



Carson Reclamation Authority

4:00 PM

Lula Davis-Holmes, Authority Chair

Cedric Hicks, Authority Vice Chair

Ray Aldridge, Jr., Board Member

Lillian Hopson, Board Member

Dianne Thomas, Board Member

This Agenda and corresponding staff reports can be found on the City of Carson website.

“In accordance with the Americans with Disabilities Act of 1990, if you require a disability related modification or accommodation to attend or participate in this meeting, including auxiliary aids or services, please call the City Clerk’s office at 310-952-1720 at least 48 hours prior to the meeting.” (Government Code Section 54954.2)

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

RULES OF DECORUM:

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

PUBLIC INFORMATION

The public may address the members of the Carson Reclamation Authority during the designated public comments. There will be two oral communication sessions: one for items ON the agenda; another for matters NOT on the agenda but within the jurisdiction of the Authority. Comment time is limited to 3 minutes.

All are urged to take appreciate health safety precautions before entering Carson City Hall. Wearing a mask is not required but is highly recommended, especially by those who are experiencing any airborne illness symptoms.

IF YOU ARE NOT ABLE TO ATTEND THE MEETING IN-PERSON, PUBLIC COMMENTS CAN BE SUBMITTED BEFORE THE MEETING AT/VIA:

- **Email:** at cityclerk@carsonca.gov. by 2:00 p.m. the day of the meeting
- **Written:** Delivered to the City Clerk’s Office by 2:00 p.m. on the day of the meeting

PUBLIC VIEWING AVAILABLE BY:

- **LIVESTREAM:** www.carsonca.gov
- **YOUTUBE:** www.youtube.com/c/CityofCarsonCaliforniaOfficialYouTubePage

- **CABLE TV:** Spectrum (Channel 35) and ATT (Channel 99)

CALL TO ORDER: CARSON RECLAMATION AUTHORITY (4:00 PM)

ROLL CALL (AUTHORITY SECRETARY)

FLAG SALUTE

INVOCATION

ORAL COMMUNICATIONS FOR MATTERS LISTED ON THE AGENDA (MEMBERS OF THE PUBLIC)

The public may at this time address the members of the Carson Reclamation Authority on matters listed NO the agenda within the jurisdiction of the Authority, other than closed session matters, prior to any action taken. Speakers are limited to the no more than three minutes, speaking once. Please state your name and identify the agenda item you wish to address in your comments.

CONSENT (ITEM)

- 2. CONSIDER APPROVAL OF CARSON RECLAMATION AUTHORITY CLAIMS & DEMANDS RESOLUTION NO. 24-12-CRJPA**
TO APPROVE RESOLUTION NO. 24-12-CRJPA

DISCUSSION (ITEM)

- 3. CONSIDER A CONTRACT WITH SOUTHERN CALIFORNIA GAS COMPANY ("SOCAL GAS") FOR THE INSTALLATION OF 3,300 LINEAR FEET OF 6" GAS MAIN INTO THE PROJECT SITE LOCATED AT 20400 MAIN STREET, THE FORMER CAL COMACT LANDFILL**

RECOMMENDED ACTION

- APPROVE THE AGREEMENT WITH SOUTHERN CALIFORNIA CAS COMPANY FOR THE INSTALLATION OF A GAS LINE AT 20400 MAIN STREET, CARSON, IN THE AMOUNT OF \$253,710.14
- AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT AND SUBMIT THE CONTRACT FOR PAYMENT THROUGH THE CITY'S CAPITAL IMPROVEMENT PROGRAM (CIP) LINE ITEM FOR PROJECT NO. 1617, LENARDO DRIVE CONSTRUCTION

- 4. SUMMARY OF THE CARSON RECLAMATION AUTHORITY'S PROGRESS ON THE CONSTRUCTION OF LENARDO DRIVE**

RECOMMENDED ACTION

- RECEIVE AND FILE

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

The public may at this time address the members of the Carson Reclamation Authority on matters NOT on the agenda and within the jurisdiction of the Authority. No action may be taken on non-agendized items except as authorized by law. Speakers are requested to limit their comments to no more than three minutes. . Please state your name and identify what you wish to address.

ORAL COMMUNICATIONS (AUTHORITY MEMBERS)

ADJOURNMENT



File #:

Version:

Report to Carson Reclamation Authority

Monday, November 4, 2024, 4:00 PM

CONSENT 2.

To: Carson Reclamation Authority

From:

Subject: CONSIDER APPROVAL OF CARSON RECLAMATION AUTHORITY CLAIMS & DEMANDS
RESOLUTION NO. 24-12-CRJPA

I. SUMMARY

RESOLUTION NO. 24-12-CRJPA, A RESOLUTION OF THE CARSON RECLAMATION AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF **\$80,550.92**.

II. RECOMMENDATION

TO APPROVE RESOLUTION NO. 24-12-CRJPA.

III. ALTERNATIVES

NONE.

IV. BACKGROUND

THE CARSON RECLAMATION AUTHORITY DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. The claims and demands listed in this Resolution have been reviewed for accuracy and compliance with the budget and applicable agreements and are hereby ratified in the amount hereinafter set forth:

Section 2. On November 4, 2024, the Carson Reclamation Authority ratified the said claims and demands and authorization was given to the Authority Treasurer to pay, out of the Authority funds, to each of the claimants listed above, the amount of claims appearing opposite their respective names, for the purpose stated on the respective demands, making a total of **\$80,550.92**.

Section 3. That the Authority Secretary shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

PASSED, APPROVED and ADOPTED this 4th DAY OF NOVEMBER, 2024.

CARSON RECLAMATION AUTHORITY, a public body

By:

AUTHORITY CHAIRMAN, LULA DAVIS-HOLMES

ATTEST:

AUTHORITY SECRETARY, DR. KHALEAH BRADSHAW

APPROVED AS TO FORM:

AUTHORITY COUNSEL, SUNNY SOLTANI

V. FISCAL IMPACT

CERTIFICATION

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

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)
CITY OF CARSON)

I, Dr. Khaleah K. Bradshaw, City Clerk of the City of Carson, California, hereby attest to and certify that the foregoing resolution, being Resolution No. 24-12 CRJPA, adopted by the City of Carson City Council at its meeting held on November 4, 2024, by the following vote:

AYES: AUTHORITY BOARD MEMBERS:

NOES: AUTHORITY BOARD MEMBERS:

ABSTAIN: AUTHORITY BOARD MEMBERS:

ABSENT: AUTHORITY BOARD MEMBERS:

EXECUTED THE 4th DAY OF NOVEMBER, 2024
AT CARSON, CALIFORNIA:

EXECUTIVE DIRECTOR, JOHN RAYMOND

VI. EXHIBITS

EXHIBIT NO. 1: DEMAND RESOLUTION #24-12-CRJPA

Attachments

[EXHIBIT NO.1 - DEMAND RESOLUTION #24-12-CRJPA.pdf](#)

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 578-99-999-999-1031-

FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
217	10/02/2024	WIRE	005525 GREENBERG TRAURIG LLP	56,002.00			Jul/Aug '24 legal fees
1732	09/26/2024	PRINTED	000129 SOUTHERN CALIFORNIA EDISO	8,257.84			Sep '24 electric utility
1733	10/03/2024	PRINTED	000797 ALESHIRE AND WYNDER LLP	369.60			Aug '24 legal fees
1734	10/03/2024	PRINTED	000079 CALIFORNIA WATER SERVICE	2,414.14			Sep '24 water utility
1735	10/24/2024	PRINTED	004417 SOCALGAS	5,451.82			Oct '24 gas utility
1736	10/24/2024	PRINTED	000129 SOUTHERN CALIFORNIA EDISO	8,055.52			Oct '24 electric utility
			6 CHECKS	CASH ACCOUNT TOTAL	80,550.92		.00

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
6 CHECKS	FINAL TOTAL	80,550.92	.00

** END OF REPORT - Generated by BRAULIO ALATORRE **



File #:

Version:

Report to Carson Reclamation Authority

Monday, November 4, 2024, 4:00 PM

DISCUSSION 3.

To: Carson Reclamation Authority

From: John Raymond, Executive Director

Subject: CONSIDER A CONTRACT WITH SOUTHERN CALIFORNIA GAS COMPANY ("SOCAL GAS") FOR THE INSTALLATION OF 3,300 LINEAR FEET OF 6" GAS MAIN INTO THE PROJECT SITE LOCATED AT 20400 MAIN STREET, THE FORMER CAL COMACT LANDFILL

I. SUMMARY

This contract with SoCal Gas is their standard contract related to a Non-Residential, Commercial project located at 20400 Main Street, Carson, the Former Cal Compact Landfill. The installation of the main gas line is a necessary activity associated with the construction of Lenardo Drive, which is being undertaken by the CRA on behalf of the City. The basic scope of work for the contract is as follows: "Install 3,300 linear feet of new 6" plastic gas main into an open trench installed by the customer (the CRA). SoCal Gas will tie into the existing 6" line already located on Lenardo Drive in a 1,500 linear foot section of 8" plastic main and an 1,800 linear foot section of 6" plastic main, leaving a stub on Stamps Drive for future connections on Cells 3, 4, and 5 into the 8" line. The trench will be provided by the CRA and the backfill will be performed by a SoCal Gas Authorized Contractor, Doty Brothers Equipment Company.

The cost to the CRA for SoCal Gas to perform the work is \$253,710.14, of which \$199,396.89 is the Project Cost, \$45,623.25 is for ITCCA (CIAC Tax), and \$3,300.00 is for Site Prep. Because these are core infrastructure cost related to the construction of Lenardo Drive, they will be paid from the Measure R/Measure M bonds through the City CIP budget.

II. RECOMMENDATION

1. **APPROVE** the Agreement with Southern California Gas Company for the installation of a gas line at 202400 Main Street, Carson, in the amount of \$253,710.14.
2. **AUTHORIZE** the Executive to execute the Agreement and submit the contract for payment through the City's Capital Improvement Program (CIP) line item for Project No. 1617, Lenardo Drive Construction.

III. ALTERNATIVES

TAKE another action the Board deems appropriate.

IV. BACKGROUND

Over the past year, the CRA has made significant progress on the design and entitlement of Lenardo Road. This includes all the civil engineering design including grading, hydrology, stormwater, street improvement plans, striping and signaling, streetlights; median island landscaping, geotechnical; and utility design. Utilities include Southern California Edison, Southern California Gas, Spectrum, AT&T, California Water Company (domestic water), West Basin Municipal Water District (recycled water), and LA County Public Works (sewer and storm drain). These plans are nearing completion, except for the Cell 2 buffer design, and are beginning to be readied to be bid over the new several months on a phased/rolling basis. The CRA is also working on the relinquishment of the Caltrans right of way on the Avalon Boulevard side of the Torrance Lateral in order for Lenardo to connect to Avalon. This is also necessary to finalize the domestic water plan as the water line will extend over the bridge as well.

As part of the installation of utilities, some utilities allow the customer/developer (the CRA, in this case) to install the utilities based on an approved design, with the utility inspecting the completed work at the end of the project. This is true of the sewer and storm drains -- the County approves the design, the CRA installs, and the County inspects at the end. In most of the other utilities, however, the utility allows requires the plans to be approved or designs the utilities themselves (such as with SoCal Gas), then allows the developer to install the open trench for installation, the utility installs their line in the open trench, and then allows the developer to contract with an authorized contractor. The customer pays the utility for its work, and also pays its own contractors or an authorized contractor for digging the open trench and backfilling it before the street is completed.

This is where the CRA is with SoCal Gas -- the attached contract allows for the installation of the gas utility in the manner described above. The payment is a deposit and is due when the contract is executed.

V. FISCAL IMPACT

The cost to the CRA for SoCal Gas to perform the work is \$253,710.14, of which \$199,396.89 is the Project Cost, \$45,623.25 is for ITCCA (CIAC Tax), and \$3,300.00 is for Site Prep. Because these are core infrastructure cost related to the construction of Lenardo Drive, they will be paid from the Measure R/Measure M bonds through the City CIP budget.

VI. EXHIBITS

1. Cover Letter
2. Contract
3. Trench Specifications
4. Information on Natural Gas Odorant
5. Grade and Riser Setback Information
6. Acknowledgment of Installation of Gas Prior to Curb and Gutter

Attachments

[Cover Letter - Line Extension Contract Documentsr](#)

[Contract](#)

[Trench Specifications](#)

[Information on Natural Gas Odorant](#)

[Grade and Riser Setback Information](#)

[Acknowledgment of Installation of Gas Prior to Curb Gutter](#)



*****Please review separate processing instructions*****

CONTRACT

PAYMENT



DO NOT INCLUDE PAYMENT WITH SIGNED CONTRACT DOCUMENTS

Please sign where indicated and return **all** documents via

EMAIL:

NBProcess-Pacific@semprautilities.com

Or **FAX** to:

1-866-947-3532

Please submit with wet signatures or authenticated digital signatures that include a digital certification or time stamp. Typed signatures are not accepted.



DO NOT INCLUDE PAYMENT WITH SIGNED CONTRACT DOCUMENTS

Payment option **Online**, please visit www.socalgas.com/exhibitA

Line Extension Contract payments are

accepted **ONLY** at SoCalGas **Branch Offices**

Link to payment offices: [SoCalGas Payment Offices](#)

Payment Locations

Search by City or Zip Code

All Payment Locations Branch Offices Authorized Payment Locations Handicap Accessible

[Get Directions](#)

OR

mailed with the Exhibit A to :

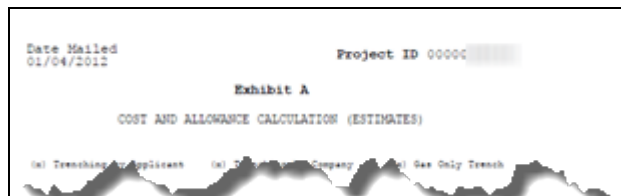
Southern California Gas Company

Sundry Billing, ML 711D

P.O. Box 2007

Monterey Park, CA 91754-0957

Please include the Exhibit A with Payment



SoCalGas Field Representatives are **NOT AUTHORIZED** to receive signed contract documents or customer payments. **DELAYS will** occur if documents or payments are sent to field personnel.



To avoid delays, be sure to follow these 3 simple rules:

1. Sign and return documents promptly via email or fax
2. Always attach Exhibit A with payment
3. Make payment at either a SoCalGas **Branch Payment Office** or **mailed** to the above address

Construction scheduling cannot proceed until contract and payment have been processed and recorded by SoCalGas.

(Allow 3-7 days for payment to be recorded)



Reference:

SoCalGas Project #: 00000278857
Project Location: 20400 MAIN ST, CARSON

10/25/2024

JOHN RAYMOND
ASSISTANT CITY MANAGER
CITY OF CARSON
701 E CARSON ST
CARSON, CA 90745

Project Scope:

Non-Residential, commercial, project located at 20400 Main St, Carson and Del Amo And Main, in the City of Carson, County of Los Angeles.

Install Main to the specified location in Applicant provided joint trench, backfill by Applicant.

The engineering required for the installation of the gas facilities as described above in the Project Scope, based on the information you have provided us, has been completed. The attached "Exhibit A" dated 10/25/2024 details the estimated costs and allowances, if applicable, and also indicates any advances and contributions, if required at this time.

Please provide us with an address list for the property, if applicable, including any internal apartment or unit numbers or letters as quickly as possible. This will assist us in providing timely installation of the requested gas meters and/or refunds of your refundable advances, if applicable.

To acknowledge your receipt of the **Exhibit A, confirmation of the scope of the Project, and receipt and agreement with the enclosed General Conditions**, please have this letter executed by your authorized representative(s) (owner or corporate officer) and return all pages to the SoCalGas New Business Process Team at either NewBusinessProcessTeam@esign.sempa.com, if you are executing these documents through the electronic signature portal, or NewBusinessProcessTeam@socalgas.com, if you are not executing these documents through the electronic signature portal. Your return of the executed copy of this letter plus any required advance made through one of the designated SoCalGas payment channels (e.g., online at www.socalgas.com/exhibitA, in person at a SoCalGas Branch Office, mailed to SoCalGas Mail Payments: P.O. Box 2007, ML711D, Monterey Park, CA 91754-0957), will constitute your request to SoCalGas to schedule the installation and your agreement to Exhibit A and the General Conditions. Timely return of this letter will ensure that your construction is not delayed. A copy of the letter has been provided for your records.

Thank you for this opportunity to provide you with natural gas to serve your energy requirements. We are pleased to have you as a SoCalGas customer and want to provide you with the best possible service. If you have any questions, please contact me at (000) 000-0000.

Sincerely,

EMMANUEL RODRIGUEZ
LD PLNG ASSOC
9400 OAKDALE AVE
CHATSWORTH, CA 91313-6511

SOUTHERN CALIFORNIA GAS COMPANY - GENERAL CONDITIONS FOR LINE EXTENSIONS

These are the general conditions under which Southern California Gas Company ("SoCalGas") will provide line extensions for Applicants.

I. COSTS

A. Estimates and Duration. The enclosed Exhibit A estimate is valid for 90 days and may be revised after that time if the installation of gas facilities for the Project has not begun. Once SoCalGas begins the installation, the estimated cost will remain in effect for twelve (12) months. If at the end of the twelve (12) months the work is not complete, SoCalGas reserves the right to calculate its costs for the work completed, less applicable allowances, and issue a new project and Line Extension Contract for the remaining installation work. Applicants who submit a new application for gas line extension(s) on or after July 1, 2023 must pay SoCalGas the actual cost, but the estimated amount is due and payable in advance. Because of unforeseen contingencies and other factors, the actual cost may be considerably higher or lower than this estimate. Therefore, the estimate is not a warranty by SoCalGas of the actual cost. If additional monies are due, Applicant agrees to pay them within 30 days after invoice. Applicant will be responsible for costs of engineering, planning, surveying, right of way acquisition and other associated costs. Estimated and actual cost excludes Betterments and Utility Convenience.

B. Allowances. Applicant(s) receiving allowances as an offset to the installation costs are responsible for these costs and may be billed subject to the following: line extension(s) where allowances have been granted to the Applicant based on future gas load(s) must have the gas meter(s) installed and turned on with bona fide load within six (6) months for main/main and service(s) installations and twelve (12) months for service(s) only installations. These time frames commence from the date SoCalGas completed the installation of gas facilities. If Applicant fails to comply, the Applicant will be billed for the difference between estimated allowances and authorized allowances, as described in Tariff Rule Nos. 20 and/or 21. The bill amount will include Income Tax Component Contribution and Advances (ITCCA/CIAC) Tax. Applicant requested temporary service(s) are fully collectible. Refunds shall be made and calculated in accordance with Rule No. 22.

C. Attorneys Fees and Offset. If SoCalGas is required to bring an action to collect monies due or to enforce any other right or remedy, Applicant agrees that SoCalGas is entitled to recover its reasonable attorneys' fees and costs. SoCalGas may withhold from any payments due Applicant any amounts Applicant owes SoCalGas.

II. INDEMNITY

A. General. Applicant shall indemnify and hold SoCalGas harmless from and against all liability (excluding only Pre-Existing Environmental Liability) connected with or resulting from injury to or death of persons, including but not limited to employees of SoCalGas or Applicant, injury to property of SoCalGas, Applicant or a third party, or violation of local, state or federal laws or regulations (excluding environmental laws or regulations) (including attorneys' fees) arising out of the performance of this Contract, except only for liability to the extent it is caused by the negligence or willful misconduct by SoCalGas.

B. Environmental. Applicant shall indemnify and hold SoCalGas harmless from and against any and all liability (including attorneys' fees) arising out of or in any way connected with the violation or compliance with of any local, state, or federal environmental law or regulation as a result of pre-existing conditions at the Project site, release or spill of any pre-existing hazardous materials or waste, or out of the management and disposal of any pre-existing contaminated soils or groundwater, hazardous or nonhazardous, removed from the ground as a result of SoCalGas's work performed ("Pre-Existing Environmental Liability"), including, but not limited to, liability for the costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remedial work, penalties, and fines arising from the violation of any local, state, or federal law or regulation, attorneys' fees, disbursements, and other response costs. As between Applicant and SoCalGas, Applicant agrees to accept full responsibility for and bear all costs associated with Pre-Existing Environmental Liability. Applicant agrees that SoCalGas may stop work, terminate it, redesign the gas facilities to a different location, or take other action reasonably necessary to complete its work without incurring any Pre-Existing Environmental Liability.

C. Withhold Rights. In addition to any other rights to withhold, SoCalGas may withhold from payments due Applicant such amounts as, in SoCalGas's reasonable opinion, are necessary to provide security against all loss, damage, expense and liability covered by the foregoing indemnity provisions.

III. WARRANTY

SoCalGas requires that Applicant warrant all materials and workmanship performed by Applicant (directly or through a contractor other than SoCalGas) shall be free of all defects and fit for their intended purpose. A one-year warranty on any materials and a two-year warranty on any installation work provided are required. If Applicant's work or materials fail to conform to the warranty, Applicant shall reimburse SoCalGas for the total cost of repair and/or replacement or SoCalGas may give Applicant the opportunity to fix within a reasonable time such defect(s). Such reimbursements are non-refundable and the amount of such reimbursements may be withheld by SoCalGas and offset against refundable amounts owed Applicant, when applicable.

IV. TARIFF RULES / COMMISSION

A. This Line Extension Contract ("Contract") consists of and incorporates by reference the line extension contract letter, Exhibits A, General Conditions and all of SoCalGas's applicable tariff schedules and rules as submitted from time to time with the California Public Utilities Commission ("Commission"), including but not limited to, the Preliminary Statement and Rule Nos. 1, 2, 4, 9,

13, 20, 21 and 22. Copies of these rules may be obtained by visiting the SoCalGas' Internet site at www.socalgas.com or by requesting copies from your SoCalGas representative.

B. This contract is at all times subject to such changes or modifications as the Commission may direct from time to time in the exercise of its jurisdiction.

C. No agent of SoCalGas has authority to make any terms or representations not contained in this Contract and the tariff schedules and Applicant hereby waives them and agrees neither SoCalGas nor Applicant shall be bound by them.

V. JOINT AND SEVERAL LIABILITY

Where two or more parties are Applicants for a Project, SoCalGas shall direct all communications, bills and refunds, when applicable, to the designated Applicant, but all Applicants shall be jointly and severally liable to comply with all terms and conditions herein.

VI. STUB EXTENSIONS

For Applicant(s) receiving allowances, stub costs are refundable only to the extent the allowances generated by stub extensions exceed the main to meter installation costs, and only for ten years from the date of the stub installation. Refunds will be made without interest, and no refund will be made in excess of the amount advanced.

VII. AUTHORIZED SIGNATURE

If Applicant is a corporation, partnership, joint venture, or a group of individuals, the subscriber hereto represents that he has the authority to bind said corporation, partners, joint venture, or individuals as the case may be.

My signature below represents my agreement and acceptance of the Project confirmation, Exhibit A and Southern California Gas Company's General Conditions For Line Extension. I acknowledge and agree that SoCalGas's cost estimates and allowances, if applicable, for this Project were based on information provided by me or my authorized representative. I further acknowledge and agree that my signature represents my/my company's agreement and understanding that subsequent changes in Project scope may affect the installation price **and further, that if allowances have been granted, an additional contribution may be required if the future loads on which the allowances were based do not materialize.**

APPLICANT: **CITY OF CARSON**

By:

Address:

(Future bills, refunds, and correspondence will be mailed to the address provided)

(Authorized Signature)

(Print Name)

Title:

Telephone:

Date:

Social Security or Federal Tax ID No.

_____ No. _____

Date Mailed
10/25/2024

Project ID 00000278857
Application Date 07/09/2019

Exhibit A

COST AND ALLOWANCE CALCULATION (ESTIMATES)

(x) Trenching by Applicant (x) Joint Trench
(x) Backfill by Applicant

\$ <u>193396.89</u>	-	\$ <u>3300.00</u>	-	\$ <u>0.00</u>	=	\$ <u>190096.89</u>
Project Cost		* Site Preparation		Allowance Applied		
Advance Required (Refundable)						\$ <u>190096.89</u>
Advance Required (Non-Refundable)						\$ <u>0.00</u>
ITCCA (CIAC Tax)		\$ <u>190096.89</u>	X	<u>24 %</u>	=	\$ <u>45623.25</u>
Payment Received						\$ <u>0.00</u>
Total Amount Due						\$ <u>235720.14</u>

* Site preparation reimbursement for applicant provided trench will be treated per
Tariff Rules 20 & 21 and payments, if any, will be based on the agreed upon
price per foot times the actual footage of the trench used.
Form 3905-D, Effective 09/05 Line Extension Contract #: 00000278857-2

Date Mailed
10/25/2024

If paying online, go to www.socalgas.com/exhibitA. If paying by mail or in person, detach and return this portion with your payment.

THIS BILL IS NOW DUE AND PAYABLE



CITY OF CARSON
701 E CARSON ST
CARSON, CA 90745

NBMS Project ID 00000278857-2

PLEASE PAY THIS AMOUNT	235720.14
------------------------	-----------

9200027885701000002357201430000

92 000278857 3



10/25/24

**SOUTHERN CALIFORNIA GAS COMPANY
SPECIFICATIONS FOR APPLICANT PROVIDED TRENCH**

Project Number: 278857

Job Location: 20400 MAIN ST, CARSON
Tract# 0

Telephone: -
Lots: 0

It is understood by acceptance of this agreement that Southern California Gas Company (SoCalGas) requirements related to trenching and backfilling are to be met in all instances. Any deviation from these requirements that is not approved in writing by an authorized SoCalGas representative shall be considered cause for this agreement to become void and releases SoCalGas from any obligation of participation in an applicant provided trench installation.

The Applicant will notify SoCalGas in writing at least ten business days in advance of starting work. Applicant agrees that SoCalGas may determine in its sole discretion whether the installation of main and service piping should be coordinated with other operations and Applicant agrees to use best efforts to facilitate the coordination.

The Applicant or their authorized agent shall, at no cost to SoCalGas, obtain the necessary trenching permits, pay all inspection fees, obtain Operator Qualifications and satisfy any and all other requirements pertaining to trenching, backfilling and compaction called for by authorized governing agencies and SoCalGas.

Applicant agrees that trenches shall be of such size as to provide a minimum twelve-inch separation when paralleling and a minimum six-inch separation when crossing all other substructures (greater separation may be required for special conditions). All gas main piping shall have a minimum thirty-inches cover below finished grade. All trenches must be level and free of debris at the time natural gas lines are to be installed. Applicant is responsible for providing rock and debris-free screened sand to pad and cover all natural gas pipelines. Depth of cover will be provided by a SoCalGas representative, but is typically a minimum six-inches of pad and twelve-inches of cover in normal soil, or a minimum six-inches of pad and eighteen-inches of cover in rocky soil. Applicant shall be responsible for repair or relocation costs of any natural gas facility which has been changed, altered, or modified inside the project limits, without SoCalGas authorization. Refer to the drawings of cross sections of joint trench (no scale) attached hereto and incorporated by reference.

SoCalGas will credit Applicant for acceptable trench at the agreed to rate of \$ 1.00 per foot, which will be identified on EXHIBIT A as Site Preparation.

This agreement is subject to SoCalGas Tariff Rules 20 and/or 21, which are incorporated by reference, and is subject to such changes or modifications as the Commission may direct from time to time in the exercise of its jurisdiction.

Accepted By Applicant:

Accepted By Southern California Gas Company:

Name: CITY OF CARSON

Contact:

Title:

Signature:

Date:

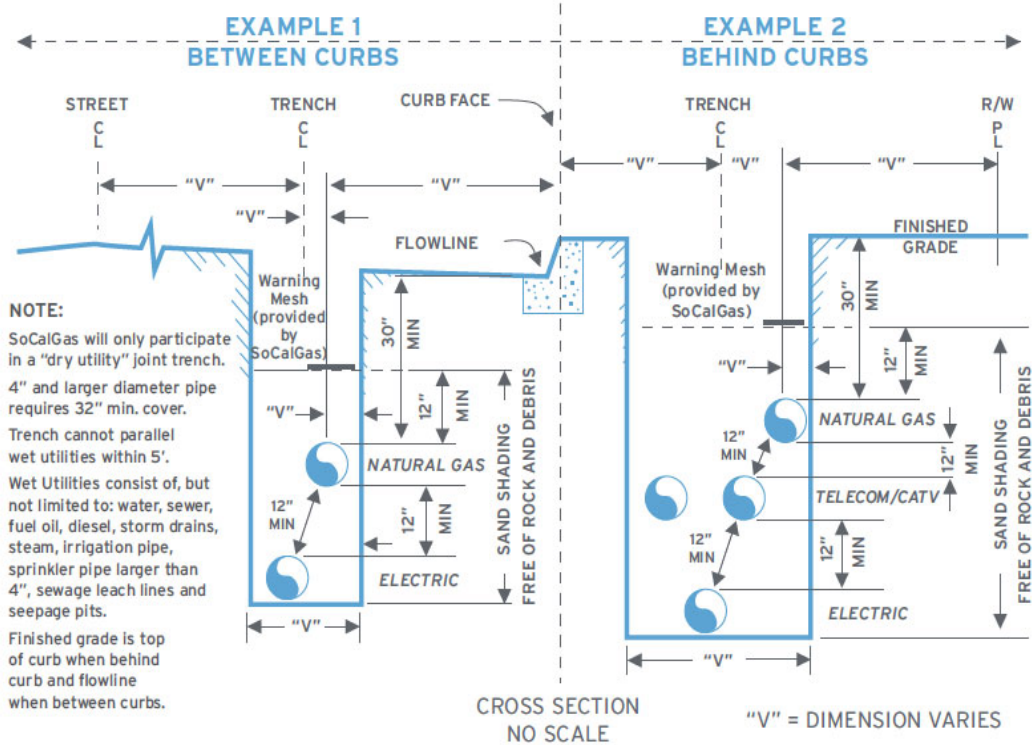
Signature: EMMANUEL RODRIGUEZ

Name: EMMANUEL RODRIGUEZ

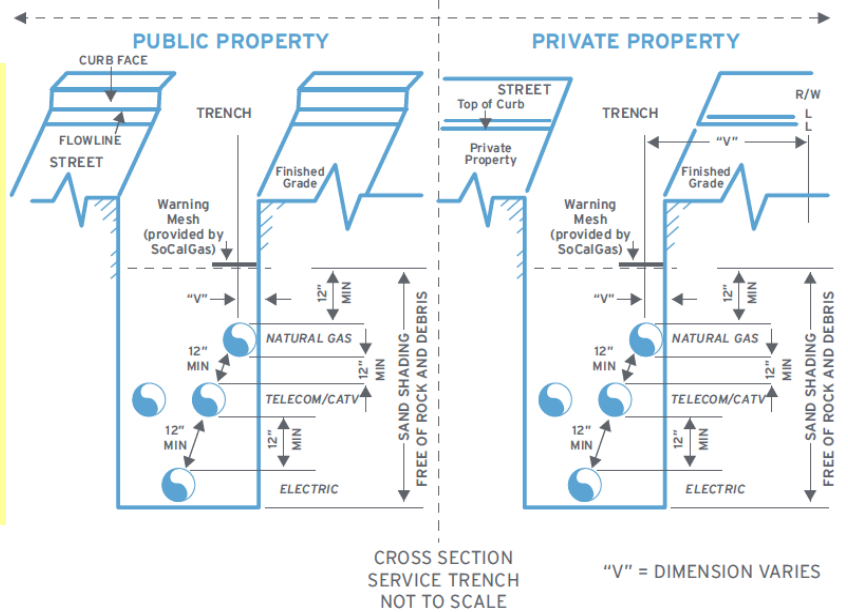
Title: SoCalGas Planner

Date: 10/25/2024 Trench Doc

SoCalGas Distribution Main Joint Trench Diagram (Typical Examples)



SoCalGas Distribution Service Joint Trench Diagram (Public and Private Property Cross Sections)



**Contact 811 before you dig!
 It's the law.**

Contact 811 at california811.org or dial 811, to submit a location request at least two business days before digging. SoCalGas will be contacted, as well as other local utility owners, to mark the location of all utility-owned lines for FREE.

NOTE:
 SoCalGas will only participate in a "dry utility" joint trench.
 24" minimum horizontal separation from wet utilities i.e., water, sewer, landscaping sprinklers and/or irrigation pipes, drains, sewage leach lines, or seepage pits.
 For wet utilities, if sandy soil conditions do not allow the native soil to remain undisturbed between the trenches, then a sleeve will be required for the natural gas line, or a minimum of 36" separation and no sleeve.
 Finished grade is top of curb when behind curb and flowline when between curbs.

Finished grade is top of curb when between curb and rowline
when between curbs.

278857



An Important Safety Bulletin From Southern California Gas Company

Information on Natural Gas Odorant

Dear Applicant,

You have requested natural gas service or an upsized meter to the location referenced by the project number above. **The purpose of this notice is to provide contractors who work on natural gas piping, appliances and equipment, and consumers of natural gas service with additional safety information on natural gas odorant and the potential for odor fade.**

Natural Gas Odorant: SoCalGas adheres to Department of Transportation (DOT) and California Public Utilities Commission (CPUC) rules and regulations regarding the odorizing of natural gas. SoCalGas adds an odorant to give natural gas a distinctive odor so leaks can be more readily detected. However, you should not rely on your sense of smell alone to determine if you have a gas leak. Even though a distinctive odorant is present in the gas to assist in the detection of leaks, there are a number of reasons why your sense of smell might not be enough to alert you to the presence of a natural gas leak. For example, some persons may not be able to detect the odor because they have a diminished sense of smell or are experiencing olfactory fatigue (temporary, normal inability to distinguish odor after a prolonged exposure to it). Some physical conditions, including common colds, sinus conditions, allergies, eating certain foods, inattentiveness, and the use of tobacco, alcohol, drugs and certain medications may lessen the ability to smell the odor. In addition, the odor may be masked or hidden by other odors that are present, such as cooking, damp, musty or chemical odors. And, certain conditions in pipe and soil may cause the odor to fade to undetectable levels of smell.

Natural Gas Odor fade (loss of odorant): "Odor fade" refers to the phenomenon in which physical and/or chemical processes cause the loss of odorant in natural gas so that its distinctive odor may no longer be detectable by smell. The processes that cause odor fade are adsorption, absorption, oxidation, or any combination thereof. Adsorption occurs when odorant molecules adhere to an exposed surface, such as the interior wall of a steel pipe. In absorption, odorant molecules are dissolved into or combined with another substance - such as cutting oil, pipeline liquids, or pipe thread compound - causing the odorant to have less odor. Oxidation occurs when rust or other compounds react with the odorant to change its chemical composition so that it's less odorous.

In natural gas piping systems, odor fade occurs predominantly in new steel pipe - steel pipe that has either been recently manufactured or which has not been previously used for odorized natural gas. Odor fade can also occur in previously used or existing gas pipe under certain conditions, such as where rust is present or when gas flow is limited or intermittent. Odor fade may also occur in pipe made of other materials. While it is often more pronounced in pipe installations of larger diameter and longer length, odor fade can also occur in smaller and shorter pipe configurations.

A number of factors can cause or contribute to odor fade. For example, odor fade is more likely to occur in gas piping systems using higher gas pressure, and where there is little, intermittent or no gas flow. The presence of rust, mill scale, moisture, air, cutting oil, pipe thread compound, liquids, condensates and other substances in pipe and other components of gas piping systems can cause odor fade. Care should be taken in the selection and use of pipe to be utilized in natural gas piping systems. Such systems should be designed and configured to ensure that there is a continuous flow of gas through the entire system. In addition, care should be taken in the construction of such systems or when fabricating gas pipe to prevent the introduction of substances that may contribute to odor fade.

New pipeline installations or additions of new piping segments may require the odor conditioning of the pipe before it is placed into service to prevent occurrences of odor fade. This may be accomplished by extended purges of natural gas through the pipe or by direct odorant injection. Where necessary, the gas piping system may require repeat instances of conditioning and/or modification of the system - such as by stepping down pressure or reconfiguring the piping to ensure continuous gas flow - to prevent repeat occurrences of odor fade.

If a gas leak occurs in underground piping, the surrounding soil or fresh concrete can adsorb or oxidize the odorant so that the gas no longer has an odor. As a result, gas leaking from an underground pipe may not be detectable by smell.

ODOR CONDITIONING, PURGING AND OTHER CONTROLLED RELEASES OF NATURAL GAS SHOULD ONLY BE PERFORMED BY QUALIFIED GAS PROFESSIONALS.



Project # 278857

Signs of a Natural Gas Leak: In addition to the distinctive odor of natural gas, other signs of a gas leak may include: a damaged connection to a gas appliance; an unusual sound such as a hissing, whistling or roaring sound near a gas appliance or pipeline; dead or dying vegetation in an otherwise moist area over or near pipeline areas; a fire or explosion near a pipeline; dirt or water being blown in the air. Bubbling pools of water on the ground; or an exposed pipeline after an earthquake, fire, flood or other natural disaster.

Purges and Other Planned Releases of Natural Gas: Purging of gas lines, blow-downs and other planned releases of natural gas should only be performed by qualified gas professionals. Such gas release operations should only be performed in well-ventilated areas or by safely venting the contents of gas lines and equipment to the outside atmosphere away from people, animals, structures and sources of ignition. All possible ignition sources should be extinguished before and during such operations. Consider using gas detection equipment during all gas release operations to prevent gas from accumulating and creating a combustible or hazardous atmosphere.

DO NOT RELEASE THE CONTENTS OF A GAS LINE INTO A CONFINED SPACE

The National Fuel Gas Code, the California Plumbing and Mechanical Codes, applicable Building and Safety Codes and local Departments of Building and Safety should be consulted for more information and before gas release operations begin. When installing gas appliances and/or equipment, the manufacturer’s instruction manual should be followed in conjunction with the local code authority.

ANY RELEASE OF NATURAL GAS PRESENTS THE POTENTIAL FOR EXPLOSION AND FIRE THAT COULD RESULT IN SERIOUS INJURY AND DEATH. PUGING AND OTHER RELEASES OF NATURAL GAS SHOULD ONLY BE PERFORMED BY QUALIFIED GAS PROFESSIONALS AND REQUIRES THE EXERCISE OF EXTREME CAUTION.

Please be sure to provide this letter to and discuss its contents with those that will be using natural gas at this location as well as to the design professionals, contractors, and others working with you or on your behalf to design, install, place into service, maintain, replace and/or repair the consumer’s gas piping, regulators, appliances, fixtures, equipment and apparatus.

If you have any questions or concerns regarding any of the above, or require further assistance, please contact a licensed, qualified professional. You may also visit our website at www.socalgas.com/stay-safe for more information.

In order to proceed with your project, please print your name and provide your signature and date on the provided lines below, acknowledging receipt of this safety bulletin. Please return the signed letter in the envelope provided.

We appreciate this opportunity to serve you.

SOUTHERN CALIFORNIA GAS COMPANY

(Name)

(Signature)

(Date)

Applicant signature acknowledges receipt of this notice



10/25/2024

Project Information

Project #: 278857
Location: 20400 MAIN ST, CARSON

Assigned SoCalGas Planning Rep.

Name: EMMANUEL RODRIGUEZ
Email: ERODRIGUEZ5@SOCALGAS.COM
Tel: 0
Fax: 0
Address: 9400 OAKDALE AVE
City/ST/Zip: CHATSWORTH CA 91313 6511

Applicant

Name: CITY OF CARSON
Address: 701 E CARSON ST CARSON CA 90745
Contact: JOHN RAYMOND
Tel: 3109521773

Subject: Grade & Riser Setback

Accurate finish grade and riser locations are necessary to complete the integrity of the gas installation. The Gas Company installation crew will install the gas risers to the location and grade that developer provides. In the event of a location or grade change, or any other reason that a riser location is deemed to be unsatisfactory, such as, too close to an air conditioner, or too close to a source of ignition, etc., all relocating costs incurred are the responsibility of the developer.

Thank you for your cooperation.

Tract # 0

Developer CITY OF CARSON

Signature _____
(Developer/Tract Superintendent)



Assigned SoCalGas Planning Representative

Name: EMMANUEL RODRIGUEZ
Email: ERODRIGUEZ5@SOCALGAS.COM
Address: 9400 OAKDALE AVE
City/ST/Zip: CHATSWORTH CA 91313 6511
Phone: -
Fax: -

Applicant & Project Information

Name: CITY OF CARSON
Address: 701 E CARSON ST CARSON CA 90745
Project Location: 20400 MAIN ST, CARSON
Project #: 278857
Tract #: 0
Lots: 0

Subject: Letter of Responsibility
Installation of Gas Prior to Curb and Gutter

As discussed, you have requested installation of the gas system prior to curb and gutter. As a condition for approval, CITY OF CARSON agrees to:

1. Establish sub-grade on proposed street(s) or road(s) and obtain inspection approval from a SoCalGas Supervisor.
2. Provide acceptable line and grade stake a minimum of every 50 feet.
3. Pothole the gas facilities after installation of curb and gutter, and prior to paving, verify depth and location. Number and location of potholes to be determined by the SoCalGas Field Supervisor.
4. Pay for all costs incurred by SoCalGas should the depth and/or location of the gas facilities need to be adjusted as a result of incorrect line and grade stake, prior to installing curb and gutter.

Thank you for your cooperation. If you have any questions, please contact me at: -

EMMANUEL RODRIGUEZ
SoCalGas Planner

Agreed to: _____

Name: CITY OF CARSON _____

Contact: _____

Title: _____

Signature: _____

Date: _____



File #:

Version:

Report to Carson Reclamation Authority

Monday, November 4, 2024, 4:00 PM

DISCUSSION 4.

To: Carson Reclamation Authority

From:

Subject: SUMMARY OF THE CARSON RECLAMATION AUTHORITY'S PROGRESS ON THE CONSTRUCTION OF LENARDO DRIVE

I. SUMMARY

Attached is a summary of the CRA's progress toward the construction of Lenardo Road, the essential offsite infrastructure located within the former Cal Compact Landfill, 20400 Main Street. The CRA is undertaking the project on behalf of the City due to the regulatory restrictions and nature of the site conditions. The report contains a description of the broad scope items, some of the history of the project as it relates to the construction of the road, and the current status of the main design and construction items. A recent "P6" schedule for the project is also included.

II. RECOMMENDATION

1. RECEIVE AND FILE

III. ALTERNATIVES

TAKE another action the Board deems appropriate.

IV. BACKGROUND

See Attached reports.

V. FISCAL IMPACT

There is no action as part of this report.

VI. EXHIBITS

1. Report on Lenardo Progress and Work Scope - Nov 4, 2024
2. CCLF District at Southbay Precon Schedule Update

Attachments

[Report on Lenardo Progress and Work Scope - Nov 4 2024](#)

[20241024 CCLF District at Southbay Precon Schedule Update](#)

General Description of the Lenardo Drive Project

The CRA Board has periodically requested an update on the Lenardo Drive construction project, so this report provides such a briefing. The document also includes a summary on the history of the road, the challenges in reconstructing it, the context of the road project within the larger development project of the entire 157 acres, and most importantly, the pre-construction work that has been performed on it since 2019. The CRA expects to bid this project in the next few weeks but construction contracts with the subcontractors can't be awarded until the master agreements with the general contractor and development manager are in place, which will require all the funds pledged to the project (public and private) to be readily accessible for use.

The project is the construction of "Lenardo Drive" (the historical name for what is currently Stadium Way in the City of Carson), a nearly one-mile street that needs to be constructed/reconstructed through a property owned by the Authority to facilitate the development of the former Cal Compact Landfill, one of the largest undeveloped parcels on the 405 Freeway and a critical property for the economic development of the city.

The CRA made significant progress on the design and entitlement of Lenardo Road including all the civil engineering design including grading, hydrology, stormwater, street improvement plans, striping and signaling, streetlights; median island landscaping, geotechnical; and utility design. Utilities include Southern California Edison, Southern California Gas, Spectrum, AT&T, California Water Company (domestic water), West Basin Municipal Water District (recycled water), and LA County Public Works (sewer and storm drain). These plans are nearing completion and will begin to be bid in the next few weeks in a phased- or rolling bid process.

The civil general contractor, SL Carson Builders, LLC, "Snyder Langston," working under the CRA's Development Manager, RE|Solutions, LLC of Denver, Colorado ("RES") will enter a Guaranteed Maximum Price ("GMAX") contract for all the core scope of work. Given that some of the tasks may not be fully through design review and approval at the time they are bid, the GMAX will contain allowances for potential change orders arising out of the approval process. The contract amendment with RES and its Task Order with Snyder Langston for the construction activity is being finalized, although both firms are already under contract with the CRA for preconstruction work.

RES originally responded to the 2016 RFP for the Remainder Cells and proposed to do horizontal/remedial work for a fee. The CRA entered a contract with RES in 2016 to provide technical assistance in transitioning O&M providers, and a Development and Management (DMA) Agreement with RES in 2017 for pre-development-services related to the site, starting with Cell 2. In addition to performing horizontal development services for the five landfill cells, RES was also responsible for the construction of the site infrastructure including Lenardo and Stamps.

In 2018, RES bid the horizontal civil construction work, which included pile installation, slab, utility installation, paving and the construction of the site infrastructure which included Lenardo and Stamps. The Civil General Contractor contract with Snyder Langston was ratified by the CRA Board in a public meeting.

The contract / work order between RES and Snyder Langston will be modified with the specific terms of work for the construction of the road, including the guaranteed maximum price.

Invoices will flow from the subcontractors to the general contract to RES and then to the CRA. Under its construction management contract, RES has contracted with the Cumming Group as construction managers, who will review pencil draws, maintain the master project schedule, change order log, and budget, and field check the work for completeness before signing off on the invoices to be submitted to the CRA.

Core street construction work, including utilities; environmental work necessary to facilitate the core street work; other street work on- or adjacent to the 157 Acre Site necessary to complete the development project(s); and other work on the 157 Acre site necessary to complete the development project(s) on the 157 Acre Site are, collectively, the “Offsite Improvements” and funding also comes from a number of different sources.

These Offsite Improvements shall be funded with monies from City and other funds advanced by Developer to the CRA. City, through a Cooperation Agreement with the CRA, agreed to provide to CRA use of its Measure R and Measure M bond funds issued by the City against local return revenues received from the Los Angeles Metropolitan Transportation Authority (“Metro”) of \$23,000,000 to cover a portion of the costs required for the Offsite Improvements. Further, in a bond issue approved in August 2024, the City agreed to provide to CRA use of an allocation of the 2024 Lease Revenue Bonds in the amount of \$26,000,000 to cover a portion of the costs required for the Offsite Improvements. Finally, the City has committed the use of a Traffic Mitigation Fee paid by MBK Homes for a portion of these Offsite Improvements, specifically the Traffic Signal at Stamps Road and Del Amo Boulevard, up to \$700,000.

Pursuant to the terms and conditions of an Option Agreement with the Developer of Cells 3, 4, and 5 (described below), the Developer has agreed to make an advance of \$12,500,000 to pay a portion of the costs of the Offsite Improvements, and to accelerate a portion of its ongoing funding to the CRA, in the amount of \$7,500,000 if the contractual cost of the Offsite Improvements exceeds the sum of the Measure R / Measure M funds plus its Offsite Improvement Payment, or \$35,500,000 (the “Developer Cost Overrun Account”).

When invoices from RES are received by the CRA they are reviewed for completeness and whether they are assigned to the right project account and submitted to the City for payment under an open purchase order. Each set of invoices should be in the “bucket” appropriate to the funding source, e.g. only core street work (and associated overhead) will be billed against the Measure R /Measure M bonds, for example. The City will replenish the project accounts by submitting the draw requests to the bond trustees. Invoices made against the Developer contributions will be sent to the CRA and paid by the CRA from those restricted accounts.

The City will engage an auditor to review the pay system for the project. The scope of the assignment is twofold: (1) confirm that the construction project accounting structure established by the Authority adheres to accounting principles and creates the necessary transparency and accountability for a large, high profile public works project; and (2) conduct an expenditure audit periodically during the project with a final audit at the end of the project to confirm that funds were spent responsibly and appropriately.

One of the issues that drives the City’s desire to conduct a pre-audit and post-audit is the nature of the funding sources, and the legal separation (for environmental liability reasons) between the City of Carson itself and the CRA, the structure of which is described below. The CRA exists to undertake work and assume the environmental liability on behalf of the City in contaminated-land projects and is a necessary tool for the City to be able to complete these projects.

Categories of Funding and Expenditures

Below, in broad terms, are the general cost categories of the project, along with the potential funding source(s). The soft costs associated with these tasks, including construction management, general conditions and general requirements, contingencies, contractors’ fees, insurance, design, permitting and utility deposits, and project review, are also eligible under the same funding sources and will be tied to the construction of any physical improvement they support.

Measure R/ Measure M/Developer Offsite Payment/Lease Revenue Bonds

Primary Street Construction (Lenardo)

Wet Utilities	Sewer, Storm Drain, Domestic Water, Recycled Water
Dry Utilities	Electric, Gas, Cable, Phone
Earthwork	Grading, Shoring, Excavation, Backfill
Foundations	Piles and Caissons including geotech and structural design
Paving and Flatwork	Asphalt, Concrete curbs and sidewalks, Striping
Streetlights (Lenardo/Stamps)	Includes foundations and electrical
Traffic Signals (Interior)	Includes foundations and electrical
Landscaping	Planting and Irrigation
Street Signage	Hanging from mast arms
Median Islands	includes landscaping and streetlights

Developer Offsite Payment/Lease Revenue Bonds/Developer Cost Overrun Account

Secondary Street Construction (Del Amo, Main Street, and Avalon/405)

Paving of Del Amo from Main to the Bridge
 Streetlights in Del Amo Median
 Traffic Signals at Del Amo and Stamps, including Electrical service from Main Street
 Repaving Main Street if cut for utility installation
 Striping and improvements on Lenardo ramp to Avalon

Environmental Work

Cell 1 Buffer Zone	Design and installation
Cell 2 Buffer Zone	Design and installation
Cell 2 GCCS Vaults/Header	Recoating, installation, and laterals
New Cell 1 Header	Design and installation
GCCS laterals across Lenardo	Possibly a CGO responsibility

Other Site Work

405 Slope Work	Civil Work (gabion wall) and landscaping
405 Slope Pylon Sign Work	Electrical, foundations
Torrance Lateral Landscaping	Planting and Irrigation
<u>Other Site Management Work</u>	
SWPPP	CRA pumps water as part of O&M
SWPPP BMPs	CRA constructs any new BMPS required on either Cell 1 or Cell 2
Relocation of Cell 3 Liner	Re-tarp/re-cover liner, prepare Cell 2 receiving site
Relocation of stockpiles	Any not covered in CGO agreements
Waste Consolidation/roadwork	Spoils from borings, waste from vault/liner installation
General Site Improvements	Parking for construction workers, laydown yard, access roads, lunch area

MBK Homes (Evolve) Traffic Mitigation Fee

Traffic Signals at Del Amo and Stamps, including Electrical service from Main Street

History of the Lenardo Drive Project

It is worth explaining the length of time it took the CRA to get to the point of being able to bid these improvements. This was driven in part by the myriad design changes and locking in the private developer contributions for the remaining funding for the road, which was an essential part of the predevelopment process. The long lead time of these commitments is partly related to the duration of the design- and entitlement/CEQA processes for these projects. As a result, there is a lot in the memo related to the overall development of the Cal Compact Landfill, including the Los Angeles Premium Outlets and the District at South Bay project, but the context is necessary because the construction of the road is, by necessity, a public-private venture and the CRA is relying, in part, on developer money for a portion of the road funding, so the timing of the development projects was one of the keys to completion.

Overall Description of Lenardo Road. When operating as a landfill from 1957 to 1965, the operators maintained two “native soil” haul roads that the hauling trucks used to bring waste to one of the four landfill cells. These roads were not constructed over waste and carried some utilities in them and served as underground fire breaks in the unfortunate event of a landfill fire. Lenardo Road began at Main Street and proceeded southeasterly toward Avalon but did not cross the Torrance Lateral. Stamps Drive began on Del Amo and proceeded south and eventually hooked back to connect with Lenardo near the east end.

Modified road design in the Carson Marketplace plan. The Carson Marketplace development plan, originally proposed and approved in 2006, was a site-wide mixed retail, entertainment and residential project that anticipated that the central section of Lenardo Road would be constructed below the surrounding landfill grade, with development on each side of the street connected by bridges (creating the “Lenardo Depression”). Lenardo is the main road on the Site serving private development. It serves all five cells and is supplemented by Stamps Drive, which largely provides access to Cells 3, 4, and 5.

Work done during the 2009-2012 period. All the existing road surface was removed, ground, and stockpiled on site. The “Lenardo Depression” was excavated, and soil stockpiled on site. Utilities were partially installed, including:

- a. Sewer
- b. Storm Drain
- c. Domestic Water
- d. Recycled Water
- e. Natural Gas
- f. Electricity

Utilities were extended to the Landfill Operations Center on Cell 3, where the Landfill Gas Collection and Control System (GCCS) and the Groundwater Extraction and Treatment System (GETS) are operated. Treated groundwater from the GETS is discharged into the sanitary sewer. CRA Ownership of Cal Compact Landfill and CAM Negotiation. The CRA acquired Cal Compact in 2015 to facilitate the development of an NFL stadium on the site by the San Diego Chargers and Oakland Raiders. After the NFL selected Inglewood instead as the stadium site in LA, CRA pivoted to retail development on Cell 2 and on other cells, following the Carson Marketplace/Boulevards at South Bay Specific Plan.

The financial terms of the first retail deal made by the CRA with the Macerich Company for a fashion outlet mall on Cell 2 was that the CRA would construct the remedial systems at its own cost, plus construct the street(s) with a \$10 million contribution from the Cell 2 developer, now called CAM-Carson, LLC (CAM).

Certain changes in scope and the effect of the unknown conditions on the budget pushed the Cell 2 remedial costs from under \$40 million to over \$70 million. By November 2019 CAM had stopped work (reimbursing the CRA) on the site over the cost escalation issue. CAM then filed litigation against the CRA and the City in May 2020. CAM also failed to reimburse the CRA for unpaid carrying costs and the final work invoice for piles and slab work, more than \$10 million. The withdrawal by CAM from the project plus their failure to reimburse the CRA meant the CRA could also no longer rely on their \$10 million contribution toward infrastructure and had to expend nearly \$10 million of CRA funds to pay the vendors who had installed the last of the unreimbursed piles and slab, exacerbating the CRA’s project shortfall.

Early bidding of the Lenardo work. Separately, the City of Carson issued Measure R/Measure bonds in 2019 anticipating it would spend about \$12 million on Lenardo infrastructure with another \$10 million allocated to other street projects throughout Carson. In August 2019 Snyder Langston produced a Potential Change Order (PCO) for the construction of the road, having “soft bid” several of the trade items and anticipating road work to begin in early 2020.

The PCO was for about \$26 million but included several CRA infrastructure items that were not strictly road work, such as preparation of sites for pylon signs along the 405 Freeway embankment, plus landscaping and civil work on the embankment itself. The PCO also contained a dozen or so exceptions or exclusions – many of which were environmental -- which had to be estimated by the CRA and accounted for elsewhere in the overall street budget.

The estimated cost of the road with the PCO costs plus the estimated exceptions and exclusions was about \$36-\$40 million, more than the entire \$22.4 million in Measure R and Measure M bond proceeds. This meant the CRA absolutely needed developer financial participation in the construction of the road.

Negotiation with Carson Goose Owner, LLC. Independent of the work with CAM on Cell 2, in September 2019 the CRA conducted an RFP process to seek a developer to undertake the development of Cells 1, 3, 4, and 5. This was the third RFP process undertaken by the CRA for what is referred to as the “Remainder Parcels.” One of the CRA’s representations in the RFP was that the proposer couldn’t rely on any funding for remedial systems from the CRA as it was all pledged to Cell 2. This differed from the prior RFPs seeking a developer for the Remainder Parcels. To make proposals more economically viable given the additional cost burden, the CRA was willing to accept proposals for industrial/logistics/warehouse facilities on the site, which was a change from prior RFPs. At the time, logistics commanded the highest dollars per square foot for land in the Carson real estate market.

One of the parameters added to the RFP process was that, in addition to funding all the remedial systems themselves, the developers would need to make a \$45 million residual land value payment to the CRA. Carson Goose Owner, LLC (CGO) was the only proposer willing to consider the residual payment and was the successful proposer. The first \$12.5 million was paid to the CRA when escrow on the Option Agreement opened in January 2021.

The remaining \$32.5 million demonstrated to CAM that the CRA had the funds to complete the Cell 2 remedial work. In addition to the Option/residual land value payment, CGO was required to pay pro rata carrying costs (60% of the total) for the site’s O&M activities plus share in the infrastructure costs during the design/entitlement process, prior to closing. One of the issues was whether to factor in potential \$10 million contribution from CAM if they weren’t in the deal and were instead pursuing litigation, plus determining which party had the responsibility for certain Cell 2 work (necessary for the construction of Lenardo) if CAM wasn’t in the deal.

As the cost estimates were calculated in 2020 and 2021 for the CGO agreements, the CRA needed to factor in yet additional street-related costs: the installation of landfill gas vaults on the edge of Lenardo on Cell 2; and the design and implementation of the Cell 2 “buffer,” a 20’ strip of landfill liner that keys into an anchor trench in the street and covers a portion of the unclosed cell. The estimated cost of those two systems was about \$12 million (\$4 million plus \$8 million) but it wasn’t classified as “street” work. Rather, it was “Cell 2 work,” the responsibility of the Cell 2 developer (CAM or other) but which is necessary to be able to construct the street.

The combination of the core street work based on the 2019 PCO from Snyder Langston of about \$26 million, plus the excluded environmental costs, plus the landfill gas system vaults and the Cell 2 buffer (the Cell 2 work), pushed the potential overall costs for Lenardo/Stamps to over \$50 million. The cost share at the time of the CGO agreements was approximately \$22.4 million of the Measure R/Measure M bonds, about \$10 million from CGO, a potential \$10 million from CAM (or other Cell 2 developer), for a total of about \$42 million, with the remainder tagged as “TBD” from the Cell 2 developer (maybe CAM) because of the remedial work of part of the project.

The final CGO contribution toward infrastructure is now \$12.5 million at the closing of their transaction with the CRA, plus another \$7.5 million available as a “cost overrun” account if the overall GMAX contract goes over \$35 million.

CAM-Carson returns, temporarily, in March 2022. CAM and the CRA tolled the litigation and CAM returned to the project via a Second Amendment to the Conveyancing Agreement. The agreement was approved by the CRA in August 2022 and fully executed in October 2022. The basic terms of the Second Amendment allowed for CAM to make a “deep dive” on the project to confirm the condition of the existing installed improvements and determine the amount of “rework” necessary on systems that may have deteriorated over the previous three years because of exposure to the elements (e.g. corrosion, vegetation growth)

The original term of the agreement was October 11, 2022 to January 9, 2023; CAM extended it on a technicality to January 30, 2023. Based on CAM’s request for additional time to perform their diligence work, the CRA agreed to extend the agreement to June 15, 2023, with the condition that any renegotiation of the economic deal (sales tax sharing) must occur by August 15, 2023.

After the successful renegotiation of the sales tax sharing deal, where the City agreed to increase the sales tax share from 50% over 25 years to 75% over 40 years, the CRA agreed to extend the due diligence agreement to December 15, 2023. The CRA granted one final extension of the agreement, to March 15, 2024. Based on a dispute in business terms, however, CAM terminated the agreement and the parties returned to litigation in May 2024.

Prior to termination, the scope of CAM’s due diligence activities expanded significantly over the 18-month period. Initially, the due diligence was for the purpose of CAM investigating the condition of the already-installed remedial systems, slab, and piles, and coming up with an estimate of the “rework” costs. CAM used those numbers in the renegotiation of the sales tax assistance. After August 2023, though, the due diligence was directed toward the CRA’s progress on completing Lenardo.

CAM’s accelerated delivery of Lenardo was necessitated by their desire to have construction workers for the vertical portion of the project – expected to be non-HAZWOPER workers – enter their work area via Lenardo entering the site from Avalon and immediately turning into the South Parking Lot, which already has installed liner. This would allow CAM to have a “safe” area free from the HAZWOPER worker requirements since the South Parking Lot is lined. CAM’s target date of January 2025 for delivery of access over the bridge required the CRA to be ready to bid the construction of the project by May 2024 with a contract for construction in place by July 2024 and this date was the basis for CAM’s request to extend their due diligence to July 15: bidding either would have happened by that time or not and CAM would have been able to review the GMAX contract during that period.

In addition to meeting the date noted above, CAM required the CRA to meet several other conditions with respect to contracting for the work:

- A guaranteed maximum price contract (GMAX) with Snyder Langston for the full scope of the road work.
- The City’s Measure R/Measure M funds deposited into a “lockbox” only available for the project.

- The contribution from CGO to be deposited into a Developer’s Access Control Account (DACA) for the period of the contract, only to be drawn by the CRA for the purposes of the contract.
- The CRA to engage a professional construction management firm to oversee the project, including the performance of the work, billings against the draw requests, and handling the change order process for the CRA.

The CRA was in the process of complying with all these provisions when the Second Amendment was terminated by CAM in March over the issue of carrying costs.

CRA Performance of Road Design and Pre-Construction Activities. The CRA inherited the approved- and partially-constructed street plans when it acquired the Cal Compact Landfill in 2015. As originally designed in the 2009-2010 period, Lenardo was intended to be partially “submerged,” with a 25’ depression in the middle to be bridged by overhead connecting roads between Cell 2 and Cells 4 and 5.

Some of the wet utilities - stormwater and sewer - had been installed in 2011 based on the submerged street design. When the decision was made to return the street to “at-grade,” solutions needed to be designed to accommodate utilities which would now be nearly 30’ below grade. That wet utility redesign process occurred in the 2017-2019 period and did not require a full reconstruction of the utilities, but rather recommended safety features to protect the pipes from additional load and ensure worker safety.

Additional street design that needed to occur in 2017-2019 was that the grading plan for Cell 2 needed to line up with the (old) grading plan of cells 3, 4, and 5, since there was not an active development on those cells at the time. The CGO plan, approved in 2022, changed the site grading once again. Changes in grading plans affect the hydrology of the site and storm drain plan for the street and necessitated additional design changes to the street.

Additionally, all the utility plans for the site (which travel through the street) needed to be finalized or redesigned based on changes to the project. The previous owner did not fully complete all the utility design and approval before they conveyed the site to the CRA in 2015, and everything that was completed had to be reapproved based on changes to the site plan.

The CRA undertook the finalization of the street improvement plans and the utility design in late 2022, as the Second Amendment to the Conveyancing Agreement with CAM was being approved. Under “pre-design” work, the CRA scoped the contract for electrical system design with Antieri & Associates, who had previously been contracted by CAM for their dry utility work when CAM had the responsibility to bring electric service to the site (they were the only developer).

The CRA had a series of meetings in the 2020-2022 period on the issue of recycled water with West Basin Municipal Water District.

The CRA worked with the City of Carson on a number of issues related to the design and construction of the road as well, including the use of crushed concrete on site as crushed miscellaneous base (CMB); this required a technical report by Leighton & Associates to create a blend of “fines” and “overs;” the CRA worked with the City on the traffic signals at Del Amo and

Stamps, to accelerate the construction of those signals; the CRA worked with the City on the approval of street light design.

During the 2020-2024 period, the CRA also needed to cooperate with CGO in their site design to incorporate its impacts on traffic and street design. With logistics being a significant part of the site design, the entire project needed to go through a new Specific Plan amendment and redesign and a several changes had to be made to the street. These changes involved driveway modifications on both sides of the street; measures to limit or prohibit truck traffic from entering from or exiting to Avalon Boulevard; reducing median width to accommodate truck movements, which had a spillover effect on street light location and landscaping; and the installation of additional storm drain inlets on the Cells 3, 4, and 5 side of the street due to the changed hydrology.

A key part of the Lenardo design is that it crosses the Torrance Lateral (owned by LA County Flood Control) and passes through what is currently Caltrans right of way associated with the Avalon on/off ramps on the 405 Freeway. The former RDA constructed a bridge over the lateral and received easements for street and highway purposes from LA County for the bridge and the approaches on either end. The freeway ramp was a joint project between the former RDA and Caltrans with the understanding among the parties that at the completion of the street that Caltrans would relinquish the right of way outside the limit of the ramps to the City. The CRA has been working with Caltrans on relinquishment since at least 2018 and the remaining task is to prepare a legal description and a Quitclaim Deed for the transfer to happen. The CRA recently received the title report from Fidelity Land & Title for the CRA's engineer to be able to incorporate any title exceptions to the legal description. Having fee ownership of that street section is key to being able to grant easements to utilities requiring easements through that corridor, including Cal Water and SCE.

Current Status. Design work has proceeded to the point where plans are near the point where they can be bid, although bidding will be in phases based on completeness. Below is the general status of the documents or information needed for Snyder Langston to start the trade bidding process. The granularity of these comments reflects how close they are to being completed:

Utilities

- Recycled Water. West Basin Municipal Water District review. An MOU required for West Basin to finalize its review of the CRA's plans between the CRA and West Basin was approved by the CRA and the District in August. A portion of this system was already installed. Outstanding issue is that West Basin requires an outlet and manhole for recycled water can periodically be discharged into the sewer to keep it from getting stagnant in low usage periods. This outlet is an issue with LA County Public Works' Sewer Division.
- Domestic Water (California Water Service). A portion of this system was already installed. MBI updating drawings to indicate previously installed / existing work from As-Built set and SL comments and clear delineation of CRA scope versus Developer scope (by others), such as main line vs. connections. CalWater requires the easement over the bridge to Avalon and the construction of the system would be pending the relinquishment of the right of way from Caltrans.

- Public Sanitary Sewer (MBI). A portion of this system was already installed. Update drawings to indicate previously installed / existing work from As-Built set and SL comments. Include video and written document for existing conditions and requirements for cleaning and/or repairs. Outstanding issue is the request for the manhole behind the curb to accommodate West Basin’s need for the cleanout valve.
- Public Storm Drain (MBI). A portion of this system was already installed. Update drawings to indicate previously installed / existing work from As-Built set and SL comments. SL to check on D-loading of new pipe and what the lead time will be for ordering (e.g., ordering pipe, getting the County to stamp it, etc.).
- Dry Utilities – Electrical (Antieri / Rodriguez). We are considering designing and bidding a “double system,” with both 12kv and 16 KV systems across the site because the huge demand for power on the site requires that all available nearby sources of power be considered by SCE. The site is at the intersection of 12KV and 16KV service territories. The designer is awaiting the completion of a Global report from SCE which indicates the sources of power and the points of connection.
- Dry Utilities – SoCal Gas. SoCal Gas has completed their design and have presented an Agreement for the CRA to approve for them to install the 3,300 linear feet of gas main in a trench provided by the CRA. That Agreement is on the November 4, 2024 CRA agenda.

Street Improvement Plans

- Street Improvement Plans (MBI). Plans are in final plan check at the City. CRA will now grind and overlay Del Amo from Main to the Kay Calas Bridge, both directions, plus install streetlights in the median island. Main Street was just paved by the City within the past few months and subject to a moratorium on pavement cutting, which requires full paving as an alternative. And power may come from the south as well as the north on Main. Won’t bid this until the electric applicant design is completed and approved and we know if we have to make any repairs.
- Traffic Signal Plans (MBI /Antieri/ KPFF). Plans are nearly complete but Stamps and Del Amo Blvd may still have a water line conflict and may need to be redesigned if we construct a second northbound left turn lane on Stamps, which will widen the street. MBI clarified whether revised traffic signal locations matched locations of existing pile foundations installed in 2019; geotech engineer to do borings to determine whether signals are on native soil or above waste, and structural engineer will design the foundations accordingly (piles or caissons).
- Street Lighting (MBI / Antieri / KPFF). Lights on Lenardo and Del Amo to be metered LS3 spec, owned by the City. Del Amo Streetlights are at City for approval.
- Street Signage and Striping Plans (MBI). Final plan check at the City.
- Lenardo / Stamps Landscape & Irrigation Plan (CCA). Lenardo landscaping plans are in final plan check at the City. 405 Slope landscaping will be revisited once Lenardo work is

out to bid. Torrance Lateral Slope will be included within CRA scope (between the service road and the lateral itself). Will need to bid after the roadwork has gone out to bid. Del Amo median is within the project and will be bid with Del Amo streetlights.

- Geotechnical Report / Site Soils (Leighton / MBI). Provide documentation / clarification for which existing soil stockpiles are designating for use to backfill Lenardo. Provide civil document that will identify to bidders the soil quantities required to obtain subgrade. Provide instruction on grubbing organics from existing soil stockpiles. Verify that quantity of existing gravel stockpiles is sufficient for CMB base required for Lenardo / Stamps.

Other Site Work

- 405 Slope Signage (CRA/MBI / Antieri). Clarify if any of the civil scope previously indicated on MBI Cell 2 documents will be included within this scope. Clarify if pylon foundations will be included within the scope. Clarify if any electrical power for pylon or monuments signage along 405 slope is to be included within the scope. (Even if we install the improvements on the slopes later we still need to set the pedestals and source both water and power today.)

Environmental Scope (EKI)

- Cell 2 Buffer zone (Landfill Cap and Landfill Gas). Based on TRC's "issued for construction" drawings of liner on Cell 2 from 2018, EKI is creating a redline drawing of installed improvements vs. construction drawings of each side of the buffer to come up a new plan for Cell 2 buffer design. EKI will need to design the contouring of wet utilities over the liner, so we will need to do a revision to the wet utility design once EKI's buffer plan is in. The EKI buffer plan will be subject to updated DTSC guidelines for drainage on top of the liner (which standard didn't exist in 2018) and which will require the design and installation of mechanical sump pumps on the liner vs. the previous gravity feed of the TRC design, which is more complicated and expensive. Liner drainage would be done by wet utility subs (like storm drains).
- Cell 1 Buffer zone (Landfill Cap and Landfill Gas). CRA still evaluating whether we can avoid installing a buffer on at least a portion of Cell 1. However, we will likely need a buffer zone for Cell 1, even with the natural buffers of the Cell 3 strip (between Lenardo and the lateral) and the Cell 2 parking lot because when Cell 1 gets developed because we're going to need to tie in the liner to the street. To wait until there is a Cell 1 developer could require tearing out at least the sidewalk and perhaps the street improvements to tie in the Cell 1 liner.

