



Legislation Text

File #: 2024-0601, Version: 1

Report to Carson Reclamation Authority

Monday, July 01, 2024

Discussion

SUBJECT:

CONSIDER AUTHORIZING EXECUTIVE DIRECTOR TO ENTER INTO A PRECONSTRUCTION AGREEMENT WITH SL CARSON BUILDERS, LLC ("SLCB") FOR SERVICES RELATED TO THE CONSTRUCTION OF LENARDO ROAD ON THE FORMER CAL-COMPACT LANDFILL, IN AN AMOUNT NOT TO EXCEED \$250,000

I. SUMMARY

The Carson Reclamation Authority ("CRA") is obligated to construct Lenardo Road and associated infrastructure on the Former Cal-Compact Landfill to facilitate the private development of the landfill cells. The CRA is negotiating an amendment to the Development Management Agreement with RE|Solutions, LLC ("RES") whereby RES creates a new task order with SLCB to undertake the construction of the road under the existing set of contracts that date from 2018.

While the revisions to the RES contract are still being drafted, the CRA and SLCB have explored good faith efforts to assist the CRA in accelerating and expediting the subcontract bid process, which ordinarily would be Task Order 1 under RES. RES, under its Site Management activities, is still working on marshalling the civil engineering designs through the approval process, as well as working with the site utilities and other regulators, to arrive at a set of final documents for bidding by SLCB to the construction trades and subcontractors.

The Preconstruction Agreement speeds up the overall process because it would allow SLCB to perform certain necessary tasks concurrently with RES's activities, rather than after the CRA/RES amendment is fully negotiated. As a result, it will help the CRA keep to its schedule better. Separately, Carson Goose Owner, LLC ("CGO") will reimburse the CRA for these pre-construction costs through its Reimbursement Agreement with the CRA, to be offset from its infrastructure contribution made at closing.

II. RECOMMENDATION

1. **AUTHORIZE** EXECUTIVE DIRECTOR TO ENTER INTO A PRECONSTRUCTION AGREEMENT WITH SL CARSON BUILDERS, LLC ("SLCB") FOR SERVICES RELATED TO THE CONSTRUCTION OF LENARDO ROAD ON THE FORMER CAL-COMPACT LANDFILL, IN AN AMOUNT NOT TO EXCEED \$250,000, IN A FORM ACCEPTABLE TO THE AUTHORITY COUNSEL

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III. ALTERNATIVES

TAKE another action the Board deems appropriate.

IV. BACKGROUND

In response to a request from the CRA in an effort to move the construction of Lenardo more quickly (with sacrificing necessary steps), SLCB proposed a Scope of Work with a not-to-exceed budget of \$248,888.00 to perform the preconstruction needed services to prepare trade subcontractor bid packages and solicit trade bids for the work related to the District at South Bay Lenardo Street Improvement work.

Based on a mutually agreeable Preconstruction Agreement between the CRA and SLCB, SLCB will proceed to assemble the necessary staff and perform the agreed-upon preconstruction scope of services, as outlined in Exhibit 1, "DRAFT Preconstruction Agreement."

The Scope of Work is included in the DRAFT Preconstruction Agreement. The Agreement also provides that SLCB will be reimbursed by CRA for all actual costs incurred by one of the following methods:

1. The execution of the amended and restated Master Agreement and Work Orders for Civil Improvements between RES and SLCB, currently under negotiation and payment to SLCB through RE Solutions, or
2. In the absence of the execution of the above, via this SL Carson Builders DRAFT Preconstruction Agreement (in a form acceptable to the Authority Counsel) and Scope of Services and payment direct from CRA to SLCB.
3. SLCB shall invoice for its actual preconstruction services rendered upon execution of either 1 or 2 above.
4. SLCB understands that funds are available to CRA from the Measure R and Measure M Bond funds currently being held in a trustee account within the City of Carson and set aside for the specific use for the Lenardo Street Improvement work for which its services can be included.
5. Finally, under this Preconstruction Agreement, SLCB will not enter into any

preconstruction agreements, mobilize to the site nor award trade subcontracts and commence trade procurement.

V. FISCAL IMPACT

The Compensation to be paid to SLCB shall be on a Time & Material basis not exceeding the contract amount (\$248,888.00) without prior written authorization by way of Change Order to this Agreement. Separately, CGO will reimburse the CRA for these pre-construction costs through its Reimbursement Agreement with the CRA, to be offset from its infrastructure contribution made at closing, or the CRA may choose to pay for the services in a manner described in the section above.

VI. EXHIBITS

1. DRAFT Preconstruction Agreement (pgs. 4-12)

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