

O&M SUPPORT AGREEMENT – STORMWATER CAPTURE FACILITY
(Carriage Crest Park)

This Operation and Maintenance Support Agreement for the Stormwater and Runoff Capture Facility at Carriage Crest Park (“**Agreement**”) is entered into as of the date of the last signature set forth below (“**Contract Date**”) and is between County Sanitation District No. 2 of Los Angeles County (“**District**”) and the City of Carson (“**City**”). The District and the City are referred to collectively as “**Parties**” or each separately as a “**Party**.”

- A. The District is organized and exists pursuant to the County Sanitation District Act, California Health and Safety Code Section 4700 *et seq.* The District is the administrative district for the Los Angeles County Sanitation Districts (“**Districts**”), including County Sanitation District No. 8 of Los Angeles County, the district in which the project is located. Senate Bill 485 (“**SB 485**”), effective January 1, 2016, and codified as Health and Safety Code Section 4730.68, authorizes the Districts to provide certain stormwater services. The Districts do not have an independent source of revenue to devote to stormwater projects, and any District work on stormwater projects must be funded by the requesting parties.
- B. The City is a municipal corporation that is required to manage stormwater within its boundaries and has decided to implement a project to construct a stormwater capture and diversion facility at and underneath Carriage Crest Park (“**Park**”) in order to improve the water quality in the Machado Lake Watershed (“**Project**”).
- C. Under the Project, a Water Capture Facility is in the process of being constructed to divert stormwater and urban runoff, primarily from an existing storm drain culvert, to a below-ground water storage area located at the Park and then pump it to a sanitary sewer. The Water Capture Facility (“**Facility**”) includes the structures, mechanical and electrical equipment, and instrumentation between and including, the diversion structure at the culvert and the junction structure on the sanitary sewer. It includes the electrical equipment and control panels directly related to equipment associated with the Water Capture Facility. It does not include the electrical building itself, equipment such as the security system or air conditioner located within that building, or structures related to the Park or ball fields.
- D. The Project also replaced the ball fields and landscaping areas affected by the construction. Those areas and improvements such as sidewalks, fences, and site lighting are not part of the Water Capture Facilities.
- E. The City entered into a *Cooperative Implementation Agreement* with the State of California, Department of Transportation (“**Caltrans**”) effective June 8, 2016 for the implementation of the Project (“**Caltrans Agreement**”), attached as Exhibit 1. Under the Caltrans Agreement, Caltrans contributed \$13 million to the City for the Project. Under the Caltrans Agreement, the City will be responsible for all management, maintenance and operation, including costs of the constructed Water Capture Facility.
- F. The Parties subsequently entered into a Stormwater Project Services Agreement effective July 19, 2016 to provide project management, preliminary engineering study,

environmental documentation, permit applications, design, and construction management for the Project (“**Project Agreement**”), attached as Exhibit 2.

- G. Using contract documents prepared under the Project Agreement, the City solicited proposals for the fabrication and delivery to the job site of precast stormwater storage units to be installed by a construction contractor. The City subsequently entered into a contract with StormTrap on November 14, 2017 for the supply of the precast stormwater storage equipment.
- H. The City entered into a Memorandum of Understanding with the County of Los Angeles (“**County**”) effective February 5, 2018, to construct, operate and maintain Water Quality Improvements at the Park (“**County MOU**”), attached as Exhibit 3. Under the County MOU, the County agreed to contribute up to a total amount of \$5,720,000 in Fiscal Years 2018-2019 and 2019-2020 to finance the capital cost of the Project and annual funding of 44% of the Operation and Maintenance costs of the Water Quality Improvements (also referred to herein as Water Capture Facility or Facility).
- I. As required by the County MOU, the City entered into a Use and Maintenance Agreement with the Los Angeles County Flood Control District (“**County Flood Control**”), in July 2018, to construct, operate and maintain approximately 200 feet of a storm drain owned and operated by County Flood Control as a means of diverting stormwater and urban runoff into the Water Capture Facility (“**Flood Control Agreement**”), attached as Exhibit 4.
- J. An Industrial Waste Discharge Permit (“**IW Permit**”) was issued by the Districts on January 17, 2019 to allow the Water Capture Facility to discharge to the Districts’ sanitary sewer. The IW Permit was amended on April 28, 2021 to reflect the specific equipment installed on the Project and is attached as Exhibit 5. The IW Permit has an expiration date of January 16, 2024 and may be renewed, revised, or amended in accordance with Districts’ policies.
- K. Using the contract documents prepared under the Project Agreement, the City advertised an Invitation to Bid for the project construction, which included the construction of a diversion structure at the County Flood Control culvert, the supply and installation of a pretreatment device, installation of the City-furnished precast stormwater storage units, construction of a below-ground pump station, construction of a junction structure to connect to the Sanitation Districts’ trunk sewer, restoration of the ball fields and landscaping directly affected by the construction, and all additional civil, mechanical, and electrical work associated with the Project, including the installation of a new electrical transformer and meter to supply power to the Water Capture Facility.
- L. The City subsequently entered into a contract with OHL USA for the Project construction on April 19, 2018. A Notice to Proceed with construction was issued in May 2018. At that time, the Project was scheduled to be completed in December 2019.
- M. Due to construction challenges, the Project has been significantly delayed, with an anticipated completion date not earlier than December 1, 2021. The challenges to construction completion include:

- Rain delays occurring primarily in the winter of 2018/2019;
 - Delays associated with the contractor's design and implementation of the shoring system associated with the main excavation;
 - Characterization and management of contaminated soil;
 - Various contractor-related productivity issues.
- N. The Project Agreement was amended in January 2020 to increase the project budget as a result of the construction delays and noted that the City expects to receive municipal return funds from Los Angeles County's Safe Clean Water Program, some of which may be used for this Project and operation and maintenance expenditures related to the Facility. Amendment No. 1 to the Stormwater Project Services Agreement is attached as Exhibit 6.
- O. The County MOU and County Maintenance Agreement both require the City to prepare an operation and maintenance manual ("**O&M Manual**") describing in detail the operation and maintenance requirements of various components of the Water Capture Facility.
- P. The Water Capture Facility is owned, and will be operated, and maintained by the City in accordance with the O&M Manual and IW Permit upon completion of the Project construction.
- Q. The Parties intend by this Agreement for the District to assist with the startup and initial operation and maintenance of the Water Capture Facility, as described herein. In general, the City intends for the District to assist with or perform O&M services on the pump station and control elements related to the Facility and intends to use City contractors for maintenance of the gravity storm drain portions of the Facility.
- R. The Parties intend that all work performed under this Agreement will be paid for by the City, which will apply for reimbursement from the County of Los Angeles under the County MOU and the Safe Clean Water Program.

Therefore, the Parties agree as follows:

1. Scope of Services. The District shall, on a time and materials basis, assist the City, at the City's direction, in providing operations and maintenance ("**O&M**") support for the Water Capture Facility at Carriage Crest Park in the City of Carson. The District shall perform the following services for the City in connection with the Water Capture Facility:

1.1 Initial Startup. The District shall provide support services related to the initial startup of the Water Capture Facility.

1.2 Preparation of O&M Work Plan. The District shall assist the City in defining the scope of the O&M requirements for the Water Capture Facility, including preparing an O&M Manual for the Water Capture Facility in accordance with the requirements of the County MOU, the County Maintenance Agreement, the IW Permit, and other relevant requirements.

1.3 Preparation of O&M Contract Specifications. The District shall assist the City in preparing contract documents for the City's use in procuring the services of an O&M contractor(s).

1.4 Interim O&M Services. If required due to the timing of the project startup and the City's contracting for O&M services, the District shall perform, or hire and manage the work of contractors to perform operation and maintenance services at the Water Capture Facility on a short term basis. The timeframe for direct O&M services provided by the District shall end no later than April 30, 2022 unless extended by mutual agreement. All portions of the Project that are not directly related to the Water Capture Facility, such as lighting, fencing, irrigation, landscaping, or ball fields, shall be understood to be outside the scope of this Agreement.

1.5 Interim Discharge Sampling. If required due to the timing of the project startup and the City's contracting for O&M services, the District shall perform, and/or hire and manage the work of consultants, contractors, or laboratories to perform sampling and associated laboratory analysis of discharges from the Water Capture Facility to the sanitary sewer, as required by the Industrial Waste Discharge Permit, and furnish that data to the City. The City shall be responsible for recording the flow data required under the IW Permit and submitting the analytical, flow, and maintenance data, and make all required payments in accordance with the Facility's IW Permit.

1.6 Controls and Telemetry As a condition of the IW Permit for the Water Capture Facility, the Facility includes a local control panel and cellular telemetry link to allow the Districts to remotely access the operation of the pumps that discharge to the sanitary sewer. Ports and a workstation have been provided for the City to install a similar parallel system to remotely access the facility. The District shall assist the City with operation and maintenance of the telemetry to Districts' facilities required by the IW Permit. The City shall be directly responsible for all costs associated with both telemetry systems.

2. Duration of Agreement. This Agreement shall become effective on the Contract Date and shall be effective through June 30, 2022 unless terminated early. This Agreement may be extended by mutual written agreement for a period not to exceed three years from the Contract Date.

3. Coordination with Project Agreement. This Agreement shall be understood to be a separate agreement from the Project Agreement. Regardless of the effective date of this Agreement, work will be performed under the Project Agreement through the end of project construction or until the expenditures approved by the City for that Agreement are reached, whichever is earlier, at which time work may immediately continue under this Agreement.

4. Coordination with Other Agreements. This Agreement is intended to cover technical assistance and other miscellaneous services which may be supplied by the District and its various departments and consultants. In the event that the District and the City are either parties to or subsequently enter into a separate contract for specific services included within the scope of this Agreement, those separate contracts shall control with respect to the scope of the duties of the Parties thereunder unless such contracts adopt the provisions of this Agreement by reference.

5. Facility Ownership. The Water Capture Facility is and will be owned by the City. The City shall be responsible for reviewing and approving the O&M work plan and bid documents and for advertising, bidding, and awarding the City's contracts for O&M service at the Water Capture Facility. The District will not own any part of the Water Capture Facility, such as the sewer junction structure at any time, unless otherwise specified in a separate agreement.

6. Deposit and Payment. The City shall pay the District on a time-and-materials basis, not to exceed \$250,000, without further authorization from the City. The City shall deposit with the District an initial payment of \$50,000 to be used toward any allowable costs of the Project.

7. Costs. Costs to be incurred by the District under this Agreement may include any of the following:

7.1 District staff costs, based on the Schedule of Fees provided in Exhibit 7 and subject to annual adjustment consistent with the District's salary and cost increases. Staff charges incurred prior to the Contract Date are reimbursable under this Agreement.

7.2 Materials costs, including supplies, copying, and mileage.

7.3 Equipment costs, including reasonable rental rates for equipment or tools used in directly performing O&M services.

7.4 Consultant, laboratory and legal fees, on a pass-through basis.

7.5 Any other costs incurred by the District directly related to the work performed under this Agreement.

8. Specific Exclusions. The following are specifically excluded:

8.1 Preparation and submittal of industrial waste reports or payments related to the discharge of captured water to the Districts' Trunk Sewer.

8.2 Costs to modify, alter, or repair any part of the Water Capture Facility or its components.

8.3 Costs associated with electrical power at the Water Capture Facility and costs related to telemetry equipment and service. Those payments shall be made directly by the City.

8.4 Operation and maintenance of any improvement not associated with the stormwater management function of the Water Capture Facility, such as: maintaining the exterior of the associated electrical building, security cameras, or landscaping.

8.5 Management or oversight of any contractors hired by the City.

8.6 Any sort of security at the site.

9. Invoices. The District shall maintain itemized and detailed work or job records covering the cost of all functions and services performed under this Agreement, including salary, wages and other compensation for labor, supervision and planning, plus overhead, the reasonable rental value of all District-owned machinery and equipment, invoices for consultants, materials and supplies, reasonable handling charges, and all additional items of expense incidental to the performance of such function or service. The District shall furnish to the City an invoice for all work performed and expenses incurred during each calendar month. The invoice shall be itemized to show subtotals for each task that was active during the invoice period. The invoice will reflect the current overall balance, the charges to date for each task, and a work progress statement for each task, any payments made by the City to date, any outstanding invoices and an amount due for replenishment of the balance.

9.1 Return of Deposit. Upon termination of this Agreement, the District shall prepare a final invoice. The District will, upon payment of the final invoice, refund to the City the balance of the deposit after deduction for any outstanding amounts due the District under this Agreement.

10. Disputes. The City shall independently review each invoice submitted by the District to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement and the applicable task. In the event any charges or expenses are disputed by the City, the invoice will be returned by the City to the District within 14 calendar days from date of receipt by the City for correction or clarification and resubmission. Review and payment by the City for any invoice provided by the District shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

11. Payment Terms. The City shall pay the District within 45 days after invoice. The City's duty to pay the District is not contingent upon reimbursement from any other party. The City shall be solely liable for all charges incurred by the District for the Project.

12. Termination. Notwithstanding the provision of Section 2 of this Agreement, either the City or the District may terminate this Agreement at any time by giving 30 days prior written notice of termination to the other Party.

13. Indemnity, Performance Warranty, and Limitation of Liability.

13.1 Indemnity. The City shall indemnify, defend, and hold harmless the District and its elected and appointed officers, employees and agents from and against any demands claims, actions, fees, costs and expenses (including attorney and cost of expert witness fees and costs of litigation) arising out of or relating to the Project or Water Capture Facility. Such indemnification will not cover any claim due to the sole negligence or willful misconduct of the District or its agents. The District shall indemnify, defend, and hold harmless the City and its elected and appointed officers, employees and agents from and against any demands claims, actions, fees, costs and expenses (including attorney and cost of expert witness fees and costs of litigation) arising out of or relating to any services provided under this Agreement, including, but not limited to, any services performed by its officers, employees, agents, subcontractors, or subconsultants. Such indemnification will not cover any claim due to the sole negligence or willful misconduct of the City or its agents.

13.2 Warranty and Limitation of Liability. The District warrants that all services will be provided in accordance with industry professional standards by similarly-qualified professionals. The City shall notify the District within 30 days if any services are claimed to be deficient. For any breach of this warranty, the City's exclusive remedy will be the District's re-performance and correction of the deficiency at District's cost. In no event will the District be liable to the City for the payment of any indirect, incidental, special, punitive, or consequential damages. The District's maximum liability for any damages arising out of or related to this Agreement shall be the amount paid by City to the District for the District's staff time and materials under this Agreement.

14. Insurance. Unless the District is self-insured in which event District shall provide City letters of self-insurance sufficient to evidence the coverages required in this Section 14, the District shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

14.1 Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

14.2 Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the District against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the District in the course of carrying out the work or services contemplated in this Agreement.

14.3 Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence basis for bodily injury and property damage in an amount not less than either (i) bodily injury liability limits of \$100,000 per person and \$300,000 per occurrence and property damage liability limits of \$150,000 per occurrence or (ii) combined single limit liability of \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars, and any other automobile.

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

14.5 General Insurance Requirements. The comprehensive general liability and automobile policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained

by City or its officers, employees or agents may apply in excess of, and not contribute with District's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the District shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 1545 to the City. No work or services under this Agreement shall commence until the District has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

14.6 Sufficiency of Carriers. The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City's Risk Manager or other designee of the City due to unique circumstances.

15. Notices. All notices pursuant to this Agreement must be addressed as set forth below or as the Party may designate by separate written notice to the other Party. Notices must be sent prepaid through the United States mail with a courtesy copy by email. Notice will be deemed given two days after postmark. The Parties may also provide notices to each other by personal delivery or overnight courier and any notice so given will be deemed to have been given upon receipt.

If to District

By Personal Delivery or Overnight Carrier
County Sanitation District No. 2 of Los Angeles County
1955 Workman Mill Road
Whittier, CA 90601
Attn: Water Quality Section
Courtesy copy by email to: kruffell@lacsdsd.org

By U.S. Mail
County Sanitation District No. 2 of Los Angeles County
P.O. Box 4998
Whittier, CA 90607-4998
Attn: Water Quality Section

If to the City

City of Carson

701 E. Carson Street

Carson, CA 90745

Attention: Eliza Jane Whitman.

Courtesy copy by email to: ejwhitman@carsonca.gov

16. Authority. Each signatory of this Agreement represents that he or she is duly authorized to execute this Agreement on behalf of the Party for which he or she as signatory executes this Agreement. Each Party represents that it has the appropriate legal authority to enter into this Agreement and to perform all obligations under this Agreement.

17. Construction and Interpretation. Each of the Parties has been represented by counsel in the negotiation and drafting of this Agreement, which has been arrived at through negotiations. Each Party has had a full and fair opportunity to revise the terms of this Agreement. As a result, the normal rule of construction that any ambiguities are to be resolved against the drafting Party will not apply in the construction or interpretation of this Agreement, but instead the Agreement will be interpreted based on its fair meaning. Specific provisions of this Agreement will take precedence over conflicting general provisions.

18. Amendment. This Agreement may be amended or modified only by a written instrument executed by each of the Parties to this Agreement and approved by their respective governing boards unless otherwise specified herein. In the event one Party wishes to amend this Agreement, it will notify the other Party, and specify the section or sections it seeks to amend. The Parties will meet and confer in good faith concerning any proposed amendment.

19. No Partnership/No JPA. The District is acting as an independent contractor for the City for the purpose of this Agreement and the Project. The Parties do not intend by this Agreement to create a joint exercise of powers agreement, and the Parties do not intend by this Agreement to create a partnership or a joint venture of any sort.

20. Necessary Actions/Further Assurances. Each Party shall execute and deliver any necessary documents and instruments, and take any additional actions as may be reasonably required, to carry out the purposes of this Agreement.

21. No Third Party Beneficiaries. This Agreement does not create any right or interest in any non-Party, or in any member of the general public, or other governmental entity as a third party beneficiary, and the intent and effect of this Agreement is not to create any other private right of action or enforcement in any person not an express Party to this Agreement.

22. Severance. If any part of this Agreement is invalidated, set aside, modified or disapproved as a result of a judicial or administrative ruling or determination, the remainder of the Agreement shall remain in full force and effect, and the Parties shall fulfill their obligations under this Agreement consistent with the remainder of this Agreement.

23. Successors and Assigns. This Agreement will be binding on and inure to the benefit of the Parties' respective successors and assigns. No Party may assign its interests in, or obligations under, this Agreement without the written consent of the other Party, which consent may be

withheld at the sole discretion of either Party. No attempted assignment will be valid for any purpose unless approved by the other Party at its sole and absolute discretion.

24. Waivers. Waiver of any breach or default under this Agreement will not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement, and forbearance to enforce one or more of the remedies provided in this Agreement will not be deemed a waiver of that remedy.

25. Delegation to the Chief Engineer. The District's Chief Engineer is authorized to take all actions on behalf of the District in connection with any approvals, consents, or actions required of or by the District under this Agreement, including modifying the agreement duration or amendments thereto.

26. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original.

CITY OF CARSON

By: _____
Lula Davis-Holmes, Mayor

ATTEST:

Joy Simarago, Deputy City Clerk

APPROVED AS TO FORM:
Aleshire & Wynder, LLP

By: _____
Sunny K. Soltani, City Attorney
[rjl]

**COUNTY SANITATION DISTRICT
NO. 2 OF LOS ANGELES COUNTY**

By: _____
Chairperson

ATTEST:

Secretary to the Board

APPROVED AS TO FORM:
Lewis Brisbois Bisgaard & Smith, LLP

By: _____
District Counsel

Exhibit 1
Cooperative Implementation Agreement
between the City and Caltrans

COOPERATIVE IMPLEMENTATION AGREEMENT

THIS AGREEMENT, ENTERED INTO EFFECTIVE ON June 08, 2016, is between the State of California acting by and through its Department of Transportation, referred to herein as CALTRANS and the CITY OF CARSON, a body politic and a municipal corporation (chartered City) of the State of California, referred to herein as "AGENCY". CALTRANS and AGENCY are together referred to as PARTIES.

RECITALS

1. CALTRANS and AGENCY, pursuant to California Streets and Highways Code (SHC) Sections 114 and 130, are authorized to enter into a Cooperative Agreement for improvements to the State Highway System (SHS) as a watershed stakeholder within AGENCY's jurisdiction.
2. As per Attachment IV of the Caltrans National Pollutant Discharge Elimination Permit Order 2012-0011-DQW (NPDES Permit), Section I.A, CALTRANS and AGENCY are to collaboratively implement the NPDES Permit requirements as they have been identified as stakeholders in the Total Maximum Daily Load (TMDL) for the CARSON WATER CAPTURE FACILITY (hereinafter referred to as "Water Capture Facility"). CALTRANS has agreed to contribute an amount not to exceed THIRTEEN MILLION (in English) Dollars (\$13,000,000) to AGENCY for AGENCY to construct the Water Capture Facility, within the regional area under the jurisdiction of AGENCY to comply with the TMDL. The NPDES Permit (including Attachment IV) is located at: http://www.waterboards.ca.gov/water_issues/programs/stormwater/caltrans.shtm
3. AGENCY has agreed to implement Water Capture Facility Project (hereinafter referred to as the "PROJECT") subject to the terms and conditions of this Agreement including all attached hereto that are incorporated herein and made a part of this Agreement (collectively referred to as the "AGREEMENT").
4. AGENCY will be responsible for all management, maintenance and operations, including costs of the constructed Water Capture Facility.
5. CALTRANS will be credited with one (1) Compliance Unit (CU) for each Eighty Eight Thousand Dollars (\$88,000) paid to AGENCY. A compliance unit is defined as one (1) acre of CALTRANS's Right-of-Way (ROW) from which the runoff is retained, treated, and/or otherwise controlled prior to discharge to the relevant reach. The financial equivalent as submitted by CALTRANS is One Hundred Seventy Six Thousand Dollars (\$176,000) per CU. The State Water Resources Control Board ("State Water Board") is encouraging collaborative efforts and Cooperative Implementation Agreements, and uses a 50% discount for CU in dollars contributed to the Cooperative Implementation. This sets the CU equivalent at Eighty Eight Thousand Dollars (\$88,000).
6. Cooperative Implementation has the following advantages: (i) allows for retrofit projects off the ROW, at locations that may otherwise have space, access, or safety limitations within the ROW; (ii) provides for the involvement of local watershed partners who have an interest and expertise in the best way to protect, manage, and enhance water quality in the watershed; (iii) allows for implementation of Best Management Practices (BMPs)

and other creative solutions not typically available to CALTRANS; (iv) allows for larger watershed-scale projects; and (v) leverages resources from other entities.

7. All services performed by AGENCY pursuant to this AGREEMENT are intended to be performed in accordance with all applicable Federal, State and AGENCY laws, ordinances, regulations, and CALTRANS published manuals, policies, and procedures. In case of conflict between Federal, State and AGENCY laws, ordinances, or regulations, the order of precedence applicability of these laws shall be Federal, State and then AGENCY laws and regulations, respectively.

8. Project funding is as follows:

<u>FUND TITLE</u>	<u>FUND SOURCE</u>	<u>DOLLAR AMOUNT</u>
SHA	State of California	\$13,000,000

SECTION I

All sections of this agreement including the recitals are enforceable.

1. AGENCY has agreed to implement PROJECT in accordance with Attachment II-SCOPE SUMMARY. The SCOPE SUMMARY that is attached to and made a part of this AGREEMENT defines in detail the PROJECT's scope of work, description, timeline, location and budget.
2. AGENCY will be responsible for all management, maintenance and operations, including costs of the constructed Water Capture Facility.
3. AGENCY will develop and construct the Water Capture Facility in accordance with the applicable laws, policies, practices, procedures and standards. This applies to all procurements, including land acquisitions, licenses and permits.
4. AGENCY shall prepare initial engineering and geotechnical assessments, and detailed design as well as acquire environmental reviews and Right-of-Way need for the PROJECT. This work is the AGENCY equivalent to Caltrans process of Project Initiation Document (PID), Project Approval & Environmental Document (PA & ED) and Plans, Specification and Estimate (PS&E). AGENCY will pay for coordinate, prepare, obtain, implement, renew, and amend all any permits needed to complete the PROJECT. AGENCY will prepare CEQA environmental documentation to meet CEQA requirements.
5. AGENCY will advertise, open bids, award, and approve the construction contract in accordance with the California Public Contract Code and the California Labor Code and will be responsible for the administration, acceptance, and final documentation of the construction contract.
6. AGENCY shall be reimbursed for actual costs not exceeding the amount provided in the AGREEMENT herein
7. CALTRANS shall have the right to inspect the work to be performed hereunder at any time during its progress and to make final inspection upon completion thereof. Failure of CALTRANS to object within 30 days after final inspection shall indicate satisfactory performance of the AGREEMENT by AGENCY.
8. The total amount reimbursable to AGENCY pursuant to this AGREEMENT by CALTRANS shall not exceed \$13,000,000 ("Contract Sum"). Costs incurred by AGENCY for PROJECT work under this AGREEMENT in excess of the Contract Sum will be borne by AGENCY. It is understood and agreed that this AGREEMENT fund limit is an estimate and that CALTRANS will only reimburse the cost of services actually rendered as authorized by the CALTRANS Contract Manager or designee at or below the fund limitation amount set forth in this AGREEMENT and in accordance with the Budget included in Attachment II.
9. All administrative draft and administrative final reports, studies, materials, and documentation relied upon, produced, created or utilized for PROJECT will be held in confidence to the extent permitted by law, and where applicable, the provisions of California Government Code section 6254.5(e) shall govern the disclosure of such

documents in the event said documents are shared between the Parties. Parties will not distribute, release, or share said documents with anyone without prior written consent of the party authorized to release said documents except: (i) to employees, agents, and consultants who require access to complete the work described herein this Agreement; or(ii) release is required or authorized by law.

10. HM-1 is defined as hazardous material (including but not limited to hazardous waste) that requires removal and disposal pursuant to Federal or State law, whether it is disturbed by PROJECT or not. HM-2 is defined as hazardous material (including but not limited to hazardous waste) that may require removal and disposal pursuant to Federal or State law, only if disturbed by PROJECT.
 11. CALTRANS independent of PROJECT costs, is responsible for any HM-1 found within existing CALTRANS Right-of-Way (ROW). CALTRANS will undertake HM-1 management activities with minimum impact to PROJECT schedule and will pay all costs associated with HM-1 management activities.
 12. CALTRANS has no responsibility for management activities or costs associated with HM-1 found outside the CALTRANS existing ROW. AGENCY, independent of PROJECT costs, is responsible for any HM-1 found within PROJECT limits outside existing CALTRANS ROW, and will pay, or cause to be paid, all costs associated with HM-1 management activities. AGENCY will undertake, or cause to be undertaken, HM-1 management activities with minimum impact to PROJECT schedule.
 13. If HM-2 is found within the limits of PROJECT, the AGENCY responsible for advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM-2 management activities. Any management activity cost associated with HM-2 is a PROJECT construction cost.
 14. This AGREEMENT may only be amended or modified by mutual written agreement of the parties.
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SECTION II – GENERAL PROVISIONS.

1. TERMINATION

- A. This AGREEMENT may be terminated by PARTIES upon mutual written agreement. In the event of a termination CALTRANS will reimburse AGENCY all allowable, authorized, and non-cancelable obligations and prior costs incurred by AGENCY.
- B. CALTRANS reserves the right to terminate this agreement before the AGENCY awards the construction contract or begins to do project work. CALTRANS will reimburse AGENCY reasonable, allowable, authorized and non-cancelled costs up to the date of termination that are attributable to the PROJECT.
- C. This Agreement will terminate upon completion of PROJECT that all parties have met all scope, cost, and schedule commitments included in this agreement and have signed a closure statement, which is a document signed by the parties that verifies the completion of PROJECT, except for all indemnification, document retention, audit, claims, environmental commitment, legal challenge, hazardous material, operation, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement.
- D. AGENCY has sixty (60) days after the effective date of AGREEMENT termination, or such other time agreed upon in writing by PARTIES, to submit invoices to CALTRANS to make final allowable payments for Project costs in accordance to the terms of this AGREEMENT. Failure to submit invoices within this period may result in a waiver by AGENCY of its right to reimbursement of expended costs.

2. BUDGET CONTINGENCY CLAUSE

All OBLIGATIONS of CALTRANS under the terms of this Agreement are subject to the appropriation of resources by the Legislature, the State Budget Act authority. It is mutually agreed that if the State Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended if possible to reflect any reduction in funds, but nothing herein obligates parties to provide additional funding or proceed if sufficient funding is unavailable

3. ALLOWABLE COST, PAYMENTS AND INVOICING

- A. The method of payment for this Agreement will be based on actual allowable costs. CALTRANS will reimburse AGENCY for expended actual allowable direct costs and indirect costs, including, but not limited to labor costs, employee benefits, travel (overhead is reimbursable only if the Agency has an approved indirect costs allocation plan) and contracted consultant services costs incurred by AGENCY in performance of the PROJECT work, not to exceed the cost of the Contract Sum.
- B. Reimbursement of AGENCY expenditures will be authorized only for those allowable costs actually incurred by AGENCY in the performance of the PROJECT WORK. AGENCY must not only have incurred the expenditures on or after the Effective Date of this AGREEMENT and before the Termination Date, but must have also paid for those costs to claim any reimbursement.

- C. Travel, per diem, and third-party contract reimbursements are an OBLIGATIONS COST only after those hired by AGENCY to participate in OBLIGATIONS incur and pay those costs. Payments for travel and per diem will not exceed the rates paid rank and file state employees under current California Department of Human Resources rules current at the effective date of this Agreement.
- D. CALTRANS will reimburse AGENCY for all allowable PROJECT costs no more frequently and no later than monthly in arrears and as promptly as CALTRANS fiscal procedures permit upon receipt of itemized signed invoices. Invoices shall reference this AGREEMENT Number and shall be signed and submitted to the Contract Manager at the following address:

California Department of Transportation
Division of Environmental Analysis - Stormwater Program
Attention: Constantine Kontaxis, MS 27
P.O. Box 942874
CA, 94271-0001

- E. Invoices shall include the following information:

- 1) Invoice Cover Sheet The invoice cover sheet summarizes the previous, current and total amounts billed for the agreement. Details included on the cover sheet are:
 - a. Invoice Date
 - b. Contract Number
 - c. Invoice Number
 - d. Billing period (performance period), specified with beginning and ending dates. Best towards top of page.
 - e. Brief description of the work performed
 - f. Summary of total dollar amount billed to date
 - i. Previous month invoice balance
 - ii. Amount billed this month
 - iii. Total amount billed including current invoice amount
 - g. Total amount due
 - h. Summary of charges
 - i. Agency (city) Labor Costs
 - ii. Sub-Vendor Labor Costs (consultant)
 - iii. Sub-Vendor Direct Costs (materials, equipment, miscellaneous itemized costs)
 - iv. Other Direct Costs
 - i. Discounts (if applicable)
 - j. Remittance information including name and address
 - k. Agency Contract Manager's name, address and phone number
 - l. Agency Contract Manager's signature and signature block
 - m. Caltrans Contract Manager's name and address

n. Caltrans Contract Manager's signature block (optional)

2) Invoice and Supports

All invoice charges must match the rates on the contract cost proposal and personnel request. (Changes in billing rates must be approved BEFORE billing.) The Caltrans' Contract Manager needs an invoice with sufficient detail to verify the charges are allowable under the agreement with sufficient support to allow them to verify charges. Supporting documentation, such as receipts, is required for all costs included on the invoice that are not for hourly or sub-contract labor.

Agency labor charges need to show person's name, hours worked, billing rate and brief description of work performed. Supporting documents (timesheet or payroll report) need to be provided. These documents need to include:

- a. Name (first and last)
- b. Hours charged
- c. Brief description -- identify the work is for the project funded by the Cooperative Implementation Agreement
- d. Month, day and year of the charges
- e. Worker and supervisor's signatures (Exceptions can be made for electronic timesheets.) All overtime must be approved in advance by the Caltrans Contract Manager

Direct costs (such as material costs, vehicle rental) are reimbursable. These costs need to be verified, therefore, a copy of the receipt, paid purchase order or other documentation that shows the items and cost needs to be attached to the invoice.

Agency personnel travel costs may be reimbursed according to the Consultant and Contractor travel guidelines located on the Caltrans' website at: <http://www.dot.ca.gov/hq/asc/travel/ch12/1consultant.htm>. Attached is the Travel Expense Claim (TEC) form.

Subcontractor costs are reimbursed after providing a copy of the paid invoice. This invoice needs to show the AGENCY contract manager reviewed and approved the payment. Caltrans requires its vendors to submit proof of costs incurred, such as timesheet or payroll records, travel reimbursement form (that includes the reason and dates for travel) with receipts, receipts for materials, lab services or other items) and assumes the agency has similar requirements that are documented.

3) Progress Reports

Each invoice needs to be accompanied by a Progress Report for the billing period. This report includes:

- a. Work performed during the billing period (can be in a bullet format)

- b. Contract progress estimate -- percentage of work completed (not dollar based)
- c. Work anticipate during the next billing cycle (can be in a bullet format)
- d. Total amount spent during the billing period (agency personnel, agency direct costs, subcontractor costs and total)
- e. Total amount spent to date (agency, subcontractor, total)
- f. Percentage of Caltrans Interagency Agreement (CIA) funds used to date.
[Total (agency and subcontractor)/CIA not to exceed amount]]

4. **COST PRINCIPLES**

- A. If PARTIES fund any part of OBLIGATIONS with state or federal funds, each PARTY will comply, and will ensure that any sub-recipient, contractor or subcontract hired to participate in OBLIGATIONS will comply with the federal cost principles of 2 CFR, Part 225, and administrative requirements outlined in 49 CFR, Part 18. These principles and requirements apply to all funding types included in this Agreement.
- B. Any Project costs for which AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, and/or Part 48, Chapter 1, Part 31, are subject to repayment by AGENCY to CALTRANS. Should AGENCY fail to reimburse moneys due CALTRANS within thirty (30) days of discovery or demand, or within such other period as may be agreed in writing between the parties hereto, CALTRANS is authorized to intercept and withhold future payments due AGENCY from CALTRANS.
- C. PARTIES will maintain and make available to each other all PROJECT related documents, including financial data, during the term of this AGREEMENT. PARTIES will retain all PROJECT-related records for three (3) years after the final voucher.

5. **MUTUAL INDEMNIFICATION**

Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by AGENCY, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon AGENCY under this Agreement. It is understood and agreed that AGENCY, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by AGENCY, its contractors, sub-contractors, and/or its agents under this Agreement.

6. **RETENTION OF RECORDS/AUDITS**

- A. AGENCY, its contractors, subcontractors and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred PROJECT costs. The accounting system of AGENCY, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of

completion, and provide support for reimbursement payment vouchers or invoices. All books, documents, papers, accounting records and other supporting papers and evidence of performance under this AGREEMENT of AGENCY, its contractors, subcontractors and sub-recipients connected with PROJECT performance under this AGREEMENT shall be maintained for a minimum of three (3) years from the date of final payment to AGENCY and shall be held open to inspection, copying, and audit by representatives of CALTRANS, the California State Auditor, and auditors representing the federal government during business hours with appropriate notice. Copies thereof will be furnished by AGENCY, its contractors, its subcontractors and sub-recipients upon receipt of any request made by CALTRANS or its agents. In conducting an audit of the costs and under this AGREEMENT, CALTRANS will rely to the maximum extent possible on any prior audit of AGENCY pursuant to the provisions of State and AGENCY law. In the absence of such an audit, any acceptable audit work performed by AGENCY's external and internal auditors may be relied upon and used by CALTRANS when planning and conducting additional audits.

- B. AGENCY, its sub-recipients, contractors, and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other AGENCY of the State of California designated by CALTRANS, for the purpose of any investigation to ascertain compliance with this AGREEMENT.
- C. This AGREEMENT be subject to a pre-award audit prior to execution of the AGREEMENT to ensure AGENCY has an adequate financial management system in place to accumulate and segregate reasonable, allowable and allocable costs.
- D. CALTRANS, the state auditor, Federal Government, (if the PROJECT utilizes federal funds), will have access to all PROJECT-related records and any party hired by AGENCY to participate in PROJECT, for audit, examination, excerpt, or transcription.
- E. The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation.
- F. Upon completion of the final audit, AGENCY has thirty (30) calendar days to refund or invoice as necessary in order to satisfy the obligation of the audit.

7. DISPUTES

- A. PARTIES will first attempt to resolve Agreement disputes at the PROJECT team level. If they cannot resolve the dispute themselves, the CALTRANS Chief Environmental Engineer and the executive officer of AGENCY will attempt to negotiate a resolution.
- B. If PARTIES do not reach a resolution, AGENCY' legal counsel will initiate mediation. PARTIESS agree to participate in mediation in good faith and will share equally in its costs.

- C. Neither the dispute nor the mediation process relieves PARTIES from full and timely performance of OBLIGATIONS in accordance with the terms of this Agreement. However, if either PARTY stops fulfilling OBLIGATIONS, the other PARTY may seek equitable relief to ensure that OBLIGATIONS continue.
- D. Except for equitable relief, no PARTY may file a civil complaint until after mediation, or 45 calendar days after filing the written mediation request, whichever occurs first.
- E. PARTIES will file any civil complaints in the Superior Court of the county in which the CALTRANS district office signatory to this Agreement resides or in the Superior Court of the county in which the PROJECT is physically located. The prevailing PARTY will be entitled to an award of all costs, fees, and expenses, including reasonable attorney fees as a result of litigating a dispute under this Agreement or to enforce the provisions of this article including equitable relief.
- F. Additional Dispute Remedies. PARTIES maintain the ability to unanimously pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

8. **RELATIONSHIP OF PARTIES**

It is expressly understood that this AGREEMENT is an agreement executed by and between two independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

9. **NOTIFICATION OF PARTIES**

- A. AGENCY Project Manager name, title and phone number
- B. CALTRANS's Contract Manager name, title and phone number
- C. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and received by the parties at their respective addresses:

City of Carson
Maria Slaughter – Director of Public Works
701 E Carson St.
PO Box 6234
Carson, CA 90745

California Department of Transportation
043/Environmental
Attention: Constantine N. Kontaxis
1120 N. St. MS 27
Sacramento, CA 95814
Mail to: P.O. Box 942874, 92427

SECTION III - ATTACHMENTS

The following attachments are incorporated into and are made a part of this AGREEMENT by this reference and attachment.

- I. AGENCY Resolution, Certification of Approval, order, motion, ordinance or other similar document from the local governing body authorizing execution of the agreement
- II. Scope of Work, Description, Timeline, Location and Budget

SECTION IV- SIGNATURES

Signatories may execute this AGREEMENT through individual signature pages provided that each signature is an original. This AGREEMENT is not fully executed until all original signatures are attached. PARTIES are empowered by California Streets and Highways Code (SHC) sections 114 and 130 to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and covenant to have followed all the necessary legal requirements to validly execute this AGREEMENT.

AGENCY

By: 

Albert Robles, Chairman

ATTEST:

By: 

Donesia L. Gause, CMC
Agency Secretary

APPROVED AS TO FORM:

Aelshire & Wynder, LLP

By: 

for Chris F. Neumeier
Sunny K. Soltani, Agency Counsel
(Asst Agency Counsel)

DEPARTMENT TRANSPORTATION

Signature 

Date 6-20-16

Print Name Constantine W. Kontak Title Welding Manager

ATTACHMENT II – SCOPE SUMMARY

Carson Water Capture Project

Description and Scope of Work

The City of Carson is now a member of the Dominguez Channel Watershed Management Area Group. An Addendum to Enhanced Watershed Management Program for the Dominguez Channel Watershed Management Area Group to incorporate Carson was approved by the Los Angeles Regional Water Quality Control Board (Los Angeles Regional Water Board, or Regional Board) on April 21, 2016. This Addendum includes the portions of Carson that discharge directly to Machado Lake (560.8 acres) and indirectly to Machado Lake through the Wilmington Drain (657.7 acres). The Basin Plan defines the beneficial use of Machado Lake as Warm Freshwater Habitat (WARM), Wildlife Habitat (WILD), Wetlands Habitat (WET), Water Contact Recreation (REC1), and Non-Contact Water Recreation (REC2). Beneficial uses for Wilmington Drain are not specifically defined in the Basin Plan. However, based on the tributary rule, they are assumed to be the same as Machado Lake. Three TMDLs have been adopted for Machado Lake: a Trash TMDL, a Nutrient TMDL, and a Pesticides and PCBs TMDL. The City of Carson is subject to all three TMDLs. The Reasonable Assurance Analysis (RAA) prepared for the Enhanced Watershed Management Program for the Dominguez Channel Watershed Management Area Group, which includes the Machado Lake Watershed, indicates that the limiting pollutant for the Wilmington Drain is nutrients.

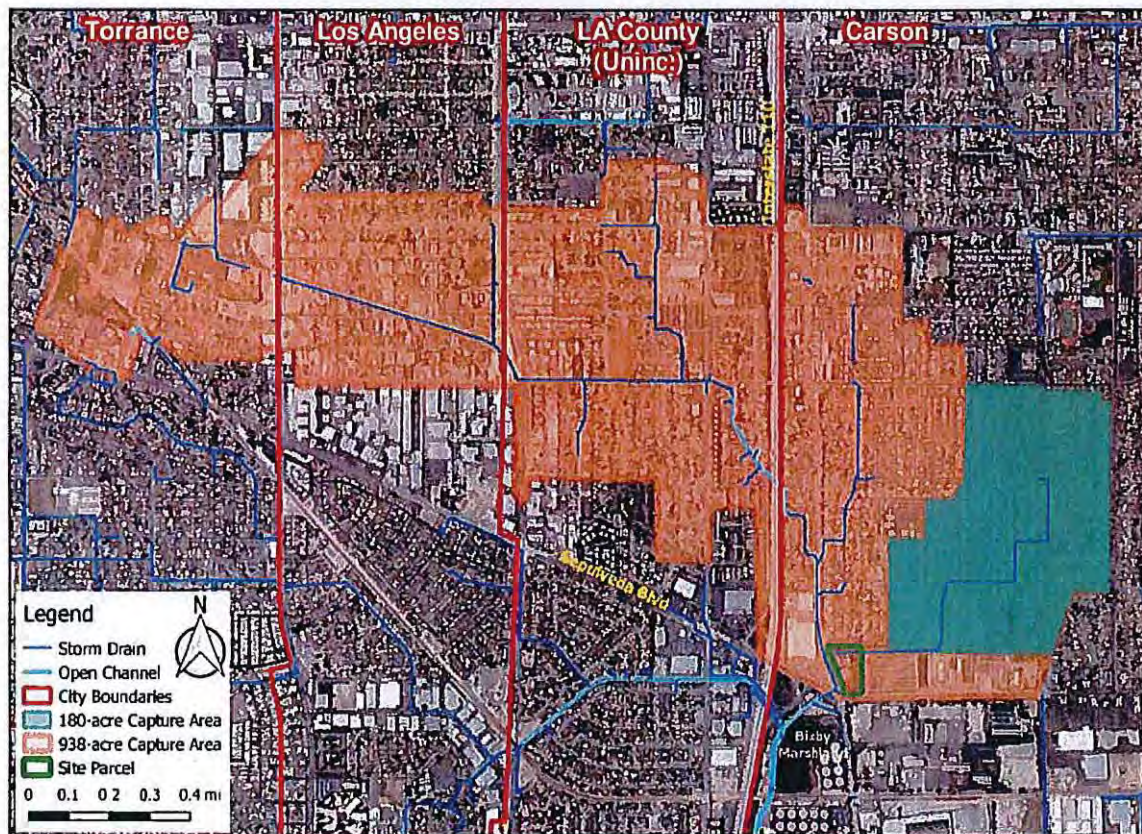
The Watershed Management Area Group has decided to address water quality impairments through a combination of institutional BMPs, low impact development, green streets, and regional BMPs. One of the regional BMPs in the Addendum to Enhanced Watershed Program for the Dominguez Channel Watershed Management Area Group that incorporated Carson is Carriage Crest Park. It was identified as a high priority site for a regional stormwater capture project due to its proximity to two large storm drains with a total drainage area of 1,118 acres. This area discharges to Machado Lake via the Wilmington Drain. The original concept for this project was to capture all dry-weather runoff and the 85th percentile, 24-hour runoff event from a 180-acre drainage area entirely within the City of Carson, as well as all dry-weather flows from a 938-acre drainage area that includes acreage in the City of Carson, the City of Los Angeles, the City of Torrance, and unincorporated Los Angeles County. This concept would require two separate diversion structures. An alternative design that would use a single diversion structure that would capture discharges from both the 180-acre and the 938-acre drainage areas, and maximize the total runoff captured from the combined drainage area, has been proposed and discussed with Regional Water Board staff.

The original concept for this project was to capture water in an off-line cistern below the ball field at Carriage Crest Park and to infiltrate the captured water into a perched aquifer. Preliminary investigation indicated that infiltration may not be a viable option. An alternative and preferable plan is now under development. Rather than attempting to infiltrate the captured water, the water will either be treated for irrigation uses on the park or be transferred to the nearby Joint Water Pollution Control Plant (JWPCP) where it would receive primary and secondary treatment and be available for a proposed advanced treatment facility to be operated by the Metropolitan Water District. The water produced by the Metropolitan Water District would augment drinking water supplies through recharge of groundwater basins in Los Angeles and Orange Counties.

The Carriage Crest project will initially involve an evaluation of how to best achieve the objective of capturing the most runoff using the space and budget available. A cost-benefit analysis of treating the water on-site versus sending the water to the JWPCP will be performed.

The Carriage Crest Park site (see Figure 1) would capture discharges from approximately 1,118 acres of the Wilmington Drain subwatershed of the Machado Lake Watershed. A water capture facility at this site could greatly assist Caltrans and the municipalities to come into compliance with the applicable TMDLs by reducing the transport of pollutants downstream to Machado Lake. A water capture facility at this site with a capacity of 11-13 acre-feet would capture wet-weather discharges equivalent to a site of approximately 232-275 acres.

Figure 1. Carriage Crest Project Capture Area



Site Information	
Land Owner	City of Carson
Street Address	23800 Figueroa St, Carson, CA 90745
Latitude/Longitude	33° 48' 32.2" N / 118° 17' 5.1" W
Assessor's Identification Number (AIN)	7330007905
Watershed Management Area	Dominguez Channel Watershed
Receiving Water	Wilmington Drain/Machado Lake

The project involves initial engineering and geotechnical assessments, detailed design, environmental compliance, permitting, construction of a diversion structure and piping, construction of a pre-treatment facility, excavation and construction of a high void underground storage/infiltration

chamber, disposal of excavated soil, and reconstruction of disturbed portions of the site. In addition, the project includes development and approval of a Memorandum of Understanding for the long-term management, operation, and maintenance of the constructed water capture facility.

The City of Carson will enter into a Cooperative Implementation Agreement with Caltrans and Carson will enter into an agreement with the Los Angeles County Sanitation Districts (LACSD) to manage the project, conduct engineering and geotechnical investigations, and assist with environmental clearance, permitting, design, and construction management. City staff assigned to manage the project will charge hours to the project in accordance with the Caltrans requirements under this agreement.

Cost Estimate

A planning-level cost estimate is presented for a water capture facility serving the portion of the Wilmington Drain subwatershed that is tributary to Carriage Crest Park. During the preliminary concept phase, it is difficult to produce a precise cost estimate because the specific details pertaining to the project have not been determined; therefore, the costs are presented as preliminary estimates. The cost estimates consider the costs associated with planning, design, permits, an environmental assessment, construction, construction administration, contingency, and mobilization. Land acquisition costs may be of importance for other projects, but are not considered in the cost estimates presented because the site is on publically controlled land. The following generally accepted costs were used for cost estimates presented:

- Project Management – 5.5% of construction cost
- Preliminary Engineering Study – 7.5% of construction cost
- Environmental Documents – 2% of construction cost
- Plans, Specifications, & Estimate– 10% of construction cost
- Permitting – 2.5% of construction cost
- Construction Administration and Inspection – 6% of construction cost
- Contingency – 15% of construction cost

The cost estimate will be subject to adjustment as more information becomes available during the course of the preliminary design report and additional project concept details are developed.

Preliminary Budget

These preliminary costs will be adjusted after the Project Approval & Environmental Documents and additional project concept details are developed.

• Project Management	\$478,000
• Preliminary Engineering Study	\$652,000
• Environmental Documents	\$174,000
• Plans, Specifications, & Estimate	\$869,000
• Permitting	\$217,000
• Construction Administration	\$521,000
• Construction	\$8,691,000
• Contingency	<u>\$1,304,000</u>
	\$12,906,000

The construction costs are based on the following cost estimates for the major construction components:

Mobilization/Demobilization	\$253,000
Diversion and Pretreatment	\$444,000
Pump Station and Conveyance	\$1,181,000
Storage/Infiltration Chamber	\$5,812,000
Electrical Service, Controls, Instrumentation	\$258,000
Athletic Field Restoration	\$223,000
Water Treatment System	<u>\$520,000</u>
	\$8,691,000

Preliminary Timeline

These dates are subject to refinement as the project gets underway. The complete construction dates will be dependent on receipt of the balance of the project funding from Caltrans.

Approve Agreement with LACSD	08/02/16
Prepare Preliminary Engineering Design Report (10%)	09/01/16 – 12/01/16
Commence CEQA Process	11/07/16
Council Approval for Preparation of the Construction Drawings	12/06/16
Construction Drawings – 30% Milestone	02/09/17
Construction Drawings – 60% Milestone	04/13/17
Complete CEQA Process	05/15/17
Construction Drawings – 90% Milestone	06/15/17
Construction Drawings – 100% Complete	07/13/17
Advertise for Bids	07/19/17
Award Construction Contract	09/19/17
Commence Construction (22 months)	10/19/17
*Deadline to Bill Caltrans for FY15-16 Funding Allocation	04/30/18
*Deadline to Bill Caltrans for FY16-17 funding allocation	04/30/19
Complete Construction	08/30/19
*Deadline to Bill Caltrans for FY17-18 funding allocation	04/30/20

**City may request adjustments to the schedule line items except for the deadlines to expend Caltrans funding allocations.*

Exhibit 2
Stormwater Project Services Agreement between the City and Los Angeles County
Sanitation District No. 2

STORMWATER PROJECT SERVICES AGREEMENT
(Carriage Crest Park)

This Stormwater Project Services Agreement ("**Agreement**") is entered into as of July 19, 2016 ("**Contract Date**") and is between County Sanitation District No. 2 of Los Angeles County ("**District**") and the City of Carson ("**City**"). The District and the City are referred to collectively as "**Parties**" or each separately as a "**Party**."

- A. The District is organized and exists pursuant to the County Sanitation District Act, California Health and Safety Code Section 4700 *et seq.* The District is the administrative district for the County Sanitation Districts of Los Angeles County ("**Districts**"), including County Sanitation District No. 8 of Los Angeles County, the District in which the project is located. Senate Bill 485 ("**SB 485**"), effective January 1, 2016, and codified as Health and Safety Code Section 4730.68, authorizes the Districts to provide stormwater services.
- B. The Districts' stormwater services powers will become effective upon the recordation of Certificate of Compliance by the Los Angeles Local Agency Formation Commission ("**LAFCO**"). The Districts do not have an independent source of revenue to devote to stormwater projects, and any District work on stormwater projects must be funded by the requesting parties.
- C. The City is a municipal corporation that is required to manage stormwater within its boundaries. The City desires to construct a stormwater infiltration or diversion project at and underneath Carriage Crest Park ("**Project**"). The City has requested that the District provide certain services in connection with the Project.
- D. The City has entered into a *Cooperative Implementation Agreement* with the State of California, Department of Transportation ("**Caltrans**") for the implementation of the Project ("**Caltrans Agreement**"), attached as Exhibit 1. Under the Caltrans Agreement, Caltrans will contribute up to \$13 million to the City for the Project.
- E. The Parties intend by this Agreement for the District to provide or oversee design, environmental review, and permitting support for the Project. The District may also provide or oversee construction management services to the City for the Project. The Parties intend that all work performed under this Agreement will be paid for by the City, which will apply for reimbursement under the Caltrans Agreement.

Therefore, the Parties agree as follows:

1. Required Consultations. SB 485 requires consultations with the Watermaster, the Water Replenishment District, and the Los Angeles County Flood Control District prior to initiating a stormwater or dry weather runoff project. The City shall lead these consultations as the project proponent, with participation from the District. This Agreement will become effective only upon the latter of (1) the City's notice to the District of the date that these consultations have been completed, and (2) the recordation of the LAFCO Certificate of Compliance ("**Effective Date**").

2. Scope of Services. The District shall, on a time and materials basis, assist the City, at City's direction, in designing, permitting, and constructing a stormwater project at and underneath

Carriage Crest Park in the City of Carson. The District shall perform the following services for the City in connection with the Project:

2.1 Project Management. The District shall assist the City in further defining the scope of the project identified in the CalTrans Agreement, coordinating with City staff and the planning consultant retained by the City, retaining consultants (as necessary) to complete the work described in Sections 2.2 through 2.6, and preparing invoices and progress reports in a format that supports the City's reporting to Caltrans.

2.2 Preliminary Engineering Study. The District shall hire and manage the work of consultants preparing the preliminary engineering study for the Project, including conducting the geotechnical investigation, site survey, hydrology and hydrology analysis, design alternatives and controls assessment, and preparing the 10% design plans.

2.3 Environmental Documentation. The District shall prepare environmental documents in compliance with the California Environmental Quality Act ("CEQA") for the City's review and action. The preliminary budget for the Project identified in Exhibit 1 assumes the preparation of a Mitigated Negative Declaration. If an Environmental Impact Report becomes necessary, additional funding would need to be allocated and approved by the City as a change to the Project's budget.

2.4 Permits. The District shall identify or cause its consultants to identify permits necessary for construction and operation of the Project. The District, in consultation with the City, shall complete and submit permit applications to the appropriate authorities.

2.5 Design. The District shall hire, direct, and oversee the work of consultants to prepare 30%, 60%, 90% and final design of the Project (each a "design milestone"). The final design package will include 100% design plans, specifications, and a construction cost estimate. The District will notify the City of any proposed consultants and the City may, within 5 calendar days after notice, veto a particular consultant, providing District with reasons therefor in writing. The City shall not unreasonably veto a consultant. District will submit each design milestone to the City for approval, which the City shall provide within 14 calendar days after submittal and will not be unreasonably withheld. Failure by the City to timely respond will be deemed approval.

2.6 Construction Management. The District shall hire, direct, and oversee the work of consultants to provide construction management services to the City for the Project. The District will notify the City of any proposed consultants and the City may, within 5 calendar days after notice, veto a particular consultant, providing District with reasons therefor in writing. The City shall not unreasonably veto a consultant. Failure by the City to timely respond will be deemed approval.

3. Compliance with Caltrans Agreement. The District shall comply with all terms of the Caltrans Agreement to the extent those terms are binding on agents of the City.

4. Deposit and Payment. The City shall pay the District on a time-and-materials basis, not to exceed \$2,851,000 without further authorization from the City of Carson. The City shall deposit with the District an initial payment of \$250,000 to be used toward any allowable costs of the Project.

5. Costs. Costs to be incurred by the District under this Agreement may include any of the following:

5.1 District staff costs, based on the Schedule of Fees provided in Exhibit 2 and subject to annual adjustment consistent with the District's salary and cost increases. Staff charges incurred after the effective date of the Caltrans Agreement and prior to the Effective Date of this Agreement are reimbursable under this Agreement.

5.2 Materials costs, including copying and mileage.

5.3 Consultant and legal fees, on a pass-through basis.

5.4 Any other costs incurred by the District directly related to the Project.

6. Payment Terms. The City shall pay the District within 45 calendar days after invoice. The City's duty to pay the District is not contingent upon reimbursement from Caltrans. The City shall be solely liable for all charges incurred by the District for the Project. Interest will accrue beginning 60 calendar days after the date of the invoice at the rate of 10% per annum, but will not begin to accrue if the invoice is in dispute, pursuant to Section 7.1 below. The District may immediately terminate this Agreement for cause if any invoice remains unpaid after 90 calendar days.

7. Invoices. The District shall furnish to City an original invoice for all work performed and expenses incurred during each calendar month in a form approved by City's Director of Finance. The invoice will reflect the deposit balance, any payments made by the City, all charges related to the Project, the ending balance for the period, and an amount due for replenishment of the deposit. By submitting an invoice for payment under this Agreement, the District is certifying compliance with all provisions of the Agreement. The invoice must detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and consultant contracts. Consultant charges must also be detailed by such categories.

7.1 Disputes. City shall independently review each invoice submitted by the District to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event any charges or expenses are disputed by City, the original invoice will be returned by City to the District within 10 calendar days for correction and resubmission. Review and payment by City for any invoice provided by the District shall not constitute a waiver of any rights or remedies provided herein or any applicable law. Dispute over any invoice will not affect submission and payment of prior or subsequent invoices that are not in dispute.

7.2 Return of Deposit. Upon termination of this Agreement or completion of the Project, whichever comes first, the District shall prepare a final invoice. The District will, upon the City's approval of the final invoice, refund to the City the balance of the deposit after deduction for any outstanding amounts due to the District under this Agreement.

8. CEQA Compliance. For the purpose of CEQA compliance, the City will be the Lead Agency for the Project. The City will indemnify, defend, and hold harmless the District for all

claims, losses, actions, and lawsuits arising out of or relating to any CEQA documents or CEQA compliance related to the Project.

9. Project Approval/Ownership. The Project is and will be owned by the City. The City shall be responsible for approving the plans and specifications, and for advertising, bidding, and awarding the construction contract for the Project. The District will not own the Project at any time.

10. Delegation of Agency/Authority to District. The City hereby delegates to the District the authority to sign all permit applications related to and necessary for the Project.

11. Indemnity, Performance Warranty, and Limitation of Liability.

11.1 Mutual Indemnity. The District shall indemnify, defend, and hold harmless the City and its elected and appointed officers, employees, and agents from and against all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with the District's acts and/or omissions arising from the District's performance pursuant to this Agreement. Such indemnification will not cover any claim due to the sole negligence or willful misconduct of the City. The duty of the District to indemnify the City will cease as to each phase or milestone of the Project once such phase or milestone has been delivered to and accepted by the City.

The City shall indemnify, defend and hold harmless the District and its elected and appointed officers, employees, and agents from and against all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from this Agreement or the Project following acceptance by the City of the Project or any phase or milestone thereof. Such indemnification will not cover any claim due to the sole negligence or willful misconduct of the District.

11.2 Warranty and Limitation of Liability. The District warrants that all services will be provided in accordance with industry professional standards by similarly-qualified professionals. The City shall notify the District within 30 calendar days if any services are claimed to be deficient. For any breach of this warranty, the City's exclusive remedy will be the District's re-performance and correction of the deficiency. In no event will the District be liable to the City for the payment of any punitive damages. The District will not be liable for any cost changes following advertising for construction bids for the Project, including bid prices, change orders, or other construction claims. The District's maximum liability for any damages arising out of or related to this Agreement will be to the extent of the District's insurance policy limits in effect at the time of the claim.

12. Insurance. The District is self-insured for commercial general liability and workers compensation. The District will require any consultants it hires for the Project to maintain commercial general liability, workers compensation, automobile, and professional liability insurance and name the District and the City as additional insureds. The District shall maintain the following policies of insurance coverage:

12.1 Automobile Liability. Automobile liability insurance with coverage for any vehicle including those owned, leased, rented or borrowed by the District. This insurance must have an endorsement naming the City as an additional insured and have a standard cross liability clause or

endorsement. The limit of insurance must not be less than \$1,000,000 per occurrence combined single limit.

12.2 Professional Liability. The District shall maintain professional liability insurance with coverage for wrongful acts, errors, or omissions committed by the District in the course of work performed for the City under this Agreement. This insurance will include coverage for liability assumed under this Agreement when such liability is caused by the District's negligent acts, errors or omissions. The limit for this insurance must not be less than \$1,000,000 on a claims-made basis. The effective dates for this insurance will start within 30 calendar days after the Effective Date of this Agreement, and must be valid for two years beyond completion of the Project.

12.3 All of the above policies of insurance will be primary insurance and must name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with the District's insurance. The insurer must waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

13. Termination. The Parties reserve the right to terminate this Agreement for cause, upon thirty calendar days' written notice of default to the other Party with a reasonable opportunity to cure the default. The preceding sentence does not affect the District's right to terminate under Section 6. Upon any notice of termination, District shall immediately cease all services hereunder except such as may be specifically approved by both Parties. The City shall pay the District for all services rendered prior to the effective date of termination and for any services authorized by the City thereafter.

14. Notices. All notices pursuant to this Agreement must be addressed as set forth below or as the Party may designate by separate written notice to the other Party. Notices must be sent by email, with a courtesy copy sent prepaid through the United States mail. Notice will be deemed given as of the date of the email. The Parties may also provide notices to each other by personal delivery or overnight courier and any notice so given will be deemed to have been given upon receipt.

If to District

By email to: Kristen Ruffell kruffell@lacsdc.org

By Personal Delivery or Overnight Carrier

County Sanitation District No. 2 of Los Angeles County
1955 Workman Mill Road
Whittier, CA 90601
Attn: Water Quality Section

By U.S. Mail

County Sanitation District No. 2 of Los Angeles County

P.O. Box 4998
Whittier, CA 90607-4998
Attn: Water Quality Section

If to the City

By email to: Dr. Maria Slaughter mslaughter@carson.ca.us

By U.S. Mail, Personal Delivery, or Overnight Carrier
City of Carson
701 E. Carson Street
Carson, CA 90745
Attention: Dr. Maria Slaughter

15. Authority. Each signatory of this Agreement represents that he or she is duly authorized to execute this Agreement on behalf of the Party for which he or she as signatory executes this Agreement. Each Party represents that it has the appropriate legal authority to enter into this Agreement and to perform all obligations under this Agreement.

16. Construction and Interpretation. Each of the Parties has been represented by counsel in the negotiation and drafting of this Agreement, which has been arrived at through negotiations. Each Party has had a full and fair opportunity to revise the terms of this Agreement. As a result, the normal rule of construction that any ambiguities are to be resolved against the drafting Party will not apply in the construction or interpretation of this Agreement, but instead the Agreement will be interpreted based on its fair meaning. Specific provisions of this Agreement will take precedence over conflicting general provisions.

17. Amendment. This Agreement may be amended or modified only by a written instrument executed by each of the Parties to this Agreement and approved by their respective governing boards. In the event one Party wishes to amend this Agreement, it will notify the other Party and specify the section or sections it seeks to amend. The Parties will meet and confer in good faith concerning any proposed amendment.

18. No Partnership/No JPA. The District is acting as an independent contractor for the City for the purpose of this Agreement and the Project. The Parties do not intend by this Agreement to create a joint exercise of powers agreement, and the Parties do not intend by this Agreement to create a partnership or a joint venture of any sort.

19. Necessary Actions/Further Assurances. Each Party shall execute and deliver any necessary documents and instruments, and take any additional actions as may be reasonably required, to carry out the purposes of this Agreement.

20. No Third Party Beneficiaries. This Agreement does not create any right or interest in any non-Party, or in any member of the general public, or other governmental entity as a third party beneficiary, and the intent and effect of this Agreement is not to create any other private right of action or enforcement in any person not an express Party to this Agreement.

21. Severance. If any part of this Agreement is invalidated, set aside, modified or disapproved as a result of a judicial or administrative ruling or determination, the remainder of the Agreement shall remain in full force and effect, and the Parties shall fulfill their obligations under this Agreement consistent with the remainder of this Agreement.

22. Successors and Assigns. This Agreement will be binding on and inure to the benefit of the Parties' respective successors and assigns. No Party may assign its interests in, or obligations under, this Agreement without the written consent of the other Party, which consent may be withheld at the sole discretion of either Party. No attempted assignment will be valid for any purpose unless approved by the other Party at its sole and absolute discretion.

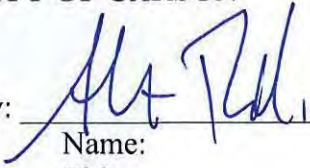
23. Waivers. Waiver of any breach or default under this Agreement will not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement, and forbearance to enforce one or more of the remedies provided in this Agreement will not be deemed a waiver of that remedy.

24. Delegation to the Chief Engineer. The District's Chief Engineer is authorized to take all actions on behalf of the District in connection with any approvals, consents, or actions required of or by the District under this Agreement.

[SIGNATURES ON THE NEXT PAGE]

SIGNATURES PAGE

CITY OF CARSON

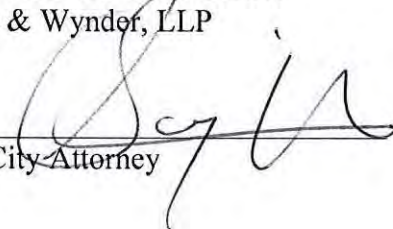
By: 
Name:
Title:

ATTEST:


for City Clerk

APPROVED AS TO FORM:

Aleshire & Wynder, LLP

By: 
City Attorney

**COUNTY SANITATION DISTRICT
NO. 2 OF LOS ANGELES COUNTY**

By: 
Chairperson

JUL 13 2016

ATTEST:


Secretary to the Board

APPROVED AS TO FORM:

Lewis Brisbois Bisgaard & Smith, LLP

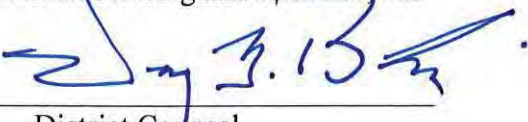
By: 
District Counsel

Exhibit 1
Cooperative Implementation Agreement

See Exhibit 1 to this O&M Agreement
for Exhibit 1 to the Stormwater Project Agreement

Exhibit 2
District Cost Schedule

<u>Position</u>	<u>Hourly rate</u>
Division Engineer	195
Supervising Engineer	170
Senior Engineer	150
Civil Engineer	135
Engineering Associate	125
Secretary	70

Labor billing rates are subject to adjustment on July 1 of each year.

Exhibit 3
Memorandum of Understanding between the City and the
County of Los Angeles

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), made and entered into as of the date of the last signature set forth below by and between the CITY OF CARSON, a general law city (hereinafter referred to as CARSON) and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY). Collectively, these entities shall be known herein as PARTIES or individually as PARTY.

WITNESSETH

WHEREAS, CARSON and the COUNTY propose to improve the water quality of stormwater and urban runoff from their respective land areas; and

WHEREAS, CARSON proposes to design, construct, operate, and maintain the Carson Stormwater and Runoff Capture Project at Carriage Crest Park (hereinafter referred to as the PROJECT), which is comprised of WATER QUALITY IMPROVEMENTS and restoration of RECREATIONAL FACILITIES; and

WHEREAS, the PROJECT will be designed to provide capture of stormwater and urban runoff from four hundred fifty-five (455) acres within CARSON and three hundred nineteen (319) acres within the COUNTY; and

WHEREAS, the PROJECT will be designed to provide treatment of the eighty-fifth (85th) percentile, twenty-four (24) hour storm event runoff volume of twenty-seven (27) acre-feet through constructed WATER QUALITY IMPROVEMENTS; and

WHEREAS, the twenty-seven (27) acre-feet of treatment will be achieved through a combination of physical storage of 13.46 acre-feet and diversion to the sanitary sewer at a rate that will capture a total of twenty-seven (27) acre-feet over the course of the eighty-fifth (85th) percentile, twenty-four (24) hour design storm event; and

WHEREAS, of the total twenty-seven (27) acre-feet of runoff volume treated by the PROJECT, fifteen (15) acre-feet is from CARSON and twelve (12) acre-feet is from the COUNTY; and

WHEREAS, the PROJECT is in the Machado Lake Watershed, and is identified in the Enhanced Watershed Management Program for the Dominguez Channel Watershed Management Area Group; and

WHEREAS, the PROJECT will be constructed at the Carriage Crest Park located 900 S. Figueroa Street, Carson, CA 90745, which park is owned and operated by CN; and

WHEREAS, CARSON has received thirteen million dollars (\$13,000,000) in funding from the California Department of Transportation through a Cooperative Implementation Agreement to fund the PROJECT; and

WHEREAS, the COUNTY desires to provide an additional not-to-exceed amount of five million, seven hundred twenty thousand dollars (\$5,720,000) to Carson to account for planning, engineering design, and construction costs associated with upsizing of the previously planned PROJECT to capture the eighty-fifth (85th) percentile, twenty-four (24) hour storm event runoff volume from the COUNTY's three hundred nineteen (319) acres tributary to the PROJECT; and

WHEREAS, PARTIES desire to enter into this MOU to establish each PARTY's responsibilities and financial obligations for the PROJECT; and

WHEREAS, CARSON has retained the services of the Sanitation Districts of Los Angeles County (SANITATION DISTRICTS) to manage the planning, engineering design, and construction of the PROJECT; and

WHEREAS, the PROJECT will be designed to discharge the captured stormwater and urban runoff to a sanitary sewer for treatment under an Industrial Waste Permit from SANITATION DISTRICTS; and

WHEREAS, CARSON has applied for a permit from the Los Angeles County Flood Control District (DISTRICT) for modifications to the DISTRICT's infrastructure; and

WHEREAS, CARSON will enter into a separate long-term Operation and Maintenance Agreement with the DISTRICT for the PROJECT; and

WHEREAS, PARTIES will jointly fund the operation and maintenance of the WATER QUALITY IMPROVEMENTS of the PROJECT; and

WHEREAS, CARSON will solely fund the operation and maintenance of the RECREATIONAL FACILITIES of the PROJECT; and

WHEREAS, the PROJECT is in the joint interest of PARTIES and will improve water quality and quality of life for citizens and provide opportunities for water conservation.

DEFINITIONS

The following definitions shall apply to this MOU:

CALTRANS shall refer to the California Department of Transportation;

RECREATIONAL FACILITIES include, but are not limited to recreational fields, irrigation systems, and landscaping;

SANITATION DISTRICTS shall refer to the sanitation districts of the County of Los Angeles existing under Health & Safety Code Sections 4700, et seq.;

O&M shall refer to an Operations and Maintenance, the operation and maintenance requirements for all PROJECT components based on the final PROJECT design, and the operation and maintenance responsibilities of CARSON, including but not limited to clean out of pretreatment system, maintenance of telemetry system, maintenance of pumps and piping and treatment surcharge fees paid to SANITATION DISTRICTS;

O&M MANUAL shall refer to an Operations and Maintenance Manual, a document that describes in detail the operation and maintenance requirements for all PROJECT components based on the final PROJECT design, and the operation and maintenance responsibilities of CARSON, including but not limited to clean out of pretreatment system, maintenance of telemetry system, maintenance of pumps and piping and treatment surcharge fees paid to SANITATION DISTRICTS;

PROJECT refers to a storm water and runoff capture project located towards the south-westerly section of the City of Carson within the Carriage Crest Park located at 23800 Figueroa Street, in Carson, California, which will include WATER QUALITY IMPROVEMENTS and restoration of RECREATIONAL FACILITIES. The PROJECT will involve the diversion and pretreatment of stormwater from an existing storm drain system at a rate of forty-five (45) cubic feet per second. The storm water will then be diverted to a subsurface storage reservoir located under Carriage Crest Park and ultimately discharged to the sanitary sewer for treatment at the Joint Water Pollution Control Plant or returned to the storm drain system on an as-needed basis; and

WATER QUALITY IMPROVEMENTS include but are not limited to a storm drain diversion system, a catch basin diversion system, pretreatment devices, an underground storm water storage facility, a dewatering system to sanitary sewer, including a pump station and a discharge line, a telemetry system, and a storm drain return pipeline.

NOW, THEREFORE, in consideration of the promises and mutual covenants set forth herein, PARTIES hereby agree as follows:

1. CARSON AGREES:

- a. To prepare plans, specifications, and cost estimate for the PROJECT.
- b. To utilize thirteen million dollars (\$13,000,000) in funding from CALTRANS to design and construct the PROJECT.
- c. To prepare, as lead agency, and obtain approval of any necessary environmental documents as required under the California Environmental Quality Act for the PROJECT.

- d. To obtain and comply with all applicable regulatory permits, approvals, and requirements for the PROJECT; to advertise the PROJECT for construction bids; to award and administer the construction contract; to modify approved plans and specifications for the PROJECT necessitated by unforeseen or unforeseeable field conditions encountered during construction as necessary to ensure the PROJECT is constructed as intended; to cause the PROJECT to be constructed in accordance with the approved plans and specifications; and
- e. To prepare an O&M MANUAL, a document that describes in detail the operation and maintenance requirements for all WATER QUALITY IMPROVEMENT components based on the final PROJECT design, including but not limited to clean out of pretreatment devices, maintenance of a telemetry system, maintenance of pumps and piping and treatment surcharge fees paid to SANITATION DISTRICTS and to provide the COUNTY the opportunity to review and provide comments on the O&M MANUAL prior to finalizing the O&M MANUAL.
- f. Upon award of a construction contract by CARSON for PROJECT, to notify PARTIES of any request for a change order related to the construction of the PROJECT that exceeds five percent (5%) of the total contract amount within ten (10) business days of receipt of the request, and to further notify PARTIES of CARSON's approval thereof, or if it does not so approve, the reasons therefor, within ten business days of receipt of the request. Any change order that will result in the total cost of the PROJECT to exceed eighteen million, two hundred thousand dollars (\$18,200,000) will require approval of all PARTIES prior to CARSON's approval of the change order.

To invoice the COUNTY based on actual expenditures of the engineering design and construction of the PROJECT no later than June 30, 2019, for expenditures incurred in Fiscal Year 2018-19 and no later than June 30, 2020, for expenditures incurred in Fiscal Year 2019-20. The total invoiced amounts to the COUNTY shall not exceed five million, seven hundred twenty thousand dollars (\$5,720,000). This amount includes a 10% contingency as shown in Table 2 of Exhibit A.
- g. Within ten (10) business days of CARSON's receipt of written notice that PROJECT is complete, to notify PARTIES that CARSON approves the construction work for PROJECT or, if it does not so approve, the reasons therefor.
- h. Upon completion of the PROJECT, to assume ownership, operation, and maintenance responsibilities for WATER QUALITY IMPROVEMENTS and RECREATIONAL FACILITIES.

- i. Upon completion of construction of PROJECT, to provide as-built plans to COUNTY.
- j. Upon completion of the PROJECT, to operate and maintain WATER QUALITY IMPROVEMENTS pursuant to the O&M MANUAL.
- k. Upon completion of the PROJECT, to provide COUNTY with contact information for person(s) responsible for the operation and maintenance activities set forth in this MOU.
- l. Upon completion of the PROJECT, to invoice the COUNTY for the operation and maintenance of WATER QUALITY IMPROVEMENTS based on actual expenditures at the end of each fiscal year starting in Fiscal Year 2019-20 according to the cost allocation formula in Table 3 of Exhibit A and provide an explanation if expenditures exceed the annual cost estimates.
- m. Upon completion of the PROJECT, to maintain and comply with all applicable regulatory permits and requirements associated with operation and maintenance of the PROJECT.

2. COUNTY AGREES:

- a. COUNTY agrees to provide CARSON with a total, not-to-exceed amount of five million, seven hundred twenty thousand dollars (\$5,720,000) in Fiscal Years 2018-19 and 2019-20 to finance the capital costs of the PROJECT, in excess of CALTRANS' contribution to ensure capture of the 85th percentile, 24-hour storm event runoff volume from COUNTY.
- b. COUNTY agrees to approve or disapprove of any change order to the construction of the PROJECT requested by CARSON within ten (10) working days of receipt of written request from CARSON. Approval shall not be unreasonably withheld. In the event of a disagreement, the issue shall be mutually referred to sequentially higher administrative levels within the PARTIES until the issue is resolved. If the PARTIES are still unable to resolve their disagreement, CARSON and the COUNTY reserve all rights and remedies at law and in equity.
- c. COUNTY agrees to provide CARSON annual funding for the operation and maintenance of WATER QUALITY IMPROVEMENTS, starting in Fiscal Year 2019-20 according to the funding allocation shown in Table 3 of Exhibit A.
- d. COUNTY agrees to pay CARSON within sixty (60) days of receipt of invoice.

- e. COUNTY agrees to provide CARSON any comments to CARSON's proposed O&M Manual within ten (10) business days of receipt.
3. IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:
- a. This MOU shall become effective on the last date of execution by a PARTY and shall remain in effect until the COUNTY has paid all outstanding invoices for costs associated with the PROJECT incurred up to June 30, 2022.
 - b. PARTIES shall have no financial obligation to any other PARTY under this MOU except as herein expressly provided.
 - c. PARTIES may elect to partner in the pursuit of grant funding opportunities for the PROJECT.
 - d. The term of this MOU shall be 4 years.
 - e. Each PARTY shall indemnify, defend, and hold harmless each other PARTY, including its special districts, elected and appointed officers, employees, agents, attorneys, and designated volunteers from and against any and all liability, including, but not limited to demands, claims, actions, fees, costs, and expenses (including reasonable attorney's and expert witness fees), arising from or connected with the respective acts of each PARTY arising from or related to this MOU; provided, however, that no PARTY shall indemnify another PARTY, which has committed negligent or willful misconduct for that other PARTY'S own negligence or willful misconduct.

GENERAL PROVISIONS

Cooperation. The Parties shall fully cooperate with one another to attain the purposes of this MOU.

Good Faith. Each Party shall use reasonable efforts and work in good faith for the expeditious completion of the purposes and goals of this MOU and the satisfactory performance of its terms.

Voluntary. This MOU is voluntarily entered into to attain the purposes set forth in this MOU.

Relationship of Parties. The Parties are and shall remain at all times as to each other wholly independent entities. No Party to this MOU shall have power to incur any debt, obligation, or liability on behalf of another Party unless expressly provided to the contrary by this MOU. No employee, agent, or officer of a Party shall be deemed for any purpose whatsoever to be an agent, employee or officer of another Party.

Binding Effect. This MOU shall be binding upon, and shall be to the benefit of the respective successors, heirs, and assigns of each Party; provided, however, no Party may assign its respective rights or obligations under this MOU without prior written consent of the other Parties.

Amendment. The terms and provisions of this MOU may not be amended, modified or waived, except by an instrument in writing signed by all the Parties.

Waiver. Waiver by any Party to this MOU of any term, condition, or covenant of this MOU shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party to any breach of the provisions of this MOU shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this MOU.

Governing Law. This MOU is made under and will be governed by the laws of the State of California. In the event of litigation between the Parties, venue in the State trial court shall lie exclusively in the County of Los Angeles.

No Presumption in Drafting. All Parties have been represented by legal counsel in the preparation and negotiation of this MOU. Accordingly, this MOU shall be construed according to its fair language. Any ambiguities shall be resolved in a collaborative manner by the Parties.

Entire Agreement. This MOU constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, with respect thereto.

Termination of O&M Portion of MOU. The COUNTY and CITY agree to annually review and agree upon annual O&M costs; if they do not reach agreement on annual O&M costs, they agree to proceed through a meet and confer process and non-binding mediation to reach agreement on the annual O&M costs. Should the parties not reach agreement through such dispute resolution procedures, the CITY and COUNTY reserve the right to terminate the O&M portion of this MOU for any reason upon one-hundred twenty (120) days' prior written notice. In the event of such termination, CARSON shall be entitled to a prorated portion of the COUNTY's annual contribution for the calendar year in which the COUNTY terminates the MOU hereunder. In addition, upon COUNTY's termination, CITY would receive the TMDL compliance credits to which the Parties would be entitled for performance of this MOU.

Severability. The provisions of this MOU are severable, and the invalidity, illegality or unenforceability of any provision of this MOU will not affect the validity or enforceability of any other provisions. If any provision of this MOU is found to be invalid, illegal, or unenforceable, the Parties shall endeavor to modify that clause in a manner, which gives effect to the intent of the Parties in entering into this MOU.

Counterparts. This MOU may be executed in counterparts, which together shall constitute the same and entire MOU.

Notices. Any notices, bills, invoices, or reports relating to this MOU, and any request, demand, statement or other communication required or permitted hereunder shall be in writing and shall be delivered to the Representative of the Party at the address set forth below. Parties shall promptly notify each other of any change of contact information, including personnel changes. Written notice shall include notice delivered via email or fax. A notice shall be deemed to have been received on (a) the date of delivery, if delivered by hand during regular business hours, or by confirmed facsimile or by email; or (b) on the third (3) business day following mailing by registered or certified mail (return receipt requested) to the address set forth below.

Administration. For purposes of this MOU, the Parties hereby designate as their respective Party Representatives the persons named below. The designated Party Representatives, or their respective designees, shall administer the terms and conditions of the MOU on behalf of their respective Party. Each of the persons signing below on behalf of a Party represents and warrants that they are authorized to sign this MOU on behalf of such Party.

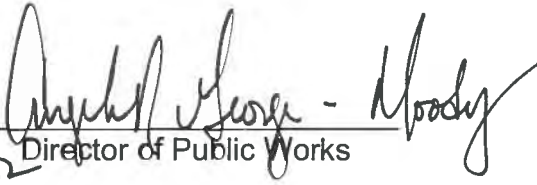
CARSON: Dr. Maria Williams-Slaughter
Director of Public Works
City of Carson Department of Public Works
701 East Carson Street
Carson, CA 90745

COUNTY: Mr. Paul Alva
Principal Engineer
Los Angeles County Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

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IN WITNESS WHEREOF, the PARTIES hereto have caused this MOU to be executed by their duly authorized representatives and affixed as of the date of signature of the PARTIES:

COUNTY OF LOS ANGELES

By 
for Director of Public Works

1-18-18
Date

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By 
Deputy
for Grace Chang

CITY OF CARSON

By 
Title CITY MANAGER

2/5/18
Date

APPROVED AS TO FORM:

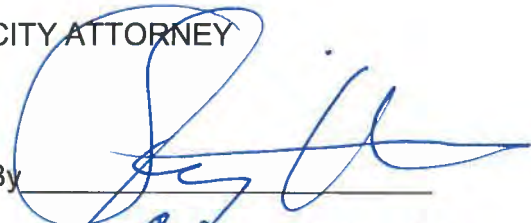
CITY ATTORNEY
By 
Title CITY ATTORNEY

EXHIBIT A

Funding Contributions for Carriage Crest Stormwater and Runoff Capture Project

Table 1. Project Capital Costs

Tasks	Estimated Cost*
Planning	\$400,000
Engineering Design, Permitting, and Environmental Documents	\$1,200,000
Construction of Water Quality Improvements and Restoration of Recreational Facilities, including procurement of precast storage modules	\$15,600,000
Construction Management and Inspection	\$1,000,000
Total	\$18,200,000

*Estimated cost for each task is subject to change.

Table 2. Project Capital Cost Allocation

Jurisdiction	Amount beginning in Fiscal Year 2018-19
City of Carson	\$13,000,000
County of Los Angeles	\$5,200,000**
Total	\$18,200,000

**With prior approval from the County, this amount may be increased by a 10% contingency (\$520,000), for a total not-to-exceed amount of (\$5,720,000).

Table 3. Operation and Maintenance Cost Allocation for Water Quality Improvements

Jurisdiction	Design Capture Volume	Percentage	Estimated Annual O&M Cost (Starting Fiscal Year 2019-20)***
City of Carson	15 acre-feet	56%	\$180,000 - \$235,000
County of Los Angeles	12 acre-feet	44%	\$140,000 - \$185,000
Total	27 acre-feet	100%	\$320,000 - \$420,000

Exhibit 4
Use and Maintenance Agreement
between the City and the Flood Control District

AGREEMENT No. 003424
PROJECT 1201, LINE A
FIGUEROA STREET – NORTH OF
SEPULVEDA BOULEVARD
THOMAS GUIDE NO. 794-B2
SECOND DISTRICT

USE AND MAINTENANCE AGREEMENT

This USE AND MAINTENANCE AGREEMENT (hereinafter referred to as AGREEMENT), is made and entered into by and between the Los Angeles County Flood Control District, a body corporate and politic, (hereinafter referred to as DISTRICT), and the City of Carson, a municipal corporation, (hereinafter referred to as CARSON). The DISTRICT and CARSON are collectively referred to as PARTIES.

RECITALS

WHEREAS, the DISTRICT owns and operates a flood protection facility, Project 1201, Line A (herein referred to as STORM DRAIN), a double 10 foot-9 inch wide by 6 foot-7 inch high reinforced concrete box, located near the intersection of Figueroa Street and Sepulveda Boulevard in the City of Carson; and

WHEREAS, CARSON desires to implement the Carson Stormwater and Runoff Capture Project at Carriage Crest Park (hereinafter referred to as PROJECT); for the purpose of improving urban runoff water quality and stormwater capture, the PROJECT will divert dry weather and stormwater flows from the STORM DRAIN into the nearby Los Angeles County Sanitation Districts' treatment plant; and

WHEREAS, a portion of the PROJECT, consisting of the drop inlet (hereinafter referred to as DIVERSION), is to be located within the STORM DRAIN, as shown on Exhibit A; and

WHEREAS, the construction of the PROJECT is estimated to be completed in or about December 2019; and

WHEREAS, the County of Los Angeles and the City of Carson have entered a separate Memorandum of Understanding concerning the financing of certain planning, engineering, design, and construction costs associated with the PROJECT and described in said Memorandum of Understanding; and

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual agreements contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the PARTIES agree as follows:

SECTION 1: Authorized Use

- 1.1. CARSON is authorized and permitted to use the STORM DRAIN between Stations 4+34 and 6+34, for the construction, operation, maintenance, and repair of the DIVERSION in accordance with the terms and conditions of this AGREEMENT and of the permit obtained from the DISTRICT as described below. CARSON is authorized and permitted to take access to and from the DIVERSION via the STORM DRAIN and access ramp to the STORM DRAIN located immediately south of Sepulveda Boulevard. Any other use of the STORM DRAIN or any portion thereof by CARSON is expressly prohibited.
- 1.2. CARSON's use of the STORM DRAIN in connection with the PROJECT shall be nonexclusive and shall be subordinate to the uses of the STORM DRAIN by the DISTRICT, and CARSON's use of the STORM DRAIN shall at no time interfere with the DISTRICT's use of the STORM DRAIN or the DISTRICT's use of its adjacent property and/or improvements.
- 1.3. This AGREEMENT is valid only to the extent of the DISTRICT's jurisdiction. CARSON shall be responsible for the acquisition of permits required by other affected agencies or agencies with regulatory jurisdiction over the PROJECT, and the consent of any underlying fee owners, as applicable, hereinafter collectively referred to as THIRD-PARTY APPROVALS. CARSON shall be responsible for all costs associated with obtaining and complying with the requirements and conditions of all THIRD-PARTY APPROVALS, including, by way of example, permit fees and compensatory mitigation expenses. CARSON shall provide the DISTRICT copies of all THIRD-PARTY APPROVALS.

SECTION 2: Construction and implementation of DIVERSION

- 2.1. Prior to commencing any construction activity on the DIVERSION, CARSON shall apply for and obtain a permit from the DISTRICT. The permit application and fee shall be submitted to the County of Los Angeles Department of Public Works, Land Development Division, Permits and Subdivisions Section.
- 2.2. Upon completion of the construction of the DIVERSION, CARSON shall provide to the DISTRICT a complete set of the as-built plans for the PROJECT in an electronic format. In addition, CARSON shall provide shape files for all maps depicting the PROJECT.

SECTION 3: Operation and Maintenance of DIVERSION

3.1. CARSON shall, upon completion of construction, be responsible for the operation, maintenance, and repair of the DIVERSION in accordance with the terms and conditions of this AGREEMENT and of the permit obtained from the DISTRICT. The operation and maintenance of the DIVERSION shall include, but not be limited to, the following activities:

3.1.1. CARSON shall prepare a maintenance manual (hereinafter referred to as M-MANUAL), describing the operation, maintenance, and inspection practices, required regulatory permits, procedures, and standards for the DIVERSION including maintenance schedules, identification of any specialty maintenance service providers, equipment usage, and a maintenance log sheet.

3.1.1.1. CARSON shall submit a draft version of the M-MANUAL, to the DISTRICT not later than September 15, 2019, or such later date as may be mutually agreed to by the PARTIES in writing.

3.1.1.2. The DISTRICT shall provide CARSON with comments on the draft M-MANUAL within forty-five (45) days of submittal.

3.1.1.3. CARSON shall incorporate any and all reasonable comments submitted by the DISTRICT and shall deliver a final version of the M-MANUAL to the DISTRICT within forty-five (45) days after receipt of the DISTRICT's comments. If the PARTIES cannot agree as to whether the DISTRICT's comments shall be incorporated, the PARTIES shall meet and confer in good faith to resolve such disagreement.

3.1.2. DISTRICT shall not be responsible for costs associated with the operation and maintenance of the DIVERSION, including but not limited to necessary repairs and/or replacement of DIVERSION components and obtaining, complying with, and renewing as necessary all required regulatory permits. CARSON and the County of Los Angeles have entered into a separate Memorandum of Understanding setting forth their respective responsibilities for costs associated with the operation and maintenance of the DIVERSION, including but not limited to, necessary repairs and/or replacement of DIVERSION components and obtaining, complying with, and renewing as necessary all required regulatory permits.

- 3.1.3. CARSON shall operate and maintain the DIVERSION in a safe, clean, and orderly condition, and in compliance with the M-MANUAL and all applicable Federal and State laws, local ordinances (including the Los Angeles County Flood Control District Code) and applicable regulatory permits.
- 3.1.4 CARSON shall be responsible to inspect the DIVERSION and clear any obstructions that may interfere with the proper functioning of the DIVERSION and the STORM DRAIN, as described in the M-Manual.
- 3.1.5. CARSON shall provide the DISTRICT with 24-hour contact information for person(s) responsible for the operation and maintenance activities related to the DIVERSION. DISTRICT shall provide CARSON with 24-hour contact information for person(s) responsible for maintaining the STORM DRAIN.
- 3.1.6. CARSON shall coordinate and communicate with the DISTRICT in regard to operation, maintenance, and repair activities related to the DIVERSION.
 - 3.1.6.1. CARSON shall notify the DISTRICT a minimum of thirty (30) days in advance of any major (nonroutine) proposed maintenance activities related to the DIVERSION except for trash removal, routine cleaning, and minor repairs within the DIVERSION; provided, however, that in the event CARSON becomes aware of the need to perform any such maintenance activities less than 30 days from the date it proposes to perform said activities, it shall notify the DISTRICT immediately upon determining to perform the activities.
 - 3.1.6.2. CARSON shall notify the DISTRICT a minimum of forty-eight (48) hours in advance of any routine maintenance activities related to the DIVERSION including trash removal, routine cleaning, and minor repairs within the DIVERSION.
 - 3.1.6.3. CARSON shall provide the DISTRICT with an annual summary report of its operations and maintenance of the DIVERSION and status of all related regulatory permits. The contents of the summary report shall include at a minimum the following information:
 - a. Name of Project;
 - b. Location description of Project;

- c. Project contact information;
- d. Description of the Project and its function and direct impact to the STORM DRAIN;
- e. Summary of operations within the reporting year, from July 1st to June 30th of the following year, type of activities (i.e. routine, nonroutine, and emergency), date and time of activities, and description of work performed;
- f. Summary of major repairs completed, including but not limited to, type of repairs, location of repairs, pre- and postrepair photographs, date and time of repairs;
- g. Summary of public inquiries and complaints related to the PROJECT and CARSON's response;
- h. Summary of volume captured or discharged from PROJECT;
- i. Status of any regulatory permits affecting the operation or maintenance of the DIVERSION;
- j. Status of any specialty contractor agreements required for ongoing maintenance and repairs of the DIVERSION;

3.1.6.4. This survey and status report shall be mailed to:

Attention: Area Engineer
Los Angeles County Flood Control District
Department of Public Works,
Stormwater Maintenance Division
5525 East Imperial Highway
South Gate, CA 90280

3.1.7. DISTRICT shall coordinate and communicate maintenance activities related to the STORM DRAIN with CARSON.

3.1.8. If CARSON fails to perform any maintenance activities as provided for in this AGREEMENT in a timely manner, the DISTRICT reserves the right to remedy any such maintenance deficiency that the DISTRICT determines impairs the DISTRICT's flood protection activities. However, prior to taking any action to remedy any such maintenance deficiency, the DISTRICT shall first notify CARSON of the deficiency and allow a reasonable time for CARSON to correct it. If CARSON fails to correct the deficiency within a reasonable time, the DISTRICT shall thereafter be entitled to correct the deficiency. Notwithstanding the foregoing, if the DISTRICT determines that

immediate remedial action is required to prevent or mitigate a dangerous condition, DISTRICT shall be entitled to implement the remedial action(s) without prior notice to CARSON if there is insufficient time to give notice due to an emergency as defined in Public Contract Code Section 1102. The DISTRICT shall prepare and send to CARSON an invoice for all work reasonably undertaken by the DISTRICT to remedy any maintenance deficiency, and CARSON shall within thirty (30) days from the receipt of the invoice reimburse the DISTRICT for all costs and expenses reasonably incurred by the DISTRICT to remedy said deficiency. Should CARSON dispute that any remedial action by the DISTRICT was occasioned by CARSON's failure to perform any maintenance activities provided for in this AGREEMENT, CARSON shall promptly notify the DISTRICT and the PARTIES shall meet and confer in good faith within such thirty (30) day period allowed for payment.

3.1.9. CARSON shall be responsible for all community relations related to the PROJECT (including the DIVERSION), including responding to public inquiries, complaints, etc. DISTRICT shall forward to CARSON any community relations, public inquiries, complaints, etc., related to the PROJECT or DIVERSION.

3.1.10. CARSON shall not discharge any nonstormwater from the PROJECT to the STORM DRAIN or to any other storm drains owned or operated by the DISTRICT.

SECTION 4: Termination of AGREEMENT

4.1. The DISTRICT shall have the right to terminate this AGREEMENT by giving CARSON at least one hundred twenty (120) days prior written notice, under the following conditions:

4.1.1. The DISTRICT proposes a project for flood control, water conservation, and/or any other use or purpose authorized by the Los Angeles County Flood Control Act; and

4.1.2. The DISTRICT determines, in good faith, that the DIVERSION or any portion thereof, would be substantially incompatible with the DISTRICT's proposed project; and

4.1.3. The DISTRICT has notified CARSON of the basis for the DISTRICT'S determination that a substantial incompatibility will exist and has provided CARSON with a reasonable opportunity to propose modifications to the DIVERSION that will eliminate the incompatibility; and

- 4.1.4. After consideration of any such modifications proposed by CARSON, the DISTRICT, in its sole but reasonable discretion, determines not to incorporate any such modifications or determines that, notwithstanding any such modifications, the DIVERSION will still be substantially incompatible with the DISTRICT's proposed project.
- 4.2. The DISTRICT shall have the right to terminate this AGREEMENT in the event CARSON breaches any term or condition of this AGREEMENT and fails to cure such breach or breaches within a reasonable amount of time from the date the DISTRICT provides written notice of said breach or breaches to CARSON.
- 4.3. The DISTRICT shall have the right to terminate this AGREEMENT if construction of the DIVERSION has not been completed within five (5) years from the date this AGREEMENT is fully executed.
- 4.4. The DISTRICT shall have the right to suspend or terminate this AGREEMENT in the DISTRICT's sole discretion, in the event the DISTRICT determines, in good faith, that it is necessary for the DISTRICT to enter and take exclusive possession of the DIVERSION or any portion thereof in order to respond to an emergency as defined in Public Contract Code Section 1102.
- 4.5. CARSON shall have the right to terminate this AGREEMENT for any reason, by giving the DISTRICT at least sixty (60) days prior written notice.

SECTION 5: Removal of Improvements and Restoration of the STORM DRAIN

- 5.1. Upon termination of this AGREEMENT, the DISTRICT may, in its sole discretion, provide a written notice to CARSON to remove all or any improvements constructed or installed by or on behalf of CARSON in connection with the DIVERSION, and to restore the STORM DRAIN to a condition similar to or better than that which existed on the effective date of this AGREEMENT (including sealing off the diversion inlet). If the DISTRICT provides such notice, CARSON shall comply with said notice within a reasonable time, but in no event exceeding one hundred eighty (180) days from the date of the notice or such longer period as may be mutually agreed to by the PARTIES. If CARSON cannot remove all improvements within one hundred eighty days (180) for reasons outside its control, it shall give prompt notice to DISTRICT when it learns it cannot meet this deadline, and the PARTIES will meet and confer in good faith concerning the obstacles to meeting the deadline and concerning a proposed mutually agreeable timeline for removal.

- 5.2. Prior to commencing the removal of any improvements, CARSON shall apply for and obtain a permit for the removal activities from the County of Los Angeles Department of Public Works, Land Development Division, Permits and Subdivisions Section and shall also apply for and obtain any and all other necessary local, State, and Federal permits applicable to the removal of the improvements.
- 5.3. If CARSON fails to comply with the DISTRICT's notice referred to in subsection 5.1, the DISTRICT may, in its sole discretion, remove any or all improvements referenced in the DISTRICT's notice to CARSON.
- 5.4. If the DISTRICT removes any improvements pursuant to subsection 5.3, the DISTRICT shall submit a billing invoice to CARSON indicating the costs and expenses reasonably incurred by the DISTRICT in connection with the removal of the improvements and CARSON shall reimburse the DISTRICT all such costs and expenses within thirty (30) days of CARSON's receipt of a billing invoice from the DISTRICT.

SECTION 6: Miscellaneous Provisions

6.1. Damage to STORM DRAIN or DIVERSION

- 6.1.1. If any components of the DIVERSION are damaged by any negligent act or omission of the DISTRICT, the DISTRICT shall repair and replace those components within a reasonable time frame after discovery or notice thereof. The DISTRICT shall be responsible for all costs related to these repairs and/or replacements.
- 6.1.2. If any components of the STORM DRAIN are damaged by any negligent act or omission of CARSON, CARSON shall repair and replace those components within a reasonable time frame after discovery or notice thereof. CARSON shall be responsible for all costs related to these repairs and/or replacements.
- 6.1.3. As owner of the STORM DRAIN, the DISTRICT shall continue to be responsible for operation, maintenance, monitoring, upkeep, and improvements of the STORM DRAIN, and nothing in this AGREEMENT alters the DISTRICT's ownership status concerning the STORM DRAIN. CARSON shall not become responsible for costs associated with the regular operation and maintenance of the STORM DRAIN, including but not limited to necessary repairs and/or replacement of STORM DRAIN components and obtaining, complying with, and renewing as necessary all required regulatory permits for the STORM DRAIN.

- 6.2. The DISTRICT shall not be responsible for the expense of any relocation, alteration, or modification of the PROJECT, the DIVERSION or any portion thereof requested by CARSON.
- 6.3. Indemnification and release.
- 6.3.1. CARSON shall indemnify, defend, and hold harmless the DISTRICT, the County of Los Angeles, and their respective officers and employees from and against any claims, demands, liability, damages, costs and expenses, including, without limitation, attorney fees and costs of litigation and claims alleging violations of the California Environmental Quality Act (CEQA) or CEQA Guidelines arising out of the PROJECT or DIVERSION, and including, without limitation, attorney fees and costs of litigation and claims involving bodily injury, death or personal injury of any person or property damage of any nature whatsoever, arising out of or in any way connected to the construction, operation, maintenance, repair, modification, or removal of the PROJECT, the DIVERSION, or any portion thereof, except to the extent caused by the negligence or willful misconduct of the DISTRICT, the County of Los Angeles, or their respective officers, employees, or contractors.
- 6.3.2. The DISTRICT shall indemnify, defend, and hold harmless the CARSON and its respective officers and employees from and against any claims, demands, liability, damages, costs and expenses, including, without limitation, attorney fees and costs of litigation and claims involving bodily injury, death, or personal injury of any person or property damage of any nature whatsoever, arising out of or in any way connected to operation and maintenance of the STORM DRAIN, exclusive of the DIVERSION, or any portion thereof, except to the extent caused by the negligence or willful misconduct of CARSON or its respective officers, employees or contractors.
- 6.3.3. CARSON releases the DISTRICT and waives all rights to damages for any loss, costs, or expenses CARSON may sustain as a result of any damage to, or destruction of, the PROJECT, the DIVERSION, or any portion thereof, attributable to flood or stormwaters, or any other runoff tributary to the STORM DRAIN, except to the extent such damages are caused by the negligence or willful misconduct of the DISTRICT or its officers, employees or contractors.
- 6.4. Cooperation. The Parties shall fully cooperate with one another to attain the purposes of this Agreement.

- 6.5. Good Faith. Each Party shall use reasonable efforts and work in good faith for the expeditious completion of the purposes and goals of this Agreement and the satisfactory performance of its terms.
- 6.6. Voluntary. This Agreement is voluntarily entered into to attain the purposes set forth in this this Agreement.
- 6.7. Relationship of Parties. The Parties are and shall remain at all times as to each other wholly independent entities. No Party to this Agreement shall have power to incur any debt, obligation, or liability on behalf of another Party unless expressly provided to the contrary by this Agreement. No employee, agent, or officer of a Party shall be deemed for any purpose whatsoever to be an agent, employee, or officer of another Party.
- 6.8. Binding Effect. This Agreement shall be binding upon, and shall be to the benefit of the respective successors, heirs, and assigns of each Party; provided, however, no Party may assign its respective rights or obligations under this Agreement without prior written consent of the other Parties.
- 6.9. Amendment. The terms and provisions of this Agreement may not be amended, modified or waived, except by an instrument in writing signed by all the Parties.
- 6.10. Waiver. Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party to any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement.
- 6.11. Governing Law. This Agreement is made under and will be governed by the laws of the State of California. In the event of litigation between the Parties, venue in the state trial court shall lie exclusively in the County of Los Angeles.
- 6.12. No Presumption in Drafting. All Parties have been represented by legal counsel in the preparation and negotiation of this Agreement. Accordingly, this Agreement shall be construed according to its fair language.
- 6.13. Severability. The provisions of this Agreement are severable, and the invalidity, illegality or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provisions. If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the Parties shall endeavor to modify that clause in a manner which gives effect to the intent of the Parties in entering into this Agreement.

- 6.14. Counterparts. This Agreement may be executed in counterparts, which together shall constitute the same and entire Agreement.
- 6.15. Notices. Any notices, bills, invoices, or reports relating to this Agreement, and any request, demand, statement or other communication required or permitted hereunder shall be in writing and shall be delivered to the Representative of the Party at the address set forth below. Parties shall promptly notify each other of any change of contact information, including personnel changes. Written notice shall include notice delivered via e-mail and U.S. Mail. A notice shall be deemed to have been received on (a) the date of delivery, if delivered by hand during regular business hours, or by confirmed facsimile or by e-mail; or (b) on the third (3) business day following mailing by registered or certified mail (return receipt requested) to the address set forth below.
- 6.16. Administration. For purposes of this Agreement, the Parties hereby designate as their respective Party Representatives the persons named below. The designated Party Representatives, or their respective designees, shall administer the terms and conditions of the Agreement on behalf of their respective Party. Each of the persons signing below on behalf of a Party represents and warrants that they are authorized to sign this Agreement on behalf of such Party.
- 6.17. Notices

Any correspondence, communication, or contact concerning this AGREEMENT, and all notices including permits, that are to be given or that may be given by PARTIES shall be directed to the following:

Los Angeles County Flood Control District
Department of Public Works
Stormwater Planning Division, 11th Floor
900 South Fremont Avenue
Alhambra, CA 91803-1331
Attention: Keith Lilley
Phone No.: (626) 458-4309
Fax: (626) 457-1526

City of Carson
Department of Public Works
701 East Carson Street
Carson, CA 90745
Attention: Dr. Maria Williams-Slaughter
Phone No.: (310) 952-1700 ext. 1754
mslaughter@carson.ca.us

[illegible]

IN WITNESS WHEREOF, DISTRICT and CARSON have caused this AGREEMENT to be executed by their respective duly authorized officers, by DISTRICT on _____, 2018; by CARSON on July 3, 2018.

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT,
A body corporate and politic

By _____
Chief Engineer

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
Deputy

CITY OF CARSON

By [Signature]
City Mayor

APPROVED AS TO FORM:

By [Signature]
Dep. City Attorney

ATTEST:

By [Signature]
City Clerk



Exhibit 5
Industrial Wastewater Permit No. 22253



INDUSTRIAL WASTE SECTION
1955 Workman Mill Road
Whittier, CA 90601
P.O. Box 4998
Whittier, CA 90607-4998
(562) 699-7411 Ext. 2900
FAX: (562) 908-4224

INDUSTRIAL WASTEWATER DISCHARGE PERMIT REQUIREMENT LIST

The approval and issuance of this permit requires compliance with the Wastewater Ordinance and is being made conditionally and subject to City of Carson being in compliance with all indicated items on this list and accompanying data sheet. Satisfactory evidence of compliance with these conditions should be supplied to the Districts where requested. Satisfactory evidence will consist of a minimum of written notification signed by a responsible company official, and in some cases may involve the submission of additional drawings and data, or verification by a Districts representative. Failure to comply with all items on the requirement list, including all deadlines specified, invalidates this approval and issuance. Invalidation of this permit will result in City of Carson being deemed to be operating without a valid permit and subject to immediate discontinuance of sewer services for industrial operations. Per Section 401 of the Districts' Wastewater Ordinance, this permit is not transferable.

FACILITY NAME	City of Carson
FACILITY ID	9254557
PERMIT NUMBER	22253
PERMIT TYPE	Industrial Waste - Standard
DATE OF APPROVAL	April 28, 2021
DATE OF EXPIRATION	January 16, 2024

1. Approval SIU (Rev 04-15-2013)

This Industrial Wastewater Discharge Permit is issued only for the discharge of treated wastewater from the operations listed as "outgoing" in Section 3 of the Permit Data Sheet. This Permit will expire as shown in Section 2 of the Permit Data Sheet. The permittee must submit a permit application and supporting documents to the appropriate local agency at least six months prior to the expiration date. Failure to obtain a renewed permit by the expiration date will result in the permittee being deemed to be operating without a valid permit. As such, the expired permit may be voided and a temporary permit issued.

2. Local Limits (Rev 10-02-2015)

Numerical limits have been established by the Districts for the temperature, pH, flashpoint, and maximum concentrations of heavy metals and other toxic materials permissible in an industrial discharge to the public sewers. The limits are those shown in Section 6 of the Permit Data Sheet with the designation of Local in the Regulation column. In addition, applicable state and federal limits are shown in Section 6 of the Permit Data Sheet with the respective designations of State and Federal in the Regulation column. The permittee is advised that any discharge in excess of the limits shown in Section 6 of the Permit Data Sheet requires corrective action by the discharger. Penalties applicable to violations of these limits will be strictly enforced by the Districts.

3. SMR (Rev 07-17-2015)

Self-monitoring of the industrial wastewater must be performed at the intervals indicated in section 5 of the Permit Data Sheet and reported on the Self-Monitoring Report (SMR) form. The Districts will send the necessary SMR forms before each reporting period. All indicated analyses must be performed by a State or Districts' certified laboratory. The certification section of the SMR form must be completed and signed by a responsible company official. For each reporting period, the completed SMR form and the corresponding laboratory report must be submitted to the Districts' Industrial Waste Section no later than the due date indicated on the form. The wastewater samples must be analyzed in accordance with 40 CFR Part 136 and must be collected in such a way that they are representative of the total discharge generated by a typical day's operations. Each representative sample (composite and/or grab) should be collected over one 24-hour period and analyzed for all parameters in Section 5. A minimum of four grab samples must be taken for cyanide, total phenols, sulfides, volatile organics, and oil and grease if the parameter is subject to federal limitations. The samples may be analyzed separately or composited in accordance with acceptable procedures prior to analysis. Compositing of these grab samples may be conducted in a laboratory prior to analysis for all parameters; alternatively, cyanide, total phenol, and sulfides samples may be composited in the field. All representative samples must be submitted and meet all applicable limits. Violations of effluent limitations must be reported to the Districts within 24 hours of the discharger becoming aware of the violation at (562) 699-7411, extension 2907. Additional sampling and analysis must be conducted for all parameters in violation. The results of the repeat analysis must be submitted within 30 days of becoming aware of the violation.

4. Records Retention (Rev 02-14-2011)

The permittee shall maintain records of all information resulting from any monitoring activities required by 40 CFR 403.12, including self-monitoring reports, baseline monitoring reports, and documents associated with required best Management Practices. Such records shall include for all samples:

- a) The date, exact place, method, and time of sampling and the name of the person or persons taking the samples;
- b) The dates analyses were performed;
- c) Who performed the analyses;
- d) The analytical techniques/methods used; and
- e) The results of such analyses.

The permittee is required to retain for a minimum of four years any records of monitoring activities and results (whether or not such monitoring activities are required by 40 CFR 403.12) and shall make such records available for inspection and copying by the Districts. This period of retention shall be extended during the course of any unresolved litigation regarding the permittee or when requested by the Districts.

5. Sample Point (Rev 01-01-2007)

The permittee's legal sampling point(s) are indicated in Section 4 of the Permit Data Sheet. The permittee is responsible for maintaining and cleaning the sampling point(s) to prevent any build-up of oil and grease, sediment or sludge; failure to do so does not invalidate sampling test results. Analytical results from samples taken from the location(s) according to accepted sampling procedures shall be accepted as binding. Safe and convenient access to the sampling point(s) must be provided for representatives of the Districts. Should Districts' staff determine that the sampling locations(s) are unsafe, difficult to access or require modification, the permittee must propose alternatives which will provide sampling point(s) acceptable to the Districts. If a locked security enclosure is necessary, a Districts' padlock shall be used to secure the sampling point area. The permittee must call (562) 699-7411, extension 2907 to make arrangements for installation of the lock.

6. Split Sample (Rev 01-01-2007)

The Districts' personnel may provide a split of any composite sample collected if sufficient sample volume is available. Districts' personnel may also provide split, concurrent, or sequential grab samples. These samples will be left with a designated company representative. If the designee is not available, these samples will be left with whoever is available.

The permittee is required to follow appropriate preservation techniques, analytical procedures, and holding periods specified in 40 CFR 136, if the analytical test results from these samples are to be used for compliance or surcharge reporting purposes. Failure to follow the prescribed procedures will invalidate the test results.

7. Pretreatment Maintenance (Rev 01-01-2007)

The permittee is required to have in place a program of regular pretreatment equipment maintenance and cleaning to prevent a build-up of grit, oil, or grease or other prohibited materials which may enter the sewer and to ensure compliance at all times with applicable industrial wastewater effluent limits. The permittee should also provide trained personnel for proper operation and regular maintenance of all components of the pretreatment system and should also maintain an adequate supply of treatment chemicals as well as replacement parts for key components of the pretreatment system.

8. Floor Drains Advisory (Rev 01-01-2007)

All floor drains shall have grated covers with 3/8" maximum openings to prevent larger particles from clogging the sewer.

9. Bypass Notification (Rev 02-23-2012)

In accordance with federal regulations found at 40 CFR Part 403.17, the permittee must not bypass required pretreatment equipment unless the bypass was unavoidable to prevent loss of life, personal injury or severe property damage and there were no feasible alternatives to the bypass and the permittee notified the Districts at least 10 days prior to an anticipated bypass or within 24 hours of an unanticipated bypass. Severe property damage does not include economic loss due to production delays. Feasible alternatives include use of auxiliary treatment facilities, retention of untreated wastes or cessation of production.

The permittee shall submit oral notice of an unanticipated bypass that exceeds effluent limitations to the Districts within 24 hours from the time the permittee becomes aware of the bypass.

A written submission shall also be provided within five days of the time that the permittee becomes aware of the bypass. The written submission shall contain a description of the bypass and its cause; the duration of the bypass, including exact dates and times, and, if the bypass has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the bypass. The Districts may waive the written report on a case-by-case basis if the oral report has been received within 24 hours.

The permittee may allow any bypass to occur which does not cause Pretreatment Standards or Requirements to be violated, but only if it also is for essential maintenance (i.e. pipe or pump failures) to assure efficient operation. However, routine maintenance should be conducted during normal periods of production downtime. Notification is not required for bypasses that do not result in federal categorical violations.

The Districts will determine whether the permittee has met all bypass criteria above thus avoiding enforcement action for violation of federal regulations. However, this does not relieve a discharger of the responsibility to comply with Districts' Ordinance or effluent limitations at all times. Any repair or maintenance costs to Districts' facilities associated with any bypass of pretreatment equipment will be borne by the permittee.

10. FM, Proposal Required

The Districts require an automatic full-time effluent flow measurement system for any company whose industrial wastewater discharge exceeds 50,000 gallons per day or 100 gallons per minute peak flow. The system must provide indication recording and totalization of flow, and a contact closure generating device, which can be used to activate Districts', and other automatic samplers.

According to the Districts records, the permittee's flow rate exceeds 50,000 gallons per day and 100 gallons per minute. Therefore, it will be necessary to install a flow monitoring system as indicated above. The system should be of the open channel type (e.g.; flume or weir). A closed-pipe system (e.g.; a magnetic flow meter) may also be accepted under certain circumstances. One set of detailed construction drawings of the discharge flow monitoring system must be submitted for Districts' approval prior to construction. These drawings shall indicate relevant pipe slopes, elevations, and locations, dimensions, types and location of instrumentation, details of flow metering elements, the estimated flow range (minimum, maximum and average), and upstream and downstream piping, structures and devices which could influence flow through the flow meter.

Manufacturer's calculations, catalog cuts, and data sheets shall be included with the construction drawings for any manufactured equipment to be installed as part of the flow monitoring system.

The flow monitoring installation shall include a momentary contact closure pulse signal generating device which can be used to activate an automatic sampler capable of generating one to four pulse signals for each flow volume equivalent to 30 minutes discharge at the average flow rate during the operating day of the facility.

Design of flow monitoring installations shall be performed under the supervision of a California registered professional engineer competent in this field. Design and construction drawings and calculations shall be stamped with the authorized seal of the supervising professional engineer or signed over his registration number, to indicate his review and approval of the work. For additional information and requirements, please refer to the Districts' website at

https://www.lacsd.org/wastewater/industrial_waste/iwpolicies/flow_measurement.asp for a copy of the Districts' Industrial Wastewater Flow Measurement Requirements.

The required plans and associated documents must be submitted within 180 days from the date of this permit approval.

11. FM, Calibration

The required flow monitoring system shall be properly installed and calibrated prior to commencement of discharge.

12. FM, Peak Flow Limit

The permitted peak flow rate for the permittee is listed in Section 7 of the Permit Data Sheet, in gallons per minute, and is defined as the highest average rate at which wastewater is allowed to be discharged to the public sewer during any five minute time period. This rate is not be exceeded at any time. For surcharge reporting purposes, peak flow charges are calculated using a separate definition, as set forth in Section A-34 of the *Wastewater Ordinance*.

13. Districts' Personnel Facility Access

The permittee must provide Sanitation Districts' personnel unencumbered access to either the source of power or the controls to the discharge pump so that diversion may be interrupted should a spill to the storm drain occur upstream or should any other event occur that may adversely impact the Sanitation Districts' sewerage system. Facilities, including the sampling vault and the electrical building which the permittee requires to be locked, must be equipped either with a Districts' provided A297 lock or a master key provided by the permittee.

14. Rainwater, General (Rev 01-01-2007)

The Districts' policy on rainwater and stormwater is established under the provisions of Section 305 of the Wastewater Ordinance as amended November 1, 1989. Section 305 specifies that no rainwater or stormwater shall be discharged to the Districts' sewerage system, except where prior approval has been given by the Chief Engineer. As a general practice, the Districts require roofing or regrading of all open areas with exposed drains which discharge to the public sewer. This practice protects the Districts' sewerage system from excessive hydraulic loads that can be created by unwanted rainwater and stormwater runoff. Rainwater diversion systems shall divert any rainfall in excess of 0.1 inch to the storm drain. Diverted rainwater must meet any requirements of the Regional Water Quality Control Board. Any rainwater discharge to the sewer system must be in accordance with the Districts' "Guidelines for the Discharge of Rainwater, Stormwater, Groundwater and Other Water Discharges" available at http://www.lacsd.org/info/industrial_waste/forms/default.asp.

15. Haul Untreated Spills

Spills of restricted materials to the project's tributary drainage area are not to be discharged to the sewer. The permittee is responsible for capturing and hauling such spills to a legal disposal site. Records of such hauled materials must be maintained by the permittee and made available for review by Sanitation Districts' personnel upon request.

16. Spill Containment, General (Rev 01-01-2007)

Any industrial user with a significant potential to discharge restricted materials, as defined in the Districts' "Slug Discharge Control and Spill Containment Policy" available at http://www.lacsd.org/info/industrial_waste/policies/slugdischarge.asp, is required to install and maintain an adequate spill containment system.

17. Spill Containment Logbook (Rev 01-01-2007)

If the permittee has restricted materials which must be contained in spill containment areas, the permittee is required to maintain a log book that is available to Districts' employees upon request or during inspections. Any material that enters a spill containment area must be handled as a spill, including rainwater and any process wastewater that results from "normal" operations. All materials removed from spill containment areas, whether restricted or non-restricted as defined in the Districts' "Slug Discharge Control and Spill Containment Policy" (http://www.lacsd.org/info/industrial_waste/policies/slugdischarge.asp) must be included in the log book. The log book must contain the following information:

- a) Date and time
- b) Identity of material (an analysis is required if the spill is of unknown origin to determine the type of treatment or remediation for proper disposal)
- c) Quantity (volume)
- d) Cause
- e) Method of disposal (includes transfer to off-site treatment system)
- f) Corrective action implemented to prevent spills from reoccurring

18. Haul Untreated Spills (Rev 01-01-2007)

Under no circumstances shall process solution spills be discharged directly to the sewer. Unreclaimed or untreated process solution spills shall be hauled to a legal disposal site.

19. Manually Actuated Pump (Rev 01-01-2007)

Spills may be pumped from containment areas to pretreatment systems for treatment prior to discharge after determining their treatability and entering the information into the required log book. Pumps used for this purpose must be manually actuated and there must be no other available access to the sewer.

20. Slug Discharge Control Plan Adv (Rev 04-15-2013)

Upon request by the Districts, the permittee may be required to develop a Slug Discharge Control Plan which complies with the Districts' "Slug Discharge Control and Spill Containment Policy" (available at http://www.lacsd.org/wastewater/industrial_waste/iwpolicies/slugdischarge.asp) and includes, at a minimum, the following elements:

- a) Description of discharge practices, including non-routine batch discharges (non-routine batch discharges are not allowed unless specified as an approved discharge in the permit);
- b) Description of stored chemicals;
- c) Procedures for immediately notifying the Districts of slug discharges, including any discharge that would violate a prohibition under 40 CFR 403.5(b), with procedures for follow-up written notification within five days;
- d) Procedures to prevent adverse impact from accidental spills, including inspection and maintenance of storage areas, handling and transfer of materials, loading operations, control of plant site run-off, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants (including solvents), and/or measures and equipment for emergency response;
- e) This plan must be maintained at the discharge location and must be made available for review by Districts' personnel upon request.

21. Slug Discharge Modification Adv (Rev 04-15-2013)

The permittee is required to immediately notify the Districts if modifications from the approved discharge practices are expected that may affect the potential for a slug discharge. Slug discharges are any discharges of a non-routine, episodic nature, including but not limited to an accidental spill or a non-customary batch discharge, which has a reasonable potential to cause Interference or Pass Through, or in any other way violates regulations for the Districts' treatment plants or sewer collection system.

22. Combustible Gas System - Digital Recorder

A digital (i.e., paperless) recorder must record continuously. Data recording frequency shall be set to one per minute. Simple instructions for recalling the data must be posted at or near the digital recorder. The instructions must be protected from the weather (e.g., by lamination). If needed, a representative of the permittee who is familiar with the operation of the digital recorder must be available at all times to assist Sanitation Districts' staff to readily access, retrieve, and review current and historical records of combustible levels at the site. The recorder must generate secure electronic data that cannot be modified or deleted and has sufficient memory for a minimum of sixty (60) days of data. The failure to comply with these requirements may necessitate the installation of a paper chart recorder.

23. Discharge Liquid or Gas (Rev 06-04-2010)

The permittee must not discharge any liquid or gas that causes or tends to cause flammable or explosive conditions in the sewerage system. The purpose of a combustible gas monitoring system is to alert the company that such conditions exist. The permittee must then stop discharging to the public sewer and/or divert wastewater flow to an appropriate holding area. The system must be in accordance with the District's "Industrial Wastewater Combustible Gas Monitoring System Guidelines".

24. Combustible Gas Alarm Levels (Rev 01-01-2007)

The lower alarm level setting must not exceed 15 percent of the Lower Explosive Limit (LEL). The upper alarm level must be set at 20 percent LEL, and when this level is reached, the company must cease discharging to the sewer and/or divert flow from the sewer to an appropriate holding vessel or pond until such time the combustible level falls below 20 percent LEL.

NOTIFICATION: When the combustible levels reaches > 20 percent LEL the company must notify:

- a) the local Fire Department
- b) the Districts at (562) 699-7411, extension 2907 or (562) 437-6520, 437-1881.

25. CGMS, General (Dry-Weather Diversion Facility)

This dry-weather diversion facility uses an infrared detector/sensor head assembly to monitor combustible gas. A regular maintenance and calibration schedule for the combustible gas monitoring system shall be established by the company based upon the manufacturer's specifications and recommendations for the type and model selected. Routine maintenance of the combustible gas monitoring system shall be done on a more frequent basis. At a minimum, a zero check/adjustment shall be performed monthly.

26. Combustible Gas Maintenance Records

All Companies required to install combustible gas monitoring systems must keep accurate records of any maintenance and calibration done on the system. The records should be maintained for a period of four years, and copies should be regularly submitted to the Districts, in accordance with the following requirements:

- a) Maintenance Record - A record must be kept and retained for a period of four years of all maintenance performed on the combustible gas detection system. The "Combustible Gas Monitoring System Maintenance Records" form (available at http://www.lacsd.org/wastewater/industrial_waste/iwpolicies/waterdischarges.asp#Combustible) or a similar form should be used for this purpose. The "zero" level of the meter and chart should be checked regularly to ensure proper operation. Any maintenance which is performed monthly or more often may be listed as "routine" on the form. The maintenance record form should be kept near the combustible gas meter control unit, or another location easily accessible for inspection by representatives of the Districts.
- b) Calibration Check - The span check/adjustment should be performed on a regular basis (no less than monthly) to ensure proper operation and continued accuracy. The calibrations performed should be recorded on the "Combustible Gas Detection Meter Calibration Check Record" form (found at http://www.lacsd.org/wastewater/industrial_waste/iwpolicies/waterdischarges.asp#Combustible). This form should be kept with the maintenance record.
- c) Information Submittal Frequency - Copies of six months of the calibration check and the maintenance record forms are to be submitted to the Districts semiannually on January 31 and July 31.
- d) Calibration of the Combustible Gas Meter After an Upper Alarm Level Incident - In addition to the regular calibration schedule, if the upper alarm level (20 percent LEL) is reached, the combustible gas meter must be recalibrated to ensure the continued proper operation of the unit.

A calibration kit should be provided and used in order to ensure proper operation and continued accuracy of the installed combustible gas monitoring system unless an outside service contract is provided.

27. Sewer Overflow Prevention

If discharge from the project causes the sewer to flow at greater than 85% depth at the CSD junction structure shown on drawing sheet C-11, or if the Sanitation Districts have concerns for other operational difficulties, the allowable flow rate may be decreased.

28. Penalties (Rev 01-01-2007)

Every person or permittee violating any provision of this Industrial Wastewater Discharge Permit (permit) or the Districts' *Wastewater Ordinance (Ordinance)* is guilty of a misdemeanor, and upon conviction is punishable as provided by law (California Health & Safety Code Section 4766 currently allows for a fine not to exceed \$1,000, or imprisonment for not more than thirty days, or both. Misdemeanor violations of California Health & Safety Code Section 25189.5 currently allow for a fine not to exceed \$100,000 and imprisonment not to exceed one year. Misdemeanor violations of the Clean Water Act, 33 USC 1319(c) currently allow for a fine not to exceed \$25,000 and imprisonment not to exceed one year). Each day during which any violation continues shall constitute a separate offense. The Chief Engineer is authorized to seek, through the office of the District Attorney of Los Angeles County or other appropriated authority, prosecution of criminal charges against any person violating any provision of the permit or the *Ordinance*. Violations of discharge limitations established under this permit or the *Ordinance* may also be violations of state and federal environmental laws which may be punishable as felonies and which may also carry substantial fines and penalties (California Health & Safety Code 25189-5 currently allows for a fine not to exceed \$100,000 (except the fine can be up to \$250,000 for great bodily injury or substantial probability of death) and imprisonment up to three years and 33 USC Section 1319(c) currently allows for a fine not to exceed \$1,000,000 for a first conviction and imprisonment of up to 15 years).

In addition, any person or permittee who violates any provision of the *Ordinance* or any term or condition of any permit issued pursuant to the *Ordinance* or plan approval that prohibits or limits the discharge of any waste or imposes any pretreatment requirement shall be civilly liable to the Districts in the maximum sum provided by law for each day in which such violation occurs (California Government Code Section 54740 currently allows for civil penalties which include, but are not limited to, a fine of up to \$25,000 per day of violation).

29. Additional Pretreatment Advisory (Rev 01-01-2007)

The permittee is advised that additional industrial wastewater pretreatment equipment or other measures may be required if inspection or monitoring indicates prohibited materials are discharged. If such measures include installation of new pretreatment equipment, plans and necessary documentation for such added equipment must be submitted to the local permit agency and the Districts for approval prior to construction.

30. Prohibited Discharge Notification (Rev 01-01-2007)

In the event of the discharge of any prohibited waste, excessive quantities or concentrations of any restricted waste, or of the discharge of material not covered under this permit, the company must immediately notify the Districts by calling (562) 699-7411, extension 2907, during office hours or the Long Beach Pumping Plant, (562) 437-6520, during non-office hours.

The Districts must also be notified of any circumstances affecting plant processes or facility operations that may potentially result in the discharge of similarly prohibited or restricted wastes, including but not limited to the malfunction, upset or improper operation of plant processes, pretreatment systems, spill containment facilities, or diversion/bypass mechanisms. Failure to immediately notify the Districts of any such event or condition is a violation of the Wastewater Ordinance.

31. Surcharge Testing (Rev 01-01-2007)

If the permittee is required or chooses to file a Long Form Surcharge Statement, surcharge tests of the industrial wastewater must be performed at the intervals indicated on Table A of the Long Form Surcharge Statement booklet and submitted annually with the wastewater treatment surcharge statement. The company is reminded that the surcharge testing requirements are independent of the test for self-monitoring reports required in Section 5 of the Permit Data Sheet. For further information on surcharge testing requirements, please contact the Districts' Surcharge group at (562) 699-7411, extension 2600.

32. Capacity Unit Increase Advisory (Rev 01-01-2007)

If the wastewater flow rate and strength data indicate an increase in the sewerage capacity unit usage by 25% or more, the permittee may be required to revise its permit, and will be required to pay a corresponding connection fee should existing sewerage baseline capacity units be insufficient to accommodate discharge at that time.

33. Surcharge Test Requirements

This facility is subject to additional surcharge testing requirements for chemical oxygen demand (COD) and suspended solids (SS). Surcharge testing frequency is normally based on a yearly cumulative flow that is continuous and/or intermittent. Because this facility diverts stormwater and urban runoff flows that are seasonal and often sporadically irregular in volume, the following surcharge testing frequency of COD and SS shall apply to provide wastewater analyses that adequately represent discharges to the sewer system during dry and wet weather periods:

- **Wet Weather Sampling**

Four storm event samples shall be collected annually. Each sample shall be collected from a measurable storm event that results in an actual discharge of stormwater that follows the preceding measurable storm event.

- **Dry Weather Sampling**

Dry weather sampling frequency shall be based on the "Surcharge Testing Frequency for COD and SS" table provided for the Surcharge Test Requirements of the Data Sheet.

34. Payment Obligation (Rev. 02-13-2020)

The permittee must in a timely manner pay any surcharge, penalty, interest, fees or charges imposed under the Wastewater Ordinance.

35. Surcharge Payment Obligation (Rev. 02-13-2020)

In accordance with the Wastewater Ordinance, the permittee must file annually a wastewater treatment surcharge statement unless exempted by the Chief Engineer. All surcharge statements and any required payments must be submitted on or before August 15 following the end of the fiscal year. The permittee must report the total annual surcharge due and the wastewater discharge data used in making such calculations. Such information must be provided on a form provided and must be signed by the permittee under penalty of perjury. The permittee must comply with all instructions which accompany the forms.

36. Status Change Notification (Rev 01-01-2007)

The permittee is required to notify the Districts of any change in the status of the subject facility, if ownership or operating responsibility changes, or if the industrial waste connection is legally abandoned.

37. 25 Percent Change - Rev Req (Rev 07-01-2011)

A new permit application must be submitted when there is a significant change in wastewater quantity (more than 25 percent) or quality from that given in the approved permit information. The completed application must be submitted to the local governmental agency for initial processing prior to Districts' review. Approval must be obtained prior to any construction of new facilities.

38. Waste Hauler Reports (Rev 01-01-2007)

Waste hauler reports must be obtained and kept on file for a period of at least four years for any solid wastes from the wastewater pretreatment system and liquid wastes leaving the plant other than in the sewer system. These reports must be made available to representatives of the Districts upon request.

39. Equipment Changes (Rev 01-01-2007)

Engineering drawings for changes in equipment or processes must be submitted to the Districts through the local agency for approval before implementation.

**INDUSTRIAL WASTE SECTION**

1955 Workman Mill Road

Whittier, CA 90601

P.O. Box 4998

Whittier, CA 90607-4998

(562) 699-7411 Ext. 2900

FAX: (562) 908-4224

**SANITATION DISTRICTS OF LOS ANGELES COUNTY
INDUSTRIAL WASTEWATER DISCHARGE PERMIT DATA SHEET****SECTION 1: General Information**

Permit Number	22253	Facility ID	9254557
Permit Type	Industrial Waste - Standard	Parcel Number	7330-007-905
Facility Name	City of Carson	District	08
Facility Address	23800 S. Figueroa Street Carson, CA 90745	Thomas Bros. Grid	794/C2
Facility Permit Contact	Julio Gonzalez	Number of Employees	0
Telephone Number	310-952-1700		

Local Agency:	Los Angeles County Department of Public Works
Agency Address:	900 S. Fremont Avenue Alhambra, CA 91803

SECTION 2: Permit Status

Industrial Waste Discharge Permit Status	<u>APPROVED</u>
Approval Date	April 28, 2021
Expiration Date	January 16, 2024

SECTION 3: Flow Stream Information

Name	Type	Direction	Federal Regulation	Local Regulation
Sample Point: 22253A				
Stormwater and urban runoff diverted from Bond Issue Project 1201-Line A and two curb opening catch basins in Figueroa Street and West Sepulveda Boulevard.	Sewered Flow	Outgoing	403	IU Standard - All Others
Flow Stream Regulatory Notes: Federal Regulation: 40 CFR Part 403 General Pretreatment Regulations Local Regulation: IU Standard - All Others				

SECTION 4: Sample Point Information

Name	Description	Location Status	Location Type	Location Category
22253A	Below-ground sampling vault located on a side stream of the discharge line upgradient of the junction structure connecting to JO"D" Unit 1B in the southwest corner of the Carriage Crest Park.	Active-IW-Permit Required	Final Effluent	Noncategorical Significant
Point of Connection to Sewer: Connects to the Districts' JOD Unit 1B Trunk Sewer in Figueroa Street Physical Location: 23800 S. Figueroa Street, Carson, CA 90745				

SECTION 5: Self Monitoring Report (SMR) Requirements

Sample Location: 22253A (Below-ground sampling vault located on a side stream of the discharge line upgradient of the junction structure connecting to JO"D" Unit 1B in the southwest corner of the Carriage Crest Park.)			
SMR Requirement	Frequency	Sample Method	Units
Cadmium, Total	Semiannually	Composite	mg/L
Chromium, Total	Semiannually	Composite	mg/L
COD, Total	Semiannually	Composite	mg/L
Copper, Total	Semiannually	Composite	mg/L
Lead, Total	Semiannually	Composite	mg/L
Nickel, Total	Semiannually	Composite	mg/L
Oil & Grease	Semiannually	Grab	mg/L
pH	Semiannually	Grab	S.U.
Silver, Total	Semiannually	Composite	mg/L
Solids, Suspended	Semiannually	Composite	mg/L
Sulfide, Soluble	Semiannually	Grab	mg/L
Total Cyanide	Semiannually	Grab	mg/L
Zinc, Total	Semiannually	Composite	mg/L
Beginning date of next required SMR reporting period: July 01, 2021			

SECTION 6: Substance Limits

Sample Location: 22253A (Below-ground sampling vault located on a side stream of the discharge line upgradient of the junction structure connecting to JO"D" Unit 1B in the southwest corner of the Carriage Crest Park.)
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Substance Name	Regulation	Sample Method	At Any Time Maximum	At Any Time Minimum	Daily Average Maximum	Average Maximum - (Monthly Unless Otherwise Indicated)
pH	Federal	Composite		5.0 S.U.		
pH	Federal	Grab		5.0 S.U.		
pH	Local	Composite		6.0 S.U.		
pH	Local	Grab		6.0 S.U.		
Flash Point	Federal	Composite		60 Deg. C		
Flash Point	Federal	Grab		60 Deg. C		
Flash Point	Local	Composite		60 Deg. C		
Flash Point	Local	Grab		60 Deg. C		
Temperature	Local	Grab	140 Deg. F			
Solids, Suspended			No Limit			
Solids, Total Dissolved			No Limit			
Total Cyanide	Local	Composite	10 mg/L			
Total Cyanide	Local	Grab	10 mg/L			
Sulfide, Soluble	Local	Grab	0.1 mg/L			
Chloride			No Limit			
COD, Total			No Limit			
Oil & Grease			No Limit			
Arsenic, Total	Local	Composite	3 mg/L			
Arsenic, Total	Local	Grab	3 mg/L			
Cadmium, Total	Local	Composite	15 mg/L			
Cadmium, Total	Local	Grab	15 mg/L			
Chromium, Total	Local	Composite	10 mg/L			
Chromium, Total	Local	Grab	10 mg/L			
Copper, Total	Local	Composite	15 mg/L			
Copper, Total	Local	Grab	15 mg/L			
Lead, Total	Local	Composite	40 mg/L			
Lead, Total	Local	Grab	40 mg/L			
Mercury, Total	Local	Composite	2 mg/L			
Mercury, Total	Local	Grab	2 mg/L			
Nickel, Total	Local	Composite	12 mg/L			
Nickel, Total	Local	Grab	12 mg/L			
Silver, Total	Local	Composite	5 mg/L			
Silver, Total	Local	Grab	5 mg/L			
Zinc, Total	Local	Composite	25 mg/L			
Zinc, Total	Local	Grab	25 mg/L			
Aldrin	Local	Composite	10 ug/L			
Aldrin	Local	Grab	10 ug/L			
Dieldrin	Local	Composite	10 ug/L			
Dieldrin	Local	Grab	10 ug/L			
Endrin	Local	Composite	10 ug/L			

Endrin	Local	Grab	10 ug/L			
Toxaphene	Local	Composite	10 ug/L			
Toxaphene	Local	Grab	10 ug/L			
Total HCH	Local	Composite	10 ug/L			
Total HCH	Local	Grab	10 ug/L			
Total Detected Chlordanes	Local	Composite	10 ug/L			
Total Detected Chlordanes	Local	Grab	10 ug/L			
Total Detectable DDT	Local	Composite	10 ug/L			
Total Detectable DDT	Local	Grab	10 ug/L			
Total Detectable PCBs	Local	Composite	10 ug/L			
Total Detectable PCBs	Local	Grab	10 ug/L			

**** Indicates a 4 Day Average Limit**

Summary Substances and Their Constituent Substances - No Limits on Constituents Unless Listed Above		
Sample Location: 22253A		
Summary Substance: Total Detectable DDT		
p,p'-DDE	p,p'-DDD	p,p'-DDT
Summary Substance: Total Detectable PCBs		
Aroclor 1242	Aroclor 1254	Aroclor 1016
Aroclor 1221	Aroclor 1232	Aroclor 1248
Aroclor 1260		

SECTION 7: Flow Limits

Sample Location: 22253A (Below-ground sampling vault located on a side stream of the discharge line upgradient of the junction structure connecting to JO"D" Unit 1B in the southwest corner of the Carriage Crest Park.)					
Limit Type	Flow Data Type	Start Time	End Time	Flow Limit Value	Flow Units
Daily Average Flow Limit	Average			430,000	GPD
5-minute Peak Flow Limit	Maximum			15,300	gpm

SECTION 8: Pretreatment Equipment/Process

Pretreatment Process Name: Combustible Gas Monitoring	
Equipment Name	Equipment Type
LEL Sensor(1)-Required	Monitoring/Sampling
Pretreatment Process Name: Effluent Monitoring	
Equipment Name	Equipment Type
Digital Recorders (2)	Monitoring/Sampling
Magnetic Flow Meter	Flow Monitoring
Pretreatment Process Name: Solids Removal	
Equipment Name	Equipment Type
Curb-Opening Screens	Pretreatment
Hydrodynamic Separator	Pretreatment

SECTION 9: Program Requirements

Program Name	Status	Due Date	Approved Date	Plan Name
Combustible Gas System	Approved - Active		8/16/2018	Combustible Gas Monitoring
Flow Meter	Approved - Active			Flow Monitoring System
Rainwater	Approved - Active		8/16/2018	Low Flow Diversion System

SECTION 10: Submissions/Completions Requirements

Required Submissions/Completions	Due Date
<i>Not Applicable</i>	

Except as directed in permit requirement statements, all submissions and notifications of completions should be mailed to:

County Sanitation Districts of Los Angeles County
 Industrial Waste Section
 Karen Luo
 P.O. Box 4998
 Whittier, CA 90607-4998

Permit related questions should be directed to:

Karen Luo
 562-908-4288 Ext. 2914
 KLuo@lacsdsd.org

Flow Monitoring questions should be directed to:

Mohamed Bina
562-908-4288 Ext. 2958
mbina@lacsdc.org

SELF-MONITORING REPORTING SCHEDULE

Permittees required to submit self-monitoring reports per Section 5 of this Permit Data Sheet are subject to the following schedule:

SELF-MONITORING REPORTING SCHEDULE¹		
Analysis Frequency	Reporting Period	Due Date²
Annually	July 1 - June 30	July 15 (the following year)
Semi-annually	January 1 - June 30	July 15
	July 1 - December 31	January 15
Quarterly	January 1 - March 31	April 15
	April 1 - June 30	July 15
	July 1 - September 30	October 15
	October 1 - December 31	January 15
Monthly	Day 1 - Day 31 of the month	Day 15 (the following month)

¹The laboratory data sheet(s) for each analysis performed during the reporting period must be included with the Self-monitoring Report form. However, only the results from the most recent sample collected during the reporting period should be recorded on the Self-monitoring Report form.

²The Self-monitoring Report form may be submitted before the due date as long as the sample is taken during the appropriate reporting period.

SURCHARGE TEST REQUIREMENTS

Industrial users participating in the Sanitation Districts' Surcharge Program may be subject to additional self-monitoring requirements besides those specified in the permit conditions. Surcharge testing parameters include Chemical Oxygen Demand (COD) and suspended solids (SS). For companies that file Long Form Surcharge Statements, the testing frequency for COD and SS is based on flow as shown in the table below. Surcharge wastewater analyses must adequately represent the average daily discharge to the sewer system and the results must be submitted annually with the wastewater treatment surcharge statement in accordance with each year's "Instruction for Filing a Long Form Wastewater Treatment Surcharge Statement." **Surcharge test requirements are independent of the self-monitoring report requirements.**

<u>SURCHARGE TESTING FREQUENCY FOR COD AND SS</u> (Must be 24-hour Composite Samples)	
Yearly Cumulative Flow from Each Outlet (in million gallons)	Required Testing Frequency
Less than 15.00	1 sample per 3 months
15.01 to 40.00	1 sample per 2 months
40.01 to 100.00	2 samples per month
100.01 to 250.00	1 sample per week
More than 250.00	2 samples per week

Signature: *[Signature]* Date: 8/2/08
 Printed Name: [Name] Title: [Title]

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- ## SCOPE OF WORK

THOSE PORTIONS OF LOT 14 OF E. N. McDONALD SUBDIVISION, PART 8 OF THE 760 ACRES MARIA MACHADO DE POONA TRACT, SAN PEDRO, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, CALIFORNIA, AS PER MAP RECORDED IN BOOK 32, PAGE 10 OF THE PUBLIC RECORDS OF SAID COUNTY, AND THE PORTIONS OF LOTS 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830,

THE BASIS OF BEARING FOR THIS PROJECT IS THE BEARING OBSERVED AT THE NORTH-EASTLY CORNER OF THE COURTHOUSE AT CARNAIGE CREST PARK AND THE LOG ANGLE OF THE CURVE. THE PROJECT BEARS FROM THE INTERSECTION OF PUBLIC WORKS BEACHMARK IN THE MIDDLE OF THE INTERSECTION OF BEACHMARK ST. AND BEACHMARK BLVD. WHICH IS 22005.47°W.

LOS ANGELES DEPARTMENT OF PUBLIC WORKS
 1000 W. 12TH ST.
 LOS ANGELES, CALIF. 90057

BY ATTEST THAT I HAVE LOCATED AND REVIEWED THE PREVIOUS EDITIONS OF THIS STATEMENT REGARDING THE PRESENCE OF THE ABOVE NAMED PERSONS.

THE COUNTY COMMISSIONERS HAVE INFORMED ME THAT INVESTIGATION OF THE CAUSE OF QUINCY'S DEATH AND THE BURNING OF THE REMAINS OF NATIVE AMERICAN CHILDREN, THE DESCENDANTS FROM THE OCCUPIED NATIVE AMERICANS, HAVE MADE A RECOMMENDATION FOR THE HEALING OF THE WOUNDS OF THE PEOPLE OF THE COUNTY BY THE RECOGNITION OF THE HUMAN REMAINS AND AN ASSOCIATED ORAL HISTORY. THE LOCATION AND IDENTIFICATION OF ALL INDIVIDUALS RESPONSIBLE FOR THE MURDER, THE DESTRUCTION OF THE REMAINS OF NATIVE AMERICAN CHILDREN, AND THE ASSOCIATED ORAL HISTORY, IS THE RESPONSIBILITY OF THE COUNTY COMMISSIONERS. THE COUNTY COMMISSIONERS HAVE INFORMED ME THAT INVESTIGATION OF THE CAUSE OF QUINCY'S DEATH AND THE BURNING OF THE REMAINS OF NATIVE AMERICAN CHILDREN, THE DESCENDANTS FROM THE OCCUPIED NATIVE AMERICANS, HAVE MADE A RECOMMENDATION FOR THE HEALING OF THE WOUNDS OF THE PEOPLE OF THE COUNTY BY THE RECOGNITION OF THE HUMAN REMAINS AND AN ASSOCIATED ORAL HISTORY. THE LOCATION AND IDENTIFICATION OF ALL INDIVIDUALS RESPONSIBLE FOR THE MURDER, THE DESTRUCTION OF THE REMAINS OF NATIVE AMERICAN CHILDREN, AND THE ASSOCIATED ORAL HISTORY, IS THE RESPONSIBILITY OF THE COUNTY COMMISSIONERS.

[illegible]

TETRA TECH

PLANS PREPARED BY:

BENCHMARK:
LOS ANGELES DEPARTMENT OF PUBLIC WORKS
PLAN NO. 222-100-0000
LAQD PWD (AIR) IN OF NUNAK 11M (GARY)

3437 East Pointe Blvd.
Pasadena, CA 91102
Phone (818) 351-4300 FAX (818) 351-5281

CHARGE OF THE STAFF
CHARGE OF THE STAFF
CHARGE OF THE STAFF

ETRA TECH, INC.
ARSON FUSIBLE PEL FLS EW SP GROUP
11 TAIN FARM ROAD, SUITE 110 SAHILL OHS
PHONE (405) 542-4522

TETRA TECH, INC.
MAXEN KASSAR, PE
7700 VON KARMAN AVE., SUITE 500 RYAN, CA
92081 (949) 828-5200

ELIOT & NEHMER, INC.
ELIOT & NEHMER, INC., 111 D. DE
VALLEY VIEW, NEW YORK, N.Y. 10002

GENERAL INFO

100

OWN PROJECT LIMITS

DATE/TIME

IF IT CAN BE SHOWN THE PROPOSED CONSTRUCTION OF THE CONCEDED EASEMENTS SHALL BE NECESSARY FOR THE PROPOSED PROJECT, THE FOLLOWING PERMITS SHALL BE OBTAINED:

THE PROPOSED CONTINGENCY PLAN DOES NOT

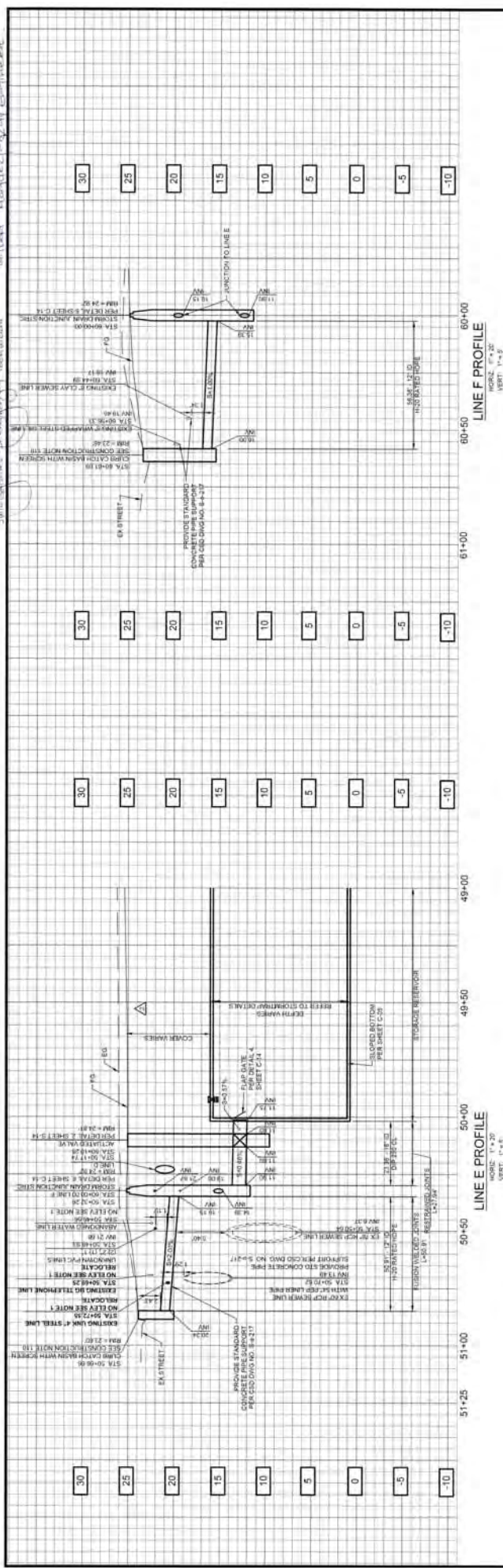
CONTRACTING PLANS MAY REQUIRE A SEPARATE REFERENCE ONLY AND SEPARATE DIFFERENTIALS.

ENGINEERING SERVICES DIVISION
WATER AND WASTE WATER TREATMENT DIVISION

TITLE SHEET

0103

Approved: *[Signature]* 11/8/18
 City of Carson, California



CONSTRUCTION NOTES

1. CONTRACTOR TO PROVIDE ALL UTILITY CROSSINGS AND CONNECTIONS. RELOCATION MAY BE REQUIRED.
2. ALL PROPOSED FACILITIES SHOWN TO BE MAINTAINED BY THE CITY OF CARSON.
3. CONTRACTOR TO PROVIDE TEMPORARY PIPE SUPPORT PER DETAIL 1.1 FOR ALL OTHER PIPE CROSSINGS.
4. CONTRACTOR TO PROVIDE TEMPORARY PIPE SUPPORT PER DETAIL 1.1 FOR ALL OTHER PIPE CROSSINGS.
5. CONTRACTOR TO PROVIDE TEMPORARY PIPE SUPPORT PER DETAIL 1.1 FOR ALL OTHER PIPE CROSSINGS.
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9. CONTRACTOR TO PROVIDE TEMPORARY PIPE SUPPORT PER DETAIL 1.1 FOR ALL OTHER PIPE CROSSINGS.
10. CONTRACTOR TO PROVIDE TEMPORARY PIPE SUPPORT PER DETAIL 1.1 FOR ALL OTHER PIPE CROSSINGS.

LEGEND

- STORAGE RESERVOIR LIMITS
- RIGHT-OF-WAY PROPERTY LINE
- POTHOLE NUMBER
- POTHOLE DEPTH (FEET)
- POTHOLE DRAINAGE

NOTES

1. CONTRACTOR TO PROVIDE ALL UTILITY CROSSINGS AND CONNECTIONS. RELOCATION MAY BE REQUIRED.
2. ALL PROPOSED FACILITIES SHOWN TO BE MAINTAINED BY THE CITY OF CARSON.
3. CONTRACTOR TO PROVIDE TEMPORARY PIPE SUPPORT PER DETAIL 1.1 FOR ALL OTHER PIPE CROSSINGS.
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CITY OF CARSON

ENGINEERING SERVICES DIVISION

CARSON STORMWATER AND RUNOFF CAPTURE PROJECT

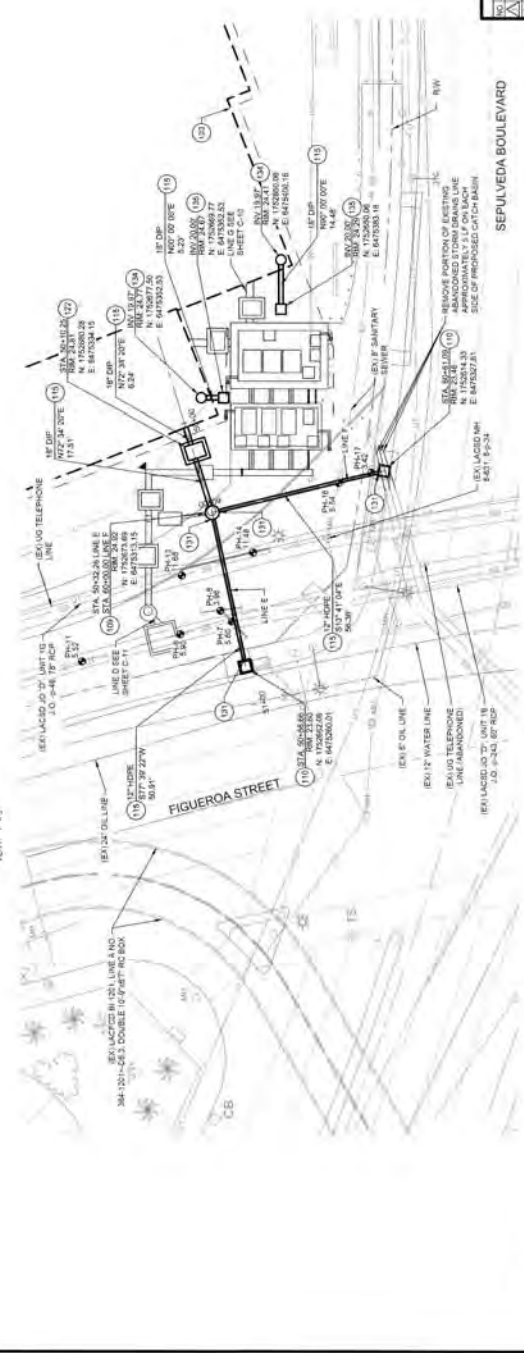
CARRIAGE CREST PARK-PROJECT NO. 1515

STORM DRAIN PLAN AND PROFILE IV

LINE E AND F

REVISION	DATE	APPROVED	BY	DATE
1	11/8/18	[Signature]	JEH	11/8/18

PROJECT NO. 1515-01-001
 SHEET 18 OF 83
 PLANNING C-12



TETRA TECH

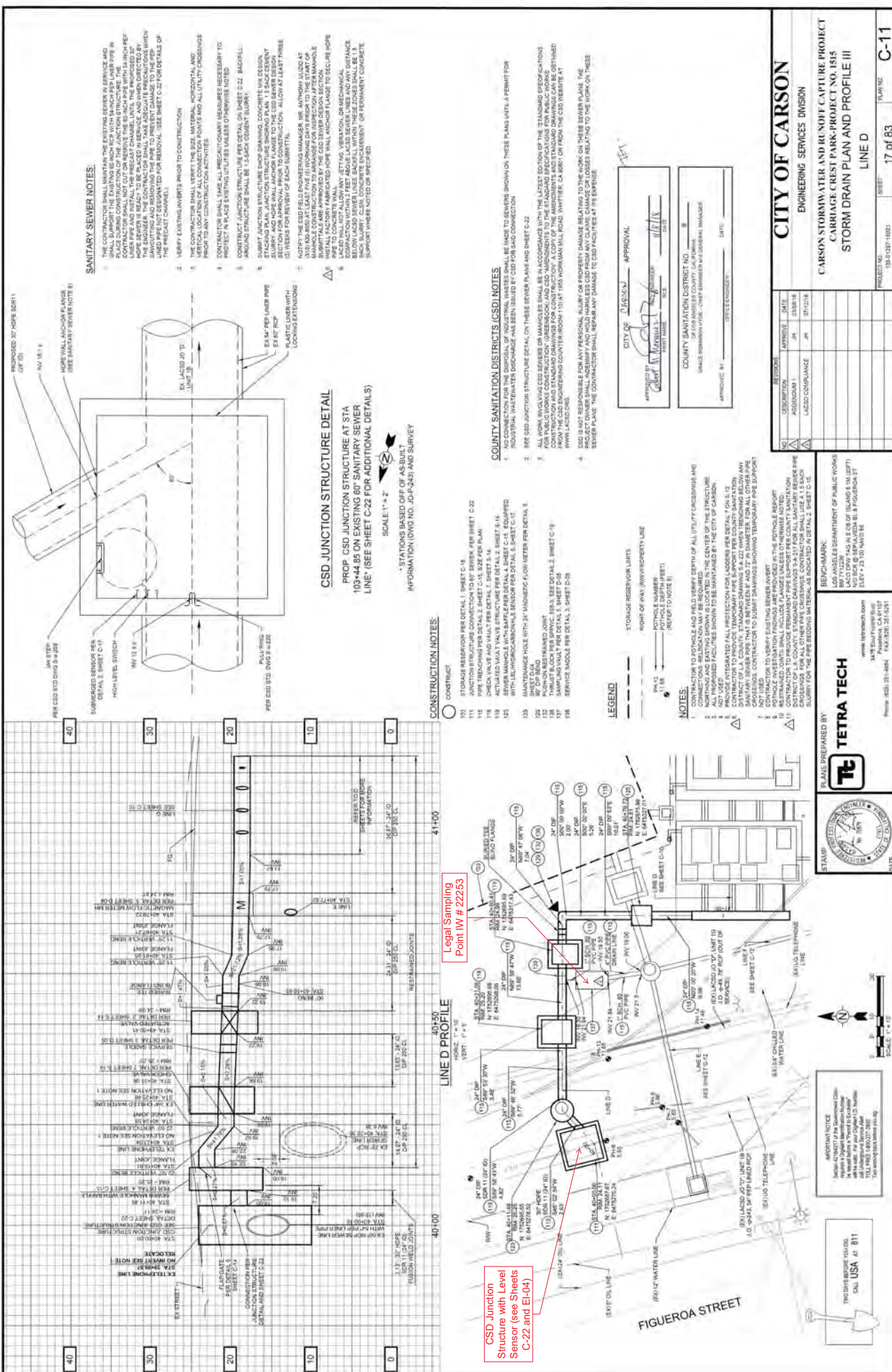
PLANS PREPARED BY

STAMP: [Professional Engineer Seal]

SCALE: 1" = 20'

IMPORTANT NOTES:
 See the City of Carson's Department of Public Works website for the latest information on the project.
 The City of Carson is not responsible for the accuracy of the information provided on this website.
 The City of Carson is not responsible for the accuracy of the information provided on this website.

TWO DAYS BEFORE FILING
 CALL USA AT 811



GENERAL NOTES

1. STANDARD CONFIGURATION IS SHOWN. ALTERNATE CONFIGURATIONS ARE READY AVAILABLE.
2. MANHOLE, SURGE, AND BACKFILL TO BE DESIGNED BY OTHERS.
3. PLAT TOPS AND BASE SLABS ARE DESIGNED FOR A MINIMUM OF 25 WHEEL LOADS.
4. ALL PRECAST CONCRETE COMPONENTS TO BE MANUFACTURED IN AN ACPA CERTIFIED PLANT.
5. ALL PRECAST CONCRETE COMPONENTS TO BE MANUFACTURED IN AN ACPA CERTIFIED PLANT.
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SECTION X-X
BENDS & TEES

2. THRUST BLOCK DETAIL

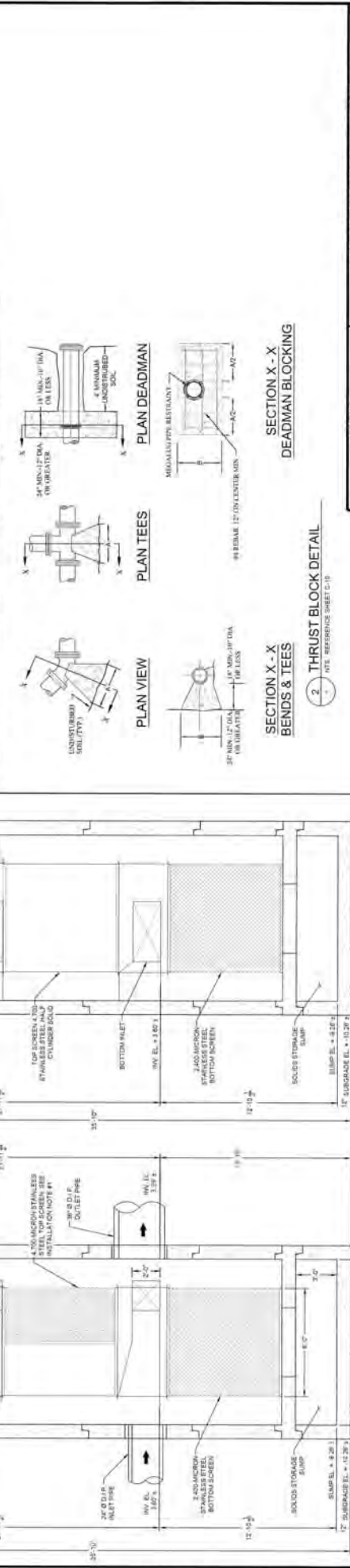
1. ALL DIMENSIONS ARE IN FRACTIONAL INCHES.
2. MANHOLE COMPONENTS CONFORM TO CURRENT SPECIFICATIONS. ASTM C-478 AND ASTM C-1191.
3. ALL PRECAST CONCRETE COMPONENTS TO BE MANUFACTURED IN AN ACPA CERTIFIED PLANT.
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10. ALL PRECAST CONCRETE COMPONENTS TO BE MANUFACTURED IN AN ACPA CERTIFIED PLANT.

COMPONENT DESCRIPTION	RESPONSIBLE PROVIDER	RESPONSIBLE INSTALLER
1. 24" D.I.P. INLET PIPE	GENEN	CONTRACTOR
2. 24" D.I.P. OUTLET PIPE	GENEN	CONTRACTOR
3. 24" D.I.P. INLET PIPE	GENEN	CONTRACTOR
4. 24" D.I.P. OUTLET PIPE	GENEN	CONTRACTOR
5. 24" D.I.P. INLET PIPE	GENEN	CONTRACTOR
6. 24" D.I.P. OUTLET PIPE	GENEN	CONTRACTOR
7. 24" D.I.P. INLET PIPE	GENEN	CONTRACTOR
8. 24" D.I.P. OUTLET PIPE	GENEN	CONTRACTOR
9. 24" D.I.P. INLET PIPE	GENEN	CONTRACTOR
10. 24" D.I.P. OUTLET PIPE	GENEN	CONTRACTOR

AREA OF TEES (SQ. FT.)	AREA OF 90° BENDS (SQ. FT.)	AREA OF 45° BENDS (SQ. FT.)	AREA OF 12.5° BENDS (SQ. FT.)	AREA OF THRUST BLOCKS (SQ. FT.)	AREA OF 12" DIA. THRUST BLOCKS (SQ. FT.)
0.38	2.1	1.6	2.1	2.4	1.2
0.38	2.1	1.6	2.1	2.4	1.2
0.38	2.1	1.6	2.1	2.4	1.2
0.38	2.1	1.6	2.1	2.4	1.2
0.38	2.1	1.6	2.1	2.4	1.2
0.38	2.1	1.6	2.1	2.4	1.2
0.38	2.1	1.6	2.1	2.4	1.2
0.38	2.1	1.6	2.1	2.4	1.2
0.38	2.1	1.6	2.1	2.4	1.2
0.38	2.1	1.6	2.1	2.4	1.2

NOTES:

- BASED ON 20 PSI STATIC PRESSURE PLUS A MINIMUM WATER HAMMER ALLOWANCE ASSUMING 100 PSI BEARING CAPACITY OF SOIL.
- ALL BEARING SURFACES TO BE CARRIED TO UNDISTURBED GROUND.
- THRUST BLOCKS TO BE USED AT ALL LINED OPERATIONS UNDER PRESSURE.
- THRUST BLOCKS TO BE USED AT ALL LINED OPERATIONS UNDER PRESSURE.
- THRUST BLOCKS TO BE USED AT ALL LINED OPERATIONS UNDER PRESSURE.
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PROJECT NO. 15-010-1001
SHEET 25 of 83
PLANNING C-19

CITY OF CARSON
ENGINEERING SERVICES DIVISION

CARRIAGE WATER AND RINOFF CAPTURE PROJECT
DETAILS VII

1. HYDRODYNAMIC SEPARATOR

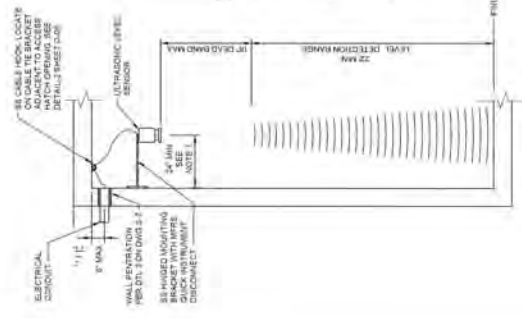
2. THRUST BLOCK DETAIL

3. SECTION X-X BENDS & TEES

4. SECTION X-X DEADMAN BLOCKING

1. ALL DIMENSIONS ARE IN FRACTIONAL INCHES.
2. MANHOLE COMPONENTS CONFORM TO CURRENT SPECIFICATIONS. ASTM C-478 AND ASTM C-1191.
3. ALL PRECAST CONCRETE COMPONENTS TO BE MANUFACTURED IN AN ACPA CERTIFIED PLANT.
4. ALL PRECAST CONCRETE COMPONENTS TO BE MANUFACTURED IN AN ACPA CERTIFIED PLANT.
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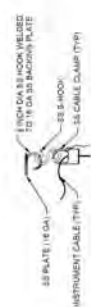


1 ULTRASONIC LEVEL SENSOR - ELEVATION
SCALE: NTS

1. CONTRASTOR SHALL COORDINATE THE POSITION OF THE ULTRASONIC LEVEL SENSOR TO COMPLY WITH THE MANUFACTURER'S REQUIREMENTS FOR CLEARANCE FROM WALLS AND OTHER WELL FEATURES THAT MAY INTERFERE WITH THE OPERATION OF THE SENSOR.
2. THE ULTRASONIC LEVEL SENSOR SHALL BE MOUNTED TO THE PAIRING AND MOUNTING LOCATION OF THE HINGED MOUNTING BRACKET TO FINELY ARTICULATE BETWEEN THE HORIZONTAL DISEMBARK POSITION TO THE VERTICAL ACCESS POSITION WITHOUT INTERFERENCE WITH THE PASSENGER'S COMFORT OR DRIVING OF OTHER WELL COMPONENTS.
3. THE ULTRASONIC LEVEL SENSOR SHALL BE MOUNTED TO THE HINGED MOUNTING BRACKET WITH CHINA-SPRAY YELLOW PORE DRESS.



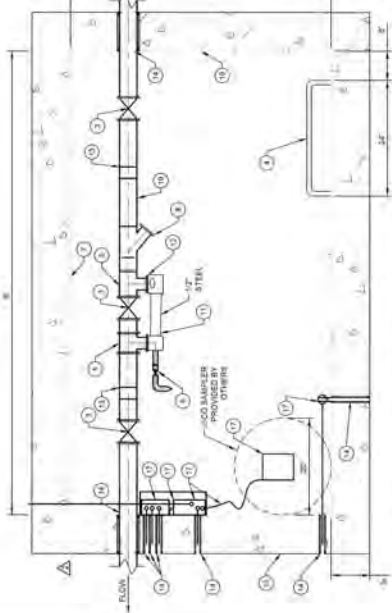
PLAN (INVERTED)



SECTION

- NOTES:**
- 1) CONTRACTOR SHALL COORDINATE THE NUMBER OF CABLE TIES WITH THE APPROVED RETIRED EQUIPMENT REQUIREMENTS PLUS ONE
- 2) MAKE FUTURE
- 3) EPOXY COAT CABLE TIE BRACKET WITH CORAL SAFETY YELLOW PER 20000

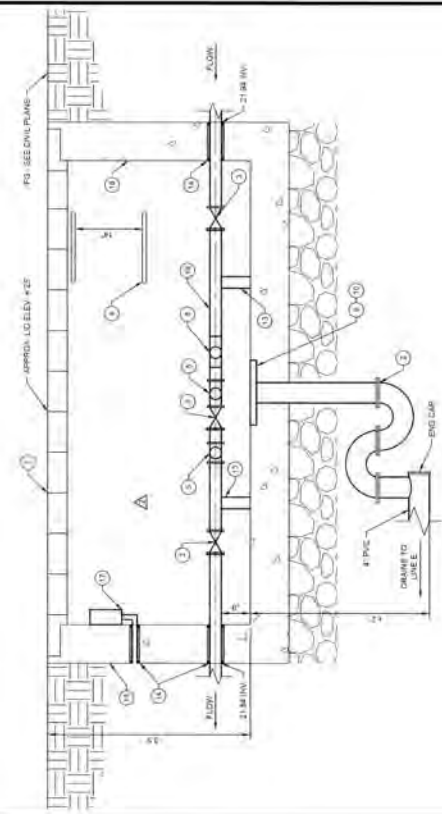
2 CABLE TIE BRACKET
SCALE INTS



Δ 5 SAMPLING VAULT PLAN
SCALE: NTS

- | | | | | | | |
|---|----|----|----|----|----|----|
| CONSTRUCTION NOTES: | 11 | 12 | 13 | 14 | 15 | 16 |
| 1 NOT USED | | | | | | |
| 2 PVC STRAP | | | | | | |
| 3 1" FPT LEAD FREE BRONZE BALL VALVE | | | | | | |
| 4 3/4" INSULATED ALUMINUM WALL LATCH (SEE SPECIFICATIONS) | | | | | | |
| 5 1/2" DIA. CONCRETE TO SHIMMING BLOCK | | | | | | |
| 6 1/2" DIA. CONCRETE TO SHIMMING BLOCK | | | | | | |
| 7 1/2" DIA. CONCRETE TO SHIMMING BLOCK | | | | | | |
| 8 1/2" DIA. CONCRETE TO SHIMMING BLOCK | | | | | | |
| 9 1/2" DIA. CONCRETE TO SHIMMING BLOCK | | | | | | |
| 10 1/2" DIA. CONCRETE TO SHIMMING BLOCK | | | | | | |

A 4 SAMPLING VAULT - ELEVATION
SCALE: 1/8" = 1'-0"



A 4 SAMPLING VAULT - ELEVATION
SCALE: 1/8" = 1'-0"

[illegible]

CITY OF CARSON
ENGINEERING SERVICES DIVISION

CARSON STORMWATER AND RUNOFF CAPTURE PROJECT
CARRIAGE CREST PARK - PROJECT NO. 1515
PUMP STATION DETAILS II

56 of 83	PLAN NO.	D-05
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56 of 83

PROJECT NO. 135-B-2071

1	2
3	4

1103

1

1

949-251-5291

0870-1671(2005)

1

[illegible]

STATE OF CALIFORNIA

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Exhibit 6
Amendment No. 1 to the Stormwater Project Services Agreement
between the City and District

AMENDMENT NO. 1**TO STORMWATER PROJECT SERVICES AGREEMENT**

THIS AMENDMENT TO THE STORMWATER PROJECT SERVICES AGREEMENT ("Amendment") by and between the CITY OF CARSON ("City") and COUNTY SANITATION DISTRICT NO. 2 of LOS ANGELES COUNTY ("District") is effective as of the 14th day of January, 2020.

RECITALS

A. City and District entered into that certain Stormwater Project Services Agreement dated July 19, 2016 ("Agreement") whereby District agreed to support planning, design, and construction management for Project No. 1515 – Carson Stormwater Capture Facility at Carriage Crest Park ("Project").

B. The Project funding in the amount of \$13 Million Dollars was secured from Caltrans through a Cooperative Implementation Grant Program Agreement ("Grant Program Agreement") between Caltrans and the City. Under the Agreement, the Parties intended that work performed under the Agreement would be paid for by the City which would apply for reimbursement under the Grant Program Agreement.

C. The Agreement provided for the City to reimburse the District for its services on a time and material basis an amount not-to-exceed \$2,851,000 from the Grant Program Agreement funds. District's hourly rates are attached to the Agreement as Exhibit 2 to the Cooperative Implementation Agreement, which is in turn attached to the Agreement as Exhibit 1.

D. The Project commenced in July 2016 and included project planning; providing assistance with CEQA requirements, coordination and permitting with Los Angeles County Flood Control for connection to their storm drain system, coordination and permitting with the Districts for connection to the sanitary sewer system, and identifying funding sources; and using the District-contracted Tetra Tech, Inc (Tetra Tech) to performing preliminary design, detailed design, and the preparation of construction drawings and technical specifications for the Project.

E. The construction of the Project commenced in May 2018 and included the construction of a stormwater diversion and capture system, using OHL, Inc. as the contractor, StormTrap, LLC for the storage units, and the District-contracted Tetra Tech, Inc. ("Tetra Tech") for construction management.

F. The construction was initially expected to be completed in December 2019.

G. Due to early construction challenges, construction of the Project has been significantly delayed, with an expected completion date not earlier than September 2020. The challenges to construction include:

- Rain Delays. Due to significant rainfall during the winter months of 2018 and 2019, the Project has experienced approximately 50 days of delay due

to unusually rainy conditions, and additional time to pump out the rainwater and to allow the soil to dry.

- Shoring: Due to movement at the main excavation area, additional time was required to perform remedial actions to stabilize the shoring system.
- Soil variability: Due to contaminated soil discovered during excavation which did not initially appear during boring, additional time is required for additional soil testing and hazardous waste management.

H. The District is requesting that the authorized maximum cost be increased by approximately \$925,000 for the additional services to be provided for the extended Project period, including but not necessarily limited to construction management work, geotechnical work, submittal review, excavation monitoring, and special inspection costs. The extended Project period may include other additional time caused by additional rain delays, additional soil contamination, and conflicts with existing utilities

I. City expects to receive more than two million dollars (\$2,000,000) in municipal return funds by Summer of 2020 from Los Angeles County's Safe Clean Water Program, passed as "Measure W" by the voters in November of 2018, some of which may be used for project costs under this Amendment. City may also apply for Regional funds under the Safe Clean Water Program's competitive process for future expenditures for this project.

J. City and District now desire to amend the Agreement to increase the total not-to-exceed compensation by \$925,000 for the services to be provided by District.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein.

(a) Section E, is hereby revised as follows (additions in ***bold italics***, deletions in ~~strikethrough~~)

The Parties intend by this Agreement for the District to provide or oversee design, environmental review, and permitting support for the Project. The District may also provide or oversee construction management services to the City for the Project. The Parties intend that all work performed under this Agreement will be paid for by the City, which will apply for reimbursement under the Caltrans Agreement, ***and which will use Los Angeles County's Safe Clean Water Program municipal return funds, as well as regional funds if awarded.***

(b) Section 4, Deposit and Payment, is hereby revised as follows (additions in ***bold italics***, deletions in ~~strikethrough~~):

The City shall pay the District on a time-and-material basis, not to exceed ***\$3,776,000*** ~~\$2,851,000~~ without further authorization from

the City of Carson. The City ~~shall deposit~~ **deposited** with the District an initial payment of \$250,000 to be used toward any allowable costs of the Project.

2. **Continuing Effect of Agreement.** Except as amended by this Agreement, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and District each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

District represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to District that, as of the date of this Amendment, District is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

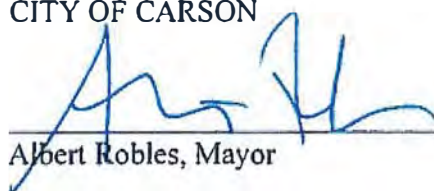
4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. **Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this 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.

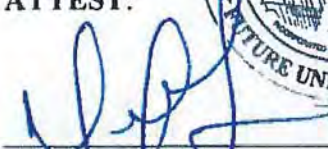
[SIGNATURES OF FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

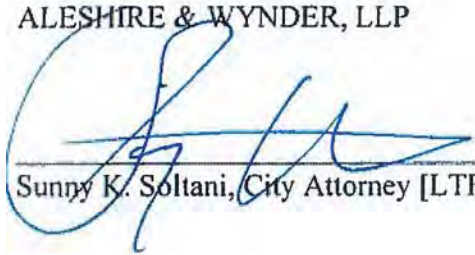
CITY:
CITY OF CARSON


Albert Robles, Mayor

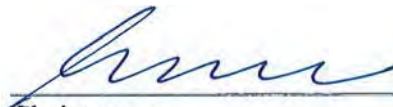
ATTEST:


Donesia Gause-Aldana, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP


Sunny K. Soltani, City Attorney [LTF]

DISTRICT:
COUNTY SANITATION DISTRICT NO. 2 OF
LOS ANGELES COUNTY


Chairperson

ATTEST:


Kimberly S. Christensen

APPROVED AS TO FORM:

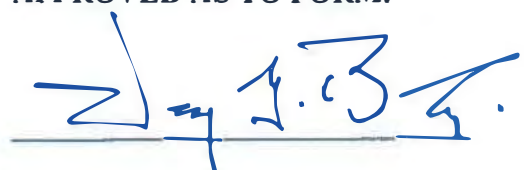

J. I. B. S.

Exhibit 7. Districts' Cost Schedule for FY 2021-22

<u>Position</u>	<u>Hourly Rate (\$/hr)</u>
Division Engineer	228
Supervising Engineer	196
Senior Engineer	177
Civil Engineer	160
Engineering Associate	150
Engineering Technician	101
Secretary	83
Senior SCADA Coordinator	148
Senior Electrical and Instrumentation Technician	132
Electrical and Instrumentation Technician	125
Asset Management Technician	122
Senior Mechanic	120
Lead Maintenance and Construction	113
Vacuum Truck Driver	97
Maintenance & Construction Worker	90
Treatment Plant Operator I	108
Treatment Plant Operator II	120
Supervising Treatment Plant Operator	146

Labor billing rates are subject to readjustment by the Sanitation Districts' Chief Engineer and General Manager no more frequently than annually to reflect the cost of such service. Revised rates will become effective on the first day of the month following notification that rates have been revised.