



# City of Carson

## Report to Redevelopment Agency

July 19, 2011  
New Business Consent

**SUBJECT: CONSIDER APPROVAL OF A CONSULTANT RETAINER AGREEMENT WITH COMPREHENSIVE HOUSING SERVICES, INC. TO PROVIDE PREVAILING WAGE COMPLIANCE MONITORING SERVICES FOR THE CONSTRUCTION OF THE NEW REFLECTIONS MINI-PARK LOCATED AT 21208 SHEARER AVENUE**

Submitted by Clifford W. Graves  
Economic Development General Manager

Approved by Clifford W. Graves  
Interim Executive Director

### **I. SUMMARY**

The Carson Redevelopment Agency (Agency) is being asked to enter into a Consultant Retainer Agreement (Agreement) (Exhibit No. 1) with Comprehensive Housing Services, Inc. (Consultant) to provide monitoring services for prevailing wage compliance for the construction of Reflections Mini-Park located at 21208 Shearer Avenue (Project) (Exhibit No. 2). The agreement will have a term of six months, expiring on January 20, 2012, with a maximum not-to-exceed contract amount of \$13,000.00.

### **II. RECOMMENDATION**

TAKE the following actions:

1. APPROVE the Consultant Retainer Agreement between the Carson Redevelopment Agency and Comprehensive Housing Services, Inc. for a term of six months in an amount not-to-exceed \$13,000.00.
2. AUTHORIZE the Agency Chairman to execute the Consultant Retainer Agreement following approval as to form by Agency Counsel.

### **III. ALTERNATIVES**

1. MODIFY and APPROVE the Consultant Retainer Agreement as the Agency Board may require.
2. TAKE another action the Agency Board deems appropriate.

### **IV. BACKGROUND**

Community Redevelopment Law requires redevelopment agencies to comply with prevailing wage requirements on publicly funded projects. The purpose of the Agreement is to retain a qualified consultant to provide monitoring services that will ensure compliance with prevailing wage laws.

The Consultant is state certified to conduct this work and has worked with many agencies throughout California such as, the city of Santa Monica, the city of Long Beach as well as the state of California Energy Commission. The Consultant will

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July 19, 2011

provide state prevailing wage compliance services for the Agency to ensure that all laborers employed on the Project are paid at the wage rates determined by the state.

The Consultant is prepared to begin work immediately. Staff recommends entering into a Consultant Retainer Agreement with the Consultant for the Agency's prevailing wage compliance monitoring in connection to the Project. Monitoring services will be provided for a not-to-exceed amount of \$13,000.00 for a term of six months.

**V. FISCAL IMPACT**

Funds for this Agreement are included in the proposed FY 2011/12 Redevelopment Agency budget.

**VI. EXHIBITS**

1. Consultant Retainer Agreement. (pgs. 3-21)
2. Vicinity Map. (pg. 22)

Prepared by: Amelia Soto, Redevelopment Project Analyst

TO:Rev010511

Reviewed by:

City Clerk	City Treasurer
Administrative Services	Development Services
Economic Development Services	Public Services

**Action taken by Redevelopment Agency**

Date \_\_\_\_\_ Action \_\_\_\_\_

## **CONSULTANT RETAINER AGREEMENT**

(Carson Redevelopment Agency/  
Comprehensive Housing Services, Inc.)

THIS CONSULTANT RETAINER AGREEMENT is made as of July 19, 2011 (this Agreement), by and between the Carson Redevelopment Agency, a public body corporate and politic (Agency), and Comprehensive Housing Services, Inc., a California corporation (Consultant).

### **RECITALS**

A. Agency owns a property located at 21208 Shearer Avenue, which is more clearly described in Exhibit A attached hereto (Property), and by this reference incorporated herein.

B. Agency completed environmental remediation on the Property in 2008 and brought the Property to environmental standards that allow the development of a passive park.

C. The Regional Water Quality Control Board served as the environmental oversight agency for the remediation of the Property and issued a No Further Action letter on August 11, 2010 (Exhibit B). The No Further Action letter authorizes the Agency to develop the Property into a passive park.

D. Agency has designed a passive park for the Property and has selected a contractor to begin construction of the park (Project).

E. Agency has determined that it requires the assistance of a qualified prevailing wage compliance monitoring service to assure that all laborers employed on the Project are paid at the wage rates determined by the state.

F. Consultant represents that it is fully qualified to perform such services by virtue of its experience, certification, training, education and expertise of its principals and employees.

NOW, THEREFORE, in consideration of performance by the parties of the promises, covenants, and conditions herein contained, the parties hereto agree as follows:

#### **1. Consultant's Services.**

A. **Scope and Level of Services.** The nature, scope and level of the specific services to be performed by Consultant are as set forth in Exhibit C attached hereto and by this reference incorporated herein. Consultant shall provide such services under the direction of the Contract Administrator (as defined in Section 4 below).

B. **Time of Performance.** The services shall be performed in a timely, regular basis in accordance with the written instruction of the Contract Administrator. Time is of the essence in the performance of this Agreement.

C. **Standard of Care.** As a material inducement to Agency to enter into this Agreement, Consultant hereby represents and warrants that it has the experience necessary to undertake the services to be provided herein.

D. **Compliance with Law.** All services rendered hereunder by Consultant shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of Agency and any federal, state or local governmental agency having jurisdiction in effect at the time service is rendered.

**2. Term of Agreement.** This Agreement is effective on the date set forth in the initial paragraph of this Agreement and shall remain in effect until the passive park is built on the Property, which is estimated to be completed in the first quarter of 2012.

**3. Compensation.** Agency agrees to compensate Consultant for its services according to the fee and payment schedule set forth in Exhibit C. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the Maximum Amount designated on Exhibit C hereto unless specifically approved in advance, in writing, by Agency.

**4. Representatives.**

A. **Project Manager.** The Project Manager for the services required under this Agreement is hereby designated as Gayle Bloomingdale, who is a representative of Consultant and authorized to act in its behalf with respect to the services specified herein. It is expressly understood that the experience, knowledge, capability and reputation of the foregoing Project Manager were a substantial inducement for Agency to enter into this Agreement. Therefore, the foregoing Project Manager 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. The foregoing Project Manager may not be changed by Consultant without the express written approval of Agency.

B. **Contract Administrator.** The Contract Administrator and Agency's representative shall be the person designated as Economic Development General Manager of the City of Carson (the City) or the Executive Director of the Agency, or in his or her absence, an individual designated in writing by the Economic Development General Manager or Executive Director. If no Contract Administrator is so designated, the Economic Development General Manager of the City shall be the Contract Administrator. It shall be Consultant's responsibility to assure that the Contract Administrator is kept informed of the progress of the performance of the services, and Consultant shall refer any decisions which must be made by Agency to the Contract Administrator. Unless otherwise specified herein, any approval of Agency required hereunder shall mean the approval of the Contract Administrator.

**5. Standard of Performance.** Consultant shall perform all work to the highest professional standards and in a manner reasonably satisfactory to Agency. Consultant hereby covenants that it shall follow the highest professional standards in performing all services required hereunder.

**6. Ownership of Work Product.** All reports, documents or other written material developed by Consultant in the performance of this Agreement shall be and remain the property of Agency without restriction or limitation upon its use or dissemination by Agency.

**7. Status as Independent Contractor.** Consultant is, and shall at all times remain as to Agency, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of Agency or otherwise act on behalf of Agency as an agent. Neither Agency nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner employees of Agency. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold Agency harmless from any and all taxes, assessments, penalties, and interest asserted against Agency by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant further agrees to indemnify and hold Agency harmless from any failure of Consultant to comply with applicable workers' compensation laws. Agency shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to Agency from Consultant as a result of Consultant's failure to promptly pay to Agency any reimbursement or indemnification arising under this section.

**8. Confidentiality.** Employees of Consultant, in the course of their duties, may have access to financial, accounting and statistical data provided by Agency. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by Agency. Agency shall grant such authorization if disclosure is required by law. Upon request, all Agency data shall be returned to Agency upon the termination of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement.

**9. Conflict of Interest.** Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. Consultant further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Consultant shall avoid representation of any matter for another person or entity which would come before the City or the Agency during such time as he is engaged by the Agency pursuant to this Agreement. Consultant agrees not to accept any employment or representation during the term of this Agreement which is likely to make Consultant "financially interested" (as provided in California Government Code Sections 1090 and 87100) in any decision made by Agency on any matter in connection with which Consultant has been retained pursuant to this Agreement. Nothing in this section shall, however, preclude Consultant from accepting other engagements with Agency or the City of Carson.

**10. Warranty and Representation of Non-Collusion.** No official, officer, or employee of the City or Agency has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of the City or Agency 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 interest 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 interest found to be "remote" or non interest" pursuant to California Government Code Sections 1091 and 1091.5. Consultant warrants and represents that (s)he/it has not paid or given, and will not pay or give, to any third party including, but not limited to, any Agency or City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded this 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 Agency or City official, officer, or employee, as a result or 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 the payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant: Initials \_\_\_\_\_

#### **11. Indemnification.**

A. Consultant agrees to indemnify, hold harmless and defend Agency, the City of Carson (City), and their respective officers, employees, volunteers, and agents serving as independent contractors in the role of City or Agency officials (collectively, Indemnities), from any claim, demand, damage, liability, loss, cost or expense, for any damage whatsoever, including but not limited to death or injury to any person and injury to any property, resulting from willful misconduct, negligent acts, errors or omissions of Consultant or any of its officers, employees, or agents.

B. Agency does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by Agency, or the deposit with Agency, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless, indemnification and defense provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense. Consultant agrees that Consultant's covenant under this section shall survive the termination of this Agreement.

#### **12. Insurance.**

A. Liability Insurance. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services hereunder by Consultant, his/her agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance. Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001)



- (2) Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
- (3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
- (4) Professional Liability Insurance.

C. Minimum Limits of Insurance. Consultant shall maintain limits no less than:

- (1) General Liability: \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage. Commercial General Liability Insurance or other form with a general aggregate limit shall apply separately to this Agreement or the general limit shall be twice the required occurrence limit.
- (2) Automobile Liability: \$1,000,000.00 per accident for bodily injury and property damage.
- (3) If applicable, Employer's Liability: \$1,000,000.00 per accident for bodily injury or disease.
- (4) Professional Liability Insurance: \$1,000,000.00 per claim and in the aggregate.

D. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by Agency. At the option of Agency's Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to Agency, its officers, officials, employees and volunteers; or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

E. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- (1) Agency, its officers, officials, employees, agents and volunteers are to be covered as insureds as respects liability arising out of: activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to Agency, its officers, officials, employees, agent or volunteers.
- (2) For any claims related to this Agreement, Consultant's insurance coverage shall be primary insurance as respects Agency, its officers, officials, employees, agents and volunteers. Any

insurance or self-insurance maintained by Agency, its officers, officials, employees, agents or volunteers shall be excess of Consultant's insurance and shall not contribute with it.

- (3) Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to Agency, its officers, officials, employees, agents or volunteers.
- (4) 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.
- (5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after 30 days prior written notice by certified mail, return receipt requested, has been given to Agency.

F. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A, unless waived by Agency's Risk Manager.

G. Verification of Coverage. Consultant shall furnish Agency with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bond coverage on its behalf. The endorsements are to be on forms provided by Agency. All endorsements are to be received and approved by Agency before work commences. As an alternative to Agency forms, Consultant's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

H. Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**13. Cooperation.** In the event any claim or action is brought against Agency relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which Agency might require.

**14. Termination.**

A. Agency shall have the right to terminate the services of Consultant at any time for any reason on seven (7) calendar days written notice to Consultant. In the event this Agreement is terminated by Agency, Consultant shall be paid for services satisfactorily rendered to the last working day this Agreement is in effect, and Consultant shall have no other claim against Agency by reason of such termination, including any claim for compensation.





B. Consultant shall have the right to terminate this Agreement at any time for any reason on seven (7) calendar days written notice to Agency, and Consultant shall be paid for services satisfactorily rendered to the last working day this Agreement is in effect.

**15. Suspension.** Agency may, in writing, order Consultant to suspend all or any part of Consultant's services under this Agreement for the convenience of Agency or for work stoppages beyond the control of Agency or Consultant. Subject to the provisions of this Agreement relating to termination, a suspension of the services does not void this Agreement.

**16. Notices.** Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during receiving party's regular business hours or by facsimile before or during receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section.

Agency:

Carson Redevelopment Agency  
701 East Carson Street  
Carson, CA 90745-2224  
Attention: Clifford W. Graves  
Economic Development General Manager  
Fax: (310) 233-4804

Consultant: Comprehensive Housing Services, Inc.  
8840 Warner Ave. #203  
Fountain Valley, CA 92708  
Attention: Gayle Bloomingdale  
Fax: (714) 841-6610

**17. Nondiscrimination and Equal Employment Opportunity.** In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. Consultant will take affirmative action to ensure that employees are treated without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

**18. Assignability; Subcontractor.** Consultant shall not assign, transfer, or subcontract any interest in this Agreement or the performance of any of Consultant's obligations hereunder, without the prior written consent of Agency, and any attempt by Consultant to so assign, transfer, or subcontract any rights, duties, or obligations arising hereunder shall be void and of no effect.

**19. Compliance with Laws.** Consultant shall comply with all applicable laws, ordinances, code and regulations of the federal, state, and local governments. Consultant shall obtain and maintain a valid City business license.

**20. 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.

**21. 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.

**22. 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.

**23. Non-Waiver of Terms, Rights and Remedies.** Waiver by either party to this Agreement shall not be a waiver of any other condition of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by Agency of any payment to Consultant constitute or be construed as a waiver by Agency of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by Agency shall in no way impair or prejudice any right or remedy available to Agency with regard to such breach or default.

**24. Attorney's Fees.** In the event that either party to this Agreement shall commence any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees. The venue for any litigation shall be Los Angeles County. In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted this Agreement or who drafted that portion of the Agreement.

**25. Exhibits; Precedence.** All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provision of any Exhibit or document incorporated herein by reference, the provisions of this Agreement shall prevail.

**26. Entire Agreement.** This Agreement, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between Agency and Consultant. This Agreement supercedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision of breach hereof waived, except in a writing signed by the parties which expressly refers to this Agreement.

**[CONTINUED ON FOLLOWING PAGE]**



IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CARSON REDEVELOPMENT AGENCY  
a public body, corporate and politic

“Consultant”

COMPREHENSIVE HOUSING SERVICES,  
INC.,  
a California corporation

By: \_\_\_\_\_  
Chairman Jim Dear

By: \_\_\_\_\_

“Agency”

Name: \_\_\_\_\_

ATTEST:

Title: \_\_\_\_\_

By: \_\_\_\_\_  
Agency Secretary Helen S. Kawagoe

By: \_\_\_\_\_

Name: \_\_\_\_\_

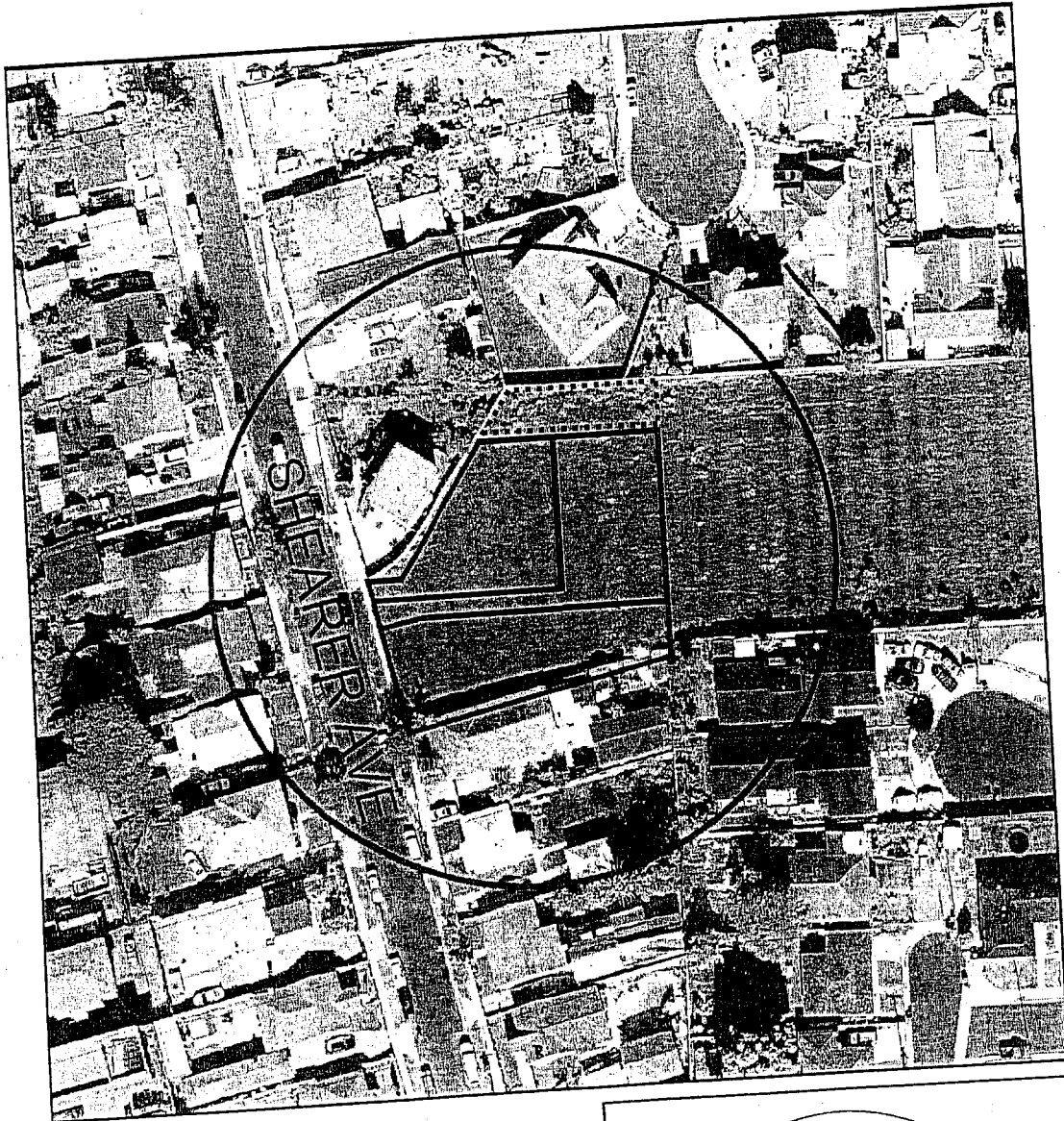
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APPROVED AS TO FORM:

By: \_\_\_\_\_  
Agency Counsel

# EXHIBIT A

21208 Shearer Avenue



## Key

- Property (APNs: 7334-003-903, 904 & 905)
- ..... Public right of way to be vacated by City and included in park design.

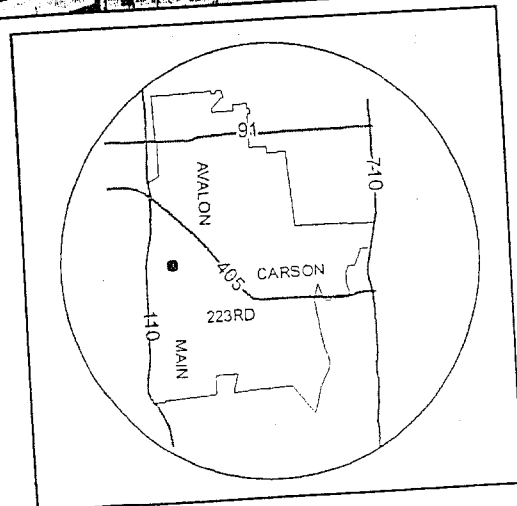
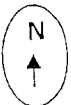


EXHIBIT B  
No Further Action Letter  
(Attached)



# California Regional Water Quality Control Board

## Los Angeles Region



Linda S. Adams  
Agency Secretary

320 W. 4th Street, Suite 200, Los Angeles, California 90013  
Phone (213) 576-6600 FAX (213) 576-6640 - Internet Address: <http://www.waterboards.ca.gov/losangeles>

Arnold Schwarzenegger  
Governor

RECEIVED  
SEP 27 2010

August 11, 2010

Mr. Jeff F. Westbrook  
Redevelopment Manager  
City of Carson  
1 Civic Plaza Dr, Ste. 500  
Carson, CA 90745

REDEVELOPMENT AGENCY

**NO FURTHER ACTION DETERMINATION FOR ONLY THE TOP 13-FOOT BELOW  
GROUND SURFACE OF SOIL FOR THE UNDEVELOPED PROPERTY LOCATED AT 21208  
SHEARER AVENUE, CARSON, CA 90745-1520 (SLIC NO. 0496F5, SITE ID NO. 2040112)**

Dear Mr. Westbrook:

The California Regional Water Quality Control Board (Regional Board), Los Angeles Region, is the public agency with primary responsibility for the protection of ground and surface water quality for all beneficial uses within major portions of Los Angeles and Ventura Counties, including the referenced site.

The Regional Board has been providing regulatory oversight for the environmental assessment of the undeveloped property located at 21208 Shearer Avenue (Site) in the City of Carson in a residential neighborhood. This site is a 0.4 acre undeveloped parcel of land. According to the information provided, the property has been vacant since at least 1964 and no industrial activities took place at the site. The site is owned by the City of Carson Redevelopment Agency (City), which plans to develop the site into a passive park for the neighborhood.

Between 1990 and 2008, several environmental investigations consisting of soil and soil vapor sampling have been conducted at the site. The investigations identified total petroleum hydrocarbons (TPH), benzene, toluene, ethylbenzene, and xylenes (BTEX) as the chemicals of potential concern (COPCs) at the site. In 2006, remedial excavation to a maximum depth of 13 feet below ground surface (bgs) was conducted within a portion of the site. The impacted soil was transported to TPST Soil Recyclers of California located in the City of Adelanto, California and the excavation was backfilled with imported soil. The result of confirmation soil sampling and post excavation additional soil sampling indicate the presence of contamination at the site that pose a potential threat to groundwater. In 2008, a multi-depth soil gas survey was also conducted at the site. Subsequently, due to the presence of contamination at the site, a human health screening evaluation was performed for the intended use of the site as a park. The human health screening evaluation was reviewed by the Office of Environmental Health Hazard Assessment (OEHHA) and it was concluded that the results do not indicate a significant health concern for the park users.

The site is located in the southern portion of the West Coast Groundwater Basin of the Coastal Plain of Los Angeles. The alluvium forms the upper water saturated zone and overlies the Gage, Lynwood, and Silverado

August 11, 2010

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Mr. Jeff F. Westbrook  
City of Carson

Aquifers. A shallow saturated zone is encountered at 38 feet below ground surface (bgs) at the site. The groundwater beneath the site has not been sampled and there are no groundwater wells installed at the site. Based on the information provided to this agency, and with the provision that the information was accurate and representative of site conditions, the Regional Board has determined that at this time no further action is required for only the soil to a depth of 13 feet below ground surface with the following conditions:

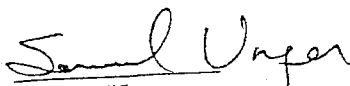
1. In the event that additional contamination is discovered at the site in the future, you shall take steps for the complete abatement of the contaminant(s). You are required to provide verbal notification to the Regional Board immediately and submit a follow-up written report within 72 hours.
2. This soil closure does not extend to soils below 13-foot depth or include groundwater beneath the Site.
3. There is contamination present at the site and a properly developed health and safety plan is also required to be implemented during the site development activities such as excavation.
4. The intended use of the site is for development only into an open space passive park by the City. Therefore, a land use restriction and an environmental covenant on the property located at 21308 Shearer Avenue, Carson, California must be executed prior to the development of the park and provided to the Regional Board by September 15, 2010.

Please note that you will continue to receive oversight cost invoices in the coming billing quarters from the State Water Resources Control Board for Regional Board staff oversight charges for work associated with the NFA letter, case review and evaluation package, in the same manner as previous bills.

We would like to take this opportunity to thank you for your cooperation with the Regional Board during the course of the project.

If you have any questions, please contact the Project Manager, Dr. Teklewold Ayalew at (213) 576-6743 or [tayalew@waterboards.ca.gov](mailto:tayalew@waterboards.ca.gov), or Mr. Adnan Siddiqui at (213) 576-6812 or [asiddiqui@waterboards.ca.gov](mailto:asiddiqui@waterboards.ca.gov), or the Site Cleanup Program Manager, Dr. Arthur Heath at (213) 576-6725 or [aheath@waterboards.ca.gov](mailto:aheath@waterboards.ca.gov).

Sincerely,

  
Samuel Unger  
Interim Executive Officer

Cc.

Amelia Soto, City of Carson, Redevelopment Project Analyst  
Mohammad Estiri, Eco and Associates

*California Environmental Protection Agency*

 Recycled Paper

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## EXHIBIT C

Scope and Level of Service: At the direction of the Program Administrator, Consultant shall provide landscape architect services for the Agency.

Consultant's services are outlined below:

### SCOPE

**Comprehensive Housing Services, Inc. (CHS) proposes to provide State Prevailing Wage Compliance services for the Carson Passive Park project to assist the Carson Redevelopment Agency in assuring that all laborers employed by contractors or subcontractors on the project are paid at the actual wage rates determined by the State of California, Department of Industrial Relations at the time of construction.**

**CHS proposes to complete the following tasks:**

#### Project File

**CHS will establish and maintain a Project Labor Standards Enforcement administration file to document significant history of the project, including, but not limited to, information about funding sources, the original bid document, internal cost estimate, proof of publication of the Notice inviting bids and any bid addendums issued. The file will also contain the appropriate project wage decision, bid evaluation and the contract award documentation.**

#### Wage Rates

**Based on the State wage determinations that are applicable to the project (published bid date), CHS shall prepare and provide to Agency staff and the general contractor, a complete list of the appropriate wage rates and fringe benefit rates for all associated trades.**

#### Prime and Sub-Contractor verification

**CHS will contact the California Contractor State Licensing Board to verify the license status of the Prime contractor. CHS will verify that the Prime contractor and the sub-contractors are not debarred by State entities from performing work on a publicly-funded construction project.**

#### Pre-construction Meeting

**CHS will conduct a pre-construction conference with representatives of the Prime Contractor and Sub contractors on the project. CHS will prepare an agenda and will provide all applicable payroll documents. CHS will instruct the attendees concerning the State regulations that must be met to assure compliance and will answer all questions concerning compliance procedures. CHS provides conference minutes to all attendees. CHS shall place a copy of the meeting minutes in the Project File.**

At the meeting, CHS will instruct the attendees concerning the State requirements that must be met. During the pre-construction meeting and during the completion of the construction activities, CHS will answer all questions concerning prevailing wage compliance.

The following is a list of documents that will be provided at the pre-construction meeting:

- ☐ Attendance Sheet
- ☐ Wage Posters
- ☐ Certification for Applicable Fringe Benefit Payment
- ☐ Certificate of Understanding and Authorization
- ☐ Contractor Information Sheet
- ☐ Employee Information Sheet
- ☐ Minutes of the pre-construction meeting
- ☐ State DIR Payroll Form
- ☐ Statement of Compliance
- ☐ Certification of Prevailing Wage requirements
- ☐ Training Fund Contribution form

### **Payroll Monitoring**

The Prime Contractor shall provide CHS will an anticipated work schedule.

Thereafter, CHS will collect certified payroll reports (CPR) from all contractors on a bi-weekly basis. All documents are date-stamped upon receipt. CHS will provide a through, accurate examination of the payroll earnings and deductions reports that are submitted. CHS will compare the rates paid to the appropriate wage determination for wage compliance. Also, we will verify that all non-tax deductions are legitimate and have been authorized by the employee or a court decree. CHS will verify that workers have been properly paid for any overtime hours worked.

#### **(a) Apprenticeship Program**

CHS will verify with the State Division of Apprenticeship Standards that any worker listed on the certified payroll that receives less than the published journeyman wage is registered in an approved apprenticeship program and is in possession of a formal certification. CHS will verify that the appropriate journeyman to apprentice ratio is applied. We will also review the Prime Contractor's documentation concerning the notification of the local apprenticeship council about the project and will verify that the payment of the training contribution has been made.

### On-Site Interviews

With or without advance notification, CHS will conduct on-site, interviews of laborers, mechanics and apprentices to verify the accuracy of the wages being paid/received. Such on-site field inspections and random employee interviews are performed by CHS staff to detect non-compliance. While on site, CHS will note whether or not the applicable wage determination and State Employee Compensation Notices are posted and accessible to the laborers.

Safety is the paramount factor for any site visit. Interviewers will exercise caution at all times. All authorized personnel visiting the construction site will be required to properly identify themselves as such upon arrival. Additionally, authorized personnel are required to wear hard hats and safety shoes.

Utilizing the standard Interview form, laborers are questioned to determine whether they are paid from another source, threatened, intimidated or coerced into giving up any part of their pay and/or if they are working in excess of forty hours per week. All site visits are conducted on a non-interference basis and will take a minimum amount of the worker's time for interview purposes. Copies of interview records are kept in each project file, recorded on the Employee Interview Monitoring Sheet and reconciled with the certified payroll that was submitted by each contractor.

### Non-Compliance

CHS will document any discrepancies that will require action by the contractor and/or subcontractors. CHS will prepare and issue written notification to the Prime contractor of any labor standards violations, including a description of the violation, the required corrective action and the appropriate response deadline. In addition, any deficiencies in wage compliance shall also be brought to the immediate attention of the Carson Redevelopment Agency.

CHS will prepare and submit a Labor Compliance Report and/or a Contractor Non Compliance Report upon completion of the project.

### Adherence the Policies and Procedures

All CHs files documents are kept in accordance with State statutory and regulatory record keeping requirements. Furthermore, as part of our on-going business practice, CHS maintains sensitive and confidential materials, records and information in a secure manner since we recognize that it is critical to guard information so that person(s) to which information pertains are not unduly exposed to financial or personal risk.

<b>KEY STAFF QUALIFICATIONS</b>
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Heidi Hagan, Compliance Officer - Ms. Hagan has 15 years of experience in monitoring certified payroll compliance. In this capacity, Ms. Hagan has provided up-to-date wage decisions for the project and conducts the pre-construction meetings with City staff and general contractors. She receives the payrolls for the projects and reviews them with job logs/employee time cards for accuracy in time reporting, and verifies the prevailing wage rate for the specific job

classification. Ms. Hagan checks for apprentice registration and appropriate apprentice/journeyman ratios, confirms that all deductions are authorized and compares the payroll with the onsite employee interviews. After the payroll review, Ms. Hagan notifies the general contractor of any additional documentation that is required for project compliance. If discrepancies are noted, an investigation may be conducted.

**Kathleen Masser – On-Site Interviewer** - Ms. Masser has 15 years of experience in conducting employee interviews with various worker classifications. She previously worked for ten years as a compliance officer and project estimator for a large construction company and worked for two years as a project coordinator for a multi-family housing developer. Ms. Masser is bilingual in English and Spanish.

Other staff members are available on an as-needed basis.

<b>FEE SCHEDULE</b>
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In return for providing State Prevailing Wage Compliance Monitoring services, CHS hourly fees shall be charged pursuant to the following schedule:

- A. For the Passive Park construction project (proposed budget \$600,000, estimate six month construction period), the fee shall not to exceed \$ 9,500.00.

Labor Category	Hourly Rate
Compliance Officer	\$ 85.00
On-site Interviewer	\$ 75.00

Other direct costs for travel, reproduction and delivery will be invoiced at cost.

<b>SUMMARY</b>
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CHS looks forward to serving as the Carson Redevelopment Agency's contract agent to assure the successful implementation of State of California Prevailing Wage Compliance services. Knowledgeable, experienced staff brings technical knowledge in new construction, rehabilitation and redevelopment matters. CHS is dedicated to providing efficient and effective professional services that our Clients Agencies rely on.

CHS strives to ensure that technical assistance is provided by our organization and will expand the Agency's capacity to comply with State rules and regulations.

By contracting with CHS, our Client Agencies have obtained the following benefits:

1. Knowledgeable, experienced staff that understand and are well versed in the needs of the Client Agencies.

- 2. Working with state-of-the-art computerized management systems, developed specifically for Client Agencies.**
- 3. A consulting staff that is available immediately to meet peak period program demands.**
- 4. Program design with proven operating success.**
- 5. Full service consulting staff that works with projects from application intake to project close out.**
- 6. Staff that is available each business day via e-mail, fax and telephone.**

Compensation: Consultant shall present an invoice to Agency itemizing the duties performed and the amount of time relating to each task. Agency shall compensate Consultant only upon presentation of such itemized invoice. Consultant shall be responsible for all expenses incurred by Consultant in connection with this Agreement unless otherwise agreed to in the proposal.

Maximum Amount: \$9,500.00 as approved by the Board of Directors of the Agency on July 19, 2011.

21208 Shearer Avenue

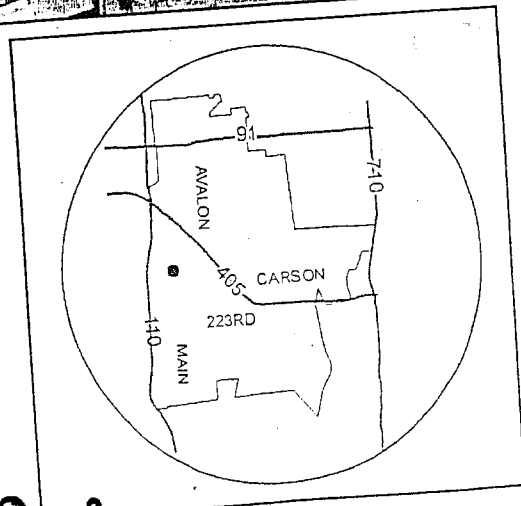
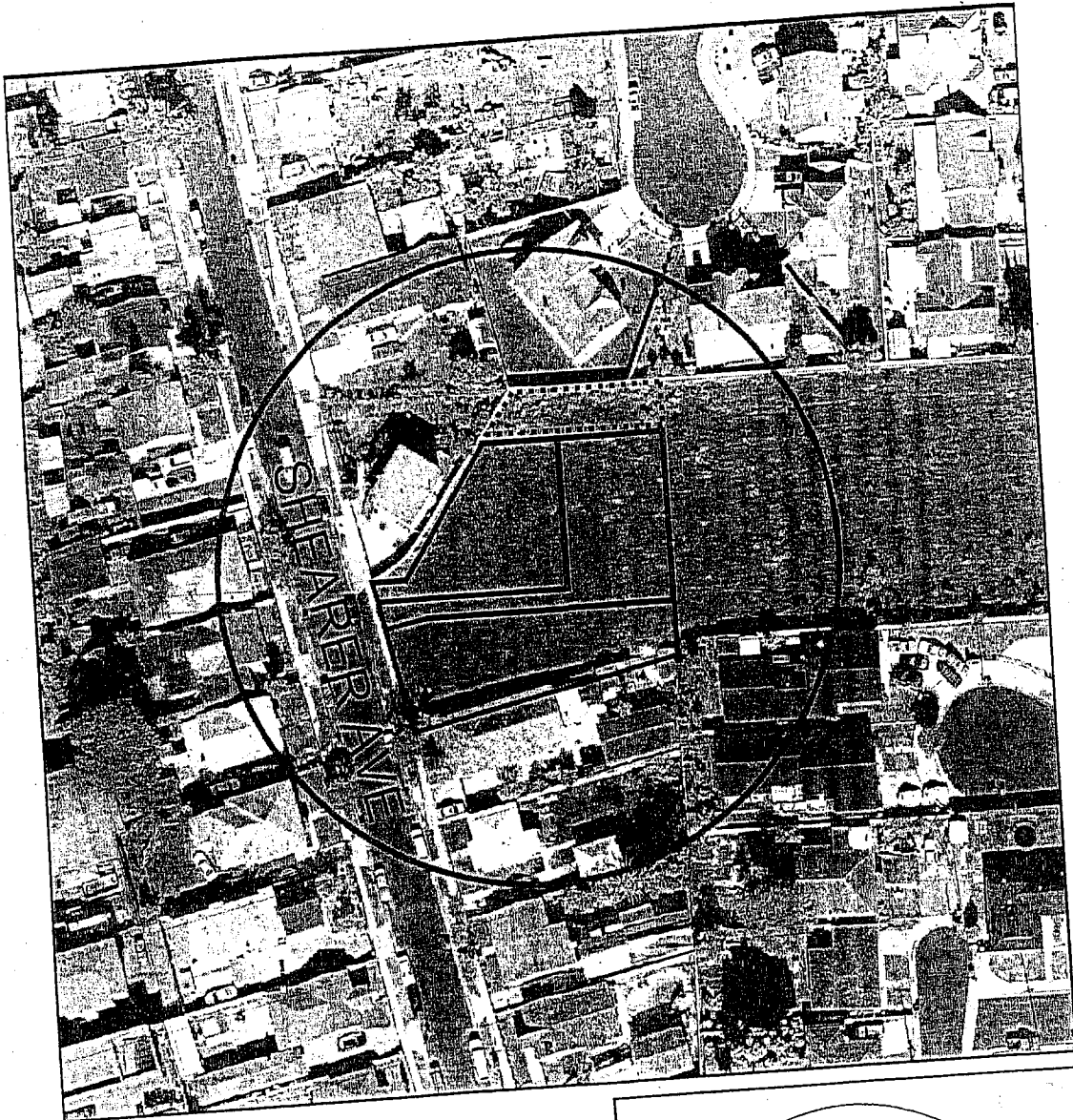


EXHIBIT NO. -2