

AMENDMENT NO. 5

TO AGREEMENT FOR CONTRACTUAL SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACTUAL SERVICES (“Amendment”) by and between the **CITY OF CARSON** (“City”) and **DYETT & BHATIA, URBAN AND REGIONAL PLANNERS**, a California Corporation (“Consultant”) is effective as of the ___ day of _____, 2024.

RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated June 6, 2017 (“Agreement”), whereby Consultant agreed to provide Planning Services to help the City update its General Plan and the Zoning Ordinance.

B. City and Consultant entered into that certain Amendment No. 1 to the Agreement dated June 5, 2018 (“Amendment No. 1”), whereby Consultant agreed to incorporate and provide additional public outreach strategies and activities to allow additional meetings, workshops and forums toward supporting the services detailed in the Agreement, and the parties agreed to increase the Contract Sum prescribed in the Agreement, as such term is defined therein.

C. After the Agreement and General Plan Update project was initiated, the City identified the need to (1) evaluate the Carson Circuit and Dial-A-Ride Service, and (2) develop Senate Bill 743 (Steinberg, 2013) implementation approach through the General Plan. In order to address these objectives, the City proposed to detail how the current Carson Circuit and Dial-A-Ride Service meets or does not meet the transportation needs of the community and integrate a Vehicle Miles Traveled (VMT) approach into the City’s transportation guidelines, Transportation Demand Management Program and Circulation Element. City and Consultant entered into that certain Amendment No. 2 to the Agreement dated February 18, 2020, to increase the Contract Sum from \$1,175,194 to \$1,372,164 to enable the Consultant to provide these additional services.

D. Pursuant to an application submitted on or about January 27, 2020, City, in or about October of 2020, received a conditional award of a Local Early Action Planning (LEAP) grant in the amount of \$300,000 from the California Department of Housing and Community Development, to be used for the purposes of (1) preparing the City’s General Plan Housing Element for the 2021-2029 planning period and subsequent compliance with the 6th Cycle RHNA obligations of the City (“Housing Element”), and (2) adopting an Accessory Dwelling Unit (ADU) ordinance consistent with changes in state law and amending the General Plan and Zoning Code as necessary to accommodate same, including completing the necessary CEQA assessments for such tasks (the “LEAP Grant”).

E. On November 17, 2020, City and Consultant entered into that certain Amendment No. 3 to the Agreement to: (1) increase the contract sum by \$300,000, from \$1,372,164 to \$1,672,164, with the understanding that the additional funding authorized was the LEAP Grant funding and no other funding; and (2) increase the scope of services to provide for Consultant to perform the above-referenced tasks and services pursuant to the LEAP Grant.

F. All of the LEAP Grant funding has now been expended.

G. On June 21, 2022, City and Consultant entered into that certain Amendment No. 4 to the Agreement to add services to the Agreement related to: (1) additional hearings and environmental review for the Housing Element; (2) preparation of an Environmental Justice element of the General Plan as required by Senate Bill 1000; (3) updating the information in the Existing Conditions Report for inclusion in the General Plan EIR and the General Plan; (4) including policies in the General Plan that will be helpful for the City to compete for grants; and (5) completion of additional tasks related to the comprehensive Zoning Code update, including CEQA review, objective standards per SB 35, an updated Zoning Map, and additional Planning Commission and City Council meetings/hearings. To fund these added services, Amendment No. 4 increased the Contract Sum by \$235,500, from \$1,672,164 to \$1,907,664.

H. Amendment No. 4 also provided for (i) an additional 12 months to complete the services, which additional time was needed due to unforeseen complications such as City staff shortages and changes in relevant laws (and/or actions of third parties associated therewith or resulting therefrom) having resulted in delays which are beyond the control and without the fault or negligence of Consultant or City, (ii) an inflationary adjustment pursuant to Section VII of Exhibit “C” of the Agreement (which City and Consultant agreed would be the sole and exclusive adjustment ever made pursuant to said section), and (iii) correction of a typo in the Agreement’s Schedule of Compensation.

I. City and Consultant now desire to further amend the Agreement to: (i) authorize additional services related to Housing Element revisions as necessary to gain HCD certification of the Housing Element, which services have already been performed; and (ii) authorize additional services related to the comprehensive Zoning Code update, including additional services necessitated by (a) City’s decision to divide said update into two phases, (b) changes to State law occurring throughout the update process, (c) City’s decision to have Consultant to prepare parking and loading regulations as part of the Zoning Code update and not as part of the development of the Carson Neighborhood Mobility Plan as originally contemplated in Task 8.B of the Scope of Services, and (d) City’s request for Consultant to make the new Zoning Code interactive via use of hyperlinks to related provisions and to terms and definitions. City and Consultant also desire to extend the term of the Agreement until December 31, 2025, and to increase the Contract Sum by \$80,800, from \$1,907,664 to 1,988,464 to authorize time and compensation for Consultant to perform these additional services.

J. This Amendment concerns a change order pursuant to Carson Municipal Code Section 2611(m)(2) and therefore does not require bidding, as the changes to the Agreement scope of work, price, and schedule set forth herein arose out of reasonably unforeseeable circumstances borne out of the original scope of the Agreement.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein (new text is identified in *bold italics*, deleted text in ~~strike through~~).

- a. **The first paragraph of Section 2.1, Contract Sum, is hereby amended to read as follows:**

“Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed *One Million Nine Hundred Eighty-Eight Thousand Four Hundred Sixty-Four Dollars (\$1,988,464)* ~~One Million Nine Hundred Seven Thousand Six Hundred Sixty-Four Dollars (\$1,907,664)~~ (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.8.”

- b. **Section 3.4, Term, 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 *December 31, 2025* ~~June 30, 2023~~, or at completion of the services, whichever is later, except as otherwise provided in the Schedule of Performance (Exhibit ‘D’).”

- c. **Section 4.3, Contract Officer, is hereby amended as follows:**

“The Contract Officer shall be *Saied Naaseh, Community Development Director* ~~Richard Rojas, Senior Planner~~, or such person as may be designated by the City Manager.”

- d. **Exhibit “A” (Scope of Services) is hereby amended to add a new Task C to the tasks set forth in Section 1(c) of Amendment No. 4 in connection with preparation of the Housing Element (although the costs for such services will not be funded with LEAP Grant funds, as such funds have all been expended):**

“C. *Consultant shall respond to comments provided to the City by HCD in the course of HCD’s review of City-approved versions of the Housing Element for certification of compliance of the Housing Element with the State housing-element law, including by (i) communicating with HCD and City staff thereon and (ii) preparing draft revisions to City-approved versions of the Housing Element for further City review and approval as necessary to address such HCD comments and gain certification of the Housing Element (the “Additional Housing Element Work”).*”

- e. **The last sentence under Module 2 of Task 8.B in Exhibit “A” (Scope of Services”) is hereby deleted, as City and Consultant agree that Consultant will perform revisions to parking and loading and transportation demand management (TDM) regulations as part of the Zoning Code update as**

provided in Additional Zoning Task No. 8 (below) and not as part of the development of the Carson Neighborhood Mobility Plan.

- f. **Additional Zoning Task No. 1 in Exhibit “A” (Scope of Services) of the Agreement (added by Amendment No. 4) is hereby amended as follows:**

“1. CEQA Review for Zoning Code and Mobile Home Parks Ordinance. The original scope of services assumed that CEQA review for zoning would be done by City staff (Task 8.D). Consultant, *via its approved subconsultant Environmental Science Associates (ESA)*, will *conduct the CEQA review and will prepare an appropriate environmental document for each Phase of two negative declarations* — one for the ~~Mobile Home Parks Ordinance (being prepared separately by City staff/City Attorney) and one for the Zoning Code Update.~~ For budgeting purposes *each both of these is are assumed to be a memorandum including (without limitation) findings, analysis and discussion addressing each of the environmental issues analyzed in the 2023 EIR for the Carson 2040 General Plan Update pursuant to CEQA Guidelines Section 15162(c)(2) to determine if the applicable Phase of the proposed Zoning Code Update is within the scope of said 2023 EIR, and thus if subsequent/further environmental analysis or preparation of a further environmental document is required for said Phase ~~Negative Declarations, in the form of a CEQA checklist with short narrative text where needed).~~”*

- g. **The following new tasks no. 5-8 are hereby added to the Additional Zoning Tasks in Exhibit “A” (Scope of Services):**

“5. Phasing. *The Zoning Code Update shall be divided into two phases. Phase 1 shall be capable of being implemented independently and irrespective of any later adoption of Phase 2 or any other amendment. Phase 1 shall address and focus on residential and mixed-use zones and include the amendments necessary to implement the Housing Element, including the rezoning required for the City to gain full HCD certification of compliance with respect to the Housing Element. Phase 2 will focus on the remaining updates, including commercial and industrial zones. This Phasing will require preparation of separate Phase 1 and Phase 2 Zoning Codes (with Phase 2 portions omitted in the Phase 1 Code), Phase 1 and Phase 2 Zoning Maps (with Phase 2 portions omitted in the Phase 1 Map), and environmental review for each Phase.*

6. State Law Changes. *Consultant shall monitor and remain abreast of changes to state law that may occur throughout the Zoning Code Update process (including preparation and consideration of Phase 1 and Phase 2, as applicable) and shall prepare the draft Code in a manner that remains current and up to date with applicable state law throughout the Zoning Code update process, subject to*

review and approval by the Contract Officer in consultation with the City Attorney.

7. Interactive Code. The new Zoning Code delivered pursuant to the Zoning Code Update shall be interactive, meaning it shall include internal embedded hyperlinks to all related/cross-referenced provisions within the Code, applicable defined terms and use classifications used or referenced within the Code, and applicable provisions of state law referenced in the Code. Consultant shall coordinate with the City’s Municipal Code publishing company to complete the hyperlinking process, subject to Contract Officer approval.

8. Off-Street Parking and Loading Regulations. Consultant shall update the City’s off-street parking and loading regulations as part of the Zoning Code Update and pursuant to the Housing Element Update. The updated standards shall take into account HCD comments regarding requirements for Housing Element certification and shall reflect the City’s desire to promote alternative transportation, mixed-use development, and foster development of pedestrian-scaled and walkable centers, while accommodating the needs of automobile and goods movement.”

h. Section I of Exhibit “C” (Schedule of Compensation) of the Agreement is hereby amended to read in its entirety as follows:

	Phase/Task	Time (from Project Start to Completion)	Sub-Budget
	Phase I: Project Initiation, Visioning, and Issue Identification	7 Months	\$256,133
1.	Project Initiation	3 Months	\$34,876
2.	Visioning and Issue Identification	6.5 Months	\$73,331
3.	Existing Conditions, Trends, and Opportunities Assessment	7 Months	\$147,926
	Phase II: Options and Strategies	14.5 Months	\$482,157**
4.	Alternatives	11.5 Months	\$144,067
5.	Preferred Plan	14.5 Months	\$141,120
6.	Carson Circuit and Dial-A-Ride Evaluation and VMT Guidelines	6 Months	\$196,970.00

	Phase III: Draft and Final Documents	28 Months	\$778,874
7.	Draft General Plan (including Environmental Justice element)	66 Months	\$197,632
8.	Draft and Final EIR	66 Months	\$203,495
9.	Planning and Zoning Code Update (including Additional Zoning Tasks)	90 72 Months	\$398,800 \$352,000
10.	Hearings and Adoption	90 72 Months	\$25,747
	<i>Other</i>		
	LEAP Grant Tasks (Amendment No. 3)	21.5 Months (from effective date of Amendment No. 3, as detailed in Section III of Exhibit "A")	\$300,000 (as detailed in Section III of Exhibit "A")
	<i>Additional Housing Element Work</i>	<i>6 months (from effective date of Amendment No. 4)</i>	<i>\$34,000</i>
	Additional Housing Element Hearings & Environmental Review (Amendment No. 4)	6 months (from effective date of Amendment No. 4)	\$15,500
	Update to Existing Conditions Report (Amendment No. 4)	6 months (from effective date of Amendment No. 4)	\$30,000
	Complete Streets Funding Support (Amendment No. 4)	6 months (from effective date of Amendment No. 4)	\$15,000
	Adjustment Per Exhibit "C," §VII (see Amendment No. 4, §1(f))	All services after June 7, 2020 (see Amendment No. 4, §1(f))	\$30,000
	TOTAL	Estimated Not to Exceed 90 72 Months*	\$1,988,464 \$1,907,664

***The 90- 72-month period shall supersede any conflicting schedules set forth in Exhibit “D-1,” “Schedule of Performance,” of the Agreement.**

****Note: This change in Amendment No. 4 is intended to merely correct a prior error in the sum of the three rows below when calculating the total Phase II costs.”**

- i. Section V of Exhibit “C” (Schedule of Compensation) of the Agreement is hereby amended as follows:**

~~“The total compensation for the services shall not exceed **1,988,464** \$1,907,664 if City does not exercise the option to prepare TDM or Parking Regulations or Design Guidelines, or \$1,961,664 if the City does exercise the option to prepare TDM or Parking Regulations or Design Guidelines, as provided in Section 2.1 of this Agreement.”~~

2. Continuing Effect of Agreement. Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, and this Amendment to the Agreement.

3. Affirmation of Agreement; Warranty Regarding 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.

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

ATTEST:

Lula Davis-Holmes, Mayor

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney

CONSULTANT:

DYETT & BHATIA, URBAN AND REGIONAL PLANNERS, a California corporation

By: _____
Name: Rajeev Bhatia
Title: President

By: _____
Name:
Title:

Address: 1330 Broadway, Suite 604
Oakland, CA 94612

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.

<p><input type="checkbox"/> CAPACITY CLAIMED BY SIGNER</p> <p><input type="checkbox"/> INDIVIDUAL</p> <p><input type="checkbox"/> CORPORATE OFFICER</p> <p>_____</p> <p><input type="checkbox"/> PARTNER(S) <input type="checkbox"/> TITLE(S) LIMITED</p> <p><input type="checkbox"/> <input type="checkbox"/> GENERAL</p> <p><input type="checkbox"/> ATTORNEY-IN-FACT</p> <p><input type="checkbox"/> TRUSTEE(S)</p> <p><input type="checkbox"/> GUARDIAN/CONSERVATOR</p> <p><input type="checkbox"/> OTHER _____</p> <p>_____</p> <p>SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))</p> <p>_____</p> <p>_____</p>	<p>DESCRIPTION OF ATTACHED DOCUMENT</p> <p>_____</p> <p>TITLE OR TYPE OF DOCUMENT</p> <p>_____</p> <p>NUMBER OF PAGES</p> <p>_____</p> <p>DATE OF DOCUMENT</p> <p>_____</p> <p>SIGNER(S) OTHER THAN NAMED ABOVE</p>
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STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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.

<input type="checkbox"/> CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	_____
<input type="checkbox"/> CORPORATE OFFICER	_____
_____	_____
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL	TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/> ATTORNEY-IN-FACT	_____
<input type="checkbox"/> TRUSTEE(S)	NUMBER OF PAGES
<input type="checkbox"/> GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/> OTHER _____	_____
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))	DATE OF DOCUMENT
_____	_____
_____	_____
_____	SIGNER(S) OTHER THAN NAMED ABOVE