the timeframe established under the Schedule of Performance are not eligible for Grant Funds.

SECTION 3: POST-CONSTRUCTION REQUIREMENTS; REIMBURSEMENT

Upon completion of the Project or each phase, if any, of the Project by Grantee, as provided in the Schedule of Performance, and upon final inspections for the Project and/or each phase of the Project by the City, the Grantee shall submit to the City the following properly executed and notarized forms: (i) Grantee's sworn statement showing the full cost of the work and each separate component amount due to its contractor(s) and each and every subcontractor involved in furnishing labor, materials or equipment in the work; (ii) proof of payment of the contract cost pursuant to Grantee's statement and final lien waivers from all contractors and subcontractors; and (iii) an invoice for payment of the Grand Funds. The City will endeavor to remit payment of the Grant Funds to Grantee within forty five (45) days after City's receipt of all required documentation. Failure by Grantee to submit all required documents or, to comply with the provisions of this Agreement, or complete all improvements in accordance with the approved plans and specifications in the time specified, will result in City not paying Grantee the Grant Funds.

SECTION 4: AUDITS; MISUSE OF FUNDS

City reserves the right to designate its own employee representative(s) or its contracted representative(s) with a Certified Public Accounting firm who shall have the right to audit Grantee's accounting procedures and internal controls of Grantee's financial systems as they relate to the Grant Funds and to examine any cost, revenue, payment, claim, other records or supporting documentation resulting from any items set forth in this Agreement. Any such audit(s) shall be undertaken by City or its representative(s) at mutually agreed upon reasonable times and in conformance with generally accepted auditing standards. Grantee agrees to fully cooperate with any such audit(s).

If the Grantee, or Grantee's designated contractor should utilize the funds for anything other than as stated in the Application, the City may thereupon recover the entire amount of the Grant Funds from Grantee and/or the subsequent operator of the Property, together with reasonable attorney fees and costs incurred in enforcing this provision. This provision shall **not** apply where the proposed changes are first reviewed and approved by the City. Approval shall not be unreasonably withheld to the extent the proposed changes are authorized in the Program Guidelines.

SECTION 5: REMEDIES FOR BREACH

In the event the Grantee or any subsequent operator breaches Sections 3 or 4 of this Agreement, in addition to all legal and equitable remedies available to the City, the City may thereupon deny any request(s) for reimbursement and/or recover the entire amount of the Grant Funds from the Grantee and/or the subsequent operator of the Property, together with reasonable attorney fees and costs incurred in enforcing this

provision.

SECTION 6: INSURANCE AND INDEMNIFICATION.

6.1 INDEMNIFICATION

To the maximum extent permitted by law, the Grantee hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of the Grantee's performance or work hereunder (including any of its officers, agents, employees, contractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, or any loss of business in connection with construction over the course of completion of the Project and damage to City property, or any construction defect that may arise from City-provided design services or the Project's compliance with City-recommended designs, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. The Grantee's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Grantee or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

Indemnitees do not and shall not waive any rights that they may possess against the Grantee because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.

The Grantee, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.

6.2 INSURANCE.

A. Without limiting Grantee's obligations to City under Section 6.1, and prior to commencement of any construction toward the Project, Grantee and all Grantee's contractors that will perform any work on the Project shall obtain, provide and maintain at their own expense during the term of this Agreement (at times extending beyond the term), policies of insurance of the types and amounts described below and in a form satisfactory to City.

(i) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). Grantee and all Grantee's contractors that will perform any work on the Project shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form ISO CGL CG 00 01 or equivalent, in an amount

not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(ii) Worker's Compensation Insurance. Grantee and all Grantee's contractors that will perform any work on the Project shall maintain 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 Grantee and such contractors 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 Grantee or its contractors in the course of carrying out the work contemplated in this Agreement.

(iii) Automotive Insurance. Grantee's contractors that will perform any work on the Project shall maintain ISO Form Number CA 00 01 covering any auto (Code 1), or if the Grantee has no owned autos, covering hired (Code 8), and non-owned autos (Code 9), with limit no less than $1,000,000 combined single limit for each accident for bodily injury and property damage.

(iv) Professional Liability. For any design professional retained by Grantee to prepare designs for the Project, professional liability insurance appropriate to such 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 obligations carried out under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of the professional services. During this additional 5-year period, Grantee shall annually and upon request of the City submit written evidence of this continuous coverage.

(v) Flood Insurance. If Grantee receives $50,000 or more from the City as Grant Funds and the Property is located in a FEMA designated high-risk area (zones A or V), Grantee shall maintain flood insurance in an amount not less than the total cost of the improvements specified in the Scope of Work.

(vi) Builder's Risk Insurance. Grantee 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. The City shall be included as a "loss payee" in the amount of the Grant Funds.

If the Grant Funds is less than $50,000, then at the option of City, an Installation Floater may be acceptable in lieu of Builder's Risk Insurance. 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.

B. General Insurance Requirements. Except for professional liability insurance and commercial general liability insurance maintained by Grantee, 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 the insured's insurance. The commercial general liability insurance maintained by Grantee's contractors shall also name Grantee as an additional insured. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended, cancelled or non-renewed 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 Grantee or Grantee's contractors shall, prior to the cancellation date, submit new evidence of insurance in conformance with this section to the Contract Officer. No work or services under this Agreement shall commence until the Grantee and its contractors have provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

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

SECTION 7: ADDITIONAL WORK

Nothing contained in this Agreement is intended to limit, restrict, or prohibit the Grantee from undertaking additional work in or about the subject premises, which is unrelated to the approved improvements provided for in this Agreement.

SECTION 8: TERM AND TERMINATION

8.1 TERM

This Agreement shall be binding upon the City and upon the Grantee and Grantee's successor(s) to the Property for a period of two (2) years after the Effective Date. It shall be the responsibility of the Grantee to inform subsequent owner(s)/lessee(s) of the Property of the provisions of this Agreement.

8.2. TERMINATION

The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Grantee, except that where termination is due to the fault of Grantee, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, Grantee 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) Grantee 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. Without limiting the generality of the foregoing, City may terminate this Agreement for cause where Grantee fails to cooperate or respond to communications from the City. In any such event, City may issue a 14-day notice requesting confirmation of continued participation in the Program and if Grantee does not respond within that period, the City may issue a termination letter which will serve as notice of termination of this Agreement.

SECTION 9: DESIGNS

Notwithstanding any provision of this Agreement, Grantee is responsible for obtaining applicable design review approvals, obtaining all required permits, and complying with all applicable laws and Program Guidelines. As part of the Program, City has offered Grantee complimentary design guidance services for the Project ("Design Guidance Services") and, unless Grantee indicates by checking the box below, Grantee agrees to utilize City's Design Guidance Services for the Project. Grantee utilizing the Program's complimentary design guidance are also subject to requirements of this section.

☐

By checking the box above, Grantee acknowledges that City has offered Grantee complimentary Design Guidance Services but Grantee has declined such services and instead, is electing to obtain its own licensed architect to prepare designs for the Project.

In so doing, Grantee understands and agrees that all designs prepared by Grantee's architect must comply with City's recommended designs for the Project.

SECTION 10: MISCELLANEOUS PROVISIONS

10.1 RECITALS.

All recitals in this Agreement are hereby incorporated into this Agreement as if set forth fully herein.

10.2 COVENANT AGAINST DISCRIMINATION.

Grantee covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that in the performance of this Agreement, there shall be no discrimination against or segregation of any person or group of persons on account of race, religious creed, color, gender, national origin, ancestry, physical disability, mental disability, medical condition, pregnancy, marital status, age, sexual orientation, or any other basis pertaining to a protected characteristic under applicable federal, state, or local law.

10.3 CONFLICTS OF INTEREST.

Grantee, its agents and employees shall comply with applicable federal, state, and local laws and regulations governing conflict of interest. Grantee covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that may be affected by its obligations to perform under this Agreement, or that would conflict in any manner with its obligations hereunder. Grantee further covenants that, in performing this Agreement, no person having any such interest shall be employed by it. Furthermore, Grantee shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this agreement. Grantee agrees not to accept any employment or representation during the term of this Agreement that is or may likely make Grantee "financially interested" (as provided in California Government Code Sections 1090 and 87100) in any decision made by City on any manner in connection with which Grantee has been retained pursuant to this Agreement.

10.4 WARRANTY AND REPRESENTATION OF NON-COLLUSION.

City hereby warrants and represents that no official, officer, or employee of the City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of the 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 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 interest found to be "remote" or "non interest" pursuant to California Government Code Sections 1091 and 1091.5. Grantee hereby 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 or consequence of obtaining or being awarded any agreement. Grantee is aware of and understands that any such act(s), omission(s), or other conduct resulting in the payment of money, consideration, or other thing of value will render this Agreement void and of no force and effect.

Grantee Representative Initials _____

10.5 PROHIBITED AND PERMITTED USE OF FUNDS.

Grantee acknowledges and understands that it is prohibited from using the Grant Funds for any purpose that is not permitted under the Program Guidelines. Grantee agrees to use Grant Funds only for the purpose stated in Grantee's application and for the purpose of completion of the Project.

10.6 FALSE STATEMENTS.

Grantee understands that making false statements or claims in connection with this Agreement is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

10.7 NOTICES.

All notices, demands, invoices, and communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

To City:
City of Carson
701 East Carson Street
Carson, CA 90745
Attn: James Nguyen, Special Projects Manager
Email: jnguyen@carsonca.gov

To Grantee:
Ding Tea Carson
114 W Carson St.
Carson, CA 90745
Attn: Wai Vong
Email:dingteacarson@gmail.com

10.8 SEVERABILITY.

Any provision of this Agreement that is found invalid or unenforceable shall be

deemed severed and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.

10.9 CORPORATE AUTHORITY.

The persons executing this Agreement on behalf of the Parties warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this 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.

10.10 GRANTEE REPRESENTATIVE AND CITY'S CONTRACT OFFICER.

The following principal(s) and/or representative(s) of Grantee is/are hereby designated as the person(s) authorized to act on Grantee's behalf with respect to this Agreement and to make all decisions in connection herewith:

Wai Vong, Grantee, Ding Tea Carson

James Nguyen, Special Projects Manager, or such person as may be designated by the City Manager, is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and Project specified herein and to make all decisions in connection therewith ("Contract Officer").

10.11 WAIVER.

The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

10.12 GOVERNING LAW AND VENUE.

This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.

10.13 INTERPRETATION.

Grantee acknowledges that it has had ample opportunity seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.

10.14 TIME OF ESSENCE.

Time is of the essence of this Agreement.

10.15 THIRD PARTIES.

Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."

10.16 NON-LIABILITY OF OFFICIALS AND EMPLOYEES OF THE CITY.

No official or employee of the City shall be personally liable for any default or liability under this Agreement.

10.17 COUNTERPARTS AND SIGNATURES.

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, will be deemed to constitute one and the same agreement. The facsimile, email or other electronically delivered signatures of the Parties shall be deemed to constitute original signatures.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written.

CITY:

CITY OF CARSON, a California charter city

_____
David C. Roberts, Jr., City Manager

ATTEST:

_____
Dr. Khaleah R. Bradshaw, City Clerk

APPROVED AS TO FORM:
Aleshire & Wynder, LLP

_____
Sunny K. Soltani, City Attorney

GRANTEE:

Wai Vong, Grantee, Ding Tea Carson

_____
Name:

_____
Title:

***Two corporate officer signatures required when Grantee 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. GRANTEE'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.

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

SIGNER IS REPRESENTING:

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

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- ☐ OTHER_____

_____

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(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

CONSENT OF OWNER

Owner, _____, a _____, represents and warrants that is it the owner of the property located at _____, Carson, California, and is currently leasing said property to _____ ("Grantee"). Owner hereby grants its consent to the terms and conditions of this Agreement.

_____

_____
Name:

_____
Title:

_____
Name:

_____
Title:

***Two corporate officer signatures required when Owner 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. OWNER'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.**

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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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- ☐ CORPORATE OFFICER

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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

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TITLE OR TYPE OF DOCUMENT

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SIGNER(S) OTHER THAN NAMED ABOVE

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

WITNESS my hand and official seal.

Signature: _____

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- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

_____

SIGNER IS REPRESENTING:

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

_____

_____

__

DESCRIPTION OF ATTACHED DOCUMENT

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TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF WORK

Commercial Façade Improvement Program

Name: Ding Tea Carson	Tel. No.:
Address: 114 W Carson St	Date: March 2026

All work is to be done per City of Carson building, planning, and public works codes after submission of all applicable contractor's licenses to the City's Contract Officer. In order to establish standards of quality, the detailed specifications may refer to a certain product by name and/or from a major manufacturer. This procedure is not to be construed as eliminating from competition of other product of equal or better quality by other manufacturers. The Grantee shall furnish a list of proposed desired substitutions prior to signing of the contract. All items listed on work write-up, unless otherwise specified, shall include all finish work, including all trim hardware, patching, and finish painting and/or staining. All overhead and profit should be included in each line item. Use of lead-based paint is prohibited. Removal or work on asbestos and lead containing materials is subject to applicable federal, state, and local regulations.

Any questions regarding this project, the plans, and specifications should be submitted to Jacob Collins, Assistant Planner (Project Planner), at jcollins@carsonca.gov or 310-952-1700 ext. 1327.

WORK DESCRIPTION AND STANDARD SPECIFICATIONS

1. Removal and replacement of all storefront metal with standard size double door.
2. Clear tempered glass installed into opening with graffiti film on exterior with black silicone used to seal.

Estimated Cost Summary

Item	**Cost Range**
Storefront Metal & Doors Replacement 4x 1 ¾' Clear Anodized	$8,300
3 Vertical Mullion, 1 Horizontal Mullion, 1 Bottom Sill, 1 Head Can, Threshold & Standard Size 72x84 Double Doors Narrow Stile Frame- 10" kickplate	
72 x 24 ¼" Clear Tempered Glass	$165
50 x 24 ¼" Clear Tempered Glass	$165
50 x 80 ¼" Clear Tempered Glass	$375
30 x 70 ¼" Clear Tempered Glass	$470
Labor includes on-site measurement, professional installation, and removal of all job related debris	$2500
Clear Graffiti Film on Exterior of all pieces of glass	$760
Total	**$12,735**

NOTE:

Grantee must obtain and pay for City of Carson building permits, business license, and inspections.

All work shall include the protection of building as well as maintaining the premises clean at all times.

All debris resulting from any work conducted in connection with this contract shall be the property of the Grantee, who is responsible for its timely removal and lawful disposal. Work site shall be maintained in a clean and orderly manner, and upon completion, property shall be left in a "broom clean" condition.

EXHIBIT "B"
SCHEDULE OF PERFORMANCE

PERMITS: Before commencement of any Project work, Grantee shall obtain any and all permits and approvals which may be required by the City or any other governmental agency with jurisdiction. Execution of this Agreement by City shall not be construed as any commitment by City to issue any permits and Grantee must obtain all permits pursuant to the City's standard process and requirements.

COMMENCEMENT OF PROJECT WORK: Grantee agrees that the Project work shall not commence until all permits are issued and City has issued a Notice to Proceed and delivered same to Grantee ("Notice to Proceed"). **Grantee agrees that the City will not be responsible to reimburse Grantee for any funds the Grantee may advance to the contractor prior to the issuance of the Notice to Proceed**. Grantee agrees that materials purchased, work commenced, or construction agreements signed prior to the Notice to Proceed are solely Grantee's responsibility and are not eligible for reimbursement under this Agreement.

CONSTRUCTION SCHEDULE: The Project work shall commence not later than ten (10) days after the City issues the Notice to Proceed to Grantee, and shall be completed within ninety (90) days thereafter except as stated otherwise or as mutually agreed in writing by Grantee and City. The Project work shall be deemed complete upon written notification specifying that the Project work has been completed issued by the Citywide Façade Improvement Program manager or designee and delivered to Grantee.

When requested by the Grantee, extensions to the time period(s) may be approved in writing by the Contract Officer but not exceeding one hundred (180) days cumulatively.

EXHIBIT "C"

APPROVED CONSTRUCTION DOCUMENTS

[TO BE INSERTED SEPARATELY]

FAÇADE IMPROVEMENT PROGRAM GRANT AGREEMENT

[ECONOMIC DEVELOPMENT BENEFIT AGREEMENT]

This Façade Improvement Program Grant Agreement ("Agreement") is entered into effective _____, 202__ ("Effective Date"), by and between the CITY OF CARSON, a charter city and municipal corporation (the "City"), on the one hand, and Home Service Unlimited, Inc DBA Land-Lord Management, a C Corporation ("Grantee"), owner of property or renter or lessee of property with the property owner's consent located at 21839-21855 S Avalon Blvd, Carson, California, 90745 ("Property"), on the other hand. The parties hereto are collectively referred to as the "Parties."

RECITALS

WHEREAS, on June 21, 2022, the City passed Resolution No. 22-131 which established a Citywide Commercial Facade Improvement Program (the "Program") pursuant to the adopted Carson Façade Improvement Program Guidelines ("Program Guidelines") for the public purpose of encouraging the improvement, stimulation and revitalization of the exterior facades of existing commercial buildings in various commercial corridors such as along Avalon Boulevard, Main Street, Sepulveda Boulevard, Carson Street, and Figueroa Street.

WHEREAS, the Program is administered by the City and funded by City's General Fund pursuant to an authorized allocation of $1,000,000 made by the City Council during its meeting of June 21, 2022.

WHEREAS, on November 6, 2018, City's voters approved a new Charter for the City which included a comprehensive set of economic development incentives and programs to promote the development of the City of Carson given the unique environmental constraints, to create jobs and to preserve the sound fiscal basis of City. City has determined that under the Charter, City has broad economic development powers to enact measures, to enter into agreements, and to loan, grant, fund, or finance projects which will provide public benefit and protect the public health, safety and welfare of the community, which programs may be carried out singly or in combination in a manner to promote the economic development objectives set forth in Section 206 of the Charter, which specifically allows for the use of "Tax and Assistance Agreements" for sales taxes, transient occupancy taxes, utility taxes or other taxes to be shared with the generator, and rebates or waivers of franchise fees, business license fees, development impact fees, or other revenue sources, or any other economic development subsidy, after a public hearing identifying the amount and terms of such assistance and the justification for such assistance.

WHEREAS, the incentives provided in this Agreement are intended by the City to be consistent with and promote the purposes of Section 206 of the Charter by City providing a grant to Grantee for the purpose of, without limitation, stimulating commercial

development within the City, increasing jobs, decreasing blight, and increasing tax revenue to the City. This Agreement constitutes a "Tax and Assistance Agreement" for purposes of Section 206 of the Charter and has been approved by the City Council following all legally required notices and hearings.

WHEREAS, the Property is a commercial business located within the geographical limits contemplated under the Program and is eligible for participation in the Program.

WHEREAS, the City created the Program in order to grant to commercial businesses funds of (1) up to $2,500 of unmatched funds or (2) a maximum of $25,000 of funds so long as applicant matches City funds with a $22,500 private contribution (for non multi-tenant centers). The grant increases on a dollar-for-dollar basis over $2,500, up to the $25,000 cap. For multi-tenant centers, the maximum grant is $250,000 based on a total expenditure of no less than $497,500.

WHEREAS, below is a table that illustrates various scenarios of funding contributions between City and a grant recipient:

Grantee Expenses (Total Project Costs)	City Contribution (Reimbursement)	Grantee Out-of-Pocket (After reimbursement)
$2,500	$2,500	$0
$5,000	$3,750	$1,250
$10,000	$6,250	$3,750
$22,500	$12,500	$10,000
$47,500	$25,000 (cap for non multi-tenant)	$22,500
$497,500 (multi-tenant)	$250,000 (cap for multi-tenant)	$247,500

WHEREAS, Section 206 of the Carson Charter is consistent with Government Code Section 53083 which authorizes local agencies to provide economic development subsidies in the amount $100,000 or more where the local agency provides written notice through its website concerning the economic development subsidy and the information required under subsection (a) therein.

WHEREAS, the City intends to provide Grantee a grant in the amount of $100,000 or more thereby subjecting such grant to the provisions of Government Code Section 53083.

WHEREAS, on _____, 2026, the City Council held a public hearing, duly noticed pursuant to Government Code Section 53803 and published on the City's website, including the information required by Section 53083, considered all written documentation and testimony provided at the hearing and closed the public hearing regarding City's provision of the grant as contemplated herein and approval of this Agreement.

WHEREAS, this Agreement has been reviewed by City with respect to applicability of the California Environmental Quality Act **(**"CEQA"**)**, the State CEQA

Guidelines (California Code of Regulations, Title 14, §§ 15000 *et seq*., hereafter the "CEQA Guidelines"), and any applicable local CEQA policies and procedures and City has determined that this Agreement is not a "project" for purposes of CEQA, as that term is defined by CEQA Guidelines section 15378, because City has determined, in its discretion and based on substantial evidence, that this Agreement presents no potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment, or alternatively, even if it did constitute a project, it would be exempt pursuant to Section 15301 of the CEQA Guidelines (Class 1 exemption for minor alteration of existing public or private structures involving negligible or no expansion of existing use).

WHEREAS, in accordance with the City's Charter powers and Government Code Section 53083, the City Council wishes to enter into this Agreement with Grantee to provide a grant in order to further the objectives of the Program, it being understood that Section 206 of the Charter allows the City to pursue economic development to the maximum degree permitted by the California Constitution.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, agreements and conditions contained herein, and upon acknowledgement of each of the Parties of the receipt of valuable consideration, it is agreed as follows:

SECTION 1: GRANT FUNDING; PUBLIC BENEFITS

The City agrees to disburse to Grantee an amount not to exceed $250,000 ("Grant Funds") to allow Grantee to pay eligible costs associated with construction of the Project (as defined below), on a reimbursement basis after Grantee completes the Project or each Project phase, as may be applicable, and submits the documentation required in Section 3 of this Agreement. Grantee shall contribute a total of at least $497,500 or ($247,500 after reimbursement) towards completion of the Project.

Under the Program Guidelines, City funds are eligible for uses including: installation of new or repair or replacement of Exterior Signs; installation of new or repair or replacement of awnings, canopies, or sunshades; painting or replace or repair exterior surface treatment; asphalt paving, replacement or repair of tiles or decorative pavers; sidewalk or courtyard repaving; repair or replacement of masonry walls or footings; outdoor lighting: installation of new exterior lighting fixtures or repair or replacement of existing exterior lighting fixtures; installation, repair or replacement of decorative or security fencing; replacement of plate glass windows; re-glazing of windows or change of window mullions with the approval of application by the City.

The City Council finds that the Program, as implemented in part through completion of the Project, will without limitation, stimulate commercial development within the City, increase jobs, decrease blight, and increase tax revenue to the City ("Public Benefits"). As additional Public Benefits, where feasible for Grantee when hiring

contractors to perform work for the Project, Grantee shall use commercially reasonable, good faith efforts to hire contractors whose principal address is located within the City of Carson.

SECTION 2: WORK COMPLETION; PREVAILING WAGES

2.1 SCOPE OF WORK AND SCHEDULE OF PERFORMANCE

Grantee agrees that it shall utilize the Grant Funds to pay for those improvements specified in the Scope of Work attached hereto and incorporated herein as Exhibit "A," which is at times referred to herein as the "Project," in accordance with Grantee's completed application ("Application") on file at City Hall. No changes or additions to the Scope of Work will be permitted without prior written approval of the City's Contract Officer, and any changes made without the requisite approval will not be eligible for funding and will be deemed a material breach of this Agreement. All work toward such Project will be performed and completed (i) within the Project Guidelines, (ii) by a State licensed contractor within the time period(s) established in the "Schedule of Performance," attached hereto and incorporated herein as Exhibit "B," unless otherwise authorized by the City, and (iii) in accordance with approved construction documents, attached hereto and incorporated herein as Exhibit "C." Grantee agrees to allow the City or its agents access to buildings and the storefront improvements at the Property, when convenient for the Parties, for inspection of the Project work. Such inspections shall not replace any required permit inspections by the City's Building Inspectors. All work which is not in conformance with the approved plans, design drawings and specifications shall be immediately remedied by the Grantee at Grantee's sole expense and deficient or improper work shall be replaced and made to comply with the approved plans, design drawings and specifications and the terms of the Agreement.

2.2 PREVAILING WAGES

Certain or all portions of the Project may be subject to prevailing wages under the Labor Code. More specifically, if the amount of the Grant Funds exceeds $1,000 and is 2% or more of the total cost of the Project, the below provisions will apply.

Grantee acknowledges that the construction and construction-related activities for the Project are subject to the California Prevailing Wage Law, and Grantee is required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations ("DIR") under Section 1720, *et seq*., of the California Labor Code for all covered work performed on the Project. The applicable prevailing rates are on file with, and open to inspection at, the office of the City Clerk and is referred to and made a part hereof. Due to the fact that Prevailing Wage Law applies to construction work performed for the Project, the Grantee's contractor(s) shall submit weekly certified payrolls of all workers employed on the construction of the Project to the City in a form acceptable to the City. Grantee acknowledges the possibility of wage increases during construction work performed for the Project and that Grantee and/or its contractor(s) shall be responsible for paying such

increases. Grantee acknowledges that it is aware of and shall comply with, and that its contractor(s) shall be aware of and shall comply with, the following sections of the California Labor Code: (i) Section 1725.5 requiring that all contractors and subcontractors performing work on the Project be registered with, and pay an annual fee to, the DIR prior to and during the performance of any work towards the Project; (ii) Section 1775 prescribing penalties for failure to pay prevailing wage rates; (iii) Section 1776 requiring the making, keeping, and disclosing of detailed certified payroll records and prescribing penalties for failure to do so; (iv) Section 1777.5 prescribing the terms and conditions for employing registered apprentices; (v) Section 1810 providing that eight hours of labor shall constitute a day's work; and (vi) Section 1813 prescribing penalties for violations of the provisions concerning eight-hour work days and forty-hour work weeks. If Grantee violates the foregoing or any other Prevailing Wage Laws, Grantee shall be solely liable for the cost thereof and shall indemnify and hold the City harmless from any liability or penalties therefor. This Project will be developed and budgeted for assuming the payment of prevailing wages as needed.

2.3 PROJECT FUNDING

Grant Funds shall only be used to pay for the improvements as stipulated under the Scope of Work (Exhibit A) and in the time and manner specified under the Schedule of Performance (Exhibit B). It is incumbent upon the Grantee to ensure that Project is carried out in accordance with the Project's approved scope and timeline. Any deviation in the Scope of Work and/or Schedule of Performance must be approved by the City in advance and in writing. Work performed outside the specification of the Scope of Work and/or outside the timeframe established under the Schedule of Performance are not eligible for Grant Funds.

SECTION 3: POST-CONSTRUCTION REQUIREMENTS; REIMBURSEMENT

Upon completion of the Project or each phase, if any, of the Project by Grantee, as provided in the Schedule of Performance, and upon final inspections for the Project and/or each phase of the Project by the City, the Grantee shall submit to the City the following properly executed and notarized forms: (i) Grantee's sworn statement showing the full cost of the work and each separate component amount due to its contractor(s) and each and every subcontractor involved in furnishing labor, materials or equipment in the work; (ii) proof of payment of the contract cost pursuant to Grantee's statement and final lien waivers from all contractors and subcontractors; and (iii) an invoice for payment of the Grand Funds. The City will endeavor to remit payment of the Grant Funds to Grantee within forty five (45) days after City's receipt of all required documentation. Failure by Grantee to submit all required documents or, to comply with the provisions of this Agreement, or complete all improvements in accordance with the approved plans and specifications in the time specified, will result in City not paying Grantee the Grant Funds.

SECTION 4: AUDITS; MISUSE OF FUNDS

City reserves the right to designate its own employee representative(s) or its

contracted representative(s) with a Certified Public Accounting firm who shall have the right to audit Grantee's accounting procedures and internal controls of Grantee's financial systems as they relate to the Grant Funds and to examine any cost, revenue, payment, claim, other records or supporting documentation resulting from any items set forth in this Agreement. Any such audit(s) shall be undertaken by City or its representative(s) at mutually agreed upon reasonable times and in conformance with generally accepted auditing standards. Grantee agrees to fully cooperate with any such audit(s).

If the Grantee, or Grantee's designated contractor should utilize the funds for anything other than as stated in the Application, the City may thereupon recover the entire amount of the Grant Funds from Grantee and/or the subsequent operator of the Property, together with reasonable attorney fees and costs incurred in enforcing this provision. This provision shall **not** apply where the proposed changes are first reviewed and approved by the City. Approval shall not be unreasonably withheld to the extent the proposed changes are authorized in the Program Guidelines.

SECTION 5: REMEDIES FOR BREACH

In the event the Grantee or any subsequent operator breaches Sections 3 or 4 of this Agreement, in addition to all legal and equitable remedies available to the City, the City may thereupon deny any request(s) for reimbursement and/or recover the entire amount of the Grant Funds from the Grantee and/or the subsequent operator of the Property, together with reasonable attorney fees and costs incurred in enforcing this provision.

SECTION 6: INSURANCE AND INDEMNIFICATION.

6.1 INDEMNIFICATION

To the maximum extent permitted by law, the Grantee hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of the Grantee's performance or work hereunder (including any of its officers, agents, employees, contractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, or any loss of business in connection with construction over the course of completion of the Project and damage to City property, or any construction defect that may arise from City-provided design services or the Project's compliance with City-recommended designs, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. The Grantee's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Grantee or Indemnitees.

This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

Indemnitees do not and shall not waive any rights that they may possess against the Grantee because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.

The Grantee, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.

6.2 INSURANCE.

A. Without limiting Grantee's obligations to City under Section 6.1, and prior to commencement of any construction toward the Project, Grantee and all Grantee's contractors that will perform any work on the Project shall obtain, provide and maintain at their own expense during the term of this Agreement (at times extending beyond the term), policies of insurance of the types and amounts described below and in a form satisfactory to City.

(i) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). Grantee and all Grantee's contractors that will perform any work on the Project shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form ISO CGL CG 00 01 or equivalent, in an amount not less than $2,000,000 per occurrence, $4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(ii) Worker's Compensation Insurance. Grantee and all Grantee's contractors that will perform any work on the Project shall maintain 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 Grantee and such contractors 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 Grantee or its contractors in the course of carrying out the work contemplated in this Agreement.

(iii) Automotive Insurance. Grantee's contractors that will perform any work on the Project shall maintain ISO Form Number CA 00 01 covering any auto (Code 1), or if the Grantee has no owned autos, covering hired (Code 8), and non-owned autos (Code 9), with limit no less than $1,000,000 combined single limit for each accident for bodily injury and property damage.

(iv) Professional Liability. For any design professional retained by Grantee to prepare designs for the Project, professional liability insurance appropriate to such 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 obligations carried out under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of the professional services. During this additional 5-year period, Grantee shall annually and upon request of the City submit written evidence of this continuous coverage.

(v) Flood Insurance. If Grantee receives $50,000 or more from the City as Grant Funds and the Property is located in a FEMA designated high-risk area (zones A or V), Grantee shall maintain flood insurance in an amount not less than the total cost of the improvements specified in the Scope of Work.

(vi) Builder's Risk Insurance. Grantee 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. The City shall be included as a "loss payee" in the amount of the Grant Funds.

If the Grant Funds is less than $50,000, then at the option of City, an Installation Floater may be acceptable in lieu of Builder's Risk Insurance. 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.

B. General Insurance Requirements. Except for professional liability insurance and commercial general liability insurance maintained by Grantee, 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 the insured's insurance. The commercial general liability insurance maintained by Grantee's contractors shall also name Grantee as an additional insured. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. The

insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended, cancelled or non-renewed 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 Grantee or Grantee's contractors shall, prior to the cancellation date, submit new evidence of insurance in conformance with this section to the Contract Officer. No work or services under this Agreement shall commence until the Grantee and its contractors have provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

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

SECTION 7: ADDITIONAL WORK

Nothing contained in this Agreement is intended to limit, restrict, or prohibit the Grantee from undertaking additional work in or about the subject premises, which is unrelated to the approved improvements provided for in this Agreement.

SECTION 8: TERM AND TERMINATION

8.1 TERM

This Agreement shall be binding upon the City and upon the Grantee and Grantee's successor(s) to the Property for a period of two (2) years after the Effective Date. It shall be the responsibility of the Grantee to inform subsequent owner(s)/lessee(s) of the Property of the provisions of this Agreement.

8.2 TERMINATION

The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Grantee, except that where termination is due to the fault of Grantee, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, Grantee 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) Grantee 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. Without limiting the generality of the foregoing, City may terminate this Agreement for cause where Grantee fails to cooperate or respond to communications from the City. In any such event, City may issue a 14-day notice requesting confirmation of continued participation in the Program and if Grantee does not respond within that period, the City may issue a termination letter which will serve as notice of termination of this Agreement.

SECTION 9: DESIGNS

Notwithstanding any provision of this Agreement, Grantee is responsible for obtaining applicable design review approvals, obtaining all required permits, and complying with all applicable laws and Program Guidelines. As part of the Program, City has offered Grantee complimentary design guidance services for the Project ("Design Guidance Services") and, unless Grantee indicates by checking the box below, Grantee agrees to utilize City's Design Guidance Services for the Project. Grantee utilizing the Program's complimentary design guidance are also subject to requirements of this section.

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By checking the box above, Grantee acknowledges that City has offered Grantee complimentary Design Guidance Services but Grantee has declined such services and instead, is electing to obtain its own licensed architect to prepare designs for the Project. In so doing, Grantee understands and agrees that all designs prepared by Grantee's architect must comply with City's recommended designs for the Project.

SECTION 10: MISCELLANEOUS PROVISIONS

10.1 RECITALS.

All recitals in this Agreement are hereby incorporated into this Agreement as if set forth fully herein.

10.2 COVENANT AGAINST DISCRIMINATION.

Grantee covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that in the performance of this Agreement, there shall be no discrimination against or segregation of any person or group of persons on account of race, religious creed, color, gender, national origin, ancestry, physical disability, mental disability, medical condition, pregnancy, marital status, age, sexual orientation, or any other basis pertaining to a protected characteristic under applicable federal, state, or local law.

10.3 CONFLICTS OF INTEREST.

Grantee, its agents and employees shall comply with applicable federal, state, and local laws and regulations governing conflict of interest. Grantee covenants that it

presently has no interest and shall not acquire any interest, direct or indirect, that may be affected by its obligations to perform under this Agreement, or that would conflict in any manner with its obligations hereunder. Grantee further covenants that, in performing this Agreement, no person having any such interest shall be employed by it. Furthermore, Grantee shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this agreement. Grantee agrees not to accept any employment or representation during the term of this Agreement that is or may likely make Grantee "financially interested" (as provided in California Government Code Sections 1090 and 87100) in any decision made by City on any manner in connection with which Grantee has been retained pursuant to this Agreement.

10.4 WARRANTY AND REPRESENTATION OF NON-COLLUSION.

City hereby warrants and represents that no official, officer, or employee of the City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of the 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 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 interest found to be "remote" or "non interest" pursuant to California Government Code Sections 1091 and 1091.5. Grantee hereby 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 or consequence of obtaining or being awarded any agreement. Grantee is aware of and understands that any such act(s), omission(s), or other conduct resulting in the payment of money, consideration, or other thing of value will render this Agreement void and of no force and effect.

Grantee Representative Initials _____

10.5 PROHIBITED AND PERMITTED USE OF FUNDS.

Grantee acknowledges and understands that it is prohibited from using the Grant Funds for any purpose that is not permitted under the Program Guidelines. Grantee agrees to use Grant Funds only for the purpose stated in Grantee's application and for the purpose of completion of the Project.

10.6 FALSE STATEMENTS.

Grantee understands that making false statements or claims in connection with this Agreement is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

10.7 NOTICES.

All notices, demands, invoices, and communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

To City:
City of Carson
701 East Carson Street
Carson, CA 90745
Attn: James Nguyen, Special Projects Manager
Email: jnguyen@carsonca.gov

To Grantee:
Home Service Unlimited, Inc.
DBA Land-Lord Management
6888 Lincoln Ave., #A
Buena Park, CA 90620
Attn: Francis C. Hsu
Email:drfrancis3888@gmail.com

10.8 SEVERABILITY.

Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.

10.9 CORPORATE AUTHORITY.

The persons executing this Agreement on behalf of the Parties warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this 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.

10.10 GRANTEE REPRESENTATIVE AND CITY'S CONTRACT OFFICER.

The following principal(s) and/or representative(s) of Grantee is/are hereby designated as the person(s) authorized to act on Grantee's behalf with respect to this Agreement and to make all decisions in connection herewith:

Francis C. Hsu, Grantee, Home Service Unlimited, Inc. DBA Land-Lord Management

James Nguyen, Special Projects Manager, or such person as may be designated by the City Manager, is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and Project specified herein and to make all decisions in connection therewith ("Contract Officer").

10.11 WAIVER.

The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

10.12 GOVERNING LAW AND VENUE.

This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.

10.13 INTERPRETATION.

Grantee acknowledges that it has had ample opportunity seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.

10.14 TIME OF ESSENCE.

Time is of the essence of this Agreement.

10.15 THIRD PARTIES.

Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."

10.16 NON-LIABILITY OF OFFICIALS AND EMPLOYEES OF THE CITY.

No official or employee of the City shall be personally liable for any default or liability under this Agreement.

10.17 COUNTERPARTS AND SIGNATURES.

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, will be deemed to constitute one and the same agreement. The facsimile, email or other electronically delivered signatures of the Parties shall be deemed to constitute original signatures.

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WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written.

CITY:

CITY OF CARSON, a California charter city

_____
David C. Roberts, Jr., City Manager

ATTEST:

_____
Dr. Khaleah R. Bradshaw, City Clerk

APPROVED AS TO FORM:
Aleshire & Wynder, LLP

_____
Sunny K. Soltani, City Attorney

GRANTEE:

FRANCIS C. HSU, GRANTEE, HOME SERVICE UNLIMITED, INC. DBA LAND-LORD MANAGEMENT

_____
Name:

_____
Title:

***Two corporate officer signatures required when Grantee 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. GRANTEE'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.

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

SIGNER IS REPRESENTING:

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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SIGNER(S) OTHER THAN NAMED ABOVE

CONSENT OF OWNER

Owner, _____, a _____, represents and warrants that is it the owner of the property located at _____, Carson, California, and is currently leasing said property to _____ ("Grantee"). Owner hereby grants its consent to the terms and conditions of this Agreement.

_____
Name:

_____
Title:

***Two corporate officer signatures required when Owner 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. OWNER'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

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SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF WORK

Commercial Façade Improvement Program

Name: 219th Property	Tel. No.:
Address:21839-21855 S Avalon Blvd	Date: March 2026

All work is to be done per City of Carson building, planning, and public works codes after submission of all applicable contractor's licenses to the City's Contract Officer. In order to establish standards of quality, the detailed specifications may refer to a certain product by name and/or from a major manufacturer. This procedure is not to be construed as eliminating from competition of other product of equal or better quality by other manufacturers. The Grantee shall furnish a list of proposed desired substitutions prior to signing of the contract. All items listed on work write-up, unless otherwise specified, shall include all finish work, including all trim hardware, patching, and finish painting and/or staining. All overhead and profit should be included in each line item. Use of lead-based paint is prohibited. Removal or work on asbestos and lead containing materials is subject to applicable federal, state, and local regulations.

Any questions regarding this project, the plans, and specifications should be submitted to Richard Garcia, Assistant Planner (Project Planner), at rgarcia@carsonca.gov or 310-952-1700 ext. 1323.

WORK DESCRIPTION AND STANDARD SPECIFICATIONS

Description	QTY	UNIT PRICE	TOTAL PRICE Option#1	TOTAL PRICE Option#2
Building #1				
Demo & Hauling	1	7000	7000	7000
Clean prep and paint existing doors to match SW 0032 Needlepoint Navy	15	250	3750	3750
Remove & Replace existing window & wainscot trim. Paint to match SW6990 Caviar	28	500	14000	14000
New back- lit channel letter signs	23	1500	34500	34500
LANDSCAPE (CITY OF CARSON COMPLIANT)				0
Removal & Clean	1	2000	2000	2000
A. Add California Western Redbud tree	1	200	200	200
B. Refreshed Landscape to be drought tolerant trees, succulents, cacti & ground cover EA Planter	100	15	1500	1500
Irrigation adjustments	1	10000	10000	10000
New monument sign with tenant directory. (10'-6"Wx7'-6"H)	1	5000	5000	5000
Replace paneling below windows with composite wood cladding. NewTech Wood-Peruvian Teak	112	30	3360	3360
Remove existing finish above windows and doors. Replace with composite wood cladding. NewTech Wood-Peruvian Teak	1500	60	90000	90000
Remove existing finish below the Tenant signs and replace with new corrugated metal & trim. Finished to match SW 6990 Caviar	1100	40	44000	44000
Refreshed Stucco:	1		0	0
Option 1: Patch Repair & Paint to match SW9109 Natural Linen	6100	5	0	30500
Option 2: BB blast and resurface top coat with fine sand finish stucco with integral color	6100	10	61000	0
Trim Existing Tree	1	200	200	200
Gooseneck light	1	1000	1000	1000
vertical front-lit tenant directory	1	1500	1500	1500
Clean prep and paint the handrail with Rust-Oleum black	103	25	2575	2575
Remove brick, new concrete landing	14	25	350	350
Building #2				
Demo & Hauling	1	5000	5000	5000
Clean prep and paint existing doors to match SW 0032 Needlepoint Navy	12	250	3000	3000
Remove & Replace existing window & wainscot trim. Paint to match SW6990 Caviar	14	500	7000	7000
New back- lit channel letter signs	12	1500	18000	18000
Replace existing garage doors with matching roll-up doors	12	2000	24000	24000
New metal awnings over entrances and windows	3	7000	21000	21000
Replace paneling below windows with composite wood cladding. NewTech Wood-Peruvian Teak	1200	60	72000	72000
Remove existing finish above windows and doors. Replace with composite wood cladding. NewTech Wood-Peruvian Teak	14	540	7560	7560
Remove existing finish and replace with new corrugated metal & trim. Finished to match SW 6990 Caviar	2400	40	96000	96000
Refreshed Stucco:				
Option 1: Patch Repair & Paint to match SW9109 Natural Linen	5400	5	0	27000
Option 2: BB blast and resurface top coat with fine sand finish stucco with integral color	5400	10	54000	0
Gooseneck light	1	1000	1000	1000
vertical front-lit tenant directory	1	1500	1500	1500
		Sub Total	591995	534495
		Hauling debris and cleaning	5000	5000
		Overhead & Management fees	119399	107899
		Total $	716394	647394

Estimated Project Total; Option #1 716,394
Option #2 647,394

NOTE:

Grantee must obtain and pay for City of Carson building permits, business license, and inspections.

All work shall include the protection of building as well as maintaining the premises clean at all times.

All debris resulting from any work conducted in connection with this contract shall be the property of the Grantee, who is responsible for its timely removal and lawful disposal. Work site shall be maintained in a clean and orderly manner, and upon completion, property shall be left in a "broom clean" condition.

EXHIBIT "B"
SCHEDULE OF PERFORMANCE

PERMITS: Before commencement of any Project work, Grantee shall obtain any and all permits and approvals which may be required by the City or any other governmental agency with jurisdiction. Execution of this Agreement by City shall not be construed as any commitment by City to issue any permits and Grantee must obtain all permits pursuant to the City's standard process and requirements.

COMMENCEMENT OF PROJECT WORK: Grantee agrees that the Project work shall not commence until all permits are issued and City has issued a Notice to Proceed and delivered same to Grantee ("Notice to Proceed"). **Grantee agrees that the City will not be responsible to reimburse Grantee for any funds the Grantee may advance to the contractor prior to the issuance of the Notice to Proceed**. Grantee agrees that materials purchased, work commenced, or construction agreements signed prior to the Notice to Proceed are solely Grantee's responsibility and are not eligible for reimbursement under this Agreement.

CONSTRUCTION SCHEDULE: The Project work shall commence not later than ten (10) days after the City issues the Notice to Proceed to Grantee, and shall be completed within ninety (90) days thereafter except as stated otherwise or as mutually agreed in writing by Grantee and City. The Project work shall be deemed complete upon written notification specifying that the Project work has been completed issued by the Citywide Façade Improvement Program manager or designee and delivered to Grantee.

When requested by the Grantee, extensions to the time period(s) may be approved in writing by the Contract Officer but not exceeding one hundred (180) days cumulatively.

EXHIBIT "C"

APPROVED CONSTRUCTION DOCUMENTS

[TO BE INSERTED SEPARATELY]

FAÇADE IMPROVEMENT PROGRAM GRANT AGREEMENT

[ECONOMIC DEVELOPMENT BENEFIT AGREEMENT]

This Façade Improvement Program Grant Agreement ("Agreement") is entered into effective _____, 202__ ("Effective Date"), by and between the CITY OF CARSON, a charter city and municipal corporation (the "City"), on the one hand, and HCJA Properties, a limited liability corporation ("Grantee"), owner of property or renter or lessee of property with the property owner's consent located at 1329-1347 E. Carson St, Carson, California, 90746 ("Property"), on the other hand. The parties hereto are collectively referred to as the "Parties."

RECITALS

WHEREAS, on June 21, 2022, the City passed Resolution No. 22-131 which established a Citywide Commercial Facade Improvement Program (the "Program") pursuant to the adopted Carson Façade Improvement Program Guidelines ("Program Guidelines") for the public purpose of encouraging the improvement, stimulation and revitalization of the exterior facades of existing commercial buildings in various commercial corridors such as along Avalon Boulevard, Main Street, Sepulveda Boulevard, Carson Street, and Figueroa Street.

WHEREAS, the Program is administered by the City and funded by City's General Fund pursuant to an authorized allocation of $1,000,000 made by the City Council during its meeting of June 21, 2022.

WHEREAS, on November 6, 2018, City's voters approved a new Charter for the City which included a comprehensive set of economic development incentives and programs to promote the development of the City of Carson given the unique environmental constraints, to create jobs and to preserve the sound fiscal basis of City. City has determined that under the Charter, City has broad economic development powers to enact measures, to enter into agreements, and to loan, grant, fund, or finance projects which will provide public benefit and protect the public health, safety and welfare of the community, which programs may be carried out singly or in combination in a manner to promote the economic development objectives set forth in Section 206 of the Charter, which specifically allows for the use of "Tax and Assistance Agreements" for sales taxes, transient occupancy taxes, utility taxes or other taxes to be shared with the generator, and rebates or waivers of franchise fees, business license fees, development impact fees, or other revenue sources, or any other economic development subsidy, after a public hearing identifying the amount and terms of such assistance and the justification for such assistance.

WHEREAS, the incentives provided in this Agreement are intended by the City to be consistent with and promote the purposes of Section 206 of the Charter by City providing a grant to Grantee for the purpose of, without limitation, stimulating commercial

development within the City, increasing jobs, decreasing blight, and increasing tax revenue to the City. This Agreement constitutes a "Tax and Assistance Agreement" for purposes of Section 206 of the Charter and has been approved by the City Council following all legally required notices and hearings.

WHEREAS, the Property is a commercial business located within the geographical limits contemplated under the Program and is eligible for participation in the Program.

WHEREAS, the City created the Program in order to grant to commercial businesses funds of (1) up to $2,500 of unmatched funds or (2) a maximum of $25,000 of funds so long as applicant matches City funds with a $22,500 private contribution (for non multi-tenant centers). The grant increases on a dollar-for-dollar basis over $2,500, up to the $25,000 cap. For multi-tenant centers, the maximum grant is $250,000 based on a total expenditure of no less than $497,500.

WHEREAS, below is a table that illustrates various scenarios of funding contributions between City and a grant recipient:

Grantee Expenses (Total Project Costs)	City Contribution (Reimbursement)	Grantee Out-of-Pocket (After reimbursement)
$2,500	$2,500	$0
$5,000	$3,750	$1,250
$10,000	$6,250	$3,750
$22,500	$12,500	$10,000
$47,500	$25,000 (cap for non multi-tenant)	$22,500
$497,500 (multi-tenant)	$250,000 (cap for multi-tenant)	$247,500

WHEREAS, Section 206 of the Carson Charter is consistent with Government Code Section 53083 which authorizes local agencies to provide economic development subsidies in the amount $100,000 or more where the local agency provides written notice through its website concerning the economic development subsidy and the information required under subsection (a) therein.

WHEREAS, the City intends to provide Grantee a grant in the amount of $100,000 or more thereby subjecting such grant to the provisions of Government Code Section 53083.

WHEREAS, on April 21st, 2026, the City Council held a public hearing, duly noticed pursuant to Government Code Section 53803 and published on the City's website, including the information required by Section 53083, considered all written documentation and testimony provided at the hearing and closed the public hearing regarding City's provision of the grant as contemplated herein and approval of this Agreement.

WHEREAS, this Agreement has been reviewed by City with respect to applicability of the California Environmental Quality Act **(**"CEQA"**)**, the State CEQA

Guidelines (California Code of Regulations, Title 14, §§ 15000 *et seq*., hereafter the "CEQA Guidelines"), and any applicable local CEQA policies and procedures and City has determined that this Agreement is not a "project" for purposes of CEQA, as that term is defined by CEQA Guidelines section 15378, because City has determined, in its discretion and based on substantial evidence, that this Agreement presents no potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment, or alternatively, even if it did constitute a project, it would be exempt pursuant to Section 15301 of the CEQA Guidelines (Class 1 exemption for minor alteration of existing public or private structures involving negligible or no expansion of existing use).

WHEREAS, in accordance with the City's Charter powers and Government Code Section 53083, the City Council wishes to enter into this Agreement with Grantee to provide a grant in order to further the objectives of the Program, it being understood that Section 206 of the Charter allows the City to pursue economic development to the maximum degree permitted by the California Constitution.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, agreements and conditions contained herein, and upon acknowledgement of each of the Parties of the receipt of valuable consideration, it is agreed as follows:

SECTION 1: GRANT FUNDING; PUBLIC BENEFITS

The City agrees to disburse to Grantee an amount not to exceed $250,000 ("Grant Funds") to allow Grantee to pay eligible costs associated with construction of the Project (as defined below), on a reimbursement basis after Grantee completes the Project or each Project phase, as may be applicable, and submits the documentation required in Section 3 of this Agreement. Grantee shall contribute a total of at least $497,500 or ($247,500 after reimbursement) towards completion of the Project.

Under the Program Guidelines, City funds are eligible for uses including: installation of new or repair or replacement of Exterior Signs; installation of new or repair or replacement of awnings, canopies, or sunshades; painting or replace or repair exterior surface treatment; asphalt paving, replacement or repair of tiles or decorative pavers; sidewalk or courtyard repaving; repair or replacement of masonry walls or footings; outdoor lighting: installation of new exterior lighting fixtures or repair or replacement of existing exterior lighting fixtures; installation, repair or replacement of decorative or security fencing; replacement of plate glass windows; re-glazing of windows or change of window mullions with the approval of application by the City.

The City Council finds that the Program, as implemented in part through completion of the Project, will without limitation, stimulate commercial development within the City, increase jobs, decrease blight, and increase tax revenue to the City ("Public Benefits"). As additional Public Benefits, where feasible for Grantee when hiring

contractors to perform work for the Project, Grantee shall use commercially reasonable, good faith efforts to hire contractors whose principal address is located within the City of Carson.

SECTION 2: WORK COMPLETION; PREVAILING WAGES

2.1 SCOPE OF WORK AND SCHEDULE OF PERFORMANCE

Grantee agrees that it shall utilize the Grant Funds to pay for those improvements specified in the Scope of Work attached hereto and incorporated herein as Exhibit "A," which is at times referred to herein as the "Project," in accordance with Grantee's completed application ("Application") on file at City Hall. No changes or additions to the Scope of Work will be permitted without prior written approval of the City's Contract Officer, and any changes made without the requisite approval will not be eligible for funding and will be deemed a material breach of this Agreement. All work toward such Project will be performed and completed (i) within the Project Guidelines, (ii) by a State licensed contractor within the time period(s) established in the "Schedule of Performance," attached hereto and incorporated herein as Exhibit "B," unless otherwise authorized by the City, and (iii) in accordance with approved construction documents, attached hereto and incorporated herein as Exhibit "C." Grantee agrees to allow the City or its agents access to buildings and the storefront improvements at the Property, when convenient for the Parties, for inspection of the Project work. Such inspections shall not replace any required permit inspections by the City's Building Inspectors. All work which is not in conformance with the approved plans, design drawings and specifications shall be immediately remedied by the Grantee at Grantee's sole expense and deficient or improper work shall be replaced and made to comply with the approved plans, design drawings and specifications and the terms of the Agreement.

2.2 PREVAILING WAGES

Certain or all portions of the Project may be subject to prevailing wages under the Labor Code. More specifically, if the amount of the Grant Funds exceeds $1,000 and is 2% or more of the total cost of the Project, the below provisions will apply.

Grantee acknowledges that the construction and construction-related activities for the Project are subject to the California Prevailing Wage Law, and Grantee is required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations ("DIR") under Section 1720, *et seq*., of the California Labor Code for all covered work performed on the Project. The applicable prevailing rates are on file with, and open to inspection at, the office of the City Clerk and is referred to and made a part hereof. Due to the fact that Prevailing Wage Law applies to construction work performed for the Project, the Grantee's contractor(s) shall submit weekly certified payrolls of all workers employed on the construction of the Project to the City in a form acceptable to the City. Grantee acknowledges the possibility of wage increases during construction work performed for the Project and that Grantee and/or its contractor(s) shall be responsible for paying such

increases. Grantee acknowledges that it is aware of and shall comply with, and that its contractor(s) shall be aware of and shall comply with, the following sections of the California Labor Code: (i) Section 1725.5 requiring that all contractors and subcontractors performing work on the Project be registered with, and pay an annual fee to, the DIR prior to and during the performance of any work towards the Project; (ii) Section 1775 prescribing penalties for failure to pay prevailing wage rates; (iii) Section 1776 requiring the making, keeping, and disclosing of detailed certified payroll records and prescribing penalties for failure to do so; (iv) Section 1777.5 prescribing the terms and conditions for employing registered apprentices; (v) Section 1810 providing that eight hours of labor shall constitute a day's work; and (vi) Section 1813 prescribing penalties for violations of the provisions concerning eight-hour work days and forty-hour work weeks. If Grantee violates the foregoing or any other Prevailing Wage Laws, Grantee shall be solely liable for the cost thereof and shall indemnify and hold the City harmless from any liability or penalties therefor. This Project will be developed and budgeted for assuming the payment of prevailing wages as needed.

2.3 PROJECT FUNDING

Grant Funds shall only be used to pay for the improvements as stipulated under the Scope of Work (Exhibit A) and in the time and manner specified under the Schedule of Performance (Exhibit B). It is incumbent upon the Grantee to ensure that Project is carried out in accordance with the Project's approved scope and timeline. Any deviation in the Scope of Work and/or Schedule of Performance must be approved by the City in advance and in writing. Work performed outside the specification of the Scope of Work and/or outside the timeframe established under the Schedule of Performance are not eligible for Grant Funds.

SECTION 3: POST-CONSTRUCTION REQUIREMENTS; REIMBURSEMENT

Upon completion of the Project or each phase, if any, of the Project by Grantee, as provided in the Schedule of Performance, and upon final inspections for the Project and/or each phase of the Project by the City, the Grantee shall submit to the City the following properly executed and notarized forms: (i) Grantee's sworn statement showing the full cost of the work and each separate component amount due to its contractor(s) and each and every subcontractor involved in furnishing labor, materials or equipment in the work; (ii) proof of payment of the contract cost pursuant to Grantee's statement and final lien waivers from all contractors and subcontractors; and (iii) an invoice for payment of the Grand Funds. The City will endeavor to remit payment of the Grant Funds to Grantee within forty five (45) days after City's receipt of all required documentation. Failure by Grantee to submit all required documents or, to comply with the provisions of this Agreement, or complete all improvements in accordance with the approved plans and specifications in the time specified, will result in City not paying Grantee the Grant Funds.

SECTION 4: AUDITS; MISUSE OF FUNDS

City reserves the right to designate its own employee representative(s) or its

contracted representative(s) with a Certified Public Accounting firm who shall have the right to audit Grantee's accounting procedures and internal controls of Grantee's financial systems as they relate to the Grant Funds and to examine any cost, revenue, payment, claim, other records or supporting documentation resulting from any items set forth in this Agreement. Any such audit(s) shall be undertaken by City or its representative(s) at mutually agreed upon reasonable times and in conformance with generally accepted auditing standards. Grantee agrees to fully cooperate with any such audit(s).

If the Grantee, or Grantee's designated contractor should utilize the funds for anything other than as stated in the Application, the City may thereupon recover the entire amount of the Grant Funds from Grantee and/or the subsequent operator of the Property, together with reasonable attorney fees and costs incurred in enforcing this provision. This provision shall **not** apply where the proposed changes are first reviewed and approved by the City. Approval shall not be unreasonably withheld to the extent the proposed changes are authorized in the Program Guidelines.

SECTION 5: REMEDIES FOR BREACH

In the event the Grantee or any subsequent operator breaches Sections 3 or 4 of this Agreement, in addition to all legal and equitable remedies available to the City, the City may thereupon deny any request(s) for reimbursement and/or recover the entire amount of the Grant Funds from the Grantee and/or the subsequent operator of the Property, together with reasonable attorney fees and costs incurred in enforcing this provision.

SECTION 6: INSURANCE AND INDEMNIFICATION.

6.1 INDEMNIFICATION

To the maximum extent permitted by law, the Grantee hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of the Grantee's performance or work hereunder (including any of its officers, agents, employees, contractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, or any loss of business in connection with construction over the course of completion of the Project and damage to City property, or any construction defect that may arise from City-provided design services or the Project's compliance with City-recommended designs, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. The Grantee's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Grantee or Indemnitees.

This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

Indemnitees do not and shall not waive any rights that they may possess against the Grantee because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.

The Grantee, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.

6.2 INSURANCE.

A. Without limiting Grantee's obligations to City under Section 6.1, and prior to commencement of any construction toward the Project, Grantee and all Grantee's contractors that will perform any work on the Project shall obtain, provide and maintain at their own expense during the term of this Agreement (at times extending beyond the term), policies of insurance of the types and amounts described below and in a form satisfactory to City.

(i) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). Grantee and all Grantee's contractors that will perform any work on the Project shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form ISO CGL CG 00 01 or equivalent, in an amount not less than $2,000,000 per occurrence, $4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(ii) Worker's Compensation Insurance. Grantee and all Grantee's contractors that will perform any work on the Project shall maintain 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 Grantee and such contractors 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 Grantee or its contractors in the course of carrying out the work contemplated in this Agreement.

(iii) Automotive Insurance. Grantee's contractors that will perform any work on the Project shall maintain ISO Form Number CA 00 01 covering any auto (Code 1), or if the Grantee has no owned autos, covering hired (Code 8), and non-owned autos (Code 9), with limit no less than $1,000,000 combined single limit for each accident for bodily injury and property damage.

(iv) Professional Liability. For any design professional retained by Grantee to prepare designs for the Project, professional liability insurance appropriate to such 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 obligations carried out under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of the professional services. During this additional 5-year period, Grantee shall annually and upon request of the City submit written evidence of this continuous coverage.

(v) Flood Insurance. If Grantee receives $50,000 or more from the City as Grant Funds and the Property is located in a FEMA designated high-risk area (zones A or V), Grantee shall maintain flood insurance in an amount not less than the total cost of the improvements specified in the Scope of Work.

(vi) Builder's Risk Insurance. Grantee 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. The City shall be included as a "loss payee" in the amount of the Grant Funds.

If the Grant Funds is less than $50,000, then at the option of City, an Installation Floater may be acceptable in lieu of Builder's Risk Insurance. 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.

B. General Insurance Requirements. Except for professional liability insurance and commercial general liability insurance maintained by Grantee, 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 the insured's insurance. The commercial general liability insurance maintained by Grantee's contractors shall also name Grantee as an additional insured. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. The

insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended, cancelled or non-renewed 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 Grantee or Grantee's contractors shall, prior to the cancellation date, submit new evidence of insurance in conformance with this section to the Contract Officer. No work or services under this Agreement shall commence until the Grantee and its contractors have provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

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

SECTION 7: ADDITIONAL WORK

Nothing contained in this Agreement is intended to limit, restrict, or prohibit the Grantee from undertaking additional work in or about the subject premises, which is unrelated to the approved improvements provided for in this Agreement.

SECTION 8: TERM AND TERMINATION

8.1 TERM

This Agreement shall be binding upon the City and upon the Grantee and Grantee's successor(s) to the Property for a period of two (2) years after the Effective Date. It shall be the responsibility of the Grantee to inform subsequent owner(s)/lessee(s) of the Property of the provisions of this Agreement.

8.2 TERMINATION

The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Grantee, except that where termination is due to the fault of Grantee, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, Grantee 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) Grantee 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. Without limiting the generality of the foregoing, City may terminate this Agreement for cause where Grantee fails to cooperate or respond to communications from the City. In any such event, City may issue a 14-day notice requesting confirmation of continued participation in the Program and if Grantee does not respond within that period, the City may issue a termination letter which will serve as notice of termination of this Agreement.

SECTION 9: DESIGNS

Notwithstanding any provision of this Agreement, Grantee is responsible for obtaining applicable design review approvals, obtaining all required permits, and complying with all applicable laws and Program Guidelines. As part of the Program, City has offered Grantee complimentary design guidance services for the Project ("Design Guidance Services") and, unless Grantee indicates by checking the box below, Grantee agrees to utilize City's Design Guidance Services for the Project. Grantee utilizing the Program's complimentary design guidance are also subject to requirements of this section.

☐

By checking the box above, Grantee acknowledges that City has offered Grantee complimentary Design Guidance Services but Grantee has declined such services and instead, is electing to obtain its own licensed architect to prepare designs for the Project. In so doing, Grantee understands and agrees that all designs prepared by Grantee's architect must comply with City's recommended designs for the Project.

SECTION 10: MISCELLANEOUS PROVISIONS

10.1 RECITALS.

All recitals in this Agreement are hereby incorporated into this Agreement as if set forth fully herein.

10.2 COVENANT AGAINST DISCRIMINATION.

Grantee covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that in the performance of this Agreement, there shall be no discrimination against or segregation of any person or group of persons on account of race, religious creed, color, gender, national origin, ancestry, physical disability, mental disability, medical condition, pregnancy, marital status, age, sexual orientation, or any other basis pertaining to a protected characteristic under applicable federal, state, or local law.

10.3 CONFLICTS OF INTEREST.

Grantee, its agents and employees shall comply with applicable federal, state, and local laws and regulations governing conflict of interest. Grantee covenants that it

presently has no interest and shall not acquire any interest, direct or indirect, that may be affected by its obligations to perform under this Agreement, or that would conflict in any manner with its obligations hereunder. Grantee further covenants that, in performing this Agreement, no person having any such interest shall be employed by it. Furthermore, Grantee shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this agreement. Grantee agrees not to accept any employment or representation during the term of this Agreement that is or may likely make Grantee "financially interested" (as provided in California Government Code Sections 1090 and 87100) in any decision made by City on any manner in connection with which Grantee has been retained pursuant to this Agreement.

10.4 WARRANTY AND REPRESENTATION OF NON-COLLUSION.

City hereby warrants and represents that no official, officer, or employee of the City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of the 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 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 interest found to be "remote" or "non interest" pursuant to California Government Code Sections 1091 and 1091.5. Grantee hereby 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 or consequence of obtaining or being awarded any agreement. Grantee is aware of and understands that any such act(s), omission(s), or other conduct resulting in the payment of money, consideration, or other thing of value will render this Agreement void and of no force and effect.

Grantee Representative Initials _____

10.5 PROHIBITED AND PERMITTED USE OF FUNDS.

Grantee acknowledges and understands that it is prohibited from using the Grant Funds for any purpose that is not permitted under the Program Guidelines. Grantee agrees to use Grant Funds only for the purpose stated in Grantee's application and for the purpose of completion of the Project.

10.6 FALSE STATEMENTS.

Grantee understands that making false statements or claims in connection with this Agreement is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

10.7 NOTICES.

All notices, demands, invoices, and communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

To City: City of Carson
701 East Carson Street
Carson, CA 90745
Attn: James Nguyen, Special Projects Manager
Email: jnguyen@carsonca.gov

To Grantee: HCJA Properties, LLC
333 W Broadway #201
Long Beach, CA 90802
Attn: John Deirmenjian
Email:johndeirmenjian@gmail.com

10.8 SEVERABILITY.

Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.

10.9 CORPORATE AUTHORITY.

The persons executing this Agreement on behalf of the Parties warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this 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.

10.10 GRANTEE REPRESENTATIVE AND CITY'S CONTRACT OFFICER.

The following principal(s) and/or representative(s) of Grantee is/are hereby designated as the person(s) authorized to act on Grantee's behalf with respect to this Agreement and to make all decisions in connection herewith:

John Deirmenjian, Grantee, HCJA Properties, LLC

James Nguyen, Special Projects Manager, or such person as may be designated by the City Manager, is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and Project specified herein and to make all decisions in connection therewith ("Contract Officer").

10.11 WAIVER.

The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

10.12 GOVERNING LAW AND VENUE.

This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.

10.13 INTERPRETATION.

Grantee acknowledges that it has had ample opportunity seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.

10.14 TIME OF ESSENCE.

Time is of the essence of this Agreement.

10.15 THIRD PARTIES.

Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."

10.16 NON-LIABILITY OF OFFICIALS AND EMPLOYEES OF THE CITY.

No official or employee of the City shall be personally liable for any default or liability under this Agreement.

10.17 COUNTERPARTS AND SIGNATURES.

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, will be deemed to constitute one and the same agreement. The facsimile, email or other electronically delivered signatures of the Parties shall be deemed to constitute original signatures.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written.

CITY:

CITY OF CARSON, a California charter city

_____
David C. Roberts, Jr., City Manager

ATTEST:

_____
Dr. Khaleah R. Bradshaw, City Clerk

APPROVED AS TO FORM:
Aleshire & Wynder, LLP

_____
Sunny K. Soltani, City Attorney

GRANTEE:

JOHN DEIRMENJIAN, GRANTEE
HCJA PROPERTIES, LLC

_____
Name:

_____
Title:

_____
Name:

_____
Title:

***Two corporate officer signatures required when Grantee 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. GRANTEE'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.

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

SIGNER IS REPRESENTING:

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

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_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

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TITLE OR TYPE OF DOCUMENT

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NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CONSENT OF OWNER

Owner, _____, a _____, represents and warrants that is it the owner of the property located at _____, Carson, California, and is currently leasing said property to _____ ("Grantee"). Owner hereby grants its consent to the terms and conditions of this Agreement.

_____

_____
Name:

_____
Title:

_____
Name:

_____
Title:

***Two corporate officer signatures required when Owner 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. OWNER'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.**

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- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

_____

SIGNER IS REPRESENTING:

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

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_____

SIGNER IS REPRESENTING:

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

_____

_____

__

DESCRIPTION OF ATTACHED DOCUMENT

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TITLE OR TYPE OF DOCUMENT

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NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF WORK

Commercial Façade Improvement Program

Name: Carson Plaza	Tel. No.:
Address: 1329-1347 E Carson St.	Date: March 2026

All work is to be done per City of Carson building, planning, and public works codes after submission of all applicable contractor's licenses to the City's Contract Officer. In order to establish standards of quality, the detailed specifications may refer to a certain product by name and/or from a major manufacturer. This procedure is not to be construed as eliminating from competition of other product of equal or better quality by other manufacturers. The Grantee shall furnish a list of proposed desired substitutions prior to signing of the contract. All items listed on work write-up, unless otherwise specified, shall include all finish work, including all trim hardware, patching, and finish painting and/or staining. All overhead and profit should be included in each line item. Use of lead-based paint is prohibited. Removal or work on asbestos and lead containing materials is subject to applicable federal, state, and local regulations.

Any questions regarding this project, the plans, and specifications should be submitted to Aaron Whiting, Associate Planner (Project Planner), at awhiting@carsonca.gov or 310-952-1700 ext. 1315.

WORK DESCRIPTION AND STANDARD SPECIFICATIONS

1. **Exterior Signage (6 Units)**

New installation or replacement of legally mounted illuminated signage (neon/halo-lit).

2. **Exterior Painting / Surface Treatment**

Stucco, tile, stone, or brick repairs and repainting.

3. **Asphalt Paving (9,000 SF)**

Removal and replacement with new asphalt, including base compaction and striping.

4. **Decorative Pavers / Tile (2,000 SF)**

Repair or replacement within private walkways/courtyard areas.

5. **Masonry Walls & Footings**

Structural repairs and re-leveling as needed.

6. **Exterior Lighting**

Installation and/or replacement of wall-mounted and pole fixtures.

7. **Decorative / Security Fencing**

Repair or installation of perimeter fencing.

8. **Storefront Windows / Glazing (120 LF x 8')**

Replacement of plate glass and mullions per City approval.

9. **Roofing (9,000 SF Built-Up Roofing)**

New multi-ply BUR system including insulation, flashing, and drain tie-ins.

10. Decorative Clay-Tile Overhang (100 LF)
Installation of architectural clay tile façade along storefronts.

11. Overhead Walkway Framing
Structural framing to support façade and tile overhang.

12. Scaffolding & Pedestrian Protection (100 LF)
Temporary protection during façade work per Cal/OSHA.

13. Landscaping (2,000 SF)
New drought-tolerant planting, irrigation adjustment, and finish grading.

14. Site Drainage Improvements
Install catch basins, storm piping (~200 LF), and tie-in to on-site storm system for asphalt area.

15. Design, Permitting & Professional Fees
Architectural, engineering, and City plan-check fees.

Estimated Cost Summary

Estimated Range, Midpoint Estimate

Item	Cost Range	Midpoint
Exterior Signage	$18,000 - $30,000	$24,000
Painting / Surface Treatment	$25,000 - $50,000	$35,000
Asphalt Paving (9,000 SF)	$36,000 - $72,000	$54,000
Decorative Pavers / Tile (2,000 SF)	$24,000 - $48,000	$36,000
Masonry Repairs	$8,000 - $40,000	$20,000
Exterior Lighting	$10,000 - $30,000	$20,000
Fencing	$8,000 - $25,000	$15,000
Storefront Glazing	$57,600 - $115,200	$86,400
Landscaping	$12,000 - $36,000	$24,000
Built-Up Roofing (9,000 SF)	$36,000 - $72,000	$54,000
Decorative Clay-Tile Overhang (100 LF)	$12,000 - $40,000	$20,000
Overhead Walkway Framing	$20,000 - $40,000	$30,000
Scaffolding / Pedestrian	$8,000 - $15,000	$10,000
Site Drainage System	$36,000 - $71,000	$53,500

Subtotal (Midpoint): $481,900

Design & Permit Fees (10%): $48,190

Contingency (10%): $48,190

Estimated Project Total; $578,280

NOTE:

Grantee must obtain and pay for City of Carson building permits, business license, and inspections.

All work shall include the protection of building as well as maintaining the premises clean at all times.

All debris resulting from any work conducted in connection with this contract shall be the property of the Grantee, who is responsible for its timely removal and lawful disposal. Work site shall be maintained in a clean and orderly manner, and upon completion, property shall be left in a "broom clean" condition.

EXHIBIT "B"
SCHEDULE OF PERFORMANCE

PERMITS: Before commencement of any Project work, Grantee shall obtain any and all permits and approvals which may be required by the City or any other governmental agency with jurisdiction. Execution of this Agreement by City shall not be construed as any commitment by City to issue any permits and Grantee must obtain all permits pursuant to the City's standard process and requirements.

COMMENCEMENT OF PROJECT WORK: Grantee agrees that the Project work shall not commence until all permits are issued and City has issued a Notice to Proceed and delivered same to Grantee ("Notice to Proceed"). **Grantee agrees that the City will not be responsible to reimburse Grantee for any funds the Grantee may advance to the contractor prior to the issuance of the Notice to Proceed**. Grantee agrees that materials purchased, work commenced, or construction agreements signed prior to the Notice to Proceed are solely Grantee's responsibility and are not eligible for reimbursement under this Agreement.

CONSTRUCTION SCHEDULE: The Project work shall commence not later than ten (10) days after the City issues the Notice to Proceed to Grantee, and shall be completed within ninety (90) days thereafter except as stated otherwise or as mutually agreed in writing by Grantee and City. The Project work shall be deemed complete upon written notification specifying that the Project work has been completed issued by the Citywide Façade Improvement Program manager or designee and delivered to Grantee.

When requested by the Grantee, extensions to the time period(s) may be approved in writing by the Contract Officer but not exceeding one hundred (180) days cumulatively.

EXHIBIT "C"

APPROVED CONSTRUCTION DOCUMENTS

[TO BE INSERTED SEPARATELY]

FAÇADE IMPROVEMENT PROGRAM GRANT AGREEMENT

[ECONOMIC DEVELOPMENT BENEFIT AGREEMENT FOR EAST CARSON CORRIDOR]

This Façade Improvement Program Grant Agreement ("Agreement") is entered into effective _____, 2026 ("Effective Date"), by and between the CITY OF CARSON, a charter city and municipal corporation (the "City"), on the one hand, and Rachel Canlas, RLK Fragrances Plus ("Grantee"), owner of property located at 2601 E Carson St., Carson, California ("Property"), on the other hand. The parties hereto are collectively referred to as the "Parties."

RECITALS

WHEREAS, on June 21, 2022, the City passed Resolution No. 22-131 which established a Citywide Commercial Facade Improvement Program (the "Program") pursuant to the adopted Carson Façade Improvement Program Guidelines ("Program Guidelines") for the public purpose of encouraging the improvement, stimulation and revitalization of the exterior facades of existing commercial buildings in various commercial corridors such as along Avalon Boulevard, Main Street, Sepulveda Boulevard, Carson Street, and Figueroa Street.

WHEREAS, the Program is administered by the City and funded by City's General Fund pursuant to an authorized allocation made by the City Council during the City's budget adoption process.

WHEREAS, on _____, 2026, the City Council approved changes to the Program by adopting a modified version of the Program Guidelines ("Updated Program Guidelines") which now contains a no match requirement for certain businesses located on the north side of Carson Street between Harbor View Avenue and Santa Fe Avenue.

WHEREAS, on November 6, 2018, City's voters approved a new Charter for the City which included a comprehensive set of economic development incentives and programs to promote the development of the City of Carson given the unique environmental constraints, to create jobs and to preserve the sound fiscal basis of City. City has determined that under the Charter, City has broad economic development powers to enact measures, to enter into agreements, and to loan, grant, fund, or finance projects which will provide public benefit and protect the public health, safety and welfare of the community, which programs may be carried out singly or in combination in a manner to promote the economic development objectives set forth in Section 206 of the Charter, which specifically allows for the use of "Tax and Assistance Agreements" for sales taxes, transient occupancy taxes, utility taxes or other taxes to be shared with the generator, and rebates or waivers of franchise fees, business license fees, development impact fees, or other revenue sources, or any other economic development subsidy, after a public hearing

identifying the amount and terms of such assistance and the justification for such assistance.

WHEREAS, on March 19, 2024, the City Council adopted Ordinance No. 24-2404 in furtherance of Section 206 of the Charter, specifically authorizing the City to pursue economic development activities by entering into agreements for provision of loans or grants to certain commercial property owners.

WHEREAS, the incentives provided in this Agreement are intended by the City to be consistent with and promote the purposes of Section 206 of the Charter, Ordinance No. 24-2404 and the Updated Program Guidelines by City providing a grant to Grantee for the purpose of, without limitation, stimulating commercial development within the City, increasing jobs, decreasing blight, and increasing tax revenue to the City. This Agreement has been approved by the City Council following all legally required notices and public hearings.

WHEREAS, the Property is a commercial business located within the geographical limits contemplated under the Updated Program Guidelines and is eligible for participation in the Program.

WHEREAS, under the Updated Program Guidelines, the City is authorized to provide grants to commercial businesses with no match requirements from eligible applicants.

WHEREAS, Section 206 of the Carson Charter is consistent with Government Code Section 53083 which authorizes local agencies to provide economic development subsidies in the amount $100,000 or more where the local agency provides written notice through its website concerning the economic development subsidy and the information required under subsection (a) therein.

WHEREAS, in those instances where the Grant Funds equal $100,000 or more, the City has complied with all requirements of Government Code Section 53083.

WHEREAS, this Agreement has been reviewed by City with respect to applicability of the California Environmental Quality Act **(**"CEQA"**)**, the State CEQA Guidelines (California Code of Regulations, Title 14, §§ 15000 *et seq*., hereafter the "CEQA Guidelines"), and any applicable local CEQA policies and procedures and City has determined that this Agreement is not a "project" for purposes of CEQA, as that term is defined by CEQA Guidelines section 15378, because City has determined, in its discretion and based on substantial evidence, that this Agreement presents no potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment, or alternatively, even if it did constitute a project, it would be exempt pursuant to Section 15301 of the CEQA Guidelines (Class 1 exemption for minor alteration of existing public or private structures involving negligible or no expansion of existing use).

WHEREAS, in accordance with the City's Charter powers and Ordinance No. 24-2404, the City Council wishes to enter into this Agreement with Grantee to provide a grant in order to further the objectives of the Program, it being understood that Section 206 of the Charter allows the City to pursue economic development to the maximum degree permitted by the California Constitution.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and conditions contained herein, and upon acknowledgement of each of the Parties of the receipt of valuable consideration, it is agreed as follows:

AGREEMENT

SECTION 1: GRANT FUNDING; PAYMENT; PUBLIC BENEFITS

In lieu of disbursement of grant monies to Grantee, the Parties agree that City will disburse to Grantee's contractor an amount not to exceed $84,450 ("Grant Funds") for satisfactory completion of the Project upon submission by Grantee's contractor of the documentation required in Section 2 of Grantee's contract with its contractor (Exhibit B).

Under the Updated Program Guidelines, City funds are eligible for uses including but not limited to: installation of new or repair or replacement of exterior signs; installation of new or repair or replacement of awnings, canopies, or sunshades; painting or replace or repair exterior surface treatment; asphalt paving, replacement or repair of tiles or decorative pavers; sidewalk or courtyard repaving; repair or replacement of masonry walls or footings; outdoor lighting: installation of new exterior lighting fixtures or repair or replacement of existing exterior lighting fixtures; installation, repair or replacement of decorative or security fencing; replacement of plate glass windows; re-glazing of windows or change of window mullions with the approval of application by the City.

The City Council finds that the Program, as implemented in part through completion of the Project, will without limitation, stimulate commercial development within the City, increase jobs, decrease blight, and increase tax revenue to the City ("Public Benefits"). As an additional Public Benefit, where feasible for Grantee when hiring contractors to perform work for the Project, Grantee shall use commercially reasonable, good faith efforts to hire contractors whose principal address is located within the City of Carson.

SECTION 2: WORK COMPLETION; PREVAILING WAGES

2.1 SCOPE OF WORK AND SCHEDULE OF PERFORMANCE

Grantee agrees that it shall utilize the Grant Funds to pay for those improvements

specified in the Scope of Work attached hereto and incorporated herein as Exhibit "A," which is at times referred to herein as the "Project," in accordance with Grantee's completed application ("Application") on file at City Hall. No changes or additions to the Scope of Work will be permitted without prior written approval of the City's Contract Officer, and any changes made without the requisite approval will not be eligible for funding and will be deemed a material breach of this Agreement. All work toward such Project will be performed and completed (i) by Grantee entering into a contract with its selected contractor where the contract is substantially similar to the sample contract provided in Exhibit "B"; (ii) within and in accordance with the Updated Project Guidelines; (iii) by a State licensed contractor within the time period(s) established in Exhibit "C," the "Schedule of Performance" unless otherwise authorized by the City; and (iv) in accordance with approved construction documents as detailed in Exhibit "D," with Exhibits B, C and D attached hereto and incorporated herein by this reference. Grantee agrees to allow the City or its agents access to buildings and the storefront improvements at the Property, when convenient for the Parties, for inspection of the Project work. Such inspections shall not replace any required permit inspections by the City's Building Inspectors. All work which is not in conformance with the approved plans, design drawings and specifications shall be immediately remedied by the Grantee at Grantee's sole expense and deficient or improper work shall be replaced and made to comply with the approved plans, design drawings and specifications and the terms of the Agreement.

2.2 PREVAILING WAGES

Certain or all portions of the Project may be subject to prevailing wages under the Labor Code. More specifically, if the amount of the Grant Funds exceeds $1,000 and is 2% or more of the total cost of the Project, the below provisions will apply.

Grantee acknowledges that the construction and construction-related activities for the Project are subject to the California Prevailing Wage Law, and Grantee is required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations ("DIR") under Section 1720, *et seq*., of the California Labor Code for all covered work performed on the Project. The applicable prevailing rates are on file with, and open to inspection at, the Community & Economic Development Department (Special Projects Division) and is referred to and made a part hereof. Due to the fact that Prevailing Wage Law applies to construction work performed for the Project, the Grantee's contractor(s) shall submit weekly certified payrolls of all workers employed on the construction of the Project to the City in a form acceptable to the City. Grantee acknowledges the possibility of wage increases during construction work performed for the Project and that Grantee and/or its contractor(s) shall be responsible for paying such increases. Grantee acknowledges that it is aware of and shall comply with, and that its contractor(s) shall be aware of and shall comply with, the following sections of the California Labor Code: (i) Section 1725.5 requiring that all contractors and subcontractors performing work on the Project be registered with, and pay an annual fee to, the DIR prior to and during the performance of any work towards the Project; (ii) Section 1775 prescribing penalties for failure to pay prevailing wage rates; (iii) Section 1776 requiring the making, keeping, and disclosing of

detailed certified payroll records and prescribing penalties for failure to do so; (iv) Section 1777.5 prescribing the terms and conditions for employing registered apprentices; (v) Section 1810 providing that eight hours of labor shall constitute a day's work; and (vi) Section 1813 prescribing penalties for violations of the provisions concerning eight-hour work days and forty-hour work weeks. If Grantee violates the foregoing or any other Prevailing Wage Laws, Grantee shall be solely liable for the cost thereof and shall indemnify and hold the City officers, employees and agents harmless from any liability or penalties therefor. This Project will be developed and budgeted for assuming the payment of prevailing wages as needed.

2.3 PROJECT FUNDING

Grant Funds shall only be used to pay for the improvements as stipulated under the Scope of Work (Exhibit A) and in the time and manner specified under the Schedule of Performance (Exhibit C). It is incumbent upon the Grantee to ensure that Project is carried out in accordance with the Project's approved scope and timeline. Any deviation in the Scope of Work and/or Schedule of Performance must be approved by the City in advance and in writing. Work performed outside the specification of the Scope of Work and/or outside the timeframe established under the Schedule of Performance are not eligible for Grant Funds.

2.4 COVENANT FOR COMPLETION AND MAINTENANCE

Concurrent with execution of this Agreement, Grantee shall execute a Covenant for Completion and Maintenance to be recorded with the Los Angeles County Recorder's Office, a copy of which covenant is attached hereto and incorporated herein by this reference as Exhibit "E," requiring Grantee or its successors and assigns, to complete the Project in accordance with the Schedule of Performance (Exhibit "C"). The covenant will also require Grantee and its successors and assigns to maintain the design and paint colors established for the Property under this Agreement for a period of at least five (5) years from the date the Project is completed, as determined by the Citywide Façade Improvement Program manager or designee.

SECTION 3: AUDITS; MISUSE OF FUNDS

City reserves the right to designate its own employee representative(s) or its contracted representative(s) with a Certified Public Accounting firm who shall have the right to audit Grantee's accounting procedures and internal controls of Grantee's financial systems as they relate to the Grant Funds and to examine any cost, revenue, payment, claim, other records or supporting documentation resulting from any items set forth in this Agreement. Any such audit(s) shall be undertaken by City or its representative(s) at mutually agreed upon reasonable times and in conformance with generally accepted auditing standards. Grantee agrees to fully cooperate with any such audit(s).

If the Grantee, or Grantee's designated contractor should utilize the funds for anything other than as stated in the Application, the City may thereupon recover the entire

amount of the Grant Funds from Grantee and/or the subsequent operator of the Property, together with reasonable attorney fees and costs incurred in enforcing this provision. This provision shall **not** apply where the proposed changes are first reviewed and approved by the City. Approval shall not be unreasonably withheld to the extent the proposed changes are authorized in the Updated Program Guidelines.

SECTION 4: REMEDIES FOR BREACH

In the event the Grantee or any subsequent operator breaches Section 3 of this Agreement, in addition to all legal and equitable remedies available to the City, the City may thereupon deny any request(s) for reimbursement and/or recover the entire amount of the Grant Funds from the Grantee and/or the subsequent operator of the Property, together with reasonable attorney fees and costs incurred in enforcing this provision.

SECTION 5: INSURANCE AND INDEMNIFICATION.

5.1 INDEMNIFICATION

To the maximum extent permitted by law, the Grantee hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of the Grantee's performance or work hereunder (including any of its officers, agents, employees, contractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, or any loss of business in connection with construction over the course of completion of the Project and damage to City property, or any construction defect that may arise from City-provided design services or the Project's compliance with City-recommended designs, or any other liability that may arise from work performed on the Project pursuant to the contract between Grantee and its contractor, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. The Grantee's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Grantee or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

Indemnitees do not and shall not waive any rights that they may possess against the Grantee because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.

The Grantee, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.

5.2 INSURANCE.

A. Without limiting Grantee's obligations to City under Section 5.1, and prior to commencement of any construction toward the Project, Grantee shall obtain, provide and maintain at its own expense during the term of this Agreement (at times extending beyond the term), policies of insurance of the types and amounts described below and in a form satisfactory to City.

(i) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). Grantee shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form ISO CGL CG 00 01 or equivalent, in an amount not less than $2,000,000 per occurrence, $4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(ii) Worker's Compensation Insurance. Grantee shall maintain 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 Grantee 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 Grantee in the course of carrying out the work contemplated in this Agreement.

(iii) Automotive Insurance. Grantee shall maintain ISO Form Number CA 00 01 covering any auto (Code 1), or if the Grantee has no owned autos, covering hired (Code 8), and non-owned autos (Code 9), with limit no less than $1,000,000 combined single limit for each accident for bodily injury and property damage.

(iv) Flood Insurance. If the Property is located in a FEMA designated high-risk area (zones A or V), Grantee shall maintain flood insurance in an amount not less than the total cost of the improvements specified in the Scope of Work.

(v) Builder's Risk Insurance. Grantee 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. The City shall be included as a "loss payee" in the amount of the Grant Funds.

If the Grant Funds is less than $50,000, then at the option of City, an Installation Floater may be acceptable in lieu of Builder's Risk Insurance. For Contract Sum exceeding $50,000, an Installation Floater may still be considered in place of Builder's Risk based on the project scope, subject to approval by the City's Risk Manager. 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.

B. 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 the insured's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended, cancelled or non-renewed 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 Grantee shall, prior to the cancellation date, submit new evidence of insurance in conformance with this section to the Contract Officer. No work or services under this Agreement shall commence until the Grantee has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

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

SECTION 6: ADDITIONAL WORK

Nothing contained in this Agreement is intended to limit, restrict, or prohibit the Grantee from undertaking additional work in or about the subject premises, which is

unrelated to the approved improvements provided for in this Agreement; provided, however, that City approves such work in advance.

SECTION 7: TERM AND TERMINATION

7.1 TERM

This Agreement shall be binding upon the City and upon the Grantee and Grantee's successor(s) to the Property for a period of (2) two years after the Effective Date. It shall be the responsibility of the Grantee to inform subsequent owner(s)/lessee(s) of the Property of the provisions of this Agreement.

7.2 TERMINATION

The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Grantee, except that where termination is due to the fault of Grantee, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, Grantee 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) Grantee 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. Without limiting the generality of the foregoing, City may terminate this Agreement for cause where Grantee fails to cooperate or respond to communications from the City. In any such event, City may issue a 14-day notice requesting confirmation of continued participation in the Program and if Grantee does not respond within that period, the City may issue a termination letter which will serve as notice of termination of this Agreement. Immediately following termination of this Agreement for any reason, City and Owner must notify Owner's contractor in writing of such termination.

SECTION 8: DESIGNS

Notwithstanding any provision of this Agreement, Grantee is responsible for obtaining applicable design review approvals, obtaining all required permits, and complying with all applicable laws and Updated Program Guidelines. As part of the Program, City has offered Grantee complimentary design guidance services for the Project ("Design Guidance Services") and, unless Grantee indicates by checking the box below, Grantee agrees to utilize City's Design Guidance Services for the Project. Grantee utilizing the Program's complimentary design guidance are also subject to requirements of this section.

☐

By checking the box above, Grantee acknowledges that City has offered Grantee complimentary Design Guidance Services but Grantee has declined such services and

instead, is electing to obtain its own licensed architect to prepare designs for the Project. In so doing, Grantee understands and agrees that all designs prepared by Grantee's architect must comply with City's recommended designs for the Project.

SECTION 9: MISCELLANEOUS PROVISIONS

9.1 RECITALS.

All recitals in this Agreement are hereby incorporated into this Agreement as if set forth fully herein.

9.2 COVENANT AGAINST DISCRIMINATION.

Grantee covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that in the performance of this Agreement, there shall be no discrimination against or segregation of any person or group of persons on account of race, religious creed, color, gender, national origin, ancestry, physical disability, mental disability, medical condition, pregnancy, marital status, age, sexual orientation, or any other basis pertaining to a protected characteristic under applicable federal, state, or local law.

9.3 CONFLICTS OF INTEREST.

Grantee, its agents and employees shall comply with applicable federal, state, and local laws and regulations governing conflict of interest. Grantee covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that may be affected by its obligations to perform under this Agreement, or that would conflict in any manner with its obligations hereunder. Grantee further covenants that, in performing this Agreement, no person having any such interest shall be employed by it. Furthermore, Grantee shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this agreement. Grantee agrees not to accept any employment or representation during the term of this Agreement that is or may likely make Grantee "financially interested" (as provided in California Government Code Sections 1090 and 87100) in any decision made by City on any manner in connection with which Grantee has been retained pursuant to this Agreement.

9.4 WARRANTY AND REPRESENTATION OF NON-COLLUSION.

City hereby warrants and represents that no official, officer, agent or employee of the City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, agent or employee of the 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 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 interest found to be "remote" or "non interest" pursuant to California Government Code Sections 1091 and 1091.5.

Grantee hereby 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, agent or employee, as a result or consequence of obtaining or being awarded any agreement. Grantee is aware of and understands that any such act(s), omission(s), or other conduct resulting in the payment of money, consideration, or other thing of value will render this Agreement void and of no force and effect.

Grantee Representative Initials _____

9.5 PROHIBITED AND PERMITTED USE OF FUNDS.

Grantee acknowledges and understands that it is prohibited from using the Grant Funds for any purpose that is not permitted under the Updated Program Guidelines. Grantee agrees to use Grant Funds only for the purpose stated in Grantee's application and for the purpose of completion of the Project.

9.6 FALSE STATEMENTS.

Grantee understands that making false statements or claims in connection with this Agreement is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

9.7 NOTICES.

All notices, demands, invoices, and communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

To City:
City of Carson
701 East Carson Street
Carson, CA 90745
Attn: James Nguyen, Special Projects Manager
Email: jnguyen@carsonca.gov

To Grantee:
Rachel Canlas
RLK Fragrances Plus
2601 E Carson Street
Carson, CA 90810
Email: rlkfragrancesplus@yahoo.com
Phone: (310) 513 - 0925

9.8 SEVERABILITY.

Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.

9.9 CORPORATE AUTHORITY.

The persons executing this Agreement on behalf of the Parties warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this 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.

9.10 GRANTEE REPRESENTATIVE AND CITY'S CONTRACT OFFICER.

The following principal(s) and/or representative(s) of Grantee is/are hereby designated as the person(s) authorized to act on Grantee's behalf with respect to this Agreement and to make all decisions in connection herewith:

Rachel Canlas, Owner

James Nguyen, Special Projects Manager, or such person as may be designated by the City Manager, is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and Project specified herein and to make all decisions in connection therewith ("Contract Officer").

9.11 WAIVER.

The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

9.12 GOVERNING LAW AND VENUE.

This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.

9.13 INTERPRETATION.

Grantee acknowledges that it has had ample opportunity seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.

9.14 TIME OF ESSENCE.

Time is of the essence of this Agreement.

9.15 THIRD PARTIES.

Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."

9.16 NON-LIABILITY OF OFFICIALS AND EMPLOYEES OF THE CITY.

No official or employee of the City shall be personally liable for any default or liability under this Agreement.

9.17 COUNTERPARTS AND SIGNATURES.

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, will be deemed to constitute one and the same agreement. The facsimile, email or other electronically delivered signatures of the Parties shall be deemed to constitute original signatures.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written.

CITY:

CITY OF CARSON, a California charter city

_____
David C. Roberts, Jr., City Manager

ATTEST:

_____
Dr. Khaleah R. Bradshaw, City Clerk

APPROVED AS TO FORM:
Aleshire & Wynder, LLP

_____
Sunny K. Soltani, City Attorney

GRANTEE:

_____

_____
Name:

_____
Title:

_____
Name:

_____
Title:

***Two corporate officer signatures required when Grantee 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.**

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.

On _____, 2026 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_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

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

_____

_____

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.

On _____, 2026 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 WORK

Commercial Façade Improvement Program

Name: Rachel Canlas, RLK Fragrances Plus	Tel. No.: 310-513-0925
Address: 2601 E Carson St.	Date: 05/05/2026

All work is to be done per City of Carson building, planning, and public works codes after submission of all applicable contractor's licenses to the City's Contract Officer. In order to establish standards of quality, the detailed specifications may refer to a certain product by name and/or from a major manufacturer. This procedure is not to be construed as eliminating from competition of other product of equal or better quality by other manufacturers. The Grantee shall furnish a list of proposed desired substitutions prior to signing of the contract. All items listed on work write-up, unless otherwise specified, shall include all finish work, including all trim hardware, patching, and finish painting and/or staining. All overhead and profit should be included in each line item. Use of lead-based paint is prohibited. Removal or work on asbestos and lead containing materials is subject to applicable federal, state, and local regulations.

Any questions regarding this project, the plans, and specifications should be submitted to Miguel Rameriz at mramirez@carsonca.gov.

WORK DESCRIPTION AND STANDARD SPECIFICATIONS

Attached images are from the Bid Proposal Form
Case# CRP-2501
Dated: November 19,2025.
File Name: DAN P1 Pages, 19-24

CITY OF CARSON
Commercial Rehabilitation Program

WORK DESCRIPTION AND BID PROPOSAL FORM

Name:	City of Carson	Case No.:	CRP-2501
Address:	2601 E. Carson Street	Tel. No.:	(310) 830-7600 #1306
City:	Carson, CA 90810	Date:	November 19, 2025

All work is to be done per City of Carson building, planning, and public works codes. In order to establish standards of quality, the detailed specifications may refer to a certain product by name and/or from a major manufacturer. This procedure is not to be construed as eliminating from competition of other product of equal or better quality by other manufacturers. The contractor shall furnish a list of proposed desired substitutions with bid proposal. All items listed on work write-up, unless otherwise specified, shall include all finish work, including all trim hardware, patching, and finish painting and/or staining to the immediate area. All overhead and profit should be included in each line item. Use of lead-based paint is prohibited. Removal or work on lead and asbestos containing materials is subject to applicable federal, state and local regulations.

Any questions regarding this project, the plans, and specifications should be made to Miguel Ramirez at (310) 830-7600 #1306.

WORK DESCRIPTION AND STANDARD SPECIFICATIONS	ESTIMATE
ITEM DESCRIPTION:	**ESTIMATE:**
1. **Demolition:** • Remove existing chain link fence, pole sign with base, wall mounted signs, address identifiers, light fixtures, and electrical with conduit as required. • Remove existing landscaping and irrigation system as required. • Remove any items necessary to complete the improvements as shown on the attached conceptual drawings.	$ 9000

NOTE: Contractor shall be responsible for hauling away all material debris and leaving the site in a broom clean condition on a DAILY basis. Contractor shall provide full pedestrian protection during remodeling in accordance with City of Carson code requirements and shall ensure business is in operation during business hours.

Contractor shall also protect the existing roof, roof scuppers, utility meters, parking lot, and all areas not to be rehabilitated.

Owner to be responsible for the temporary removal of any items within 5 feet of area to be rehabilitated. Owner shall contact their alarm company for temporary disconnection and reconnection of alarm system at owner's expense.

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2. **Electrical:** $ 4500
Contractor shall install new electrical junction boxes to accommodate four new wall packs and a new sign. Electrical shall include new concealed conduit, wiring, breaker, separate light switches, sign circuit with timer, and sub-panel (if needed). All work to be in accordance with Local Building Code.

3. **Architectural Foam:** $ 6500
Install new decorative 8" foam trim molding with stucco finish by VEFO Products or approved equal at the front and west side of the property as indicated on attached conceptual drawings. Contractor shall prime and paint the newly installed foam with exterior grade paint. Foam to be attached to the building in strict accordance with the manufacturers' specifications.

4. **Metal Wall Cap:** $ 5300
Contractor shall install a new sheet metal wall cap on the front and west side of the existing parapet walls. Contractor shall prime and paint the newly installed wall caps with exterior grade paint to match the existing foam trim. Wall cap to be painted with a minimum of two coats of paint or until an even finish is achieved.

5. **Exterior Paint:** $ 10900
Prepare the new wood fence, trash enclosure, bollards, foam, wall cap, awning, security bars/doors, three walls, and any other surface that require paint on the exterior of the building to receive new fresh paint. Pull all nails and tacks; fill all holes and cracks; scrape smooth all rough or paint curled surfaces; and apply primer to all bare or exposed wood or metal. Paint all areas with appropriate exterior grade paint minimum 2 coats or until an even finish is achieved in accordance with the attached conceptual drawings. Final colors to be approved by the Planning Department prior to application.

Awning, Foam, Trash Enclosure	Sherwin-Williams SW 6279 Black Swan
Walls	Sherwin-Williams SW 7031 Mega Greige

NOTE: As part of this line-item contractor shall replace any damaged vents on the front and sides of the property to be rehabilitated. Contractor shall also pressure wash existing walkways upon application of paint.

6. **Exterior Lighting:** $ 5300
Provide and install four (4) new 15-watt LED Wall Packs by Lumecon BLS-FTW or approved equal. Wall pack locations to be approved by the Planning Department prior to installation. All lighting is required to be UL approved and in accordance to Local Building Code.

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7. **Metal Awning:** $ 7500
Contractor shall install a new metal awning (30'-6" L x 3'-10" D) with standing seam metal roof and aluminum framing at the front of the property. New metal awning design, color, configuration, and location to be in accordance to the attached conceptual drawings.

NOTE: Contractor shall submit and pay for any construction/engineer drawings as indicated by the Building Department. Installation to be in strict accordance with the manufacturer.

8. **Wood Fence System:** $ 8500
Contractor shall remove and dispose of existing fence located in the west side yard (perimeter fence). Contractor shall install a new 6' high solid wood fence. Fence to include new 4"x4" posts with concrete foundation pads, a 4' wide gate, and a 9' wide rolling gate as indicated on attached conceptual. Contractor to verify with the Planning and Building Department as to the restrictions of height and materials of fence to be installed. All work to be in accordance with the manufacturer specifications, Planning Department, and Local Building Code.

NOTE: As part of this line-item contractor shall install a new aluminum louvered A/C cover.

9. **Irrigation and Landscaping (Private Property):** $ 7300
Contractor shall install a new irrigation system at the existing planter box area. Irrigation system shall include but is not limited to a new timer at the interior of building, all necessary electrical and plumbing, backflow device with metal enclosure by ECONOCAGE or approved equal, subterranean sprinkler valves, and sprinkler/bubbler heads. Contractor shall then plant two 36" box Western Redbud, nine 5 gal. Green Carpet Natal Plum, six 5 gal. Golden Barrel Cactus, and ten 5 gal. Coast Rosemary plants as indicated on attached Landscape Plan. Contractor shall install 1-inch brown bark mulch throughout the planter box area. Contractor shall ensure to leave irrigation system operational and instruct the owner on activating instructions. All work to be in accordance with Local Building Code, Planning Code, and Landscape Plan.

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10. **Irrigation and Landscaping (Public Parkway):** $ 4900
Contractor shall remove existing concrete as indicated on attached conceptual drawings. Contractor shall then prepare the soil and install a new irrigation system. Irrigation system shall include but is not limited to a new timer at the interior of building, all necessary electrical and plumbing, subterranean sprinkler valves, and sprinkler/bubbler heads. Contractor shall then plant three 36" box Western Redbud trees. Contractor shall install 1-inch brown bark mulch throughout the planter box area. Contractor shall ensure to leave irrigation system operational and instruct the owner on activating instructions. All work to be in accordance with Local Building Code, Planning Code, and Landscape Plan.

11. **Address Identifiers:** $ 1450
Contractor shall install new non-lit channel letter numerical identifiers "2601" at the front of building. Identifiers shall be in a font and color that complement the new building colors (8 inches in height). Color and font to be approved by the owner and submitted to the Planning Department for final approval.

NOTE: As part of this line item contractor shall install black out window film on all windows located on the parking lot side of the building.

12 **Channel Letter Sign:** $ 7300
Contractor shall install a new illuminated LED channel letter sign indicating "RLK Fragrances Plus". New channel letters shall be standard boxes with acrylic faces. Contractor to submit construction drawings to the Building and Planning Department for approval prior to installation. Owner to approve lettering prior to fabrication. All work to be in accordance with Local Building Code.

CITY FEES:

13. **Insurance and Mobilization:** $ 4500
Contractor shall obtain all necessary insurances in accordance to City regulations and shall add the City of Carson as an additional insured. Bid price to include any related storage fees and mobilization of materials and equipment/tools.

14. **Building Permits with Associated Fees and City Business License:** $ 1500
Obtain and pay for Carson building permits, business license, and inspections.

NOTE:

All work shall include the protection of buildings as well as maintaining the

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premises clean at all times. All debris resulting from any work conducted in connection with this contract shall be the property of the contractor, who is responsible for its timely removal and lawful disposal. Work site shall be maintained in a clean and orderly manner, and upon completion, property shall be left in a "broom clean" condition.

PROJECT TOTAL: $ 84450

NOTE: I HAVE REVIEWED THE ABOVE WORK DESCRIPTION AND SPECIFICATIONS AND UNDERSTAND THAT ANY CHANGES OR ADDITIONS MUST HAVE PRIOR APPROVAL BY THE CITY OF CARSON TO BE ELIGIBLE FOR FUNDING. I ALSO UNDERSTAND THAT THE TOTAL COST OF REPAIRS CANNOT EXCEED THE AMOUNT AWARDED BY THE CITY, THEREFORE ALL ITEMS INCLUDED ON THE ABOVE LIST MAY NOT BE COMPLETED UNDER THIS PROGRAM.

Owner Signature:	Date: 11/23/25

The undersigned, having become thoroughly familiar with the terms and conditions of the proposed Contract Documents and with local conditions affecting the performance and costs of the work at the place where the work is to be completed, and having fully inspected the site in all particulars, hereby proposed and agree to fully perform the work within the time stated and in strict accordance with the proposed Contract Document including furnishing of any and all labor, materials, services necessary equipment and to do all work required to construct, and complete said work in accordance with the Contract Documents for the sum of money as indicated on the Work Description and Bid Proposal Form and summarized as follows:

Eighty four thousand four hundred fifty Dollars, ($ 84450)
Price In Words *Price In Numbers*

If awarded the contract, the bidder agrees to present the following documents to the City of Carson prior to the issuance of the Notice to Proceed: Valid certificates covering Auto, Liability, and Worker's Compensation insurance including the City of Carson as additionally insured.

It is further agreed that if awarded this contract, no advances or down payments will be issued to contractor and 10% of all requested payouts would be retained until the project is completed to the approval of the owner and all approving agents. Completion of this project will require 60 calendar days.

Contractor: Dan Contractor	Lic. No. & Class.: 818033 B
Signature:	Phone No.: 5628246129
Address: 1328 N Catalina St Orange CA 92824	

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01007.0001/874383.1

Proposed Front Facade

Proposed Side Yard

Proposed Birds Eye View

General Notes:

1. Existing building at 2601 East Carson St.
2. Gross building area is approx. 1,877 sf, 16'-0" high. GC to field verify.
3. Paint existing bollards bright yellow.
4. (1) Louvered, prefab A/C covers provided.
5. Trash Enclosure Approximately 16'-5" L x 5'-6" D x 6' H
6. Landscape area approx. 358 sf.
7. Replace channel letter, back lit signs with back lit, channel letter signs at all locations. Typical.
8. Sign vendor to finalize sign designs. Sign shown in renderings is considered a place holder for final professional sign design, from sign vendor.
9. New landscape to include drought tolerant plants, ground cover plants and a thin layer of mulch for weed prevention while ground cover establishes.
10. New fence at Perfume4Less will require a 36" gate and clear path to gate.

Existing Side Yard

Existing Front Facade

Parcel Map

Disclaimer:
This is not a construction document or building permit. This is a conceptual design & rendering only.

CITY OF CARSON STOREFRONT IMPROVEMENT PROGRAM

BLOCK 1A - Parcel 731-600-8013
RLK Fragrance Plus
2601 East Carson Street - Carson, CA

EAST CARSON CORRIDOR DESIGN CONCEPT
November 4, 2025

Mour Group Engineering + Design
6593 RIVERDALE STREET
SAN DIEGO, CA 92120
TEL: 619.727.4800

NOTE:

Grantee must obtain and pay for City of Carson building permits, business license, and inspections.

All work shall include the protection of building as well as maintaining the premises clean at all times.

All debris resulting from any work conducted in connection with this contract shall be the property of the Grantee, who is responsible for its timely removal and lawful disposal. Work site shall be maintained in a clean and orderly manner, and upon completion, property shall be left in a “broom clean” condition.

EXHIBIT "B"
SAMPLE CONTRACTOR AGREEMENT

EXHIBIT "C"
SCHEDULE OF PERFORMANCE

PERMITS: Before commencement of any Project work, Grantee and its contractor shall obtain any and all permits and approvals which may be required by the City or any other governmental agency with jurisdiction. Execution of this Agreement by City shall not be construed as any commitment by City to issue any permits and Grantee and its contractor must obtain all permits pursuant to the City's standard process and requirements.

COMMENCEMENT OF PROJECT WORK: Grantee agrees that the Project work shall not commence until all permits are issued and City has issued a Notice to Proceed and delivered same to Grantee ("Notice to Proceed").

In lieu of disbursement of grant monies to Grantee, the Parties agree that City will disburse to Grantee's contractor an amount not to exceed $84,450 ("Grant Funds") for satisfactory completion of the Project upon submission by Grantee's contractor of the documentation required in Section 2 of Grantee's contract with its contractor (Exhibit B).

CONSTRUCTION SCHEDULE: The Project work shall commence not later than ten (10) days after the City issues the Notice to Proceed to Grantee and its contractor, and shall be completed within ninety (90) days thereafter except as stated otherwise or as mutually agreed in writing by Grantee and City. The Project work shall be deemed complete upon written notification specifying that the Project work has been completed issued by the Citywide Façade Improvement Program manager or designee and delivered to Grantee.

The City shall make reasonable efforts to coordinate construction activities with Grantee to minimize disruption to the operation of the business to the maximum extent practicable.

At the City's sole discretion, the schedule may be modified subject to the approval of the City's Program Manager or his/her designee.

EXHIBIT "D"

APPROVED CONSTRUCTION DOCUMENTS

[TO BE INSERTED SEPARATELY]

EXHIBIT "E"

COVENANT FOR COMPLETION AND MAINTENANCE

FAÇADE IMPROVEMENT PROGRAM GRANT AGREEMENT

[ECONOMIC DEVELOPMENT BENEFIT AGREEMENT FOR EAST CARSON CORRIDOR]

This Façade Improvement Program Grant Agreement ("Agreement") is entered into effective _____, 2026 ("Effective Date"), by and between the CITY OF CARSON, a charter city and municipal corporation (the "City"), on the one hand, and Yvette Rodriguez ("Grantee"), owner of property located at 2605 E Carson St., Carson, California ("Property"), on the other hand. The parties hereto are collectively referred to as the "Parties."

RECITALS

WHEREAS, on June 21, 2022, the City passed Resolution No. 22-131 which established a Citywide Commercial Facade Improvement Program (the "Program") pursuant to the adopted Carson Façade Improvement Program Guidelines ("Program Guidelines") for the public purpose of encouraging the improvement, stimulation and revitalization of the exterior facades of existing commercial buildings in various commercial corridors such as along Avalon Boulevard, Main Street, Sepulveda Boulevard, Carson Street, and Figueroa Street.

WHEREAS, the Program is administered by the City and funded by City's General Fund pursuant to an authorized allocation made by the City Council during the City's budget adoption process.

WHEREAS, on _____, 2026, the City Council approved changes to the Program by adopting a modified version of the Program Guidelines ("Updated Program Guidelines") which now contains a no match requirement for certain businesses located on the north side of Carson Street between Harbor View Avenue and Santa Fe Avenue.

WHEREAS, on November 6, 2018, City's voters approved a new Charter for the City which included a comprehensive set of economic development incentives and programs to promote the development of the City of Carson given the unique environmental constraints, to create jobs and to preserve the sound fiscal basis of City. City has determined that under the Charter, City has broad economic development powers to enact measures, to enter into agreements, and to loan, grant, fund, or finance projects which will provide public benefit and protect the public health, safety and welfare of the community, which programs may be carried out singly or in combination in a manner to promote the economic development objectives set forth in Section 206 of the Charter, which specifically allows for the use of "Tax and Assistance Agreements" for sales taxes, transient occupancy taxes, utility taxes or other taxes to be shared with the generator, and rebates or waivers of franchise fees, business license fees, development impact fees, or other revenue sources, or any other economic development subsidy, after a public hearing

identifying the amount and terms of such assistance and the justification for such assistance.

WHEREAS, on March 19, 2024, the City Council adopted Ordinance No. 24-2404 in furtherance of Section 206 of the Charter, specifically authorizing the City to pursue economic development activities by entering into agreements for provision of loans or grants to certain commercial property owners.

WHEREAS, the incentives provided in this Agreement are intended by the City to be consistent with and promote the purposes of Section 206 of the Charter, Ordinance No. 24-2404 and the Updated Program Guidelines by City providing a grant to Grantee for the purpose of, without limitation, stimulating commercial development within the City, increasing jobs, decreasing blight, and increasing tax revenue to the City. This Agreement has been approved by the City Council following all legally required notices and public hearings.

WHEREAS, the Property is a commercial business located within the geographical limits contemplated under the Updated Program Guidelines and is eligible for participation in the Program.

WHEREAS, under the Updated Program Guidelines, the City is authorized to provide grants to commercial businesses with no match requirements from eligible applicants.

WHEREAS, Section 206 of the Carson Charter is consistent with Government Code Section 53083 which authorizes local agencies to provide economic development subsidies in the amount $100,000 or more where the local agency provides written notice through its website concerning the economic development subsidy and the information required under subsection (a) therein.

WHEREAS, in those instances where the Grant Funds equal $100,000 or more, the City has complied with all requirements of Government Code Section 53083.

WHEREAS, this Agreement has been reviewed by City with respect to applicability of the California Environmental Quality Act **(**"CEQA"**)**, the State CEQA Guidelines (California Code of Regulations, Title 14, §§ 15000 *et seq*., hereafter the "CEQA Guidelines"), and any applicable local CEQA policies and procedures and City has determined that this Agreement is not a "project" for purposes of CEQA, as that term is defined by CEQA Guidelines section 15378, because City has determined, in its discretion and based on substantial evidence, that this Agreement presents no potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment, or alternatively, even if it did constitute a project, it would be exempt pursuant to Section 15301 of the CEQA Guidelines (Class 1 exemption for minor alteration of existing public or private structures involving negligible or no expansion of existing use).

WHEREAS, in accordance with the City's Charter powers and Ordinance No. 24-2404, the City Council wishes to enter into this Agreement with Grantee to provide a grant in order to further the objectives of the Program, it being understood that Section 206 of the Charter allows the City to pursue economic development to the maximum degree permitted by the California Constitution.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and conditions contained herein, and upon acknowledgement of each of the Parties of the receipt of valuable consideration, it is agreed as follows:

AGREEMENT

SECTION 1: GRANT FUNDING; PAYMENT; PUBLIC BENEFITS

In lieu of disbursement of grant monies to Grantee, the Parties agree that City will disburse to Grantee's contractor an amount not to exceed $53,150 ("Grant Funds") for satisfactory completion of the Project upon submission by Grantee's contractor of the documentation required in Section 2 of Grantee's contract with its contractor (Exhibit B).

Under the Updated Program Guidelines, City funds are eligible for uses including but not limited to: installation of new or repair or replacement of exterior signs; installation of new or repair or replacement of awnings, canopies, or sunshades; painting or replace or repair exterior surface treatment; asphalt paving, replacement or repair of tiles or decorative pavers; sidewalk or courtyard repaving; repair or replacement of masonry walls or footings; outdoor lighting: installation of new exterior lighting fixtures or repair or replacement of existing exterior lighting fixtures; installation, repair or replacement of decorative or security fencing; replacement of plate glass windows; re-glazing of windows or change of window mullions with the approval of application by the City.

The City Council finds that the Program, as implemented in part through completion of the Project, will without limitation, stimulate commercial development within the City, increase jobs, decrease blight, and increase tax revenue to the City ("Public Benefits"). As an additional Public Benefit, where feasible for Grantee when hiring contractors to perform work for the Project, Grantee shall use commercially reasonable, good faith efforts to hire contractors whose principal address is located within the City of Carson.

SECTION 2: WORK COMPLETION; PREVAILING WAGES

2.1 SCOPE OF WORK AND SCHEDULE OF PERFORMANCE

Grantee agrees that it shall utilize the Grant Funds to pay for those improvements

specified in the Scope of Work attached hereto and incorporated herein as Exhibit "A," which is at times referred to herein as the "Project," in accordance with Grantee's completed application ("Application") on file at City Hall. No changes or additions to the Scope of Work will be permitted without prior written approval of the City's Contract Officer, and any changes made without the requisite approval will not be eligible for funding and will be deemed a material breach of this Agreement. All work toward such Project will be performed and completed (i) by Grantee entering into a contract with its selected contractor where the contract is substantially similar to the sample contract provided in Exhibit "B"; (ii) within and in accordance with the Updated Project Guidelines; (iii) by a State licensed contractor within the time period(s) established in Exhibit "C," the "Schedule of Performance" unless otherwise authorized by the City; and (iv) in accordance with approved construction documents as detailed in Exhibit "D," with Exhibits B, C and D attached hereto and incorporated herein by this reference. Grantee agrees to allow the City or its agents access to buildings and the storefront improvements at the Property, when convenient for the Parties, for inspection of the Project work. Such inspections shall not replace any required permit inspections by the City's Building Inspectors. All work which is not in conformance with the approved plans, design drawings and specifications shall be immediately remedied by the Grantee at Grantee's sole expense and deficient or improper work shall be replaced and made to comply with the approved plans, design drawings and specifications and the terms of the Agreement.

2.2 PREVAILING WAGES

Certain or all portions of the Project may be subject to prevailing wages under the Labor Code. More specifically, if the amount of the Grant Funds exceeds $1,000 and is 2% or more of the total cost of the Project, the below provisions will apply.

Grantee acknowledges that the construction and construction-related activities for the Project are subject to the California Prevailing Wage Law, and Grantee is required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations ("DIR") under Section 1720, *et seq*., of the California Labor Code for all covered work performed on the Project. The applicable prevailing rates are on file with, and open to inspection at, the Community & Economic Development Department (Special Projects Division) and is referred to and made a part hereof. Due to the fact that Prevailing Wage Law applies to construction work performed for the Project, the Grantee's contractor(s) shall submit weekly certified payrolls of all workers employed on the construction of the Project to the City in a form acceptable to the City. Grantee acknowledges the possibility of wage increases during construction work performed for the Project and that Grantee and/or its contractor(s) shall be responsible for paying such increases. Grantee acknowledges that it is aware of and shall comply with, and that its contractor(s) shall be aware of and shall comply with, the following sections of the California Labor Code: (i) Section 1725.5 requiring that all contractors and subcontractors performing work on the Project be registered with, and pay an annual fee to, the DIR prior to and during the performance of any work towards the Project; (ii) Section 1775 prescribing penalties for failure to pay prevailing wage rates; (iii) Section 1776 requiring the making, keeping, and disclosing of

detailed certified payroll records and prescribing penalties for failure to do so; (iv) Section 1777.5 prescribing the terms and conditions for employing registered apprentices; (v) Section 1810 providing that eight hours of labor shall constitute a day's work; and (vi) Section 1813 prescribing penalties for violations of the provisions concerning eight-hour work days and forty-hour work weeks. If Grantee violates the foregoing or any other Prevailing Wage Laws, Grantee shall be solely liable for the cost thereof and shall indemnify and hold the City officers, employees and agents harmless from any liability or penalties therefor. This Project will be developed and budgeted for assuming the payment of prevailing wages as needed.

2.3 PROJECT FUNDING

Grant Funds shall only be used to pay for the improvements as stipulated under the Scope of Work (Exhibit A) and in the time and manner specified under the Schedule of Performance (Exhibit C). It is incumbent upon the Grantee to ensure that Project is carried out in accordance with the Project's approved scope and timeline. Any deviation in the Scope of Work and/or Schedule of Performance must be approved by the City in advance and in writing. Work performed outside the specification of the Scope of Work and/or outside the timeframe established under the Schedule of Performance are not eligible for Grant Funds.

2.4 COVENANT FOR COMPLETION AND MAINTENANCE

Concurrent with execution of this Agreement, Grantee shall execute a Covenant for Completion and Maintenance to be recorded with the Los Angeles County Recorder's Office, a copy of which covenant is attached hereto and incorporated herein by this reference as Exhibit "E," requiring Grantee or its successors and assigns, to complete the Project in accordance with the Schedule of Performance (Exhibit "C"). The covenant will also require Grantee and its successors and assigns to maintain the design and paint colors established for the Property under this Agreement for a period of at least five (5) years from the date the Project is completed, as determined by the Citywide Façade Improvement Program manager or designee.

SECTION 3: AUDITS; MISUSE OF FUNDS

City reserves the right to designate its own employee representative(s) or its contracted representative(s) with a Certified Public Accounting firm who shall have the right to audit Grantee's accounting procedures and internal controls of Grantee's financial systems as they relate to the Grant Funds and to examine any cost, revenue, payment, claim, other records or supporting documentation resulting from any items set forth in this Agreement. Any such audit(s) shall be undertaken by City or its representative(s) at mutually agreed upon reasonable times and in conformance with generally accepted auditing standards. Grantee agrees to fully cooperate with any such audit(s).

If the Grantee, or Grantee's designated contractor should utilize the funds for anything other than as stated in the Application, the City may thereupon recover the entire

amount of the Grant Funds from Grantee and/or the subsequent operator of the Property, together with reasonable attorney fees and costs incurred in enforcing this provision. This provision shall **not** apply where the proposed changes are first reviewed and approved by the City. Approval shall not be unreasonably withheld to the extent the proposed changes are authorized in the Updated Program Guidelines.

SECTION 4: REMEDIES FOR BREACH

In the event the Grantee or any subsequent operator breaches Section 3 of this Agreement, in addition to all legal and equitable remedies available to the City, the City may thereupon deny any request(s) for reimbursement and/or recover the entire amount of the Grant Funds from the Grantee and/or the subsequent operator of the Property, together with reasonable attorney fees and costs incurred in enforcing this provision.

SECTION 5: INSURANCE AND INDEMNIFICATION.

5.1 INDEMNIFICATION

To the maximum extent permitted by law, the Grantee hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of the Grantee's performance or work hereunder (including any of its officers, agents, employees, contractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, or any loss of business in connection with construction over the course of completion of the Project and damage to City property, or any construction defect that may arise from City-provided design services or the Project's compliance with City-recommended designs, or any other liability that may arise from work performed on the Project pursuant to the contract between Grantee and its contractor, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. The Grantee's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Grantee or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

Indemnitees do not and shall not waive any rights that they may possess against the Grantee because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.

The Grantee, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.

5.2 INSURANCE.

A. Without limiting Grantee's obligations to City under Section 5.1, and prior to commencement of any construction toward the Project, Grantee shall obtain, provide and maintain at its own expense during the term of this Agreement (at times extending beyond the term), policies of insurance of the types and amounts described below and in a form satisfactory to City.

(i) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). Grantee shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form ISO CGL CG 00 01 or equivalent, in an amount not less than $2,000,000 per occurrence, $4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(ii) Worker's Compensation Insurance. Grantee shall maintain 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 Grantee 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 Grantee in the course of carrying out the work contemplated in this Agreement.

(iii) Automotive Insurance. Grantee shall maintain ISO Form Number CA 00 01 covering any auto (Code 1), or if the Grantee has no owned autos, covering hired (Code 8), and non-owned autos (Code 9), with limit no less than $1,000,000 combined single limit for each accident for bodily injury and property damage.

(iv) Flood Insurance. If the Property is located in a FEMA designated high-risk area (zones A or V), Grantee shall maintain flood insurance in an amount not less than the total cost of the improvements specified in the Scope of Work.

(v) Builder's Risk Insurance. Grantee 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. The City shall be included as a "loss payee" in the amount of the Grant Funds.

If the Grant Funds is less than $50,000, then at the option of City, an Installation Floater may be acceptable in lieu of Builder's Risk Insurance. For Contract Sum exceeding $50,000, an Installation Floater may still be considered in place of Builder's Risk based on the project scope, subject to approval by the City's Risk Manager. 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.

B. 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 the insured's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended, cancelled or non-renewed 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 Grantee shall, prior to the cancellation date, submit new evidence of insurance in conformance with this section to the Contract Officer. No work or services under this Agreement shall commence until the Grantee has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

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

SECTION 6: ADDITIONAL WORK

Nothing contained in this Agreement is intended to limit, restrict, or prohibit the Grantee from undertaking additional work in or about the subject premises, which is

unrelated to the approved improvements provided for in this Agreement; provided, however, that City approves such work in advance.

SECTION 7: TERM AND TERMINATION

7.1 TERM

This Agreement shall be binding upon the City and upon the Grantee and Grantee's successor(s) to the Property for a period of (2) two years after the Effective Date. It shall be the responsibility of the Grantee to inform subsequent owner(s)/lessee(s) of the Property of the provisions of this Agreement.

7.2 TERMINATION

The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Grantee, except that where termination is due to the fault of Grantee, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, Grantee 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) Grantee 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. Without limiting the generality of the foregoing, City may terminate this Agreement for cause where Grantee fails to cooperate or respond to communications from the City. In any such event, City may issue a 14-day notice requesting confirmation of continued participation in the Program and if Grantee does not respond within that period, the City may issue a termination letter which will serve as notice of termination of this Agreement. Immediately following termination of this Agreement for any reason, City and Owner must notify Owner's contractor in writing of such termination.

SECTION 8: DESIGNS

Notwithstanding any provision of this Agreement, Grantee is responsible for obtaining applicable design review approvals, obtaining all required permits, and complying with all applicable laws and Updated Program Guidelines. As part of the Program, City has offered Grantee complimentary design guidance services for the Project ("Design Guidance Services") and, unless Grantee indicates by checking the box below, Grantee agrees to utilize City's Design Guidance Services for the Project. Grantee utilizing the Program's complimentary design guidance are also subject to requirements of this section.

☐

By checking the box above, Grantee acknowledges that City has offered Grantee complimentary Design Guidance Services but Grantee has declined such services and

instead, is electing to obtain its own licensed architect to prepare designs for the Project. In so doing, Grantee understands and agrees that all designs prepared by Grantee's architect must comply with City's recommended designs for the Project.

SECTION 9: MISCELLANEOUS PROVISIONS

9.1 RECITALS.

All recitals in this Agreement are hereby incorporated into this Agreement as if set forth fully herein.

9.2 COVENANT AGAINST DISCRIMINATION.

Grantee covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that in the performance of this Agreement, there shall be no discrimination against or segregation of any person or group of persons on account of race, religious creed, color, gender, national origin, ancestry, physical disability, mental disability, medical condition, pregnancy, marital status, age, sexual orientation, or any other basis pertaining to a protected characteristic under applicable federal, state, or local law.

9.3 CONFLICTS OF INTEREST.

Grantee, its agents and employees shall comply with applicable federal, state, and local laws and regulations governing conflict of interest. Grantee covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that may be affected by its obligations to perform under this Agreement, or that would conflict in any manner with its obligations hereunder. Grantee further covenants that, in performing this Agreement, no person having any such interest shall be employed by it. Furthermore, Grantee shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this agreement. Grantee agrees not to accept any employment or representation during the term of this Agreement that is or may likely make Grantee "financially interested" (as provided in California Government Code Sections 1090 and 87100) in any decision made by City on any manner in connection with which Grantee has been retained pursuant to this Agreement.

9.4 WARRANTY AND REPRESENTATION OF NON-COLLUSION.

City hereby warrants and represents that no official, officer, agent or employee of the City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, agent or employee of the 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 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 interest found to be "remote" or "non interest" pursuant to California Government Code Sections 1091 and 1091.5.

Grantee hereby 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, agent or employee, as a result or consequence of obtaining or being awarded any agreement. Grantee is aware of and understands that any such act(s), omission(s), or other conduct resulting in the payment of money, consideration, or other thing of value will render this Agreement void and of no force and effect.

Grantee Representative Initials _____

9.5 PROHIBITED AND PERMITTED USE OF FUNDS.

Grantee acknowledges and understands that it is prohibited from using the Grant Funds for any purpose that is not permitted under the Updated Program Guidelines. Grantee agrees to use Grant Funds only for the purpose stated in Grantee's application and for the purpose of completion of the Project.

9.6 FALSE STATEMENTS.

Grantee understands that making false statements or claims in connection with this Agreement is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

9.7 NOTICES.

All notices, demands, invoices, and communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

To City:
City of Carson
701 East Carson Street
Carson, CA 90745
Attn: James Nguyen, Special Projects Manager
Email: jnguyen@carsonca.gov

To Grantee:
Yvette Rodriguez
2605 E Carson Street
Carson, CA 90810
Email:
Phone:

9.8 SEVERABILITY.

Any provision of this Agreement that is found invalid or unenforceable shall be

deemed severed and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.

9.9 CORPORATE AUTHORITY.

The persons executing this Agreement on behalf of the Parties warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this 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.

9.10 GRANTEE REPRESENTATIVE AND CITY'S CONTRACT OFFICER.

The following principal(s) and/or representative(s) of Grantee is/are hereby designated as the person(s) authorized to act on Grantee's behalf with respect to this Agreement and to make all decisions in connection herewith:

Yvette Rodriguez, Owner

James Nguyen, Special Projects Manager, or such person as may be designated by the City Manager, is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and Project specified herein and to make all decisions in connection therewith ("Contract Officer").

9.11 WAIVER.

The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

9.12 GOVERNING LAW AND VENUE.

This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.

9.13 INTERPRETATION.

Grantee acknowledges that it has had ample opportunity seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.

9.14 TIME OF ESSENCE.

Time is of the essence of this Agreement.

9.15 THIRD PARTIES.

Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."

9.16 NON-LIABILITY OF OFFICIALS AND EMPLOYEES OF THE CITY.

No official or employee of the City shall be personally liable for any default or liability under this Agreement.

9.17 COUNTERPARTS AND SIGNATURES.

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, will be deemed to constitute one and the same agreement. The facsimile, email or other electronically delivered signatures of the Parties shall be deemed to constitute original signatures.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written.

CITY:

CITY OF CARSON, a California charter city

_____
David C. Roberts, Jr., City Manager

ATTEST:

_____
Dr. Khaleah R. Bradshaw, City Clerk

APPROVED AS TO FORM:
Aleshire & Wynder, LLP

_____
Sunny K. Soltani, City Attorney

GRANTEE:

_____

_____
Name:

_____
Title:

_____
Name:

_____
Title:

***Two corporate officer signatures required when Grantee 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.**

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.

On _____, 2026 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.

On _____, 2026 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 WORK

Commercial Façade Improvement Program

Name: Yvette Rodriguez	Tel. No.: 310-830-7600 #1306
Address: 2605 E Carson St.	Date: 05/05/2026

All work is to be done per City of Carson building, planning, and public works codes after submission of all applicable contractor's licenses to the City's Contract Officer. In order to establish standards of quality, the detailed specifications may refer to a certain product by name and/or from a major manufacturer. This procedure is not to be construed as eliminating from competition of other product of equal or better quality by other manufacturers. The Grantee shall furnish a list of proposed desired substitutions prior to signing of the contract. All items listed on work write-up, unless otherwise specified, shall include all finish work, including all trim hardware, patching, and finish painting and/or staining. All overhead and profit should be included in each line item. Use of lead-based paint is prohibited. Removal or work on asbestos and lead containing materials is subject to applicable federal, state, and local regulations.

Any questions regarding this project, the plans, and specifications should be submitted to Miguel Rameriz at mramirez@carsonca.gov.

WORK DESCRIPTION AND STANDARD SPECIFICATIONS

Attached images are from the Bid Proposal Form
Case# CRP-2502
Dated: October 27, 2025.
File Name: DAN P1 Pages, 25 - 29

CITY OF CARSON
Commercial Rehabilitation Program

WORK DESCRIPTION AND BID PROPOSAL FORM

Name:	City of Carson	Case No.:	CRP-2502
Address:	2605 E. Carson Street	Tel. No.:	(310) 830-7600 #1306
City:	Carson, CA 90810	Date:	October 27, 2025

All work is to be done per City of Carson building, planning, and public works codes. In order to establish standards of quality, the detailed specifications may refer to a certain product by name and/or from a major manufacturer. This procedure is not to be construed as eliminating from competition of other product of equal or better quality by other manufacturers. The contractor shall furnish a list of proposed desired substitutions with bid proposal. All items listed on work write-up, unless otherwise specified, shall include all finish work, including all trim hardware, patching, and finish painting and/or staining to the immediate area. All overhead and profit should be included in each line item. Use of lead-based paint is prohibited. Removal or work on lead and asbestos containing materials is subject to applicable federal, state and local regulations.

Any questions regarding this project, the plans, and specifications should be made to Miguel Ramirez at (310) 830-7600 #1306.

WORK DESCRIPTION AND STANDARD SPECIFICATIONS	ESTIMATE
ITEM DESCRIPTION:	**ESTIMATE:**
1. **Demolition:** • Remove existing blade sign, rooftop sign, wall mounted signs, address identifiers, light fixtures, alarm box, and electrical with conduit as required. • Remove any items necessary to complete the improvements as shown on the attached conceptual drawings. **NOTE: Contractor shall be responsible for hauling away all material debris and leaving the site in a broom clean condition on a DAILY basis. Contractor shall provide full pedestrian protection during remodeling in accordance with City of Carson code requirements and shall ensure business is in operation during business hours.** **Contractor shall also protect the existing roof, roof scuppers, utility meters, parking lot, and all areas not to be rehabilitated.** **Owner to be responsible for the temporary removal of any items within 5 feet of area to be rehabilitated. Owner shall contact their alarm company for temporary disconnection and reconnection of alarm system at owner's expense.**	$ 9000

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2. **Electrical:** $ 4500
Contractor shall install new electrical junction boxes to accommodate one new goose neck light and a new sign. Electrical shall include new concealed conduit, wiring, breaker, separate light switches, sign circuit with timers, and sub-panel (if needed). All work to be in accordance with Local Building Code.

3. **Metal Wall Cap:** $ 7500
Contractor shall install a new sheet metal wall cap on the front and east side of the existing parapet walls. Contractor shall prime and paint the newly installed wall caps with exterior grade paint. Wall cap to be painted with a minimum of two coats of paint or until an even finish is achieved.

4. **Exterior Paint:** $ 10000
Prepare the bollards, fascia, accent trim, wall cap, security bars/doors, two walls, and any other surface that require paint on the exterior of the building to receive new fresh paint. Pull all nails and tacks; fill all holes and cracks; scrape smooth all rough or paint curled surfaces; and apply primer to all bare or exposed wood or metal. Paint all areas with appropriate exterior grade paint minimum 2 coats or until an even finish is achieved in accordance with the attached conceptual drawings. Final colors to be approved by the Planning Department prior to application.

Trim, Fascia	Sherwin-Williams SW 6279 Black Swan
Walls	Sherwin-Williams SW 6001 Grayish
Door Column	Sherwin-Williams SW 6005 Folk Stone

NOTE: As part of this line-item contractor shall replace any damaged vents and install new louvered A/C cover on the front and sides of the property to be rehabilitated. Contractor shall also pressure wash existing walkways upon application of paint.

5. **Exterior Lighting:** $ 5300
Provide and install one (1) new bronze colored Gooseneck light fixture by Hi-Lite Mfg. H15620 or approved equal. Gooseneck light fixture location to be approved by the Planning Department prior to installation. All lighting is required to be UL approved and in accordance with Local Building Code.

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6. **Address Identifiers:** $ 1450
Contractor shall install new non-lit channel letter numerical identifiers "2605" at the front of building. Identifiers shall be in a font and color that complement the new building colors (8 inches in height). Color and font to be approved by the owner and submitted to the Planning Department for final approval.

NOTE: As part of this line item, contractor shall install new vinyl numerical identifiers above each doorway "2605 and 2605 ½".

7 **Business Signs:** $ 9400
Contractor shall install a new illuminated LED channel letter sign indicating "Irene's Hair Cut". New channel letters shall be standard boxes with acrylic faces. Contractor shall also install a new layered sign indicating "310 Smoke Shop". New layered sign shall be front lit by the gooseneck light. Contractor to submit construction and design drawings to the Building and Planning Department for approval prior to installation. Owner to approve lettering prior to fabrication. All work to be in accordance with Local Building Code.

CITY FEES:

8. **Insurance and Mobilization:** $ 4500
Contractor shall obtain all necessary insurances in accordance with City regulations and shall add the City of Carson as an additional insured. Bid price to include any related storage fees and mobilization of materials and equipment/tools.

9. **Building Permits with Associated Fees and City Business License:** $ 1500
Obtain and pay for Carson building permits, business license, and inspections.

NOTE:

All work shall include the protection of buildings as well as maintaining the premises clean at all times. All debris resulting from any work conducted in connection with this contract shall be the property of the contractor, who is responsible for its timely removal and lawful disposal. Work site shall be maintained in a clean and orderly manner, and upon completion, property shall be left in a "broom clean" condition.

PROJECT TOTAL: $ 53150

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NOTE: I HAVE REVIEWED THE ABOVE WORK DESCRIPTION AND SPECIFICATIONS AND UNDERSTAND THAT ANY CHANGES OR ADDITIONS MUST HAVE PRIOR APPROVAL BY THE CITY OF CARSON TO BE ELIGIBLE FOR FUNDING. I ALSO UNDERSTAND THAT THE TOTAL COST OF REPAIRS CANNOT EXCEED THE AMOUNT AWARDED BY THE CITY, THEREFORE ALL ITEMS INCLUDED ON THE ABOVE LIST MAY NOT BE COMPLETED UNDER THIS PROGRAM.

Owner Signature:	Date:

The undersigned, having become thoroughly familiar with the terms and conditions of the proposed Contract Documents and with local conditions affecting the performance and costs of the work at the place where the work is to be completed, and having fully inspected the site in all particulars, hereby proposed and agree to fully perform the work within the time stated and in strict accordance with the proposed Contract Document including furnishing of any and all labor, materials, services necessary equipment and to do all work required to construct, and complete said work in accordance with the Contract Documents for the sum of money as indicated on the Work Description and Bid Proposal Form and summarized as follows:

Fifty three thousand one hundred fifty Dollars, ($ 53150)
Price In Words *Price In Numbers*

If awarded the contract, the bidder agrees to present the following documents to the City of Carson prior to the issuance of the Notice to Proceed: Valid certificates covering Auto, Liability, and Worker's Compensation insurance including the City of Carson as additionally insured.

It is further agreed that if awarded this contract, no advances or down payments will be issued to contractor and 10% of all requested payouts would be retained until the project is completed to the approval of the owner and all approving agents. Completion of this project will require 60 calendar days.

Contractor: Dan Contractor	Lic. No. & Class.: 818083
Signature:	Phone No.: 562 824 6123
Address: 1328 N catalina st orange ca 92869	

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01007.0001/874383.1

New, gooseneck light fixture.

New 8" building address numbers, typ. at each suite.

Replace Irene's Haircut Sign w/ similar new backlit channel letter sign.

Aluminum, air conditioner louvered cover. Color Dark Bronze.

Paint SW 6005 Folk Stone.

Repair stucco were necessary, paint SW 6001 Grayish.

Front lit, layered signage. Final design TBD by sign vendor.

Paint existing & replaced trim SW 6279 Black Swan.

Vinyl decal for 2605 1/2 address.

See Parcel 731-600-8015 and general note #9 for more information.

Paint Existing Bollards Bright Yellow.

Repair fascia, paint SW 6279 Black Swan.

Proposed Front Facade

General Notes:

1. Existing building at 2605 East Carson St.
2. Gross building area is approx. 1,322 sf, 16'-0" high. GC to field verify.
3. Paint existing bollards bright yellow.
4. (1) Louvered, prefab A/C covers provided.
5. Vinyl decals above entrance for 1/2 addresses.
6. Replace box signs with layered, front lit signage. New signage should be designed to cover most of the stucco damage from removing old box signs, to reduce the amount of repair necessary for painting. 7. Replace channel letter, back lit signs with back lit, channel letter signs at all locations. Typical.
8. Sign vendor to finalize sign designs. Sign shown in renderings is considered a place holder for final professional sign design, from sign vendor.
9. Paint existing wrought iron gate dark bronze to match new trash enclosures. Add new fencing, stained and sealed to match wood fence at side yard.
10. Remove existing blade sign from building. Patch and repair stucco and trim as necessary.

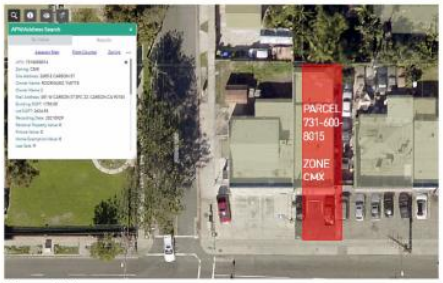
Keep existing parapet accent and trim.

Remove old blade sign. Patch and Repair stucco, Match Trim.

Remove existing signage.

Remove all window signs except neon or hours of operation signs.

Existing Front Facade



Parcel Map

Disclaimer:
This is not a construction document or building permit. This is a conceptual design & rendering only.

CITY OF CARSON STOREFRONT IMPROVEMENT PROGRAM

BLOCK 1A - Parcel 731-600-8014
Irene's Hair Cute & 310 Smoke Shop
2605 East Carson Street - Carson, CA

EAST CARSON CORRIDOR DESIGN CONCEPT
July 29, 2025

Mour Group Engineering + Design
6593 RIVERDALE STREET
SAN DIEGO, CA 92120
TEL: 619.727.4800

NOTE:

Grantee must obtain and pay for City of Carson building permits, business license, and inspections.

All work shall include the protection of building as well as maintaining the premises clean at all times.

All debris resulting from any work conducted in connection with this contract shall be the property of the Grantee, who is responsible for its timely removal and lawful disposal. Work site shall be maintained in a clean and orderly manner, and upon completion, property shall be left in a “broom clean” condition.

EXHIBIT "B"
SAMPLE CONTRACTOR AGREEMENT

EXHIBIT "C"
SCHEDULE OF PERFORMANCE

PERMITS: Before commencement of any Project work, Grantee and its contractor shall obtain any and all permits and approvals which may be required by the City or any other governmental agency with jurisdiction. Execution of this Agreement by City shall not be construed as any commitment by City to issue any permits and Grantee and its contractor must obtain all permits pursuant to the City's standard process and requirements.

COMMENCEMENT OF PROJECT WORK: Grantee agrees that the Project work shall not commence until all permits are issued and City has issued a Notice to Proceed and delivered same to Grantee ("Notice to Proceed").

In lieu of disbursement of grant monies to Grantee, the Parties agree that City will disburse to Grantee's contractor an amount not to exceed $53,150 ("Grant Funds") for satisfactory completion of the Project upon submission by Grantee's contractor of the documentation required in Section 2 of Grantee's contract with its contractor (Exhibit B).

CONSTRUCTION SCHEDULE: The Project work shall commence not later than ten (10) days after the City issues the Notice to Proceed to Grantee and its contractor, and shall be completed within ninety (90) days thereafter except as stated otherwise or as mutually agreed in writing by Grantee and City. The Project work shall be deemed complete upon written notification specifying that the Project work has been completed issued by the Citywide Façade Improvement Program manager or designee and delivered to Grantee.

The City shall make reasonable efforts to coordinate construction activities with Grantee to minimize disruption to the operation of the business to the maximum extent practicable.

At the City's sole discretion, the schedule may be modified subject to the approval of the City's Program Manager or his/her designee.

EXHIBIT "D"

APPROVED CONSTRUCTION DOCUMENTS

[TO BE INSERTED SEPARATELY]

EXHIBIT "E"

COVENANT FOR COMPLETION AND MAINTENANCE

FAÇADE IMPROVEMENT PROGRAM GRANT AGREEMENT

[ECONOMIC DEVELOPMENT BENEFIT AGREEMENT FOR EAST CARSON CORRIDOR]

This Façade Improvement Program Grant Agreement ("Agreement") is entered into effective _____, 2026 ("Effective Date"), by and between the CITY OF CARSON, a charter city and municipal corporation (the "City"), on the one hand, and Enedina Perez, Carlos M. Perez, Manuel Perez, & Victor Perez ("Grantee"), owner of property located at 2609 E Carson St., Carson, California ("Property"), on the other hand. The parties hereto are collectively referred to as the "Parties."

RECITALS

WHEREAS, on June 21, 2022, the City passed Resolution No. 22-131 which established a Citywide Commercial Facade Improvement Program (the "Program") pursuant to the adopted Carson Façade Improvement Program Guidelines ("Program Guidelines") for the public purpose of encouraging the improvement, stimulation and revitalization of the exterior facades of existing commercial buildings in various commercial corridors such as along Avalon Boulevard, Main Street, Sepulveda Boulevard, Carson Street, and Figueroa Street.

WHEREAS, the Program is administered by the City and funded by City's General Fund pursuant to an authorized allocation made by the City Council during the City's budget adoption process.

WHEREAS, on _____, 2026, the City Council approved changes to the Program by adopting a modified version of the Program Guidelines ("Updated Program Guidelines") which now contains a no match requirement for certain businesses located on the north side of Carson Street between Harbor View Avenue and Santa Fe Avenue.

WHEREAS, on November 6, 2018, City's voters approved a new Charter for the City which included a comprehensive set of economic development incentives and programs to promote the development of the City of Carson given the unique environmental constraints, to create jobs and to preserve the sound fiscal basis of City. City has determined that under the Charter, City has broad economic development powers to enact measures, to enter into agreements, and to loan, grant, fund, or finance projects which will provide public benefit and protect the public health, safety and welfare of the community, which programs may be carried out singly or in combination in a manner to promote the economic development objectives set forth in Section 206 of the Charter, which specifically allows for the use of "Tax and Assistance Agreements" for sales taxes, transient occupancy taxes, utility taxes or other taxes to be shared with the generator, and rebates or waivers of franchise fees, business license fees, development impact fees, or other revenue sources, or any other economic development subsidy, after a public hearing

identifying the amount and terms of such assistance and the justification for such assistance.

WHEREAS, on March 19, 2024, the City Council adopted Ordinance No. 24-2404 in furtherance of Section 206 of the Charter, specifically authorizing the City to pursue economic development activities by entering into agreements for provision of loans or grants to certain commercial property owners.

WHEREAS, the incentives provided in this Agreement are intended by the City to be consistent with and promote the purposes of Section 206 of the Charter, Ordinance No. 24-2404 and the Updated Program Guidelines by City providing a grant to Grantee for the purpose of, without limitation, stimulating commercial development within the City, increasing jobs, decreasing blight, and increasing tax revenue to the City. This Agreement has been approved by the City Council following all legally required notices and public hearings.

WHEREAS, the Property is a commercial business located within the geographical limits contemplated under the Updated Program Guidelines and is eligible for participation in the Program.

WHEREAS, under the Updated Program Guidelines, the City is authorized to provide grants to commercial businesses with no match requirements from eligible applicants.

WHEREAS, Section 206 of the Carson Charter is consistent with Government Code Section 53083 which authorizes local agencies to provide economic development subsidies in the amount $100,000 or more where the local agency provides written notice through its website concerning the economic development subsidy and the information required under subsection (a) therein.

WHEREAS, in those instances where the Grant Funds equal $100,000 or more, the City has complied with all requirements of Government Code Section 53083.

WHEREAS, this Agreement has been reviewed by City with respect to applicability of the California Environmental Quality Act **(**"CEQA"**)**, the State CEQA Guidelines (California Code of Regulations, Title 14, §§ 15000 *et seq*., hereafter the "CEQA Guidelines"), and any applicable local CEQA policies and procedures and City has determined that this Agreement is not a "project" for purposes of CEQA, as that term is defined by CEQA Guidelines section 15378, because City has determined, in its discretion and based on substantial evidence, that this Agreement presents no potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment, or alternatively, even if it did constitute a project, it would be exempt pursuant to Section 15301 of the CEQA Guidelines (Class 1 exemption for minor alteration of existing public or private structures involving negligible or no expansion of existing use).

WHEREAS, in accordance with the City's Charter powers and Ordinance No. 24-2404, the City Council wishes to enter into this Agreement with Grantee to provide a grant in order to further the objectives of the Program, it being understood that Section 206 of the Charter allows the City to pursue economic development to the maximum degree permitted by the California Constitution.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and conditions contained herein, and upon acknowledgement of each of the Parties of the receipt of valuable consideration, it is agreed as follows:

AGREEMENT

SECTION 1: GRANT FUNDING; PAYMENT; PUBLIC BENEFITS

In lieu of disbursement of grant monies to Grantee, the Parties agree that City will disburse to Grantee's contractor an amount not to exceed $82,950 ("Grant Funds") for satisfactory completion of the Project upon submission by Grantee's contractor of the documentation required in Section 2 of Grantee's contract with its contractor (Exhibit B).

Under the Updated Program Guidelines, City funds are eligible for uses including but not limited to: installation of new or repair or replacement of exterior signs; installation of new or repair or replacement of awnings, canopies, or sunshades; painting or replace or repair exterior surface treatment; asphalt paving, replacement or repair of tiles or decorative pavers; sidewalk or courtyard repaving; repair or replacement of masonry walls or footings; outdoor lighting: installation of new exterior lighting fixtures or repair or replacement of existing exterior lighting fixtures; installation, repair or replacement of decorative or security fencing; replacement of plate glass windows; re-glazing of windows or change of window mullions with the approval of application by the City.

The City Council finds that the Program, as implemented in part through completion of the Project, will without limitation, stimulate commercial development within the City, increase jobs, decrease blight, and increase tax revenue to the City ("Public Benefits"). As an additional Public Benefit, where feasible for Grantee when hiring contractors to perform work for the Project, Grantee shall use commercially reasonable, good faith efforts to hire contractors whose principal address is located within the City of Carson.

SECTION 2: WORK COMPLETION; PREVAILING WAGES

2.1 SCOPE OF WORK AND SCHEDULE OF PERFORMANCE

Grantee agrees that it shall utilize the Grant Funds to pay for those improvements

specified in the Scope of Work attached hereto and incorporated herein as Exhibit "A," which is at times referred to herein as the "Project," in accordance with Grantee's completed application ("Application") on file at City Hall. No changes or additions to the Scope of Work will be permitted without prior written approval of the City's Contract Officer, and any changes made without the requisite approval will not be eligible for funding and will be deemed a material breach of this Agreement. All work toward such Project will be performed and completed (i) by Grantee entering into a contract with its selected contractor where the contract is substantially similar to the sample contract provided in Exhibit "B"; (ii) within and in accordance with the Updated Project Guidelines; (iii) by a State licensed contractor within the time period(s) established in Exhibit "C," the "Schedule of Performance" unless otherwise authorized by the City; and (iv) in accordance with approved construction documents as detailed in Exhibit "D," with Exhibits B, C and D attached hereto and incorporated herein by this reference. Grantee agrees to allow the City or its agents access to buildings and the storefront improvements at the Property, when convenient for the Parties, for inspection of the Project work. Such inspections shall not replace any required permit inspections by the City's Building Inspectors. All work which is not in conformance with the approved plans, design drawings and specifications shall be immediately remedied by the Grantee at Grantee's sole expense and deficient or improper work shall be replaced and made to comply with the approved plans, design drawings and specifications and the terms of the Agreement.

2.2 PREVAILING WAGES

Certain or all portions of the Project may be subject to prevailing wages under the Labor Code. More specifically, if the amount of the Grant Funds exceeds $1,000 and is 2% or more of the total cost of the Project, the below provisions will apply.

Grantee acknowledges that the construction and construction-related activities for the Project are subject to the California Prevailing Wage Law, and Grantee is required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations ("DIR") under Section 1720, *et seq*., of the California Labor Code for all covered work performed on the Project. The applicable prevailing rates are on file with, and open to inspection at, the Community & Economic Development Department (Special Projects Division) and is referred to and made a part hereof. Due to the fact that Prevailing Wage Law applies to construction work performed for the Project, the Grantee's contractor(s) shall submit weekly certified payrolls of all workers employed on the construction of the Project to the City in a form acceptable to the City. Grantee acknowledges the possibility of wage increases during construction work performed for the Project and that Grantee and/or its contractor(s) shall be responsible for paying such increases. Grantee acknowledges that it is aware of and shall comply with, and that its contractor(s) shall be aware of and shall comply with, the following sections of the California Labor Code: (i) Section 1725.5 requiring that all contractors and subcontractors performing work on the Project be registered with, and pay an annual fee to, the DIR prior to and during the performance of any work towards the Project; (ii) Section 1775 prescribing penalties for failure to pay prevailing wage rates; (iii) Section 1776 requiring the making, keeping, and disclosing of

detailed certified payroll records and prescribing penalties for failure to do so; (iv) Section 1777.5 prescribing the terms and conditions for employing registered apprentices; (v) Section 1810 providing that eight hours of labor shall constitute a day's work; and (vi) Section 1813 prescribing penalties for violations of the provisions concerning eight-hour work days and forty-hour work weeks. If Grantee violates the foregoing or any other Prevailing Wage Laws, Grantee shall be solely liable for the cost thereof and shall indemnify and hold the City officers, employees and agents harmless from any liability or penalties therefor. This Project will be developed and budgeted for assuming the payment of prevailing wages as needed.

2.3 PROJECT FUNDING

Grant Funds shall only be used to pay for the improvements as stipulated under the Scope of Work (Exhibit A) and in the time and manner specified under the Schedule of Performance (Exhibit C). It is incumbent upon the Grantee to ensure that Project is carried out in accordance with the Project's approved scope and timeline. Any deviation in the Scope of Work and/or Schedule of Performance must be approved by the City in advance and in writing. Work performed outside the specification of the Scope of Work and/or outside the timeframe established under the Schedule of Performance are not eligible for Grant Funds.

2.4 COVENANT FOR COMPLETION AND MAINTENANCE

Concurrent with execution of this Agreement, Grantee shall execute a Covenant for Completion and Maintenance to be recorded with the Los Angeles County Recorder's Office, a copy of which covenant is attached hereto and incorporated herein by this reference as Exhibit "E," requiring Grantee or its successors and assigns, to complete the Project in accordance with the Schedule of Performance (Exhibit "C"). The covenant will also require Grantee and its successors and assigns to maintain the design and paint colors established for the Property under this Agreement for a period of at least five (5) years from the date the Project is completed, as determined by the Citywide Façade Improvement Program manager or designee.

SECTION 3: AUDITS; MISUSE OF FUNDS

City reserves the right to designate its own employee representative(s) or its contracted representative(s) with a Certified Public Accounting firm who shall have the right to audit Grantee's accounting procedures and internal controls of Grantee's financial systems as they relate to the Grant Funds and to examine any cost, revenue, payment, claim, other records or supporting documentation resulting from any items set forth in this Agreement. Any such audit(s) shall be undertaken by City or its representative(s) at mutually agreed upon reasonable times and in conformance with generally accepted auditing standards. Grantee agrees to fully cooperate with any such audit(s).

If the Grantee, or Grantee's designated contractor should utilize the funds for anything other than as stated in the Application, the City may thereupon recover the entire

amount of the Grant Funds from Grantee and/or the subsequent operator of the Property, together with reasonable attorney fees and costs incurred in enforcing this provision. This provision shall **not** apply where the proposed changes are first reviewed and approved by the City. Approval shall not be unreasonably withheld to the extent the proposed changes are authorized in the Updated Program Guidelines.

SECTION 4: REMEDIES FOR BREACH

In the event the Grantee or any subsequent operator breaches Section 3 of this Agreement, in addition to all legal and equitable remedies available to the City, the City may thereupon deny any request(s) for reimbursement and/or recover the entire amount of the Grant Funds from the Grantee and/or the subsequent operator of the Property, together with reasonable attorney fees and costs incurred in enforcing this provision.

SECTION 5: INSURANCE AND INDEMNIFICATION.

5.1 INDEMNIFICATION

To the maximum extent permitted by law, the Grantee hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of the Grantee's performance or work hereunder (including any of its officers, agents, employees, contractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, or any loss of business in connection with construction over the course of completion of the Project and damage to City property, or any construction defect that may arise from City-provided design services or the Project's compliance with City-recommended designs, or any other liability that may arise from work performed on the Project pursuant to the contract between Grantee and its contractor, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. The Grantee's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Grantee or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

Indemnitees do not and shall not waive any rights that they may possess against the Grantee because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.

The Grantee, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.

5.2 INSURANCE.

A. Without limiting Grantee's obligations to City under Section 5.1, and prior to commencement of any construction toward the Project, Grantee shall obtain, provide and maintain at its own expense during the term of this Agreement (at times extending beyond the term), policies of insurance of the types and amounts described below and in a form satisfactory to City.

(i) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). Grantee shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form ISO CGL CG 00 01 or equivalent, in an amount not less than $2,000,000 per occurrence, $4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(ii) Worker's Compensation Insurance. Grantee shall maintain 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 Grantee 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 Grantee in the course of carrying out the work contemplated in this Agreement.

(iii) Automotive Insurance. Grantee shall maintain ISO Form Number CA 00 01 covering any auto (Code 1), or if the Grantee has no owned autos, covering hired (Code 8), and non-owned autos (Code 9), with limit no less than $1,000,000 combined single limit for each accident for bodily injury and property damage.

(iv) Flood Insurance. If the Property is located in a FEMA designated high-risk area (zones A or V), Grantee shall maintain flood insurance in an amount not less than the total cost of the improvements specified in the Scope of Work.

(v) Builder's Risk Insurance. Grantee 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. The City shall be included as a "loss payee" in the amount of the Grant Funds.

If the Grant Funds is less than $50,000, then at the option of City, an Installation Floater may be acceptable in lieu of Builder's Risk Insurance. For Contract Sum exceeding $50,000, an Installation Floater may still be considered in place of Builder's Risk based on the project scope, subject to approval by the City's Risk Manager. 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.

B. 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 the insured's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended, cancelled or non-renewed 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 Grantee shall, prior to the cancellation date, submit new evidence of insurance in conformance with this section to the Contract Officer. No work or services under this Agreement shall commence until the Grantee has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

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

SECTION 6: ADDITIONAL WORK

Nothing contained in this Agreement is intended to limit, restrict, or prohibit the Grantee from undertaking additional work in or about the subject premises, which is

unrelated to the approved improvements provided for in this Agreement; provided, however, that City approves such work in advance.

SECTION 7: TERM AND TERMINATION

7.1 TERM

This Agreement shall be binding upon the City and upon the Grantee and Grantee's successor(s) to the Property for a period of (2) two years after the Effective Date. It shall be the responsibility of the Grantee to inform subsequent owner(s)/lessee(s) of the Property of the provisions of this Agreement.

7.2 TERMINATION

The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Grantee, except that where termination is due to the fault of Grantee, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, Grantee 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) Grantee 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. Without limiting the generality of the foregoing, City may terminate this Agreement for cause where Grantee fails to cooperate or respond to communications from the City. In any such event, City may issue a 14-day notice requesting confirmation of continued participation in the Program and if Grantee does not respond within that period, the City may issue a termination letter which will serve as notice of termination of this Agreement. Immediately following termination of this Agreement for any reason, City and Owner must notify Owner's contractor in writing of such termination.

SECTION 8: DESIGNS

Notwithstanding any provision of this Agreement, Grantee is responsible for obtaining applicable design review approvals, obtaining all required permits, and complying with all applicable laws and Updated Program Guidelines. As part of the Program, City has offered Grantee complimentary design guidance services for the Project ("Design Guidance Services") and, unless Grantee indicates by checking the box below, Grantee agrees to utilize City's Design Guidance Services for the Project. Grantee utilizing the Program's complimentary design guidance are also subject to requirements of this section.

☐

By checking the box above, Grantee acknowledges that City has offered Grantee complimentary Design Guidance Services but Grantee has declined such services and

instead, is electing to obtain its own licensed architect to prepare designs for the Project. In so doing, Grantee understands and agrees that all designs prepared by Grantee's architect must comply with City's recommended designs for the Project.

SECTION 9: MISCELLANEOUS PROVISIONS

9.1 RECITALS.

All recitals in this Agreement are hereby incorporated into this Agreement as if set forth fully herein.

9.2 COVENANT AGAINST DISCRIMINATION.

Grantee covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that in the performance of this Agreement, there shall be no discrimination against or segregation of any person or group of persons on account of race, religious creed, color, gender, national origin, ancestry, physical disability, mental disability, medical condition, pregnancy, marital status, age, sexual orientation, or any other basis pertaining to a protected characteristic under applicable federal, state, or local law.

9.3 CONFLICTS OF INTEREST.

Grantee, its agents and employees shall comply with applicable federal, state, and local laws and regulations governing conflict of interest. Grantee covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that may be affected by its obligations to perform under this Agreement, or that would conflict in any manner with its obligations hereunder. Grantee further covenants that, in performing this Agreement, no person having any such interest shall be employed by it. Furthermore, Grantee shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this agreement. Grantee agrees not to accept any employment or representation during the term of this Agreement that is or may likely make Grantee "financially interested" (as provided in California Government Code Sections 1090 and 87100) in any decision made by City on any manner in connection with which Grantee has been retained pursuant to this Agreement.

9.4 WARRANTY AND REPRESENTATION OF NON-COLLUSION.

City hereby warrants and represents that no official, officer, agent or employee of the City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, agent or employee of the 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 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 interest found to be "remote" or "non interest" pursuant to California Government Code Sections 1091 and 1091.5.

Grantee hereby 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, agent or employee, as a result or consequence of obtaining or being awarded any agreement. Grantee is aware of and understands that any such act(s), omission(s), or other conduct resulting in the payment of money, consideration, or other thing of value will render this Agreement void and of no force and effect.

Grantee Representative Initials _____

9.5 PROHIBITED AND PERMITTED USE OF FUNDS.

Grantee acknowledges and understands that it is prohibited from using the Grant Funds for any purpose that is not permitted under the Updated Program Guidelines. Grantee agrees to use Grant Funds only for the purpose stated in Grantee's application and for the purpose of completion of the Project.

9.6 FALSE STATEMENTS.

Grantee understands that making false statements or claims in connection with this Agreement is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

9.7 NOTICES.

All notices, demands, invoices, and communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

To City:
City of Carson
701 East Carson Street
Carson, CA 90745
Attn: James Nguyen, Special Projects Manager
Email: jnguyen@carsonca.gov

To Grantee:
Enedina Perez, Carlos M. Perez, Manuel Perez, & Victor Perez
2609 E Carson Street
Carson, CA 90810
Email:
Phone:

9.8 SEVERABILITY.

Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.

9.9 CORPORATE AUTHORITY.

The persons executing this Agreement on behalf of the Parties warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this 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.

9.10 GRANTEE REPRESENTATIVE AND CITY'S CONTRACT OFFICER.

The following principal(s) and/or representative(s) of Grantee is/are hereby designated as the person(s) authorized to act on Grantee's behalf with respect to this Agreement and to make all decisions in connection herewith:

Enedina Perez, Carlos M. Perez, Manuel Perez, & Victor Perez, Owner

James Nguyen, Special Projects Manager, or such person as may be designated by the City Manager, is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and Project specified herein and to make all decisions in connection therewith ("Contract Officer").

9.11 WAIVER.

The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

9.12 GOVERNING LAW AND VENUE.

This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.

9.13 INTERPRETATION.

Grantee acknowledges that it has had ample opportunity seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.

9.14 TIME OF ESSENCE.

Time is of the essence of this Agreement.

9.15 THIRD PARTIES.

Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."

9.16 NON-LIABILITY OF OFFICIALS AND EMPLOYEES OF THE CITY.

No official or employee of the City shall be personally liable for any default or liability under this Agreement.

9.17 COUNTERPARTS AND SIGNATURES.

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, will be deemed to constitute one and the same agreement. The facsimile, email or other electronically delivered signatures of the Parties shall be deemed to constitute original signatures.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written.

CITY:

CITY OF CARSON, a California charter city

_____
David C. Roberts, Jr., City Manager

ATTEST:

_____
Dr. Khaleah R. Bradshaw, City Clerk

APPROVED AS TO FORM:
Aleshire & Wynder, LLP

_____
Sunny K. Soltani, City Attorney

GRANTEE:

_____

_____
Name:

_____
Title:

_____
Name:

_____
Title:

***Two corporate officer signatures required when Grantee 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.**

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.

On _____, 2026 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.

On _____, 2026 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 WORK

Commercial Façade Improvement Program

Name: Enedina Perez, Carlos M. Perez, Manuel Perez, & Victor Perez	Tel. No.: 310-830-7600 #1306
Address: 2609 E Carson St.	Date: 05/05/2026

All work is to be done per City of Carson building, planning, and public works codes after submission of all applicable contractor's licenses to the City's Contract Officer. In order to establish standards of quality, the detailed specifications may refer to a certain product by name and/or from a major manufacturer. This procedure is not to be construed as eliminating from competition of other product of equal or better quality by other manufacturers. The Grantee shall furnish a list of proposed desired substitutions prior to signing of the contract. All items listed on work write-up, unless otherwise specified, shall include all finish work, including all trim hardware, patching, and finish painting and/or staining. All overhead and profit should be included in each line item. Use of lead-based paint is prohibited. Removal or work on asbestos and lead containing materials is subject to applicable federal, state, and local regulations.

Any questions regarding this project, the plans, and specifications should be submitted to

Miguel Rameriz at mramirez@carsonca.gov.

WORK DESCRIPTION AND STANDARD SPECIFICATIONS

Attached images are from the Bid Proposal Form
Case# CRP-2503
Dated: October 27, 2025.
File Name: DAN P1 Pages, 30 - 35

CITY OF CARSON
Commercial Rehabilitation Program

WORK DESCRIPTION AND BID PROPOSAL FORM

Name:	City of Carson	Case No.:	CRP-2503
Address:	2609 E. Carson Street	Tel. No.:	(310) 830-7600 #1306
City:	Carson, CA 90810	Date:	October 27, 2025

All work is to be done per City of Carson building, planning, and public works codes. In order to establish standards of quality, the detailed specifications may refer to a certain product by name and/or from a major manufacturer. This procedure is not to be construed as eliminating from competition of other product of equal or better quality by other manufacturers. The contractor shall furnish a list of proposed desired substitutions with bid proposal. All items listed on work write-up, unless otherwise specified, shall include all finish work, including all trim hardware, patching, and finish painting and/or staining to the immediate area. All overhead and profit should be included in each line item. Use of lead-based paint is prohibited. Removal or work on lead and asbestos containing materials is subject to applicable federal, state and local regulations.

Any questions regarding this project, the plans, and specifications should be made to Miguel Ramirez at (310) 830-7600 #1306.

WORK DESCRIPTION AND STANDARD SPECIFICATIONS	ESTIMATE
ITEM DESCRIPTION:	**ESTIMATE:**
1. Demolition: • Remove existing tile wainscot, overhang roofing material, wall mounted signs, address identifiers, light fixtures, and electrical with conduit as required. • Remove any items necessary to complete the improvements as shown on the attached conceptual drawings. **NOTE: Contractor shall be responsible for hauling away all material debris and leaving the site in a broom clean condition on a DAILY basis. Contractor shall provide full pedestrian protection during remodeling in accordance with City of Carson code requirements and shall ensure business is in operation during business hours.** **Contractor shall also protect the existing roof, roof scuppers, utility meters, parking lot, and all areas not to be rehabilitated.** **Owner to be responsible for the temporary removal of any items within 5 feet of area to be rehabilitated. Owner shall contact their alarm company for temporary disconnection and reconnection of alarm system at owner's expense.**	$ 9000
2. Electrical: Contractor shall install new electrical junction boxes to accommodate two new wall packs and a new sign. Electrical shall include new concealed conduit, wiring, breaker, separate light switches, sign circuit with timer, and sub-panel (if needed). All work to be in accordance with Local Building Code.	$ 4500

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3. **Architectural Foam:** $ 6500
Install new decorative 8" foam trim molding with stucco finish by VEFO Products or approved equal at the front of the property as indicated on attached conceptual drawings. Contractor shall prime and paint the newly installed foam with exterior grade paint. Foam to be attached to the building in strict accordance with the manufacturers' specifications.

4. **Metal Wall Cap:** $ 5300
Contractor shall install a new sheet metal wall cap on the front and west side of the existing parapet walls. Contractor shall prime and paint the newly installed wall caps with exterior grade paint to match the existing foam trim. Wall cap to be painted with a minimum of two coats of paint or until an even finish is achieved.

5. **Metal Roof:** $ 10300
Contractor shall install a new standing seam metal roof on existing overhang. New metal roof shall be weather tight to include all trim moldings. New metal roof design, color, configuration, and location to be in accordance with the attached conceptual drawings.

NOTE: Contractor shall submit and pay for any construction/engineer drawings as indicated by the Building Department. Installation to be in strict accordance with the manufacturer.

6. **Brick Veneer:** $ 12900
Install new thin brick veneer to match ACME Hawthorn Royal thin brick, queen size, mix textured or approved equal with a full brushed mortar grout finish in the configuration, location, and manner as indicated on attached conceptual drawings. Installation and attachment shall be made in accordance with the manufacturer's specifications and Local Building Code.

NOTE: Contractor shall repair the existing sidewalk area where brick veneer has been replaced. A skim coat maybe required.

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7. **Exterior Paint:** $ 10900

Prepare the bollards, foam, wall cap, security bars/doors, two walls, and any other surface that require paint on the exterior of the building to receive new fresh paint. Pull all nails and tacks; fill all holes and cracks; scrape smooth all rough or paint curled surfaces; and apply primer to all bare or exposed wood or metal. Paint all areas with appropriate exterior grade paint minimum 2 coats or until an even finish is achieved in accordance with the attached conceptual drawings. **Final colors to be approved by the Planning Department prior to application.**

Foam, Trim	Sherwin-Williams SW 6279 Black Swan
Walls	Sherwin-Williams SW 6001 Grayish
Gate	Dark Bronze

NOTE: As part of this line-item contractor shall replace any damaged vents on the front and sides of the property to be rehabilitated. Contractor shall also pressure wash existing walkways upon application of paint.

8. **Exterior Lighting:** $ 3500

Provide and install two (2) new 15-watt LED Wall Packs by Lumecon BLS-FTW or approved equal. Wall packs locations to be approved by the Planning Department prior to installation. All lighting is required to be UL approved and in accordance with Local Building Code.

9. **Address Identifiers:** $ 1450

Contractor shall install new non-lit channel letter numerical identifiers "2601" at the front of building. Identifiers shall be in a font and color that complement the new building colors (8 inches in height). Color and font to be approved by the owner and submitted to the Planning Department for final approval.

10. **Channel Letter Sign:** $ 12300

Contractor shall install a new illuminated LED channel letter sign indicating "Panaderia Bakery #1" with logo. New channel letters shall be standard boxes with acrylic faces. Contractor to submit construction drawings to the Building and Planning Department for approval prior to installation. Owner to approve lettering prior to fabrication. All work to be in accordance with Local Building Code.

CITY FEES:

11. **Insurance and Mobilization:** $ 4500

Contractor shall obtain all necessary insurances in accordance with City regulations and shall add the City of Carson as an additional insured. Bid price to include any related storage fees and mobilization of materials and equipment/tools.

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12. **Building Permits with Associated Fees and City Business License:** Obtain and pay for Carson building permits, business license, and inspections. $ 1800

NOTE:

All work shall include the protection of buildings as well as maintaining the premises clean at all times. All debris resulting from any work conducted in connection with this contract shall be the property of the contractor, who is responsible for its timely removal and lawful disposal. Work site shall be maintained in a clean and orderly manner, and upon completion, property shall be left in a "broom clean" condition.

PROJECT TOTAL: $ 82950

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NOTE: I HAVE REVIEWED THE ABOVE WORK DESCRIPTION AND SPECIFICATIONS AND UNDERSTAND THAT ANY CHANGES OR ADDITIONS MUST HAVE PRIOR APPROVAL BY THE CITY OF CARSON TO BE ELIGIBLE FOR FUNDING. I ALSO UNDERSTAND THAT THE TOTAL COST OF REPAIRS CANNOT EXCEED THE AMOUNT AWARDED BY THE CITY, THEREFORE ALL ITEMS INCLUDED ON THE ABOVE LIST MAY NOT BE COMPLETED UNDER THIS PROGRAM.

Owner Signature:	Date:

The undersigned, having become thoroughly familiar with the terms and conditions of the proposed Contract Documents and with local conditions affecting the performance and costs of the work at the place where the work is to be completed, and having fully inspected the site in all particulars, hereby proposed and agree to fully perform the work within the time stated and in strict accordance with the proposed Contract Document including furnishing of any and all labor, materials, services necessary equipment and to do all work required to construct, and complete said work in accordance with the Contract Documents for the sum of money as indicated on the Work Description and Bid Proposal Form and summarized as follows:

Eighty-two thousand Nine hundred fifty Dollars, ($ 82950)
Price In Words *Price In Numbers*

If awarded the contract, the bidder agrees to present the following documents to the City of Carson prior to the issuance of the Notice to Proceed: Valid certificates covering Auto, Liability, and Worker's Compensation insurance including the City of Carson as additionally insured.

It is further agreed that if awarded this contract, no advances or down payments will be issued to contractor and 10% of all requested payouts would be retained until the project is completed to the approval of the owner and all approving agents. Completion of this project will require 60 calendar days.

Contractor: Dan Contractor	Lic. No. & Class.: 818083 B
Signature:	Phone No.: 562 874 6129
Address: 1328 N catalina St. orange ca 92869	

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New 8" building address numbers, typ. at each suite.

Paint existing wrought iron gate dark bronze to match new trash enclosures.

Existing stucco. Painted SW 6001 Grayish.

Existing trim work. Painted SW 6279 Black Swan.

Install new illuminated, back lit, channel letter sign.

New standing seam metal roofing on existing awning frame. Replace weather proofing as required.

Skim coat at walkway where tile was removed. Broom finish. See general note 10.

35' L X 3'10" H wainscot brick veneer: Thin brick veneer to match ACME Hawthorn Royal Thin Brick, Queen Size, Mixed Texture.

Proposed Storefront Facade

General Notes:
1. Existing building at 2609 East Carson St.
2. Gross building area is approx. 1,460 sf, 16'-0" high. GC to field verify.
3. Paint existing bollards bright yellow.
4. Replace channel letter, back lit signs with back lit, channel letter signs.
5. Sign vendor to finalize sign designs. Sign shown in renderings is considered a place holder for final professional sign design, from sign vendor.
9. Paint existing wrought iron gate dark bronze to match new trash enclosures.

Keep parapet & window/ door trim accents.

Keep existing wrought iron fence and gate.

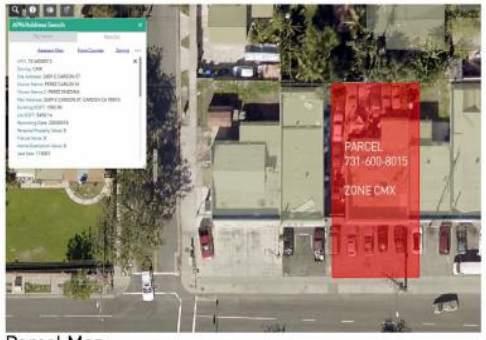
Remove tile wainscot and tile on walkway.

Remove existing asphalt shingles and prepare for standing seam locking panels.

Replace existing security lighting on awning.

Remove all existing banners.

Existing Storefront Facade



Parcel Map

Disclaimer:
This is not a construction document or building permit. This is a conceptual design & rendering only.

CITY OF CARSON STOREFRONT IMPROVEMENT PROGRAM

BLOCK 1B - Parcel 731-600-8015
Panaderia
2609 East Carson Street - Carson, CA

DESIGN CONCEPT
July 29, 2025

Mour Group Engineering + Design
6593 RIVERDALE STREET
SAN DIEGO, CA 92120
TEL: 619.727.4800

NOTE:

Grantee must obtain and pay for City of Carson building permits, business license, and inspections.

All work shall include the protection of building as well as maintaining the premises clean at all times.

All debris resulting from any work conducted in connection with this contract shall be the property of the Grantee, who is responsible for its timely removal and lawful disposal. Work site shall be maintained in a clean and orderly manner, and upon completion, property shall be left in a "broom clean" condition.

EXHIBIT "B"
SAMPLE CONTRACTOR AGREEMENT

EXHIBIT "C"
SCHEDULE OF PERFORMANCE

PERMITS: Before commencement of any Project work, Grantee and its contractor shall obtain any and all permits and approvals which may be required by the City or any other governmental agency with jurisdiction. Execution of this Agreement by City shall not be construed as any commitment by City to issue any permits and Grantee and its contractor must obtain all permits pursuant to the City's standard process and requirements.

COMMENCEMENT OF PROJECT WORK: Grantee agrees that the Project work shall not commence until all permits are issued and City has issued a Notice to Proceed and delivered same to Grantee ("Notice to Proceed").

In lieu of disbursement of grant monies to Grantee, the Parties agree that City will disburse to Grantee's contractor an amount not to exceed $82,950 ("Grant Funds") for satisfactory completion of the Project upon submission by Grantee's contractor of the documentation required in Section 2 of Grantee's contract with its contractor (Exhibit B).

CONSTRUCTION SCHEDULE: The Project work shall commence not later than ten (10) days after the City issues the Notice to Proceed to Grantee and its contractor, and shall be completed within ninety (90) days thereafter except as stated otherwise or as mutually agreed in writing by Grantee and City. The Project work shall be deemed complete upon written notification specifying that the Project work has been completed issued by the Citywide Façade Improvement Program manager or designee and delivered to Grantee.

The City shall make reasonable efforts to coordinate construction activities with Grantee to minimize disruption to the operation of the business to the maximum extent practicable.

At the City's sole discretion, the schedule may be modified subject to the approval of the City's Program Manager or his/her designee.

EXHIBIT "D"

APPROVED CONSTRUCTION DOCUMENTS

[TO BE INSERTED SEPARATELY]

EXHIBIT "E"

COVENANT FOR COMPLETION AND MAINTENANCE

FAÇADE IMPROVEMENT PROGRAM GRANT AGREEMENT

[ECONOMIC DEVELOPMENT BENEFIT AGREEMENT FOR EAST CARSON CORRIDOR]

This Façade Improvement Program Grant Agreement ("Agreement") is entered into effective _____, 2026 ("Effective Date"), by and between the CITY OF CARSON, a charter city and municipal corporation (the "City"), on the one hand, and Maria T. Sepulveda ("Grantee"), owner of property located at 2611 E Carson St., Carson, California ("Property"), on the other hand. The parties hereto are collectively referred to as the "Parties."

RECITALS

WHEREAS, on June 21, 2022, the City passed Resolution No. 22-131 which established a Citywide Commercial Facade Improvement Program (the "Program") pursuant to the adopted Carson Façade Improvement Program Guidelines ("Program Guidelines") for the public purpose of encouraging the improvement, stimulation and revitalization of the exterior facades of existing commercial buildings in various commercial corridors such as along Avalon Boulevard, Main Street, Sepulveda Boulevard, Carson Street, and Figueroa Street.

WHEREAS, the Program is administered by the City and funded by City's General Fund pursuant to an authorized allocation made by the City Council during the City's budget adoption process.

WHEREAS, on _____, 2026, the City Council approved changes to the Program by adopting a modified version of the Program Guidelines ("Updated Program Guidelines") which now contains a no match requirement for certain businesses located on the north side of Carson Street between Harbor View Avenue and Santa Fe Avenue.

WHEREAS, on November 6, 2018, City's voters approved a new Charter for the City which included a comprehensive set of economic development incentives and programs to promote the development of the City of Carson given the unique environmental constraints, to create jobs and to preserve the sound fiscal basis of City. City has determined that under the Charter, City has broad economic development powers to enact measures, to enter into agreements, and to loan, grant, fund, or finance projects which will provide public benefit and protect the public health, safety and welfare of the community, which programs may be carried out singly or in combination in a manner to promote the economic development objectives set forth in Section 206 of the Charter, which specifically allows for the use of "Tax and Assistance Agreements" for sales taxes, transient occupancy taxes, utility taxes or other taxes to be shared with the generator, and rebates or waivers of franchise fees, business license fees, development impact fees, or other revenue sources, or any other economic development subsidy, after a public hearing

identifying the amount and terms of such assistance and the justification for such assistance.

WHEREAS, on March 19, 2024, the City Council adopted Ordinance No. 24-2404 in furtherance of Section 206 of the Charter, specifically authorizing the City to pursue economic development activities by entering into agreements for provision of loans or grants to certain commercial property owners.

WHEREAS, the incentives provided in this Agreement are intended by the City to be consistent with and promote the purposes of Section 206 of the Charter, Ordinance No. 24-2404 and the Updated Program Guidelines by City providing a grant to Grantee for the purpose of, without limitation, stimulating commercial development within the City, increasing jobs, decreasing blight, and increasing tax revenue to the City. This Agreement has been approved by the City Council following all legally required notices and public hearings.

WHEREAS, the Property is a commercial business located within the geographical limits contemplated under the Updated Program Guidelines and is eligible for participation in the Program.

WHEREAS, under the Updated Program Guidelines, the City is authorized to provide grants to commercial businesses with no match requirements from eligible applicants.

WHEREAS, Section 206 of the Carson Charter is consistent with Government Code Section 53083 which authorizes local agencies to provide economic development subsidies in the amount $100,000 or more where the local agency provides written notice through its website concerning the economic development subsidy and the information required under subsection (a) therein.

WHEREAS, in those instances where the Grant Funds equal $100,000 or more, the City has complied with all requirements of Government Code Section 53083.

WHEREAS, this Agreement has been reviewed by City with respect to applicability of the California Environmental Quality Act **(**"CEQA"**)**, the State CEQA Guidelines (California Code of Regulations, Title 14, §§ 15000 *et seq*., hereafter the "CEQA Guidelines"), and any applicable local CEQA policies and procedures and City has determined that this Agreement is not a "project" for purposes of CEQA, as that term is defined by CEQA Guidelines section 15378, because City has determined, in its discretion and based on substantial evidence, that this Agreement presents no potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment, or alternatively, even if it did constitute a project, it would be exempt pursuant to Section 15301 of the CEQA Guidelines (Class 1 exemption for minor alteration of existing public or private structures involving negligible or no expansion of existing use).

WHEREAS, in accordance with the City's Charter powers and Ordinance No. 24-2404, the City Council wishes to enter into this Agreement with Grantee to provide a grant in order to further the objectives of the Program, it being understood that Section 206 of the Charter allows the City to pursue economic development to the maximum degree permitted by the California Constitution.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and conditions contained herein, and upon acknowledgement of each of the Parties of the receipt of valuable consideration, it is agreed as follows:

AGREEMENT

SECTION 1: GRANT FUNDING; PAYMENT; PUBLIC BENEFITS

In lieu of disbursement of grant monies to Grantee, the Parties agree that City will disburse to Grantee's contractor an amount not to exceed $83,200 ("Grant Funds") for satisfactory completion of the Project upon submission by Grantee's contractor of the documentation required in Section 2 of Grantee's contract with its contractor (Exhibit B).

Under the Updated Program Guidelines, City funds are eligible for uses including but not limited to: installation of new or repair or replacement of exterior signs; installation of new or repair or replacement of awnings, canopies, or sunshades; painting or replace or repair exterior surface treatment; asphalt paving, replacement or repair of tiles or decorative pavers; sidewalk or courtyard repaving; repair or replacement of masonry walls or footings; outdoor lighting: installation of new exterior lighting fixtures or repair or replacement of existing exterior lighting fixtures; installation, repair or replacement of decorative or security fencing; replacement of plate glass windows; re-glazing of windows or change of window mullions with the approval of application by the City.

The City Council finds that the Program, as implemented in part through completion of the Project, will without limitation, stimulate commercial development within the City, increase jobs, decrease blight, and increase tax revenue to the City ("Public Benefits"). As an additional Public Benefit, where feasible for Grantee when hiring contractors to perform work for the Project, Grantee shall use commercially reasonable, good faith efforts to hire contractors whose principal address is located within the City of Carson.

SECTION 2: WORK COMPLETION; PREVAILING WAGES

2.1 SCOPE OF WORK AND SCHEDULE OF PERFORMANCE

Grantee agrees that it shall utilize the Grant Funds to pay for those improvements

specified in the Scope of Work attached hereto and incorporated herein as Exhibit "A," which is at times referred to herein as the "Project," in accordance with Grantee's completed application ("Application") on file at City Hall. No changes or additions to the Scope of Work will be permitted without prior written approval of the City's Contract Officer, and any changes made without the requisite approval will not be eligible for funding and will be deemed a material breach of this Agreement. All work toward such Project will be performed and completed (i) by Grantee entering into a contract with its selected contractor where the contract is substantially similar to the sample contract provided in Exhibit "B"; (ii) within and in accordance with the Updated Project Guidelines; (iii) by a State licensed contractor within the time period(s) established in Exhibit "C," the "Schedule of Performance" unless otherwise authorized by the City; and (iv) in accordance with approved construction documents as detailed in Exhibit "D," with Exhibits B, C and D attached hereto and incorporated herein by this reference. Grantee agrees to allow the City or its agents access to buildings and the storefront improvements at the Property, when convenient for the Parties, for inspection of the Project work. Such inspections shall not replace any required permit inspections by the City's Building Inspectors. All work which is not in conformance with the approved plans, design drawings and specifications shall be immediately remedied by the Grantee at Grantee's sole expense and deficient or improper work shall be replaced and made to comply with the approved plans, design drawings and specifications and the terms of the Agreement.

2.2 PREVAILING WAGES

Certain or all portions of the Project may be subject to prevailing wages under the Labor Code. More specifically, if the amount of the Grant Funds exceeds $1,000 and is 2% or more of the total cost of the Project, the below provisions will apply.

Grantee acknowledges that the construction and construction-related activities for the Project are subject to the California Prevailing Wage Law, and Grantee is required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations ("DIR") under Section 1720, *et seq*., of the California Labor Code for all covered work performed on the Project. The applicable prevailing rates are on file with, and open to inspection at, the Community & Economic Development Department (Special Projects Division) and is referred to and made a part hereof. Due to the fact that Prevailing Wage Law applies to construction work performed for the Project, the Grantee's contractor(s) shall submit weekly certified payrolls of all workers employed on the construction of the Project to the City in a form acceptable to the City. Grantee acknowledges the possibility of wage increases during construction work performed for the Project and that Grantee and/or its contractor(s) shall be responsible for paying such increases. Grantee acknowledges that it is aware of and shall comply with, and that its contractor(s) shall be aware of and shall comply with, the following sections of the California Labor Code: (i) Section 1725.5 requiring that all contractors and subcontractors performing work on the Project be registered with, and pay an annual fee to, the DIR prior to and during the performance of any work towards the Project; (ii) Section 1775 prescribing penalties for failure to pay prevailing wage rates; (iii) Section 1776 requiring the making, keeping, and disclosing of

detailed certified payroll records and prescribing penalties for failure to do so; (iv) Section 1777.5 prescribing the terms and conditions for employing registered apprentices; (v) Section 1810 providing that eight hours of labor shall constitute a day's work; and (vi) Section 1813 prescribing penalties for violations of the provisions concerning eight-hour work days and forty-hour work weeks. If Grantee violates the foregoing or any other Prevailing Wage Laws, Grantee shall be solely liable for the cost thereof and shall indemnify and hold the City officers, employees and agents harmless from any liability or penalties therefor. This Project will be developed and budgeted for assuming the payment of prevailing wages as needed.

2.3 PROJECT FUNDING

Grant Funds shall only be used to pay for the improvements as stipulated under the Scope of Work (Exhibit A) and in the time and manner specified under the Schedule of Performance (Exhibit C). It is incumbent upon the Grantee to ensure that Project is carried out in accordance with the Project's approved scope and timeline. Any deviation in the Scope of Work and/or Schedule of Performance must be approved by the City in advance and in writing. Work performed outside the specification of the Scope of Work and/or outside the timeframe established under the Schedule of Performance are not eligible for Grant Funds.

2.4 COVENANT FOR COMPLETION AND MAINTENANCE

Concurrent with execution of this Agreement, Grantee shall execute a Covenant for Completion and Maintenance to be recorded with the Los Angeles County Recorder's Office, a copy of which covenant is attached hereto and incorporated herein by this reference as Exhibit "E," requiring Grantee or its successors and assigns, to complete the Project in accordance with the Schedule of Performance (Exhibit "C"). The covenant will also require Grantee and its successors and assigns to maintain the design and paint colors established for the Property under this Agreement for a period of at least five (5) years from the date the Project is completed, as determined by the Citywide Façade Improvement Program manager or designee.

SECTION 3: AUDITS; MISUSE OF FUNDS

City reserves the right to designate its own employee representative(s) or its contracted representative(s) with a Certified Public Accounting firm who shall have the right to audit Grantee's accounting procedures and internal controls of Grantee's financial systems as they relate to the Grant Funds and to examine any cost, revenue, payment, claim, other records or supporting documentation resulting from any items set forth in this Agreement. Any such audit(s) shall be undertaken by City or its representative(s) at mutually agreed upon reasonable times and in conformance with generally accepted auditing standards. Grantee agrees to fully cooperate with any such audit(s).

If the Grantee, or Grantee's designated contractor should utilize the funds for anything other than as stated in the Application, the City may thereupon recover the entire

amount of the Grant Funds from Grantee and/or the subsequent operator of the Property, together with reasonable attorney fees and costs incurred in enforcing this provision. This provision shall **not** apply where the proposed changes are first reviewed and approved by the City. Approval shall not be unreasonably withheld to the extent the proposed changes are authorized in the Updated Program Guidelines.

SECTION 4: REMEDIES FOR BREACH

In the event the Grantee or any subsequent operator breaches Section 3 of this Agreement, in addition to all legal and equitable remedies available to the City, the City may thereupon deny any request(s) for reimbursement and/or recover the entire amount of the Grant Funds from the Grantee and/or the subsequent operator of the Property, together with reasonable attorney fees and costs incurred in enforcing this provision.

SECTION 5: INSURANCE AND INDEMNIFICATION.

5.1 INDEMNIFICATION

To the maximum extent permitted by law, the Grantee hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of the Grantee's performance or work hereunder (including any of its officers, agents, employees, contractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, or any loss of business in connection with construction over the course of completion of the Project and damage to City property, or any construction defect that may arise from City-provided design services or the Project's compliance with City-recommended designs, or any other liability that may arise from work performed on the Project pursuant to the contract between Grantee and its contractor, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. The Grantee's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Grantee or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

Indemnitees do not and shall not waive any rights that they may possess against the Grantee because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.

The Grantee, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.

5.2 INSURANCE.

A. Without limiting Grantee's obligations to City under Section 5.1, and prior to commencement of any construction toward the Project, Grantee shall obtain, provide and maintain at its own expense during the term of this Agreement (at times extending beyond the term), policies of insurance of the types and amounts described below and in a form satisfactory to City.

(i) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). Grantee shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form ISO CGL CG 00 01 or equivalent, in an amount not less than $2,000,000 per occurrence, $4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(ii) Worker's Compensation Insurance. Grantee shall maintain 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 Grantee 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 Grantee in the course of carrying out the work contemplated in this Agreement.

(iii) Automotive Insurance. Grantee shall maintain ISO Form Number CA 00 01 covering any auto (Code 1), or if the Grantee has no owned autos, covering hired (Code 8), and non-owned autos (Code 9), with limit no less than $1,000,000 combined single limit for each accident for bodily injury and property damage.

(iv) Flood Insurance. If the Property is located in a FEMA designated high-risk area (zones A or V), Grantee shall maintain flood insurance in an amount not less than the total cost of the improvements specified in the Scope of Work.

(v) Builder's Risk Insurance. Grantee 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. The City shall be included as a "loss payee" in the amount of the Grant Funds.

If the Grant Funds is less than $50,000, then at the option of City, an Installation Floater may be acceptable in lieu of Builder's Risk Insurance. For Contract Sum exceeding $50,000, an Installation Floater may still be considered in place of Builder's Risk based on the project scope, subject to approval by the City's Risk Manager. 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.

B. 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 the insured's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended, cancelled or non-renewed 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 Grantee shall, prior to the cancellation date, submit new evidence of insurance in conformance with this section to the Contract Officer. No work or services under this Agreement shall commence until the Grantee has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

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

SECTION 6: ADDITIONAL WORK

Nothing contained in this Agreement is intended to limit, restrict, or prohibit the Grantee from undertaking additional work in or about the subject premises, which is

unrelated to the approved improvements provided for in this Agreement; provided, however, that City approves such work in advance.

SECTION 7: TERM AND TERMINATION

7.1 TERM

This Agreement shall be binding upon the City and upon the Grantee and Grantee's successor(s) to the Property for a period of (2) two years after the Effective Date. It shall be the responsibility of the Grantee to inform subsequent owner(s)/lessee(s) of the Property of the provisions of this Agreement.

7.2 TERMINATION

The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Grantee, except that where termination is due to the fault of Grantee, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, Grantee 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) Grantee 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. Without limiting the generality of the foregoing, City may terminate this Agreement for cause where Grantee fails to cooperate or respond to communications from the City. In any such event, City may issue a 14-day notice requesting confirmation of continued participation in the Program and if Grantee does not respond within that period, the City may issue a termination letter which will serve as notice of termination of this Agreement. Immediately following termination of this Agreement for any reason, City and Owner must notify Owner's contractor in writing of such termination.

SECTION 8: DESIGNS

Notwithstanding any provision of this Agreement, Grantee is responsible for obtaining applicable design review approvals, obtaining all required permits, and complying with all applicable laws and Updated Program Guidelines. As part of the Program, City has offered Grantee complimentary design guidance services for the Project ("Design Guidance Services") and, unless Grantee indicates by checking the box below, Grantee agrees to utilize City's Design Guidance Services for the Project. Grantee utilizing the Program's complimentary design guidance are also subject to requirements of this section.

☐

By checking the box above, Grantee acknowledges that City has offered Grantee complimentary Design Guidance Services but Grantee has declined such services and

instead, is electing to obtain its own licensed architect to prepare designs for the Project. In so doing, Grantee understands and agrees that all designs prepared by Grantee's architect must comply with City's recommended designs for the Project.

SECTION 9: MISCELLANEOUS PROVISIONS

9.1 RECITALS.

All recitals in this Agreement are hereby incorporated into this Agreement as if set forth fully herein.

9.2 COVENANT AGAINST DISCRIMINATION.

Grantee covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that in the performance of this Agreement, there shall be no discrimination against or segregation of any person or group of persons on account of race, religious creed, color, gender, national origin, ancestry, physical disability, mental disability, medical condition, pregnancy, marital status, age, sexual orientation, or any other basis pertaining to a protected characteristic under applicable federal, state, or local law.

9.3 CONFLICTS OF INTEREST.

Grantee, its agents and employees shall comply with applicable federal, state, and local laws and regulations governing conflict of interest. Grantee covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that may be affected by its obligations to perform under this Agreement, or that would conflict in any manner with its obligations hereunder. Grantee further covenants that, in performing this Agreement, no person having any such interest shall be employed by it. Furthermore, Grantee shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this agreement. Grantee agrees not to accept any employment or representation during the term of this Agreement that is or may likely make Grantee "financially interested" (as provided in California Government Code Sections 1090 and 87100) in any decision made by City on any manner in connection with which Grantee has been retained pursuant to this Agreement.

9.4 WARRANTY AND REPRESENTATION OF NON-COLLUSION.

City hereby warrants and represents that no official, officer, agent or employee of the City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, agent or employee of the 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 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 interest found to be "remote" or "non interest" pursuant to California Government Code Sections 1091 and 1091.5.

Grantee hereby 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, agent or employee, as a result or consequence of obtaining or being awarded any agreement. Grantee is aware of and understands that any such act(s), omission(s), or other conduct resulting in the payment of money, consideration, or other thing of value will render this Agreement void and of no force and effect.

Grantee Representative Initials _____

9.5 PROHIBITED AND PERMITTED USE OF FUNDS.

Grantee acknowledges and understands that it is prohibited from using the Grant Funds for any purpose that is not permitted under the Updated Program Guidelines. Grantee agrees to use Grant Funds only for the purpose stated in Grantee's application and for the purpose of completion of the Project.

9.6 FALSE STATEMENTS.

Grantee understands that making false statements or claims in connection with this Agreement is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

9.7 NOTICES.

All notices, demands, invoices, and communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

To City:
City of Carson
701 East Carson Street
Carson, CA 90745
Attn: James Nguyen, Special Projects Manager
Email: jnguyen@carsonca.gov

To Grantee:
Maria T. Sepulveda
2611 E Carson Street
Carson, CA 90810
Email: Sepulveda_aliua@yahoo.com
Phone: (562) 577 - 6710

9.8 SEVERABILITY.

Any provision of this Agreement that is found invalid or unenforceable shall be

deemed severed and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.

9.9 CORPORATE AUTHORITY.

The persons executing this Agreement on behalf of the Parties warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this 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.

9.10 GRANTEE REPRESENTATIVE AND CITY'S CONTRACT OFFICER.

The following principal(s) and/or representative(s) of Grantee is/are hereby designated as the person(s) authorized to act on Grantee's behalf with respect to this Agreement and to make all decisions in connection herewith:

Maria T. Sepulveda, Owner

James Nguyen, Special Projects Manager, or such person as may be designated by the City Manager, is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and Project specified herein and to make all decisions in connection therewith ("Contract Officer").

9.11 WAIVER.

The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

9.12 GOVERNING LAW AND VENUE.

This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.

9.13 INTERPRETATION.

Grantee acknowledges that it has had ample opportunity seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.

9.14 TIME OF ESSENCE.

Time is of the essence of this Agreement.

9.15 THIRD PARTIES.

Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."

9.16 NON-LIABILITY OF OFFICIALS AND EMPLOYEES OF THE CITY.

No official or employee of the City shall be personally liable for any default or liability under this Agreement.

9.17 COUNTERPARTS AND SIGNATURES.

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, will be deemed to constitute one and the same agreement. The facsimile, email or other electronically delivered signatures of the Parties shall be deemed to constitute original signatures.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written.

CITY:

CITY OF CARSON, a California charter city

_____
David C. Roberts, Jr., City Manager

ATTEST:

_____
Dr. Khaleah R. Bradshaw, City Clerk

APPROVED AS TO FORM:
Aleshire & Wynder, LLP

_____
Sunny K. Soltani, City Attorney

GRANTEE:

_____

_____
Name:

_____
Title:

_____
Name:

_____
Title:

***Two corporate officer signatures required when Grantee 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.**

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.

On _____, 2026 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.

On _____, 2026 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 WORK

Commercial Façade Improvement Program

Name: Maria T. Sepulveda	Tel. No.:
Address: 2611 E Carson St.	Date: 05/05/2026

All work is to be done per City of Carson building, planning, and public works codes after submission of all applicable contractor's licenses to the City's Contract Officer. In order to establish standards of quality, the detailed specifications may refer to a certain product by name and/or from a major manufacturer. This procedure is not to be construed as eliminating from competition of other product of equal or better quality by other manufacturers. The Grantee shall furnish a list of proposed desired substitutions prior to signing of the contract. All items listed on work write-up, unless otherwise specified, shall include all finish work, including all trim hardware, patching, and finish painting and/or staining. All overhead and profit should be included in each line item. Use of lead-based paint is prohibited. Removal or work on asbestos and lead containing materials is subject to applicable federal, state, and local regulations.

Any questions regarding this project, the plans, and specifications should be submitted to Miguel Rameriz at mramirez@carsonca.gov.

WORK DESCRIPTION AND STANDARD SPECIFICATIONS

Attached images are from the Bid Proposal Form
Case# CRP-2504
Dated: October 27, 2025.
File Name: DAN P2 Pages, 18 - 22

CITY OF CARSON
Commercial Rehabilitation Program

WORK DESCRIPTION AND BID PROPOSAL FORM

Name:	City of Carson	Case No.:	CRP-2504
Address:	2611 E. Carson Street	Tel. No.:	(310) 830-7600 #1306
City:	Carson, CA 90810	Date:	October 27, 2025

All work is to be done per City of Carson building, planning, and public works codes. In order to establish standards of quality, the detailed specifications may refer to a certain product by name and/or from a major manufacturer. This procedure is not to be construed as eliminating from competition of other product of equal or better quality by other manufacturers. The contractor shall furnish a list of proposed desired substitutions with bid proposal. All items listed on work write-up, unless otherwise specified, shall include all finish work, including all trim hardware, patching, and finish painting and/or staining to the immediate area. All overhead and profit should be included in each line item. Use of lead-based paint is prohibited. Removal or work on lead and asbestos containing materials is subject to applicable federal, state and local regulations.

Any questions regarding this project, the plans, and specifications should be made to Miguel Ramirez at (310) 830-7600 #1306.

WORK DESCRIPTION AND STANDARD SPECIFICATIONS	ESTIMATE
ITEM DESCRIPTION:	**ESTIMATE:**

1. **Demolition:** $ 9000
   - Remove existing wood siding, wall mounted signs, address identifiers, light fixtures, alarm box, and electrical with conduit as required.
   - Remove any items necessary to complete the improvements as shown on the attached conceptual drawings.

   NOTE: Contractor shall be responsible for hauling away all material debris and leaving the site in a broom clean condition on a DAILY basis. Contractor shall provide full pedestrian protection during remodeling in accordance with City of Carson code requirements and shall ensure business is in operation during business hours.

   Contractor shall also protect the existing roof, roof scuppers, utility meters, parking lot, and all areas not to be rehabilitated.

   Owner to be responsible for the temporary removal of any items within 5 feet of area to be rehabilitated. Owner shall contact their alarm company for temporary disconnection and reconnection of alarm system at owner's expense.

2. **Electrical:** $ 5000
   Contractor shall install new electrical junction boxes to accommodate two (2) new gooseneck lights. Electrical shall include new concealed conduit, wiring, breaker, separate light switches, light circuit with timers, and sub-panel (if needed). All work to be in accordance with Local Building Code.

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3. **Architectural Foam:** $ 8000
Install new decorative 8" foam trim molding with stucco finish by VEFO Products or approved equal at the front of the property as indicated on attached conceptual drawings. Contractor shall prime and paint the newly installed foam with exterior grade paint. Foam to be attached to the building in strict accordance with the manufacturers' specifications.

4. **Metal Wall Cap:** $ 7500
Contractor shall install a new sheet metal wall cap on the front of the existing parapet wall. Contractor shall prime and paint the newly installed wall caps with exterior grade paint. Wall cap to be painted with a minimum of two coats of paint or until an even finish is achieved.

5. **Exterior Paint:** $ 12300
Prepare the bollards, accent trim, foam molding, wall cap, security bars/doors, wall, and any other surface that require paint on the exterior of the building to receive new fresh paint. Pull all nails and tacks; fill all holes and cracks; scrape smooth all rough or paint curled surfaces; and apply primer to all bare or exposed wood or metal. Paint all areas with appropriate exterior grade paint minimum 2 coats or until an even finish is achieved in accordance with the attached conceptual drawings. **Final colors to be approved by the Planning Department prior to application.**

Foam	Sherwin-Williams SW 6279 Black Swan
Walls	Sherwin-Williams SW 6001 Grayish
Door Column	Sherwin-Williams SW 6005 Folk Stone

NOTE: As part of this line-item contractor shall replace any damaged vents and install new louvered A/C cover on the front of the property to be rehabilitated. Contractor shall also pressure wash existing walkways upon application of paint.

6. **Exterior Lighting:** $ 3500
Provide and install two (2) new bronze colored Gooseneck light fixture by Hi-Lite Mfg. H15620 or approved equal. Gooseneck light fixtures location to be approved by the Planning Department prior to installation. All lighting is required to be UL approved and in accordance with Local Building Code.

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7. **Address Identifiers:** $ 2000
Contractor shall install new non-lit channel letter numerical identifiers "2611" at the front of building. Identifiers shall be in a font and color that complement the new building colors (8 inches in height). Color and font to be approved by the owner and submitted to the Planning Department for final approval.

NOTE: As part of this line item, contractor shall install new vinyl numerical identifiers above each doorway "2611 and 2611 ½".

8. **Business Signs:** $ 38900
Contractor shall temporarily remove the existing metal Nitzy sign and remove as needed the wood backing. Contractor shall then reinstall the existing "Nitzy Hair Legacy" sign with logo as indicated on attached conceptual. Contractor shall also install a new layered sign indicating "Homeopatico". New layered sign shall be front lit by the gooseneck light. Contractor to submit construction and design drawings to the Building and Planning Department for approval prior to installation. Owner to approve lettering prior to fabrication. All work to be in accordance to Local Building Code.

CITY FEES:

9. **Insurance and Mobilization:** $ 5000
Contractor shall obtain all necessary insurances in accordance to City regulations and shall add the City of Carson as an additional insured. Bid price to include any related storage fees and mobilization of materials and equipment/tools.

10. **Building Permits with Associated Fees and City Business License:** $ 2000
Obtain and pay for Carson building permits, business license, and inspections.

NOTE:

All work shall include the protection of buildings as well as maintaining the premises clean at all times. All debris resulting from any work conducted in connection with this contract shall be the property of the contractor, who is responsible for its timely removal and lawful disposal. Work site shall be maintained in a clean and orderly manner, and upon completion, property shall be left in a "broom clean" condition.

PROJECT TOTAL: $ 83200

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NOTE: I HAVE REVIEWED THE ABOVE WORK DESCRIPTION AND SPECIFICATIONS AND UNDERSTAND THAT ANY CHANGES OR ADDITIONS MUST HAVE PRIOR APPROVAL BY THE CITY OF CARSON TO BE ELIGIBLE FOR FUNDING. I ALSO UNDERSTAND THAT THE TOTAL COST OF REPAIRS CANNOT EXCEED THE AMOUNT AWARDED BY THE CITY, THEREFORE ALL ITEMS INCLUDED ON THE ABOVE LIST MAY NOT BE COMPLETED UNDER THIS PROGRAM.

Owner Signature:	Date:

The undersigned, having become thoroughly familiar with the terms and conditions of the proposed Contract Documents and with local conditions affecting the performance and costs of the work at the place where the work is to be completed, and having fully inspected the site in all particulars, hereby proposed and agree to fully perform the work within the time stated and in strict accordance with the proposed Contract Document including furnishing of any and all labor, materials, services necessary equipment and to do all work required to construct, and complete said work in accordance with the Contract Documents for the sum of money as indicated on the Work Description and Bid Proposal Form and summarized as follows:

Eighty three thousand two hundred Dollars, ($ 83200)
Price In Words *Price In Numbers*

If awarded the contract, the bidder agrees to present the following documents to the City of Carson prior to the issuance of the Notice to Proceed: Valid certificates covering Auto, Liability, and Worker's Compensation insurance including the City of Carson as additionally insured.

It is further agreed that if awarded this contract, no advances or down payments will be issued to contractor and 10% of all requested payouts would be retained until the project is completed to the approval of the owner and all approving agents. Completion of this project will require 60 calendar days.

Contractor: Dan Contractor	Lic. No. & Class.: 818083
Signature:	Phone No.: 562-824-6129
Address: 1328 N Catalina CA 92869	

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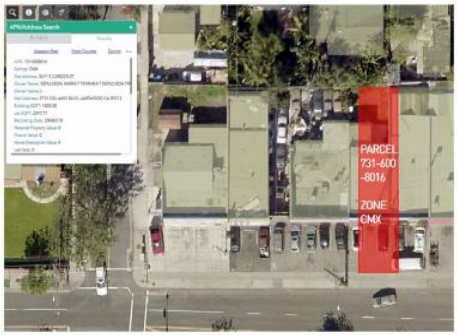
01007.0001/874383.1

Proposed Storefront Facade

Existing Storefront Facade

General Notes:

1. Existing building at 2611 East Carson St.
2. Gross building area is approx. 1,819 sf, 16'-0" high. GC to field verify.
3. (2) prefab, aluminum, louvered A/C covers.
4. Replace (e) box sign with layered, LED back lit sign.
5. Sign vendor to finalize sign designs. Sign shown in renderings is considered a place holder for final professional sign design, from sign vendor.
6. -
7. Repair rust on all existing security bars (stationary and sliding) and paint dark bronze.



Parcel Map

Disclaimer:
This is not a construction document or building permit. This is a conceptual design & rendering only.

CITY OF CARSON STOREFRONT IMPROVEMENT PROGRAM

BLOCK 1B - Parcel 731-600-8016
Nittzy's Hair Legacy & Homeopatico
2611 East Carson Street - Carson, CA

DESIGN CONCEPT
July 29, 2025

Mour Group Engineering + Design
6593 RIVERDALE STREET
SAN DIEGO, CA 92120
TEL: 619.727.4800

NOTE:

Grantee must obtain and pay for City of Carson building permits, business license, and inspections.

All work shall include the protection of building as well as maintaining the premises clean at all times.

All debris resulting from any work conducted in connection with this contract shall be the property of the Grantee, who is responsible for its timely removal and lawful disposal. Work site shall be maintained in a clean and orderly manner, and upon completion, property shall be left in a “broom clean” condition.

EXHIBIT "B"
SAMPLE CONTRACTOR AGREEMENT

EXHIBIT "C"
SCHEDULE OF PERFORMANCE

PERMITS: Before commencement of any Project work, Grantee and its contractor shall obtain any and all permits and approvals which may be required by the City or any other governmental agency with jurisdiction. Execution of this Agreement by City shall not be construed as any commitment by City to issue any permits and Grantee and its contractor must obtain all permits pursuant to the City's standard process and requirements.

COMMENCEMENT OF PROJECT WORK: Grantee agrees that the Project work shall not commence until all permits are issued and City has issued a Notice to Proceed and delivered same to Grantee ("Notice to Proceed").

In lieu of disbursement of grant monies to Grantee, the Parties agree that City will disburse to Grantee's contractor an amount not to exceed $83,200 ("Grant Funds") for satisfactory completion of the Project upon submission by Grantee's contractor of the documentation required in Section 2 of Grantee's contract with its contractor (Exhibit B).

CONSTRUCTION SCHEDULE: The Project work shall commence not later than ten (10) days after the City issues the Notice to Proceed to Grantee and its contractor, and shall be completed within ninety (90) days thereafter except as stated otherwise or as mutually agreed in writing by Grantee and City. The Project work shall be deemed complete upon written notification specifying that the Project work has been completed issued by the Citywide Façade Improvement Program manager or designee and delivered to Grantee.

The City shall make reasonable efforts to coordinate construction activities with Grantee to minimize disruption to the operation of the business to the maximum extent practicable.

At the City's sole discretion, the schedule may be modified subject to the approval of the City's Program Manager or his/her designee.

EXHIBIT "D"

APPROVED CONSTRUCTION DOCUMENTS

[TO BE INSERTED SEPARATELY]

EXHIBIT "E"

COVENANT FOR COMPLETION AND MAINTENANCE

FAÇADE IMPROVEMENT PROGRAM GRANT AGREEMENT

[ECONOMIC DEVELOPMENT BENEFIT AGREEMENT FOR EAST CARSON CORRIDOR]

This Façade Improvement Program Grant Agreement ("Agreement") is entered into effective _____, 2026 ("Effective Date"), by and between the CITY OF CARSON, a charter city and municipal corporation (the "City"), on the one hand, and Rene Cuevas & Guillermina Diaz ("Grantee"), owner of property located at 2613 E Carson St., Carson, California ("Property"), on the other hand. The parties hereto are collectively referred to as the "Parties."

RECITALS

WHEREAS, on June 21, 2022, the City passed Resolution No. 22-131 which established a Citywide Commercial Facade Improvement Program (the "Program") pursuant to the adopted Carson Façade Improvement Program Guidelines ("Program Guidelines") for the public purpose of encouraging the improvement, stimulation and revitalization of the exterior facades of existing commercial buildings in various commercial corridors such as along Avalon Boulevard, Main Street, Sepulveda Boulevard, Carson Street, and Figueroa Street.

WHEREAS, the Program is administered by the City and funded by City's General Fund pursuant to an authorized allocation made by the City Council during the City's budget adoption process.

WHEREAS, on _____, 2026, the City Council approved changes to the Program by adopting a modified version of the Program Guidelines ("Updated Program Guidelines") which now contains a no match requirement for certain businesses located on the north side of Carson Street between Harbor View Avenue and Santa Fe Avenue.

WHEREAS, on November 6, 2018, City's voters approved a new Charter for the City which included a comprehensive set of economic development incentives and programs to promote the development of the City of Carson given the unique environmental constraints, to create jobs and to preserve the sound fiscal basis of City. City has determined that under the Charter, City has broad economic development powers to enact measures, to enter into agreements, and to loan, grant, fund, or finance projects which will provide public benefit and protect the public health, safety and welfare of the community, which programs may be carried out singly or in combination in a manner to promote the economic development objectives set forth in Section 206 of the Charter, which specifically allows for the use of "Tax and Assistance Agreements" for sales taxes, transient occupancy taxes, utility taxes or other taxes to be shared with the generator, and rebates or waivers of franchise fees, business license fees, development impact fees, or other revenue sources, or any other economic development subsidy, after a public hearing

identifying the amount and terms of such assistance and the justification for such assistance.

WHEREAS, on March 19, 2024, the City Council adopted Ordinance No. 24-2404 in furtherance of Section 206 of the Charter, specifically authorizing the City to pursue economic development activities by entering into agreements for provision of loans or grants to certain commercial property owners.

WHEREAS, the incentives provided in this Agreement are intended by the City to be consistent with and promote the purposes of Section 206 of the Charter, Ordinance No. 24-2404 and the Updated Program Guidelines by City providing a grant to Grantee for the purpose of, without limitation, stimulating commercial development within the City, increasing jobs, decreasing blight, and increasing tax revenue to the City. This Agreement has been approved by the City Council following all legally required notices and public hearings.

WHEREAS, the Property is a commercial business located within the geographical limits contemplated under the Updated Program Guidelines and is eligible for participation in the Program.

WHEREAS, under the Updated Program Guidelines, the City is authorized to provide grants to commercial businesses with no match requirements from eligible applicants.

WHEREAS, Section 206 of the Carson Charter is consistent with Government Code Section 53083 which authorizes local agencies to provide economic development subsidies in the amount $100,000 or more where the local agency provides written notice through its website concerning the economic development subsidy and the information required under subsection (a) therein.

WHEREAS, in those instances where the Grant Funds equal $100,000 or more, the City has complied with all requirements of Government Code Section 53083.

WHEREAS, this Agreement has been reviewed by City with respect to applicability of the California Environmental Quality Act **(**"CEQA"**)**, the State CEQA Guidelines (California Code of Regulations, Title 14, §§ 15000 *et seq*., hereafter the "CEQA Guidelines"), and any applicable local CEQA policies and procedures and City has determined that this Agreement is not a "project" for purposes of CEQA, as that term is defined by CEQA Guidelines section 15378, because City has determined, in its discretion and based on substantial evidence, that this Agreement presents no potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment, or alternatively, even if it did constitute a project, it would be exempt pursuant to Section 15301 of the CEQA Guidelines (Class 1 exemption for minor alteration of existing public or private structures involving negligible or no expansion of existing use).

WHEREAS, in accordance with the City's Charter powers and Ordinance No. 24-2404, the City Council wishes to enter into this Agreement with Grantee to provide a grant in order to further the objectives of the Program, it being understood that Section 206 of the Charter allows the City to pursue economic development to the maximum degree permitted by the California Constitution.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and conditions contained herein, and upon acknowledgement of each of the Parties of the receipt of valuable consideration, it is agreed as follows:

AGREEMENT

SECTION 1: GRANT FUNDING; PAYMENT; PUBLIC BENEFITS

In lieu of disbursement of grant monies to Grantee, the Parties agree that City will disburse to Grantee's contractor an amount not to exceed $68,000 ("Grant Funds") for satisfactory completion of the Project upon submission by Grantee's contractor of the documentation required in Section 2 of Grantee's contract with its contractor (Exhibit B).

Under the Updated Program Guidelines, City funds are eligible for uses including but not limited to: installation of new or repair or replacement of exterior signs; installation of new or repair or replacement of awnings, canopies, or sunshades; painting or replace or repair exterior surface treatment; asphalt paving, replacement or repair of tiles or decorative pavers; sidewalk or courtyard repaving; repair or replacement of masonry walls or footings; outdoor lighting: installation of new exterior lighting fixtures or repair or replacement of existing exterior lighting fixtures; installation, repair or replacement of decorative or security fencing; replacement of plate glass windows; re-glazing of windows or change of window mullions with the approval of application by the City.

The City Council finds that the Program, as implemented in part through completion of the Project, will without limitation, stimulate commercial development within the City, increase jobs, decrease blight, and increase tax revenue to the City ("Public Benefits"). As an additional Public Benefit, where feasible for Grantee when hiring contractors to perform work for the Project, Grantee shall use commercially reasonable, good faith efforts to hire contractors whose principal address is located within the City of Carson.

SECTION 2: WORK COMPLETION; PREVAILING WAGES

2.1 SCOPE OF WORK AND SCHEDULE OF PERFORMANCE

Grantee agrees that it shall utilize the Grant Funds to pay for those improvements

specified in the Scope of Work attached hereto and incorporated herein as Exhibit "A," which is at times referred to herein as the "Project," in accordance with Grantee's completed application ("Application") on file at City Hall. No changes or additions to the Scope of Work will be permitted without prior written approval of the City's Contract Officer, and any changes made without the requisite approval will not be eligible for funding and will be deemed a material breach of this Agreement. All work toward such Project will be performed and completed (i) by Grantee entering into a contract with its selected contractor where the contract is substantially similar to the sample contract provided in Exhibit "B"; (ii) within and in accordance with the Updated Project Guidelines; (iii) by a State licensed contractor within the time period(s) established in Exhibit "C," the "Schedule of Performance" unless otherwise authorized by the City; and (iv) in accordance with approved construction documents as detailed in Exhibit "D," with Exhibits B, C and D attached hereto and incorporated herein by this reference. Grantee agrees to allow the City or its agents access to buildings and the storefront improvements at the Property, when convenient for the Parties, for inspection of the Project work. Such inspections shall not replace any required permit inspections by the City's Building Inspectors. All work which is not in conformance with the approved plans, design drawings and specifications shall be immediately remedied by the Grantee at Grantee's sole expense and deficient or improper work shall be replaced and made to comply with the approved plans, design drawings and specifications and the terms of the Agreement.

2.2 PREVAILING WAGES

Certain or all portions of the Project may be subject to prevailing wages under the Labor Code. More specifically, if the amount of the Grant Funds exceeds $1,000 and is 2% or more of the total cost of the Project, the below provisions will apply.

Grantee acknowledges that the construction and construction-related activities for the Project are subject to the California Prevailing Wage Law, and Grantee is required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations ("DIR") under Section 1720, *et seq*., of the California Labor Code for all covered work performed on the Project. The applicable prevailing rates are on file with, and open to inspection at, the Community & Economic Development Department (Special Projects Division) and is referred to and made a part hereof. Due to the fact that Prevailing Wage Law applies to construction work performed for the Project, the Grantee's contractor(s) shall submit weekly certified payrolls of all workers employed on the construction of the Project to the City in a form acceptable to the City. Grantee acknowledges the possibility of wage increases during construction work performed for the Project and that Grantee and/or its contractor(s) shall be responsible for paying such increases. Grantee acknowledges that it is aware of and shall comply with, and that its contractor(s) shall be aware of and shall comply with, the following sections of the California Labor Code: (i) Section 1725.5 requiring that all contractors and subcontractors performing work on the Project be registered with, and pay an annual fee to, the DIR prior to and during the performance of any work towards the Project; (ii) Section 1775 prescribing penalties for failure to pay prevailing wage rates; (iii) Section 1776 requiring the making, keeping, and disclosing of

detailed certified payroll records and prescribing penalties for failure to do so; (iv) Section 1777.5 prescribing the terms and conditions for employing registered apprentices; (v) Section 1810 providing that eight hours of labor shall constitute a day's work; and (vi) Section 1813 prescribing penalties for violations of the provisions concerning eight-hour work days and forty-hour work weeks. If Grantee violates the foregoing or any other Prevailing Wage Laws, Grantee shall be solely liable for the cost thereof and shall indemnify and hold the City officers, employees and agents harmless from any liability or penalties therefor. This Project will be developed and budgeted for assuming the payment of prevailing wages as needed.

2.3 PROJECT FUNDING

Grant Funds shall only be used to pay for the improvements as stipulated under the Scope of Work (Exhibit A) and in the time and manner specified under the Schedule of Performance (Exhibit C). It is incumbent upon the Grantee to ensure that Project is carried out in accordance with the Project's approved scope and timeline. Any deviation in the Scope of Work and/or Schedule of Performance must be approved by the City in advance and in writing. Work performed outside the specification of the Scope of Work and/or outside the timeframe established under the Schedule of Performance are not eligible for Grant Funds.

2.4 COVENANT FOR COMPLETION AND MAINTENANCE

Concurrent with execution of this Agreement, Grantee shall execute a Covenant for Completion and Maintenance to be recorded with the Los Angeles County Recorder's Office, a copy of which covenant is attached hereto and incorporated herein by this reference as Exhibit "E," requiring Grantee or its successors and assigns, to complete the Project in accordance with the Schedule of Performance (Exhibit "C"). The covenant will also require Grantee and its successors and assigns to maintain the design and paint colors established for the Property under this Agreement for a period of at least five (5) years from the date the Project is completed, as determined by the Citywide Façade Improvement Program manager or designee.

SECTION 3: AUDITS; MISUSE OF FUNDS

City reserves the right to designate its own employee representative(s) or its contracted representative(s) with a Certified Public Accounting firm who shall have the right to audit Grantee's accounting procedures and internal controls of Grantee's financial systems as they relate to the Grant Funds and to examine any cost, revenue, payment, claim, other records or supporting documentation resulting from any items set forth in this Agreement. Any such audit(s) shall be undertaken by City or its representative(s) at mutually agreed upon reasonable times and in conformance with generally accepted auditing standards. Grantee agrees to fully cooperate with any such audit(s).

If the Grantee, or Grantee's designated contractor should utilize the funds for anything other than as stated in the Application, the City may thereupon recover the entire

amount of the Grant Funds from Grantee and/or the subsequent operator of the Property, together with reasonable attorney fees and costs incurred in enforcing this provision. This provision shall **not** apply where the proposed changes are first reviewed and approved by the City. Approval shall not be unreasonably withheld to the extent the proposed changes are authorized in the Updated Program Guidelines.

SECTION 4: REMEDIES FOR BREACH

In the event the Grantee or any subsequent operator breaches Section 3 of this Agreement, in addition to all legal and equitable remedies available to the City, the City may thereupon deny any request(s) for reimbursement and/or recover the entire amount of the Grant Funds from the Grantee and/or the subsequent operator of the Property, together with reasonable attorney fees and costs incurred in enforcing this provision.

SECTION 5: INSURANCE AND INDEMNIFICATION.

5.1 INDEMNIFICATION

To the maximum extent permitted by law, the Grantee hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of the Grantee's performance or work hereunder (including any of its officers, agents, employees, contractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, or any loss of business in connection with construction over the course of completion of the Project and damage to City property, or any construction defect that may arise from City-provided design services or the Project's compliance with City-recommended designs, or any other liability that may arise from work performed on the Project pursuant to the contract between Grantee and its contractor, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. The Grantee's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Grantee or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

Indemnitees do not and shall not waive any rights that they may possess against the Grantee because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.

The Grantee, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.

5.2 INSURANCE.

A. Without limiting Grantee's obligations to City under Section 5.1, and prior to commencement of any construction toward the Project, Grantee shall obtain, provide and maintain at its own expense during the term of this Agreement (at times extending beyond the term), policies of insurance of the types and amounts described below and in a form satisfactory to City.

(i) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). Grantee shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form ISO CGL CG 00 01 or equivalent, in an amount not less than $2,000,000 per occurrence, $4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(ii) Worker's Compensation Insurance. Grantee shall maintain 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 Grantee 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 Grantee in the course of carrying out the work contemplated in this Agreement.

(iii) Automotive Insurance. Grantee shall maintain ISO Form Number CA 00 01 covering any auto (Code 1), or if the Grantee has no owned autos, covering hired (Code 8), and non-owned autos (Code 9), with limit no less than $1,000,000 combined single limit for each accident for bodily injury and property damage.

(iv) Flood Insurance. If the Property is located in a FEMA designated high-risk area (zones A or V), Grantee shall maintain flood insurance in an amount not less than the total cost of the improvements specified in the Scope of Work.

(v) Builder's Risk Insurance. Grantee 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. The City shall be included as a "loss payee" in the amount of the Grant Funds.

If the Grant Funds is less than $50,000, then at the option of City, an Installation Floater may be acceptable in lieu of Builder's Risk Insurance. For Contract Sum exceeding $50,000, an Installation Floater may still be considered in place of Builder's Risk based on the project scope, subject to approval by the City's Risk Manager. 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.

B. 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 the insured's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended, cancelled or non-renewed 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 Grantee shall, prior to the cancellation date, submit new evidence of insurance in conformance with this section to the Contract Officer. No work or services under this Agreement shall commence until the Grantee has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

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

SECTION 6: ADDITIONAL WORK

Nothing contained in this Agreement is intended to limit, restrict, or prohibit the Grantee from undertaking additional work in or about the subject premises, which is

unrelated to the approved improvements provided for in this Agreement; provided, however, that City approves such work in advance.

SECTION 7: TERM AND TERMINATION

7.1 TERM

This Agreement shall be binding upon the City and upon the Grantee and Grantee's successor(s) to the Property for a period of (2) two years after the Effective Date. It shall be the responsibility of the Grantee to inform subsequent owner(s)/lessee(s) of the Property of the provisions of this Agreement.

7.2 TERMINATION

The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Grantee, except that where termination is due to the fault of Grantee, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, Grantee 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) Grantee 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. Without limiting the generality of the foregoing, City may terminate this Agreement for cause where Grantee fails to cooperate or respond to communications from the City. In any such event, City may issue a 14-day notice requesting confirmation of continued participation in the Program and if Grantee does not respond within that period, the City may issue a termination letter which will serve as notice of termination of this Agreement. Immediately following termination of this Agreement for any reason, City and Owner must notify Owner's contractor in writing of such termination.

SECTION 8: DESIGNS

Notwithstanding any provision of this Agreement, Grantee is responsible for obtaining applicable design review approvals, obtaining all required permits, and complying with all applicable laws and Updated Program Guidelines. As part of the Program, City has offered Grantee complimentary design guidance services for the Project ("Design Guidance Services") and, unless Grantee indicates by checking the box below, Grantee agrees to utilize City's Design Guidance Services for the Project. Grantee utilizing the Program's complimentary design guidance are also subject to requirements of this section.

☐

By checking the box above, Grantee acknowledges that City has offered Grantee complimentary Design Guidance Services but Grantee has declined such services and

instead, is electing to obtain its own licensed architect to prepare designs for the Project. In so doing, Grantee understands and agrees that all designs prepared by Grantee's architect must comply with City's recommended designs for the Project.

SECTION 9: MISCELLANEOUS PROVISIONS

9.1 RECITALS.

All recitals in this Agreement are hereby incorporated into this Agreement as if set forth fully herein.

9.2 COVENANT AGAINST DISCRIMINATION.

Grantee covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that in the performance of this Agreement, there shall be no discrimination against or segregation of any person or group of persons on account of race, religious creed, color, gender, national origin, ancestry, physical disability, mental disability, medical condition, pregnancy, marital status, age, sexual orientation, or any other basis pertaining to a protected characteristic under applicable federal, state, or local law.

9.3 CONFLICTS OF INTEREST.

Grantee, its agents and employees shall comply with applicable federal, state, and local laws and regulations governing conflict of interest. Grantee covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that may be affected by its obligations to perform under this Agreement, or that would conflict in any manner with its obligations hereunder. Grantee further covenants that, in performing this Agreement, no person having any such interest shall be employed by it. Furthermore, Grantee shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this agreement. Grantee agrees not to accept any employment or representation during the term of this Agreement that is or may likely make Grantee "financially interested" (as provided in California Government Code Sections 1090 and 87100) in any decision made by City on any manner in connection with which Grantee has been retained pursuant to this Agreement.

9.4 WARRANTY AND REPRESENTATION OF NON-COLLUSION.

City hereby warrants and represents that no official, officer, agent or employee of the City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, agent or employee of the 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 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 interest found to be "remote" or "non interest" pursuant to California Government Code Sections 1091 and 1091.5.

Grantee hereby 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, agent or employee, as a result or consequence of obtaining or being awarded any agreement. Grantee is aware of and understands that any such act(s), omission(s), or other conduct resulting in the payment of money, consideration, or other thing of value will render this Agreement void and of no force and effect.

Grantee Representative Initials _____

9.5 PROHIBITED AND PERMITTED USE OF FUNDS.

Grantee acknowledges and understands that it is prohibited from using the Grant Funds for any purpose that is not permitted under the Updated Program Guidelines. Grantee agrees to use Grant Funds only for the purpose stated in Grantee's application and for the purpose of completion of the Project.

9.6 FALSE STATEMENTS.

Grantee understands that making false statements or claims in connection with this Agreement is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

9.7 NOTICES.

All notices, demands, invoices, and communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

To City:
City of Carson
701 East Carson Street
Carson, CA 90745
Attn: James Nguyen, Special Projects Manager
Email: jnguyen@carsonca.gov

To Grantee:
Rene Cuevas & Guillermina Diaz

2615 E Carson Street
Carson, CA 90810
Email: Arisflowers1@gmail.com
Phone: (310) 291 - 1613

9.8 SEVERABILITY.

Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.

9.9 CORPORATE AUTHORITY.

The persons executing this Agreement on behalf of the Parties warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this 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.

9.10 GRANTEE REPRESENTATIVE AND CITY'S CONTRACT OFFICER.

The following principal(s) and/or representative(s) of Grantee is/are hereby designated as the person(s) authorized to act on Grantee's behalf with respect to this Agreement and to make all decisions in connection herewith:

Rene Cuevas & Guillermina Diaz, Owner

James Nguyen, Special Projects Manager, or such person as may be designated by the City Manager, is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and Project specified herein and to make all decisions in connection therewith ("Contract Officer").

9.11 WAIVER.

The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

9.12 GOVERNING LAW AND VENUE.

This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.

9.13 INTERPRETATION.

Grantee acknowledges that it has had ample opportunity seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.

9.14 TIME OF ESSENCE.

Time is of the essence of this Agreement.

9.15 THIRD PARTIES.

Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."

9.16 NON-LIABILITY OF OFFICIALS AND EMPLOYEES OF THE CITY.

No official or employee of the City shall be personally liable for any default or liability under this Agreement.

9.17 COUNTERPARTS AND SIGNATURES.

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, will be deemed to constitute one and the same agreement. The facsimile, email or other electronically delivered signatures of the Parties shall be deemed to constitute original signatures.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written.

CITY:

CITY OF CARSON, a California charter city

_____
David C. Roberts, Jr., City Manager

ATTEST:

_____
Dr. Khaleah R. Bradshaw, City Clerk

APPROVED AS TO FORM:
Aleshire & Wynder, LLP

_____
Sunny K. Soltani, City Attorney

GRANTEE:

_____

_____
Name:

_____
Title:

_____
Name:

_____
Title:

***Two corporate officer signatures required when Grantee 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.**

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.

On _____, 2026 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.

On _____, 2026 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 WORK

Commercial Façade Improvement Program

Name: Rene Cuevas & Guillermina Diaz	Tel. No.: 310-830-7600 #1306
Address: 2613 E Carson St.	Date: 05/05/2026

All work is to be done per City of Carson building, planning, and public works codes after submission of all applicable contractor's licenses to the City's Contract Officer. In order to establish standards of quality, the detailed specifications may refer to a certain product by name and/or from a major manufacturer. This procedure is not to be construed as eliminating from competition of other product of equal or better quality by other manufacturers. The Grantee shall furnish a list of proposed desired substitutions prior to signing of the contract. All items listed on work write-up, unless otherwise specified, shall include all finish work, including all trim hardware, patching, and finish painting and/or staining. All overhead and profit should be included in each line item. Use of lead-based paint is prohibited. Removal or work on asbestos and lead containing materials is subject to applicable federal, state, and local regulations.

Any questions regarding this project, the plans, and specifications should be submitted to Miguel Rameriz at mramirez@carsonca.gov.

WORK DESCRIPTION AND STANDARD SPECIFICATIONS

Attached images are from the Bid Proposal Form
Case# CRP-2505
Dated: October 27, 2025.
File Name: DAN P2 Pages, 23 - 27

CITY OF CARSON
Commercial Rehabilitation Program

WORK DESCRIPTION AND BID PROPOSAL FORM

Name:	City of Carson	Case No.:	CRP-2505
Address:	2613 E. Carson Street	Tel. No.:	(310) 830-7600 #1306
City:	Carson, CA 90810	Date:	October 27, 2025

All work is to be done per City of Carson building, planning, and public works codes. In order to establish standards of quality, the detailed specifications may refer to a certain product by name and/or from a major manufacturer. This procedure is not to be construed as eliminating from competition of other product of equal or better quality by other manufacturers. The contractor shall furnish a list of proposed desired substitutions with bid proposal. All items listed on work write-up, unless otherwise specified, shall include all finish work, including all trim hardware, patching, and finish painting and/or staining to the immediate area. All overhead and profit should be included in each line item. Use of lead-based paint is prohibited. Removal or work on lead and asbestos containing materials is subject to applicable federal, state and local regulations.

Any questions regarding this project, the plans, and specifications should be made to Miguel Ramirez at (310) 830-7600 #1306.

WORK DESCRIPTION AND STANDARD SPECIFICATIONS **ESTIMATE**

ITEM DESCRIPTION: **ESTIMATE:**

1. **Demolition:** $ 9000
   - Remove existing wall mounted signs, address identifiers, light fixtures, alarm box, and electrical with conduit as required.
   - Remove any items necessary to complete the improvements as shown on the attached conceptual drawings.

   NOTE: Contractor shall be responsible for hauling away all material debris and leaving the site in a broom clean condition on a DAILY basis. Contractor shall provide full pedestrian protection during remodeling in accordance with City of Carson code requirements and shall ensure business is in operation during business hours.

   Contractor shall also protect the existing roof, roof scuppers, utility meters, parking lot, and all areas not to be rehabilitated.

   Owner to be responsible for the temporary removal of any items within 5 feet of area to be rehabilitated. Owner shall contact their alarm company for temporary disconnection and reconnection of alarm system at owner's expense.

2. **Electrical:** $ 5000
   Contractor shall install new electrical junction boxes to accommodate two (2) new gooseneck lights. Electrical shall include new concealed conduit, wiring, breaker, separate light switches, light circuit with timers, and sub-panel (if needed). All work to be in accordance with Local Building Code.

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3. **Architectural Foam:** $ 7000
Install new decorative 8" foam trim molding with stucco finish by VEFO Products or approved equal at the front of the property as indicated on attached conceptual drawings. Contractor shall prime and paint the newly installed foam with exterior grade paint. Foam to be attached to the building in strict accordance with the manufacturers' specifications.

4. **Metal Wall Cap:** $ 5500
Contractor shall install a new sheet metal wall cap on the front of the existing parapet wall. Contractor shall prime and paint the newly installed wall caps with exterior grade paint. Wall cap to be painted with a minimum of two coats of paint or until an even finish is achieved.

5. **Exterior Paint:** $ 13500
Prepare the bollards, accent trim, foam molding, wall cap, security bars/doors, wall, and any other surface that require paint on the exterior of the building to receive new fresh paint. Pull all nails and tacks; fill all holes and cracks; scrape smooth all rough or paint curled surfaces; and apply primer to all bare or exposed wood or metal. Paint all areas with appropriate exterior grade paint minimum 2 coats or until an even finish is achieved in accordance with the attached conceptual drawings. **Final colors to be approved by the Planning Department prior to application.**

Foam	Sherwin-Williams SW 6279 Black Swan
Walls	Sherwin-Williams SW 6001 Grayish
Door Column	Sherwin-Williams SW 6005 Folk Stone

NOTE: As part of this line-item contractor shall replace any damaged vents and install new louvered A/C covers on the front of the property to be rehabilitated. Contractor shall also pressure wash existing walkways upon application of paint.

6. **Exterior Lighting:** $ 4000
Provide and install two (2) new bronze colored Gooseneck light fixture by Hi-Lite Mfg. H15620 or approved equal. Gooseneck light fixture location to be approved by the Planning Department prior to installation. All lighting is required to be UL approved and in accordance with Local Building Code.

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7. **Address Identifiers:** $ 2000
Contractor shall install new non-lit channel letter numerical identifiers "2613" at the front of building. Identifiers shall be in a font and color that complement the new building colors (8 inches in height). Color and font to be approved by the owner and submitted to the Planning Department for final approval.

NOTE: As part of this line item, contractor shall install new vinyl numerical identifiers above each doorway "2613 and 2613 ½".

8. **Business Signs:** $ 14000
Contractor shall install a new (1) layered sign indicating "R.C. DOLLAR PLUS". New layered sign shall be front lit by the gooseneck light. Contractor to submit construction and design drawings to the Building and Planning Department for approval prior to installation. Owner to approve lettering prior to fabrication. All work to be in accordance with Local Building Code.

CITY FEES:

9. **Insurance and Mobilization:** $ 5000
Contractor shall obtain all necessary insurances in accordance to City regulations and shall add the City of Carson as an additional insured. Bid price to include any related storage fees and mobilization of materials and equipment/tools.

10. **Building Permits with Associated Fees and City Business License:** $ 2000
Obtain and pay for Carson building permits, business license, and inspections.

NOTE:

All work shall include the protection of buildings as well as maintaining the premises clean at all times. All debris resulting from any work conducted in connection with this contract shall be the property of the contractor, who is responsible for its timely removal and lawful disposal. Work site shall be maintained in a clean and orderly manner, and upon completion, property shall be left in a "broom clean" condition.

PROJECT TOTAL: $ 68000

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NOTE: I HAVE REVIEWED THE ABOVE WORK DESCRIPTION AND SPECIFICATIONS AND UNDERSTAND THAT ANY CHANGES OR ADDITIONS MUST HAVE PRIOR APPROVAL BY THE CITY OF CARSON TO BE ELIGIBLE FOR FUNDING. I ALSO UNDERSTAND THAT THE TOTAL COST OF REPAIRS CANNOT EXCEED THE AMOUNT AWARDED BY THE CITY, THEREFORE ALL ITEMS INCLUDED ON THE ABOVE LIST MAY NOT BE COMPLETED UNDER THIS PROGRAM.

Owner Signature:	Date:

The undersigned, having become thoroughly familiar with the terms and conditions of the proposed Contract Documents and with local conditions affecting the performance and costs of the work at the place where the work is to be completed, and having fully inspected the site in all particulars, hereby proposed and agree to fully perform the work within the time stated and in strict accordance with the proposed Contract Document including furnishing of any and all labor, materials, services necessary equipment and to do all work required to construct, and complete said work in accordance with the Contract Documents for the sum of money as indicated on the Work Description and Bid Proposal Form and summarized as follows:

Sixtyeight thousand Dollars, ($ 68000)
Price In Words *Price In Numbers*

If awarded the contract, the bidder agrees to present the following documents to the City of Carson prior to the issuance of the Notice to Proceed: Valid certificates covering Auto, Liability, and Worker's Compensation insurance including the City of Carson as additionally insured.

It is further agreed that if awarded this contract, no advances or down payments will be issued to contractor and 10% of all requested payouts would be retained until the project is completed to the approval of the owner and all approving agents. Completion of this project will require 60 calendar days.

Contractor: Dan Contractor	Lic. No. & Class.: 818083
Signature:	Phone No.: 562-824-6129
Address: 828 N catalina st orange	

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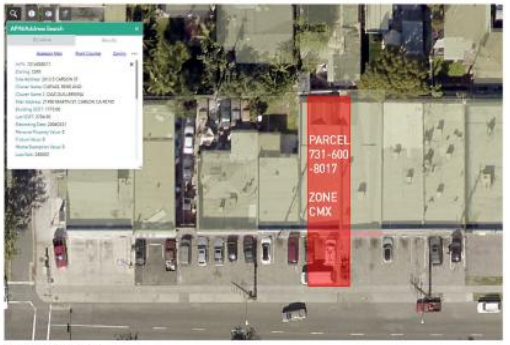
Proposed Storefront Facade

General Notes:

1. Existing building at 2613 East Carson St.
2. Gross building area is approx. 1,819 sf, 16'-0" high. GC to field verify.
3. (2) prefab, aluminum, louvered A/C covers.
4. Replace (E) box sign with layered, LED back lit sign.
5. Sign vendor to finalize sign designs. Sign shown in renderings is considered a place holder for final professional sign design, from sign vendor.
6. -
7. Repair rust on all existing security bars (stationary and sliding) and paint dark bronze.

Existing Storefront Facade



Parcel Map

Disclaimer:
This is not a construction document or building permit. This is a conceptual design & rendering only.

CITY OF CARSON STOREFRONT IMPROVEMENT PROGRAM

BLOCK 1B - Parcel 731-600-8017
R.C. DOLLAR PLUS
2613 East Carson Street - Carson, CA

DESIGN CONCEPT
July 29, 2025

Mour Group Engineering + Design
6593 RIVERDALE STREET
SAN DIEGO, CA 92120
TEL: 619.727.4800

NOTE:

Grantee must obtain and pay for City of Carson building permits, business license, and inspections.

All work shall include the protection of building as well as maintaining the premises clean at all times.

All debris resulting from any work conducted in connection with this contract shall be the property of the Grantee, who is responsible for its timely removal and lawful disposal. Work site shall be maintained in a clean and orderly manner, and upon completion, property shall be left in a "broom clean" condition.

EXHIBIT "B"
SAMPLE CONTRACTOR AGREEMENT

EXHIBIT "C"
SCHEDULE OF PERFORMANCE

PERMITS: Before commencement of any Project work, Grantee and its contractor shall obtain any and all permits and approvals which may be required by the City or any other governmental agency with jurisdiction. Execution of this Agreement by City shall not be construed as any commitment by City to issue any permits and Grantee and its contractor must obtain all permits pursuant to the City's standard process and requirements.

COMMENCEMENT OF PROJECT WORK: Grantee agrees that the Project work shall not commence until all permits are issued and City has issued a Notice to Proceed and delivered same to Grantee ("Notice to Proceed").

In lieu of disbursement of grant monies to Grantee, the Parties agree that City will disburse to Grantee's contractor an amount not to exceed $68,000 ("Grant Funds") for satisfactory completion of the Project upon submission by Grantee's contractor of the documentation required in Section 2 of Grantee's contract with its contractor (Exhibit B).

CONSTRUCTION SCHEDULE: The Project work shall commence not later than ten (10) days after the City issues the Notice to Proceed to Grantee and its contractor, and shall be completed within ninety (90) days thereafter except as stated otherwise or as mutually agreed in writing by Grantee and City. The Project work shall be deemed complete upon written notification specifying that the Project work has been completed issued by the Citywide Façade Improvement Program manager or designee and delivered to Grantee.

The City shall make reasonable efforts to coordinate construction activities with Grantee to minimize disruption to the operation of the business to the maximum extent practicable.

At the City's sole discretion, the schedule may be modified subject to the approval of the City's Program Manager or his/her designee.

EXHIBIT "D"

APPROVED CONSTRUCTION DOCUMENTS

[TO BE INSERTED SEPARATELY]

EXHIBIT "E"

COVENANT FOR COMPLETION AND MAINTENANCE

FAÇADE IMPROVEMENT PROGRAM GRANT AGREEMENT

[ECONOMIC DEVELOPMENT BENEFIT AGREEMENT FOR EAST CARSON CORRIDOR]

This Façade Improvement Program Grant Agreement ("Agreement") is entered into effective _____, 2026 ("Effective Date"), by and between the CITY OF CARSON, a charter city and municipal corporation (the "City"), on the one hand, and Nadar Realty Group LLC ("Grantee"), owner of property located at 2615 E Carson St., Carson, California ("Property"), on the other hand. The parties hereto are collectively referred to as the "Parties."

RECITALS

WHEREAS, on June 21, 2022, the City passed Resolution No. 22-131 which established a Citywide Commercial Facade Improvement Program (the "Program") pursuant to the adopted Carson Façade Improvement Program Guidelines ("Program Guidelines") for the public purpose of encouraging the improvement, stimulation and revitalization of the exterior facades of existing commercial buildings in various commercial corridors such as along Avalon Boulevard, Main Street, Sepulveda Boulevard, Carson Street, and Figueroa Street.

WHEREAS, the Program is administered by the City and funded by City's General Fund pursuant to an authorized allocation made by the City Council during the City's budget adoption process.

WHEREAS, on _____, 2026, the City Council approved changes to the Program by adopting a modified version of the Program Guidelines ("Updated Program Guidelines") which now contains a no match requirement for certain businesses located on the north side of Carson Street between Harbor View Avenue and Santa Fe Avenue.

WHEREAS, on November 6, 2018, City's voters approved a new Charter for the City which included a comprehensive set of economic development incentives and programs to promote the development of the City of Carson given the unique environmental constraints, to create jobs and to preserve the sound fiscal basis of City. City has determined that under the Charter, City has broad economic development powers to enact measures, to enter into agreements, and to loan, grant, fund, or finance projects which will provide public benefit and protect the public health, safety and welfare of the community, which programs may be carried out singly or in combination in a manner to promote the economic development objectives set forth in Section 206 of the Charter, which specifically allows for the use of "Tax and Assistance Agreements" for sales taxes, transient occupancy taxes, utility taxes or other taxes to be shared with the generator, and rebates or waivers of franchise fees, business license fees, development impact fees, or other revenue sources, or any other economic development subsidy, after a public hearing

identifying the amount and terms of such assistance and the justification for such assistance.

WHEREAS, on March 19, 2024, the City Council adopted Ordinance No. 24-2404 in furtherance of Section 206 of the Charter, specifically authorizing the City to pursue economic development activities by entering into agreements for provision of loans or grants to certain commercial property owners.

WHEREAS, the incentives provided in this Agreement are intended by the City to be consistent with and promote the purposes of Section 206 of the Charter, Ordinance No. 24-2404 and the Updated Program Guidelines by City providing a grant to Grantee for the purpose of, without limitation, stimulating commercial development within the City, increasing jobs, decreasing blight, and increasing tax revenue to the City. This Agreement has been approved by the City Council following all legally required notices and public hearings.

WHEREAS, the Property is a commercial business located within the geographical limits contemplated under the Updated Program Guidelines and is eligible for participation in the Program.

WHEREAS, under the Updated Program Guidelines, the City is authorized to provide grants to commercial businesses with no match requirements from eligible applicants.

WHEREAS, Section 206 of the Carson Charter is consistent with Government Code Section 53083 which authorizes local agencies to provide economic development subsidies in the amount $100,000 or more where the local agency provides written notice through its website concerning the economic development subsidy and the information required under subsection (a) therein.

WHEREAS, in those instances where the Grant Funds equal $100,000 or more, the City has complied with all requirements of Government Code Section 53083.

WHEREAS, this Agreement has been reviewed by City with respect to applicability of the California Environmental Quality Act **(**"CEQA"**)**, the State CEQA Guidelines (California Code of Regulations, Title 14, §§ 15000 *et seq*., hereafter the "CEQA Guidelines"), and any applicable local CEQA policies and procedures and City has determined that this Agreement is not a "project" for purposes of CEQA, as that term is defined by CEQA Guidelines section 15378, because City has determined, in its discretion and based on substantial evidence, that this Agreement presents no potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment, or alternatively, even if it did constitute a project, it would be exempt pursuant to Section 15301 of the CEQA Guidelines (Class 1 exemption for minor alteration of existing public or private structures involving negligible or no expansion of existing use).

WHEREAS, in accordance with the City's Charter powers and Ordinance No. 24-2404, the City Council wishes to enter into this Agreement with Grantee to provide a grant in order to further the objectives of the Program, it being understood that Section 206 of the Charter allows the City to pursue economic development to the maximum degree permitted by the California Constitution.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and conditions contained herein, and upon acknowledgement of each of the Parties of the receipt of valuable consideration, it is agreed as follows:

AGREEMENT

SECTION 1: GRANT FUNDING; PAYMENT; PUBLIC BENEFITS

In lieu of disbursement of grant monies to Grantee, the Parties agree that City will disburse to Grantee's contractor an amount not to exceed $86,500 ("Grant Funds") for satisfactory completion of the Project upon submission by Grantee's contractor of the documentation required in Section 2 of Grantee's contract with its contractor (Exhibit B).

Under the Updated Program Guidelines, City funds are eligible for uses including but not limited to: installation of new or repair or replacement of exterior signs; installation of new or repair or replacement of awnings, canopies, or sunshades; painting or replace or repair exterior surface treatment; asphalt paving, replacement or repair of tiles or decorative pavers; sidewalk or courtyard repaving; repair or replacement of masonry walls or footings; outdoor lighting: installation of new exterior lighting fixtures or repair or replacement of existing exterior lighting fixtures; installation, repair or replacement of decorative or security fencing; replacement of plate glass windows; re-glazing of windows or change of window mullions with the approval of application by the City.

The City Council finds that the Program, as implemented in part through completion of the Project, will without limitation, stimulate commercial development within the City, increase jobs, decrease blight, and increase tax revenue to the City ("Public Benefits"). As an additional Public Benefit, where feasible for Grantee when hiring contractors to perform work for the Project, Grantee shall use commercially reasonable, good faith efforts to hire contractors whose principal address is located within the City of Carson.

SECTION 2: WORK COMPLETION; PREVAILING WAGES

2.1 SCOPE OF WORK AND SCHEDULE OF PERFORMANCE

Grantee agrees that it shall utilize the Grant Funds to pay for those improvements

specified in the Scope of Work attached hereto and incorporated herein as Exhibit "A," which is at times referred to herein as the "Project," in accordance with Grantee's completed application ("Application") on file at City Hall. No changes or additions to the Scope of Work will be permitted without prior written approval of the City's Contract Officer, and any changes made without the requisite approval will not be eligible for funding and will be deemed a material breach of this Agreement. All work toward such Project will be performed and completed (i) by Grantee entering into a contract with its selected contractor where the contract is substantially similar to the sample contract provided in Exhibit "B"; (ii) within and in accordance with the Updated Project Guidelines; (iii) by a State licensed contractor within the time period(s) established in Exhibit "C," the "Schedule of Performance" unless otherwise authorized by the City; and (iv) in accordance with approved construction documents as detailed in Exhibit "D," with Exhibits B, C and D attached hereto and incorporated herein by this reference. Grantee agrees to allow the City or its agents access to buildings and the storefront improvements at the Property, when convenient for the Parties, for inspection of the Project work. Such inspections shall not replace any required permit inspections by the City's Building Inspectors. All work which is not in conformance with the approved plans, design drawings and specifications shall be immediately remedied by the Grantee at Grantee's sole expense and deficient or improper work shall be replaced and made to comply with the approved plans, design drawings and specifications and the terms of the Agreement.

2.2 PREVAILING WAGES

Certain or all portions of the Project may be subject to prevailing wages under the Labor Code. More specifically, if the amount of the Grant Funds exceeds $1,000 and is 2% or more of the total cost of the Project, the below provisions will apply.

Grantee acknowledges that the construction and construction-related activities for the Project are subject to the California Prevailing Wage Law, and Grantee is required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations ("DIR") under Section 1720, *et seq*., of the California Labor Code for all covered work performed on the Project. The applicable prevailing rates are on file with, and open to inspection at, the Community & Economic Development Department (Special Projects Division) and is referred to and made a part hereof. Due to the fact that Prevailing Wage Law applies to construction work performed for the Project, the Grantee's contractor(s) shall submit weekly certified payrolls of all workers employed on the construction of the Project to the City in a form acceptable to the City. Grantee acknowledges the possibility of wage increases during construction work performed for the Project and that Grantee and/or its contractor(s) shall be responsible for paying such increases. Grantee acknowledges that it is aware of and shall comply with, and that its contractor(s) shall be aware of and shall comply with, the following sections of the California Labor Code: (i) Section 1725.5 requiring that all contractors and subcontractors performing work on the Project be registered with, and pay an annual fee to, the DIR prior to and during the performance of any work towards the Project; (ii) Section 1775 prescribing penalties for failure to pay prevailing wage rates; (iii) Section 1776 requiring the making, keeping, and disclosing of

detailed certified payroll records and prescribing penalties for failure to do so; (iv) Section 1777.5 prescribing the terms and conditions for employing registered apprentices; (v) Section 1810 providing that eight hours of labor shall constitute a day's work; and (vi) Section 1813 prescribing penalties for violations of the provisions concerning eight-hour work days and forty-hour work weeks. If Grantee violates the foregoing or any other Prevailing Wage Laws, Grantee shall be solely liable for the cost thereof and shall indemnify and hold the City officers, employees and agents harmless from any liability or penalties therefor. This Project will be developed and budgeted for assuming the payment of prevailing wages as needed.

2.3 PROJECT FUNDING

Grant Funds shall only be used to pay for the improvements as stipulated under the Scope of Work (Exhibit A) and in the time and manner specified under the Schedule of Performance (Exhibit C). It is incumbent upon the Grantee to ensure that Project is carried out in accordance with the Project's approved scope and timeline. Any deviation in the Scope of Work and/or Schedule of Performance must be approved by the City in advance and in writing. Work performed outside the specification of the Scope of Work and/or outside the timeframe established under the Schedule of Performance are not eligible for Grant Funds.

2.4 COVENANT FOR COMPLETION AND MAINTENANCE

Concurrent with execution of this Agreement, Grantee shall execute a Covenant for Completion and Maintenance to be recorded with the Los Angeles County Recorder's Office, a copy of which covenant is attached hereto and incorporated herein by this reference as Exhibit "E," requiring Grantee or its successors and assigns, to complete the Project in accordance with the Schedule of Performance (Exhibit "C"). The covenant will also require Grantee and its successors and assigns to maintain the design and paint colors established for the Property under this Agreement for a period of at least five (5) years from the date the Project is completed, as determined by the Citywide Façade Improvement Program manager or designee.

SECTION 3: AUDITS; MISUSE OF FUNDS

City reserves the right to designate its own employee representative(s) or its contracted representative(s) with a Certified Public Accounting firm who shall have the right to audit Grantee's accounting procedures and internal controls of Grantee's financial systems as they relate to the Grant Funds and to examine any cost, revenue, payment, claim, other records or supporting documentation resulting from any items set forth in this Agreement. Any such audit(s) shall be undertaken by City or its representative(s) at mutually agreed upon reasonable times and in conformance with generally accepted auditing standards. Grantee agrees to fully cooperate with any such audit(s).

If the Grantee, or Grantee's designated contractor should utilize the funds for anything other than as stated in the Application, the City may thereupon recover the entire

amount of the Grant Funds from Grantee and/or the subsequent operator of the Property, together with reasonable attorney fees and costs incurred in enforcing this provision. This provision shall **not** apply where the proposed changes are first reviewed and approved by the City. Approval shall not be unreasonably withheld to the extent the proposed changes are authorized in the Updated Program Guidelines.

SECTION 4: REMEDIES FOR BREACH

In the event the Grantee or any subsequent operator breaches Section 3 of this Agreement, in addition to all legal and equitable remedies available to the City, the City may thereupon deny any request(s) for reimbursement and/or recover the entire amount of the Grant Funds from the Grantee and/or the subsequent operator of the Property, together with reasonable attorney fees and costs incurred in enforcing this provision.

SECTION 5: INSURANCE AND INDEMNIFICATION.

5.1 INDEMNIFICATION

To the maximum extent permitted by law, the Grantee hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of the Grantee's performance or work hereunder (including any of its officers, agents, employees, contractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, or any loss of business in connection with construction over the course of completion of the Project and damage to City property, or any construction defect that may arise from City-provided design services or the Project's compliance with City-recommended designs, or any other liability that may arise from work performed on the Project pursuant to the contract between Grantee and its contractor, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. The Grantee's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Grantee or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

Indemnitees do not and shall not waive any rights that they may possess against the Grantee because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.

The Grantee, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.

5.2 INSURANCE.

A. Without limiting Grantee's obligations to City under Section 5.1, and prior to commencement of any construction toward the Project, Grantee shall obtain, provide and maintain at its own expense during the term of this Agreement (at times extending beyond the term), policies of insurance of the types and amounts described below and in a form satisfactory to City.

(i) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). Grantee shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form ISO CGL CG 00 01 or equivalent, in an amount not less than $2,000,000 per occurrence, $4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(ii) Worker's Compensation Insurance. Grantee shall maintain 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 Grantee 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 Grantee in the course of carrying out the work contemplated in this Agreement.

(iii) Automotive Insurance. Grantee shall maintain ISO Form Number CA 00 01 covering any auto (Code 1), or if the Grantee has no owned autos, covering hired (Code 8), and non-owned autos (Code 9), with limit no less than $1,000,000 combined single limit for each accident for bodily injury and property damage.

(iv) Flood Insurance. If the Property is located in a FEMA designated high-risk area (zones A or V), Grantee shall maintain flood insurance in an amount not less than the total cost of the improvements specified in the Scope of Work.

(v) Builder's Risk Insurance. Grantee 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. The City shall be included as a "loss payee" in the amount of the Grant Funds.

If the Grant Funds is less than $50,000, then at the option of City, an Installation Floater may be acceptable in lieu of Builder's Risk Insurance. For Contract Sum exceeding $50,000, an Installation Floater may still be considered in place of Builder's Risk based on the project scope, subject to approval by the City's Risk Manager. 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.

B. 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 the insured's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended, cancelled or non-renewed 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 Grantee shall, prior to the cancellation date, submit new evidence of insurance in conformance with this section to the Contract Officer. No work or services under this Agreement shall commence until the Grantee has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

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

SECTION 6: ADDITIONAL WORK

Nothing contained in this Agreement is intended to limit, restrict, or prohibit the Grantee from undertaking additional work in or about the subject premises, which is

unrelated to the approved improvements provided for in this Agreement; provided, however, that City approves such work in advance.

SECTION 7: TERM AND TERMINATION

7.1 TERM

This Agreement shall be binding upon the City and upon the Grantee and Grantee's successor(s) to the Property for a period of (2) two years after the Effective Date. It shall be the responsibility of the Grantee to inform subsequent owner(s)/lessee(s) of the Property of the provisions of this Agreement.

7.2 TERMINATION

The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Grantee, except that where termination is due to the fault of Grantee, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, Grantee 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) Grantee 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. Without limiting the generality of the foregoing, City may terminate this Agreement for cause where Grantee fails to cooperate or respond to communications from the City. In any such event, City may issue a 14-day notice requesting confirmation of continued participation in the Program and if Grantee does not respond within that period, the City may issue a termination letter which will serve as notice of termination of this Agreement. Immediately following termination of this Agreement for any reason, City and Owner must notify Owner's contractor in writing of such termination.

SECTION 8: DESIGNS

Notwithstanding any provision of this Agreement, Grantee is responsible for obtaining applicable design review approvals, obtaining all required permits, and complying with all applicable laws and Updated Program Guidelines. As part of the Program, City has offered Grantee complimentary design guidance services for the Project ("Design Guidance Services") and, unless Grantee indicates by checking the box below, Grantee agrees to utilize City's Design Guidance Services for the Project. Grantee utilizing the Program's complimentary design guidance are also subject to requirements of this section.

☐

By checking the box above, Grantee acknowledges that City has offered Grantee complimentary Design Guidance Services but Grantee has declined such services and

instead, is electing to obtain its own licensed architect to prepare designs for the Project. In so doing, Grantee understands and agrees that all designs prepared by Grantee's architect must comply with City's recommended designs for the Project.

SECTION 9: MISCELLANEOUS PROVISIONS

9.1 RECITALS.

All recitals in this Agreement are hereby incorporated into this Agreement as if set forth fully herein.

9.2 COVENANT AGAINST DISCRIMINATION.

Grantee covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that in the performance of this Agreement, there shall be no discrimination against or segregation of any person or group of persons on account of race, religious creed, color, gender, national origin, ancestry, physical disability, mental disability, medical condition, pregnancy, marital status, age, sexual orientation, or any other basis pertaining to a protected characteristic under applicable federal, state, or local law.

9.3 CONFLICTS OF INTEREST.

Grantee, its agents and employees shall comply with applicable federal, state, and local laws and regulations governing conflict of interest. Grantee covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that may be affected by its obligations to perform under this Agreement, or that would conflict in any manner with its obligations hereunder. Grantee further covenants that, in performing this Agreement, no person having any such interest shall be employed by it. Furthermore, Grantee shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this agreement. Grantee agrees not to accept any employment or representation during the term of this Agreement that is or may likely make Grantee "financially interested" (as provided in California Government Code Sections 1090 and 87100) in any decision made by City on any manner in connection with which Grantee has been retained pursuant to this Agreement.

9.4 WARRANTY AND REPRESENTATION OF NON-COLLUSION.

City hereby warrants and represents that no official, officer, agent or employee of the City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, agent or employee of the 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 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 interest found to be "remote" or "non interest" pursuant to California Government Code Sections 1091 and 1091.5.

Grantee hereby 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, agent or employee, as a result or consequence of obtaining or being awarded any agreement. Grantee is aware of and understands that any such act(s), omission(s), or other conduct resulting in the payment of money, consideration, or other thing of value will render this Agreement void and of no force and effect.

Grantee Representative Initials _____

9.5 PROHIBITED AND PERMITTED USE OF FUNDS.

Grantee acknowledges and understands that it is prohibited from using the Grant Funds for any purpose that is not permitted under the Updated Program Guidelines. Grantee agrees to use Grant Funds only for the purpose stated in Grantee's application and for the purpose of completion of the Project.

9.6 FALSE STATEMENTS.

Grantee understands that making false statements or claims in connection with this Agreement is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

9.7 NOTICES.

All notices, demands, invoices, and communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

To City:
City of Carson
701 East Carson Street
Carson, CA 90745
Attn: James Nguyen, Special Projects Manager
Email: jnguyen@carsonca.gov

To Grantee:
Mena Farag
2615 E Carson Street
Carson, CA 90810
Email: Faragmena142@gmail.com
Phone: 714-417-2458

9.8 SEVERABILITY.

Any provision of this Agreement that is found invalid or unenforceable shall be

deemed severed and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.

9.9 CORPORATE AUTHORITY.

The persons executing this Agreement on behalf of the Parties warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this 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.

9.10 GRANTEE REPRESENTATIVE AND CITY'S CONTRACT OFFICER.

The following principal(s) and/or representative(s) of Grantee is/are hereby designated as the person(s) authorized to act on Grantee's behalf with respect to this Agreement and to make all decisions in connection herewith:

Moon Hyang Kim, Owner

James Nguyen, Special Projects Manager, or such person as may be designated by the City Manager, is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and Project specified herein and to make all decisions in connection therewith ("Contract Officer").

9.11 WAIVER.

The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

9.12 GOVERNING LAW AND VENUE.

This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.

9.13 INTERPRETATION.

Grantee acknowledges that it has had ample opportunity seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.

9.14 TIME OF ESSENCE.

Time is of the essence of this Agreement.

9.15 THIRD PARTIES.

Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."

9.16 NON-LIABILITY OF OFFICIALS AND EMPLOYEES OF THE CITY.

No official or employee of the City shall be personally liable for any default or liability under this Agreement.

9.17 COUNTERPARTS AND SIGNATURES.

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, will be deemed to constitute one and the same agreement. The facsimile, email or other electronically delivered signatures of the Parties shall be deemed to constitute original signatures.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written.

CITY:

CITY OF CARSON, a California charter city

_____
David C. Roberts, Jr., City Manager

ATTEST:

_____
Dr. Khaleah R. Bradshaw, City Clerk

APPROVED AS TO FORM:
Aleshire & Wynder, LLP

_____
Sunny K. Soltani, City Attorney

GRANTEE:

_____

_____
Name:

_____
Title:

_____
Name:

_____
Title:

***Two corporate officer signatures required when Grantee 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.**

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.

On _____, 2026 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.

On _____, 2026 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 WORK

Commercial Façade Improvement Program

Name: Moon Hyang Kim	Tel. No.: 310-830-7600 #1306
Address: 2615 E Carson St.	Date: 05/05/2026

All work is to be done per City of Carson building, planning, and public works codes after submission of all applicable contractor's licenses to the City's Contract Officer. In order to establish standards of quality, the detailed specifications may refer to a certain product by name and/or from a major manufacturer. This procedure is not to be construed as eliminating from competition of other product of equal or better quality by other manufacturers. The Grantee shall furnish a list of proposed desired substitutions prior to signing of the contract. All items listed on work write-up, unless otherwise specified, shall include all finish work, including all trim hardware, patching, and finish painting and/or staining. All overhead and profit should be included in each line item. Use of lead-based paint is prohibited. Removal or work on asbestos and lead containing materials is subject to applicable federal, state, and local regulations.

Any questions regarding this project, the plans, and specifications should be submitted to Miguel Rameriz at mramirez@carsonca.gov.

WORK DESCRIPTION AND STANDARD SPECIFICATIONS

Attached images are from the Bid Proposal Form
Case# CRP-2506
Dated: October 27, 2025.
File Name: DAN P2 Pages, 28 - 32

CITY OF CARSON
Commercial Rehabilitation Program

WORK DESCRIPTION AND BID PROPOSAL FORM

Name:	City of Carson	Case No.:	CRP-2506
Address:	2615 E. Carson Street	Tel. No.:	(310) 830-7600 #1306
City:	Carson, CA 90810	Date:	October 27, 2025

All work is to be done per City of Carson building, planning, and public works codes. In order to establish standards of quality, the detailed specifications may refer to a certain product by name and/or from a major manufacturer. This procedure is not to be construed as eliminating from competition of other product of equal or better quality by other manufacturers. The contractor shall furnish a list of proposed desired substitutions with bid proposal. All items listed on work write-up, unless otherwise specified, shall include all finish work, including all trim hardware, patching, and finish painting and/or staining to the immediate area. All overhead and profit should be included in each line item. Use of lead-based paint is prohibited. Removal or work on lead and asbestos containing materials is subject to applicable federal, state and local regulations.

Any questions regarding this project, the plans, and specifications should be made to Miguel Ramirez at (310) 830-7600 #1306.

WORK DESCRIPTION AND STANDARD SPECIFICATIONS	ESTIMATE
ITEM DESCRIPTION:	**ESTIMATE:**

1. Demolition: $ 9000

- Remove existing pole, chain link trash enclosure, cloth awning, wall mounted sign, address identifiers, light fixtures, alarm box, and electrical with conduit as required.
- Remove any items necessary to complete the improvements as shown on the attached conceptual drawings.

NOTE: Contractor shall be responsible for hauling away all material debris and leaving the site in a broom clean condition on a DAILY basis. Contractor shall provide full pedestrian protection during remodeling in accordance with City of Carson code requirements and shall ensure business is in operation during business hours.

Contractor shall also protect the existing roof, roof scuppers, utility meters, parking lot, and all areas not to be rehabilitated.

Owner to be responsible for the temporary removal of any items within 5 feet of area to be rehabilitated. Owner shall contact their alarm company for temporary disconnection and reconnection of alarm system at owner's expense.

2. Electrical: $ 5000

Contractor shall install new electrical junction boxes to accommodate a new sign. Electrical shall include new concealed conduit, wiring, breaker, separate light switch, light circuit with timer, and sub-panel (if needed). All work to be in accordance with Local Building Code.

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3. **Architectural Foam:** $ 7000
Install new decorative 8" foam trim molding with stucco finish by VEFO Products or approved equal at the front of the property as indicated on attached conceptual drawings. Contractor shall prime and paint the newly installed foam with exterior grade paint. Foam to be attached to the building in strict accordance with the manufacturers' specifications.

4. **Metal Wall Cap:** $ 7000
Contractor shall install a new sheet metal wall cap on the front of the existing parapet wall. Contractor shall prime and paint the newly installed wall caps with exterior grade paint. Wall cap to be painted with a minimum of two coats of paint or until an even finish is achieved.

5. **Metal Awning:** $ 10900
Contractor shall install a new metal awning with standing seam metal roof and aluminum framing over existing overhang at the front of the property. New metal awning design, color, configuration, and location to be in accordance with the attached conceptual drawings.

NOTE: Contractor shall submit and pay for any construction/engineer drawings as indicated by the Building Department. Installation to be in strict accordance with the manufacturer.

6. **Exterior Paint:** $ 12900
Prepare the bollards, accent trim, foam molding, wall cap, security bars/doors, wall, and any other surface that require paint on the exterior of the building to receive new fresh paint. Pull all nails and tacks; fill all holes and cracks; scrape smooth all rough or paint curled surfaces; and apply primer to all bare or exposed wood or metal. Paint all areas with appropriate exterior grade paint minimum 2 coats or until an even finish is achieved in accordance with the attached conceptual drawings. Final colors to be approved by the Planning Department prior to application.

Foam	Sherwin-Williams SW 6279 Black Swan
Walls	Sherwin-Williams SW 6001 Grayish

NOTE: As part of this line-item contractor shall replace any damaged vents on the front of the property to be rehabilitated. Contractor shall also pressure wash existing walkways upon application of paint.

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7. **Trash Enclosure:** $ 15000
Contractor shall construct a new steel trash enclosure fence with gate to accommodate two trash bins (15'-6" L x 6'-0" D x 6'-0" H). New trash enclosure shall include a new steel frame, corrugated metal siding, and self-closing gate with locking mechanism. Trash enclosure fence to be primed and painted dark bronze. Contractor to verify with the Planning and Building Department as to the restrictions of height and materials of fence to be installed. All work to be in accordance with Local Building Code.

NOTE: Contractor shall install three (3) new bollards at the front of enclosure.

8. **Address Identifiers:** $ 2000
Contractor shall install new non-lit channel letter numerical identifiers "2615" at the front of building. Identifiers shall be in a font and color that complement the new building colors (8 inches in height). Color and font to be approved by the owner and submitted to the Planning Department for final approval.

9. **Business Sign:** $ 10700
Contractor shall install a new layered sign indicating "Rob's Liquor". New layered sign shall be a LED back lit lighted sign. Contractor to submit construction and design drawings to the Building and Planning Department for approval prior to installation. Owner to approve lettering prior to fabrication. All work to be in accordance with Local Building Code.

CITY FEES:

10. **Insurance and Mobilization:** $ 5000
Contractor shall obtain all necessary insurances in accordance with City regulations and shall add the City of Carson as an additional insured. Bid price to include any related storage fees and mobilization of materials and equipment/tools.

11. **Building Permits with Associated Fees and City Business License:** $ 2000
Obtain and pay for Carson building permits, business license, and inspections.

NOTE:

All work shall include the protection of buildings as well as maintaining the premises clean at all times. All debris resulting from any work conducted in connection with this contract shall be the property of the contractor, who is responsible for its timely removal and lawful disposal. Work site shall be maintained in a clean and orderly manner, and upon completion, property shall be left in a "broom clean" condition.

PROJECT TOTAL: $ 86500

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NOTE: I HAVE REVIEWED THE ABOVE WORK DESCRIPTION AND SPECIFICATIONS AND UNDERSTAND THAT ANY CHANGES OR ADDITIONS MUST HAVE PRIOR APPROVAL BY THE CITY OF CARSON TO BE ELIGIBLE FOR FUNDING. I ALSO UNDERSTAND THAT THE TOTAL COST OF REPAIRS CANNOT EXCEED THE AMOUNT AWARDED BY THE CITY, THEREFORE ALL ITEMS INCLUDED ON THE ABOVE LIST MAY NOT BE COMPLETED UNDER THIS PROGRAM.

Owner Signature:	Date:

The undersigned, having become thoroughly familiar with the terms and conditions of the proposed Contract Documents and with local conditions affecting the performance and costs of the work at the place where the work is to be completed, and having fully inspected the site in all particulars, hereby proposed and agree to fully perform the work within the time stated and in strict accordance with the proposed Contract Document including furnishing of any and all labor, materials, services necessary equipment and to do all work required to construct, and complete said work in accordance with the Contract Documents for the sum of money as indicated on the Work Description and Bid Proposal Form and summarized as follows:

Eighty six thousand five hundred Dollars, ($ 86500)
Price In Words *Price In Numbers*

If awarded the contract, the bidder agrees to present the following documents to the City of Carson prior to the issuance of the Notice to Proceed: Valid certificates covering Auto, Liability, and Worker's Compensation insurance including the City of Carson as additionally insured.

It is further agreed that if awarded this contract, no advances or down payments will be issued to contractor and 10% of all requested payouts would be retained until the project is completed to the approval of the owner and all approving agents. Completion of this project will require 60 calendar days.

Contractor: Dan Contractor	Lic. No. & Class.: 818083B
Signature:	Phone No.: 562 8246129
Address: 328 N Catalina Ca 92869	

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New 8" building address numbers, typ. at each suite.

Rob's Liquor sign layered with led back lighting.

New foam cornice cap. Painted SW 6279 Black Swan.

Existing stucco. Painted SW 6001 Grayish.

New awning with standing seam metal roof, o/ metal frame.

Paint existing bollards.

Proposed Storefront Facade

Remove existing box sign.

Remove existing awning.

Existing Storefront Facade

General Notes:

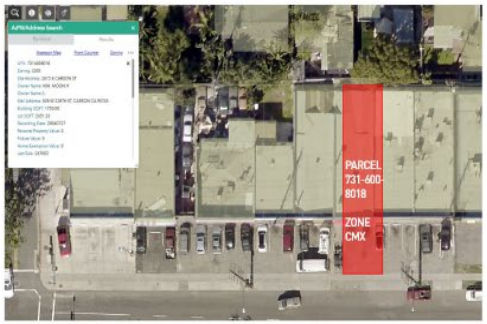
1. Existing building at 2615 East Carson St.
2. Gross building area is approx. 1,744 sf, 16'-0" high. GC to field verify.
3. Paint existing & new bollards bright yellow.
4. Replace (E) box sign with layered, LED back lit sign.
5. Sign vendor to finalize sign designs. Sign shown in renderings is considered a place holder for final professional sign design, from sign vendor.
6. Trash enclosure: Trash Enclosure Approx. 15'-6" L x 6' D x 6' H
7. Repair rust on all existing security bars (stationary and sliding) and paint dark bronze.

NOTE: Trash enclosure is on Rob's Liquor Property. City cannot force Rob's to extend to 2 trash bins unless there is an easement.

(3) new bollards, painted yellow.

New 6' high metal trash enclosure fence and gate. Corrugated metal panels - color dark bronze. To accommodate 1 trash & 1 recycle bin, or 2 trash bins if there is an easement. Cane bolt and padlock 10'-6" gates.

New Trash Enclosure



Parcel Map

Disclaimer:
This is not a construction document or building permit. This is a conceptual design & rendering only.

CITY OF CARSON STOREFRONT IMPROVEMENT PROGRAM

BLOCK 1B - Parcel 731-600-8018
Rob's Liquor
2615 East Carson Street - Carson, CA

DESIGN CONCEPT
August 8, 2025

Mour Group Engineering + Design
6593 RIVERDALE STREET
SAN DIEGO, CA 92120
TEL: 619.727.4800

NOTE:

Grantee must obtain and pay for City of Carson building permits, business license, and inspections.

All work shall include the protection of building as well as maintaining the premises clean at all times.

All debris resulting from any work conducted in connection with this contract shall be the property of the Grantee, who is responsible for its timely removal and lawful disposal. Work site shall be maintained in a clean and orderly manner, and upon completion, property shall be left in a "broom clean" condition.

EXHIBIT "B"
SAMPLE CONTRACTOR AGREEMENT

EXHIBIT "C"
SCHEDULE OF PERFORMANCE

PERMITS: Before commencement of any Project work, Grantee and its contractor shall obtain any and all permits and approvals which may be required by the City or any other governmental agency with jurisdiction. Execution of this Agreement by City shall not be construed as any commitment by City to issue any permits and Grantee and its contractor must obtain all permits pursuant to the City's standard process and requirements.

COMMENCEMENT OF PROJECT WORK: Grantee agrees that the Project work shall not commence until all permits are issued and City has issued a Notice to Proceed and delivered same to Grantee ("Notice to Proceed").

In lieu of disbursement of grant monies to Grantee, the Parties agree that City will disburse to Grantee's contractor an amount not to exceed $86,500 ("Grant Funds") for satisfactory completion of the Project upon submission by Grantee's contractor of the documentation required in Section 2 of Grantee's contract with its contractor (Exhibit B).

CONSTRUCTION SCHEDULE: The Project work shall commence not later than ten (10) days after the City issues the Notice to Proceed to Grantee and its contractor, and shall be completed within ninety (90) days thereafter except as stated otherwise or as mutually agreed in writing by Grantee and City. The Project work shall be deemed complete upon written notification specifying that the Project work has been completed issued by the Citywide Façade Improvement Program manager or designee and delivered to Grantee.

The City shall make reasonable efforts to coordinate construction activities with Grantee to minimize disruption to the operation of the business to the maximum extent practicable.

At the City's sole discretion, the schedule may be modified subject to the approval of the City's Program Manager or his/her designee.

EXHIBIT "D"

APPROVED CONSTRUCTION DOCUMENTS

[TO BE INSERTED SEPARATELY]

EXHIBIT "E"

COVENANT FOR COMPLETION AND MAINTENANCE

FAÇADE IMPROVEMENT PROGRAM GRANT AGREEMENT

[ECONOMIC DEVELOPMENT BENEFIT AGREEMENT FOR EAST CARSON CORRIDOR]

This Façade Improvement Program Grant Agreement ("Agreement") is entered into effective _____, 2026 ("Effective Date"), by and between the CITY OF CARSON, a charter city and municipal corporation (the "City"), on the one hand, and Fermin Villegas ("Grantee"), owner of property located at 2617 – 2619 E Carson St., Carson, California ("Property"), on the other hand. The parties hereto are collectively referred to as the "Parties."

RECITALS

WHEREAS, on June 21, 2022, the City passed Resolution No. 22-131 which established a Citywide Commercial Facade Improvement Program (the "Program") pursuant to the adopted Carson Façade Improvement Program Guidelines ("Program Guidelines") for the public purpose of encouraging the improvement, stimulation and revitalization of the exterior facades of existing commercial buildings in various commercial corridors such as along Avalon Boulevard, Main Street, Sepulveda Boulevard, Carson Street, and Figueroa Street.

WHEREAS, the Program is administered by the City and funded by City's General Fund pursuant to an authorized allocation made by the City Council during the City's budget adoption process.

WHEREAS, on _____, 2026, the City Council approved changes to the Program by adopting a modified version of the Program Guidelines ("Updated Program Guidelines") which now contains a no match requirement for certain businesses located on the north side of Carson Street between Harbor View Avenue and Santa Fe Avenue.

WHEREAS, on November 6, 2018, City's voters approved a new Charter for the City which included a comprehensive set of economic development incentives and programs to promote the development of the City of Carson given the unique environmental constraints, to create jobs and to preserve the sound fiscal basis of City. City has determined that under the Charter, City has broad economic development powers to enact measures, to enter into agreements, and to loan, grant, fund, or finance projects which will provide public benefit and protect the public health, safety and welfare of the community, which programs may be carried out singly or in combination in a manner to promote the economic development objectives set forth in Section 206 of the Charter, which specifically allows for the use of "Tax and Assistance Agreements" for sales taxes, transient occupancy taxes, utility taxes or other taxes to be shared with the generator, and rebates or waivers of franchise fees, business license fees, development impact fees, or other revenue sources, or any other economic development subsidy, after a public hearing

identifying the amount and terms of such assistance and the justification for such assistance.

WHEREAS, on March 19, 2024, the City Council adopted Ordinance No. 24-2404 in furtherance of Section 206 of the Charter, specifically authorizing the City to pursue economic development activities by entering into agreements for provision of loans or grants to certain commercial property owners.

WHEREAS, the incentives provided in this Agreement are intended by the City to be consistent with and promote the purposes of Section 206 of the Charter, Ordinance No. 24-2404 and the Updated Program Guidelines by City providing a grant to Grantee for the purpose of, without limitation, stimulating commercial development within the City, increasing jobs, decreasing blight, and increasing tax revenue to the City. This Agreement has been approved by the City Council following all legally required notices and public hearings.

WHEREAS, the Property is a commercial business located within the geographical limits contemplated under the Updated Program Guidelines and is eligible for participation in the Program.

WHEREAS, under the Updated Program Guidelines, the City is authorized to provide grants to commercial businesses with no match requirements from eligible applicants.

WHEREAS, Section 206 of the Carson Charter is consistent with Government Code Section 53083 which authorizes local agencies to provide economic development subsidies in the amount $100,000 or more where the local agency provides written notice through its website concerning the economic development subsidy and the information required under subsection (a) therein.

WHEREAS, in those instances where the Grant Funds equal $100,000 or more, the City has complied with all requirements of Government Code Section 53083.

WHEREAS, this Agreement has been reviewed by City with respect to applicability of the California Environmental Quality Act **(**"CEQA"**)**, the State CEQA Guidelines (California Code of Regulations, Title 14, §§ 15000 *et seq*., hereafter the "CEQA Guidelines"), and any applicable local CEQA policies and procedures and City has determined that this Agreement is not a "project" for purposes of CEQA, as that term is defined by CEQA Guidelines section 15378, because City has determined, in its discretion and based on substantial evidence, that this Agreement presents no potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment, or alternatively, even if it did constitute a project, it would be exempt pursuant to Section 15301 of the CEQA Guidelines (Class 1 exemption for minor alteration of existing public or private structures involving negligible or no expansion of existing use).

WHEREAS, in accordance with the City's Charter powers and Ordinance No. 24-2404, the City Council wishes to enter into this Agreement with Grantee to provide a grant in order to further the objectives of the Program, it being understood that Section 206 of the Charter allows the City to pursue economic development to the maximum degree permitted by the California Constitution.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and conditions contained herein, and upon acknowledgement of each of the Parties of the receipt of valuable consideration, it is agreed as follows:

AGREEMENT

SECTION 1: GRANT FUNDING; PAYMENT; PUBLIC BENEFITS

In lieu of disbursement of grant monies to Grantee, the Parties agree that City will disburse to Grantee's contractor an amount not to exceed $85,800 ("Grant Funds") for satisfactory completion of the Project upon submission by Grantee's contractor of the documentation required in Section 2 of Grantee's contract with its contractor (Exhibit B).

Under the Updated Program Guidelines, City funds are eligible for uses including but not limited to: installation of new or repair or replacement of exterior signs; installation of new or repair or replacement of awnings, canopies, or sunshades; painting or replace or repair exterior surface treatment; asphalt paving, replacement or repair of tiles or decorative pavers; sidewalk or courtyard repaving; repair or replacement of masonry walls or footings; outdoor lighting: installation of new exterior lighting fixtures or repair or replacement of existing exterior lighting fixtures; installation, repair or replacement of decorative or security fencing; replacement of plate glass windows; re-glazing of windows or change of window mullions with the approval of application by the City.

The City Council finds that the Program, as implemented in part through completion of the Project, will without limitation, stimulate commercial development within the City, increase jobs, decrease blight, and increase tax revenue to the City ("Public Benefits"). As an additional Public Benefit, where feasible for Grantee when hiring contractors to perform work for the Project, Grantee shall use commercially reasonable, good faith efforts to hire contractors whose principal address is located within the City of Carson.

SECTION 2: WORK COMPLETION; PREVAILING WAGES

2.1 SCOPE OF WORK AND SCHEDULE OF PERFORMANCE

Grantee agrees that it shall utilize the Grant Funds to pay for those improvements

specified in the Scope of Work attached hereto and incorporated herein as Exhibit "A," which is at times referred to herein as the "Project," in accordance with Grantee's completed application ("Application") on file at City Hall. No changes or additions to the Scope of Work will be permitted without prior written approval of the City's Contract Officer, and any changes made without the requisite approval will not be eligible for funding and will be deemed a material breach of this Agreement. All work toward such Project will be performed and completed (i) by Grantee entering into a contract with its selected contractor where the contract is substantially similar to the sample contract provided in Exhibit "B"; (ii) within and in accordance with the Updated Project Guidelines; (iii) by a State licensed contractor within the time period(s) established in Exhibit "C," the "Schedule of Performance" unless otherwise authorized by the City; and (iv) in accordance with approved construction documents as detailed in Exhibit "D," with Exhibits B, C and D attached hereto and incorporated herein by this reference. Grantee agrees to allow the City or its agents access to buildings and the storefront improvements at the Property, when convenient for the Parties, for inspection of the Project work. Such inspections shall not replace any required permit inspections by the City's Building Inspectors. All work which is not in conformance with the approved plans, design drawings and specifications shall be immediately remedied by the Grantee at Grantee's sole expense and deficient or improper work shall be replaced and made to comply with the approved plans, design drawings and specifications and the terms of the Agreement.

2.2 PREVAILING WAGES

Certain or all portions of the Project may be subject to prevailing wages under the Labor Code. More specifically, if the amount of the Grant Funds exceeds $1,000 and is 2% or more of the total cost of the Project, the below provisions will apply.

Grantee acknowledges that the construction and construction-related activities for the Project are subject to the California Prevailing Wage Law, and Grantee is required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations ("DIR") under Section 1720, *et seq*., of the California Labor Code for all covered work performed on the Project. The applicable prevailing rates are on file with, and open to inspection at, the Community & Economic Development Department (Special Projects Division) and is referred to and made a part hereof. Due to the fact that Prevailing Wage Law applies to construction work performed for the Project, the Grantee's contractor(s) shall submit weekly certified payrolls of all workers employed on the construction of the Project to the City in a form acceptable to the City. Grantee acknowledges the possibility of wage increases during construction work performed for the Project and that Grantee and/or its contractor(s) shall be responsible for paying such increases. Grantee acknowledges that it is aware of and shall comply with, and that its contractor(s) shall be aware of and shall comply with, the following sections of the California Labor Code: (i) Section 1725.5 requiring that all contractors and subcontractors performing work on the Project be registered with, and pay an annual fee to, the DIR prior to and during the performance of any work towards the Project; (ii) Section 1775 prescribing penalties for failure to pay prevailing wage rates; (iii) Section 1776 requiring the making, keeping, and disclosing of

detailed certified payroll records and prescribing penalties for failure to do so; (iv) Section 1777.5 prescribing the terms and conditions for employing registered apprentices; (v) Section 1810 providing that eight hours of labor shall constitute a day's work; and (vi) Section 1813 prescribing penalties for violations of the provisions concerning eight-hour work days and forty-hour work weeks. If Grantee violates the foregoing or any other Prevailing Wage Laws, Grantee shall be solely liable for the cost thereof and shall indemnify and hold the City officers, employees and agents harmless from any liability or penalties therefor. This Project will be developed and budgeted for assuming the payment of prevailing wages as needed.

2.3 PROJECT FUNDING

Grant Funds shall only be used to pay for the improvements as stipulated under the Scope of Work (Exhibit A) and in the time and manner specified under the Schedule of Performance (Exhibit C). It is incumbent upon the Grantee to ensure that Project is carried out in accordance with the Project's approved scope and timeline. Any deviation in the Scope of Work and/or Schedule of Performance must be approved by the City in advance and in writing. Work performed outside the specification of the Scope of Work and/or outside the timeframe established under the Schedule of Performance are not eligible for Grant Funds.

2.4 COVENANT FOR COMPLETION AND MAINTENANCE

Concurrent with execution of this Agreement, Grantee shall execute a Covenant for Completion and Maintenance to be recorded with the Los Angeles County Recorder's Office, a copy of which covenant is attached hereto and incorporated herein by this reference as Exhibit "E," requiring Grantee or its successors and assigns, to complete the Project in accordance with the Schedule of Performance (Exhibit "C"). The covenant will also require Grantee and its successors and assigns to maintain the design and paint colors established for the Property under this Agreement for a period of at least five (5) years from the date the Project is completed, as determined by the Citywide Façade Improvement Program manager or designee.

SECTION 3: AUDITS; MISUSE OF FUNDS

City reserves the right to designate its own employee representative(s) or its contracted representative(s) with a Certified Public Accounting firm who shall have the right to audit Grantee's accounting procedures and internal controls of Grantee's financial systems as they relate to the Grant Funds and to examine any cost, revenue, payment, claim, other records or supporting documentation resulting from any items set forth in this Agreement. Any such audit(s) shall be undertaken by City or its representative(s) at mutually agreed upon reasonable times and in conformance with generally accepted auditing standards. Grantee agrees to fully cooperate with any such audit(s).

If the Grantee, or Grantee's designated contractor should utilize the funds for anything other than as stated in the Application, the City may thereupon recover the entire

amount of the Grant Funds from Grantee and/or the subsequent operator of the Property, together with reasonable attorney fees and costs incurred in enforcing this provision. This provision shall **not** apply where the proposed changes are first reviewed and approved by the City. Approval shall not be unreasonably withheld to the extent the proposed changes are authorized in the Updated Program Guidelines.

SECTION 4: REMEDIES FOR BREACH

In the event the Grantee or any subsequent operator breaches Section 3 of this Agreement, in addition to all legal and equitable remedies available to the City, the City may thereupon deny any request(s) for reimbursement and/or recover the entire amount of the Grant Funds from the Grantee and/or the subsequent operator of the Property, together with reasonable attorney fees and costs incurred in enforcing this provision.

SECTION 5: INSURANCE AND INDEMNIFICATION.

5.1 INDEMNIFICATION

To the maximum extent permitted by law, the Grantee hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of the Grantee's performance or work hereunder (including any of its officers, agents, employees, contractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, or any loss of business in connection with construction over the course of completion of the Project and damage to City property, or any construction defect that may arise from City-provided design services or the Project's compliance with City-recommended designs, or any other liability that may arise from work performed on the Project pursuant to the contract between Grantee and its contractor, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. The Grantee's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Grantee or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

Indemnitees do not and shall not waive any rights that they may possess against the Grantee because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.

The Grantee, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.

5.2 INSURANCE.

A. Without limiting Grantee's obligations to City under Section 5.1, and prior to commencement of any construction toward the Project, Grantee shall obtain, provide and maintain at its own expense during the term of this Agreement (at times extending beyond the term), policies of insurance of the types and amounts described below and in a form satisfactory to City.

(i) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). Grantee shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form ISO CGL CG 00 01 or equivalent, in an amount not less than $2,000,000 per occurrence, $4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(ii) Worker's Compensation Insurance. Grantee shall maintain 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 Grantee 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 Grantee in the course of carrying out the work contemplated in this Agreement.

(iii) Automotive Insurance. Grantee shall maintain ISO Form Number CA 00 01 covering any auto (Code 1), or if the Grantee has no owned autos, covering hired (Code 8), and non-owned autos (Code 9), with limit no less than $1,000,000 combined single limit for each accident for bodily injury and property damage.

(iv) Flood Insurance. If the Property is located in a FEMA designated high-risk area (zones A or V), Grantee shall maintain flood insurance in an amount not less than the total cost of the improvements specified in the Scope of Work.

(v) Builder's Risk Insurance. Grantee 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. The City shall be included as a "loss payee" in the amount of the Grant Funds.

If the Grant Funds is less than $50,000, then at the option of City, an Installation Floater may be acceptable in lieu of Builder's Risk Insurance. For Contract Sum exceeding $50,000, an Installation Floater may still be considered in place of Builder's Risk based on the project scope, subject to approval by the City's Risk Manager. 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.

B. 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 the insured's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended, cancelled or non-renewed 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 Grantee shall, prior to the cancellation date, submit new evidence of insurance in conformance with this section to the Contract Officer. No work or services under this Agreement shall commence until the Grantee has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

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

SECTION 6: ADDITIONAL WORK

Nothing contained in this Agreement is intended to limit, restrict, or prohibit the Grantee from undertaking additional work in or about the subject premises, which is

unrelated to the approved improvements provided for in this Agreement; provided, however, that City approves such work in advance.

SECTION 7: TERM AND TERMINATION

7.1 TERM

This Agreement shall be binding upon the City and upon the Grantee and Grantee's successor(s) to the Property for a period of (2) two years after the Effective Date. It shall be the responsibility of the Grantee to inform subsequent owner(s)/lessee(s) of the Property of the provisions of this Agreement.

7.2 TERMINATION

The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Grantee, except that where termination is due to the fault of Grantee, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, Grantee 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) Grantee 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. Without limiting the generality of the foregoing, City may terminate this Agreement for cause where Grantee fails to cooperate or respond to communications from the City. In any such event, City may issue a 14-day notice requesting confirmation of continued participation in the Program and if Grantee does not respond within that period, the City may issue a termination letter which will serve as notice of termination of this Agreement. Immediately following termination of this Agreement for any reason, City and Owner must notify Owner's contractor in writing of such termination.

SECTION 8: DESIGNS

Notwithstanding any provision of this Agreement, Grantee is responsible for obtaining applicable design review approvals, obtaining all required permits, and complying with all applicable laws and Updated Program Guidelines. As part of the Program, City has offered Grantee complimentary design guidance services for the Project ("Design Guidance Services") and, unless Grantee indicates by checking the box below, Grantee agrees to utilize City's Design Guidance Services for the Project. Grantee utilizing the Program's complimentary design guidance are also subject to requirements of this section.

☐

By checking the box above, Grantee acknowledges that City has offered Grantee complimentary Design Guidance Services but Grantee has declined such services and

instead, is electing to obtain its own licensed architect to prepare designs for the Project. In so doing, Grantee understands and agrees that all designs prepared by Grantee's architect must comply with City's recommended designs for the Project.

SECTION 9: MISCELLANEOUS PROVISIONS

9.1 RECITALS.

All recitals in this Agreement are hereby incorporated into this Agreement as if set forth fully herein.

9.2 COVENANT AGAINST DISCRIMINATION.

Grantee covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that in the performance of this Agreement, there shall be no discrimination against or segregation of any person or group of persons on account of race, religious creed, color, gender, national origin, ancestry, physical disability, mental disability, medical condition, pregnancy, marital status, age, sexual orientation, or any other basis pertaining to a protected characteristic under applicable federal, state, or local law.

9.3 CONFLICTS OF INTEREST.

Grantee, its agents and employees shall comply with applicable federal, state, and local laws and regulations governing conflict of interest. Grantee covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that may be affected by its obligations to perform under this Agreement, or that would conflict in any manner with its obligations hereunder. Grantee further covenants that, in performing this Agreement, no person having any such interest shall be employed by it. Furthermore, Grantee shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this agreement. Grantee agrees not to accept any employment or representation during the term of this Agreement that is or may likely make Grantee "financially interested" (as provided in California Government Code Sections 1090 and 87100) in any decision made by City on any manner in connection with which Grantee has been retained pursuant to this Agreement.

9.4 WARRANTY AND REPRESENTATION OF NON-COLLUSION.

City hereby warrants and represents that no official, officer, agent or employee of the City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, agent or employee of the 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 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 interest found to be "remote" or "non interest" pursuant to California Government Code Sections 1091 and 1091.5.

Grantee hereby 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, agent or employee, as a result or consequence of obtaining or being awarded any agreement. Grantee is aware of and understands that any such act(s), omission(s), or other conduct resulting in the payment of money, consideration, or other thing of value will render this Agreement void and of no force and effect.

Grantee Representative Initials _____

9.5 PROHIBITED AND PERMITTED USE OF FUNDS.

Grantee acknowledges and understands that it is prohibited from using the Grant Funds for any purpose that is not permitted under the Updated Program Guidelines. Grantee agrees to use Grant Funds only for the purpose stated in Grantee's application and for the purpose of completion of the Project.

9.6 FALSE STATEMENTS.

Grantee understands that making false statements or claims in connection with this Agreement is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

9.7 NOTICES.

All notices, demands, invoices, and communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

To City:
City of Carson
701 East Carson Street
Carson, CA 90745
Attn: James Nguyen, Special Projects Manager
Email: jnguyen@carsonca.gov

To Grantee:
Fermin Villegas
2617 - 2619 E Carson Street
Carson, CA 90810
Email: victorvillegas@yahoo.com
Phone: (562) 841 - 3039

9.8 SEVERABILITY.

Any provision of this Agreement that is found invalid or unenforceable shall be

deemed severed and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.

9.9 CORPORATE AUTHORITY.

The persons executing this Agreement on behalf of the Parties warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this 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.

9.10 GRANTEE REPRESENTATIVE AND CITY'S CONTRACT OFFICER.

The following principal(s) and/or representative(s) of Grantee is/are hereby designated as the person(s) authorized to act on Grantee's behalf with respect to this Agreement and to make all decisions in connection herewith:

Fermin Villegas, Owner

James Nguyen, Special Projects Manager, or such person as may be designated by the City Manager, is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and Project specified herein and to make all decisions in connection therewith ("Contract Officer").

9.11 WAIVER.

The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

9.12 GOVERNING LAW AND VENUE.

This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.

9.13 INTERPRETATION.

Grantee acknowledges that it has had ample opportunity seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.

9.14 TIME OF ESSENCE.

Time is of the essence of this Agreement.

9.15 THIRD PARTIES.

Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."

9.16 NON-LIABILITY OF OFFICIALS AND EMPLOYEES OF THE CITY.

No official or employee of the City shall be personally liable for any default or liability under this Agreement.

9.17 COUNTERPARTS AND SIGNATURES.

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, will be deemed to constitute one and the same agreement. The facsimile, email or other electronically delivered signatures of the Parties shall be deemed to constitute original signatures.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written.

CITY:

CITY OF CARSON, a California charter city

_____
David C. Roberts, Jr., City Manager

ATTEST:

_____
Dr. Khaleah R. Bradshaw, City Clerk

APPROVED AS TO FORM:
Aleshire & Wynder, LLP

_____
Sunny K. Soltani, City Attorney

GRANTEE:

_____

_____
Name:

_____
Title:

_____
Name:

_____
Title:

***Two corporate officer signatures required when Grantee 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.**

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.

On _____, 2026 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.

On _____, 2026 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 WORK

Commercial Façade Improvement Program

Name: Fermin Villegas	Tel. No.: 310-830-7600 #1306
Address: 2617 - 2619 E Carson St.	Date: 05/05/2026

All work is to be done per City of Carson building, planning, and public works codes after submission of all applicable contractor's licenses to the City's Contract Officer. In order to establish standards of quality, the detailed specifications may refer to a certain product by name and/or from a major manufacturer. This procedure is not to be construed as eliminating from competition of other product of equal or better quality by other manufacturers. The Grantee shall furnish a list of proposed desired substitutions prior to signing of the contract. All items listed on work write-up, unless otherwise specified, shall include all finish work, including all trim hardware, patching, and finish painting and/or staining. All overhead and profit should be included in each line item. Use of lead-based paint is prohibited. Removal or work on asbestos and lead containing materials is subject to applicable federal, state, and local regulations.

Any questions regarding this project, the plans, and specifications should be submitted to Miguel Rameriz at mramirez@carsonca.gov.

WORK DESCRIPTION AND STANDARD SPECIFICATIONS

Attached images are from the Bid Proposal Form
Case# CRP-2507
Dated: October 27, 2025.
File Name: DAN P2 Pages, 33 - 37

CITY OF CARSON
Commercial Rehabilitation Program

WORK DESCRIPTION AND BID PROPOSAL FORM

Name:	City of Carson	Case No.:	CRP-2507
Address:	2617-19 E. Carson Street	Tel. No.:	(310) 830-7600 #1306
City:	Carson, CA 90810	Date:	October 27, 2025

All work is to be done per City of Carson building, planning, and public works codes. In order to establish standards of quality, the detailed specifications may refer to a certain product by name and/or from a major manufacturer. This procedure is not to be construed as eliminating from competition of other product of equal or better quality by other manufacturers. The contractor shall furnish a list of proposed desired substitutions with bid proposal. All items listed on work write-up, unless otherwise specified, shall include all finish work, including all trim hardware, patching, and finish painting and/or staining to the immediate area. All overhead and profit should be included in each line item. Use of lead-based paint is prohibited. Removal or work on lead and asbestos containing materials is subject to applicable federal, state and local regulations.

Any questions regarding this project, the plans, and specifications should be made to Miguel Ramirez at (310) 830-7600 #1306.

WORK DESCRIPTION AND STANDARD SPECIFICATIONS	ESTIMATE
ITEM DESCRIPTION:	**ESTIMATE:**

1. Demolition: $ 9000

- Remove existing stone veneer, wall mounted signs, address identifiers, light fixtures, alarm box, and electrical with conduit as required.
- Remove any items necessary to complete the improvements as shown on the attached conceptual drawings.

NOTE: Contractor shall be responsible for hauling away all material debris and leaving the site in a broom clean condition on a DAILY basis. Contractor shall provide full pedestrian protection during remodeling in accordance with City of Carson code requirements and shall ensure business is in operation during business hours.

Contractor shall also protect the existing roof, roof scuppers, utility meters, parking lot, and all areas not to be rehabilitated.

Owner to be responsible for the temporary removal of any items within 5 feet of area to be rehabilitated. Owner shall contact their alarm company for temporary disconnection and reconnection of alarm system at owner's expense.

2. Electrical: $ 6000

Contractor shall install new electrical junction boxes to accommodate six (6) new gooseneck lights and three (3) sconce light fixtures. Electrical shall include new concealed conduit, wiring, breakers, separate light switches, light circuit with timers, and sub-panel (if needed). All work to be in accordance with Local Building Code.

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3. **Architectural Foam:** $ 7000
Install new decorative 8" foam trim molding with stucco finish by VEFO Products or approved equal at the front of the property as indicated on attached conceptual drawings. Contractor shall prime and paint the newly installed foam with exterior grade paint. Foam to be attached to the building in strict accordance with the manufacturers' specifications.

4. **Metal Wall Cap:** $ 6500
Contractor shall install a new sheet metal wall cap on the front of the existing parapet wall. Contractor shall prime and paint the newly installed wall caps with exterior grade paint. Wall cap to be painted with a minimum of two coats of paint or until an even finish is achieved.

5. **Brick Veneer:** $ 12300
Install new thin brick veneer to match ACME Hawthorn Royal thin brick, queen size, mix textured or approved equal with a full brushed mortar grout finish in the configuration, location, and manner as indicated on attached conceptual drawings. Installation and attachment shall be made in accordance with the manufacturer's specifications and Local Building Code.

NOTE: Contractor shall repair the existing sidewalk area where brick veneer has been replaced. A skim coat maybe required.

6. **Exterior Paint:** $ 13500
Prepare the bollards, accent trim, foam molding, wall cap, security bars/doors, wall, and any other surface that require paint on the exterior of the building to receive new fresh paint. Pull all nails and tacks; fill all holes and cracks; scrape smooth all rough or paint curled surfaces; and apply primer to all bare or exposed wood or metal. Paint all areas with appropriate exterior grade paint minimum 2 coats or until an even finish is achieved in accordance with the attached conceptual drawings. Final colors to be approved by the Planning Department prior to application.

Foam	Sherwin-Williams SW 6279 Black Swan
Walls	Sherwin-Williams SW 6001 Grayish
Columns	Sherwin-Williams SW 6005 Folk Stone

NOTE: As part of this line-item contractor shall replace any damaged vents on the front of the property to be rehabilitated. Contractor shall also pressure wash existing walkways upon application of paint.

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7. **Exterior Lighting:** $ 5500
Provide and install six (6) new bronze colored Gooseneck light fixture by Hi-Lite Mfg. H15620 or approved equal and three (3) new 15-watt LED Wall Packs by Lumecon BLS-FTW or approved equal. Light fixture locations to be approved by the Planning Department prior to installation. All lighting is required to be UL approved and in accordance with Local Building Code.

8. **Address Identifiers:** $ 3500
Contractor shall install new non-lit channel letter numerical identifiers "2617 and 2619" at the front of building. Identifiers shall be in a font and color that complement the new building colors (8 inches in height). Color and font to be approved by the owner and submitted to the Planning Department for final approval.

9. **Business Signs:** $ 15500
Contractor shall install a new laser cut layered sign indicating "Taqueria El Cabrito". New layered sign shall be front lit by the gooseneck lights. Contractor to submit construction and design drawings to the Building and Planning Department for approval prior to installation. Owner to approve lettering prior to fabrication. All work to be in accordance with Local Building Code.

CITY FEES:

10. **Insurance and Mobilization:** $ 5000
Contractor shall obtain all necessary insurances in accordance with City regulations and shall add the City of Carson as an additional insured. Bid price to include any related storage fees and mobilization of materials and equipment/tools.

11. **Building Permits with Associated Fees and City Business License:** $ 2000
Obtain and pay for Carson building permits, business license, and inspections.

NOTE:

All work shall include the protection of buildings as well as maintaining the premises clean at all times. All debris resulting from any work conducted in connection with this contract shall be the property of the contractor, who is responsible for its timely removal and lawful disposal. Work site shall be maintained in a clean and orderly manner, and upon completion, property shall be left in a "broom clean" condition.

PROJECT TOTAL: $ 85800

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NOTE: I HAVE REVIEWED THE ABOVE WORK DESCRIPTION AND SPECIFICATIONS AND UNDERSTAND THAT ANY CHANGES OR ADDITIONS MUST HAVE PRIOR APPROVAL BY THE CITY OF CARSON TO BE ELIGIBLE FOR FUNDING. I ALSO UNDERSTAND THAT THE TOTAL COST OF REPAIRS CANNOT EXCEED THE AMOUNT AWARDED BY THE CITY, THEREFORE ALL ITEMS INCLUDED ON THE ABOVE LIST MAY NOT BE COMPLETED UNDER THIS PROGRAM.

Owner Signature:	Date:

The undersigned, having become thoroughly familiar with the terms and conditions of the proposed Contract Documents and with local conditions affecting the performance and costs of the work at the place where the work is to be completed, and having fully inspected the site in all particulars, hereby proposed and agree to fully perform the work within the time stated and in strict accordance with the proposed Contract Document including furnishing of any and all labor, materials, services necessary equipment and to do all work required to construct, and complete said work in accordance with the Contract Documents for the sum of money as indicated on the Work Description and Bid Proposal Form and summarized as follows:

Eighty five thousand eight hundred Dollars, ($ 85800)
Price In Words *Price In Numbers*

If awarded the contract, the bidder agrees to present the following documents to the City of Carson prior to the issuance of the Notice to Proceed: Valid certificates covering Auto, Liability, and Worker's Compensation insurance including the City of Carson as additionally insured.

It is further agreed that if awarded this contract, no advances or down payments will be issued to contractor and 10% of all requested payouts would be retained until the project is completed to the approval of the owner and all approving agents. Completion of this project will require 60 calendar days.

Contractor:	Dan Contractor	Lic. No. & Class.:	818083B
Signature:		Phone No.:	562-824-6123
Address:	1328 N Catalina St Orange ca 92869		

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Proposed Storefront Facade

New foam cornice cap, 8". Painted SW 6279 Black Swan.

[3] New wall packs.

New front lit, laser cut and layered signs to cover same area from removed box signs, typ.

Existing stucco. Painted SW 6001 Grayish.

Repair or replace fascia and paint existing awning.

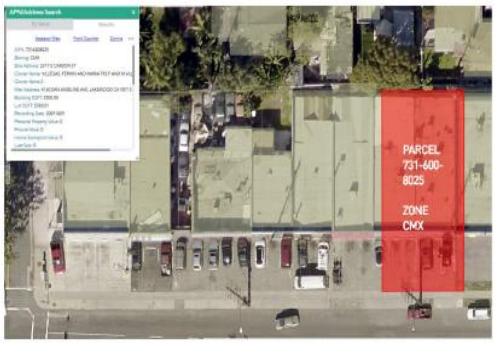
New 18in wainscot brick veneer: Thin brick veneer to match ACME Brick Hawthorn Royal Thin Brick, Queen Size, Mixed Texture.

Existing wall packs to be replaced.

General Notes:

1. Existing building at 2617 & 2619 East Carson St.
2. Gross building area is approx. 3,477 sf, 16'-0" high. GC to field verify.
3. Paint existing & new bollards bright yellow.
4. Replace (E) box sign with layered, LED back lit sign.
5. Sign vendor to finalize sign designs. Sign shown in renderings is considered a place holder for final professional sign design, from sign vendor.
6. Remove existing faux rock veneer at R.C. Dollar plus and Taqueria el Cabrito. Apply new water resistant building paper, lath, scratch coat, thin brick veneer or stucco.
7. Thin brick veneer to be installed per manufacturers installation guidelines.
8. Repair rust on all existing security bars (stationary and sliding) and paint dark bronze.
9. New thin brick wainscot is approximately 75 sf.
10. New stucco area is approximately 61 sf.

Existing Storefront Facade



Parcel Map

Disclaimer:
This is not a construction document or building permit. This is a conceptual design & rendering only.

CITY OF CARSON STOREFRONT IMPROVEMENT PROGRAM

BLOCK 1B - Parcel 731-600-8025
R.C. Dollar Plus & Taqueria el Cabrio
2617 & 2619 East Carson Street - Carson, CA

DESIGN CONCEPT
August 8, 2025

Mour Group Engineering + Design
6593 RIVERDALE STREET
SAN DIEGO, CA 92120
TEL: 619.727.4800

NOTE:

Grantee must obtain and pay for City of Carson building permits, business license, and inspections.

All work shall include the protection of building as well as maintaining the premises clean at all times.

All debris resulting from any work conducted in connection with this contract shall be the property of the Grantee, who is responsible for its timely removal and lawful disposal. Work site shall be maintained in a clean and orderly manner, and upon completion, property shall be left in a "broom clean" condition.

EXHIBIT "B"
SAMPLE CONTRACTOR AGREEMENT

EXHIBIT "C"
SCHEDULE OF PERFORMANCE

PERMITS: Before commencement of any Project work, Grantee and its contractor shall obtain any and all permits and approvals which may be required by the City or any other governmental agency with jurisdiction. Execution of this Agreement by City shall not be construed as any commitment by City to issue any permits and Grantee and its contractor must obtain all permits pursuant to the City's standard process and requirements.

COMMENCEMENT OF PROJECT WORK: Grantee agrees that the Project work shall not commence until all permits are issued and City has issued a Notice to Proceed and delivered same to Grantee ("Notice to Proceed").

In lieu of disbursement of grant monies to Grantee, the Parties agree that City will disburse to Grantee's contractor an amount not to exceed $85,800 ("Grant Funds") for satisfactory completion of the Project upon submission by Grantee's contractor of the documentation required in Section 2 of Grantee's contract with its contractor (Exhibit B).

CONSTRUCTION SCHEDULE: The Project work shall commence not later than ten (10) days after the City issues the Notice to Proceed to Grantee and its contractor, and shall be completed within ninety (90) days thereafter except as stated otherwise or as mutually agreed in writing by Grantee and City. The Project work shall be deemed complete upon written notification specifying that the Project work has been completed issued by the Citywide Façade Improvement Program manager or designee and delivered to Grantee.

The City shall make reasonable efforts to coordinate construction activities with Grantee to minimize disruption to the operation of the business to the maximum extent practicable.

At the City's sole discretion, the schedule may be modified subject to the approval of the City's Program Manager or his/her designee.

EXHIBIT "D"

APPROVED CONSTRUCTION DOCUMENTS

[TO BE INSERTED SEPARATELY]

EXHIBIT "E"

COVENANT FOR COMPLETION AND MAINTENANCE

FAÇADE IMPROVEMENT PROGRAM GRANT AGREEMENT

[ECONOMIC DEVELOPMENT BENEFIT AGREEMENT FOR EAST CARSON CORRIDOR]

This Façade Improvement Program Grant Agreement ("Agreement") is entered into effective _____, 2026 ("Effective Date"), by and between the CITY OF CARSON, a charter city and municipal corporation (the "City"), on the one hand, and Dr. Ade Osibamiro ("Grantee"), owner of property located at 2637 E Carson St., Carson, California ("Property"), on the other hand. The parties hereto are collectively referred to as the "Parties."

RECITALS

WHEREAS, on June 21, 2022, the City passed Resolution No. 22-131 which established a Citywide Commercial Facade Improvement Program (the "Program") pursuant to the adopted Carson Façade Improvement Program Guidelines ("Program Guidelines") for the public purpose of encouraging the improvement, stimulation and revitalization of the exterior facades of existing commercial buildings in various commercial corridors such as along Avalon Boulevard, Main Street, Sepulveda Boulevard, Carson Street, and Figueroa Street.

WHEREAS, the Program is administered by the City and funded by City's General Fund pursuant to an authorized allocation made by the City Council during the City's budget adoption process.

WHEREAS, on _____, 2026, the City Council approved changes to the Program by adopting a modified version of the Program Guidelines ("Updated Program Guidelines") which now contains a no match requirement for certain businesses located on the north side of Carson Street between Harbor View Avenue and Santa Fe Avenue.

WHEREAS, on November 6, 2018, City's voters approved a new Charter for the City which included a comprehensive set of economic development incentives and programs to promote the development of the City of Carson given the unique environmental constraints, to create jobs and to preserve the sound fiscal basis of City. City has determined that under the Charter, City has broad economic development powers to enact measures, to enter into agreements, and to loan, grant, fund, or finance projects which will provide public benefit and protect the public health, safety and welfare of the community, which programs may be carried out singly or in combination in a manner to promote the economic development objectives set forth in Section 206 of the Charter, which specifically allows for the use of "Tax and Assistance Agreements" for sales taxes, transient occupancy taxes, utility taxes or other taxes to be shared with the generator, and rebates or waivers of franchise fees, business license fees, development impact fees, or other revenue sources, or any other economic development subsidy, after a public hearing

identifying the amount and terms of such assistance and the justification for such assistance.

WHEREAS, on March 19, 2024, the City Council adopted Ordinance No. 24-2404 in furtherance of Section 206 of the Charter, specifically authorizing the City to pursue economic development activities by entering into agreements for provision of loans or grants to certain commercial property owners.

WHEREAS, the incentives provided in this Agreement are intended by the City to be consistent with and promote the purposes of Section 206 of the Charter, Ordinance No. 24-2404 and the Updated Program Guidelines by City providing a grant to Grantee for the purpose of, without limitation, stimulating commercial development within the City, increasing jobs, decreasing blight, and increasing tax revenue to the City. This Agreement has been approved by the City Council following all legally required notices and public hearings.

WHEREAS, the Property is a commercial business located within the geographical limits contemplated under the Updated Program Guidelines and is eligible for participation in the Program.

WHEREAS, under the Updated Program Guidelines, the City is authorized to provide grants to commercial businesses with no match requirements from eligible applicants.

WHEREAS, Section 206 of the Carson Charter is consistent with Government Code Section 53083 which authorizes local agencies to provide economic development subsidies in the amount $100,000 or more where the local agency provides written notice through its website concerning the economic development subsidy and the information required under subsection (a) therein.

WHEREAS, in those instances where the Grant Funds equal $100,000 or more, the City has complied with all requirements of Government Code Section 53083.

WHEREAS, this Agreement has been reviewed by City with respect to applicability of the California Environmental Quality Act **(**"CEQA"**)**, the State CEQA Guidelines (California Code of Regulations, Title 14, §§ 15000 *et seq*., hereafter the "CEQA Guidelines"), and any applicable local CEQA policies and procedures and City has determined that this Agreement is not a "project" for purposes of CEQA, as that term is defined by CEQA Guidelines section 15378, because City has determined, in its discretion and based on substantial evidence, that this Agreement presents no potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment, or alternatively, even if it did constitute a project, it would be exempt pursuant to Section 15301 of the CEQA Guidelines (Class 1 exemption for minor alteration of existing public or private structures involving negligible or no expansion of existing use).

WHEREAS, in accordance with the City's Charter powers and Ordinance No. 24-2404, the City Council wishes to enter into this Agreement with Grantee to provide a grant in order to further the objectives of the Program, it being understood that Section 206 of the Charter allows the City to pursue economic development to the maximum degree permitted by the California Constitution.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and conditions contained herein, and upon acknowledgement of each of the Parties of the receipt of valuable consideration, it is agreed as follows:

AGREEMENT

SECTION 1: GRANT FUNDING; PAYMENT; PUBLIC BENEFITS

In lieu of disbursement of grant monies to Grantee, the Parties agree that City will disburse to Grantee's contractor an amount not to exceed $81,200 ("Grant Funds") for satisfactory completion of the Project upon submission by Grantee's contractor of the documentation required in Section 2 of Grantee's contract with its contractor (Exhibit B).

Under the Updated Program Guidelines, City funds are eligible for uses including but not limited to: installation of new or repair or replacement of exterior signs; installation of new or repair or replacement of awnings, canopies, or sunshades; painting or replace or repair exterior surface treatment; asphalt paving, replacement or repair of tiles or decorative pavers; sidewalk or courtyard repaving; repair or replacement of masonry walls or footings; outdoor lighting: installation of new exterior lighting fixtures or repair or replacement of existing exterior lighting fixtures; installation, repair or replacement of decorative or security fencing; replacement of plate glass windows; re-glazing of windows or change of window mullions with the approval of application by the City.

The City Council finds that the Program, as implemented in part through completion of the Project, will without limitation, stimulate commercial development within the City, increase jobs, decrease blight, and increase tax revenue to the City ("Public Benefits"). As an additional Public Benefit, where feasible for Grantee when hiring contractors to perform work for the Project, Grantee shall use commercially reasonable, good faith efforts to hire contractors whose principal address is located within the City of Carson.

SECTION 2: WORK COMPLETION; PREVAILING WAGES

2.1 SCOPE OF WORK AND SCHEDULE OF PERFORMANCE

Grantee agrees that it shall utilize the Grant Funds to pay for those improvements

specified in the Scope of Work attached hereto and incorporated herein as Exhibit "A," which is at times referred to herein as the "Project," in accordance with Grantee's completed application ("Application") on file at City Hall. No changes or additions to the Scope of Work will be permitted without prior written approval of the City's Contract Officer, and any changes made without the requisite approval will not be eligible for funding and will be deemed a material breach of this Agreement. All work toward such Project will be performed and completed (i) by Grantee entering into a contract with its selected contractor where the contract is substantially similar to the sample contract provided in Exhibit "B"; (ii) within and in accordance with the Updated Project Guidelines; (iii) by a State licensed contractor within the time period(s) established in Exhibit "C," the "Schedule of Performance" unless otherwise authorized by the City; and (iv) in accordance with approved construction documents as detailed in Exhibit "D," with Exhibits B, C and D attached hereto and incorporated herein by this reference. Grantee agrees to allow the City or its agents access to buildings and the storefront improvements at the Property, when convenient for the Parties, for inspection of the Project work. Such inspections shall not replace any required permit inspections by the City's Building Inspectors. All work which is not in conformance with the approved plans, design drawings and specifications shall be immediately remedied by the Grantee at Grantee's sole expense and deficient or improper work shall be replaced and made to comply with the approved plans, design drawings and specifications and the terms of the Agreement.

2.2 PREVAILING WAGES

Certain or all portions of the Project may be subject to prevailing wages under the Labor Code. More specifically, if the amount of the Grant Funds exceeds $1,000 and is 2% or more of the total cost of the Project, the below provisions will apply.

Grantee acknowledges that the construction and construction-related activities for the Project are subject to the California Prevailing Wage Law, and Grantee is required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations ("DIR") under Section 1720, *et seq*., of the California Labor Code for all covered work performed on the Project. The applicable prevailing rates are on file with, and open to inspection at, the Community & Economic Development Department (Special Projects Division) and is referred to and made a part hereof. Due to the fact that Prevailing Wage Law applies to construction work performed for the Project, the Grantee's contractor(s) shall submit weekly certified payrolls of all workers employed on the construction of the Project to the City in a form acceptable to the City. Grantee acknowledges the possibility of wage increases during construction work performed for the Project and that Grantee and/or its contractor(s) shall be responsible for paying such increases. Grantee acknowledges that it is aware of and shall comply with, and that its contractor(s) shall be aware of and shall comply with, the following sections of the California Labor Code: (i) Section 1725.5 requiring that all contractors and subcontractors performing work on the Project be registered with, and pay an annual fee to, the DIR prior to and during the performance of any work towards the Project; (ii) Section 1775 prescribing penalties for failure to pay prevailing wage rates; (iii) Section 1776 requiring the making, keeping, and disclosing of

detailed certified payroll records and prescribing penalties for failure to do so; (iv) Section 1777.5 prescribing the terms and conditions for employing registered apprentices; (v) Section 1810 providing that eight hours of labor shall constitute a day's work; and (vi) Section 1813 prescribing penalties for violations of the provisions concerning eight-hour work days and forty-hour work weeks. If Grantee violates the foregoing or any other Prevailing Wage Laws, Grantee shall be solely liable for the cost thereof and shall indemnify and hold the City officers, employees and agents harmless from any liability or penalties therefor. This Project will be developed and budgeted for assuming the payment of prevailing wages as needed.

2.3 PROJECT FUNDING

Grant Funds shall only be used to pay for the improvements as stipulated under the Scope of Work (Exhibit A) and in the time and manner specified under the Schedule of Performance (Exhibit C). It is incumbent upon the Grantee to ensure that Project is carried out in accordance with the Project's approved scope and timeline. Any deviation in the Scope of Work and/or Schedule of Performance must be approved by the City in advance and in writing. Work performed outside the specification of the Scope of Work and/or outside the timeframe established under the Schedule of Performance are not eligible for Grant Funds.

2.4 COVENANT FOR COMPLETION AND MAINTENANCE

Concurrent with execution of this Agreement, Grantee shall execute a Covenant for Completion and Maintenance to be recorded with the Los Angeles County Recorder's Office, a copy of which covenant is attached hereto and incorporated herein by this reference as Exhibit "E," requiring Grantee or its successors and assigns, to complete the Project in accordance with the Schedule of Performance (Exhibit "C"). The covenant will also require Grantee and its successors and assigns to maintain the design and paint colors established for the Property under this Agreement for a period of at least five (5) years from the date the Project is completed, as determined by the Citywide Façade Improvement Program manager or designee.

SECTION 3: AUDITS; MISUSE OF FUNDS

City reserves the right to designate its own employee representative(s) or its contracted representative(s) with a Certified Public Accounting firm who shall have the right to audit Grantee's accounting procedures and internal controls of Grantee's financial systems as they relate to the Grant Funds and to examine any cost, revenue, payment, claim, other records or supporting documentation resulting from any items set forth in this Agreement. Any such audit(s) shall be undertaken by City or its representative(s) at mutually agreed upon reasonable times and in conformance with generally accepted auditing standards. Grantee agrees to fully cooperate with any such audit(s).

If the Grantee, or Grantee's designated contractor should utilize the funds for anything other than as stated in the Application, the City may thereupon recover the entire

amount of the Grant Funds from Grantee and/or the subsequent operator of the Property, together with reasonable attorney fees and costs incurred in enforcing this provision. This provision shall **not** apply where the proposed changes are first reviewed and approved by the City. Approval shall not be unreasonably withheld to the extent the proposed changes are authorized in the Updated Program Guidelines.

SECTION 4: REMEDIES FOR BREACH

In the event the Grantee or any subsequent operator breaches Section 3 of this Agreement, in addition to all legal and equitable remedies available to the City, the City may thereupon deny any request(s) for reimbursement and/or recover the entire amount of the Grant Funds from the Grantee and/or the subsequent operator of the Property, together with reasonable attorney fees and costs incurred in enforcing this provision.

SECTION 5: INSURANCE AND INDEMNIFICATION.

5.1 INDEMNIFICATION

To the maximum extent permitted by law, the Grantee hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of the Grantee's performance or work hereunder (including any of its officers, agents, employees, contractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, or any loss of business in connection with construction over the course of completion of the Project and damage to City property, or any construction defect that may arise from City-provided design services or the Project's compliance with City-recommended designs, or any other liability that may arise from work performed on the Project pursuant to the contract between Grantee and its contractor, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. The Grantee's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Grantee or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

Indemnitees do not and shall not waive any rights that they may possess against the Grantee because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.

The Grantee, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.

5.2 INSURANCE.

A. Without limiting Grantee's obligations to City under Section 5.1, and prior to commencement of any construction toward the Project, Grantee shall obtain, provide and maintain at its own expense during the term of this Agreement (at times extending beyond the term), policies of insurance of the types and amounts described below and in a form satisfactory to City.

(i) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). Grantee shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form ISO CGL CG 00 01 or equivalent, in an amount not less than $2,000,000 per occurrence, $4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(ii) Worker's Compensation Insurance. Grantee shall maintain 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 Grantee 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 Grantee in the course of carrying out the work contemplated in this Agreement.

(iii) Automotive Insurance. Grantee shall maintain ISO Form Number CA 00 01 covering any auto (Code 1), or if the Grantee has no owned autos, covering hired (Code 8), and non-owned autos (Code 9), with limit no less than $1,000,000 combined single limit for each accident for bodily injury and property damage.

(iv) Flood Insurance. If the Property is located in a FEMA designated high-risk area (zones A or V), Grantee shall maintain flood insurance in an amount not less than the total cost of the improvements specified in the Scope of Work.

(v) Builder's Risk Insurance. Grantee 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. The City shall be included as a "loss payee" in the amount of the Grant Funds.

If the Grant Funds is less than $50,000, then at the option of City, an Installation Floater may be acceptable in lieu of Builder's Risk Insurance. For Contract Sum exceeding $50,000, an Installation Floater may still be considered in place of Builder's Risk based on the project scope, subject to approval by the City's Risk Manager. 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.

B. 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 the insured's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended, cancelled or non-renewed 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 Grantee shall, prior to the cancellation date, submit new evidence of insurance in conformance with this section to the Contract Officer. No work or services under this Agreement shall commence until the Grantee has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

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

SECTION 6: ADDITIONAL WORK

Nothing contained in this Agreement is intended to limit, restrict, or prohibit the Grantee from undertaking additional work in or about the subject premises, which is

unrelated to the approved improvements provided for in this Agreement; provided, however, that City approves such work in advance.

SECTION 7: TERM AND TERMINATION

7.1 TERM

This Agreement shall be binding upon the City and upon the Grantee and Grantee's successor(s) to the Property for a period of (2) two years after the Effective Date. It shall be the responsibility of the Grantee to inform subsequent owner(s)/lessee(s) of the Property of the provisions of this Agreement.

7.2 TERMINATION

The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Grantee, except that where termination is due to the fault of Grantee, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, Grantee 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) Grantee 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. Without limiting the generality of the foregoing, City may terminate this Agreement for cause where Grantee fails to cooperate or respond to communications from the City. In any such event, City may issue a 14-day notice requesting confirmation of continued participation in the Program and if Grantee does not respond within that period, the City may issue a termination letter which will serve as notice of termination of this Agreement. Immediately following termination of this Agreement for any reason, City and Owner must notify Owner's contractor in writing of such termination.

SECTION 8: DESIGNS

Notwithstanding any provision of this Agreement, Grantee is responsible for obtaining applicable design review approvals, obtaining all required permits, and complying with all applicable laws and Updated Program Guidelines. As part of the Program, City has offered Grantee complimentary design guidance services for the Project ("Design Guidance Services") and, unless Grantee indicates by checking the box below, Grantee agrees to utilize City's Design Guidance Services for the Project. Grantee utilizing the Program's complimentary design guidance are also subject to requirements of this section.

☐

By checking the box above, Grantee acknowledges that City has offered Grantee complimentary Design Guidance Services but Grantee has declined such services and

instead, is electing to obtain its own licensed architect to prepare designs for the Project. In so doing, Grantee understands and agrees that all designs prepared by Grantee's architect must comply with City's recommended designs for the Project.

SECTION 9: MISCELLANEOUS PROVISIONS

9.1 RECITALS.

All recitals in this Agreement are hereby incorporated into this Agreement as if set forth fully herein.

9.2 COVENANT AGAINST DISCRIMINATION.

Grantee covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that in the performance of this Agreement, there shall be no discrimination against or segregation of any person or group of persons on account of race, religious creed, color, gender, national origin, ancestry, physical disability, mental disability, medical condition, pregnancy, marital status, age, sexual orientation, or any other basis pertaining to a protected characteristic under applicable federal, state, or local law.

9.3 CONFLICTS OF INTEREST.

Grantee, its agents and employees shall comply with applicable federal, state, and local laws and regulations governing conflict of interest. Grantee covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that may be affected by its obligations to perform under this Agreement, or that would conflict in any manner with its obligations hereunder. Grantee further covenants that, in performing this Agreement, no person having any such interest shall be employed by it. Furthermore, Grantee shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this agreement. Grantee agrees not to accept any employment or representation during the term of this Agreement that is or may likely make Grantee "financially interested" (as provided in California Government Code Sections 1090 and 87100) in any decision made by City on any manner in connection with which Grantee has been retained pursuant to this Agreement.

9.4 WARRANTY AND REPRESENTATION OF NON-COLLUSION.

City hereby warrants and represents that no official, officer, agent or employee of the City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, agent or employee of the 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 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 interest found to be "remote" or "non interest" pursuant to California Government Code Sections 1091 and 1091.5.

Grantee hereby 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, agent or employee, as a result or consequence of obtaining or being awarded any agreement. Grantee is aware of and understands that any such act(s), omission(s), or other conduct resulting in the payment of money, consideration, or other thing of value will render this Agreement void and of no force and effect.

Grantee Representative Initials _____

9.5 PROHIBITED AND PERMITTED USE OF FUNDS.

Grantee acknowledges and understands that it is prohibited from using the Grant Funds for any purpose that is not permitted under the Updated Program Guidelines. Grantee agrees to use Grant Funds only for the purpose stated in Grantee's application and for the purpose of completion of the Project.

9.6 FALSE STATEMENTS.

Grantee understands that making false statements or claims in connection with this Agreement is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

9.7 NOTICES.

All notices, demands, invoices, and communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

To City:
City of Carson
701 East Carson Street
Carson, CA 90745
Attn: James Nguyen, Special Projects Manager
Email: jnguyen@carsonca.gov

To Grantee:
Dr. Ade Osibamiro
2637 E Carson Street
Carson, CA 90810
Email: adeo39@aol.com
Phone: (310) 894 - 2376

9.8 SEVERABILITY.

Any provision of this Agreement that is found invalid or unenforceable shall be

deemed severed and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.

9.9 CORPORATE AUTHORITY.

The persons executing this Agreement on behalf of the Parties warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this 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.

9.10 GRANTEE REPRESENTATIVE AND CITY'S CONTRACT OFFICER.

The following principal(s) and/or representative(s) of Grantee is/are hereby designated as the person(s) authorized to act on Grantee's behalf with respect to this Agreement and to make all decisions in connection herewith:

Dr. Ade Osibamiro, Owner

James Nguyen, Special Projects Manager, or such person as may be designated by the City Manager, is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and Project specified herein and to make all decisions in connection therewith ("Contract Officer").

9.11 WAIVER.

The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

9.12 GOVERNING LAW AND VENUE.

This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.

9.13 INTERPRETATION.

Grantee acknowledges that it has had ample opportunity seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.

9.14 TIME OF ESSENCE.

Time is of the essence of this Agreement.

9.15 THIRD PARTIES.

Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."

9.16 NON-LIABILITY OF OFFICIALS AND EMPLOYEES OF THE CITY.

No official or employee of the City shall be personally liable for any default or liability under this Agreement.

9.17 COUNTERPARTS AND SIGNATURES.

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, will be deemed to constitute one and the same agreement. The facsimile, email or other electronically delivered signatures of the Parties shall be deemed to constitute original signatures.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written.

CITY:

CITY OF CARSON, a California charter city

_____
David C. Roberts, Jr., City Manager

ATTEST:

_____
Dr. Khaleah R. Bradshaw, City Clerk

APPROVED AS TO FORM:
Aleshire & Wynder, LLP

_____
Sunny K. Soltani, City Attorney

GRANTEE:

_____

_____
Name:

_____
Title:

_____
Name:

_____
Title:

***Two corporate officer signatures required when Grantee 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.**

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.

On _____, 2026 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.

On _____, 2026 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 WORK

Commercial Façade Improvement Program

Name: Dr. Ade Osibamiro	Tel. No.: 310-830-7600 #1306
Address: 2637 E Carson St.	Date: 05/05/2026

All work is to be done per City of Carson building, planning, and public works codes after submission of all applicable contractor's licenses to the City's Contract Officer. In order to establish standards of quality, the detailed specifications may refer to a certain product by name and/or from a major manufacturer. This procedure is not to be construed as eliminating from competition of other product of equal or better quality by other manufacturers. The Grantee shall furnish a list of proposed desired substitutions prior to signing of the contract. All items listed on work write-up, unless otherwise specified, shall include all finish work, including all trim hardware, patching, and finish painting and/or staining. All overhead and profit should be included in each line item. Use of lead-based paint is prohibited. Removal or work on asbestos and lead containing materials is subject to applicable federal, state, and local regulations.

Any questions regarding this project, the plans, and specifications should be submitted to Miguel Rameriz at mramirez@carsonca.gov.

WORK DESCRIPTION AND STANDARD SPECIFICATIONS

Attached images are from the Bid Proposal Form
Case# CRP-2508
Dated: October 27, 2025.
File Name: DAN P3 Pages, 20 - 24

CITY OF CARSON
Commercial Rehabilitation Program

WORK DESCRIPTION AND BID PROPOSAL FORM

Name:	City of Carson	Case No.:	CRP-2508
Address:	2637 E. Carson Street	Tel. No.:	(310) 830-7600 #1306
City:	Carson, CA 90810	Date:	October 27, 2025

All work is to be done per City of Carson building, planning, and public works codes. In order to establish standards of quality, the detailed specifications may refer to a certain product by name and/or from a major manufacturer. This procedure is not to be construed as eliminating from competition of other product of equal or better quality by other manufacturers. The contractor shall furnish a list of proposed desired substitutions with bid proposal. All items listed on work write-up, unless otherwise specified, shall include all finish work, including all trim hardware, patching, and finish painting and/or staining to the immediate area. All overhead and profit should be included in each line item. Use of lead-based paint is prohibited. Removal or work on lead and asbestos containing materials is subject to applicable federal, state and local regulations.

Any questions regarding this project, the plans, and specifications should be made to Miguel Ramirez at (310) 830-7600 #1306.

WORK DESCRIPTION AND STANDARD SPECIFICATIONS **ESTIMATE**

ITEM DESCRIPTION: **ESTIMATE:**

1. **Demolition:** $ 9000
   - Remove existing stone veneer, awning/overhang with roofing material, pole sign, wall mounted signs, address identifiers, light fixtures, and electrical with conduit as required.
   - Remove any items necessary to complete the improvements as shown on the attached conceptual drawings.

   NOTE: Contractor shall be responsible for hauling away all material debris and leaving the site in a broom clean condition on a DAILY basis. Contractor shall provide full pedestrian protection during remodeling in accordance with City of Carson code requirements and shall ensure business is in operation during business hours.

   Contractor shall also protect the existing roof, roof scuppers, utility meters, parking lot, and all areas not to be rehabilitated.

   Owner to be responsible for the temporary removal of any items within 5 feet of area to be rehabilitated. Owner shall contact their alarm company for temporary disconnection and reconnection of alarm system at owner's expense.

2. **Electrical:** $ 4500
   Contractor shall install new electrical junction boxes to accommodate three new wall mounted gooseneck light fixtures. Electrical shall include new concealed conduit, wiring, breaker, separate light switches, gooseneck circuit with timer, and sub-panel (if needed). All work to be in accordance with Local Building Code.

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3. **Architectural Foam:** $ 6500
Install new decorative 8" foam trim molding with stucco finish by VEFO Products or approved equal at the front of the property as indicated on attached conceptual drawings. Contractor shall prime and paint the newly installed foam with exterior grade paint. Foam to be attached to the building in strict accordance with the manufacturers' specifications.

4. **Metal Wall Cap:** $ 5900
Contractor shall install a new sheet metal wall cap on the front of the existing parapet walls. Contractor shall prime and paint the newly installed wall caps with exterior grade paint to match the existing foam trim. Wall cap to be painted with a minimum of two coats of paint or until an even finish is achieved.

5. **Brick Veneer:** $ 10900
Install new thin brick veneer to match ACME Hawthorn Royal thin brick, queen size, mix textured or approved equal with a full brushed mortar grout finish in the configuration, location, and manner as indicated on attached conceptual drawings. Installation and attachment shall be made in accordance with the manufacturer's specifications and Local Building Code.

NOTE: Contractor shall repair the existing sidewalk area where brick veneer has been replaced. A skim coat maybe required.

6. **Exterior Paint:** $ 12300
Prepare the bollards, foam, wall cap, security bars/doors, walls, and any other surface that require paint on the exterior of the building to receive new fresh paint. Pull all nails and tacks; fill all holes and cracks; scrape smooth all rough or paint curled surfaces; and apply primer to all bare or exposed wood or metal. Paint all areas with appropriate exterior grade paint minimum 2 coats or until an even finish is achieved in accordance with the attached conceptual drawings. Final colors to be approved by the Planning Department prior to application.

Foam, Trim	Sherwin-Williams SW 9039 Broccoflower
Walls	Sherwin-Williams SW 9039 Broccoflower

NOTE: As part of this line-item contractor shall replace any damaged vents on the front of the property to be rehabilitated. Contractor shall also pressure wash existing walkways upon application of paint.

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8. **Exterior Lighting:** $ 4500
Provide and install three (3) new bronze colored Gooseneck light fixture by Hi-Lite Mfg. H15620 or approved equal. Gooseneck light fixture locations to be approved by the Planning Department prior to installation. All lighting is required to be UL approved and in accordance with Local Building Code.

9. **Address Identifiers:** $ 1800
Contractor shall install new non-lit channel letter numerical identifiers "2637" at the front of building. Identifiers shall be in a font and color that complement the new building colors (8 inches in height). Color and font to be approved by the owner and submitted to the Planning Department for final approval.

10. **Business Sign:** $ 18900
Contractor shall install a new (1) laser cut layered sign indicating "SANTA FE MEDICAL CLINIC". New layered signs shall be front lit by the gooseneck lights and shall have a stained wood slat background. Contractor to submit construction and design drawings to the Building and Planning Department for approval prior to installation. Color and font to be approved by the owner and submitted to the Planning Department for final approval. All work to be in accordance with Local Building Code.

CITY FEES:

11. **Insurance and Mobilization:** $ 4900
Contractor shall obtain all necessary insurances in accordance to City regulations and shall add the City of Carson as an additional insured. Bid price to include any related storage fees and mobilization of materials and equipment/tools.

12. **Building Permits with Associated Fees and City Business License:** $ 2000
Obtain and pay for Carson building permits, business license, and inspections.

NOTE:

All work shall include the protection of buildings as well as maintaining the premises clean at all times. All debris resulting from any work conducted in connection with this contract shall be the property of the contractor, who is responsible for its timely removal and lawful disposal. Work site shall be maintained in a clean and orderly manner, and upon completion, property shall be left in a "broom clean" condition.

PROJECT TOTAL: $ 81200

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NOTE: I HAVE REVIEWED THE ABOVE WORK DESCRIPTION AND SPECIFICATIONS AND UNDERSTAND THAT ANY CHANGES OR ADDITIONS MUST HAVE PRIOR APPROVAL BY THE CITY OF CARSON TO BE ELIGIBLE FOR FUNDING. I ALSO UNDERSTAND THAT THE TOTAL COST OF REPAIRS CANNOT EXCEED THE AMOUNT AWARDED BY THE CITY, THEREFORE ALL ITEMS INCLUDED ON THE ABOVE LIST MAY NOT BE COMPLETED UNDER THIS PROGRAM.

Owner Signature:	Date:

The undersigned, having become thoroughly familiar with the terms and conditions of the proposed Contract Documents and with local conditions affecting the performance and costs of the work at the place where the work is to be completed, and having fully inspected the site in all particulars, hereby proposed and agree to fully perform the work within the time stated and in strict accordance with the proposed Contract Document including furnishing of any and all labor, materials, services necessary equipment and to do all work required to construct, and complete said work in accordance with the Contract Documents for the sum of money as indicated on the Work Description and Bid Proposal Form and summarized as follows:

Eight one thousand two hundred Dollars, ($ 81200)
Price In Words *Price In Numbers*

If awarded the contract, the bidder agrees to present the following documents to the City of Carson prior to the issuance of the Notice to Proceed: Valid certificates covering Auto, Liability, and Worker's Compensation insurance including the City of Carson as additionally insured.

It is further agreed that if awarded this contract, no advances or down payments will be issued to contractor and 10% of all requested payouts would be retained until the project is completed to the approval of the owner and all approving agents. Completion of this project will require 60 calendar days.

Contractor: Dan Contractor	Lic. No. & Class.: 818083
Signature:	Phone No.: 5628246129
Address: 1328 N catalina St orange	

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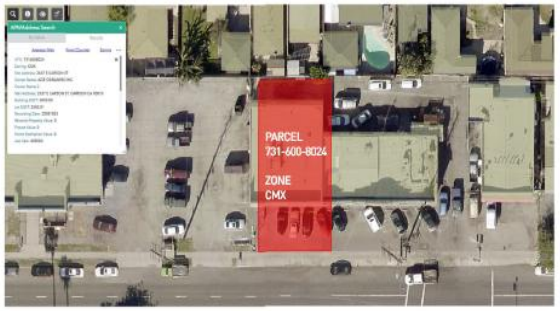
Proposed Facade Improvements

General Notes:

1. Santa Fe building is approx. 3,025sf in area and 18'-0" H.
2. CMU & Corrugated fence next door is not in scope.
3. 21"H laser cut, aluminum letters over composite wood cladding, to match wainscot at Wajid Plaza, NewTechWood Peruvian Teak. Sign back to be approx. 5' H x 30' L
4. Replace all (E) box signs with layered, LED front lit signs.
5. Sign vendor to finalize sign designs. Sign shown in renderings is considered a place holder for final professional sign design, from sign vendor.
6. Remove existing faux rock veneer, approximately 271sf, at Santa Fe Medical Clinic.
7. At new brick veneer repair water proofing as necessary.
8. Thin brick veneer to be installed per manufacturers installation guidelines.

Existing Santa Fe Medical Clinic



Parcel Map

Disclaimer:
This is not a construction documents or building permit.
This is a conceptual design & rendering only.

CITY OF CARSON STOREFRONT IMPROVEMENT PROGRAM

BLOCK 3 - Parcel 731-600-8024
Santa Fe Medical Clinic
2637 East Carson Street - Carson, CA

EAST CARSON CORRIDOR DESIGN CONCEPT
August 8, 2025

Mour Group Engineering + Design
6593 RIVERDALE STREET
SAN DIEGO, CA 92120
TEL: 619.727.4800

NOTE:

Grantee must obtain and pay for City of Carson building permits, business license, and inspections.

All work shall include the protection of building as well as maintaining the premises clean at all times.

All debris resulting from any work conducted in connection with this contract shall be the property of the Grantee, who is responsible for its timely removal and lawful disposal. Work site shall be maintained in a clean and orderly manner, and upon completion, property shall be left in a "broom clean" condition.

EXHIBIT "B"
SAMPLE CONTRACTOR AGREEMENT

EXHIBIT "C"
SCHEDULE OF PERFORMANCE

PERMITS: Before commencement of any Project work, Grantee and its contractor shall obtain any and all permits and approvals which may be required by the City or any other governmental agency with jurisdiction. Execution of this Agreement by City shall not be construed as any commitment by City to issue any permits and Grantee and its contractor must obtain all permits pursuant to the City's standard process and requirements.

COMMENCEMENT OF PROJECT WORK: Grantee agrees that the Project work shall not commence until all permits are issued and City has issued a Notice to Proceed and delivered same to Grantee ("Notice to Proceed").

In lieu of disbursement of grant monies to Grantee, the Parties agree that City will disburse to Grantee's contractor an amount not to exceed $81,200 ("Grant Funds") for satisfactory completion of the Project upon submission by Grantee's contractor of the documentation required in Section 2 of Grantee's contract with its contractor (Exhibit B).

CONSTRUCTION SCHEDULE: The Project work shall commence not later than ten (10) days after the City issues the Notice to Proceed to Grantee and its contractor, and shall be completed within ninety (90) days thereafter except as stated otherwise or as mutually agreed in writing by Grantee and City. The Project work shall be deemed complete upon written notification specifying that the Project work has been completed issued by the Citywide Façade Improvement Program manager or designee and delivered to Grantee.

The City shall make reasonable efforts to coordinate construction activities with Grantee to minimize disruption to the operation of the business to the maximum extent practicable.

At the City's sole discretion, the schedule may be modified subject to the approval of the City's Program Manager or his/her designee.

EXHIBIT "D"

APPROVED CONSTRUCTION DOCUMENTS

[TO BE INSERTED SEPARATELY]

EXHIBIT "E"

COVENANT FOR COMPLETION AND MAINTENANCE

FAÇADE IMPROVEMENT PROGRAM GRANT AGREEMENT

[ECONOMIC DEVELOPMENT BENEFIT AGREEMENT FOR EAST CARSON CORRIDOR]

This Façade Improvement Program Grant Agreement ("Agreement") is entered into effective _____, 2026 ("Effective Date"), by and between the CITY OF CARSON, a charter city and municipal corporation (the "City"), on the one hand, and Atiya Wajid ("Grantee"), owner of property located at 2641 E Carson St., Carson, California ("Property"), on the other hand. The parties hereto are collectively referred to as the "Parties."

RECITALS

WHEREAS, on June 21, 2022, the City passed Resolution No. 22-131 which established a Citywide Commercial Facade Improvement Program (the "Program") pursuant to the adopted Carson Façade Improvement Program Guidelines ("Program Guidelines") for the public purpose of encouraging the improvement, stimulation and revitalization of the exterior facades of existing commercial buildings in various commercial corridors such as along Avalon Boulevard, Main Street, Sepulveda Boulevard, Carson Street, and Figueroa Street.

WHEREAS, the Program is administered by the City and funded by City's General Fund pursuant to an authorized allocation made by the City Council during the City's budget adoption process.

WHEREAS, on _____, 2026, the City Council approved changes to the Program by adopting a modified version of the Program Guidelines ("Updated Program Guidelines") which now contains a no match requirement for certain businesses located on the north side of Carson Street between Harbor View Avenue and Santa Fe Avenue.

WHEREAS, on November 6, 2018, City's voters approved a new Charter for the City which included a comprehensive set of economic development incentives and programs to promote the development of the City of Carson given the unique environmental constraints, to create jobs and to preserve the sound fiscal basis of City. City has determined that under the Charter, City has broad economic development powers to enact measures, to enter into agreements, and to loan, grant, fund, or finance projects which will provide public benefit and protect the public health, safety and welfare of the community, which programs may be carried out singly or in combination in a manner to promote the economic development objectives set forth in Section 206 of the Charter, which specifically allows for the use of "Tax and Assistance Agreements" for sales taxes, transient occupancy taxes, utility taxes or other taxes to be shared with the generator, and rebates or waivers of franchise fees, business license fees, development impact fees, or other revenue sources, or any other economic development subsidy, after a public hearing

identifying the amount and terms of such assistance and the justification for such assistance.

WHEREAS, on March 19, 2024, the City Council adopted Ordinance No. 24-2404 in furtherance of Section 206 of the Charter, specifically authorizing the City to pursue economic development activities by entering into agreements for provision of loans or grants to certain commercial property owners.

WHEREAS, the incentives provided in this Agreement are intended by the City to be consistent with and promote the purposes of Section 206 of the Charter, Ordinance No. 24-2404 and the Updated Program Guidelines by City providing a grant to Grantee for the purpose of, without limitation, stimulating commercial development within the City, increasing jobs, decreasing blight, and increasing tax revenue to the City. This Agreement has been approved by the City Council following all legally required notices and public hearings.

WHEREAS, the Property is a commercial business located within the geographical limits contemplated under the Updated Program Guidelines and is eligible for participation in the Program.

WHEREAS, under the Updated Program Guidelines, the City is authorized to provide grants to commercial businesses with no match requirements from eligible applicants.

WHEREAS, Section 206 of the Carson Charter is consistent with Government Code Section 53083 which authorizes local agencies to provide economic development subsidies in the amount $100,000 or more where the local agency provides written notice through its website concerning the economic development subsidy and the information required under subsection (a) therein.

WHEREAS, in those instances where the Grant Funds equal $100,000 or more, the City has complied with all requirements of Government Code Section 53083.

WHEREAS, this Agreement has been reviewed by City with respect to applicability of the California Environmental Quality Act **(**"CEQA"**)**, the State CEQA Guidelines (California Code of Regulations, Title 14, §§ 15000 *et seq*., hereafter the "CEQA Guidelines"), and any applicable local CEQA policies and procedures and City has determined that this Agreement is not a "project" for purposes of CEQA, as that term is defined by CEQA Guidelines section 15378, because City has determined, in its discretion and based on substantial evidence, that this Agreement presents no potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment, or alternatively, even if it did constitute a project, it would be exempt pursuant to Section 15301 of the CEQA Guidelines (Class 1 exemption for minor alteration of existing public or private structures involving negligible or no expansion of existing use).

WHEREAS, in accordance with the City's Charter powers and Ordinance No. 24-2404, the City Council wishes to enter into this Agreement with Grantee to provide a grant in order to further the objectives of the Program, it being understood that Section 206 of the Charter allows the City to pursue economic development to the maximum degree permitted by the California Constitution.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and conditions contained herein, and upon acknowledgement of each of the Parties of the receipt of valuable consideration, it is agreed as follows:

AGREEMENT

SECTION 1: GRANT FUNDING; PAYMENT; PUBLIC BENEFITS

In lieu of disbursement of grant monies to Grantee, the Parties agree that City will disburse to Grantee's contractor an amount not to exceed $101,400 ("Grant Funds") for satisfactory completion of the Project upon submission by Grantee's contractor of the documentation required in Section 2 of Grantee's contract with its contractor (Exhibit B).

Under the Updated Program Guidelines, City funds are eligible for uses including but not limited to: installation of new or repair or replacement of exterior signs; installation of new or repair or replacement of awnings, canopies, or sunshades; painting or replace or repair exterior surface treatment; asphalt paving, replacement or repair of tiles or decorative pavers; sidewalk or courtyard repaving; repair or replacement of masonry walls or footings; outdoor lighting: installation of new exterior lighting fixtures or repair or replacement of existing exterior lighting fixtures; installation, repair or replacement of decorative or security fencing; replacement of plate glass windows; re-glazing of windows or change of window mullions with the approval of application by the City.

The City Council finds that the Program, as implemented in part through completion of the Project, will without limitation, stimulate commercial development within the City, increase jobs, decrease blight, and increase tax revenue to the City ("Public Benefits"). As an additional Public Benefit, where feasible for Grantee when hiring contractors to perform work for the Project, Grantee shall use commercially reasonable, good faith efforts to hire contractors whose principal address is located within the City of Carson.

SECTION 2: WORK COMPLETION; PREVAILING WAGES

2.1 SCOPE OF WORK AND SCHEDULE OF PERFORMANCE

Grantee agrees that it shall utilize the Grant Funds to pay for those improvements

specified in the Scope of Work attached hereto and incorporated herein as Exhibit "A," which is at times referred to herein as the "Project," in accordance with Grantee's completed application ("Application") on file at City Hall. No changes or additions to the Scope of Work will be permitted without prior written approval of the City's Contract Officer, and any changes made without the requisite approval will not be eligible for funding and will be deemed a material breach of this Agreement. All work toward such Project will be performed and completed (i) by Grantee entering into a contract with its selected contractor where the contract is substantially similar to the sample contract provided in Exhibit "B"; (ii) within and in accordance with the Updated Project Guidelines; (iii) by a State licensed contractor within the time period(s) established in Exhibit "C," the "Schedule of Performance" unless otherwise authorized by the City; and (iv) in accordance with approved construction documents as detailed in Exhibit "D," with Exhibits B, C and D attached hereto and incorporated herein by this reference. Grantee agrees to allow the City or its agents access to buildings and the storefront improvements at the Property, when convenient for the Parties, for inspection of the Project work. Such inspections shall not replace any required permit inspections by the City's Building Inspectors. All work which is not in conformance with the approved plans, design drawings and specifications shall be immediately remedied by the Grantee at Grantee's sole expense and deficient or improper work shall be replaced and made to comply with the approved plans, design drawings and specifications and the terms of the Agreement.

2.2 PREVAILING WAGES

Certain or all portions of the Project may be subject to prevailing wages under the Labor Code. More specifically, if the amount of the Grant Funds exceeds $1,000 and is 2% or more of the total cost of the Project, the below provisions will apply.

Grantee acknowledges that the construction and construction-related activities for the Project are subject to the California Prevailing Wage Law, and Grantee is required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations ("DIR") under Section 1720, *et seq*., of the California Labor Code for all covered work performed on the Project. The applicable prevailing rates are on file with, and open to inspection at, the Community & Economic Development Department (Special Projects Division) and is referred to and made a part hereof. Due to the fact that Prevailing Wage Law applies to construction work performed for the Project, the Grantee's contractor(s) shall submit weekly certified payrolls of all workers employed on the construction of the Project to the City in a form acceptable to the City. Grantee acknowledges the possibility of wage increases during construction work performed for the Project and that Grantee and/or its contractor(s) shall be responsible for paying such increases. Grantee acknowledges that it is aware of and shall comply with, and that its contractor(s) shall be aware of and shall comply with, the following sections of the California Labor Code: (i) Section 1725.5 requiring that all contractors and subcontractors performing work on the Project be registered with, and pay an annual fee to, the DIR prior to and during the performance of any work towards the Project; (ii) Section 1775 prescribing penalties for failure to pay prevailing wage rates; (iii) Section 1776 requiring the making, keeping, and disclosing of

detailed certified payroll records and prescribing penalties for failure to do so; (iv) Section 1777.5 prescribing the terms and conditions for employing registered apprentices; (v) Section 1810 providing that eight hours of labor shall constitute a day's work; and (vi) Section 1813 prescribing penalties for violations of the provisions concerning eight-hour work days and forty-hour work weeks. If Grantee violates the foregoing or any other Prevailing Wage Laws, Grantee shall be solely liable for the cost thereof and shall indemnify and hold the City officers, employees and agents harmless from any liability or penalties therefor. This Project will be developed and budgeted for assuming the payment of prevailing wages as needed.

2.3 PROJECT FUNDING

Grant Funds shall only be used to pay for the improvements as stipulated under the Scope of Work (Exhibit A) and in the time and manner specified under the Schedule of Performance (Exhibit C). It is incumbent upon the Grantee to ensure that Project is carried out in accordance with the Project's approved scope and timeline. Any deviation in the Scope of Work and/or Schedule of Performance must be approved by the City in advance and in writing. Work performed outside the specification of the Scope of Work and/or outside the timeframe established under the Schedule of Performance are not eligible for Grant Funds.

2.4 COVENANT FOR COMPLETION AND MAINTENANCE

Concurrent with execution of this Agreement, Grantee shall execute a Covenant for Completion and Maintenance to be recorded with the Los Angeles County Recorder's Office, a copy of which covenant is attached hereto and incorporated herein by this reference as Exhibit "E," requiring Grantee or its successors and assigns, to complete the Project in accordance with the Schedule of Performance (Exhibit "C"). The covenant will also require Grantee and its successors and assigns to maintain the design and paint colors established for the Property under this Agreement for a period of at least five (5) years from the date the Project is completed, as determined by the Citywide Façade Improvement Program manager or designee.

SECTION 3: AUDITS; MISUSE OF FUNDS

City reserves the right to designate its own employee representative(s) or its contracted representative(s) with a Certified Public Accounting firm who shall have the right to audit Grantee's accounting procedures and internal controls of Grantee's financial systems as they relate to the Grant Funds and to examine any cost, revenue, payment, claim, other records or supporting documentation resulting from any items set forth in this Agreement. Any such audit(s) shall be undertaken by City or its representative(s) at mutually agreed upon reasonable times and in conformance with generally accepted auditing standards. Grantee agrees to fully cooperate with any such audit(s).

If the Grantee, or Grantee's designated contractor should utilize the funds for anything other than as stated in the Application, the City may thereupon recover the entire

amount of the Grant Funds from Grantee and/or the subsequent operator of the Property, together with reasonable attorney fees and costs incurred in enforcing this provision. This provision shall **not** apply where the proposed changes are first reviewed and approved by the City. Approval shall not be unreasonably withheld to the extent the proposed changes are authorized in the Updated Program Guidelines.

SECTION 4: REMEDIES FOR BREACH

In the event the Grantee or any subsequent operator breaches Section 3 of this Agreement, in addition to all legal and equitable remedies available to the City, the City may thereupon deny any request(s) for reimbursement and/or recover the entire amount of the Grant Funds from the Grantee and/or the subsequent operator of the Property, together with reasonable attorney fees and costs incurred in enforcing this provision.

SECTION 5: INSURANCE AND INDEMNIFICATION.

5.1 INDEMNIFICATION

To the maximum extent permitted by law, the Grantee hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of the Grantee's performance or work hereunder (including any of its officers, agents, employees, contractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, or any loss of business in connection with construction over the course of completion of the Project and damage to City property, or any construction defect that may arise from City-provided design services or the Project's compliance with City-recommended designs, or any other liability that may arise from work performed on the Project pursuant to the contract between Grantee and its contractor, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. The Grantee's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Grantee or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

Indemnitees do not and shall not waive any rights that they may possess against the Grantee because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.

The Grantee, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.

5.2 INSURANCE.

A. Without limiting Grantee's obligations to City under Section 5.1, and prior to commencement of any construction toward the Project, Grantee shall obtain, provide and maintain at its own expense during the term of this Agreement (at times extending beyond the term), policies of insurance of the types and amounts described below and in a form satisfactory to City.

(i) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). Grantee shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form ISO CGL CG 00 01 or equivalent, in an amount not less than $2,000,000 per occurrence, $4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(ii) Worker's Compensation Insurance. Grantee shall maintain 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 Grantee 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 Grantee in the course of carrying out the work contemplated in this Agreement.

(iii) Automotive Insurance. Grantee shall maintain ISO Form Number CA 00 01 covering any auto (Code 1), or if the Grantee has no owned autos, covering hired (Code 8), and non-owned autos (Code 9), with limit no less than $1,000,000 combined single limit for each accident for bodily injury and property damage.

(iv) Flood Insurance. If the Property is located in a FEMA designated high-risk area (zones A or V), Grantee shall maintain flood insurance in an amount not less than the total cost of the improvements specified in the Scope of Work.

(v) Builder's Risk Insurance. Grantee 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. The City shall be included as a "loss payee" in the amount of the Grant Funds.

If the Grant Funds is less than $50,000, then at the option of City, an Installation Floater may be acceptable in lieu of Builder's Risk Insurance. For Contract Sum exceeding $50,000, an Installation Floater may still be considered in place of Builder's Risk based on the project scope, subject to approval by the City's Risk Manager. 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.

B. 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 the insured's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended, cancelled or non-renewed 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 Grantee shall, prior to the cancellation date, submit new evidence of insurance in conformance with this section to the Contract Officer. No work or services under this Agreement shall commence until the Grantee has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

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

SECTION 6: ADDITIONAL WORK

Nothing contained in this Agreement is intended to limit, restrict, or prohibit the Grantee from undertaking additional work in or about the subject premises, which is

unrelated to the approved improvements provided for in this Agreement; provided, however, that City approves such work in advance.

SECTION 7: TERM AND TERMINATION

7.1 TERM

This Agreement shall be binding upon the City and upon the Grantee and Grantee's successor(s) to the Property for a period of (2) two years after the Effective Date. It shall be the responsibility of the Grantee to inform subsequent owner(s)/lessee(s) of the Property of the provisions of this Agreement.

7.2 TERMINATION

The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Grantee, except that where termination is due to the fault of Grantee, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, Grantee 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) Grantee 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. Without limiting the generality of the foregoing, City may terminate this Agreement for cause where Grantee fails to cooperate or respond to communications from the City. In any such event, City may issue a 14-day notice requesting confirmation of continued participation in the Program and if Grantee does not respond within that period, the City may issue a termination letter which will serve as notice of termination of this Agreement. Immediately following termination of this Agreement for any reason, City and Owner must notify Owner's contractor in writing of such termination.

SECTION 8: DESIGNS

Notwithstanding any provision of this Agreement, Grantee is responsible for obtaining applicable design review approvals, obtaining all required permits, and complying with all applicable laws and Updated Program Guidelines. As part of the Program, City has offered Grantee complimentary design guidance services for the Project ("Design Guidance Services") and, unless Grantee indicates by checking the box below, Grantee agrees to utilize City's Design Guidance Services for the Project. Grantee utilizing the Program's complimentary design guidance are also subject to requirements of this section.

☐

By checking the box above, Grantee acknowledges that City has offered Grantee complimentary Design Guidance Services but Grantee has declined such services and

instead, is electing to obtain its own licensed architect to prepare designs for the Project. In so doing, Grantee understands and agrees that all designs prepared by Grantee's architect must comply with City's recommended designs for the Project.

SECTION 9: MISCELLANEOUS PROVISIONS

9.1 RECITALS.

All recitals in this Agreement are hereby incorporated into this Agreement as if set forth fully herein.

9.2 COVENANT AGAINST DISCRIMINATION.

Grantee covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that in the performance of this Agreement, there shall be no discrimination against or segregation of any person or group of persons on account of race, religious creed, color, gender, national origin, ancestry, physical disability, mental disability, medical condition, pregnancy, marital status, age, sexual orientation, or any other basis pertaining to a protected characteristic under applicable federal, state, or local law.

9.3 CONFLICTS OF INTEREST.

Grantee, its agents and employees shall comply with applicable federal, state, and local laws and regulations governing conflict of interest. Grantee covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that may be affected by its obligations to perform under this Agreement, or that would conflict in any manner with its obligations hereunder. Grantee further covenants that, in performing this Agreement, no person having any such interest shall be employed by it. Furthermore, Grantee shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this agreement. Grantee agrees not to accept any employment or representation during the term of this Agreement that is or may likely make Grantee "financially interested" (as provided in California Government Code Sections 1090 and 87100) in any decision made by City on any manner in connection with which Grantee has been retained pursuant to this Agreement.

9.4 WARRANTY AND REPRESENTATION OF NON-COLLUSION.

City hereby warrants and represents that no official, officer, agent or employee of the City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, agent or employee of the 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 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 interest found to be "remote" or "non interest" pursuant to California Government Code Sections 1091 and 1091.5.

Grantee hereby 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, agent or employee, as a result or consequence of obtaining or being awarded any agreement. Grantee is aware of and understands that any such act(s), omission(s), or other conduct resulting in the payment of money, consideration, or other thing of value will render this Agreement void and of no force and effect.

Grantee Representative Initials _____

9.5 PROHIBITED AND PERMITTED USE OF FUNDS.

Grantee acknowledges and understands that it is prohibited from using the Grant Funds for any purpose that is not permitted under the Updated Program Guidelines. Grantee agrees to use Grant Funds only for the purpose stated in Grantee's application and for the purpose of completion of the Project.

9.6 FALSE STATEMENTS.

Grantee understands that making false statements or claims in connection with this Agreement is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

9.7 NOTICES.

All notices, demands, invoices, and communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

To City:
City of Carson
701 East Carson Street
Carson, CA 90745
Attn: James Nguyen, Special Projects Manager
Email: jnguyen@carsonca.gov

To Grantee:
Atiya Wajid
2641 E Carson Street
Carson, CA 90810
Email: nurani786@msn.com
Phone: (562) 262 - 1367

9.8 SEVERABILITY.

Any provision of this Agreement that is found invalid or unenforceable shall be

deemed severed and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.

9.9 CORPORATE AUTHORITY.

The persons executing this Agreement on behalf of the Parties warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this 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.

9.10 GRANTEE REPRESENTATIVE AND CITY'S CONTRACT OFFICER.

The following principal(s) and/or representative(s) of Grantee is/are hereby designated as the person(s) authorized to act on Grantee's behalf with respect to this Agreement and to make all decisions in connection herewith:

Atiya Wajid, Owner

James Nguyen, Special Projects Manager, or such person as may be designated by the City Manager, is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and Project specified herein and to make all decisions in connection therewith ("Contract Officer").

9.11 WAIVER.

The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

9.12 GOVERNING LAW AND VENUE.

This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.

9.13 INTERPRETATION.

Grantee acknowledges that it has had ample opportunity seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.

9.14 TIME OF ESSENCE.

Time is of the essence of this Agreement.

9.15 THIRD PARTIES.

Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."

9.16 NON-LIABILITY OF OFFICIALS AND EMPLOYEES OF THE CITY.

No official or employee of the City shall be personally liable for any default or liability under this Agreement.

9.17 COUNTERPARTS AND SIGNATURES.

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, will be deemed to constitute one and the same agreement. The facsimile, email or other electronically delivered signatures of the Parties shall be deemed to constitute original signatures.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written.

CITY:

CITY OF CARSON, a California charter city

_____
David C. Roberts, Jr., City Manager

ATTEST:

_____
Dr. Khaleah R. Bradshaw, City Clerk

APPROVED AS TO FORM:
Aleshire & Wynder, LLP

_____
Sunny K. Soltani, City Attorney

GRANTEE:

_____

_____
Name:

_____
Title:

_____
Name:

_____
Title:

***Two corporate officer signatures required when Grantee 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.**

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.

On _____, 2026 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.

On _____, 2026 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 WORK

Commercial Façade Improvement Program

Name: Atiya Wajid	Tel. No.: 310-830-7600 #1306
Address: 2641 E Carson St.	Date: 05/05/2026

All work is to be done per City of Carson building, planning, and public works codes after submission of all applicable contractor's licenses to the City's Contract Officer. In order to establish standards of quality, the detailed specifications may refer to a certain product by name and/or from a major manufacturer. This procedure is not to be construed as eliminating from competition of other product of equal or better quality by other manufacturers. The Grantee shall furnish a list of proposed desired substitutions prior to signing of the contract. All items listed on work write-up, unless otherwise specified, shall include all finish work, including all trim hardware, patching, and finish painting and/or staining. All overhead and profit should be included in each line item. Use of lead-based paint is prohibited. Removal or work on asbestos and lead containing materials is subject to applicable federal, state, and local regulations.

Any questions regarding this project, the plans, and specifications should be submitted to Miguel Rameriz at mramirez@carsonca.gov.

WORK DESCRIPTION AND STANDARD SPECIFICATIONS

Attached images are from the Bid Proposal Form
Case# CRP-2509
Dated: October 27, 2025.
File Name: DAN P3 Pages, 25- 30

CITY OF CARSON
Commercial Rehabilitation Program

WORK DESCRIPTION AND BID PROPOSAL FORM

Name:	City of Carson	Case No.:	CRP-2509
Address:	2641 E. Carson Street	Tel. No.:	(310) 830-7600 #1306
City:	Carson, CA 90810	Date:	October 27, 2025

All work is to be done per City of Carson building, planning, and public works codes. In order to establish standards of quality, the detailed specifications may refer to a certain product by name and/or from a major manufacturer. This procedure is not to be construed as eliminating from competition of other product of equal or better quality by other manufacturers. The contractor shall furnish a list of proposed desired substitutions with bid proposal. All items listed on work write-up, unless otherwise specified, shall include all finish work, including all trim hardware, patching, and finish painting and/or staining to the immediate area. All overhead and profit should be included in each line item. Use of lead-based paint is prohibited. Removal or work on lead and asbestos containing materials is subject to applicable federal, state and local regulations.

Any questions regarding this project, the plans, and specifications should be made to Miguel Ramirez at (310) 830-7600 #1306.

WORK DESCRIPTION AND STANDARD SPECIFICATIONS **ESTIMATE**

ITEM DESCRIPTION: **ESTIMATE:**

1. **Demolition:** $ 9000
   - Remove existing wall mounted signs, address identifiers, and electrical with conduit as required.
   - Remove existing asphalt as required.
   - Remove any items necessary to complete the improvements as shown on the attached conceptual drawings.

   NOTE: Contractor shall be responsible for hauling away all material debris and leaving the site in a broom clean condition on a DAILY basis. Contractor shall provide full pedestrian protection during remodeling in accordance with City of Carson code requirements and shall ensure business is in operation during business hours.

   Contractor shall also protect the existing roof, roof scuppers, utility meters, parking lot, and all areas not to be rehabilitated.

   Owner to be responsible for the temporary removal of any items within 5 feet of area to be rehabilitated. Owner shall contact their alarm company for temporary disconnection and reconnection of alarm system at owner's expense.

2. **Electrical:** $ 5000
   Contractor shall install new electrical junction boxes to accommodate new sign (1). Electrical shall include new concealed conduit, wiring, breaker, separate light switches, sign circuit with timer, and sub-panel (if needed). All work to be in accordance with Local Building Code.

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3. **Metal Wall Cap:** $ 5500
Contractor shall install a new sheet metal wall cap on the front and west side of the existing parapet walls. Contractor shall prime and paint the newly installed wall caps with exterior grade paint to match the existing foam trim. Wall cap to be painted with a minimum of two coats of paint or until an even finish is achieved.

4. **Exterior Paint:** $ 13500
Prepare the bollards, foam, wall cap, awning, security bars/doors, two walls, and any other surface that require paint on the exterior of the building to receive new fresh paint. Pull all nails and tacks; fill all holes and cracks; scrape smooth all rough or paint curled surfaces; and apply primer to all bare or exposed wood or metal. Paint all areas with appropriate exterior grade paint minimum 2 coats or until an even finish is achieved in accordance with the attached conceptual drawings. Final colors to be approved by the Planning Department prior to application.

Foam, wall cap, gooseneck lights	Sherwin-Williams SW 7034 Status Bronze
Walls	Sherwin-Williams SW 7028 Incredible White
Ledge	Sherwin-Williams SW 7675 sealskin
Awnings, security bars	Sherwin-Williams SW 6279 Black Swan

NOTE: As part of this line-item contractor shall replace any damaged vents on the front and sides of the property to be rehabilitated. Contractor shall also pressure wash existing walkways upon application of paint.

5. **Wood Cladding:** $ 10900
Provide and install new composite wood cladding wainscot. New wainscot cladding shall be approximately 3'-0" H Spice Rum/Cherry finish. To be installed in accordance with attached conceptual drawing and Local Building Code.

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6. **Irrigation and Landscaping:** $ 9800
Contractor shall install two new concrete planter boxes as indicated on attached conceptual drawings. Planter boxes shall have a new irrigation system. Irrigation system shall include but is not limited to a new timer at the interior of building or in a lock box, all necessary electrical, plumbing, backflow device with metal enclosure by ECONOCAGE or approved equal, subterranean sprinkler valves, and sprinkler/bubbler heads. Contractor shall then plant six 5 gal. Variegated Smooth Agave and sixteen 1 gal. Blue Chalk Stick plants in accordance with the attached Landscape Plan. Contractor shall install 1-inch brown bark mulch throughout the planter box areas. Contractor shall ensure to leave irrigation system operational and instruct the owner on activating instructions. All work to be in accordance with Local Building Code, Planning Code, and Lansdscape Plan.

NOTE: Contractor shall note that restriping of parking lot maybe required.

7. **Address Identifiers:** $ 2000
Contractor shall install new non-lit channel letter numerical identifiers "2641-2645" at the front of building. Identifiers shall be in a font and color that complement the new building colors (8 inches in height). Color and font to be approved by the owner and submitted to the Planning Department for final approval.

NOTE: As part of this line item, contractor shall install new vinyl numerical identifiers above each doorway "2641, 2643, 2643 ½, 2645, and 2645 ½".

8. **Channel Letter Sign:** $ 38700
Contractor shall install a new illuminated LED channel letter sign indicating "Wajid Plaza" and four (4) non-illuminated channel letter signs indicating "Carson Natural Detox, Water Depot, De Lux Beauty Salon, and La Palmitas Fruit #3". New channel letters shall be standard boxes with acrylic faces. Contractor to submit construction drawings to the Building and Planning Department for approval prior to installation. Owner to approve lettering prior to fabrication. All work to be in accordance with Local Building Code.

CITY FEES:

9. **Insurance and Mobilization:** $ 5000
Contractor shall obtain all necessary insurances in accordance to City regulations and shall add the City of Carson as an additional insured. Bid price to include any related storage fees and mobilization of materials and equipment/tools.

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10. **Building Permits with Associated Fees and City Business License:** Obtain and pay for Carson building permits, business license, and inspections. $ 2000

NOTE:

All work shall include the protection of buildings as well as maintaining the premises clean at all times. All debris resulting from any work conducted in connection with this contract shall be the property of the contractor, who is responsible for its timely removal and lawful disposal. Work site shall be maintained in a clean and orderly manner, and upon completion, property shall be left in a "broom clean" condition.

PROJECT TOTAL: $ 101400

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NOTE: I HAVE REVIEWED THE ABOVE WORK DESCRIPTION AND SPECIFICATIONS AND UNDERSTAND THAT ANY CHANGES OR ADDITIONS MUST HAVE PRIOR APPROVAL BY THE CITY OF CARSON TO BE ELIGIBLE FOR FUNDING. I ALSO UNDERSTAND THAT THE TOTAL COST OF REPAIRS CANNOT EXCEED THE AMOUNT AWARDED BY THE CITY, THEREFORE ALL ITEMS INCLUDED ON THE ABOVE LIST MAY NOT BE COMPLETED UNDER THIS PROGRAM.

Owner Signature:	Date:

The undersigned, having become thoroughly familiar with the terms and conditions of the proposed Contract Documents and with local conditions affecting the performance and costs of the work at the place where the work is to be completed, and having fully inspected the site in all particulars, hereby proposed and agree to fully perform the work within the time stated and in strict accordance with the proposed Contract Document including furnishing of any and all labor, materials, services necessary equipment and to do all work required to construct, and complete said work in accordance with the Contract Documents for the sum of money as indicated on the Work Description and Bid Proposal Form and summarized as follows:

one hundred thousand four hundred Dollars, ($ 101400)
Price In Words *Price In Numbers*

If awarded the contract, the bidder agrees to present the following documents to the City of Carson prior to the issuance of the Notice to Proceed: Valid certificates covering Auto, Liability, and Worker's Compensation insurance including the City of Carson as additionally insured.

It is further agreed that if awarded this contract, no advances or down payments will be issued to contractor and 10% of all requested payouts would be retained until the project is completed to the approval of the owner and all approving agents. Completion of this project will require 60 calendar days.

Contractor: Dan Contractor	Lic. No. & Class.: 818083
Signature:	Phone No.: 5628246129
Address: Dan 1328 N catalina St orange	

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01007.0001/8743383.1

Paint existing stucco SW 7028 Incredible White.

New Las Palmitas Fruit #3 sign to match scale of neighboring tenants.

Paint existing awning rims black. Remove all signage/text from awnings.

Remove asphalt at striped area install 6"curb See note #8 below. Approx. 55 sf.

Paint existing stucco ledge SW 7675 Sealskin

Vinyl decals for 1/2 suite numbers

Composite wood cladding wainscot - NewTechWood Peruvian Teak.

Remove asphalt at striped area install 6"curb See note #8 below. Approx. 95 sf.

Proposed Facade Improvements

General Notes:

1. Wajid Plaza building is approx. 3,204sf in area and 22'-9" H to top of front facade parapet.
2. At Wajid Plaza remove all lettering on metal awning and prepare awnings to receive fresh coat of rust preventing paint.
3. Composite wood cladding wainscot at Wajid Plaza to match Trex Spiced Rum or equivalent.
4. Replace all (E) signs.
5. Sign vendor to finalize sign designs. Sign shown in renderings is considered a place holder for final professional sign design, from sign vendor.
6. Wainscot area approx 3' high, and 173 SF
7. Area of asphalt to be removed for landscape approx. 192 sf and 89lf of 6" curb.
8. New landscape to include drought tolerant plants, ground cover plants and a thin layer of mulch for weed prevention while ground cover establishes.

Remove existing signs. Patch and repair stucco as necessary.

Keep existing security bars. Clean rust and paint with rust preventative paint.

Remove existing stucco at wainscot to prepare surface for new composite wood siding.

Remove all existing temporary banner signs.

Existing Wajid Plaza

Parcel Map

Disclaimer:
This is not a construction document or building permit. This is a conceptual design & rendering only.

CITY OF CARSON STOREFRONT IMPROVEMENT PROGRAM

BLOCK 3 - Parcel 731-600-7013
Wajid PLaza
2641 East Carson Street - Carson, CA

EAST CARSON CORRIDOR DESIGN CONCEPT
August 8, 2025

Mour Group Engineering + Design
6593 RIVERDALE STREET
SAN DIEGO, CA 92120
TEL: 619.727.4800

NOTE:

Grantee must obtain and pay for City of Carson building permits, business license, and inspections.

All work shall include the protection of building as well as maintaining the premises clean at all times.

All debris resulting from any work conducted in connection with this contract shall be the property of the Grantee, who is responsible for its timely removal and lawful disposal. Work site shall be maintained in a clean and orderly manner, and upon completion, property shall be left in a “broom clean” condition.

EXHIBIT "B"
SAMPLE CONTRACTOR AGREEMENT

EXHIBIT "C"
SCHEDULE OF PERFORMANCE

PERMITS: Before commencement of any Project work, Grantee and its contractor shall obtain any and all permits and approvals which may be required by the City or any other governmental agency with jurisdiction. Execution of this Agreement by City shall not be construed as any commitment by City to issue any permits and Grantee and its contractor must obtain all permits pursuant to the City's standard process and requirements.

COMMENCEMENT OF PROJECT WORK: Grantee agrees that the Project work shall not commence until all permits are issued and City has issued a Notice to Proceed and delivered same to Grantee ("Notice to Proceed").

In lieu of disbursement of grant monies to Grantee, the Parties agree that City will disburse to Grantee's contractor an amount not to exceed $101,400 ("Grant Funds") for satisfactory completion of the Project upon submission by Grantee's contractor of the documentation required in Section 2 of Grantee's contract with its contractor (Exhibit B).

CONSTRUCTION SCHEDULE: The Project work shall commence not later than ten (10) days after the City issues the Notice to Proceed to Grantee and its contractor, and shall be completed within ninety (90) days thereafter except as stated otherwise or as mutually agreed in writing by Grantee and City. The Project work shall be deemed complete upon written notification specifying that the Project work has been completed issued by the Citywide Façade Improvement Program manager or designee and delivered to Grantee.

The City shall make reasonable efforts to coordinate construction activities with Grantee to minimize disruption to the operation of the business to the maximum extent practicable.

At the City's sole discretion, the schedule may be modified subject to the approval of the City's Program Manager or his/her designee.

EXHIBIT "D"

APPROVED CONSTRUCTION DOCUMENTS

[TO BE INSERTED SEPARATELY]

EXHIBIT "E"

COVENANT FOR COMPLETION AND MAINTENANCE

FAÇADE IMPROVEMENT PROGRAM GRANT AGREEMENT

[ECONOMIC DEVELOPMENT BENEFIT AGREEMENT FOR EAST CARSON CORRIDOR]

This Façade Improvement Program Grant Agreement ("Agreement") is entered into effective _____, 2026 ("Effective Date"), by and between the CITY OF CARSON, a charter city and municipal corporation (the "City"), on the one hand, and Troylan Deguzman & Jennifer Deguzman ("Grantee"), owner of property located at 2651 E Carson St., Carson, California ("Property"), on the other hand. The parties hereto are collectively referred to as the "Parties."

RECITALS

WHEREAS, on June 21, 2022, the City passed Resolution No. 22-131 which established a Citywide Commercial Facade Improvement Program (the "Program") pursuant to the adopted Carson Façade Improvement Program Guidelines ("Program Guidelines") for the public purpose of encouraging the improvement, stimulation and revitalization of the exterior facades of existing commercial buildings in various commercial corridors such as along Avalon Boulevard, Main Street, Sepulveda Boulevard, Carson Street, and Figueroa Street.

WHEREAS, the Program is administered by the City and funded by City's General Fund pursuant to an authorized allocation made by the City Council during the City's budget adoption process.

WHEREAS, on _____, 2026, the City Council approved changes to the Program by adopting a modified version of the Program Guidelines ("Updated Program Guidelines") which now contains a no match requirement for certain businesses located on the north side of Carson Street between Harbor View Avenue and Santa Fe Avenue.

WHEREAS, on November 6, 2018, City's voters approved a new Charter for the City which included a comprehensive set of economic development incentives and programs to promote the development of the City of Carson given the unique environmental constraints, to create jobs and to preserve the sound fiscal basis of City. City has determined that under the Charter, City has broad economic development powers to enact measures, to enter into agreements, and to loan, grant, fund, or finance projects which will provide public benefit and protect the public health, safety and welfare of the community, which programs may be carried out singly or in combination in a manner to promote the economic development objectives set forth in Section 206 of the Charter, which specifically allows for the use of "Tax and Assistance Agreements" for sales taxes, transient occupancy taxes, utility taxes or other taxes to be shared with the generator, and rebates or waivers of franchise fees, business license fees, development impact fees, or other revenue sources, or any other economic development subsidy, after a public hearing

identifying the amount and terms of such assistance and the justification for such assistance.

WHEREAS, on March 19, 2024, the City Council adopted Ordinance No. 24-2404 in furtherance of Section 206 of the Charter, specifically authorizing the City to pursue economic development activities by entering into agreements for provision of loans or grants to certain commercial property owners.

WHEREAS, the incentives provided in this Agreement are intended by the City to be consistent with and promote the purposes of Section 206 of the Charter, Ordinance No. 24-2404 and the Updated Program Guidelines by City providing a grant to Grantee for the purpose of, without limitation, stimulating commercial development within the City, increasing jobs, decreasing blight, and increasing tax revenue to the City. This Agreement has been approved by the City Council following all legally required notices and public hearings.

WHEREAS, the Property is a commercial business located within the geographical limits contemplated under the Updated Program Guidelines and is eligible for participation in the Program.

WHEREAS, under the Updated Program Guidelines, the City is authorized to provide grants to commercial businesses with no match requirements from eligible applicants.

WHEREAS, Section 206 of the Carson Charter is consistent with Government Code Section 53083 which authorizes local agencies to provide economic development subsidies in the amount $100,000 or more where the local agency provides written notice through its website concerning the economic development subsidy and the information required under subsection (a) therein.

WHEREAS, in those instances where the Grant Funds equal $100,000 or more, the City has complied with all requirements of Government Code Section 53083.

WHEREAS, this Agreement has been reviewed by City with respect to applicability of the California Environmental Quality Act **(**"CEQA"**)**, the State CEQA Guidelines (California Code of Regulations, Title 14, §§ 15000 *et seq*., hereafter the "CEQA Guidelines"), and any applicable local CEQA policies and procedures and City has determined that this Agreement is not a "project" for purposes of CEQA, as that term is defined by CEQA Guidelines section 15378, because City has determined, in its discretion and based on substantial evidence, that this Agreement presents no potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment, or alternatively, even if it did constitute a project, it would be exempt pursuant to Section 15301 of the CEQA Guidelines (Class 1 exemption for minor alteration of existing public or private structures involving negligible or no expansion of existing use).

WHEREAS, in accordance with the City's Charter powers and Ordinance No. 24-2404, the City Council wishes to enter into this Agreement with Grantee to provide a grant in order to further the objectives of the Program, it being understood that Section 206 of the Charter allows the City to pursue economic development to the maximum degree permitted by the California Constitution.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and conditions contained herein, and upon acknowledgement of each of the Parties of the receipt of valuable consideration, it is agreed as follows:

AGREEMENT

SECTION 1: GRANT FUNDING; PAYMENT; PUBLIC BENEFITS

In lieu of disbursement of grant monies to Grantee, the Parties agree that City will disburse to Grantee's contractor an amount not to exceed $93,600 ("Grant Funds") for satisfactory completion of the Project upon submission by Grantee's contractor of the documentation required in Section 2 of Grantee's contract with its contractor (Exhibit B).

Under the Updated Program Guidelines, City funds are eligible for uses including but not limited to: installation of new or repair or replacement of exterior signs; installation of new or repair or replacement of awnings, canopies, or sunshades; painting or replace or repair exterior surface treatment; asphalt paving, replacement or repair of tiles or decorative pavers; sidewalk or courtyard repaving; repair or replacement of masonry walls or footings; outdoor lighting: installation of new exterior lighting fixtures or repair or replacement of existing exterior lighting fixtures; installation, repair or replacement of decorative or security fencing; replacement of plate glass windows; re-glazing of windows or change of window mullions with the approval of application by the City.

The City Council finds that the Program, as implemented in part through completion of the Project, will without limitation, stimulate commercial development within the City, increase jobs, decrease blight, and increase tax revenue to the City ("Public Benefits"). As an additional Public Benefit, where feasible for Grantee when hiring contractors to perform work for the Project, Grantee shall use commercially reasonable, good faith efforts to hire contractors whose principal address is located within the City of Carson.

SECTION 2: WORK COMPLETION; PREVAILING WAGES

2.1 SCOPE OF WORK AND SCHEDULE OF PERFORMANCE

Grantee agrees that it shall utilize the Grant Funds to pay for those improvements specified in the Scope of Work attached hereto and incorporated herein as Exhibit "A," which is at times referred to herein as the "Project," in accordance with Grantee's

completed application ("Application") on file at City Hall. No changes or additions to the Scope of Work will be permitted without prior written approval of the City's Contract Officer, and any changes made without the requisite approval will not be eligible for funding and will be deemed a material breach of this Agreement. All work toward such Project will be performed and completed (i) by Grantee entering into a contract with its selected contractor where the contract is substantially similar to the sample contract provided in Exhibit "B"; (ii) within and in accordance with the Updated Project Guidelines; (iii) by a State licensed contractor within the time period(s) established in Exhibit "C," the "Schedule of Performance" unless otherwise authorized by the City; and (iv) in accordance with approved construction documents as detailed in Exhibit "D," with Exhibits B, C and D attached hereto and incorporated herein by this reference. Grantee agrees to allow the City or its agents access to buildings and the storefront improvements at the Property, when convenient for the Parties, for inspection of the Project work. Such inspections shall not replace any required permit inspections by the City's Building Inspectors. All work which is not in conformance with the approved plans, design drawings and specifications shall be immediately remedied by the Grantee at Grantee's sole expense and deficient or improper work shall be replaced and made to comply with the approved plans, design drawings and specifications and the terms of the Agreement.

2.2 PREVAILING WAGES

Certain or all portions of the Project may be subject to prevailing wages under the Labor Code. More specifically, if the amount of the Grant Funds exceeds $1,000 and is 2% or more of the total cost of the Project, the below provisions will apply.

Grantee acknowledges that the construction and construction-related activities for the Project are subject to the California Prevailing Wage Law, and Grantee is required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations ("DIR") under Section 1720, *et seq*., of the California Labor Code for all covered work performed on the Project. The applicable prevailing rates are on file with, and open to inspection at, the Community & Economic Development Department (Special Projects Division) and is referred to and made a part hereof. Due to the fact that Prevailing Wage Law applies to construction work performed for the Project, the Grantee's contractor(s) shall submit weekly certified payrolls of all workers employed on the construction of the Project to the City in a form acceptable to the City. Grantee acknowledges the possibility of wage increases during construction work performed for the Project and that Grantee and/or its contractor(s) shall be responsible for paying such increases. Grantee acknowledges that it is aware of and shall comply with, and that its contractor(s) shall be aware of and shall comply with, the following sections of the California Labor Code: (i) Section 1725.5 requiring that all contractors and subcontractors performing work on the Project be registered with, and pay an annual fee to, the DIR prior to and during the performance of any work towards the Project; (ii) Section 1775 prescribing penalties for failure to pay prevailing wage rates; (iii) Section 1776 requiring the making, keeping, and disclosing of detailed certified payroll records and prescribing penalties for failure to do so; (iv) Section 1777.5 prescribing the terms and conditions for employing registered apprentices;

(v) Section 1810 providing that eight hours of labor shall constitute a day's work; and (vi) Section 1813 prescribing penalties for violations of the provisions concerning eight-hour work days and forty-hour work weeks. If Grantee violates the foregoing or any other Prevailing Wage Laws, Grantee shall be solely liable for the cost thereof and shall indemnify and hold the City officers, employees and agents harmless from any liability or penalties therefor. This Project will be developed and budgeted for assuming the payment of prevailing wages as needed.

2.3 PROJECT FUNDING

Grant Funds shall only be used to pay for the improvements as stipulated under the Scope of Work (Exhibit A) and in the time and manner specified under the Schedule of Performance (Exhibit C). It is incumbent upon the Grantee to ensure that Project is carried out in accordance with the Project's approved scope and timeline. Any deviation in the Scope of Work and/or Schedule of Performance must be approved by the City in advance and in writing. Work performed outside the specification of the Scope of Work and/or outside the timeframe established under the Schedule of Performance are not eligible for Grant Funds.

2.4 COVENANT FOR COMPLETION AND MAINTENANCE

Concurrent with execution of this Agreement, Grantee shall execute a Covenant for Completion and Maintenance to be recorded with the Los Angeles County Recorder's Office, a copy of which covenant is attached hereto and incorporated herein by this reference as Exhibit "E," requiring Grantee or its successors and assigns, to complete the Project in accordance with the Schedule of Performance (Exhibit "C"). The covenant will also require Grantee and its successors and assigns to maintain the design and paint colors established for the Property under this Agreement for a period of at least five (5) years from the date the Project is completed, as determined by the Citywide Façade Improvement Program manager or designee.

SECTION 3: AUDITS; MISUSE OF FUNDS

City reserves the right to designate its own employee representative(s) or its contracted representative(s) with a Certified Public Accounting firm who shall have the right to audit Grantee's accounting procedures and internal controls of Grantee's financial systems as they relate to the Grant Funds and to examine any cost, revenue, payment, claim, other records or supporting documentation resulting from any items set forth in this Agreement. Any such audit(s) shall be undertaken by City or its representative(s) at mutually agreed upon reasonable times and in conformance with generally accepted auditing standards. Grantee agrees to fully cooperate with any such audit(s).

If the Grantee, or Grantee's designated contractor should utilize the funds for anything other than as stated in the Application, the City may thereupon recover the entire amount of the Grant Funds from Grantee and/or the subsequent operator of the Property, together with reasonable attorney fees and costs incurred in enforcing this provision. This

provision shall **not** apply where the proposed changes are first reviewed and approved by the City. Approval shall not be unreasonably withheld to the extent the proposed changes are authorized in the Updated Program Guidelines.

SECTION 4: REMEDIES FOR BREACH

In the event the Grantee or any subsequent operator breaches Section 3 of this Agreement, in addition to all legal and equitable remedies available to the City, the City may thereupon deny any request(s) for reimbursement and/or recover the entire amount of the Grant Funds from the Grantee and/or the subsequent operator of the Property, together with reasonable attorney fees and costs incurred in enforcing this provision.

SECTION 5: INSURANCE AND INDEMNIFICATION.

5.1 INDEMNIFICATION

To the maximum extent permitted by law, the Grantee hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of the Grantee's performance or work hereunder (including any of its officers, agents, employees, contractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, or any loss of business in connection with construction over the course of completion of the Project and damage to City property, or any construction defect that may arise from City-provided design services or the Project's compliance with City-recommended designs, or any other liability that may arise from work performed on the Project pursuant to the contract between Grantee and its contractor, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. The Grantee's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Grantee or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

Indemnitees do not and shall not waive any rights that they may possess against the Grantee because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.

The Grantee, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.

5.2 INSURANCE.

A. Without limiting Grantee's obligations to City under Section 5.1, and prior to commencement of any construction toward the Project, Grantee shall obtain, provide and maintain at its own expense during the term of this Agreement (at times extending beyond the term), policies of insurance of the types and amounts described below and in a form satisfactory to City.

(i) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). Grantee shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form ISO CGL CG 00 01 or equivalent, in an amount not less than $2,000,000 per occurrence, $4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(ii) Worker's Compensation Insurance. Grantee shall maintain 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 Grantee 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 Grantee in the course of carrying out the work contemplated in this Agreement.

(iii) Automotive Insurance. Grantee shall maintain ISO Form Number CA 00 01 covering any auto (Code 1), or if the Grantee has no owned autos, covering hired (Code 8), and non-owned autos (Code 9), with limit no less than $1,000,000 combined single limit for each accident for bodily injury and property damage.

(iv) Flood Insurance. If the Property is located in a FEMA designated high-risk area (zones A or V), Grantee shall maintain flood insurance in an amount not less than the total cost of the improvements specified in the Scope of Work.

(v) Builder's Risk Insurance. Grantee 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. The City shall be included as a "loss payee" in the amount of the Grant Funds.

If the Grant Funds is less than $50,000, then at the option of City, an Installation Floater may be acceptable in lieu of Builder's Risk Insurance. For Contract Sum exceeding $50,000, an Installation Floater may still be considered in place of Builder's Risk based on the project scope, subject to approval by the City's Risk Manager. 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.

B. 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 the insured's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended, cancelled or non-renewed 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 Grantee shall, prior to the cancellation date, submit new evidence of insurance in conformance with this section to the Contract Officer. No work or services under this Agreement shall commence until the Grantee has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

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

SECTION 6: ADDITIONAL WORK

Nothing contained in this Agreement is intended to limit, restrict, or prohibit the Grantee from undertaking additional work in or about the subject premises, which is unrelated to the approved improvements provided for in this Agreement; provided,

however, that City approves such work in advance.

SECTION 7: TERM AND TERMINATION

7.1 TERM

This Agreement shall be binding upon the City and upon the Grantee and Grantee's successor(s) to the Property for a period of (2) two years after the Effective Date. It shall be the responsibility of the Grantee to inform subsequent owner(s)/lessee(s) of the Property of the provisions of this Agreement.

7.2 TERMINATION

The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Grantee, except that where termination is due to the fault of Grantee, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, Grantee 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) Grantee 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. Without limiting the generality of the foregoing, City may terminate this Agreement for cause where Grantee fails to cooperate or respond to communications from the City. In any such event, City may issue a 14-day notice requesting confirmation of continued participation in the Program and if Grantee does not respond within that period, the City may issue a termination letter which will serve as notice of termination of this Agreement. Immediately following termination of this Agreement for any reason, City and Owner must notify Owner's contractor in writing of such termination.

SECTION 8: DESIGNS

Notwithstanding any provision of this Agreement, Grantee is responsible for obtaining applicable design review approvals, obtaining all required permits, and complying with all applicable laws and Updated Program Guidelines. As part of the Program, City has offered Grantee complimentary design guidance services for the Project ("Design Guidance Services") and, unless Grantee indicates by checking the box below, Grantee agrees to utilize City's Design Guidance Services for the Project. Grantee utilizing the Program's complimentary design guidance are also subject to requirements of this section.

☐

By checking the box above, Grantee acknowledges that City has offered Grantee complimentary Design Guidance Services but Grantee has declined such services and instead, is electing to obtain its own licensed architect to prepare designs for the Project.

In so doing, Grantee understands and agrees that all designs prepared by Grantee's architect must comply with City's recommended designs for the Project.

SECTION 9: MISCELLANEOUS PROVISIONS

9.1 RECITALS.

All recitals in this Agreement are hereby incorporated into this Agreement as if set forth fully herein.

9.2 COVENANT AGAINST DISCRIMINATION.

Grantee covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that in the performance of this Agreement, there shall be no discrimination against or segregation of any person or group of persons on account of race, religious creed, color, gender, national origin, ancestry, physical disability, mental disability, medical condition, pregnancy, marital status, age, sexual orientation, or any other basis pertaining to a protected characteristic under applicable federal, state, or local law.

9.3 CONFLICTS OF INTEREST.

Grantee, its agents and employees shall comply with applicable federal, state, and local laws and regulations governing conflict of interest. Grantee covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that may be affected by its obligations to perform under this Agreement, or that would conflict in any manner with its obligations hereunder. Grantee further covenants that, in performing this Agreement, no person having any such interest shall be employed by it. Furthermore, Grantee shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this agreement. Grantee agrees not to accept any employment or representation during the term of this Agreement that is or may likely make Grantee "financially interested" (as provided in California Government Code Sections 1090 and 87100) in any decision made by City on any manner in connection with which Grantee has been retained pursuant to this Agreement.

9.4 WARRANTY AND REPRESENTATION OF NON-COLLUSION.

City hereby warrants and represents that no official, officer, agent or employee of the City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, agent or employee of the 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 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 interest found to be "remote" or "non interest" pursuant to California Government Code Sections 1091 and 1091.5. Grantee hereby 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, agent or employee, as a result or consequence of obtaining or being awarded any agreement. Grantee is aware of and understands that any such act(s), omission(s), or other conduct resulting in the payment of money, consideration, or other thing of value will render this Agreement void and of no force and effect.

Grantee Representative Initials _____

9.5 PROHIBITED AND PERMITTED USE OF FUNDS.

Grantee acknowledges and understands that it is prohibited from using the Grant Funds for any purpose that is not permitted under the Updated Program Guidelines. Grantee agrees to use Grant Funds only for the purpose stated in Grantee's application and for the purpose of completion of the Project.

9.6 FALSE STATEMENTS.

Grantee understands that making false statements or claims in connection with this Agreement is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

9.7 NOTICES.

All notices, demands, invoices, and communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

To City:
City of Carson
701 East Carson Street
Carson, CA 90745
Attn: James Nguyen, Special Projects Manager
Email: jnguyen@carsonca.gov

To Grantee:
Troylan Deguzman & Jennifer Deguzman
2651 E Carson Street
Carson, CA 90810
Email: Jenniferdpangan@yahoo.com
Phone: (310) 801 - 1794

9.8 SEVERABILITY.

Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed and all remaining provisions of this Agreement shall remain enforceable

to the fullest extent permitted by law.

9.9 CORPORATE AUTHORITY.

The persons executing this Agreement on behalf of the Parties warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this 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.

9.10 GRANTEE REPRESENTATIVE AND CITY'S CONTRACT OFFICER.

The following principal(s) and/or representative(s) of Grantee is/are hereby designated as the person(s) authorized to act on Grantee's behalf with respect to this Agreement and to make all decisions in connection herewith:

Troylan Deguzman & Jennifer Deguzman, Owner

James Nguyen, Special Projects Manager, or such person as may be designated by the City Manager, is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and Project specified herein and to make all decisions in connection therewith ("Contract Officer").

9.11 WAIVER.

The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

9.12 GOVERNING LAW AND VENUE.

This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.

9.13 INTERPRETATION.

Grantee acknowledges that it has had ample opportunity seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.

9.14 TIME OF ESSENCE.

Time is of the essence of this Agreement.

9.15 THIRD PARTIES.

Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."

9.16 NON-LIABILITY OF OFFICIALS AND EMPLOYEES OF THE CITY.

No official or employee of the City shall be personally liable for any default or liability under this Agreement.

9.17 COUNTERPARTS AND SIGNATURES.

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, will be deemed to constitute one and the same agreement. The facsimile, email or other electronically delivered signatures of the Parties shall be deemed to constitute original signatures.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written.

CITY:

CITY OF CARSON, a California charter city

_____
David C. Roberts, Jr., City Manager

ATTEST:

_____
Dr. Khaleah R. Bradshaw, City Clerk

APPROVED AS TO FORM:
Aleshire & Wynder, LLP

_____
Sunny K. Soltani, City Attorney

GRANTEE:

_____

_____
Name:

_____
Title:

_____
Name:

_____
Title:

***Two corporate officer signatures required when Grantee 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.**

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.

On _____, 2026 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.

On _____, 2026 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 WORK

Commercial Façade Improvement Program

Name: Troylan Deguzman & Jennifer Deguzman	Tel. No.: 310-830-7600 #1306
Address: 2651 E Carson St.	Date: 05/05/2026

All work is to be done per City of Carson building, planning, and public works codes after submission of all applicable contractor's licenses to the City's Contract Officer. In order to establish standards of quality, the detailed specifications may refer to a certain product by name and/or from a major manufacturer. This procedure is not to be construed as eliminating from competition of other product of equal or better quality by other manufacturers. The Grantee shall furnish a list of proposed desired substitutions prior to signing of the contract. All items listed on work write-up, unless otherwise specified, shall include all finish work, including all trim hardware, patching, and finish painting and/or staining. All overhead and profit should be included in each line item. Use of lead-based paint is prohibited. Removal or work on asbestos and lead containing materials is subject to applicable federal, state, and local regulations.

Any questions regarding this project, the plans, and specifications should be submitted to Miguel Rameriz at mramirez@carsonca.gov.

WORK DESCRIPTION AND STANDARD SPECIFICATIONS

Attached images are from the Bid Proposal Form
Case# CRP-2510
Dated: October 27, 2025.
File Name: DAN P3 Pages, 31- 35

CITY OF CARSON
Commercial Rehabilitation Program

WORK DESCRIPTION AND BID PROPOSAL FORM

Name:	City of Carson	Case No.:	CRP-2510
Address:	2651 E. Carson Street	Tel. No.:	(310) 830-7600 #1306
City:	Carson, CA 90810	Date:	October 27, 2025

All work is to be done per City of Carson building, planning, and public works codes. In order to establish standards of quality, the detailed specifications may refer to a certain product by name and/or from a major manufacturer. This procedure is not to be construed as eliminating from competition of other product of equal or better quality by other manufacturers. The contractor shall furnish a list of proposed desired substitutions with bid proposal. All items listed on work write-up, unless otherwise specified, shall include all finish work, including all trim hardware, patching, and finish painting and/or staining to the immediate area. All overhead and profit should be included in each line item. Use of lead-based paint is prohibited. Removal or work on lead and asbestos containing materials is subject to applicable federal, state and local regulations.

Any questions regarding this project, the plans, and specifications should be made to Miguel Ramirez at (310) 830-7600 #1306.

WORK DESCRIPTION AND STANDARD SPECIFICATIONS	ESTIMATE
ITEM DESCRIPTION:	**ESTIMATE:**

1. **Demolition:**
   - Remove existing metal awning, wall mounted sign, address identifiers, alarm box, and electrical with conduit as required.
   - Remove any items necessary to complete the improvements as shown on the attached conceptual drawings.

   NOTE: Contractor shall be responsible for hauling away all material debris and leaving the site in a broom clean condition on a DAILY basis. Contractor shall provide full pedestrian protection during remodeling in accordance with City of Carson code requirements and shall ensure business is in operation during business hours.

   Contractor shall also protect the existing roof, roof scuppers, utility meters, parking lot, and all areas not to be rehabilitated.

   Owner to be responsible for the temporary removal of any items within 5 feet of area to be rehabilitated. Owner shall contact their alarm company for temporary disconnection and reconnection of alarm system at owner's expense.

   $ 9000

2. **Electrical:**
   Contractor shall install new electrical junction boxes to accommodate three (3) new gooseneck light fixtures. Electrical shall include new concealed conduit, wiring, breaker, separate light switch, light circuit with timer, and sub-panel (if needed). All work to be in accordance with Local Building Code.

   $ 5000

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3. **Architectural Foam:** $ 6000
Install new decorative 8" foam trim molding with stucco finish by VEFO Products or approved equal at the front and side of the property as indicated on attached conceptual drawings. Contractor shall prime and paint the newly installed foam with exterior grade paint. Foam to be attached to the building in strict accordance with the manufacturers' specifications.

4. **Metal Wall Cap:** $ 5500
Contractor shall install a new sheet metal wall cap on the front and side of the existing parapet wall. Contractor shall prime and paint the newly installed wall caps with exterior grade paint. Wall cap to be painted with a minimum of two coats of paint or until an even finish is achieved.

5. **Metal Awning:** $ 7900
Contractor shall install two (2) new metal awnings with standing seam metal roof and aluminum framing over existing overhang at the side of the property. New metal awning design, color, configuration, and location to be in accordance to the attached conceptual drawing.

NOTE: Contractor shall submit and pay for any construction/engineer drawings as indicated by the Building Department. Installation to be in strict accordance with the manufacturer.

6. **Exterior Paint:** $ 13500
Prepare the accent trim, foam molding, wall cap, awnings, walls, and any other surface that require paint on the exterior of the building to receive new fresh paint. Pull all nails and tacks; fill all holes and cracks; scrape smooth all rough or paint curled surfaces; and apply primer to all bare or exposed wood or metal. Paint all areas with appropriate exterior grade paint minimum 2 coats or until an even finish is achieved in accordance with the attached conceptual drawings. Final colors to be approved by the Planning Department prior to application.

Foam, wall cap, awnings	Sherwin-Williams SW White
Walls	Sherwin-Williams SW 6966 Teal Stencil

NOTE: As part of this line-item contractor shall replace any damaged vents on the front or side of the property to be rehabilitated. Contractor shall also pressure wash existing walkways upon application of paint.

7. **Barrel Planters:** $ 6900
Contractor shall install two (2) new half barrel type planters with two 5gal. Blue Foxtail Agave and eight 1 gal. Variegated Purple Heart plants as indicated on attached Landscape Plan. Barrel planters shall be anchored to the concrete. All work to be in accordance to Local Building Code, Planning Code, and Landscape Plan.

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8. **Wood Fence:** $ 10300
Contractor shall remove existing chain link fence and preserve the existing posts. Contractor shall then install a new wood fence in the same location. Fence height and material to be approved by the Planning Department prior to installation.

9. **Exterior Lighting:** $ 4000
Provide and install three (3) new Galvanized colored Gooseneck light fixture by Hi-Lite Mfg. H15620 or approved equal. Gooseneck light fixtures location to be approved by the Planning Department prior to installation. All lighting is required to be UL approved and in accordance to Local Building Code.

10. **Address Identifiers:** $ 2000
Contractor shall install new non-lit channel letter numerical identifiers "2651" at the front of building. Identifiers shall be in a font and color that complement the new building colors (8 inches in height). Color and font to be approved by the owner and submitted to the Planning Department for final approval.

11. **Business Sign:** $ 16500
Contractor shall install a new layered sign indicating "DOMINGUEZ LAVANDERIA". New layered sign shall be front lite by the gooseneck lights. Contractor to submit construction and design drawings to the Building and Planning Department for approval prior to installation. Owner to approve lettering prior to fabrication. All work to be in accordance to Local Building Code.

CITY FEES:

12. **Insurance and Mobilization:** $ 5000
Contractor shall obtain all necessary insurances in accordance to City regulations and shall add the City of Carson as an additional insured. Bid price to include any related storage fees and mobilization of materials and equipment/tools.

13. **Building Permits with Associated Fees and City Business License:** $ 2000
Obtain and pay for Carson building permits, business license, and inspections.

NOTE:

All work shall include the protection of buildings as well as maintaining the premises clean at all times. All debris resulting from any work conducted in connection with this contract shall be the property of the contractor, who is responsible for its timely removal and lawful disposal. Work site shall be maintained in a clean and orderly manner, and upon completion, property shall be left in a "broom clean" condition.

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PROJECT TOTAL: $ 93600

NOTE: I HAVE REVIEWED THE ABOVE WORK DESCRIPTION AND SPECIFICATIONS AND UNDERSTAND THAT ANY CHANGES OR ADDITIONS MUST HAVE PRIOR APPROVAL BY THE CITY OF CARSON TO BE ELIGIBLE FOR FUNDING. I ALSO UNDERSTAND THAT THE TOTAL COST OF REPAIRS CANNOT EXCEED THE AMOUNT AWARDED BY THE CITY, THEREFORE ALL ITEMS INCLUDED ON THE ABOVE LIST MAY NOT BE COMPLETED UNDER THIS PROGRAM.

Owner Signature:	Date:

The undersigned, having become thoroughly familiar with the terms and conditions of the proposed Contract Documents and with local conditions affecting the performance and costs of the work at the place where the work is to be completed, and having fully inspected the site in all particulars, hereby proposed and agree to fully perform the work within the time stated and in strict accordance with the proposed Contract Document including furnishing of any and all labor, materials, services necessary equipment and to do all work required to construct, and complete said work in accordance with the Contract Documents for the sum of money as indicated on the Work Description and Bid Proposal Form and summarized as follows:

Ninety three thousand six hundred Dollars, ($ 93600)
Price In Words *Price In Numbers*

If awarded the contract, the bidder agrees to present the following documents to the City of Carson prior to the issuance of the Notice to Proceed: Valid certificates covering Auto, Liability, and Worker's Compensation insurance including the City of Carson as additionally insured.

It is further agreed that if awarded this contract, no advances or down payments will be issued to contractor and 10% of all requested payouts would be retained until the project is completed to the approval of the owner and all approving agents. Completion of this project will require 60 calendar days.

Contractor: Dan Contractor	Lic. No. & Class.: 818083
Signature:	Phone No.: 5628246128
Address: 1328 N catalina st orange	

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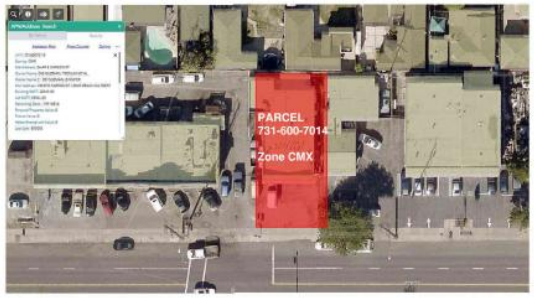
Proposed Facade Improvements

General Notes:
1. Lavanderia building is approx 2,474 sf in area and 15'-0" H
2. At left side yard of Lavanderia, remove existing chain-link fencing and replace with wood fence. Reuse existing fence posts. Approx. 7' H x 16' L
3. Planters to include drought tolerant plants.
4. Sign vendor to finalize sign designs. Sign shown in renderings is considered a place holder for final professional sign design, from sign vendor.
4. Replace (E) banner sign with layered, LED front lit sign.

Existing Dominguez Lavanderia



Parcel Map

Disclaimer:
This is not a construction document or building permit. This is a conceptual design & rendering only.

CITY OF CARSON STOREFRONT IMPROVEMENT PROGRAM

BLOCK 3 - Parcel 731-600-7014
Dominguez Lavanderia
2651 East Carson Street - Carson, CA

EAST CARSON CORRIDOR DESIGN CONCEPT
August 11, 2025

Mour Group Engineering + Design
6593 RIVERDALE STREET
SAN DIEGO, CA 92120
TEL: 619.727.4800

NOTE:

Grantee must obtain and pay for City of Carson building permits, business license, and inspections.

All work shall include the protection of building as well as maintaining the premises clean at all times.

All debris resulting from any work conducted in connection with this contract shall be the property of the Grantee, who is responsible for its timely removal and lawful disposal. Work site shall be maintained in a clean and orderly manner, and upon completion, property shall be left in a "broom clean" condition.

EXHIBIT "B"
SAMPLE CONTRACTOR AGREEMENT

EXHIBIT "C"
SCHEDULE OF PERFORMANCE

PERMITS: Before commencement of any Project work, Grantee and its contractor shall obtain any and all permits and approvals which may be required by the City or any other governmental agency with jurisdiction. Execution of this Agreement by City shall not be construed as any commitment by City to issue any permits and Grantee and its contractor must obtain all permits pursuant to the City's standard process and requirements.

COMMENCEMENT OF PROJECT WORK: Grantee agrees that the Project work shall not commence until all permits are issued and City has issued a Notice to Proceed and delivered same to Grantee ("Notice to Proceed").

In lieu of disbursement of grant monies to Grantee, the Parties agree that City will disburse to Grantee's contractor an amount not to exceed $93,600 ("Grant Funds") for satisfactory completion of the Project upon submission by Grantee's contractor of the documentation required in Section 2 of Grantee's contract with its contractor (Exhibit B).

CONSTRUCTION SCHEDULE: The Project work shall commence not later than ten (10) days after the City issues the Notice to Proceed to Grantee and its contractor, and shall be completed within ninety (90) days thereafter except as stated otherwise or as mutually agreed in writing by Grantee and City. The Project work shall be deemed complete upon written notification specifying that the Project work has been completed issued by the Citywide Façade Improvement Program manager or designee and delivered to Grantee.

The City shall make reasonable efforts to coordinate construction activities with Grantee to minimize disruption to the operation of the business to the maximum extent practicable.

At the City's sole discretion, the schedule may be modified subject to the approval of the City's Program Manager or his/her designee.

EXHIBIT "D"

APPROVED CONSTRUCTION DOCUMENTS

[TO BE INSERTED SEPARATELY]

EXHIBIT "E"

COVENANT FOR COMPLETION AND MAINTENANCE

FAÇADE IMPROVEMENT PROGRAM GRANT AGREEMENT

[ECONOMIC DEVELOPMENT BENEFIT AGREEMENT FOR EAST CARSON CORRIDOR]

This Façade Improvement Program Grant Agreement ("Agreement") is entered into effective _____, 2026 ("Effective Date"), by and between the CITY OF CARSON, a charter city and municipal corporation (the "City"), on the one hand, and Noemi Barboza ("Grantee"), owner of property located at 2659 E Carson St., Carson, California ("Property"), on the other hand. The parties hereto are collectively referred to as the "Parties."

RECITALS

WHEREAS, on June 21, 2022, the City passed Resolution No. 22-131 which established a Citywide Commercial Facade Improvement Program (the "Program") pursuant to the adopted Carson Façade Improvement Program Guidelines ("Program Guidelines") for the public purpose of encouraging the improvement, stimulation and revitalization of the exterior facades of existing commercial buildings in various commercial corridors such as along Avalon Boulevard, Main Street, Sepulveda Boulevard, Carson Street, and Figueroa Street.

WHEREAS, the Program is administered by the City and funded by City's General Fund pursuant to an authorized allocation made by the City Council during the City's budget adoption process.

WHEREAS, on _____, 2026, the City Council approved changes to the Program by adopting a modified version of the Program Guidelines ("Updated Program Guidelines") which now contains a no match requirement for certain businesses located on the north side of Carson Street between Harbor View Avenue and Santa Fe Avenue.

WHEREAS, on November 6, 2018, City's voters approved a new Charter for the City which included a comprehensive set of economic development incentives and programs to promote the development of the City of Carson given the unique environmental constraints, to create jobs and to preserve the sound fiscal basis of City. City has determined that under the Charter, City has broad economic development powers to enact measures, to enter into agreements, and to loan, grant, fund, or finance projects which will provide public benefit and protect the public health, safety and welfare of the community, which programs may be carried out singly or in combination in a manner to promote the economic development objectives set forth in Section 206 of the Charter, which specifically allows for the use of "Tax and Assistance Agreements" for sales taxes, transient occupancy taxes, utility taxes or other taxes to be shared with the generator, and rebates or waivers of franchise fees, business license fees, development impact fees, or other revenue sources, or any other economic development subsidy, after a public hearing

identifying the amount and terms of such assistance and the justification for such assistance.

WHEREAS, on March 19, 2024, the City Council adopted Ordinance No. 24-2404 in furtherance of Section 206 of the Charter, specifically authorizing the City to pursue economic development activities by entering into agreements for provision of loans or grants to certain commercial property owners.

WHEREAS, the incentives provided in this Agreement are intended by the City to be consistent with and promote the purposes of Section 206 of the Charter, Ordinance No. 24-2404 and the Updated Program Guidelines by City providing a grant to Grantee for the purpose of, without limitation, stimulating commercial development within the City, increasing jobs, decreasing blight, and increasing tax revenue to the City. This Agreement has been approved by the City Council following all legally required notices and public hearings.

WHEREAS, the Property is a commercial business located within the geographical limits contemplated under the Updated Program Guidelines and is eligible for participation in the Program.

WHEREAS, under the Updated Program Guidelines, the City is authorized to provide grants to commercial businesses with no match requirements from eligible applicants.

WHEREAS, Section 206 of the Carson Charter is consistent with Government Code Section 53083 which authorizes local agencies to provide economic development subsidies in the amount $100,000 or more where the local agency provides written notice through its website concerning the economic development subsidy and the information required under subsection (a) therein.

WHEREAS, in those instances where the Grant Funds equal $100,000 or more, the City has complied with all requirements of Government Code Section 53083.

WHEREAS, this Agreement has been reviewed by City with respect to applicability of the California Environmental Quality Act **(**"CEQA"**)**, the State CEQA Guidelines (California Code of Regulations, Title 14, §§ 15000 *et seq*., hereafter the "CEQA Guidelines"), and any applicable local CEQA policies and procedures and City has determined that this Agreement is not a "project" for purposes of CEQA, as that term is defined by CEQA Guidelines section 15378, because City has determined, in its discretion and based on substantial evidence, that this Agreement presents no potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment, or alternatively, even if it did constitute a project, it would be exempt pursuant to Section 15301 of the CEQA Guidelines (Class 1 exemption for minor alteration of existing public or private structures involving negligible or no expansion of existing use).

WHEREAS, in accordance with the City's Charter powers and Ordinance No. 24-2404, the City Council wishes to enter into this Agreement with Grantee to provide a grant in order to further the objectives of the Program, it being understood that Section 206 of the Charter allows the City to pursue economic development to the maximum degree permitted by the California Constitution.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and conditions contained herein, and upon acknowledgement of each of the Parties of the receipt of valuable consideration, it is agreed as follows:

AGREEMENT

SECTION 1: GRANT FUNDING; PAYMENT; PUBLIC BENEFITS

In lieu of disbursement of grant monies to Grantee, the Parties agree that City will disburse to Grantee's contractor an amount not to exceed $142,600 ("Grant Funds") for satisfactory completion of the Project upon submission by Grantee's contractor of the documentation required in Section 2 of Grantee's contract with its contractor (Exhibit B).

Under the Updated Program Guidelines, City funds are eligible for uses including but not limited to: installation of new or repair or replacement of exterior signs; installation of new or repair or replacement of awnings, canopies, or sunshades; painting or replace or repair exterior surface treatment; asphalt paving, replacement or repair of tiles or decorative pavers; sidewalk or courtyard repaving; repair or replacement of masonry walls or footings; outdoor lighting: installation of new exterior lighting fixtures or repair or replacement of existing exterior lighting fixtures; installation, repair or replacement of decorative or security fencing; replacement of plate glass windows; re-glazing of windows or change of window mullions with the approval of application by the City.

The City Council finds that the Program, as implemented in part through completion of the Project, will without limitation, stimulate commercial development within the City, increase jobs, decrease blight, and increase tax revenue to the City ("Public Benefits"). As an additional Public Benefit, where feasible for Grantee when hiring contractors to perform work for the Project, Grantee shall use commercially reasonable, good faith efforts to hire contractors whose principal address is located within the City of Carson.

SECTION 2: WORK COMPLETION; PREVAILING WAGES

2.1 SCOPE OF WORK AND SCHEDULE OF PERFORMANCE

Grantee agrees that it shall utilize the Grant Funds to pay for those improvements

specified in the Scope of Work attached hereto and incorporated herein as Exhibit "A," which is at times referred to herein as the "Project," in accordance with Grantee's completed application ("Application") on file at City Hall. No changes or additions to the Scope of Work will be permitted without prior written approval of the City's Contract Officer, and any changes made without the requisite approval will not be eligible for funding and will be deemed a material breach of this Agreement. All work toward such Project will be performed and completed (i) by Grantee entering into a contract with its selected contractor where the contract is substantially similar to the sample contract provided in Exhibit "B"; (ii) within and in accordance with the Updated Project Guidelines; (iii) by a State licensed contractor within the time period(s) established in Exhibit "C," the "Schedule of Performance" unless otherwise authorized by the City; and (iv) in accordance with approved construction documents as detailed in Exhibit "D," with Exhibits B, C and D attached hereto and incorporated herein by this reference. Grantee agrees to allow the City or its agents access to buildings and the storefront improvements at the Property, when convenient for the Parties, for inspection of the Project work. Such inspections shall not replace any required permit inspections by the City's Building Inspectors. All work which is not in conformance with the approved plans, design drawings and specifications shall be immediately remedied by the Grantee at Grantee's sole expense and deficient or improper work shall be replaced and made to comply with the approved plans, design drawings and specifications and the terms of the Agreement.

2.2 PREVAILING WAGES

Certain or all portions of the Project may be subject to prevailing wages under the Labor Code. More specifically, if the amount of the Grant Funds exceeds $1,000 and is 2% or more of the total cost of the Project, the below provisions will apply.

Grantee acknowledges that the construction and construction-related activities for the Project are subject to the California Prevailing Wage Law, and Grantee is required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations ("DIR") under Section 1720, *et seq*., of the California Labor Code for all covered work performed on the Project. The applicable prevailing rates are on file with, and open to inspection at, the Community & Economic Development Department (Special Projects Division) and is referred to and made a part hereof. Due to the fact that Prevailing Wage Law applies to construction work performed for the Project, the Grantee's contractor(s) shall submit weekly certified payrolls of all workers employed on the construction of the Project to the City in a form acceptable to the City. Grantee acknowledges the possibility of wage increases during construction work performed for the Project and that Grantee and/or its contractor(s) shall be responsible for paying such increases. Grantee acknowledges that it is aware of and shall comply with, and that its contractor(s) shall be aware of and shall comply with, the following sections of the California Labor Code: (i) Section 1725.5 requiring that all contractors and subcontractors performing work on the Project be registered with, and pay an annual fee to, the DIR prior to and during the performance of any work towards the Project; (ii) Section 1775 prescribing penalties for failure to pay prevailing wage rates; (iii) Section 1776 requiring the making, keeping, and disclosing of

detailed certified payroll records and prescribing penalties for failure to do so; (iv) Section 1777.5 prescribing the terms and conditions for employing registered apprentices; (v) Section 1810 providing that eight hours of labor shall constitute a day's work; and (vi) Section 1813 prescribing penalties for violations of the provisions concerning eight-hour work days and forty-hour work weeks. If Grantee violates the foregoing or any other Prevailing Wage Laws, Grantee shall be solely liable for the cost thereof and shall indemnify and hold the City officers, employees and agents harmless from any liability or penalties therefor. This Project will be developed and budgeted for assuming the payment of prevailing wages as needed.

2.3 PROJECT FUNDING

Grant Funds shall only be used to pay for the improvements as stipulated under the Scope of Work (Exhibit A) and in the time and manner specified under the Schedule of Performance (Exhibit C). It is incumbent upon the Grantee to ensure that Project is carried out in accordance with the Project's approved scope and timeline. Any deviation in the Scope of Work and/or Schedule of Performance must be approved by the City in advance and in writing. Work performed outside the specification of the Scope of Work and/or outside the timeframe established under the Schedule of Performance are not eligible for Grant Funds.

2.4 COVENANT FOR COMPLETION AND MAINTENANCE

Concurrent with execution of this Agreement, Grantee shall execute a Covenant for Completion and Maintenance to be recorded with the Los Angeles County Recorder's Office, a copy of which covenant is attached hereto and incorporated herein by this reference as Exhibit "E," requiring Grantee or its successors and assigns, to complete the Project in accordance with the Schedule of Performance (Exhibit "C"). The covenant will also require Grantee and its successors and assigns to maintain the design and paint colors established for the Property under this Agreement for a period of at least five (5) years from the date the Project is completed, as determined by the Citywide Façade Improvement Program manager or designee.

SECTION 3: AUDITS; MISUSE OF FUNDS

City reserves the right to designate its own employee representative(s) or its contracted representative(s) with a Certified Public Accounting firm who shall have the right to audit Grantee's accounting procedures and internal controls of Grantee's financial systems as they relate to the Grant Funds and to examine any cost, revenue, payment, claim, other records or supporting documentation resulting from any items set forth in this Agreement. Any such audit(s) shall be undertaken by City or its representative(s) at mutually agreed upon reasonable times and in conformance with generally accepted auditing standards. Grantee agrees to fully cooperate with any such audit(s).

If the Grantee, or Grantee's designated contractor should utilize the funds for anything other than as stated in the Application, the City may thereupon recover the entire

amount of the Grant Funds from Grantee and/or the subsequent operator of the Property, together with reasonable attorney fees and costs incurred in enforcing this provision. This provision shall **not** apply where the proposed changes are first reviewed and approved by the City. Approval shall not be unreasonably withheld to the extent the proposed changes are authorized in the Updated Program Guidelines.

SECTION 4: REMEDIES FOR BREACH

In the event the Grantee or any subsequent operator breaches Section 3 of this Agreement, in addition to all legal and equitable remedies available to the City, the City may thereupon deny any request(s) for reimbursement and/or recover the entire amount of the Grant Funds from the Grantee and/or the subsequent operator of the Property, together with reasonable attorney fees and costs incurred in enforcing this provision.

SECTION 5: INSURANCE AND INDEMNIFICATION.

5.1 INDEMNIFICATION

To the maximum extent permitted by law, the Grantee hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of the Grantee's performance or work hereunder (including any of its officers, agents, employees, contractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, or any loss of business in connection with construction over the course of completion of the Project and damage to City property, or any construction defect that may arise from City-provided design services or the Project's compliance with City-recommended designs, or any other liability that may arise from work performed on the Project pursuant to the contract between Grantee and its contractor, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. The Grantee's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Grantee or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

Indemnitees do not and shall not waive any rights that they may possess against the Grantee because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.

The Grantee, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.

5.2 INSURANCE.

A. Without limiting Grantee's obligations to City under Section 5.1, and prior to commencement of any construction toward the Project, Grantee shall obtain, provide and maintain at its own expense during the term of this Agreement (at times extending beyond the term), policies of insurance of the types and amounts described below and in a form satisfactory to City.

(i) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). Grantee shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form ISO CGL CG 00 01 or equivalent, in an amount not less than $2,000,000 per occurrence, $4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(ii) Worker's Compensation Insurance. Grantee shall maintain 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 Grantee 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 Grantee in the course of carrying out the work contemplated in this Agreement.

(iii) Automotive Insurance. Grantee shall maintain ISO Form Number CA 00 01 covering any auto (Code 1), or if the Grantee has no owned autos, covering hired (Code 8), and non-owned autos (Code 9), with limit no less than $1,000,000 combined single limit for each accident for bodily injury and property damage.

(iv) Flood Insurance. If the Property is located in a FEMA designated high-risk area (zones A or V), Grantee shall maintain flood insurance in an amount not less than the total cost of the improvements specified in the Scope of Work.

(v) Builder's Risk Insurance. Grantee 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. The City shall be included as a "loss payee" in the amount of the Grant Funds.

If the Grant Funds is less than $50,000, then at the option of City, an Installation Floater may be acceptable in lieu of Builder's Risk Insurance. For Contract Sum exceeding $50,000, an Installation Floater may still be considered in place of Builder's Risk based on the project scope, subject to approval by the City's Risk Manager. 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.

B. 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 the insured's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended, cancelled or non-renewed 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 Grantee shall, prior to the cancellation date, submit new evidence of insurance in conformance with this section to the Contract Officer. No work or services under this Agreement shall commence until the Grantee has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

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

SECTION 6: ADDITIONAL WORK

Nothing contained in this Agreement is intended to limit, restrict, or prohibit the Grantee from undertaking additional work in or about the subject premises, which is

unrelated to the approved improvements provided for in this Agreement; provided, however, that City approves such work in advance.

SECTION 7: TERM AND TERMINATION

7.1 TERM

This Agreement shall be binding upon the City and upon the Grantee and Grantee's successor(s) to the Property for a period of (2) two years after the Effective Date. It shall be the responsibility of the Grantee to inform subsequent owner(s)/lessee(s) of the Property of the provisions of this Agreement.

7.2 TERMINATION

The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Grantee, except that where termination is due to the fault of Grantee, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, Grantee 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) Grantee 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. Without limiting the generality of the foregoing, City may terminate this Agreement for cause where Grantee fails to cooperate or respond to communications from the City. In any such event, City may issue a 14-day notice requesting confirmation of continued participation in the Program and if Grantee does not respond within that period, the City may issue a termination letter which will serve as notice of termination of this Agreement. Immediately following termination of this Agreement for any reason, City and Owner must notify Owner's contractor in writing of such termination.

SECTION 8: DESIGNS

Notwithstanding any provision of this Agreement, Grantee is responsible for obtaining applicable design review approvals, obtaining all required permits, and complying with all applicable laws and Updated Program Guidelines. As part of the Program, City has offered Grantee complimentary design guidance services for the Project ("Design Guidance Services") and, unless Grantee indicates by checking the box below, Grantee agrees to utilize City's Design Guidance Services for the Project. Grantee utilizing the Program's complimentary design guidance are also subject to requirements of this section.

☐

By checking the box above, Grantee acknowledges that City has offered Grantee complimentary Design Guidance Services but Grantee has declined such services and

instead, is electing to obtain its own licensed architect to prepare designs for the Project. In so doing, Grantee understands and agrees that all designs prepared by Grantee's architect must comply with City's recommended designs for the Project.

SECTION 9: MISCELLANEOUS PROVISIONS

9.1 RECITALS.

All recitals in this Agreement are hereby incorporated into this Agreement as if set forth fully herein.

9.2 COVENANT AGAINST DISCRIMINATION.

Grantee covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that in the performance of this Agreement, there shall be no discrimination against or segregation of any person or group of persons on account of race, religious creed, color, gender, national origin, ancestry, physical disability, mental disability, medical condition, pregnancy, marital status, age, sexual orientation, or any other basis pertaining to a protected characteristic under applicable federal, state, or local law.

9.3 CONFLICTS OF INTEREST.

Grantee, its agents and employees shall comply with applicable federal, state, and local laws and regulations governing conflict of interest. Grantee covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that may be affected by its obligations to perform under this Agreement, or that would conflict in any manner with its obligations hereunder. Grantee further covenants that, in performing this Agreement, no person having any such interest shall be employed by it. Furthermore, Grantee shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this agreement. Grantee agrees not to accept any employment or representation during the term of this Agreement that is or may likely make Grantee "financially interested" (as provided in California Government Code Sections 1090 and 87100) in any decision made by City on any manner in connection with which Grantee has been retained pursuant to this Agreement.

9.4 WARRANTY AND REPRESENTATION OF NON-COLLUSION.

City hereby warrants and represents that no official, officer, agent or employee of the City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, agent or employee of the 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 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 interest found to be "remote" or "non interest" pursuant to California Government Code Sections 1091 and 1091.5.

Grantee hereby 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, agent or employee, as a result or consequence of obtaining or being awarded any agreement. Grantee is aware of and understands that any such act(s), omission(s), or other conduct resulting in the payment of money, consideration, or other thing of value will render this Agreement void and of no force and effect.

Grantee Representative Initials _____

9.5 PROHIBITED AND PERMITTED USE OF FUNDS.

Grantee acknowledges and understands that it is prohibited from using the Grant Funds for any purpose that is not permitted under the Updated Program Guidelines. Grantee agrees to use Grant Funds only for the purpose stated in Grantee's application and for the purpose of completion of the Project.

9.6 FALSE STATEMENTS.

Grantee understands that making false statements or claims in connection with this Agreement is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

9.7 NOTICES.

All notices, demands, invoices, and communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

To City:
City of Carson
701 East Carson Street
Carson, CA 90745
Attn: James Nguyen, Special Projects Manager
Email: jnguyen@carsonca.gov

To Grantee:
Noemi Barboza
2659 E Carson Street
Carson, CA 90810
Email: noemitaxservice@hotmail.com
Phone: (626) 665 - 2584

9.8 SEVERABILITY.

Any provision of this Agreement that is found invalid or unenforceable shall be

deemed severed and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.

9.9 CORPORATE AUTHORITY.

The persons executing this Agreement on behalf of the Parties warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this 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.

9.10 GRANTEE REPRESENTATIVE AND CITY'S CONTRACT OFFICER.

The following principal(s) and/or representative(s) of Grantee is/are hereby designated as the person(s) authorized to act on Grantee's behalf with respect to this Agreement and to make all decisions in connection herewith:

Noemi Barboza, Owner

James Nguyen, Special Projects Manager, or such person as may be designated by the City Manager, is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and Project specified herein and to make all decisions in connection therewith ("Contract Officer").

9.11 WAIVER.

The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

9.12 GOVERNING LAW AND VENUE.

This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.

9.13 INTERPRETATION.

Grantee acknowledges that it has had ample opportunity seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.

9.14 TIME OF ESSENCE.

Time is of the essence of this Agreement.

9.15 THIRD PARTIES.

Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."

9.16 NON-LIABILITY OF OFFICIALS AND EMPLOYEES OF THE CITY.

No official or employee of the City shall be personally liable for any default or liability under this Agreement.

9.17 COUNTERPARTS AND SIGNATURES.

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, will be deemed to constitute one and the same agreement. The facsimile, email or other electronically delivered signatures of the Parties shall be deemed to constitute original signatures.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written.

CITY:

CITY OF CARSON, a California charter city

_____
David C. Roberts, Jr., City Manager

ATTEST:

_____
Dr. Khaleah R. Bradshaw, City Clerk

APPROVED AS TO FORM:
Aleshire & Wynder, LLP

_____
Sunny K. Soltani, City Attorney

GRANTEE:

_____

_____
Name:

_____
Title:

_____
Name:

_____
Title:

***Two corporate officer signatures required when Grantee 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.**

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.

On _____, 2026 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.

On _____, 2026 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 WORK

Commercial Façade Improvement Program

Name: Noemi Barboza	Tel. No.: 310-830-7600 #1306
Address: 2659 E Carson St.	Date: 05/05/2026

All work is to be done per City of Carson building, planning, and public works codes after submission of all applicable contractor's licenses to the City's Contract Officer. In order to establish standards of quality, the detailed specifications may refer to a certain product by name and/or from a major manufacturer. This procedure is not to be construed as eliminating from competition of other product of equal or better quality by other manufacturers. The Grantee shall furnish a list of proposed desired substitutions prior to signing of the contract. All items listed on work write-up, unless otherwise specified, shall include all finish work, including all trim hardware, patching, and finish painting and/or staining. All overhead and profit should be included in each line item. Use of lead-based paint is prohibited. Removal or work on asbestos and lead containing materials is subject to applicable federal, state, and local regulations.

Any questions regarding this project, the plans, and specifications should be submitted to Miguel Rameriz at mramirez@carsonca.gov.

WORK DESCRIPTION AND STANDARD SPECIFICATIONS

Attached images are from the Bid Proposal Form
Case# CRP-2511
Dated: October 27, 2025.
File Name: DAN P4 Pages, 18- 23

CITY OF CARSON
Commercial Rehabilitation Program

WORK DESCRIPTION AND BID PROPOSAL FORM

Name:	City of Carson	Case No.:	CRP-2511
Address:	2659 E. Carson Street	Tel. No.:	(310) 830-7600 #1306
City:	Carson, CA 90810	Date:	October 27, 2025

All work is to be done per City of Carson building, planning, and public works codes. In order to establish standards of quality, the detailed specifications may refer to a certain product by name and/or from a major manufacturer. This procedure is not to be construed as eliminating from competition of other product of equal or better quality by other manufacturers. The contractor shall furnish a list of proposed desired substitutions with bid proposal. All items listed on work write-up, unless otherwise specified, shall include all finish work, including all trim hardware, patching, and finish painting and/or staining to the immediate area. All overhead and profit should be included in each line item. Use of lead-based paint is prohibited. Removal or work on lead and asbestos containing materials is subject to applicable federal, state and local regulations.

Any questions regarding this project, the plans, and specifications should be made to Miguel Ramirez at (310) 830-7600 #1306.

WORK DESCRIPTION AND STANDARD SPECIFICATIONS	ESTIMATE

ITEM DESCRIPTION: **ESTIMATE:**

1. **Demolition:** $ 9000
   - Remove existing wall mounted signs, pole sign, address identifiers, wall cap, and electrical with conduit as required.
   - Remove existing asphalt as required.
   - Remove any items necessary to complete the improvements as shown on the attached conceptual drawings.

   NOTE: Contractor shall be responsible for hauling away all material debris and leaving the site in a broom clean condition on a DAILY basis. Contractor shall provide full pedestrian protection during remodeling in accordance with City of Carson code requirements and shall ensure business is in operation during business hours.

   Contractor shall also protect the existing roof, roof scuppers, utility meters, parking lot, and all areas not to be rehabilitated.

   Owner to be responsible for the temporary removal of any items within 5 feet of area to be rehabilitated. Owner shall contact their alarm company for temporary disconnection and reconnection of alarm system at owner's expense.

2. **Electrical:** $ 5000
   Contractor shall install new electrical junction boxes to accommodate new signs (2). Electrical shall include new concealed conduit, wiring, breaker, separate light switches, sign circuit with timer, and sub-panel (if needed). All work to be in accordance with Local Building Code.

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3. **Architectural Foam:** $ 7500
Install new decorative 8" foam trim molding with stucco finish by VEFO Products or approved equal at the front, east, and west side of the property as indicated on attached conceptual drawings. Contractor shall prime and paint the newly installed foam with exterior grade paint. Foam to be attached to the building in strict accordance with the manufacturers' specifications.

4. **Metal Wall Cap:** $ 4900
Contractor shall install a new sheet metal wall cap on the front, east, and west side of the existing parapet walls. Contractor shall prime and paint the newly installed wall caps with exterior grade paint to match the existing foam trim. Wall cap to be painted with a minimum of two coats of paint or until an even finish is achieved.

5. **Awning:** $ 9000
Contractor shall repair the existing awing as needed to receive fresh paint. Repair work may include new roof, drip molding, stucco repair... Prepare awning to receive new paint. All work to be in accordance with Local Building Code.

6. **Exterior Paint:** $ 13500
Prepare the bollards, foam, wall cap, awning, security bars/doors, three walls, and any other surface that require paint on the exterior of the building to receive new fresh paint. Pull all nails and tacks; fill all holes and cracks; scrape smooth all rough or paint curled surfaces; and apply primer to all bare or exposed wood or metal. Paint all areas with appropriate exterior grade paint minimum 2 coats or until an even finish is achieved in accordance with the attached conceptual drawings. Final colors to be approved by the Planning Department prior to application.

Foam, wall cap, window trim	Sherwin-Williams SW White
Walls	Sherwin-Williams SW 0006 Toile Red

NOTE: As part of this line-item contractor shall replace any damaged vents on the front and sides of the property to be rehabilitated. Contractor shall also pressure wash existing walkways upon application of paint.

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7. **Irrigation and Landscaping:** $ 13000

Contractor shall install new concrete planter box as indicated on attached conceptual drawing. New and existing planter boxes shall have a new irrigation system. Irrigation system shall include but is not limited to a new timer at the interior of building or in a lock box, all necessary electrical, plumbing, backflow device with metal enclosure by ECONOCAGE or approved equal, subterranean sprinkler valves, and sprinkler/bubbler heads. Contractor shall then plant three 5 gal. Variegated Smooth Agave, three 5 gal. Golden Barrel Cactus, nine 5 gal. Pink Muhly, and eleven 5 gal. Coast Rosemary plants as indicated on attached Landscape Plan. Contractor shall install 1-inch brown bark mulch throughout the planter box areas. Contractor shall ensure to leave irrigation system operational and instruct the owner on activating instructions. All work to be in accordance with Local Building Code, Planning Code, and Landscape Plan

NOTE: Contractor shall note that existing trees shall be trimmed.

8. **Address Identifiers:** $ 1700

Contractor shall install new non-lit channel letter numerical identifier "2659" at the front of building. Identifiers shall be in a font and color that complement the new building colors (8 inches in height). Color and font to be approved by the owner and submitted to the Planning Department for final approval.

NOTE: As part of this line item, contractor shall install new vinyl numerical identifiers above each doorway "26XX, 26XX, 26XX, and 26XX".

9. **Channel Letter Sign:** $ 42000

Contractor shall install four (4) new illuminated LED channel letter sign indicating "Studio 7 Salon, A+ Embroidery, Noemi's Income Tax, and La Tijera Hair Studio". New channel letters shall be standard boxes with acrylic faces. Contractor to submit construction drawings to the Building and Planning Department for approval prior to installation. Owner to approve lettering prior to fabrication. All work to be in accordance with Local Building Code.

10. **Monument Sign:** $ 30000

Contractor shall install a new monument sign as indicated on attached conceptual drawing. Monument sign to consist of brick & mortar, stone veneer, illuminated LED box, laser cut address, and foundation. Contractor shall submit required engineer and architectural drawings for approval to the Building and Planning Departments and pay for all fees. All work to be in accordance with Local Building Code and Planning Code.

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CITY FEES:

11.	**Insurance and Mobilization:** Contractor shall obtain all necessary insurances in accordance to City regulations and shall add the City of Carson as an additional insured. Bid price to include any related storage fees and mobilization of materials and equipment/tools.	$ 5000
12.	**Building Permits with Associated Fees and City Business License:** Obtain and pay for Carson building permits, business license, and inspections.	$ 2000

NOTE:

All work shall include the protection of buildings as well as maintaining the premises clean at all times. All debris resulting from any work conducted in connection with this contract shall be the property of the contractor, who is responsible for its timely removal and lawful disposal. Work site shall be maintained in a clean and orderly manner, and upon completion, property shall be left in a "broom clean" condition.

PROJECT TOTAL: $ 142600

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NOTE: I HAVE REVIEWED THE ABOVE WORK DESCRIPTION AND SPECIFICATIONS AND UNDERSTAND THAT ANY CHANGES OR ADDITIONS MUST HAVE PRIOR APPROVAL BY THE CITY OF CARSON TO BE ELIGIBLE FOR FUNDING. I ALSO UNDERSTAND THAT THE TOTAL COST OF REPAIRS CANNOT EXCEED THE AMOUNT AWARDED BY THE CITY, THEREFORE ALL ITEMS INCLUDED ON THE ABOVE LIST MAY NOT BE COMPLETED UNDER THIS PROGRAM.

Owner Signature:	Date:

The undersigned, having become thoroughly familiar with the terms and conditions of the proposed Contract Documents and with local conditions affecting the performance and costs of the work at the place where the work is to be completed, and having fully inspected the site in all particulars, hereby proposed and agree to fully perform the work within the time stated and in strict accordance with the proposed Contract Document including furnishing of any and all labor, materials, services necessary equipment and to do all work required to construct, and complete said work in accordance with the Contract Documents for the sum of money as indicated on the Work Description and Bid Proposal Form and summarized as follows:

One hundred Fourty two thousand six hundred. Dollars, ($ 142600)
Price In Words *Price In Numbers*

If awarded the contract, the bidder agrees to present the following documents to the City of Carson prior to the issuance of the Notice to Proceed: Valid certificates covering Auto, Liability, and Worker's Compensation insurance including the City of Carson as additionally insured.

It is further agreed that if awarded this contract, no advances or down payments will be issued to contractor and 10% of all requested payouts would be retained until the project is completed to the approval of the owner and all approving agents. Completion of this project will require 60 calendar days.

Contractor: Dan Contractor	Lic. No. & Class.: 818083
Signature: [signature]	Phone No.: 562 8246129
Address: 1328 N catalina st orange ca 92869	

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01007.0001/8743831.1

Proposed Building & Landscape Improvements

General Notes:

1. Existing 2 story building, 2 parcels, has an footprint of approximately 3,792 sf and is approximately 18'-0" in height.
2. (4) New signs to be back lit channel letters, hung at same level across building and designed at a similar scale and font height.
3. Total added landscape area by removing concrete and asphalt is approximately 100sf.
4. Added 6" curb around landscape area is approximately 178 Linear Ft
5. New landscape to include drought tolerant plants, ground cover plants and a thin layer of mulch for weed prevention while ground cover establishes.
6. Replace existing light fixtures on canopy.
7. Patch and repair area where stucco was damaged by removing signs.
8. Sign vendor to finalize sign designs. Sign shown in renderings is considered a place holder for final professional sign design, from sign vendor.

Brick at Corner

Existing Site & Building Facade

Remove all existing window signs except neon signs and hours of operation.

Remove existing concrete/asphalt to expand plant bed to be approx. 39' L x 5' W

Parcel Map

Disclaimer:
This is not a construction document or building permit. This is a conceptual design & rendering only.

CITY OF CARSON STOREFRONT IMPROVEMENT PROGRAM

BLOCK 4 - Parcel 731-600-7018 & 7024 - Studio 7 Salon
A+ Embroidery, Noemi's Income Tax & La Tijera Hair Studio
2659 East Carson Street - Carson, CA

EAST CARSON CORRIDOR DESIGN CONCEPT
August 12, 2025

Mour Group Engineering + Design
6593 RIVERDALE STREET
SAN DIEGO, CA 92120
TEL: 619.727.4800

NOTE:

Grantee must obtain and pay for City of Carson building permits, business license, and inspections.

All work shall include the protection of building as well as maintaining the premises clean at all times.

All debris resulting from any work conducted in connection with this contract shall be the property of the Grantee, who is responsible for its timely removal and lawful disposal. Work site shall be maintained in a clean and orderly manner, and upon completion, property shall be left in a "broom clean" condition.

All debris resulting from any work conducted in connection with this contract shall be the property of the Grantee, who is responsible for its timely removal and lawful disposal. Work site shall be maintained in a clean and orderly manner, and upon completion, property shall be left in a "broom clean" condition.

EXHIBIT "B"
SAMPLE CONTRACTOR AGREEMENT

EXHIBIT "C"
SCHEDULE OF PERFORMANCE

PERMITS: Before commencement of any Project work, Grantee and its contractor shall obtain any and all permits and approvals which may be required by the City or any other governmental agency with jurisdiction. Execution of this Agreement by City shall not be construed as any commitment by City to issue any permits and Grantee and its contractor must obtain all permits pursuant to the City's standard process and requirements.

COMMENCEMENT OF PROJECT WORK: Grantee agrees that the Project work shall not commence until all permits are issued and City has issued a Notice to Proceed and delivered same to Grantee ("Notice to Proceed").

In lieu of disbursement of grant monies to Grantee, the Parties agree that City will disburse to Grantee's contractor an amount not to exceed $142,600 ("Grant Funds") for satisfactory completion of the Project upon submission by Grantee's contractor of the documentation required in Section 2 of Grantee's contract with its contractor (Exhibit B).

CONSTRUCTION SCHEDULE: The Project work shall commence not later than ten (10) days after the City issues the Notice to Proceed to Grantee and its contractor, and shall be completed within ninety (90) days thereafter except as stated otherwise or as mutually agreed in writing by Grantee and City. The Project work shall be deemed complete upon written notification specifying that the Project work has been completed issued by the Citywide Façade Improvement Program manager or designee and delivered to Grantee.

The City shall make reasonable efforts to coordinate construction activities with Grantee to minimize disruption to the operation of the business to the maximum extent practicable.

At the City's sole discretion, the schedule may be modified subject to the approval of the City's Program Manager or his/her designee.

EXHIBIT "D"

APPROVED CONSTRUCTION DOCUMENTS

[TO BE INSERTED SEPARATELY]

EXHIBIT "E"

COVENANT FOR COMPLETION AND MAINTENANCE

FAÇADE IMPROVEMENT PROGRAM GRANT AGREEMENT

[ECONOMIC DEVELOPMENT BENEFIT AGREEMENT FOR EAST CARSON CORRIDOR]

This Façade Improvement Program Grant Agreement ("Agreement") is entered into effective _____, 2026 ("Effective Date"), by and between the CITY OF CARSON, a charter city and municipal corporation (the "City"), on the one hand, and Niko Maeinakis ("Grantee"), owner of property located at 2713 E Carson St., Carson, California ("Property"), on the other hand. The parties hereto are collectively referred to as the "Parties."

RECITALS

WHEREAS, on June 21, 2022, the City passed Resolution No. 22-131 which established a Citywide Commercial Facade Improvement Program (the "Program") pursuant to the adopted Carson Façade Improvement Program Guidelines ("Program Guidelines") for the public purpose of encouraging the improvement, stimulation and revitalization of the exterior facades of existing commercial buildings in various commercial corridors such as along Avalon Boulevard, Main Street, Sepulveda Boulevard, Carson Street, and Figueroa Street.

WHEREAS, the Program is administered by the City and funded by City's General Fund pursuant to an authorized allocation made by the City Council during the City's budget adoption process.

WHEREAS, on _____, 2026, the City Council approved changes to the Program by adopting a modified version of the Program Guidelines ("Updated Program Guidelines") which now contains a no match requirement for certain businesses located on the north side of Carson Street between Harbor View Avenue and Santa Fe Avenue.

WHEREAS, on November 6, 2018, City's voters approved a new Charter for the City which included a comprehensive set of economic development incentives and programs to promote the development of the City of Carson given the unique environmental constraints, to create jobs and to preserve the sound fiscal basis of City. City has determined that under the Charter, City has broad economic development powers to enact measures, to enter into agreements, and to loan, grant, fund, or finance projects which will provide public benefit and protect the public health, safety and welfare of the community, which programs may be carried out singly or in combination in a manner to promote the economic development objectives set forth in Section 206 of the Charter, which specifically allows for the use of "Tax and Assistance Agreements" for sales taxes, transient occupancy taxes, utility taxes or other taxes to be shared with the generator, and rebates or waivers of franchise fees, business license fees, development impact fees, or other revenue sources, or any other economic development subsidy, after a public hearing

identifying the amount and terms of such assistance and the justification for such assistance.

WHEREAS, on March 19, 2024, the City Council adopted Ordinance No. 24-2404 in furtherance of Section 206 of the Charter, specifically authorizing the City to pursue economic development activities by entering into agreements for provision of loans or grants to certain commercial property owners.

WHEREAS, the incentives provided in this Agreement are intended by the City to be consistent with and promote the purposes of Section 206 of the Charter, Ordinance No. 24-2404 and the Updated Program Guidelines by City providing a grant to Grantee for the purpose of, without limitation, stimulating commercial development within the City, increasing jobs, decreasing blight, and increasing tax revenue to the City. This Agreement has been approved by the City Council following all legally required notices and public hearings.

WHEREAS, the Property is a commercial business located within the geographical limits contemplated under the Updated Program Guidelines and is eligible for participation in the Program.

WHEREAS, under the Updated Program Guidelines, the City is authorized to provide grants to commercial businesses with no match requirements from eligible applicants.

WHEREAS, Section 206 of the Carson Charter is consistent with Government Code Section 53083 which authorizes local agencies to provide economic development subsidies in the amount $100,000 or more where the local agency provides written notice through its website concerning the economic development subsidy and the information required under subsection (a) therein.

WHEREAS, in those instances where the Grant Funds equal $100,000 or more, the City has complied with all requirements of Government Code Section 53083.

WHEREAS, this Agreement has been reviewed by City with respect to applicability of the California Environmental Quality Act **(**"CEQA"**)**, the State CEQA Guidelines (California Code of Regulations, Title 14, §§ 15000 *et seq*., hereafter the "CEQA Guidelines"), and any applicable local CEQA policies and procedures and City has determined that this Agreement is not a "project" for purposes of CEQA, as that term is defined by CEQA Guidelines section 15378, because City has determined, in its discretion and based on substantial evidence, that this Agreement presents no potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment, or alternatively, even if it did constitute a project, it would be exempt pursuant to Section 15301 of the CEQA Guidelines (Class 1 exemption for minor alteration of existing public or private structures involving negligible or no expansion of existing use).

WHEREAS, in accordance with the City's Charter powers and Ordinance No. 24-2404, the City Council wishes to enter into this Agreement with Grantee to provide a grant in order to further the objectives of the Program, it being understood that Section 206 of the Charter allows the City to pursue economic development to the maximum degree permitted by the California Constitution.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and conditions contained herein, and upon acknowledgement of each of the Parties of the receipt of valuable consideration, it is agreed as follows:

AGREEMENT

SECTION 1: GRANT FUNDING; PAYMENT; PUBLIC BENEFITS

In lieu of disbursement of grant monies to Grantee, the Parties agree that City will disburse to Grantee's contractor an amount not to exceed $57,800 ("Grant Funds") for satisfactory completion of the Project upon submission by Grantee's contractor of the documentation required in Section 2 of Grantee's contract with its contractor (Exhibit B).

Under the Updated Program Guidelines, City funds are eligible for uses including but not limited to: installation of new or repair or replacement of exterior signs; installation of new or repair or replacement of awnings, canopies, or sunshades; painting or replace or repair exterior surface treatment; asphalt paving, replacement or repair of tiles or decorative pavers; sidewalk or courtyard repaving; repair or replacement of masonry walls or footings; outdoor lighting: installation of new exterior lighting fixtures or repair or replacement of existing exterior lighting fixtures; installation, repair or replacement of decorative or security fencing; replacement of plate glass windows; re-glazing of windows or change of window mullions with the approval of application by the City.

The City Council finds that the Program, as implemented in part through completion of the Project, will without limitation, stimulate commercial development within the City, increase jobs, decrease blight, and increase tax revenue to the City ("Public Benefits"). As an additional Public Benefit, where feasible for Grantee when hiring contractors to perform work for the Project, Grantee shall use commercially reasonable, good faith efforts to hire contractors whose principal address is located within the City of Carson.

SECTION 2: WORK COMPLETION; PREVAILING WAGES

2.1 SCOPE OF WORK AND SCHEDULE OF PERFORMANCE

Grantee agrees that it shall utilize the Grant Funds to pay for those improvements

specified in the Scope of Work attached hereto and incorporated herein as Exhibit "A," which is at times referred to herein as the "Project," in accordance with Grantee's completed application ("Application") on file at City Hall. No changes or additions to the Scope of Work will be permitted without prior written approval of the City's Contract Officer, and any changes made without the requisite approval will not be eligible for funding and will be deemed a material breach of this Agreement. All work toward such Project will be performed and completed (i) by Grantee entering into a contract with its selected contractor where the contract is substantially similar to the sample contract provided in Exhibit "B"; (ii) within and in accordance with the Updated Project Guidelines; (iii) by a State licensed contractor within the time period(s) established in Exhibit "C," the "Schedule of Performance" unless otherwise authorized by the City; and (iv) in accordance with approved construction documents as detailed in Exhibit "D," with Exhibits B, C and D attached hereto and incorporated herein by this reference. Grantee agrees to allow the City or its agents access to buildings and the storefront improvements at the Property, when convenient for the Parties, for inspection of the Project work. Such inspections shall not replace any required permit inspections by the City's Building Inspectors. All work which is not in conformance with the approved plans, design drawings and specifications shall be immediately remedied by the Grantee at Grantee's sole expense and deficient or improper work shall be replaced and made to comply with the approved plans, design drawings and specifications and the terms of the Agreement.

2.2 PREVAILING WAGES

Certain or all portions of the Project may be subject to prevailing wages under the Labor Code. More specifically, if the amount of the Grant Funds exceeds $1,000 and is 2% or more of the total cost of the Project, the below provisions will apply.

Grantee acknowledges that the construction and construction-related activities for the Project are subject to the California Prevailing Wage Law, and Grantee is required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations ("DIR") under Section 1720, *et seq*., of the California Labor Code for all covered work performed on the Project. The applicable prevailing rates are on file with, and open to inspection at, the Community & Economic Development Department (Special Projects Division) and is referred to and made a part hereof. Due to the fact that Prevailing Wage Law applies to construction work performed for the Project, the Grantee's contractor(s) shall submit weekly certified payrolls of all workers employed on the construction of the Project to the City in a form acceptable to the City. Grantee acknowledges the possibility of wage increases during construction work performed for the Project and that Grantee and/or its contractor(s) shall be responsible for paying such increases. Grantee acknowledges that it is aware of and shall comply with, and that its contractor(s) shall be aware of and shall comply with, the following sections of the California Labor Code: (i) Section 1725.5 requiring that all contractors and subcontractors performing work on the Project be registered with, and pay an annual fee to, the DIR prior to and during the performance of any work towards the Project; (ii) Section 1775 prescribing penalties for failure to pay prevailing wage rates; (iii) Section 1776 requiring the making, keeping, and disclosing of

detailed certified payroll records and prescribing penalties for failure to do so; (iv) Section 1777.5 prescribing the terms and conditions for employing registered apprentices; (v) Section 1810 providing that eight hours of labor shall constitute a day's work; and (vi) Section 1813 prescribing penalties for violations of the provisions concerning eight-hour work days and forty-hour work weeks. If Grantee violates the foregoing or any other Prevailing Wage Laws, Grantee shall be solely liable for the cost thereof and shall indemnify and hold the City officers, employees and agents harmless from any liability or penalties therefor. This Project will be developed and budgeted for assuming the payment of prevailing wages as needed.

2.3 PROJECT FUNDING

Grant Funds shall only be used to pay for the improvements as stipulated under the Scope of Work (Exhibit A) and in the time and manner specified under the Schedule of Performance (Exhibit C). It is incumbent upon the Grantee to ensure that Project is carried out in accordance with the Project's approved scope and timeline. Any deviation in the Scope of Work and/or Schedule of Performance must be approved by the City in advance and in writing. Work performed outside the specification of the Scope of Work and/or outside the timeframe established under the Schedule of Performance are not eligible for Grant Funds.

2.4 COVENANT FOR COMPLETION AND MAINTENANCE

Concurrent with execution of this Agreement, Grantee shall execute a Covenant for Completion and Maintenance to be recorded with the Los Angeles County Recorder's Office, a copy of which covenant is attached hereto and incorporated herein by this reference as Exhibit "E," requiring Grantee or its successors and assigns, to complete the Project in accordance with the Schedule of Performance (Exhibit "C"). The covenant will also require Grantee and its successors and assigns to maintain the design and paint colors established for the Property under this Agreement for a period of at least five (5) years from the date the Project is completed, as determined by the Citywide Façade Improvement Program manager or designee.

SECTION 3: AUDITS; MISUSE OF FUNDS

City reserves the right to designate its own employee representative(s) or its contracted representative(s) with a Certified Public Accounting firm who shall have the right to audit Grantee's accounting procedures and internal controls of Grantee's financial systems as they relate to the Grant Funds and to examine any cost, revenue, payment, claim, other records or supporting documentation resulting from any items set forth in this Agreement. Any such audit(s) shall be undertaken by City or its representative(s) at mutually agreed upon reasonable times and in conformance with generally accepted auditing standards. Grantee agrees to fully cooperate with any such audit(s).

If the Grantee, or Grantee's designated contractor should utilize the funds for anything other than as stated in the Application, the City may thereupon recover the entire

amount of the Grant Funds from Grantee and/or the subsequent operator of the Property, together with reasonable attorney fees and costs incurred in enforcing this provision. This provision shall **not** apply where the proposed changes are first reviewed and approved by the City. Approval shall not be unreasonably withheld to the extent the proposed changes are authorized in the Updated Program Guidelines.

SECTION 4: REMEDIES FOR BREACH

In the event the Grantee or any subsequent operator breaches Section 3 of this Agreement, in addition to all legal and equitable remedies available to the City, the City may thereupon deny any request(s) for reimbursement and/or recover the entire amount of the Grant Funds from the Grantee and/or the subsequent operator of the Property, together with reasonable attorney fees and costs incurred in enforcing this provision.

SECTION 5: INSURANCE AND INDEMNIFICATION.

5.1 INDEMNIFICATION

To the maximum extent permitted by law, the Grantee hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of the Grantee's performance or work hereunder (including any of its officers, agents, employees, contractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, or any loss of business in connection with construction over the course of completion of the Project and damage to City property, or any construction defect that may arise from City-provided design services or the Project's compliance with City-recommended designs, or any other liability that may arise from work performed on the Project pursuant to the contract between Grantee and its contractor, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. The Grantee's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Grantee or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

Indemnitees do not and shall not waive any rights that they may possess against the Grantee because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.

The Grantee, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.

5.2 INSURANCE.

A. Without limiting Grantee's obligations to City under Section 5.1, and prior to commencement of any construction toward the Project, Grantee shall obtain, provide and maintain at its own expense during the term of this Agreement (at times extending beyond the term), policies of insurance of the types and amounts described below and in a form satisfactory to City.

(i) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). Grantee shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form ISO CGL CG 00 01 or equivalent, in an amount not less than $2,000,000 per occurrence, $4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(ii) Worker's Compensation Insurance. Grantee shall maintain 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 Grantee 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 Grantee in the course of carrying out the work contemplated in this Agreement.

(iii) Automotive Insurance. Grantee shall maintain ISO Form Number CA 00 01 covering any auto (Code 1), or if the Grantee has no owned autos, covering hired (Code 8), and non-owned autos (Code 9), with limit no less than $1,000,000 combined single limit for each accident for bodily injury and property damage.

(iv) Flood Insurance. If the Property is located in a FEMA designated high-risk area (zones A or V), Grantee shall maintain flood insurance in an amount not less than the total cost of the improvements specified in the Scope of Work.

(v) Builder's Risk Insurance. Grantee 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. The City shall be included as a "loss payee" in the amount of the Grant Funds.

If the Grant Funds is less than $50,000, then at the option of City, an Installation Floater may be acceptable in lieu of Builder's Risk Insurance. For Contract Sum exceeding $50,000, an Installation Floater may still be considered in place of Builder's Risk based on the project scope, subject to approval by the City's Risk Manager. 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.

B. 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 the insured's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended, cancelled or non-renewed 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 Grantee shall, prior to the cancellation date, submit new evidence of insurance in conformance with this section to the Contract Officer. No work or services under this Agreement shall commence until the Grantee has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

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

SECTION 6: ADDITIONAL WORK

Nothing contained in this Agreement is intended to limit, restrict, or prohibit the Grantee from undertaking additional work in or about the subject premises, which is

unrelated to the approved improvements provided for in this Agreement; provided, however, that City approves such work in advance.

SECTION 7: TERM AND TERMINATION

7.1 TERM

This Agreement shall be binding upon the City and upon the Grantee and Grantee's successor(s) to the Property for a period of (2) two years after the Effective Date. It shall be the responsibility of the Grantee to inform subsequent owner(s)/lessee(s) of the Property of the provisions of this Agreement.

7.2 TERMINATION

The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Grantee, except that where termination is due to the fault of Grantee, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, Grantee 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) Grantee 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. Without limiting the generality of the foregoing, City may terminate this Agreement for cause where Grantee fails to cooperate or respond to communications from the City. In any such event, City may issue a 14-day notice requesting confirmation of continued participation in the Program and if Grantee does not respond within that period, the City may issue a termination letter which will serve as notice of termination of this Agreement. Immediately following termination of this Agreement for any reason, City and Owner must notify Owner's contractor in writing of such termination.

SECTION 8: DESIGNS

Notwithstanding any provision of this Agreement, Grantee is responsible for obtaining applicable design review approvals, obtaining all required permits, and complying with all applicable laws and Updated Program Guidelines. As part of the Program, City has offered Grantee complimentary design guidance services for the Project ("Design Guidance Services") and, unless Grantee indicates by checking the box below, Grantee agrees to utilize City's Design Guidance Services for the Project. Grantee utilizing the Program's complimentary design guidance are also subject to requirements of this section.

☐

By checking the box above, Grantee acknowledges that City has offered Grantee complimentary Design Guidance Services but Grantee has declined such services and

instead, is electing to obtain its own licensed architect to prepare designs for the Project. In so doing, Grantee understands and agrees that all designs prepared by Grantee's architect must comply with City's recommended designs for the Project.

SECTION 9: MISCELLANEOUS PROVISIONS

9.1 RECITALS.

All recitals in this Agreement are hereby incorporated into this Agreement as if set forth fully herein.

9.2 COVENANT AGAINST DISCRIMINATION.

Grantee covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that in the performance of this Agreement, there shall be no discrimination against or segregation of any person or group of persons on account of race, religious creed, color, gender, national origin, ancestry, physical disability, mental disability, medical condition, pregnancy, marital status, age, sexual orientation, or any other basis pertaining to a protected characteristic under applicable federal, state, or local law.

9.3 CONFLICTS OF INTEREST.

Grantee, its agents and employees shall comply with applicable federal, state, and local laws and regulations governing conflict of interest. Grantee covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that may be affected by its obligations to perform under this Agreement, or that would conflict in any manner with its obligations hereunder. Grantee further covenants that, in performing this Agreement, no person having any such interest shall be employed by it. Furthermore, Grantee shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this agreement. Grantee agrees not to accept any employment or representation during the term of this Agreement that is or may likely make Grantee "financially interested" (as provided in California Government Code Sections 1090 and 87100) in any decision made by City on any manner in connection with which Grantee has been retained pursuant to this Agreement.

9.4 WARRANTY AND REPRESENTATION OF NON-COLLUSION.

City hereby warrants and represents that no official, officer, agent or employee of the City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, agent or employee of the 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 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 interest found to be "remote" or "non interest" pursuant to California Government Code Sections 1091 and 1091.5.

Grantee hereby 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, agent or employee, as a result or consequence of obtaining or being awarded any agreement. Grantee is aware of and understands that any such act(s), omission(s), or other conduct resulting in the payment of money, consideration, or other thing of value will render this Agreement void and of no force and effect.

Grantee Representative Initials _____

9.5 PROHIBITED AND PERMITTED USE OF FUNDS.

Grantee acknowledges and understands that it is prohibited from using the Grant Funds for any purpose that is not permitted under the Updated Program Guidelines. Grantee agrees to use Grant Funds only for the purpose stated in Grantee's application and for the purpose of completion of the Project.

9.6 FALSE STATEMENTS.

Grantee understands that making false statements or claims in connection with this Agreement is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

9.7 NOTICES.

All notices, demands, invoices, and communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

To City:
City of Carson
701 East Carson Street
Carson, CA 90745
Attn: James Nguyen, Special Projects Manager
Email: jnguyen@carsonca.gov

To Grantee:
Niko Maeinakis
2713 E Carson Street
Carson, CA 90810
Email: alea@aleacafe.com
Phone: (310) 753 - 6456

9.8 SEVERABILITY.

Any provision of this Agreement that is found invalid or unenforceable shall be

deemed severed and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.

9.9 CORPORATE AUTHORITY.

The persons executing this Agreement on behalf of the Parties warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this 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.

9.10 GRANTEE REPRESENTATIVE AND CITY'S CONTRACT OFFICER.

The following principal(s) and/or representative(s) of Grantee is/are hereby designated as the person(s) authorized to act on Grantee's behalf with respect to this Agreement and to make all decisions in connection herewith:

Niko Maeinakis, Owner

James Nguyen, Special Projects Manager, or such person as may be designated by the City Manager, is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and Project specified herein and to make all decisions in connection therewith ("Contract Officer").

9.11 WAIVER.

The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

9.12 GOVERNING LAW AND VENUE.

This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.

9.13 INTERPRETATION.

Grantee acknowledges that it has had ample opportunity seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.

9.14 TIME OF ESSENCE.

Time is of the essence of this Agreement.

9.15 THIRD PARTIES.

Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."

9.16 NON-LIABILITY OF OFFICIALS AND EMPLOYEES OF THE CITY.

No official or employee of the City shall be personally liable for any default or liability under this Agreement.

9.17 COUNTERPARTS AND SIGNATURES.

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, will be deemed to constitute one and the same agreement. The facsimile, email or other electronically delivered signatures of the Parties shall be deemed to constitute original signatures.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written.

CITY:

CITY OF CARSON, a California charter city

_____
David C. Roberts, Jr., City Manager

ATTEST:

_____
Dr. Khaleah R. Bradshaw, City Clerk

APPROVED AS TO FORM:
Aleshire & Wynder, LLP

_____
Sunny K. Soltani, City Attorney

GRANTEE:

_____

_____
Name:

_____
Title:

_____
Name:

_____
Title:

***Two corporate officer signatures required when Grantee 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.**

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.

On _____, 2026 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.

On _____, 2026 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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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 WORK

Commercial Façade Improvement Program

Name: Niko Maeinakis	Tel. No.: 310-830-7600 #1306
Address: 2713 E Carson St.	Date: 05/05/2026

All work is to be done per City of Carson building, planning, and public works codes after submission of all applicable contractor's licenses to the City's Contract Officer. In order to establish standards of quality, the detailed specifications may refer to a certain product by name and/or from a major manufacturer. This procedure is not to be construed as eliminating from competition of other product of equal or better quality by other manufacturers. The Grantee shall furnish a list of proposed desired substitutions prior to signing of the contract. All items listed on work write-up, unless otherwise specified, shall include all finish work, including all trim hardware, patching, and finish painting and/or staining. All overhead and profit should be included in each line item. Use of lead-based paint is prohibited. Removal or work on asbestos and lead containing materials is subject to applicable federal, state, and local regulations.

Any questions regarding this project, the plans, and specifications should be submitted to Miguel Rameriz at mramirez@carsonca.gov.

WORK DESCRIPTION AND STANDARD SPECIFICATIONS

Attached images are from the Bid Proposal Form
Case# CRP-2512
Dated: October 27, 2025.
File Name: DAN P4 Pages, 24-27

CITY OF CARSON
Commercial Rehabilitation Program

WORK DESCRIPTION AND BID PROPOSAL FORM

Name:	City of Carson	Case No.:	CRP-2512
Address:	2713 E. Carson Street	Tel. No.:	(310) 830-7600 #1306
City:	Carson, CA 90810	Date:	October 27, 2025

All work is to be done per City of Carson building, planning, and public works codes. In order to establish standards of quality, the detailed specifications may refer to a certain product by name and/or from a major manufacturer. This procedure is not to be construed as eliminating from competition of other product of equal or better quality by other manufacturers. The contractor shall furnish a list of proposed desired substitutions with bid proposal. All items listed on work write-up, unless otherwise specified, shall include all finish work, including all trim hardware, patching, and finish painting and/or staining to the immediate area. All overhead and profit should be included in each line item. Use of lead-based paint is prohibited. Removal or work on lead and asbestos containing materials is subject to applicable federal, state and local regulations.

Any questions regarding this project, the plans, and specifications should be made to Miguel Ramirez at (310) 830-7600 #1306.

WORK DESCRIPTION AND STANDARD SPECIFICATIONS	ESTIMATE
ITEM DESCRIPTION:	**ESTIMATE:**

1. Demolition: $ 9000

- Remove existing landscaping, neon, address identifiers, alarm box, and electrical with conduit as required.
- Remove any items necessary to complete the improvements as shown on the attached conceptual drawings.

NOTE: Contractor shall be responsible for hauling away all material debris and leaving the site in a broom clean condition on a DAILY basis. Contractor shall provide full pedestrian protection during remodeling in accordance with City of Carson code requirements and shall ensure business is in operation during business hours.

Contractor shall also protect the existing roof, roof scuppers, utility meters, parking lot, and all areas not to be rehabilitated.

Owner to be responsible for the temporary removal of any items within 5 feet of area to be rehabilitated. Owner shall contact their alarm company for temporary disconnection and reconnection of alarm system at owner's expense.

2. Electrical: $ 5000

Contractor shall install new electrical junction boxes to accommodate a new (1) wall mounted sign. Electrical shall include new concealed conduit, wiring, breaker, separate light switch, sign circuit with timer, and sub-panel (if needed). All work to be in accordance with Local Building Code.

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3. **Exterior Paint:** $ 13500

Prepare the wood, stucco, stone veneer, pole sign, front entry door, bollards, railing, and any other surface that require paint on the exterior of the building to receive new fresh paint (both sides). Pull all nails and tacks; fill all holes and cracks; scrape smooth all rough or paint curled surfaces; and apply primer to all bare or exposed wood or metal. Paint all areas with appropriate exterior grade paint minimum 2 coats or until an even finish is achieved in accordance with the attached conceptual drawings. Final colors to be approved by the Planning Department prior to application.

Walls	Sherwin-Williams SW Porpoise
Stone veneer	Sherwin-Williams SW 6006 Black Bean
Entry door	Sherwin-Williams SW 6328 Fireweed
Pole sign	Sherwin-Williams SW Gloss Black

NOTE: As part of this line-item contractor shall replace any damaged vents on the front or side of the property to be rehabilitated. Contractor shall also pressure wash existing walkways upon application of paint.

4. **Irrigation and Landscaping:** $ 12000

Contractor shall repair the existing irrigation system at the existing planter box area. Irrigation repair shall include but is not limited to a new timer at the interior of building, all necessary electrical and plumbing, backflow device with metal enclosure by ECONOCAGE or approved equal, subterranean sprinkler valves, and sprinkler/bubbler heads (as required). Contractor shall then plant two 36" box Western Redbud, nine 5 gal. Green Carpet Natal Plum, six 5 gal. Golden Barrel Cactus, and eight 5 gal. Pink Muhly plants as indicated on attached Landscape Plan. Contractor shall install 1-inch brown bark mulch throughout the planter box area. Contractor shall ensure to leave irrigation system operational and instruct the owner on activating instructions. All work to be in accordance with Local Building Code, Planning Code, and Landscape Plan

5. **Address Identifiers:** $ 1800

Contractor shall install new non-lit channel letter numerical identifiers "2713" at the front of building. Identifiers shall be in a font and color that complement the new building colors (8 inches in height). Color and font to be approved by the owner and submitted to the Planning Department for final approval.

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6. **Business Sign:** $ 9500
Contractor shall install a new LED illuminated wall sign indicating "DOMINGUEZ PIZZA with logo". Contractor to submit construction and design drawings to the Building and Planning Department for approval prior to installation. Owner to approve sign prior to fabrication. All work to be in accordance to Local Building Code.

CITY FEES:

7. **Insurance and Mobilization:** $ 5000
Contractor shall obtain all necessary insurances in accordance to City regulations and shall add the City of Carson as an additional insured. Bid price to include any related storage fees and mobilization of materials and equipment/tools.

8. **Building Permits with Associated Fees and City Business License:** $ 2000
Obtain and pay for Carson building permits, business license, and inspections.

NOTE:

All work shall include the protection of buildings as well as maintaining the premises clean at all times. All debris resulting from any work conducted in connection with this contract shall be the property of the contractor, who is responsible for its timely removal and lawful disposal. Work site shall be maintained in a clean and orderly manner, and upon completion, property shall be left in a "broom clean" condition.

PROJECT TOTAL: $ 57800

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NOTE: I HAVE REVIEWED THE ABOVE WORK DESCRIPTION AND SPECIFICATIONS AND UNDERSTAND THAT ANY CHANGES OR ADDITIONS MUST HAVE PRIOR APPROVAL BY THE CITY OF CARSON TO BE ELIGIBLE FOR FUNDING. I ALSO UNDERSTAND THAT THE TOTAL COST OF REPAIRS CANNOT EXCEED THE AMOUNT AWARDED BY THE CITY, THEREFORE ALL ITEMS INCLUDED ON THE ABOVE LIST MAY NOT BE COMPLETED UNDER THIS PROGRAM.

Owner Signature:	Date:

The undersigned, having become thoroughly familiar with the terms and conditions of the proposed Contract Documents and with local conditions affecting the performance and costs of the work at the place where the work is to be completed, and having fully inspected the site in all particulars, hereby proposed and agree to fully perform the work within the time stated and in strict accordance with the proposed Contract Document including furnishing of any and all labor, materials, services necessary equipment and to do all work required to construct, and complete said work in accordance with the Contract Documents for the sum of money as indicated on the Work Description and Bid Proposal Form and summarized as follows:

Fifty seven thousand eight hundred Dollars, ($ 57800)
Price In Words *Price In Numbers*

If awarded the contract, the bidder agrees to present the following documents to the City of Carson prior to the issuance of the Notice to Proceed: Valid certificates covering Auto, Liability, and Worker's Compensation insurance including the City of Carson as additionally insured.

It is further agreed that if awarded this contract, no advances or down payments will be issued to contractor and 10% of all requested payouts would be retained until the project is completed to the approval of the owner and all approving agents. Completion of this project will require 60 calendar days.

Contractor: Jm Contractor	Lic. No. & Class.: 818083
Signature:	Phone No.: 562 8296129
Address: 1328 N catalina St orange CA 92869	

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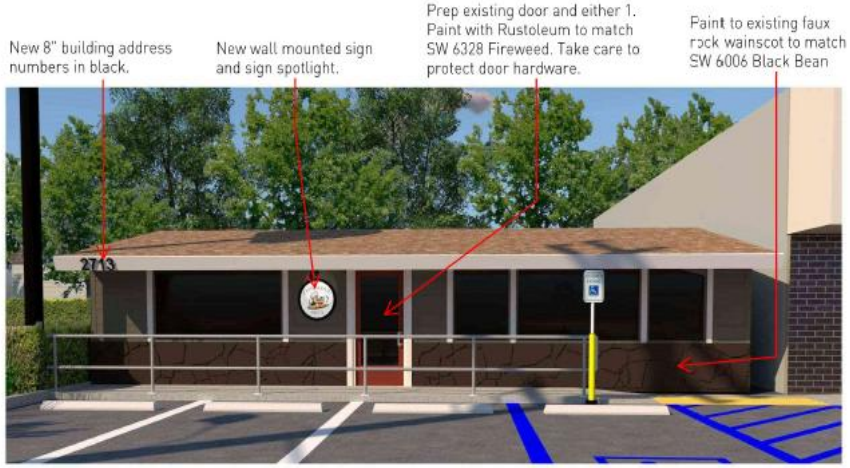

Proposed Building & Landscape Improvements

Landscape and Pole Sign View

General Notes:

1. Existing Dominguez Pizza building is Approx. 1,680 sf in area.
2. -
3. New Landscape to include (1) tree, drought tolerant plants, ground cover plants and a thin layer of mulch for weed prevention while ground cover establishes.
4. Paint existing bollards bright yellow.
5. New front lit sign.
6. Sign vendor to finalize sign designs. Sign shown in renderings is considered a place holder for final professional sign design, from sign vendor.

Existing Site & Building Facade

Parcel Map

Disclaimer:
This is not a construction document or building permit. This is a conceptual design & rendering only

CITY OF CARSON STOREFRONT IMPROVEMENT PROGRAM

BLOCK 5 - Parcel 731-600-6014
Dominguez Pizza
2713 East Carson Street - Carson, CA

EAST CARSON CORRIDOR DESIGN CONCEPT
August 13, 2025

Mour Group Engineering + Design
6593 RIVERDALE STREET
SAN DIEGO, CA 92120
TEL: 619.727.4800

Proposed Front Facade

Proposed Side Yard

Proposed Birds Eye View

General Notes:

1. Existing building at 2601 East Carson St.
2. Gross building area is approx. 1,877 sf, 16'-0" high. GC to field verify.
3. Paint existing bollards bright yellow.
4. (1) Louvered, prefab A/C covers provided.
5. Trash Enclosure Approximately 16'-5" L x 5'-6" D x 6' H
6. Landscape area approx. 358 sf.
7. Replace channel letter, back lit signs with back lit, channel letter signs at all locations. Typical.
8. Sign vendor to finalize sign designs. Sign shown in renderings is considered a place holder for final professional sign design, from sign vendor.
9. New landscape to include drought tolerant plants, ground cover plants and a thin layer of mulch for weed prevention while ground cover establishes.
10. New fence at Perfume4Less will require a 36" gate and clear path to gate.

Existing Side Yard

Existing Front Facade

Parcel Map

Disclaimer:
This is not a construction document or building permit. This is a conceptual design & rendering only.

CITY OF CARSON STOREFRONT IMPROVEMENT PROGRAM

BLOCK 1A - Parcel 731-600-8013
RLK Fragrance Plus
2601 East Carson Street - Carson, CA

EAST CARSON CORRIDOR DESIGN CONCEPT
November 4, 2025

Mour Group Engineering + Design
6593 RIVERDALE STREET
SAN DIEGO, CA 92120
TEL: 619.727.4800

NOTE:

Grantee must obtain and pay for City of Carson building permits, business license, and inspections.

All work shall include the protection of building as well as maintaining the premises clean at all times.

All debris resulting from any work conducted in connection with this contract shall be the property of the Grantee, who is responsible for its timely removal and lawful disposal. Work site shall be maintained in a clean and orderly manner, and upon completion, property shall be left in a “broom clean” condition.

EXHIBIT "B"
SAMPLE CONTRACTOR AGREEMENT

EXHIBIT "C"
SCHEDULE OF PERFORMANCE

PERMITS: Before commencement of any Project work, Grantee and its contractor shall obtain any and all permits and approvals which may be required by the City or any other governmental agency with jurisdiction. Execution of this Agreement by City shall not be construed as any commitment by City to issue any permits and Grantee and its contractor must obtain all permits pursuant to the City's standard process and requirements.

COMMENCEMENT OF PROJECT WORK: Grantee agrees that the Project work shall not commence until all permits are issued and City has issued a Notice to Proceed and delivered same to Grantee ("Notice to Proceed").

In lieu of disbursement of grant monies to Grantee, the Parties agree that City will disburse to Grantee's contractor an amount not to exceed $57,800 ("Grant Funds") for satisfactory completion of the Project upon submission by Grantee's contractor of the documentation required in Section 2 of Grantee's contract with its contractor (Exhibit B).

CONSTRUCTION SCHEDULE: The Project work shall commence not later than ten (10) days after the City issues the Notice to Proceed to Grantee and its contractor, and shall be completed within ninety (90) days thereafter except as stated otherwise or as mutually agreed in writing by Grantee and City. The Project work shall be deemed complete upon written notification specifying that the Project work has been completed issued by the Citywide Façade Improvement Program manager or designee and delivered to Grantee.

The City shall make reasonable efforts to coordinate construction activities with Grantee to minimize disruption to the operation of the business to the maximum extent practicable.

At the City's sole discretion, the schedule may be modified subject to the approval of the City's Program Manager or his/her designee.

EXHIBIT "D"

APPROVED CONSTRUCTION DOCUMENTS

[TO BE INSERTED SEPARATELY]

EXHIBIT "E"

COVENANT FOR COMPLETION AND MAINTENANCE

FAÇADE IMPROVEMENT PROGRAM GRANT AGREEMENT

[ECONOMIC DEVELOPMENT BENEFIT AGREEMENT FOR EAST CARSON CORRIDOR]

This Façade Improvement Program Grant Agreement ("Agreement") is entered into effective _____, 2026 ("Effective Date"), by and between the CITY OF CARSON, a charter city and municipal corporation (the "City"), on the one hand, and DML Properties ("Grantee"), owner of property located at 2717 – 2721 E Carson St., Carson, California ("Property"), on the other hand. The parties hereto are collectively referred to as the "Parties."

RECITALS

WHEREAS, on June 21, 2022, the City passed Resolution No. 22-131 which established a Citywide Commercial Facade Improvement Program (the "Program") pursuant to the adopted Carson Façade Improvement Program Guidelines ("Program Guidelines") for the public purpose of encouraging the improvement, stimulation and revitalization of the exterior facades of existing commercial buildings in various commercial corridors such as along Avalon Boulevard, Main Street, Sepulveda Boulevard, Carson Street, and Figueroa Street.

WHEREAS, the Program is administered by the City and funded by City's General Fund pursuant to an authorized allocation made by the City Council during the City's budget adoption process.

WHEREAS, on _____, 2026, the City Council approved changes to the Program by adopting a modified version of the Program Guidelines ("Updated Program Guidelines") which now contains a no match requirement for certain businesses located on the north side of Carson Street between Harbor View Avenue and Santa Fe Avenue.

WHEREAS, on November 6, 2018, City's voters approved a new Charter for the City which included a comprehensive set of economic development incentives and programs to promote the development of the City of Carson given the unique environmental constraints, to create jobs and to preserve the sound fiscal basis of City. City has determined that under the Charter, City has broad economic development powers to enact measures, to enter into agreements, and to loan, grant, fund, or finance projects which will provide public benefit and protect the public health, safety and welfare of the community, which programs may be carried out singly or in combination in a manner to promote the economic development objectives set forth in Section 206 of the Charter, which specifically allows for the use of "Tax and Assistance Agreements" for sales taxes, transient occupancy taxes, utility taxes or other taxes to be shared with the generator, and rebates or waivers of franchise fees, business license fees, development impact fees, or other revenue sources, or any other economic development subsidy, after a public hearing

identifying the amount and terms of such assistance and the justification for such assistance.

WHEREAS, on March 19, 2024, the City Council adopted Ordinance No. 24-2404 in furtherance of Section 206 of the Charter, specifically authorizing the City to pursue economic development activities by entering into agreements for provision of loans or grants to certain commercial property owners.

WHEREAS, the incentives provided in this Agreement are intended by the City to be consistent with and promote the purposes of Section 206 of the Charter, Ordinance No. 24-2404 and the Updated Program Guidelines by City providing a grant to Grantee for the purpose of, without limitation, stimulating commercial development within the City, increasing jobs, decreasing blight, and increasing tax revenue to the City. This Agreement has been approved by the City Council following all legally required notices and public hearings.

WHEREAS, the Property is a commercial business located within the geographical limits contemplated under the Updated Program Guidelines and is eligible for participation in the Program.

WHEREAS, under the Updated Program Guidelines, the City is authorized to provide grants to commercial businesses with no match requirements from eligible applicants.

WHEREAS, Section 206 of the Carson Charter is consistent with Government Code Section 53083 which authorizes local agencies to provide economic development subsidies in the amount $100,000 or more where the local agency provides written notice through its website concerning the economic development subsidy and the information required under subsection (a) therein.

WHEREAS, in those instances where the Grant Funds equal $100,000 or more, the City has complied with all requirements of Government Code Section 53083.

WHEREAS, this Agreement has been reviewed by City with respect to applicability of the California Environmental Quality Act **(**"CEQA"**)**, the State CEQA Guidelines (California Code of Regulations, Title 14, §§ 15000 *et seq*., hereafter the "CEQA Guidelines"), and any applicable local CEQA policies and procedures and City has determined that this Agreement is not a "project" for purposes of CEQA, as that term is defined by CEQA Guidelines section 15378, because City has determined, in its discretion and based on substantial evidence, that this Agreement presents no potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment, or alternatively, even if it did constitute a project, it would be exempt pursuant to Section 15301 of the CEQA Guidelines (Class 1 exemption for minor alteration of existing public or private structures involving negligible or no expansion of existing use).

WHEREAS, in accordance with the City's Charter powers and Ordinance No. 24-2404, the City Council wishes to enter into this Agreement with Grantee to provide a grant in order to further the objectives of the Program, it being understood that Section 206 of the Charter allows the City to pursue economic development to the maximum degree permitted by the California Constitution.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and conditions contained herein, and upon acknowledgement of each of the Parties of the receipt of valuable consideration, it is agreed as follows:

AGREEMENT

SECTION 1: GRANT FUNDING; PAYMENT; PUBLIC BENEFITS

In lieu of disbursement of grant monies to Grantee, the Parties agree that City will disburse to Grantee's contractor an amount not to exceed $131,900 ("Grant Funds") for satisfactory completion of the Project upon submission by Grantee's contractor of the documentation required in Section 2 of Grantee's contract with its contractor (Exhibit B).

Under the Updated Program Guidelines, City funds are eligible for uses including but not limited to: installation of new or repair or replacement of exterior signs; installation of new or repair or replacement of awnings, canopies, or sunshades; painting or replace or repair exterior surface treatment; asphalt paving, replacement or repair of tiles or decorative pavers; sidewalk or courtyard repaving; repair or replacement of masonry walls or footings; outdoor lighting: installation of new exterior lighting fixtures or repair or replacement of existing exterior lighting fixtures; installation, repair or replacement of decorative or security fencing; replacement of plate glass windows; re-glazing of windows or change of window mullions with the approval of application by the City.

The City Council finds that the Program, as implemented in part through completion of the Project, will without limitation, stimulate commercial development within the City, increase jobs, decrease blight, and increase tax revenue to the City ("Public Benefits"). As an additional Public Benefit, where feasible for Grantee when hiring contractors to perform work for the Project, Grantee shall use commercially reasonable, good faith efforts to hire contractors whose principal address is located within the City of Carson.

SECTION 2: WORK COMPLETION; PREVAILING WAGES

2.1 SCOPE OF WORK AND SCHEDULE OF PERFORMANCE

Grantee agrees that it shall utilize the Grant Funds to pay for those improvements

specified in the Scope of Work attached hereto and incorporated herein as Exhibit "A," which is at times referred to herein as the "Project," in accordance with Grantee's completed application ("Application") on file at City Hall. No changes or additions to the Scope of Work will be permitted without prior written approval of the City's Contract Officer, and any changes made without the requisite approval will not be eligible for funding and will be deemed a material breach of this Agreement. All work toward such Project will be performed and completed (i) by Grantee entering into a contract with its selected contractor where the contract is substantially similar to the sample contract provided in Exhibit "B"; (ii) within and in accordance with the Updated Project Guidelines; (iii) by a State licensed contractor within the time period(s) established in Exhibit "C," the "Schedule of Performance" unless otherwise authorized by the City; and (iv) in accordance with approved construction documents as detailed in Exhibit "D," with Exhibits B, C and D attached hereto and incorporated herein by this reference. Grantee agrees to allow the City or its agents access to buildings and the storefront improvements at the Property, when convenient for the Parties, for inspection of the Project work. Such inspections shall not replace any required permit inspections by the City's Building Inspectors. All work which is not in conformance with the approved plans, design drawings and specifications shall be immediately remedied by the Grantee at Grantee's sole expense and deficient or improper work shall be replaced and made to comply with the approved plans, design drawings and specifications and the terms of the Agreement.

2.2 PREVAILING WAGES

Certain or all portions of the Project may be subject to prevailing wages under the Labor Code. More specifically, if the amount of the Grant Funds exceeds $1,000 and is 2% or more of the total cost of the Project, the below provisions will apply.

Grantee acknowledges that the construction and construction-related activities for the Project are subject to the California Prevailing Wage Law, and Grantee is required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations ("DIR") under Section 1720, *et seq*., of the California Labor Code for all covered work performed on the Project. The applicable prevailing rates are on file with, and open to inspection at, the Community & Economic Development Department (Special Projects Division) and is referred to and made a part hereof. Due to the fact that Prevailing Wage Law applies to construction work performed for the Project, the Grantee's contractor(s) shall submit weekly certified payrolls of all workers employed on the construction of the Project to the City in a form acceptable to the City. Grantee acknowledges the possibility of wage increases during construction work performed for the Project and that Grantee and/or its contractor(s) shall be responsible for paying such increases. Grantee acknowledges that it is aware of and shall comply with, and that its contractor(s) shall be aware of and shall comply with, the following sections of the California Labor Code: (i) Section 1725.5 requiring that all contractors and subcontractors performing work on the Project be registered with, and pay an annual fee to, the DIR prior to and during the performance of any work towards the Project; (ii) Section 1775 prescribing penalties for failure to pay prevailing wage rates; (iii) Section 1776 requiring the making, keeping, and disclosing of

detailed certified payroll records and prescribing penalties for failure to do so; (iv) Section 1777.5 prescribing the terms and conditions for employing registered apprentices; (v) Section 1810 providing that eight hours of labor shall constitute a day's work; and (vi) Section 1813 prescribing penalties for violations of the provisions concerning eight-hour work days and forty-hour work weeks. If Grantee violates the foregoing or any other Prevailing Wage Laws, Grantee shall be solely liable for the cost thereof and shall indemnify and hold the City officers, employees and agents harmless from any liability or penalties therefor. This Project will be developed and budgeted for assuming the payment of prevailing wages as needed.

2.3 PROJECT FUNDING

Grant Funds shall only be used to pay for the improvements as stipulated under the Scope of Work (Exhibit A) and in the time and manner specified under the Schedule of Performance (Exhibit C). It is incumbent upon the Grantee to ensure that Project is carried out in accordance with the Project's approved scope and timeline. Any deviation in the Scope of Work and/or Schedule of Performance must be approved by the City in advance and in writing. Work performed outside the specification of the Scope of Work and/or outside the timeframe established under the Schedule of Performance are not eligible for Grant Funds.

2.4 COVENANT FOR COMPLETION AND MAINTENANCE

Concurrent with execution of this Agreement, Grantee shall execute a Covenant for Completion and Maintenance to be recorded with the Los Angeles County Recorder's Office, a copy of which covenant is attached hereto and incorporated herein by this reference as Exhibit "E," requiring Grantee or its successors and assigns, to complete the Project in accordance with the Schedule of Performance (Exhibit "C"). The covenant will also require Grantee and its successors and assigns to maintain the design and paint colors established for the Property under this Agreement for a period of at least five (5) years from the date the Project is completed, as determined by the Citywide Façade Improvement Program manager or designee.

SECTION 3: AUDITS; MISUSE OF FUNDS

City reserves the right to designate its own employee representative(s) or its contracted representative(s) with a Certified Public Accounting firm who shall have the right to audit Grantee's accounting procedures and internal controls of Grantee's financial systems as they relate to the Grant Funds and to examine any cost, revenue, payment, claim, other records or supporting documentation resulting from any items set forth in this Agreement. Any such audit(s) shall be undertaken by City or its representative(s) at mutually agreed upon reasonable times and in conformance with generally accepted auditing standards. Grantee agrees to fully cooperate with any such audit(s).

If the Grantee, or Grantee's designated contractor should utilize the funds for anything other than as stated in the Application, the City may thereupon recover the entire

amount of the Grant Funds from Grantee and/or the subsequent operator of the Property, together with reasonable attorney fees and costs incurred in enforcing this provision. This provision shall **not** apply where the proposed changes are first reviewed and approved by the City. Approval shall not be unreasonably withheld to the extent the proposed changes are authorized in the Updated Program Guidelines.

SECTION 4: REMEDIES FOR BREACH

In the event the Grantee or any subsequent operator breaches Section 3 of this Agreement, in addition to all legal and equitable remedies available to the City, the City may thereupon deny any request(s) for reimbursement and/or recover the entire amount of the Grant Funds from the Grantee and/or the subsequent operator of the Property, together with reasonable attorney fees and costs incurred in enforcing this provision.

SECTION 5: INSURANCE AND INDEMNIFICATION.

5.1 INDEMNIFICATION

To the maximum extent permitted by law, the Grantee hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of the Grantee's performance or work hereunder (including any of its officers, agents, employees, contractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, or any loss of business in connection with construction over the course of completion of the Project and damage to City property, or any construction defect that may arise from City-provided design services or the Project's compliance with City-recommended designs, or any other liability that may arise from work performed on the Project pursuant to the contract between Grantee and its contractor, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. The Grantee's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Grantee or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

Indemnitees do not and shall not waive any rights that they may possess against the Grantee because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.

The Grantee, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.

5.2 INSURANCE.

A. Without limiting Grantee's obligations to City under Section 5.1, and prior to commencement of any construction toward the Project, Grantee shall obtain, provide and maintain at its own expense during the term of this Agreement (at times extending beyond the term), policies of insurance of the types and amounts described below and in a form satisfactory to City.

(i) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). Grantee shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form ISO CGL CG 00 01 or equivalent, in an amount not less than $2,000,000 per occurrence, $4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(ii) Worker's Compensation Insurance. Grantee shall maintain 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 Grantee 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 Grantee in the course of carrying out the work contemplated in this Agreement.

(iii) Automotive Insurance. Grantee shall maintain ISO Form Number CA 00 01 covering any auto (Code 1), or if the Grantee has no owned autos, covering hired (Code 8), and non-owned autos (Code 9), with limit no less than $1,000,000 combined single limit for each accident for bodily injury and property damage.

(iv) Flood Insurance. If the Property is located in a FEMA designated high-risk area (zones A or V), Grantee shall maintain flood insurance in an amount not less than the total cost of the improvements specified in the Scope of Work.

(v) Builder's Risk Insurance. Grantee 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. The City shall be included as a "loss payee" in the amount of the Grant Funds.

If the Grant Funds is less than $50,000, then at the option of City, an Installation Floater may be acceptable in lieu of Builder's Risk Insurance. For Contract Sum exceeding $50,000, an Installation Floater may still be considered in place of Builder's Risk based on the project scope, subject to approval by the City's Risk Manager. 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.

B. 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 the insured's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended, cancelled or non-renewed 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 Grantee shall, prior to the cancellation date, submit new evidence of insurance in conformance with this section to the Contract Officer. No work or services under this Agreement shall commence until the Grantee has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

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

SECTION 6: ADDITIONAL WORK

Nothing contained in this Agreement is intended to limit, restrict, or prohibit the Grantee from undertaking additional work in or about the subject premises, which is

unrelated to the approved improvements provided for in this Agreement; provided, however, that City approves such work in advance.

SECTION 7: TERM AND TERMINATION

7.1 TERM

This Agreement shall be binding upon the City and upon the Grantee and Grantee's successor(s) to the Property for a period of (2) two years after the Effective Date. It shall be the responsibility of the Grantee to inform subsequent owner(s)/lessee(s) of the Property of the provisions of this Agreement.

7.2 TERMINATION

The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Grantee, except that where termination is due to the fault of Grantee, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, Grantee 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) Grantee 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. Without limiting the generality of the foregoing, City may terminate this Agreement for cause where Grantee fails to cooperate or respond to communications from the City. In any such event, City may issue a 14-day notice requesting confirmation of continued participation in the Program and if Grantee does not respond within that period, the City may issue a termination letter which will serve as notice of termination of this Agreement. Immediately following termination of this Agreement for any reason, City and Owner must notify Owner's contractor in writing of such termination.

SECTION 8: DESIGNS

Notwithstanding any provision of this Agreement, Grantee is responsible for obtaining applicable design review approvals, obtaining all required permits, and complying with all applicable laws and Updated Program Guidelines. As part of the Program, City has offered Grantee complimentary design guidance services for the Project ("Design Guidance Services") and, unless Grantee indicates by checking the box below, Grantee agrees to utilize City's Design Guidance Services for the Project. Grantee utilizing the Program's complimentary design guidance are also subject to requirements of this section.

☐

By checking the box above, Grantee acknowledges that City has offered Grantee complimentary Design Guidance Services but Grantee has declined such services and

instead, is electing to obtain its own licensed architect to prepare designs for the Project. In so doing, Grantee understands and agrees that all designs prepared by Grantee's architect must comply with City's recommended designs for the Project.

SECTION 9: MISCELLANEOUS PROVISIONS

9.1 RECITALS.

All recitals in this Agreement are hereby incorporated into this Agreement as if set forth fully herein.

9.2 COVENANT AGAINST DISCRIMINATION.

Grantee covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that in the performance of this Agreement, there shall be no discrimination against or segregation of any person or group of persons on account of race, religious creed, color, gender, national origin, ancestry, physical disability, mental disability, medical condition, pregnancy, marital status, age, sexual orientation, or any other basis pertaining to a protected characteristic under applicable federal, state, or local law.

9.3 CONFLICTS OF INTEREST.

Grantee, its agents and employees shall comply with applicable federal, state, and local laws and regulations governing conflict of interest. Grantee covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that may be affected by its obligations to perform under this Agreement, or that would conflict in any manner with its obligations hereunder. Grantee further covenants that, in performing this Agreement, no person having any such interest shall be employed by it. Furthermore, Grantee shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this agreement. Grantee agrees not to accept any employment or representation during the term of this Agreement that is or may likely make Grantee "financially interested" (as provided in California Government Code Sections 1090 and 87100) in any decision made by City on any manner in connection with which Grantee has been retained pursuant to this Agreement.

9.4 WARRANTY AND REPRESENTATION OF NON-COLLUSION.

City hereby warrants and represents that no official, officer, agent or employee of the City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, agent or employee of the 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 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 interest found to be "remote" or "non interest" pursuant to California Government Code Sections 1091 and 1091.5.

Grantee hereby 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, agent or employee, as a result or consequence of obtaining or being awarded any agreement. Grantee is aware of and understands that any such act(s), omission(s), or other conduct resulting in the payment of money, consideration, or other thing of value will render this Agreement void and of no force and effect.

Grantee Representative Initials _____

9.5 PROHIBITED AND PERMITTED USE OF FUNDS.

Grantee acknowledges and understands that it is prohibited from using the Grant Funds for any purpose that is not permitted under the Updated Program Guidelines. Grantee agrees to use Grant Funds only for the purpose stated in Grantee's application and for the purpose of completion of the Project.

9.6 FALSE STATEMENTS.

Grantee understands that making false statements or claims in connection with this Agreement is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

9.7 NOTICES.

All notices, demands, invoices, and communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

To City:
City of Carson
701 East Carson Street
Carson, CA 90745
Attn: James Nguyen, Special Projects Manager
Email: jnguyen@carsonca.gov

To Grantee:
DML Properties
2717 - 2721 E Carson Street
Carson, CA 90810
Email: delaliquor@gmail.com
Phone: (714) 853 - 8767

9.8 SEVERABILITY.

Any provision of this Agreement that is found invalid or unenforceable shall be

deemed severed and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.

9.9 CORPORATE AUTHORITY.

The persons executing this Agreement on behalf of the Parties warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this 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.

9.10 GRANTEE REPRESENTATIVE AND CITY'S CONTRACT OFFICER.

The following principal(s) and/or representative(s) of Grantee is/are hereby designated as the person(s) authorized to act on Grantee's behalf with respect to this Agreement and to make all decisions in connection herewith:

DML Proeprties, Owner

James Nguyen, Special Projects Manager, or such person as may be designated by the City Manager, is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and Project specified herein and to make all decisions in connection therewith ("Contract Officer").

9.11 WAIVER.

The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

9.12 GOVERNING LAW AND VENUE.

This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.

9.13 INTERPRETATION.

Grantee acknowledges that it has had ample opportunity seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.

9.14 TIME OF ESSENCE.

Time is of the essence of this Agreement.

9.15 THIRD PARTIES.

Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."

9.16 NON-LIABILITY OF OFFICIALS AND EMPLOYEES OF THE CITY.

No official or employee of the City shall be personally liable for any default or liability under this Agreement.

9.17 COUNTERPARTS AND SIGNATURES.

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, will be deemed to constitute one and the same agreement. The facsimile, email or other electronically delivered signatures of the Parties shall be deemed to constitute original signatures.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

WITNESS WHEREOF, the Parties have executed this Agreement on the date first

above written.

CITY:

CITY OF CARSON, a California charter city

_____
David C. Roberts, Jr., City Manager

ATTEST:

_____
Dr. Khaleah R. Bradshaw, City Clerk

APPROVED AS TO FORM:
Aleshire & Wynder, LLP

_____
Sunny K. Soltani, City Attorney

GRANTEE:

_____

_____
Name:

_____
Title:

_____
Name:

_____
Title:

***Two corporate officer signatures required when Grantee 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.**

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.

On _____, 2026 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.

On _____, 2026 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 WORK

Commercial Façade Improvement Program

Name: DML Properties	Tel. No.: 310-830-7600 #1306
Address: 2717 - 2721 E Carson St.	Date: 05/05/2026

All work is to be done per City of Carson building, planning, and public works codes after submission of all applicable contractor's licenses to the City's Contract Officer. In order to establish standards of quality, the detailed specifications may refer to a certain product by name and/or from a major manufacturer. This procedure is not to be construed as eliminating from competition of other product of equal or better quality by other manufacturers. The Grantee shall furnish a list of proposed desired substitutions prior to signing of the contract. All items listed on work write-up, unless otherwise specified, shall include all finish work, including all trim hardware, patching, and finish painting and/or staining. All overhead and profit should be included in each line item. Use of lead-based paint is prohibited. Removal or work on asbestos and lead containing materials is subject to applicable federal, state, and local regulations.

Any questions regarding this project, the plans, and specifications should be submitted to Miguel Rameriz at mramirez@carsonca.gov.

WORK DESCRIPTION AND STANDARD SPECIFICATIONS

Attached images are from the Bid Proposal Form
Case# CRP-2513
Dated: October 27, 2025.
File Name: DAN P4 Pages, 29- 34

CITY OF CARSON
Commercial Rehabilitation Program

WORK DESCRIPTION AND BID PROPOSAL FORM

Name:	City of Carson	Case No.:	CRP-2513
Address:	2717 and 2721 E. Carson Street	Tel. No.:	(310) 830-7600 #1306
City:	Carson, CA 90810	Date:	October 27, 2025

All work is to be done per City of Carson building, planning, and public works codes. In order to establish standards of quality, the detailed specifications may refer to a certain product by name and/or from a major manufacturer. This procedure is not to be construed as eliminating from competition of other product of equal or better quality by other manufacturers. The contractor shall furnish a list of proposed desired substitutions with bid proposal. All items listed on work write-up, unless otherwise specified, shall include all finish work, including all trim hardware, patching, and finish painting and/or staining to the immediate area. All overhead and profit should be included in each line item. Use of lead-based paint is prohibited. Removal or work on lead and asbestos containing materials is subject to applicable federal, state and local regulations.

Any questions regarding this project, the plans, and specifications should be made to Miguel Ramirez at (310) 830-7600 #1306.

WORK DESCRIPTION AND STANDARD SPECIFICATIONS	ESTIMATE
ITEM DESCRIPTION:	**ESTIMATE:**

1. Demolition: $ 9000

- Remove existing wall mounted signs, address identifiers, wall cap, stone veneer, and electrical with conduit as required.
- Remove existing asphalt as required.
- Remove any items necessary to complete the improvements as shown on the attached conceptual drawings.

NOTE: Contractor shall be responsible for hauling away all material debris and leaving the site in a broom clean condition on a DAILY basis. Contractor shall provide full pedestrian protection during remodeling in accordance with City of Carson code requirements and shall ensure business is in operation during business hours.

Contractor shall also protect the existing mural, roof, roof scuppers, utility meters, parking lot, and all areas not to be rehabilitated.

Owner to be responsible for the temporary removal of any items within 5 feet of area to be rehabilitated. Owner shall contact their alarm company for temporary disconnection and reconnection of alarm system at owner's expense.

2. Electrical: $ 5000

Contractor shall install new electrical junction boxes to accommodate nine (9) new gooseneck light fixtures and eight (8) new flood lights. Electrical shall include new concealed conduit, wiring, breaker, separate light switches, sign/light circuit with timer, and sub-panel (if needed). All work to be in accordance with Local Building Code.

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3. **Metal Wall Cap:** $ 5000
Contractor shall install a new sheet metal wall cap on the front, east, and west side of the existing parapet walls. Contractor shall prime and paint the newly installed wall caps with exterior grade paint to match the existing foam trim. Wall cap to be painted with a minimum of two coats of paint or until an even finish is achieved.

4. **Exterior Paint:** $ 13500
Prepare the bollards, flood lights, wall cap, awning, security bars/doors, three walls, and any other surface that require paint on the exterior of the building to receive new fresh paint. Pull all nails and tacks; fill all holes and cracks; scrape smooth all rough or paint curled surfaces; and apply primer to all bare or exposed wood or metal. Paint all areas with appropriate exterior grade paint minimum 2 coats or until an even finish is achieved in accordance with the attached conceptual drawings. Final colors to be approved by the Planning Department prior to application.

Wall cap and stucco walls	Sherwin-Williams SW 6070 Heron Plume

NOTE: As part of this line-item contractor shall replace any damaged vents on the front and sides of the property to be rehabilitated. Contractor shall also pressure wash existing walkways upon application of paint.

As part of this line item, any leaning bollard shall be replaced with like for like bollard.

5. **Brick Veneer:** $ 9500
Install new thin brick veneer to match ACME Brick Graphite Metro Brick, modular size with wire texture, or approved equal in the configuration, location, and manner as indicated on attached conceptual drawings. Installation and attachment shall be made in accordance with the manufacturer's specifications and Local Building Code.

NOTE: Contractor shall repair the existing sidewalk area where brick veneer has been replaced. A skim coat maybe required.

6. **Vinyl Film:** $ 4500
Install a new bright red vinyl film on the lower portion of all glass as indicated on attached conceptual drawings. Installation shall include the temporarily removal on the inside furniture to accommodate the film installation. New film color and material to be approved by the Planning Department prior to application.

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7. **Exterior Lighting:** $ 6500
Provide and install nine (9) new Galvanized colored Gooseneck light fixture by Hi-Lite Mfg. H15620 or approved equal and eight (8) new LED Lumecon flood lights or approved equal (watts/lumens to match existing). Light fixture color and location to be approved by the Planning Department prior to installation. All lighting is required to be UL approved and in accordance with Local Building Code.

8. **Irrigation and Landscaping:** $ 8900
Contractor shall install new concrete planter boxes as indicated on attached conceptual drawings. New planter boxes shall have a new irrigation system. Irrigation system shall include but is not limited to a new timer at the interior of building or in a lock box, all necessary electrical, plumbing, backflow device with metal enclosure by ECONOCAGE or approved equal, subterranean sprinkler valves, and sprinkler/bubbler heads. Contractor shall then plant four 36" box Western Redbud, thirteen 5 gal. Variegated Smooth Agave, forty-eight 5 gal. Golden Barrel Cactus, forty-one 1 gal. Blue Chalk Stick, and four 5 gal. Coast Rosemary plants as indicated on attached Landscape Plan. Contractor shall install 1-inch brown bark mulch throughout the planter box areas. Contractor shall ensure to leave irrigation system operational and instruct the owner on activating instructions. All work to be in accordance with Local Building Code, Planning Code, and Landscape Plan.

9. **Trash Enclosure:** $ 18000
Install a new pre-manufactured metal trash enclosure 14'L x 10'-6" W x 6'H CMU construction with metal roof and corrugated steel gates as indicated on attached conceptual drawings. Contractor to submit construction drawings to the Building and Planning Department for approval prior to installation. All work to be in accordance to Local Building Code.

10. **Address Identifiers:** $ 3000
Contractor shall install new non-lit channel letter numerical identifier "2717 and 2721" at the front of building. Identifiers shall be in a font and color that complement the new building colors (8 inches in height). Color and font to be approved by the owner and submitted to the Planning Department for final approval.

11. **Channel Letter Sign:** $ 42000
Contractor shall install new non-illuminated channel letter sign indicating "Golden Express & Donuts with circle and DE LA LIQUOR". New channel letters shall be standard boxes with acrylic faces. Contractor to submit construction drawings to the Building and Planning Department for approval prior to installation. Owner to approve lettering prior to fabrication. All work to be in accordance to Local Building Code.

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CITY FEES:

12. **Insurance and Mobilization:** $ 5000
Contractor shall obtain all necessary insurances in accordance to City regulations and shall add the City of Carson as an additional insured. Bid price to include any related storage fees and mobilization of materials and equipment/tools.

13. **Building Permits with Associated Fees and City Business License:** $ 2000
Obtain and pay for Carson building permits, business license, and inspections.

NOTE:

All work shall include the protection of buildings as well as maintaining the premises clean at all times. All debris resulting from any work conducted in connection with this contract shall be the property of the contractor, who is responsible for its timely removal and lawful disposal. Work site shall be maintained in a clean and orderly manner, and upon completion, property shall be left in a "broom clean" condition.

PROJECT TOTAL: $ 131900

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NOTE: I HAVE REVIEWED THE ABOVE WORK DESCRIPTION AND SPECIFICATIONS AND UNDERSTAND THAT ANY CHANGES OR ADDITIONS MUST HAVE PRIOR APPROVAL BY THE CITY OF CARSON TO BE ELIGIBLE FOR FUNDING. I ALSO UNDERSTAND THAT THE TOTAL COST OF REPAIRS CANNOT EXCEED THE AMOUNT AWARDED BY THE CITY, THEREFORE ALL ITEMS INCLUDED ON THE ABOVE LIST MAY NOT BE COMPLETED UNDER THIS PROGRAM.

Owner Signature:	Date:

The undersigned, having become thoroughly familiar with the terms and conditions of the proposed Contract Documents and with local conditions affecting the performance and costs of the work at the place where the work is to be completed, and having fully inspected the site in all particulars, hereby proposed and agree to fully perform the work within the time stated and in strict accordance with the proposed Contract Document including furnishing of any and all labor, materials, services necessary equipment and to do all work required to construct, and complete said work in accordance with the Contract Documents for the sum of money as indicated on the Work Description and Bid Proposal Form and summarized as follows:

One hundred thirty one thousand Dollars, ($ 131900)
Price In Words *Price In Numbers*
Nine hundred

If awarded the contract, the bidder agrees to present the following documents to the City of Carson prior to the issuance of the Notice to Proceed: Valid certificates covering Auto, Liability, and Worker's Compensation insurance including the City of Carson as additionally insured.

It is further agreed that if awarded this contract, no advances or down payments will be issued to contractor and 10% of all requested payouts would be retained until the project is completed to the approval of the owner and all approving agents. Completion of this project will require 60 calendar days.

Contractor: Dan Contractor	Lic. No. & Class.: 818083
Signature:	Phone No.: 562 824 4129
Address: 1328 N. Catalina St Orange CA 92869	

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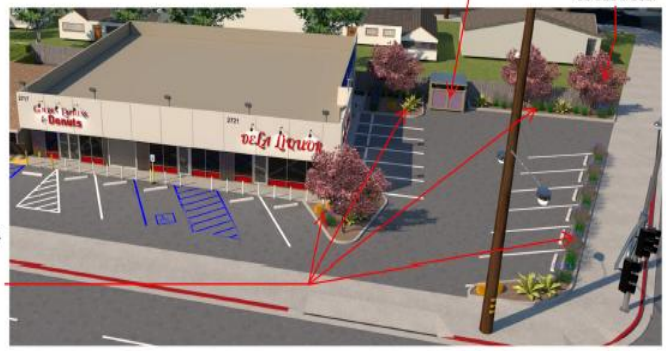
01007.0001/8743831.1

Proposed Building & Landscape Improvements

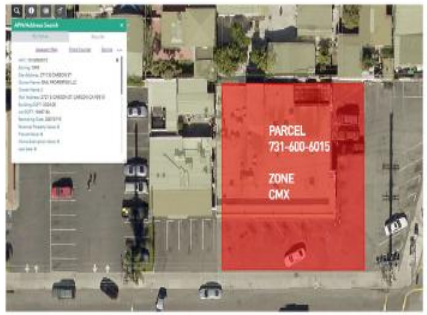
Side View



Aerial View

General Notes:
1. Existing Dela Liquor building is Approx. 5,950 sf in area and 16-18' tall.
2. New Landscape to include (4) trees, drought tolerant plants, ground cover plants and a thin layer of mulch for weed prevention while ground cover establishes.
3. -
4. Replace (E) box sign with front lit sign. Laser cut acrylic signs.
5. Sign vendor to finalize sign designs. Sign shown in renderings is considered a place holder for final professional sign design, from sign vendor.
6. Remove existing tile veneer. Apply new water resistant building paper, lath, scratch coat, thin brick veneer.
7. Thin brick veneer to be installed per manufacturers installation guidelines.
8. Repair rust on all existing security bars (stationary and sliding) and paint dark bronze.
9. New thin brick wainscot is approximately 190 sf.

Existing Site & Building Facade



Parcel Map

Disclaimer:
This is not a construction document or building permit. This is a conceptual design & rendering only.

CITY OF CARSON STOREFRONT IMPROVEMENT PROGRAM

BLOCK 5 - Parcel 731-600-6015
Golden Express and Donut & Dela Liquor
2717-2721 East Carson Street - Carson, CA

EAST CARSON CORRIDOR DESIGN CONCEPT
August 12, 2025

Mour Group Engineering + Design
6593 RIVERDALE STREET
SAN DIEGO, CA 92120
TEL: 619.727.4800

NOTE:

Grantee must obtain and pay for City of Carson building permits, business license, and inspections.

All work shall include the protection of building as well as maintaining the premises clean at all times.

All debris resulting from any work conducted in connection with this contract shall be the property of the Grantee, who is responsible for its timely removal and lawful disposal. Work site shall be maintained in a clean and orderly manner, and upon completion, property shall be left in a “broom clean” condition.

EXHIBIT "B"
SAMPLE CONTRACTOR AGREEMENT

EXHIBIT "C"
SCHEDULE OF PERFORMANCE

PERMITS: Before commencement of any Project work, Grantee and its contractor shall obtain any and all permits and approvals which may be required by the City or any other governmental agency with jurisdiction. Execution of this Agreement by City shall not be construed as any commitment by City to issue any permits and Grantee and its contractor must obtain all permits pursuant to the City's standard process and requirements.

COMMENCEMENT OF PROJECT WORK: Grantee agrees that the Project work shall not commence until all permits are issued and City has issued a Notice to Proceed and delivered same to Grantee ("Notice to Proceed").

In lieu of disbursement of grant monies to Grantee, the Parties agree that City will disburse to Grantee's contractor an amount not to exceed $131,900 ("Grant Funds") for satisfactory completion of the Project upon submission by Grantee's contractor of the documentation required in Section 2 of Grantee's contract with its contractor (Exhibit B).

CONSTRUCTION SCHEDULE: The Project work shall commence not later than ten (10) days after the City issues the Notice to Proceed to Grantee and its contractor, and shall be completed within ninety (90) days thereafter except as stated otherwise or as mutually agreed in writing by Grantee and City. The Project work shall be deemed complete upon written notification specifying that the Project work has been completed issued by the Citywide Façade Improvement Program manager or designee and delivered to Grantee.

The City shall make reasonable efforts to coordinate construction activities with Grantee to minimize disruption to the operation of the business to the maximum extent practicable.

At the City's sole discretion, the schedule may be modified subject to the approval of the City's Program Manager or his/her designee.

EXHIBIT "D"

APPROVED CONSTRUCTION DOCUMENTS

[TO BE INSERTED SEPARATELY]

EXHIBIT "E"

COVENANT FOR COMPLETION AND MAINTENANCE

CITY OF CARSON
NOTICE OF PUBLIC HEARING

DATE AND TIME: Tuesday, May 5, 2026, 5:00 p.m.

LOCATION: Helen Kawagoe City Council Chambers
Carson City Hall, 701 East Carson Street
Carson, CA 90745

PURPOSE: CONSIDERATION OF PROPOSED ECONOMIC DEVELOPMENT BENEFIT AGREEMENTS (FAÇADE IMPROVEMENT PROGRAM GRANT AGREEMENTS – ROUND 2) PROVIDING GRANT FUNDING TO THE FOLLOWING COMMERCIAL BUSINESSES IN CARSON, CALIFORNIA:

1. 114 W Carson St, Carson, California, 90745 (Ding Tea Carson)
2. 1329-1347 E Carson St, Carson, California, 90746 (HCJA Properties, Carson Plaza)
3. 21839-21855 S Avalon Blvd, Carson, California, 90745 (Home Service Unlimited, Inc, 219th)
4. 2601 E Carson St, Carson, California 90810 (Perfume 4 Less)
5. 2605 E Carson St, Carson, California 90810 (Irene's Hair Cut + 310 Smoke Shop)
6. 2609 E Carson St, Carson, California 90810 (Kathy's Bakery Bros)
7. 2611 E Carson St, Carson, California 90810 (Nitzy Salon + Medicina Alternativa)
8. 2613 E Carson St, Carson, California 90810 (H Glass & Mirror + MCL Logistic LLC)
9. 2615 E Carson St, Carson, California 90810 (Rob's Liquor)
10. 2617-2619 E Carson St, Carson, California 90810 (R C Dollar Plus + Taqueria El Cabrito)
11. 2637 E Carson St, Carson, California 90810 (Santa Fe Medical Clinic)
12. 2641 E Carson St, Carson, California 90810 (Wajid Plaza)
13. 2651 E Carson St, Carson, California 90810 (Dominguez Lavanderia)
14. 2659 E Carson St, Carson, California 90810 (A Plus Embroidery & Silkscreen + Noemi's Income Tax Services)
15. 2713 E Carson St, Carson, California 90810 (Dominguez Pizza)

16. 2717-2721 E Carson St, Carson, California 90810 (Golden Express + Dela Liquor)

NOTICE IS HEREBY GIVEN that, pursuant to Section 206 of the City of Carson Charter and Section 53083(a) (6) (b) of the California Government Code (AB 562), the City of Carson is providing the following comprehensive report and information regarding multiple proposed economic development subsidies. The City of Carson will hold a public hearing meeting at the Carson City Hall, 701 East Carson Street, Carson, CA 90745.

Agreements

In June 2022, the City of Carson adopted the city-wide Commercial Façade Improvement Program ("Program") to provide financial incentives to businesses to promote economic activity, including the assistance with commercial revitalization. Commercial corridors have historically lagged the progress made in other areas in the city, and the Program was adopted to encourage improvement and investments that contribute to the overall city-wide commercial corridor revitalization. In 2023, the City also adopted the Economic Development Strategic Plan (EDSP) which includes a "Reinvigorate Retail" initiative that calls for the long-term commitment to funding commercial façade improvement. On May 5, 2026, the City Council is expected to slightly modify the Program in order to include a no-match requirement for the East Carson Corridor between Harbor View Avenue and Santa Fe Avenue. These economic development benefit agreements are necessary to achieve the goals of the EDSP and the overall city-wide commercial corridor revitalization effort. Additionally, the improvements will likely result development efforts to bring high quality commercial in, higher sales tax revenues and create jobs within the City.

The City is able to implement the provisions of AB 562, a statewide economic development tool passed by Governor Brown in late 2013 for the purpose of allowing local jurisdictions to induce economic development as well as Chapter 3 of Article X of the Carson Municipal Code which specifically authorizes the City to enter into agreements to loan, grant, fund or finance projects.

Pursuant to Chapter 206 of the City's Charter and section 53083(a) of the California Government Code (AB562) the following information will be posted on the City's website.

1) The name and address of all corporations, or any other business entities, except for sole proprietorships, that are the beneficiary of the economic development subsidy, if applicable.

The City of Carson is proposing to enter into seven agreements to provide financial assistance in the form of economic development subsidies to the following entities, as further described in each entities' Economic Development Benefit Agreements (Façade Improvement Program Grant Agreements):

#	Business Entity Name	Business Address
1	Ding Tea Carson	114 W Carson St, Carson, California, 90745
2	HCJA Properties (Carson Plaza)	1329-1347 E Carson St, Carson, California, 90746
3	Home Service Unlimited, Inc (219th)	21839-21855 S Avalon Blvd, Carson, California, 90745
4	Perfume 4 Less	2601 E Carson St, Carson, California, 90810

5	Irene's Hair Cut + 310 Smoke Shop	2605 E Carson St, Carson, California, 90810
6	Kathy's Bakery Bros	2609 E Carson St, Carson, California, 90810
7	Nitzy Salon + Medicina Alternativa	2611 E Carson St, Carson, California, 90810
8	H Glass & Mirror + MCL Logistic LLC	2613 E Carson St, Carson, California, 90810
9	Rob's Liquor	2615 E Carson St, Carson, California, 90810
8	R C Dollar Plus + Taqueria El Cabrito	2617-2619 E Carson St, Carson, California, 90810
10	Santa Fe Medical Clinic	2637 E Carson St, Carson, California, 90810
11	Wajid Plaza	2641 E Carson St, Carson, California, 90810
12	Dominguez Lavanderia	2651 E Carson St, Carson, California, 90810
13	A Plus Embroidery & Silkscreen + Noemi's Income Tax Services	2659 E Carson St, Carson, California, 90810
15	Dominguez Pizza	2713 E Carson St, Carson, California, 90810
16	Golden Express + Dela Liquor	2717-2721 E Carson St, Carson, California, 90810

2) The start and end dates and schedule, if applicable, for the economic development subsidy.

If approved, the start date of the economic subsidy will begin on the day the City issues a Notice to Proceed and will continue through the term of the agreement with each entity.

#	Business Entity Name	Business Address
1	Ding Tea Carson	Start date: Upon issuance of a Notice to Proceed (to be determined after May 5, 2026) End date: No later than two years after Agreement Effective Date.
2	HCJA Properties (Carson Plaza)	Start date: Upon issuance of a Notice to Proceed (to be determined after May 5, 2026) End date: No later than two years after Agreement Effective Date.
3	Home Service Unlimited, Inc (219th)	Start date: Upon issuance of a Notice to Proceed (to be determined after May 5, 2026) End date: No later than two years after Agreement Effective Date.
4	Perfume 4 Less	Start date: Upon issuance of a Notice to Proceed (to be determined after May 5, 2026) End date: No later than two years after Agreement Effective Date.
5	Irene's Hair Cut + 310 Smoke Shop	Start date: Upon issuance of a Notice to Proceed (to be determined after May 5, 2026)

		End date: No later than two years after Agreement Effective Date.
6	Kathy's Bakery Bros	Start date: Upon issuance of a Notice to Proceed (to be determined after May 5, 2026) End date: No later than two years after Agreement Effective Date.
7	Nitzy Salon + Medicina Alternativa	Start date: Upon issuance of a Notice to Proceed (to be determined after May 5, 2026) End date: No later than two years after Agreement Effective Date.
8	H Glass & Mirror + MCL Logistic LLC	Start date: Upon issuance of a Notice to Proceed (to be determined after May 5, 2026) End date: No later than two years after Agreement Effective Date.
9	Rob's Liquor	Start date: Upon issuance of a Notice to Proceed (to be determined after May 5, 2026) End date: No later than two years after Agreement Effective Date.
10	R C Dollar Plus + Taqueria El Cabrito	Start date: Upon issuance of a Notice to Proceed (to be determined after May 5, 2026) End date: No later than two years after Agreement Effective Date.
11	Santa Fe Medical Clinic	Start date: Upon issuance of a Notice to Proceed (to be determined after May 5, 2026) End date: No later than two years after Agreement Effective Date.
12	Wajid Plaza	Start date: Upon issuance of a Notice to Proceed (to be determined after May 5, 2026) End date: No later than two years after Agreement Effective Date.
13	Dominguez Lavanderia	Start date: Upon issuance of a Notice to Proceed (to be determined after May 5, 2026) End date: No later than two years after Agreement Effective Date.
14	A Plus Embroidery & Silkscreen + Noemi's Income Tax Services	Start date: Upon issuance of a Notice to Proceed (to be determined after May 5, 2026) End date: No later than two years after Agreement Effective Date.

15	Dominguez Pizza	Start date: Upon issuance of a Notice to Proceed (to be determined after May 5, 2026) End date: No later than two years after Agreement Effective Date.
16	Golden Express + Dela Liquor	Start date: Upon issuance of a Notice to Proceed (to be determined after May 5, 2026) End date: No later than two years after Agreement Effective Date.

3) A description of the economic development subsidy, including the estimated total amount of expenditure of public funds, or of revenue lost to, the local agency, as a result of the economic development subsidy.

As consistent with Chapter 3 of Article X of the Carson Municipal Code, the City would provide the following economic development subsidies to the following entities:

#	Business Entity Name	Business Address
1	Ding Tea Carson	The subsidy is a reimbursement of up to $7,618 for business owner's expenditures of eligible façade improvements of at least $12,735.
2	HCJA Properties (Carson Plaza)	The subsidy is a reimbursement of up to $250,000 for business owner's expenditures of eligible façade improvements of at least $497,500.
3	Home Service Unlimited, Inc (219th)	The subsidy is a reimbursement of up to $250,000 for business owner's expenditures of eligible façade improvements of at least $497,500.
4	Perfume 4 Less	The subsidy is an expenditure of up to $84,450 for eligible façade improvements.
5	Irene's Hair Cut + 310 Smoke Shop	The subsidy is an expenditure of up to $53,150 for eligible façade improvements.
6	Kathy's Bakery Bros	The subsidy is an expenditure of up to $82,950 for eligible façade improvements.
7	Nitzy Salon + Medicina Alternativa	The subsidy is an expenditure of up to $83,200 for eligible façade improvements.
8	H Glass & Mirror + MCL Logistic LLC	The subsidy is an expenditure of up to $68,000 for eligible façade improvements.
9	Rob's Liquor	The subsidy is an expenditure of up to $86,500 for eligible façade improvements.
10	R C Dollar Plus + Taqueria El Cabrito	The subsidy is an expenditure of up to $85,800 for eligible façade improvements.
11	Santa Fe Medical Clinic	The subsidy is an expenditure of up to $81,200 for eligible façade improvements.
12	Wajid Plaza	The subsidy is an expenditure of up to $101,400 for eligible façade improvements.

13	Dominguez Lavanderia	The subsidy is an expenditure of up to $93,600 for eligible façade improvements.
14	A Plus Embroidery & Silkscreen + Noemi's Income Tax Services	The subsidy is an expenditure of up to $142,600 for eligible façade improvements.
15	Dominguez Pizza	The subsidy is an expenditure of up to $57,800 for eligible façade improvements.
16	Golden Express + Dela Liquor	The subsidy is an expenditure of up to $131,900 for eligible façade improvements.

For some economic development subsidies listed, the City may provide the business owner(s) with a dollar-for-dollar match for any amount over $2,500 and for others there is no matching requirements. Additionally, if opted by the business owners, complementary architectural services may also be provided. Cumulatively, the total subsidy amounts to $1,662,168 without the inclusion of architectural services.

4) A statement of the public purposes for the economic development subsidy.

The economic development subsidy achieves the following goals for the City's commercial corridors, including:

- **Create a Stronger Local Economy.** Strengthen the economic base of the corridors and the community at large by installing needed site improvements and stimulating new commercial expansion, employment, and economic growth.
- **Improve Public Infrastructure and Services.** Provide necessary public improvements such as flood control, street improvements, and traffic circulation.
- **Use Land Wisely.** Assemble land into parcels suitable for integrated development with improved pedestrian and vehicular circulation in these areas. Secure the availability of property to attract investors and developers and replan, redesign, and improve areas which are stagnant or improperly utilized.
- **Eliminate Blight.** Eliminate deteriorating buildings, incompatible and uneconomic land uses, and other environmental, economic, and social deficiencies; improve the overall appearance of buildings, streets, parking areas, and other facilities, and assure that all buildings are safe for people and businesses to occupy.
- **Protect and Enhance Community Character**. Preserve artistically, architecturally, and historically worthwhile structures and sites and upgrade urban design standards to provide unity and to encourage community identity.

5) Projected tax revenue to the local agency as a result of the economic development subsidy.

Although difficult to accurately quantify, the economic development subsidies are anticipated to "pay for itself" over time through increase in taxes (e.g., sales tax etc.), decrease in vacancies, increase in private investment/funding sources and more. For all subsidies, staff estimates that the direct, indirect, and/or induced tax revenue generated will be recouped within a 15-year period or less. Additionally, economic development subsidies also offer many other public benefits as stated above that is not included in a

tax revenue calculation. The approximate breakdown of tax revenues generated is as follows:

#	Business Entity Name	Estimated Tax Revenue
1	Ding Tea Carson	$25,541
2	HCJA Properties (Carson Plaza)	$374,325
3	Home Service Unlimited, Inc (219th)	$284,556
4	Perfume 4 Less	$38,074
5	Irene's Hair Cut + 310 Smoke Shop	$5,670
6	Kathy's Bakery Bros	$28,350
7	Nitzy Salon + Medicina Alternativa	$44,850
8	H Glass & Mirror + MCL Logistic LLC	$14,104
9	Rob's Liquor	$99,250
8	R C Dollar Plus + Taqueria El Cabrito	$51,975
10	Santa Fe Medical Clinic	$38,074
11	Wajid Plaza	$58,780
12	Dominguez Lavanderia	$18,900
13	A Plus Embroidery & Silkscreen + Noemi's Income Tax Services	$35,438
15	Dominguez Pizza	$53,298
16	Golden Express + Dela Liquor	$136,080

6) Estimated number of jobs created by the economic development subsidy, broken down by full-time, part-time and temporary positions.

The City roughly estimates that the economic development subsidies will cumulatively generate 17 full time, 23 part time, and 23 temporary jobs. The approximate breakdown of jobs created is as follows:

#	Business Entity Name	Full Time	Part Time	Temp
1	Ding Tea Carson	0	1	0
2	HCJA Properties (Carson Plaza)	0	6	6
3	Home Service Unlimited, Inc (219th)	0	4	4
4	Perfume 4 Less	0	1	1
5	Irene's Hair Cut + 310 Smoke Shop	2	1	1
6	Kathy's Bakery Bros	1	1	1
7	Nitzy Salon + Medicina Alternativa	2	1	1
8	H Glass & Mirror + MCL Logistic LLC	2	1	1
9	Rob's Liquor	1	1	0
8	R C Dollar Plus + Taqueria El Cabrito	1	1	1
10	Santa Fe Medical Clinic	2	1	1
11	Wajid Plaza	2	1	1
12	Dominguez Lavanderia	0	0	1
13	A Plus Embroidery & Silkscreen + Noemi's Income Tax Services	1	1	2
15	Dominguez Pizza	1	1	1
16	Golden Express + Dela Liquor	2	1	1

	Total	**17**	**23**	**23**

You may be present and provide live comments on this matter during the designated public hearing comment period. Speakers are generally limited to 3 minutes. Alternatively, you may submit written public comments' regarding the item to: kbradshaw@carsonca.gov until 5:00 P.M. on May 5, 2026. For those wishing to observe, the meeting will be streamed live over the internet via www.carsonca.gov and broadcast on Cable Channel 35 (Spectrum) and Channel 99 (AT&T).

This Notice is provided pursuant to Government Code, section 53083(a) and (b). If you challenge this action(s) in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Council at or prior to the public hearing.

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)

DATED: This ___ day of May, 2026,

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

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, May 5, 2026, 5:00 PM

DISCUSSION 34.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Budget

Subject: FISCAL YEAR 2026-2027 BUDGET WORKSHOP NO. 1 (CITY COUNCIL)

I. SUMMARY

This marks the commencement of the first of three budget workshops scheduled ahead of a public hearing on June 16, 2026, aimed at deliberating the adoption of the proposed Fiscal Year 2026-2027 budget. At this workshop, there will be an overview of the General Fund Reserve status and the anticipated revenues for Fiscal Year 2026-2027, address the proposed General Fund expenditures, salaries and benefits, vacancy rates, and personnel requests, and outline strategies to achieve and sustain a structurally balanced budget, as mandated by law. According to the City's Charter, the City Council must endorse an annual budget via resolution before June 30 each year.

The City's objective is to achieve a structurally balanced budget for the sixth (6) consecutive year, wherein recurring expenses remain within recurring revenues.

The development of the City’s Operational Budget is guided by the following principles:

1. Quality of life improvements (infrastructure, maintenance, beautification)
2. Economic development
3. Governance policies and procedures pertaining to districts
4. Housing
5. Increase public safety
6. Make progress on development that provides community benefits in the long term
7. Maintain quality City programs and services
8. Advocacy for funds from county, state and federal government
9. Increased outreach and information to the community

Annually, the City adopts a Capital Improvement Program that outlines fund allocations for the upcoming fiscal year. Public Works will present the proposed FY 2026-2027 CIP plan for Council consideration.

II. RECOMMENDATION

PROVIDE direction to staff on the creation of the draft Fiscal Year 2026-2027 Budget.

III. ALTERNATIVES

TAKE another action deemed appropriate by City Council.

IV. BACKGROUND

Objective:

The objective of this workshop is to provide the City Council with updated insights into the General Fund Reserve, anticipated revenues and expenditures for the Fiscal Year 2026-2027 budget. Additionally, it aims to guide potential adjustments to the City's budget structure for the same fiscal year. This will help ensure fiscal responsibility and prepare for any challenges in the upcoming budget cycle.

Overview of Financial Budget:

A. General Fund Balance Update

The General Fund Balance is a critical measure of the City's financial health. It serves as a safeguard for navigating future uncertainties, particularly during periods of economic instability. The City continues to maintain a strong reserve position, which is expected to carry forward into Fiscal Year 2026-2027.

The close of Fiscal Year 2024-2025 the general fund balance stood at $252.5 million. Of this total, $91 million was allocated to the Unrestricted Fund (Surplus), and $161 million was designated as the Restricted Fund Balance.

The $161 million in Restricted Funds includes the following:
- $70 million from the Oil Tax Lump Sum payment, which is currently under litigation;
- $50 million allocated for Fiscal Year 2024-2025 Capital Improvement Plan (C.I.P.) project;.
- $31 million reserved in line with the City's 20% Reserve Policy for economic uncertainties; and
- $10 million set aside for Self-Insurance.

(See Exhibit 1 for a detailed breakdown.)

As of the midpoint of Fiscal Year 2025-2026, $5 million of the $91 million surplus has been allocated to the Operating and C.I.P. budgets, leaving a remaining balance of $86 million in surplus for the remainder of the fiscal year. (See Exhibit 2 for a detailed list of obligations from the General Fund Reserve Surplus, totaling $5 million.)

B. General Fund Revenue and Expenditure Update

The proposed budget for FY 2026-2027 is designed to achieve a structurally balanced status, where ongoing revenues align with proposed operating expenditures. The proposed budget for FY 2026-2027 is structurally balanced with revenues projected at approximately $156.9 million and expenditures projected at approximately $156.4 million, resulting in an estimated surplus of approximately $470,051.

According to the City Council's reserve policy, 20% of annual budget expenditures must be set aside for economic uncertainty, with additional funding allocated for self-insurance claims. Detailed information is available in Exhibit (1).

Revenue Sources Overview:

A. Sales & Use Tax

Sales and use taxes remain a vital revenue source for the City's General Fund. For FY 2026-2027, sales tax revenue is projected to increase by approximately 3.1%, totaling approximately $40.3 million. This represents a modest uptick compared to the previous fiscal year. The revenue projections are detailed in Exhibit (3).

B. Property Tax

The City of Carson is expected to experience a continued increase in property tax revenue, with a projected increase of approximately 2.8%, totaling approximately $26.3 million. The rise in net taxable property values, including those from industrial sales and valuation adjustments, is expected to support this increase. However, there is a need to remain vigilant regarding the impact of rising interest rates on future property tax collections. Refer to Exhibit (3) for a detailed breakdown.

C. Franchise Fees

Franchise tax revenues are projected to decrease by approximately 20.6%, totaling approximately $16.8 million. This decline reflects changes in franchise-related activity compared to prior year performance. Exhibit (3) outlines the forecast and actuals for this revenue stream.

D. Transaction User Tax (Measure K)

The approval of Measure K remains a key factor in boosting the City's revenue base. For FY 2026-2027, projected revenue for Measure K is expected to decrease by approximately 4.9%, totaling approximately $18.9 million. However, economic factors such as inflationary pressures and geopolitical tensions may impact the long term trajectory of this revenue stream. Detailed projections can be found in Exhibit (3).

E. Utility Users Tax (UUT) (Measure R)

The Utility Users Tax continues to provide significant funding for the City's services. Projected revenue for FY 2026-2027 is expected to increase by approximately 4.3%, totaling approximately $12.0 million. UUT remains a steady revenue source, contributing to a significant portion of the City's General Fund. Exhibit (3) provides the projections for this source.

F. Licenses and Permits

Licenses and permit revenue is projected to decrease slightly by approximately 3.1%, totaling approximately $9.45 million. This reflects fluctuations in permitting activity and development trends across the City. Exhibit (3) outlines the breakdown of this revenue source.

G. Oil Industry Business Tax (Measure C)

Revenue from the oil industry business tax is expected to increase by approximately 16.9%, totaling approximately $10.0 million. This increase reflects improved projections following recent audits and actions taken to adjust revenue forecasts. Exhibit (3) provides additional details on this revenue stream.

H. Use of Money and Property

Revenue from Use of Money and Property is projected to decrease slightly by approximately 0.9%, totaling approximately $7.0 million. This category includes interest earnings and other returns on City held funds and reflects stabilization following prior year fluctuations. Exhibit (3) provides additional details on this revenue stream.

I. Fines and Fees

Revenue from fines and fees is expected to increase significantly by approximately 47.7%, totaling approximately $8.9 million. This increase reflects higher collections and enforcement activity compared to prior year trends. Staff will continue to monitor this revenue category and adjust projections as needed. Exhibit (3) provides details on this revenue.

J. Transient Occupancy Tax (TOT)

The Transient Occupancy Tax is expected to remain stable at approximately $2.5 million. This tax remains an important revenue stream for the City, supported by ongoing short-term lodging activity. Detailed projections are available in Exhibit (3).

K. Charges for Services

Charges for Services revenue is projected to increase by approximately 30.8%, totaling approximately $1.9 million. This increase reflects higher activity levels across City services and program-related revenues. Detailed projections are available in Exhibit (3).

L. Intergovernmental Revenues

Intergovernmental revenues are projected to remain flat at approximately $150,000. This category includes funding received from federal, state, and other governmental agencies and is expected to remain consistent with prior year levels. Detailed projections are available in Exhibit (3).

M. Other Revenue

Other Revenue, which includes sources such as third-party recoveries, community benefits, etc. is projected to increase by approximately 6.7%, totaling approximately $2.42 million. The increase is primarily driven by higher third-party recoveries and community benefit contributions. Exhibit (3) provides further details on these projections.

Expenditure Overview:

A. General Expenditure Analysis

The proposed budget for FY 2026-2027 reflects an overall expenditure decrease of approximately 0.1% compared to the revised FY 2025-2026 budget. The budget reflects continued investment in public safety, staffing, and essential City services, while identifying efficiencies in certain operational areas.

B. Department-Specific Expenditures

City Council
FY 25/26 Revised Budget: $954,898
FY 26/27 Proposed Budget: $960,749
Percent Change: +0.6%

The City Council's budget reflects a modest increase, which is attributed to ongoing legislative activities and outreach programs. This supports continued civic engagement and public services while maintaining a stable funding level. Exhibit (4) provides further details.

City Attorney’s Office
FY 25/26 Revised Budget: $3,900,000
FY 26/27 Proposed Budget: $2,900,000
Percent Change: -25.6%

A reduction is proposed for the City Attorney's budget. This decrease reflects lower anticipated legal costs and efficiencies in legal service expenditures compared to the prior fiscal year. Exhibit (4) provides further details.

City Clerk’s Office
FY 25/26 Revised Budget: $1,912,550
FY 26/27 Proposed Budget: $2,557,729
Percent Change: +33.7%

The City Clerk's budget reflects a significant increase, primarily due to anticipated ballot measure and election-related expenses in the upcoming fiscal year. These costs are cyclical and driven by election activity rather than ongoing operational changes. Exhibit (4) provides further details.

City Treasurer's Office
FY 25/26 Revised Budget: $1,040,083
FY 26/27 Proposed Budget: $988,809
Percent Change: -4.9%

The City Treasurer's budget reflects a slight decrease, primarily due to reduced costs associated with supplies and bank fees. This reduction reflects efficiencies in operational expenditures while maintaining core financial oversight functions. Exhibit (4) provides further details.

City Manager's Office
FY 25/26 Revised Budget: $8,249,921
FY 26/27 Proposed Budget: $8,508,050
Percent Change: +3.1%

The City Manager's budget reflects a modest increase to support ongoing administrative operations, including staffing, initiatives, and operational needs associated with city services and organizational priorities. Exhibit (4) provides further details.

Information Technology & Security
FY 25/26 Revised Budget: $5,868,083
FY 26/27 Proposed Budget: $6,200,143
Percent Change: +5.7%

The Information Technology & Security's budget reflects an increase primarily due to salary related costs and ongoing support for technology systems and infrastructure. This ensures continued reliability and security of the City's information systems. Exhibit (4) provides further details.

Public Safety and Emergency Management
FY 25/26 Revised Budget: $35,659,799
FY 26/27 Proposed Budget: $37,311,023
Percent Change: +4.6%

Public Safety and Emergency Management's expenditures are expected to increase, reflecting ongoing contractual obligations, including the Sheriff's contract, as well as staffing, equipment, and operational costs necessary to maintain the City's commitment to public safety and emergency services. Exhibit (4) provides further details.

Finance
FY 25/26 Revised Budget: $6,326,692
FY 26/27 Proposed Budget: $6,674,228
Percent Change: +5.5%

The Finance Department's budget reflects a moderate increase, driven by ongoing financial management, auditing services, and reporting requirements necessary to support the City's operations and continued growth. Exhibit (4) provides further details.

Human Resources & Risk Management
FY 25/26 Revised Budget: $7,249,640
FY 26/27 Proposed Budget: $8,476,672
Percent Change: +16.9%

The Human Resources & Risk Management's budget reflects an increase to support recruitment, employee development programs, and ongoing workforce management in alignment with the City's operational needs and organizational growth. Exhibit (4) provides further details.

Community & Economic Development
FY 25/26 Revised Budget: $10,534,827
FY 26/27 Proposed Budget: $9,557,994
Percent Change: -9.3%

The Community & Economic Development's budget reflects a decrease, primarily due to the completion of major projects and a continued focus on operational efficiencies. This reduction also reflects a strategic reallocation of resources to other priority areas. Exhibit (4) provides further details.

Public Works
FY 25/26 Revised Budget: $33,457,461
FY 26/27 Proposed Budget: $29,263,161
Percent Change: -12.5%

The Public Works budget reflects a decrease, primarily due to the completion or scaling down of certain projects and a continued focus on operational efficiencies. Despite this reduction, the department will continue to support essential infrastructure maintenance and core service delivery. Exhibit (4) provides further details.

Community Services/Recreation/Park Maintenance
FY 25/26 Revised Budget: $27,072,863
FY 26/27 Proposed Budget: $29,234326
Percent Change: +8.0%

The Community Services/Recreation/Park Maintenance budget reflects an increase to support ongoing recreational programs, community services, and maintenance activities. This increase ensures continued delivery of programs and services that enhance quality of life for residents. Exhibit (4) provides further details.

Non-Departmental
FY 25/26 Revised Budget: $14,324,381
FY 26/27 Proposed Budget: $13,830,149
Percent Change: -3.5%

Non-departmental expenditures are expected to decrease, primarily due to reduced contingency allocations and transfer costs. This reflects continued efforts to manage citywide expenditures efficiently. Exhibit (4) provides further details.

Salaries and Benefits Overview:

The proposed Fiscal Year 2026-2027 budget includes salaries and benefits for a total of 403 full-time equivalent (FTE) positions across various departments, totaling approximately $61.4 million. This allocation reflects the City's continued commitment to providing competitive compensation while ensuring the effective delivery of essential services to the community. Exhibit (5) provides further details.

A breakdown of key departments shows the following:

• Public Works has the largest number of FTEs, reflecting the department's critical role in maintaining the City's infrastructure.
• Community Services follows, supporting programs vital to community engagement and quality of life.
• Public Safety continues to receive significant staffing resources to support essential safety services.
• Other departments, such as Finance and the City Manager's Office, maintain staffing levels necessary for financial oversight and administrative operations.

The vacancy rate across all departments is approximately 10%, representing 40 vacant positions. These vacancies present opportunities for the City to address staffing needs and enhance service delivery in critical areas. Exhibit (6) provides further details.

While the City is managing vacancies effectively, continued efforts will be required to fill positions in key departments to maintain operational efficiency.

Overall, the proposed salaries and benefits budget reflects a balanced approach to ensuring competitive compensation, maintaining a full workforce, and addressing the City's growing demands for services. The City Council's oversight will be essential in ensuring that the allocation remains aligned with service goals and financial stability.

Conclusion:

The City of Carson is positioned for a stable financial outlook in Fiscal Year 2026-2027, supported by modest revenue growth and controlled expenditures that maintain a structurally balanced budget. While certain revenue categories reflect variability, the overall outlook remains positive, and the General Fund Reserve continues to provide a solid foundation to navigate economic uncertainties.

On the expenditure side, the proposed budget reflects a strategic approach to funding essential services, with an emphasis on public safety, infrastructure, and community programs. The budget ensures fiscal responsibility while addressing the operational needs of the City. Continued oversight from the City Council will be essential in maintaining a sustainable budget that is adaptable to evolving economic conditions and aligned with the City's long-term goals.

Overall, the City's financial outlook for FY 2026-2027 remains stable, and with prudent financial management, Carson will continue to meet the needs of its residents and businesses while maintaining long-term fiscal sustainability.

V. FISCAL IMPACT

The Operational Budget Revenue baseline is estimated at $156.93 million. The Operational Budget Expense is estimated at $156.46 million. The estimated surplus is $470,051.

The City Council's direction from this workshop will inform the drafting of the Fiscal Year 2026-2027 budget. A comprehensive set of exhibits accompanies this report to provide detailed insights into revenue and expenditure projections.

VI. EXHIBITS

1. General Fund Balance

2. General Fund Surplus Mid-Year Balance

3. 2026-2027 Proposed Revenues

4. 2026-2027 Proposed Expenditures

5. 2026-2027 Proposed Salaries & Benefits

6. 2026-2027 Forecasted Vacancy Rate

Attachments

Exhibit No. 1-General Fund Balance
Exhibit No. 2- General Fund Surplus Mid-Year Balance.pdf
Exhibit No. 3- 2026-2027 Proposed Revenues
Exhibit No. 4- 2026-2027 Proposed Expenditures
Exhibit No. 5-2026-2027 Salaries and Benefits
Exhibit No. 6- 2026-2027 Forecasted Vacancy Rate

General Fund Balance

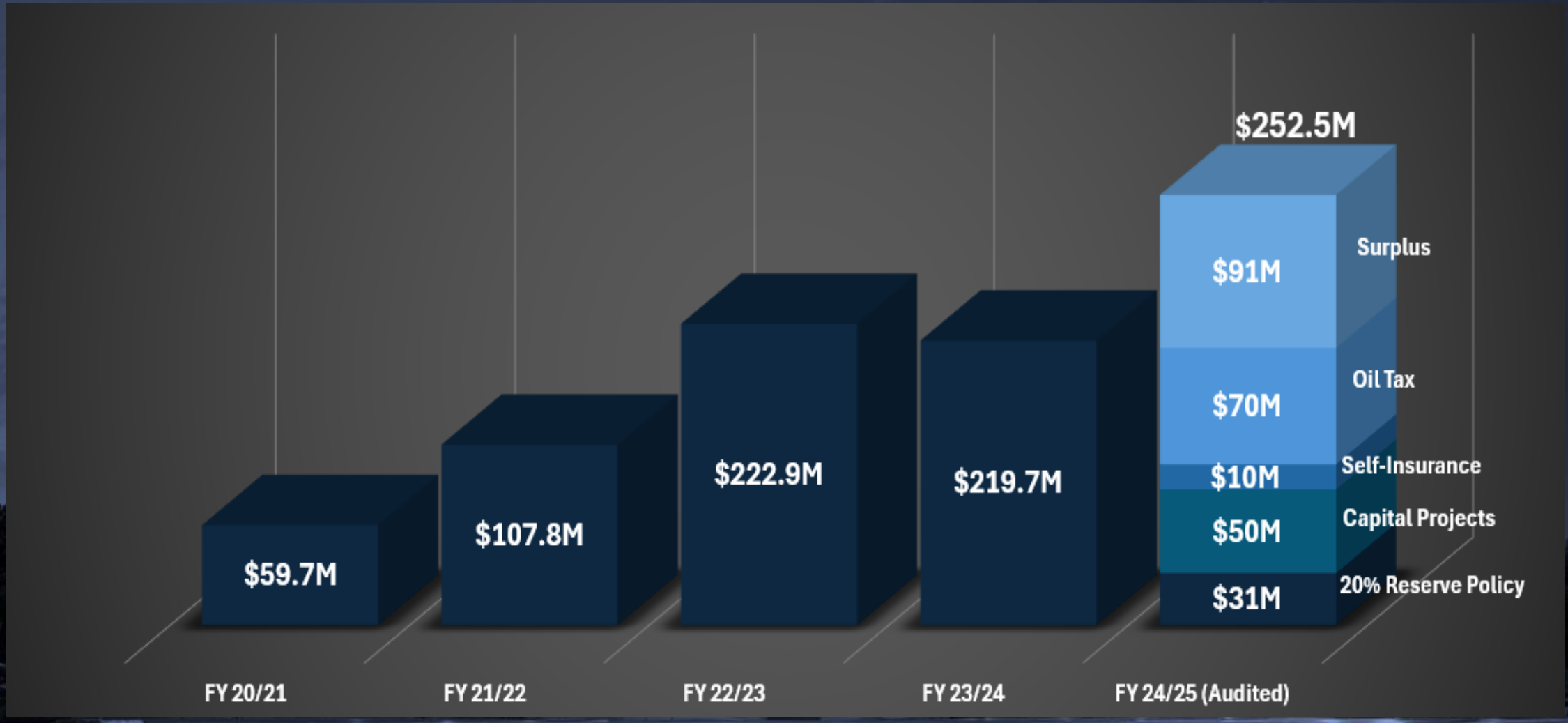


EXHIBIT NO. 2

FISCAL YEAR 2025-2026 GENERAL FUND SURPLUS MID-YEAR BALANCE

General Fund Unassigned/Uncommitted (Surplus) Beginning Balance for FY25/26	**$91,410,333.63**

General Fund Surplus Amendments (Before Mid-Year)

Amount	Description
$768,482.96	Carry Forward: Operations and Maintenance Resolution 25-113
$1,533,584.06	Carry Forward: Capital Improvement – PW 1791 (City-Wide Pavement Program) – Resolution 25-113
$50,000	Grant Project: Carson Climate Action Plan Resolution 25-085
$2,000,000	Fiber Optic Project: All funding was moved to an Enterprise Fund - of the 27,000,000 moved 25,000,000 was already budgeted and 2,000,000 was moved from the General Fund Reserve – Resolution 26-012
$4,352,067.02	**Total Amendments**

Mid-Year Balance

Total Withdrawal Request at Mid-Year	**$959,225**
General Fund Mid-Year Balance	**$86,099,041.61**

FY 2026/2027 Proposed Revenue Budget

Revenue Source	FY 25/26 Adopted Budget	FY 26/27 Proposed Budget	FY 25/26 Actuals	Percent +/-
Sales Tax	39,149,000	40,344,641	27,820,329	3.1%
Property Tax	25,594,667	26,320,406	16,966,437	2.8%
Franchise Fees	21,180,000	16,821,000	9,574,226	-20.6%
Transaction User Tax (Measure K)	19,900,000	18,923,759	11,407,903	-4.9%
Utility User Tax	11,500,000	12,000,000	7,846,519	4.3%
Licenses and Permits	9,749,738	9,451,590	6,307,414	-3.1%
Oil Business Tax	8,600,000	10,050,000	8,664,688	16.9%
Use of Money and Property	7,118,940	7,057,000	7,819,327	-0.9%
Fines and Fees	6,051,704	8,936,163	5,014,660	47.7%
Transient Occupancy Tax	2,500,000	2,500,000	1,595,995	0.0%
Charges for Services	1,494,694	1,955,526	1,568,227	30.8%
Intergovernmental Revenues	150,000	150,000	37,688	0.0%
Other Revenue	2,270,821	2,423,000	10,375,241	6.7%
Totals	155,259,564	156,933,084	114,998,652	1.1%

FY 2026/2027 Proposed City Expenditure

Department	FY 25/26 Revised Budget	FY 26/27 Proposed Budget	FY 25/26 Actuals	Percent +/-
City Council	954,898	960,749	764,204	0.6%
City Attorney's Office	3,900,000	2,900,000	3,248,660	-25.6%
City Clerk's Office	1,912,550	2,557,729	1,166,182	33.7%
City Treasurer's Office	1,040,083	988,809	739,119	-4.9%
City Manager's Office	8,249,921	8,508,050	5,551,316	3.1%
Information Technology and Security	5,868,083	6,200,143	4,078,754	5.7%
Public Safety & Emergency Management	35,659,799	37,311,023	26,469,259	4.6%
Finance	6,326,692	6,674,228	4,277,807	5.5%
Human Resources & Risk Management	7,249,640	8,476,672	4,865,129	16.9%
Community & Economic Development	10,534,827	9,557,994	5,380,042	-9.3%
Public Works	33,457,461	29,263,161	21,508,275	-12.5%
Community Services/Recreration/Park Maintenance	27,072,863	29,234,326	20,741,420	8.0%
Non-Departmental	14,324,381	13,830,149	23,272,187	-3.5%
Totals	156,551,198	156,463,033	122,062,354	-0.1%

FY 2026/2027 Proposed FTE Salaries and Benefits

Department	FTE Count	Propsed FY 26/27
City Council	5	659,449
City Clerk's Office	6	1,053,751
City Treasurer's Office	5	875,609
City Manager's Office	31	5,978,719
Information Technology and Security	17	3,393,429
Public Safety & Emergency Management	34	5,093,356
Finance	35	5,402,078
Human Resources & Risk Management	18	3,088,712
Community & Economic Development	21	3,147,753
Public Works	126	17,845,172
Community Services/Recreation/Park Maintenance	105	14,895,382
Totals	403	61,433,410

FY 2026/2027 Forecasted Vacancy Rate

Department	FTE Count	FTE Filled	Vacancy	Vacancy Rate
City Council	5	5	-	-
City Clerk's Office	6	6	-	-
City Treasurer's Office	5	5	-	-
City Manager's Office	31	26	5	16%
Information Technology & Security	17	15	2	12%
Public Safety & Emergency Management	34	31	3	9%
Finance	35	32	3	9%
Human Resources & Risk Management	18	16	2	11%
Community & Economic Development	21	18	3	14%
Public Works	126	113	13	10%
Community Services/Recreation/Park Maintenance	105	96	9	9%
Totals	403	363	40	10%