

160-11-0

## AMENDMENT NO. 2

### 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 18 day of February, 2020.

### 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 the General Plan and the Zoning Ordinance.

B. City and Consultant entered into that certain Amendment No. 1 to Agreement for Contractual Services 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.

B. Since the Agreement and General Plan Update project was initiated, the City has 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.

C. In order to address these objectives, the City proposes 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.

D. City and Consultant now desire to amend the Agreement to increase the Contract Sum from One Million One Hundred Seventy-Five Thousand One Hundred Ninety-Four Dollars (\$1,175,194) to One Million Three Hundred Seventy-Two Thousand One Hundred Sixty-Four Dollars (\$1,372,164) to enable the Consultant to provide additional services detailed above.

### 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 Three Hundred Seventy-Two Thousand One Hundred Sixty-Four Dollars (\$1,372,164)*** ~~One Million One Hundred Seventy-Five Thousand One Hundred Ninety-Four Dollars (\$1,175,194)~~ (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8."

**b. Exhibit "A" of the Agreement, "Scope of Services," is hereby amended to add the following tasks:**

***Tasks to be Performed by Consultant:***

**Task 1: Project Coordination and Management**

Dyett & Bhatia will coordinate with Fehr and Peers on the assignment, including oversight of work effort, periodic phone calls, review of materials, and coordination of socio-economic data, and General Plan and EIR efforts.

**Task 2: Preparation and Coordination of Socio-Economic Data**

In order for Fehr and Peers to do project transportation conditions, the General Plan projections for future would need to be translated into housing units and building area, and resultant population and jobs calculated and disaggregated by traffic analysis zones (TAZs) and provided to Fehr and Peers.

**Task 3: Integration of Vehicle Miles of Travel (VMT) Information into General Plan and Environmental Impact Report (EIR)**

As per California Environmental Quality Act (CEQA), transportation performance now needs to be assessed based on VMT rather than the traditional level of service (LOS) metric. D&B will consult with staff and Fehr and Peers on appropriate VMT metric (per capita or per service population) to use as the threshold for significance for the EIR, and incorporate this information in the EIR, and incorporate this information in the EIR write up. While it is anticipated that LOS standards will continue to be used in the General Plan, information on VMT may also be incorporated in the General Plan to present a more comprehensive picture of future transportation conditions.

***Tasks to be Performed by Fehr & Peers:***

*This is divided into two distinct phases. The first phase focuses on the evaluation of the Carson Circuit service. The City has provided Carson Circuit routes for decades but no formal evaluation has ever been conducted. The purpose of the evaluation is to detail how the current service meets or does not meet the transportation needs of the community, and set a baseline against which future changes in service provision are evaluated. This is typically called a "Comprehensive Operations Analysis" (COA) and is an important process for defining what benefits transportation services can provide in the City.*

*The second phase outlines an SB 743 implementation approach through the General Plan to provide valuable information and integrate a Vehicle Miles Traveled (VMT) approach into the City's transportation analysis guidelines, TDM program, and Circulation Element. We understand our role is to execute the outlined approach and to provide knowledge and insight along the way that will allow the City to facilitate a transition to VMT as its primary transportation impact metric for CEQA.*



*analysis, marrying the State's objectives to encourage transportation-efficient development with the City's own goals and objectives.*

## **PHASE 1: COMPREHENSIVE OPERATIONS ANALYSIS**

*The COA task will focus on the Carson Circuit and Dial-A-Ride service. The objectives of a COA are to evaluate each service provided on its own merits and as a network of travel options, identify opportunities for improvement, and draft an action plan for implementation of alternatives. In this case, the fundamental question of whether directly-operated fixed route bus service is the best fit for some or all areas of the city will direct the analysis of potential alternatives. In Phase 2, a key element is understanding the users of the existing transit network – riders of Carson Circuit and other services who have origins and/or destinations in Carson, and identifying what features of the Carson Circuit those users rely on. At least as important is to understand the travel needs of the community who are not currently riding the Carson Circuit and establishing the met and unmet transportation needs. This information, along with current performance metrics for the Carson Circuit, set the stage for evaluating the effectiveness of services currently provided and set a baseline against which future improvements can be assessed.*

### **Task 1.1 Project management and kick-off**

*Fehr & Peers will hold a formal COA project kick-off with Carson staff and stakeholders such as the contract operator, as appropriate. Key outcomes of this meeting are the establishment of the guiding principles, project schedule, and expectations. Fehr & Peers will establish the kick-off agenda in consultation with the Carson staff project manager and provide a summary of the meeting. Project updates and progress will be shared with city staff over the course of the project. This task assumes that up to four (4) meetings will be held with staff via phone conference.*

*Deliverables: Summary of meeting and four scheduled coordination calls*

### **Task 1.2 Public Engagement**

*The public engagement task is a crucial part of the process to ensure current users of the service are aware of the study goals and encouraged to contribute their experience and needs. Good public engagement saves time in the long run by garnering goodwill with the current customers and generating interest in the study. The City, with Fehr & Peers support, will conduct two scheduled public engagement sessions in the community to hear input on community needs and desires for the public transit network, and on understanding how the existing system best serves the community. An initial meeting is strongly advised for early in the project, before on-board surveys or other public-facing work has begun, and a second meeting to follow near the end of the analysis. Subjects to explore with the public include defining the purpose and method of a COA, the scope of possible options being considered, thoughtful explanation of what will not happen (e.g. bus service will not be cut without public input), and most importantly gathering of participant input on the service and their needs. The arrangement of meeting dates, times, venues, and public notice will be led by city staff.*

*This task will also include administration of an online survey to expand the public outreach*



*component and gather as much community input as possible. The survey can be hosted through a service such as SurveyMonkey and publicized through the City's typical means of community outreach.*

*The second meeting should follow the complete COA analysis and fall in the project timeline as the City and Fehr & Peers begin Phase 3, to inform the community of the mobility options evaluation, the results of the COA, and outline the potential future services the City could provide. This would be an opportunity to gather public input that is informed by the realities of what alternatives are feasible in comparison with what is currently operated.*

*Deliverables: Summary of community priorities and results of online survey*

### *Task 1.3 Existing Service Evaluation*

*An existing service evaluation will document current travel patterns in terms of boardings and alightings by line and stop, providing the performance metrics needed to benchmark Carson Circuit operations. We will evaluate the existing fixed-route and Dial-A-Ride service on a line-by-line and network basis, in light of the following factors:*

- Performance, including ridership and boardings per revenue hour*
- Quality, including frequency and span of service*
- Cost effectiveness, including subsidy per boarding and farebox recovery ratio*

*Evaluating existing lines will require on-board "ridecheck" surveying of operations during the typical weekday and Saturday service for each line. Because of the extensive effort required for data collection, this task can be completed with Fehr & Peers training and direction by volunteers such as students from California State University at Dominguez Hills, or other community volunteers. The City would be responsible for recruiting volunteers for this effort, and Fehr & Peers will provide the training and oversight. If possible, we recommend completing the ridecheck survey during a 1- to 2-week period when local schools and universities are in session and there are no major holidays. A ridecheck survey can be compared with boarding data collected by the transit operator, and would include details about the numbers of boarding and alighting passengers by stop along each route. On-time performance data can be collected simultaneously, if the contract operator does not have sufficient data to report this. The ridecheck survey data collected by volunteers riding on each line will be submitted to Fehr & Peers for compilation and analysis.*

*This task, along with the information gathered from the public and the market assessment, will evaluate the system performance of each line and help identify where service is aligned relative to community priorities and opportunities.*

*Deliverable: Existing service evaluation technical memorandum (subset of the COA final report)*



### *Optional Task 1.3a Fehr & Peers-Conducted Ridechecks*

*Fehr & Peers will complete the ridecheck data collection effort as an optional task.*

### *Task 1.4 Travel Market Assessment*

*Fehr & Peers will conduct a travel market assessment to examine community travel needs based on a range of factors, such as these examples:*

- *Land use in and surrounding Carson*
- *Local activity centers, including shopping centers, schools, medical and social service facilities*
- *Population and employment density*
- *Socioeconomic data (primarily Census-based) including age, disability status, income, vehicle ownership, and households*
- *Commute characteristics*

*Assessing transit market factors will use existing data sources, such as regional travel models, travel surveys, Census data, and information provided by the city.*

*To support the market assessment, Fehr & Peers will leverage Big Data in the form of Streetlight Travel Metrics, a GPS-based source of origin-destination patterns. This data will expand the understanding of travel patterns in and near the City of Carson using a 10-by-10-zone origin-destination analysis. The cost for Streetlight data collection is \$3,000. The Big Data will inform where and when (time of day, day of week) travel in the City is strongest, helping to guide where services provided should expect more or less patronage and what style of service might fit best.*

*Findings from the travel market assessment will inform the discussion with the community in the public outreach tasks as well as identifying opportunities in the existing service evaluation and scenario planning.*

*Deliverable: Market assessment technical memorandum (subset of the COA final report)*

### *Task 1.5 Comprehensive Operations Analysis*

*Fehr & Peers will draft a report for City staff detailing the results of the Comprehensive Operations Analysis. This report will define the current services provided by the City and other connecting services available. For Carson Circuit lines and the Dial-A-Ride service, evaluated metrics will include ridership, service productivity (passengers per revenue hour/mile), financial effectiveness (fare recovery and subsidy per passenger), service quality (average trip time, wait time, and reliability), geographic coverage, and duplicity with other services. The*



*COA will assess the suitability of the fixed-route Carson Circuit service for the travel needs based on the survey data and public input and the evaluation metrics, in comparison with the travel market assessment.*

*Deliverable: Comprehensive Operations Analysis Report (incorporating subtask deliverables from tasks 2.2-2.5)*

## **PHASE 2: SB743 MODELING AND CEQA THRESHOLDS**

*Phase 2 of this effort will shift attention to helping the City navigate the implementation of SB743, which is based on a change to state law passed in 2013 and required to be in effect by July 1, 2020. A unique consideration for the City of Carson relates to truck VMT, which is not explicitly addressed in the OPR SB743 guidance and is included in the approach described below.*

### **Task 2.1 Coordination Meetings**

*Fehr & Peers will attend a kick-off meeting with City staff. The purpose of the meeting will be to discuss the City's goals and objectives for the study. Fehr & Peers staff will prepare for and attend up to five internal meetings with City staff (monthly), which could be mix of in-person meetings and conference calls as warranted (up to two in-person meetings). We have found that such meetings are critical to City staff making the important decisions regarding methodologies, screening criteria, and impact thresholds that need to be made as the study progresses.*

*Deliverable: City staff kick-off and coordination meetings.*

### **Task 2.2 VMT Metrics and Thresholds**

#### **Travel Demand Modeling**

*The 2016 SCAG RTP/SCS model will be used to forecast baseline and future VMT in the City of Carson. Fehr & Peers will provide the City with the following data from the SCAG model for review at the outset of the project:*

- Socio-economic data (SED) for baseline and future year models by traffic analysis zone (TAZ)*
- Roadway network maps, including number of travel lanes and travel speeds*

*Fehr & Peers will update the SCAG model to reflect the necessary changes to SED inputs and roadway characteristics. No changes to the model's TAZ boundaries are anticipated. We will run the SCAG baseline and future year models with these changes and utilize the model outputs on subsequent tasks. This scope of work does not include a detailed model calibration/validation.*



## *VMT Analysis*

*Fehr & Peers will analyze existing and projected VMT levels for the City of Carson using data from the SCAG RTP/SCS regional travel demand model. We will run the SCAG model to develop existing and future VMT data for the following metrics:*

- *Citywide VMT*
- *VMT per capita*
- *Household VMT per capita*
- *Work VMT per employee*
- *VMT per service population*
- *Citywide Truck VMT*

*Given the geographic differences in land use between the commercial eastern portion of Carson and the western/central residential areas of the City, we will also develop such data for different sub-areas of the City. The VMT data for Carson will be compared to the SCAG regional average VMT metrics. This will also allow the data to better understand information such as the number of trips and trip lengths associated with the VMT categories described above.*

*This approach will require a combination of the regional SCAG model and Big Data for the purposes of obtaining truck data, which is limited in the SCAG model. The City will be provided with a breakdown of truck related VMT as the City will need to select the appropriate baseline for truck VMT. Completion of this task requires the approval or provision of citywide land use and socioeconomic data by the end of February to maintain the project schedule.*

*This analysis will provide the basis for the development of VMT metrics, screening, and threshold options in the subsequent portions of this task.*

## *VMT Metrics and Threshold Options for Land Use Projects and Plans*

*Fehr & Peers will develop VMT impact threshold options for land use projects based on policy goals discussed with Carson staff and consistent with SB 743 guidance from the State. The guidelines will describe where and when the selected VMT metrics should be applied. As part of this task, Fehr & Peers will document how the various threshold options would meet the substantial evidence test under CEQA. This task also includes development of metrics and threshold options for projects such as a General Plan or Specific Plan. Ultimately, the City may choose to adopt the same or different metrics and thresholds for plans and land use projects.*

## *VMT Screening Options for Land Use Projects*



*Fehr & Peers will develop VMT screening options for land use projects based on policy goals discussed with Carson staff and consistent with SB 743 guidance from the State. OPR has provided guidance related to several opportunities for screening projects that would generate low VMT, including screening based on project size, retail nature (local-serving versus regional), located in a low-VMT area, and in a transit priority area. The City of Carson will need to make decisions regarding the different screening opportunities presented.*

#### *Case Studies for Land Use Projects*

*After developing the VMT threshold and screening options, Fehr & Peers will apply the selected metrics to up three different case studies, to be selected in consultation with City staff. The case studies will be used to evaluate the project-level VMT impacts for a variety of development types and locations as well as the potential to mitigate impacts with TDM strategies/programs as developed in Task 2.3. Only TDM strategies that have available research supporting quantifiable trip/VMT reductions will be included.*

#### *Screening and Threshold Recommendations*

*Fehr & Peers will summarize the results of the aforementioned tasks in a technical memo that demonstrates how the recommended VMT metrics, screening criteria, and impact thresholds support policy goals to improve the VMT performance of new projects, implement the objectives of SB 743, and meet the substantial evidence standard under CEQA.*

*The proposed guidelines will clarify the methodology for determining significant impacts, such as projects that induce travel demand or increase VMT per capita. The most appropriate methodology(ies) for quantifying the impacts will be identified as well. This is a critical step in the process and a decision by Carson will need to make regarding screening criteria, VMT baseline, and impact thresholds.*

*Deliverable: Technical memo documenting recommended VMT metrics, screening criteria, and impact thresholds.*

#### *Task 2.3 TDM Mitigation Options*

*For projects with VMT impacts, it is important to have mitigation options available for implementation to try and remove or lower the impact. The types of mitigation that affect VMT are those that encourage multimodal travel, reduce the number of single-occupant vehicles generated by the site, or reduce the length of travel. This can be accomplished by changing the land uses being proposed or by implementing TDM strategies. TDM strategies have been determined to be among the most effective VMT impact mitigators. TDM strategies are reductions available from certain types of project site modifications, programming, and operational changes.*

*The effectiveness of identified TDM strategies will be based on research documented in the 2010 California Air Pollution Control Officers Association (CAPCOA) publication,*



*Quantifying Greenhouse Gas Mitigation Measures (CAPCOA, 2010) as well as more recent available research. Those strategies considered to be most appropriate for use in Carson (with both suburban and exurban areas) will be identified. For those strategies with empirical research, methodology(ies) for assessing their effectiveness as CEQA mitigation to reduce VMT will be described. We propose to use Fehr & Peers' TDM+ tool to assist in this evaluation. It should be noted that strategies and research pertaining to truck VMT and mitigations is limited, therefore, this may require additional review of projects that will generate truck VMT for viable mitigation options.*

*The City's travel demand reduction programs will be reviewed to incorporate additional strategies that are identified in this task. As a result of this review, technical updates to the City's travel demand reduction program will be suggested.*

*Deliverable: Matrix summarizing mitigation options to reduce VMT impacts.*

#### **Task 2.4 Prepare Transportation Impact Assessment Guidelines**

*Fehr & Peers will revise the City's existing TIA guidelines to incorporate the new procedures necessary to conduct a project-level VMT-based analysis. This update will also include any pertinent evaluation protocols that result from the revised State CEQA Guidelines pursuant to SB 743. This task will include an evaluation of the City's current TIA guidelines and, in consultation with City staff, determining which elements should be carried over. In addition, the revised guidelines will include project components that are critical to Carson when evaluating a proposed development project, which could include such items as site access, quality of and impacts on surrounding pedestrian or bicycle infrastructure, queuing at project driveways, level of service analyses for intersections close to the project site, and warrant studies at intersections for traffic signals. After presenting the updated draft procedures to City staff, Fehr & Peers will respond to two rounds of consolidated comments before submitting a final draft.*

*Deliverable: Updated transportation impact assessment guidelines.*

#### **Task 2.5 Circulation Element Incorporation and Analysis**

*Fehr & Peers will incorporate the SB743 approach to the Circulation Element that will be developed for the City of Carson General Plan. The intent will be to synthesize the SB743 VMT work those goals, policies, and objectives of the General Plan.*

*Additionally, the current scope for the General Plan only includes LOS analysis of locations within the City of Carson and the sphere of influence. This task also includes the VMT analysis of the General Plan as it is not anticipated that the project will be approved by July 1, 2020. The General Plan VMT analysis will reflect the approach, metrics, and thresholds developed in prior tasks. The incorporation of the SB 743 approach into the General Plan and the General Plan analysis is not anticipated to occur before July 1, 2020.*

*Deliverable: Incorporation of SB743 data and approach to City's Circulation Element.*



### ***Task 2.6 Final Memo***

*A memo will be prepared and submitted for City staff review. The memo will document the background data and approach used to develop the City's proposed VMT metrics, the proposed screening and threshold criteria, and the proposed updates to the City's TDM and fee programs. The memo will include narratives, graphics, maps, and tables as appropriate to display and communicate the information in a manner understandable to both technical experts and laypersons. The memo will be revised and finalized in response to up to two rounds of consolidated comments from City staff.*

*Deliverable: Draft and final memo.*

### ***Task 2.7 Public Meetings and Hearings***

*Fehr & Peers staff will prepare for, attend, and support City staff at the following:*

- *Two Transportation Commission Meetings*
- *One Planning Commission Meeting*
- *One City Council Meeting*
- *One additional Commission/Council Meeting (as needed)*

*The fee includes all the meetings listed above. Should the City require Fehr & Peers' attendance at additional meetings not listed above, these will be billed on a time-and-materials basis using our standard billing rates.*

*Deliverable: Two Transportation Commission Meetings, Planning Commission Meeting, City Council Meeting, One additional Meeting per City needs.*

c. Section I of Exhibit "C" of the Agreement, "Schedule of Compensation," is hereby amended 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	7 Months	\$147,926



	Opportunities Assessment		
	Phase II: Options and Strategies	14.5 Months	\$220,187
4.	Alternatives	11.5 Months	\$144,067
5.	Preferred Plan	14.5 Months	\$141,120
6.	<i>Carson Circuit and Dial-A-Ride Evaluation and VMT Guidelines</i>	<i>6 Months</i>	<i>196,970.00</i>
	Phase III: Draft and Final Documents	28 Months	\$633,874
7.	Draft General Plan	20 Months	\$155,132
8.	Draft and Final EIR	23 Months	\$203,495
9.	Planning and Zoning Code Update	28 Months	\$249,500
10.	Hearings and Adoption	25.5 Months	\$25,747
	<b>TOTAL</b>	<b>2834 Months*</b>	<b>\$1,175,194 \$1,372,164</b>

**\*The 34-month period shall supersede any conflicting schedules set forth in Exhibit “D-1,” “Schedule of Performance,” of the Agreement.**

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



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 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 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.



ATTEST:

*[Signature]* Chief Deputy  
Donesia L. Gause, MMC, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

*[Signature]*  
Sunny K. Soltani, City Attorney  
[R.J.L.]

CITY:

CITY OF CARSON, a municipal corporation

*[Signature]*  
Albert Robles, Mayor

CONSULTANT:

DYETT & BHATIA, a California Corporation

By: *[Signature]*  
Name: Rajeev Bhatia  
Title: President/CFO

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

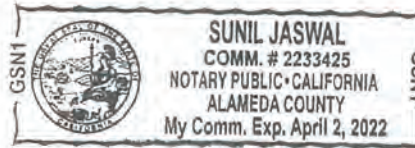
COUNTY OF ~~LOS ANGELES~~ ALAMEDA

On 02-24, 2020 before me, SUNIL JASWAL, Notary Public, personally appeared RASEEV BHATIA, 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  
PRESIDENT / CFO  
 TITLE(S)  
☐ PARTNER(S) ☐ LIMITED  
☐ ☐ GENERAL  
☐ ATTORNEY-IN-FACT  
☐ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR  
☐ OTHER \_\_\_\_\_

### DESCRIPTION OF ATTACHED DOCUMENT

AMENDMENT No. 2 TO AGREEMENT FOR  
 TITLE OR TYPE OF DOCUMENT CONTRACTUAL  
SERVICES

108 + This Acknowledgment  
 NUMBER OF PAGES

02-24-2020  
 DATE OF DOCUMENT

### SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))  
DYETT & BHATIA, A CA CORPORATION

None  
 SIGNER(S) OTHER THAN NAMED ABOVE






# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/05/2019

Approved   
9/12/19

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 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

CorRisk Solutions  
180 N Stetson Ave Suite 4500  
Chicago, IL 60601

CONTACT NAME Karen Bronson  
PHONE (A/C No Ext) 312-637-8755 FAX (A/C No Ext)  
E-MAIL ADDRESS kbronson@corriskolutions.com

## INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: New Hampshire Insurance Company

23841

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

## INSURED

Dyett & Bhatia, Urban and Regional Planners  
1330 Broadway  
Suite 604  
Oakland, CA 94612

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person)
				DOES NOT APPLY			PERSONAL & AND INJURY
							GENERAL AGGREGATE
	GEN'L AGGREGATE LIMIT APPLIES PER						PRODUCTS - COMP/OP AGG
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS			DOES NOT APPLY			BODILY INJURY (Per accident)
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE
	EXCESS LIAB <input type="checkbox"/> CLAIMS MADE			DOES NOT APPLY			AGGREGATE
	DED <input type="checkbox"/> RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED?						OTHER
	(Mandatory in NH) Y/N <input type="checkbox"/>	N/A		DOES NOT APPLY			E L EACH ACCIDENT
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L DISEASE - EA EMPLOYEE
							E L DISEASE - POLICY LIMIT
A	Professional Liability			064991971-03	08/01/19	08/01/20	Per Occurrence \$2,000,000 Annual Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACCORD 101, Additional Remarks Schedule, if more space is required)

Carson General Plan

## CERTIFICATE HOLDER

## CANCELLATION

City of Carson  
701 East Carson  
Carson, CA 90745

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







# CERTIFICATE OF LIABILITY INSURANCE

Approved (25)

9/12/19

DATE (MM/DD/YYYY)

6/28/2019

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 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).

<b>PRODUCER</b> Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604 Lic. # 0020739		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 800.545.3090 <b>FAX (A/C, No):</b> 510-452-2193 <b>E-MAIL ADDRESS:</b> certificates@dealeyrenton.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Sentinel Insurance Co. LTD	
		<b>INSURER B:</b> Hartford Accident & Indemnity	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** 1011834704 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	57SBWJZ6211	5/16/2019	5/16/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	57UEGIG7596	5/16/2019	5/16/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y		57SBWJZ6211	5/16/2019	5/16/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	57WEGGE8914	7/1/2019	7/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Re: All operations of the named insured - City Of Carson, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are named as additional insured as respects general and automobile liability for claims arising from the operations of the named insured. Primary and Non Contributory applies to the general and automobile liability policies. Severability of Interest applies to the general liability policy. Waiver of Subrogation applies to the Worker's compensation policy. Cancellation: 30Day/10 Day for Non-Payment of Premium.

<b>CERTIFICATE HOLDER</b>  City Of Carson 701 East Carson Carson CA 90745	<b>CANCELLATION 30 Day Notice of Cancellation</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

**c. Method Of Sharing**

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**Waiver of Subrogation**

If you have waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided you waived your rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage



Workers' Compensation and Employers' Liability Insurance Policy  
Waiver of Our Right to Recover From Others Endorsement - California  
WC 04 03 06

If the following information is not complete, refer to the appropriate Schedule attached to the policy.

Insured: Dyett & Bhatia, Urban and Regional

Policy Number 57WEGGE6914

Producer: Dealey, Renton & Associates

Effective Date 7/1/2019

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**Schedule**

**Person or Organization**

City Of Carson  
701 East Carson  
Carson CA 90745

**Job Description**

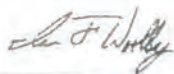
Re: All operations of the named insured - City Of Carson, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are named as additional insured as respects general and automobile liability for claims arising from the operations of the named

**Additional Premium %**

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 the percentage, as shown in the Schedule applicable to this endorsement, of the California workers' compensation premium otherwise due on such remuneration.



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Authorized Representative