



AGENDA

REGULAR MEETING OF THE CARSON RECLAMATION AUTHORITY

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

CALL TO ORDER: CARSON RECLAMATION AUTHORITY

ROLL CALL:

CLOSED SESSION (NONE)

ORAL COMMUNICATIONS – CLOSED SESSION ITEMS ONLY

ANNOUNCEMENT OF CLOSED SESSION ITEMS

RECESS INTO CLOSED SESSION

RECONVENE: OPEN SESSION

REPORT ON CLOSED SESSION ACTIONS

FLAG SALUTE:

INVOCATION:

INTRODUCTIONS:

ORAL COMMUNICATIONS – MEMBERS OF THE PUBLIC (LIMITED TO ONE HOUR)

The public may address the members of the Carson Reclamation Authority on any matters within the jurisdiction of the Carson Reclamation Authority or on any items on the agenda of the Carson Reclamation Authority, other than closed session matters, prior to any action taken on the agenda. Speakers are limited to no more than three minutes, speaking once. Oral communications will be limited to one(1) hour unless extended by order of the Chair with the approval of the Authority Board.

APPROVAL OF MINUTES: (NONE)

CONSENT (ITEM 1)

These items are considered to be routine items of AUTHORITY business and have, therefore, been placed on the CONSENT CALENDAR. If AUTHORITY wishes to discuss any item or items, then such item or items should be removed from the CONSENT CALENDAR. For items remaining on the CONSENT CALENDAR, a single motion to ADOPT the recommended action is in order.

Item No. 1. 2015-534 APPROVAL OF CHANGE ORDERS BY THE CARSON RECALAMATION AUTHORITY PURSUANT TO THE TERMS OF A SETTLEMENT AGREEMENT BETWEEN THE SUCCESSOR AGENCY, CARSON MARKETPLACE LLC, THE CITY AND THE CARSON RECLAMATION

Recommendation: Staff is suggesting that Change Orders 200, 207 and 208 be approved at 85% of the requested amount. This will allow Tetra Tech to begin work on the various items, while allowing time for the environmental consultant to work with Tetra Tech and the CRA staff to review and refine the work program for these items. The Board should communicate to Tetra Tech the need for cost-effective remediation activities on the site and that the Board will be examining various areas for cost savings.

SPECIAL ORDERS OF THE DAY (NONE)

Public testimony is restricted to three minutes per speaker, speaking once (excepting applicants who are afforded a right of rebuttal, if desired), unless extended by order of the Chair with the approval of the Authority.

DISCUSSION (ITEMS 2-3)

Item No. 2. 2015-535 ADOPTION OF THE FISCAL YEAR 2015/16 CARSON RECLAMATION AUTHORITY BUDGET, RESOLUTION NO. 15-03-CRJPA

Recommendation: WAIVE further reading and ADOPT RESOLUTION No. 15-03-CRJPA, "A RESOLUTION OF THE CARSON RECLAMATION JOINT

POWERS AUTHORITY ADOPTING THE FY 2015/16 BUDGET AND APPROVING APPROPRIATIONS FOR THE 2015/16 FISCAL YEAR.

Item No. 3. 2015-546

APPROVE AGREEMENT FOR ENVIRONMENTAL CONSULTING SERVICES BETWEEN CARSON RECLAMATION AUTHORITY AND SCS ENGINEERS

Recommendation: APPROVE Agreement for Consulting Services between Carson Reclamation Authority and SCS Engineers and AUTHORIZE Mayor to execute such Agreement in substantially of the same form as attached hereto upon approval as to form by the City Attorney at a cost not to exceed \$300,000.

ORDINANCE SECOND READING (NONE)

ORAL COMMUNICATIONS (MEMBERS OF THE PUBLIC)

The public may at this time address the members of the Carson Reclamation Authority on any matters within the jurisdiction of the Carson Reclamation Authority. No action may be taken on non-agendized items except as authorized by law. Speakers are requested to limit their comments to no more than three minutes each, speaking once.

MEMBER REQUESTS TO ADD ITEMS TO FUTURE AGENDAS:

ORAL COMMUNICATIONS (AUTHORITY MEMBERS)

ANNOUNCEMENT OF UNFINISHED OR CONTINUED CLOSED SESSION ITEMS (AS NECESSARY)

RECESS TO CLOSED SESSION

RECONVENE TO OPEN SESSION

ADJOURNMENT



File #: 2015-534, Version: 1

Report to Carson Reclamation Authority

Tuesday, July 07, 2015

Consent

SUBJECT:

APPROVAL OF CHANGE ORDERS BY THE CARSON RECALAMATION AUTHORITY PURSUANT TO THE TERMS OF A SETTLEMENT AGREEMENT BETWEEN THE SUCCESSOR AGENCY, CARSON MARKETPLACE LLC, THE CITY AND THE CARSON RECLAMATION AUTHORITY

I. SUMMARY

On May 5, 2015 the Successor Agency, the Carson Reclamation Authority (“CRA”), the City and Carson Marketplace LLC approved a settlement agreement to avoid delays and disputes regarding the remediation, disposition and future development of the former Boulevards at South Bay project. The settlement agreement included an updated financial plan which provided for a \$50.5 million bond issue to fund remediation and infrastructure on the 157-acre site. At the May 5th meeting the CRA also took title the site for the purposes of completing the remediation. The CRA is responsible for remediation expense up to \$80.5 million, which is the amount of the redevelopment funding available. Some \$30 million is on hand in a trust account and the new bond issue of \$50.5 million provides the balance of the remediation funds.

Carson Marketplace entered into a “fixed price” agreement with Tetra-Tech in 2007 to complete the remediation over a 39 month period of time. Carson Marketplace LLC found it necessary to slow down the project due to the Great Recession and lack of commercial tenants for the development. The landfill gas collection system needed to be designed based on the location and size of the approved buildings on the site. With the commercial plan on hold, the developer and Tetra Tech developed a “change order” system for the management on the former landfill. The CRA is now resuming the remediation project, pending the resolution of the final site plan for the property.

Cardinal Calvary, representing the San Diego Chargers and the Oakland Raiders, are currently working with the NFL to relocate the teams to the 157-acre property and to construct a new stadium. The property is technically held by Carson Holdings. The NFL’s decision expected to be made in March of 2016. The CRA, Tetra Tech and Carson Holdings have agreed to certain remediation activities from April 1, 2015 until March 31, 2016. These actions have been ordered by the Department of Toxic Substance Control

(DTSC) and include such actions as starting up the landfill gas recovery system on July 7th. The costs of operating this system will initially start at \$65,000 per month and could grow to \$100,000 per month after the completion of the system. Two months of the start-up costs will be funded through the AIG trust fund as construction related activities. The CRA will be responsible for the operational costs beginning September 8th.

The parties developed a “rough magnitude estimate” of the costs of the site maintenance, extension and operation of the landfill gas system as required by DTSC, closure of certain windows in the landfill liner for the April 1st through March 31st time period. The CRA approved this estimate as part of the Board’s May 5th actions. Tetra Tech will be required to submit monthly invoices, which will be reviewed by the CRA staff and CRA Board prior to payment. The CRA Board approved a contract with John Gebhardt on June 16th to serve as the project manager to assist staff in reviewing the invoices. It is important to note that the monthly invoices may vary from the estimate approved under the settlement agreement, based on actual costs incurred on the site.

City staff and CRA staff met with Tetra Tech on June 22nd to discuss the budget issues for the next nine month period and to establish a process for the payment of the invoices. Tetra Tech has submitted to the Board the following Change Order Requests:

COR 200 - \$732,128 - Project Management (covers administration and office staff, site office rental costs, equipment and vehicle rentals, utilities, waste management, computer and IT services)

COR 207 - \$47,535 - Closure of windows and water proofing of vaults (4 foot square windows were left open in the landfill membrane to allow for the location of future piles. The windows need to be closed by membrane welding as part of the start-up of the landfill gas collection system).

COR 208 - \$91,490 - Construction management of for the landfill gas system (construction of LFG system in Cells A3 and A5 per DTSC order, construction management and quality assurance, relocation of geosynthetic material for construction of the LFG system)

II. RECOMMENDATION

Staff is suggesting that Change Orders 200, 207 and 208 be approved at 85% of the requested amount. This will allow Tetra Tech to begin work on the various items, while allowing time for the environmental consultant to work with Tetra Tech and the CRA staff to review and refine the work program for these items. The Board should communicate to Tetra Tech the need for cost-effective remediation activities on the site and that the Board will be examining various areas for cost savings.

III. ALTERNATIVES

TAKE another action the Authority Board deems appropriate.

IV. BACKGROUND

CRA staff will perform the initial review of the invoices, with assistance from the CRA’s environmental/engineering consultants. The invoices would be sent on to the City staff for

review and scheduling for the CRA board approval. The settlement agreement specifies that the CRA has 30 days to review the invoices and to request additional information. Thee invoices are considered approved if no objections are raised in the 30 day period.

Concerns have been expressed about the costs of the remediation project. Some of the costs are due to the delayed schedule. However, the CRA staff, City staff and Tetra Tech discussed that the Board can renegotiate change orders and that the contract can be amended if more cost effective solutions are found during the nine month period of time authorized in these change order requests. There are several areas for costs savings that the CRA staff would like to explore, including site security, stormwater pollution prevention planning and site maintenance activities and the need to pay prevailing wage for certain maintenance activities. The CRA will be retaining an environmental/engineering consultant to assist in the review of the invoices for areas of cost savings. Tetra Tech and the staff are exploring costs savings in the use of reclaimed water for site activities for irrigation, dust control and land fill cover watering. Another cost saving option being explored is the rental of temporary irrigation to replace the manual watering of the landfill cover.

V. FISCAL IMPACT

VI. EXHIBITS

Prepared by: CRA Staff/John Raymond



TETRA TECH, INC.
 20400 Main Street
 Carson, CA 90745
 Telephone: (310) 965-0137
 Fax: (310) 965-0273

CHANGE ORDER REQUEST: BSB CPF COR-207

Request Date: 10-Jun-15

Revised

Revised

Project Title: Boulevards at South Bay, Fixed Price Design and Construction Environmental Assurance Agreement
Project No.: T21868
Client: Carson Reclamation Authority (CRA), 701 E. Carson St. Carson, CA 90745
Client Contract: Sunny Soltani - c/o ALESHIRE & WYNDER, LLP

Purpose and Description of this change order request:

Due to the further extension of the project schedule, a change order to reimburse Tetra Tech for two Tasks: 1) waterproof some of the LFG vaults which are collecting significant surface and rain runoff water and 2) close two windows/cutouts in the geomembrane liner that was preinstalled for the purpose of future light standard or other support piles, is required. A change order request BSB CPF COR-107 to carryout these two tasks was submitted to the previous owner Carson Marketplace and was never approved. However, the ownership has now changed to the Carson Reclamation Authority (the "CRA") and it is understood that the project will be on hold for approximately 12 months beginning April 1, 2015, until a new development plan is finalized. A rough order of magnitude estimate for the period from 4-1-15 to 3-31-16 was submitted and approved by the Carson Reclamation Authority as part of a three-way letter agreement between the CRA, Tetra Tech and Carson Holdings, LLC, dated 5-18-2015. This change order request BSB CPF COR-207 is to carryout these two tasks. **Task 1** - It was planned that pavement and rain runoff controls would be placed over the completed landfill cap in parking lot areas as development progressed in the original schedule, and therefore surface runoff would not infiltrate the vaults. However, in the present condition as there is no pavement and there is inadequate surface runoff controls in place, surface water is seeping in to at least 4 of the 28 LFG vaults installed to date. In an effort to prevent water getting into the vaults, Tt is planning to regrade the areas and install a waterproof liquid boot system around 4 of these vaults (1,2,3,8,9,10,11 and 13), several of which had upto several feet of rain water in them. It is believed, this is the most efficient way of correcting the water intrusion problem. **Task 2** - As part of the original design coordination process with DTSC and CM, it was decided to provide "membrane windows" through which a future pile would be placed to support light poles or fire hydrants. These were 4 ft square areas that were left open and unlined and would be later sealed under a future change order after the support pile is constructed. However, part way through the construction of the landfill cap, the decision was made by the previous owner to not construct the membrane windows since the development plan was changing and to seal those already constructed by welding membrane to close the window. All but two of the windows in the liner were closed before backfilling was conducted. These are two windows in the liner in cell A3.1 at the bottom of swales 11 and 13 where piles to support the hydrants were planned. These were not closed previously because the backfill was already placed. Tetra Tech is proposing to close these windows now to complete the landfill cap installation per DTSC approved

Examples of Scope of Work included:

See attached Scope of Work for installing the liquid boot system and the closure of the windows in the liner.

Other Terms & Conditions:

1. Payment schedule shall be based on unit rates as listed in attached cost estimate table. The attached table is an estimate only. Tetra Tech shall be reimbursed based on actual cost plus 5% fee.

Payment Terms:

Payment for this Change Order shall be made directly to Tetra Tech by CRA and not deposited into the Design and Construction Trust Account. Tetra Tech shall invoice the work on a monthly basis. In other respects payment terms will be in accordance with Section VIII.A.5 of the Fixed Price Design and Construction Environmental Assurance Agreement. This means that Client shall have 30 days after receipt of the Request for Payment to submit any written objection to the payment to Contractor. If no objection is received within this period, Client shall make the payment to Contractor within 7 days after the close of the 30-day Review Period, less any Retention Amount, as per Section VIII.A.5. Any portion of a disputed Request for Payment not in dispute, less the 15% Retention Amount, shall be paid to Contractor by Client.

CHANGE TO CONTRACT AMOUNT (see attached back-up):

| | Total | Amount of the Fixed Price Allocated to the AIG EPP Services | Amount of the Fixed Price Allocated to the Contractor Guaranteed Services |
|--|-------------------|---|---|
| Original 12/31/07 amount from Design and Construction EAA | \$ 118,556,968 | \$ 11,852,156.00 | \$ 106,704,813.00 |
| Amounts as adjusted by Amendment 3 to D-C EAA | \$ 122,658,026.00 | \$ 11,852,156.00 | \$ 110,805,870.00 |
| Total amount of previous approved change orders (see att \$ 23,175,835 | | | |
| Updated amount | \$ 145,833,861 | \$ 11,852,156.00 | \$ 133,981,705.42 |
| Amount of this "Cost plus fee " change order \$ 47,335 | | | |
| New amount with this change order | \$ 145,881,196 | \$ 11,852,156.00 | \$ 134,029,040.44 |

CHANGES TO THE REMEDIATION SCHEDULE (to Contractor Completion Dates and all Contractor Critical Path Milestones):

| Contractor Completion Dates | First Cell HRE Completion Date | 3rd Cell HRE Completion Date | 5th Cell HRE Completion Date | HRA Completion Date |
|---|--------------------------------|------------------------------|------------------------------|---------------------|
| Original Completion Dates | TBD | TBD | TBD | TBD |
| Currently Approved Completion Dates | TBD | TBD | TBD | TBD |
| Change to Completion Dates in Calendar Days | 0 | 0 | 0 | 0 |
| Updated Completion Dates | TBD | TBD | TBD | TBD |

The completion dates above are pending resolution of Client's delay and revised schedule

ESTIMATED DURATION FOR THE SCOPE OF WORK OF THIS CHANGE ORDER:

APPROVALS REQUIRED:

To be effective, this Task Order must be approved by the Client and Tetra Tech, Inc. if it changes the cost, scope or objective of the project, or as may otherwise be required under the terms of the Contract.

Requested by:

Date:

Ash Ahmed, Project Controls Engineer, Tetra Tech, Inc.

Reviewed by:



Javier Weckmann, Vice President, Tetra Tech, Inc.

Date: 10-Jun-15

Approved by:

Carson Reclamation Authority

Date:

Change Order Request BSB CPF COR-200 for Project management from Apr 01, 2015 through Mar 31, 2016.

Task-1 PM labor from Apr 2015 -Mar 2016

| | | | Estimated hours per Scope of Work Tasks/month | | | | | | | | | ESTIMATE | | COMMENTS / NOTES | |
|--------------|----------------------------|-----------|---|--|-----------------------|--------------------|--------------------------------|--------------------------|-------------------------------------|----------------------|---------------|-------------------------------|------------------|------------------|--|
| Items | Rate/units | Units | Two status meeting with DTSC | Data reporting/public project web site | H&S oversight support | Monthly H&S audits | Invoicing & Accounting support | Monthly progress reports | Client meeting and Client interface | Regulatory interface | Day to Day PM | Revised Total Estimated Units | Estimated Amount | TT Comments | |
| Labor | | | | | | | | | | | | | | | |
| 1 | Contracts/Business Manager | \$ 162.84 | hrs | 2 | 1 | 1 | 0 | 12 | 4 | 2 | 2 | 62 | 86 | \$ 14,004.24 | Deba Daymon is the Contracts/Business Manager. She does invoicing of the trust account, work orders, purchase orders, subcontractor agreements, reviews and approves vendor and subcontractor invoices, tracks project credit card payments, coordinates permit renewals and fees, approves some time cards, accruals, quarterly estimates to complete on change orders, participates in program reviews, and tracks change order budgets. She responds to invoice questions and comments from CM. Deba is also responsible for day-to-day coordination with CM. |
| 2 | Financial Analyst | \$ 65.44 | hrs | 0 | 0 | 0 | 0 | 7 | 0 | 0 | 0 | 0 | 7 | \$ 458.08 | Ha Ly is Project Analyst who visits site one a week to work with Deba Daymon. He also works from corporate office in support of all invoicing and financial analysis. |
| 3 | Deputy Program Manager | | hrs | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$ - | Rich Huffmire is the Deputy PM. He oversees construction activities and interfaces with the DTSC site personnel on these matters. For now no additional hours are require for his services since minor site work is being conducted. Once site construction is significant, his hours will range from 16 to 24 hours a week. |
| 4 | Program Manager | \$ 239.64 | hrs | 12 | 1 | 2 | 1 | 4 | 2 | 12 | 8 | 30 | 72 | \$ 17,254.08 | Javier Weckmann is the Program Manager. He manages and is responsible for every task of the project including Health and Safety. |
| 5 | Project Executive | \$ 309.09 | hrs | 4 | 0 | 0 | 0 | 0 | 0 | 4 | 0 | 0 | 8 | \$ 2,472.72 | Gary Keyes is the Project Executive. He is responsible for overall project risk management, contractual compliance, and regulatory compliance among other responsibilities, as he has performed this role since project inception. The hours for client interface include review of change orders and client comments to changes orders. |
| 6 | Project Controls Engineer | \$ 155.54 | hrs | 4 | 0 | 0 | 0 | 8 | 2 | 1 | 0 | 40 | 55 | \$ 8,554.70 | Ash Ahmed is the Project Controls Engineer. He develops estimates for change order requests, generates change order requests, tracks the labor hours on a day-to-day basis, verifies subcontractor and vendor invoices, performs cost control, helps with accruals and tracks the progress on a day-to-day basis. He also develops monthly updates, estimate to complete, cash flow analysis and assists with program review. He also obtains permits from the city and coordinates with the city inspectors for inspections. |

| | | | | | | | | | | | | | | | |
|---|---|-----------|-----|-----------|----------|-----------|-----------|-----------|-----------|-----------|-----------|------------|------------|---------------------|---|
| 7 | Principal Engineer (BAS) | \$ 230.00 | hrs | 2 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 3 | \$ 690.00 | |
| 8 | Senior Project Manager (BAS) | \$ 199.00 | hrs | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 1 | \$ 199.00 | |
| 9 | Data management & web site maintenance | \$ 78.83 | hrs | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 6 | 6 | \$ 472.98 | |
| 10 | Health & Safety oversight/reporting/audit support | | | | | | | | | | | | | | Safety is a big part of our program with DTSC, OSHA and company policy. H&S support is required to keep the site compliant with the site specific H&S plan. These hours are for managing the H&S plan as a whole and not for individual task/field tasks. The H&S audit is performed monthly in accordance with the H&S plan. Due to the reduced site activity, the project complies with the H&S by means of site personnel and PT H&S professionals, as opposed to FT project-designated H&S specialists. |
| | a. Health & Safety Officer | \$ 84.82 | hrs | 0 | 0 | 16 | 4 | 0 | 0 | 0 | 0 | 0 | 20 | \$ 1,696.40 | |
| | b. CIH | \$ 65.83 | hrs | 0 | 0 | 0 | 8 | 0 | 0 | 0 | 0 | 0 | 8 | \$ 526.64 | |
| TOTAL DIRECT LABOR HOURS AND COSTS | | | | 24 | 2 | 19 | 13 | 31 | 10 | 19 | 10 | 138 | 266 | \$ 46,328.84 | |

| | | | | | | | | | | | | | | |
|--|-------------------------|-----------|-----|--|--|--|--|--|--|--|--|--|-------|---------------|
| SUBCONTRACTORS | | | | | | | | | | | | | | |
| Fee @ 0% | | | | | | | | | | | | | | - |
| TOTAL SUBCONTRACTORS | | | | | | | | | | | | | | \$ - |
| OTHER DIRECT COSTS | | | | | | | | | | | | | | |
| 1 | Permit fees | \$ 500 | ea | | | | | | | | | | 1.0 | 500.00 |
| 2 | Project vehicle | \$ 950.00 | mon | | | | | | | | | | 1.00 | 950.00 |
| 3 | Accountemps | \$ 458.00 | mon | | | | | | | | | | 0.0 | - |
| 4 | Computer and IT support | \$ 1.75 | hr | | | | | | | | | | 266.0 | 465.50 |
| Subtotal Other Direct Costs | | | | | | | | | | | | | | \$ 1,915.50 |
| G&A @ 14.13% | | | | | | | | | | | | | | 270.66 |
| TOTAL OTHER DIRECT COSTS | | | | | | | | | | | | | | \$ 2,186.16 |
| SUB-TOTAL CHANGE ORDER | | | | | | | | | | | | | | \$ 48,515.00 |
| Fee @ 5% | | | | | | | | | | | | | | \$ 2,425.75 |
| TOTAL TASK-1 TT CHANGE ORDER REQUEST AMOUNT PER MONTH | | | | | | | | | | | | | | \$ 50,940.75 |
| TOTAL TASK-1 TT CHANGE ORDER REQUEST AMOUNT (12 MONTHS) | | | | | | | | | | | | | | \$ 534,877.88 |
| TOTAL TASK-2 TT CHANGE ORDER REQUEST AMOUNT (12 MONTHS) | | | | | | | | | | | | | | \$ 188,251.00 |
| TOTAL TT CHANGE ORDER REQUEST AMOUNT (12 MONTHS) | | | | | | | | | | | | | | \$ 723,128.88 |



TETRA TECH, INC.
 20400 Main Street
 Carson, CA 90745
 Telephone: (310) 965-0137

CHANGE ORDER REQUEST: BSB CPFCOR-208

Request Date: 10-Jun-15

Revised

Project Title: Boulevards at South Bay, Fixed Price Design and Construction Environmental Assurance Agreement
Project No.: T21868
Client: Carson Reclamation Authority (CRA), 701 E. Carson St. Carson, CA 90745
Client Contact: Sunny Soltani - c/o ALESHIRE & WYNDER, LLP

Purpose and Description of this change order request:

Due to the further extension of the project schedule, a change order to reimburse Tetra Tech for the construction management of the Landfill gas extraction system (LFGES) is required. This Change Order Request BSB CPFCOR-208 covers approx. 4 months commencing 06-01-2015. Tetra Tech's previous change order requests and payments for the construction management of the LFGES in the completed areas has been settled with the previous owner, Carson Marketplace, LLC. However, the ownership has now changed to the Carson Reclamation Authority (the "CRA") and it is understood that the project will be on hold for approximately 12 months beginning April 1, 2015, until a new development plan is finalized. A rough order of magnitude estimate for the period from 4-1-15 to 3-31-16 was submitted and approved by the Carson Reclamation Authority as part of a three-way letter agreement between the CRA, Tetra Tech and Carson Holdings, LLC, dated 5-18-2015. Although the project will be on hold for a further period of 12 months, Tetra Tech plans to construct the LFGES in the remaining area of Cells A3 and A5. This change order request BSB CPFCOR-208 is for construction management and construction quality assurance (CQA) of the Landfill Gas Extraction System (LFGES) from 6-1-2015 through 9-30-2015. This request also includes costs for relocating the geosynthetic materials stored on site as needed within the storage yard to facilitate construction of the LFGES. Tetra Tech is hereby submitting this change order which is part of the overall approved 12 month holding period budget approved in the Letter agreement with the CRA.

Examples of Scope of Work included:

1. Perform construction quality assurance for the gas system installation.
2. Provide necessary design support, including Design Change Notices (DCN's) and Field Change Requests (FCR's) for the gas system during
3. Perform as-built survey of the gas system and prepare as-built drawings.
4. Provide necessary Health and Safety support during installation of gas system.
5. Provide necessary geotech observation and testing support, including final soils reports.
6. Generate weekly CQA reports with final report submittal to DTSC.
7. Work to be performed under prevailing wages as required by the contract.
8. Provide all material, labor and incidentals necessary to complete the work.
9. Relocate storage yard materials as needed within the storage yard to facilitate the construction of the LFGES.

Other Terms & Conditions:

1. Payment schedule shall be based on unit rates as listed in attached cost estimate table. The attached table is an estimate only. Tetra Tech shall be reimbursed based on actual cost plus 5% fee.

Payment Terms:

Payment for this Change Order shall be made directly to Tetra Tech by CRA and not deposited into the Design and Construction Trust Account. Tetra Tech shall invoice the work on a monthly basis. In other respects payment terms will be in accordance with Section VIII.A.5 of the Fixed Price Design and Construction Environmental Assurance Agreement. This means that Client shall have 30 days after receipt of the Request for Payment to submit any written objection to the payment to Contractor. If no objection is received within this period, Client shall make the payment to Contractor within 7 days after the close of the 30-day Review Period, less any Retention Amount, as per Section VIII.A.5. Any portion of a disputed Request for Payment not in dispute, less the 15% Retention Amount, shall be paid to Contractor by Client.

CHANGE TO CONTRACT AMOUNT (see attached back-up):

| | Total | Amount of the Fixed Price Allocated to the AIG EPP Services | Amount of the Fixed Price Allocated to the Contractor Guaranteed Services |
|--|-------------------|---|---|
| Original 12/31/07 amount from Design and Construction EAA | \$ 118,556,968 | \$ 11,852,156.00 | \$ 106,704,813.00 |
| Amounts as adjusted by Amendment 3 to D-C EAA | \$ 122,658,026.00 | \$ 11,852,156.00 | \$ 110,805,870.00 |
| Total amount of previous approved change orders (see att \$ 23,175,835 | | | |
| Updated amount | \$ 145,833,861 | \$ 11,852,156.00 | \$ 133,981,705.42 |
| Amount of this "Cost plus fee " change order \$ 91,490 | | | |
| New amount with this change order | \$ 145,925,351 | \$ 11,852,156.00 | \$ 134,073,194.94 |

CHANGES TO THE REMEDIATION SCHEDULE (to Contractor Completion Dates and all Contractor Critical Path Milestones):

| Contractor Completion Dates | First Cell HRE Completion Date | 3rd Cell HRE Completion Date | 5th Cell HRE Completion Date | HRA Completion Date |
|--|--------------------------------|------------------------------|------------------------------|---------------------|
| Original Completion Dates | TBD | TBD | TBD | TBD |
| Currently Approved Completion Dates | TBD | TBD | TBD | TBD |
| Change to Completion Dates in Calendar Days | 0 | 0 | 0 | 0 |
| Updated Completion Dates | TBD | TBD | TBD | TBD |
| The completion dates above are pending resolution of Client's delay and revised 4 months | | | | |

ESTIMATED DURATION FOR THE SCOPE OF WORK OF THIS CHANGE ORDER:

APPROVALS REQUIRED:

To be effective, this Task Order must be approved by the Client and Tetra Tech, Inc. if it changes the cost, scope or objective of the project, or as may otherwise be required under the terms of the Contract.

Requested by:

Ash Ahmed, Project Controls Engineer, Tetra Tech Inc.

Date:

Reviewed by:

Javier Weckmann
 Javier Weckmann, Vice President, Tetra Tech, Inc.

Date:

10-Jun-15

Approved by:

Carson Reclamation Authority

Date:



File #: 2015-535, Version: 1

Report to Carson Reclamation Authority

Tuesday, July 07, 2015

Discussion

SUBJECT:

ADOPTION OF THE FISCAL YEAR 2015/16 CARSON RECLAMATION AUTHORITY BUDGET, RESOLUTION NO. 15-03-CRJPA

I. SUMMARY

The Carson Reclamation Authority (Authority) is being asked to approve the FY 2015/16 proposed budget by adopting the attached Exhibit No. 1- Resolution No. 15-03-CRJPA. Exhibit No. 2 delineates the budgeted items required to undertake the activities involved in the remediation of the former Cal-Compact landfill and the potential development of an NFL stadium. The Authority has a number of funding sources, including the deposit of funds from Carson Holdings, LLC and the issuance of Successor Agency bonds. The line items would cover the cost of the remediation contractor, plus project management, technical advice, and engineering services.

II. RECOMMENDATION

WAIVE further reading and ADOPT RESOLUTION No. 15-03-CRJPA, "A RESOLUTION OF THE CARSON RECLAMATION JOINT POWERS AUTHORITY ADOPTING THE FY 2015/16 BUDGET AND APPROVING APPROPRIATIONS FOR THE 2015/16 FISCAL YEAR.

III. ALTERNATIVES

1. MODIFY and APPROVE the Proposed Budget.
2. TAKE another action that may be deemed appropriate.

IV. BACKGROUND

On May 18, 2015 the Authority received ownership of a 157 acre property, a former landfill

under remediation, through a Transfer Agreement from Carson Holdings, LLC. The former owner, Carson Marketplace, LLC, had proposed a mixed use project on the site and commenced the remediation with a fixed price contract with an environmental contractor, Tetra Tech. The remediation is ongoing, but for the next several months a number of design items are waiting for a determination from the NFL on whether the Carson proposal is successful. Meanwhile, the groundwater monitoring system is in and a portion of the methane collection system will go live on July 7, 2015. There are dozens of activities that continue to be undertaken on the site for regulatory compliance purposes, as well as continuing the remediation.

The Authority has hired an overall Project Manager for the NFL project, as well as engaged the former Carson Marketplace project manager to be the interface and liaison with Tetra Tech in the remediation activity. Additionally, scientific and technical assistance in analyzing Tetra Tech's change orders - as well as advising the Agency on the future remediation activities - has been engaged, too. Finally, a number of the project-related design services, such as civil engineering and utility coordination, will be necessary as well.

This budget reflects the best estimate at this time of the costs that need to be incurred for the project this year. Part of the revenue will come from a \$1,200,000 deposit made by the teams toward the ongoing operation of the landfill, and the remainder will be charged to the Successor Agency bonds expected to be issued this summer.

Exhibit No. 2 delineates the sources and uses of the projected available funds of the Carson Reclamation Authority for Fiscal Year 2015/16. The proposed appropriation for expenditures is \$8,769,080.

V. FISCAL IMPACT

The FY 2015/16 proposed budget establishes the spending plan for the Authority, prepared in accordance with the agreement entered into by the Authority with different entities, and other applicable governing documents.

VI. EXHIBITS

1. Resolution No. 15-03-CRJPA. (pgs. 3-4)
2. FY 2015/16 Proposed Budget. (pgs. 5-6)

Prepared by: John Raymond, Executive Director

RESOLUTION NO. 15-03-CRJPA

A RESOLUTION OF THE CARSON RECLAMATION JOINT POWERS AUTHORITY ADOPTING THE FISCAL YEAR 2015/16 BUDGET AND APPROVING APPROPRIATIONS FOR THE 2015/16 FISCAL YEAR.

WHEREAS, on January 20, 2015, the governing Boards of the Housing Authority and Carson Community Facilities Districts Nos. 2012-1 and 2012-2 ("CFDs") approved each Board's authority to enter into an agreement for the formation of this Carson Reclamation Joint Powers Authority (CRJPA) for the purpose of overseeing, and facilitating the remediation of contaminated properties in the City of Carson; this was achieved pursuant to the Joint Exercise of Powers Act, commencing with section 6500 *et seq.* of the Government Code; and

WHEREAS, the Carson Reclamation Joint Powers Authority will facilitate and fund the environmental study, investigation, remediation and reclamation of any and all contaminated properties in the City, or the acquisition and subsequent reclamation of contaminated properties. These powers include any improvements on property related to environmental clean-up and any negotiations or processing of property reclamation required in connection with the California Department of Toxic Substances Control ("DTSC") or any other State or Federal environmental agency. The Authority's powers may extend beyond mere property remediation to development planning and implementation; and

WHEREAS, the Executive Director has prepared and submitted to the Carson Reclamation Joint Powers Authority a proposed budget for Fiscal Year 2015/16; and

WHEREAS, the Carson Reclamation Joint Powers Authority has reviewed the proposed FY 2015/16 budget; and

WHEREAS, the Carson Reclamation Joint Powers Authority has determined that it is necessary for the efficient management of the Authority that certain sums be appropriated to the various activities of the Authority.

NOW, THEREFORE, THE CARSON RECLAMATION JOINT POWERS AUTHORITY DOES HEREBY RESOLVE, FIND, DETERMINE AND ORDER AS FOLLOWS:

Section 1. The budget for the Carson Reclamation Joint Powers Authority for the fiscal year beginning July 1, 2015 and ending June 30, 2016, is hereby adopted. Said budget being the proposed budget as reviewed and amended in open study session before the Carson Reclamation Joint Powers Authority, a copy of which is on file in the Authority Secretary's Office.

[MORE]

Section 2. The sums of money therein set forth are hereby appropriated to the respective accounts and funds for expenditure during Fiscal Year 2015/16 for each of the several items set forth in the proposed budget, as adopted.

Section 3. The sum of \$8,769,080 is hereby appropriated to the funds of the Carson Reclamation Joint Powers Authority for expenditure during Fiscal Year 2015/16.

Section 4. The Executive Director is hereby instructed to have copies hereof duplicated and distributed to all departments, officials and interested parties as soon as convenient.

Section 5. The Authority Secretary shall certify to the adoption of this resolution and shall keep a copy of this resolution attached to the budget for Fiscal Year 2015/16 on file and effective as of July 1, 2016, the same shall be in force and effect.

ADOPTED, SIGNED and APPROVED this 7th day of July, 2015.

Authority Chairman

ATTEST:

Authority Secretary

**CARSON RECLAMATION AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2015/16**

| | | FY 2014/15 | FY 2015/16 | FY 2015/16 | FY 2015/16 | FY 2015/16 |
|---|--------------------|---|---|--------------------------------|---------------------------------|----------------------|
| | | (May 9, 2015 to June 30, 2015) | (July 1, 2015 to August 31, 2015) | | | |
| | Received | Alternative Use/ Carry Cost Fund | Alternative Use/ Carry Cost Fund | 2015 Series B TAR B | Alternative Use Fund | TOTAL |
| PROJECTED REVENUES | | | | | | |
| Section 1.5 of DTO - Alternative Use | 5/21/2015 | \$ 250,000 | \$ - | \$ - | \$ - | \$ - |
| Section 3.3 of DTO - Consideration for Option | 5/21/2015 | 1,000 | | | - | - |
| Section 2 of DTO From teams for 3 months CC | 6/2/2015 | 1,200,000 | | | | - |
| \$50.5 million from Bonds | | | | 50,500,000 | | 50,500,000 |
| TOTAL PROJECTED REVENUES | | \$ 1,451,000 | \$ - | \$ 50,500,000 | \$ - | \$ 50,500,000 |
| ESTIMATED EXPENDITURES | | | | | | |
| Tetra Tech - Carry Costs | | | | | | |
| Project Management | COR-104/CPFCOR-200 | | \$ 241,043 | \$ 677,086 | | \$ 918,129 |
| Security and Site Maintenance | COR-103/CPFCOR-203 | | 176,131 | 544,263 | | 720,394 |
| Annual Storage Yard Maintenance | CO-77/CPFCOR-205 | | 16,822 | 37,393 | | 54,215 |
| Quarterly Soil Gas Monitoring | CO-78/CPFCOR-206 | | 25,500 | 57,000 | | 82,500 |
| Watering Prescriptive Clay Cover | COR-97/CPFCOR-204 | | 47,623 | 133,246 | | 180,869 |
| SWPPP (Stormwater Pollution Prevention Plan) | COR-105/CPFCOR-209 | | 288,429 | 703,855 | | 992,284 |
| Perimeter Air Monitoring | COR-101/CPFCOR-201 | | 170,874 | 469,247 | | 640,121 |
| Vector Control | COR-102/CPFCOR-202 | | 38,196 | 112,391 | | 150,587 |
| Break-in Repair and Related Costs Denied by Insurance | CPFCPP-210 | | 10,001 | | | 10,001 |
| Miscellaneous | COR-TBD | | 107,351 | | | 107,351 |
| Tetra Tech - Construction and Design | | | | | | |
| Cost Estimate to Start LFG System per DTSC (April 2015) | COR-99 | | | | | - |
| Redesign LFG System for Cells A3 and A5 (April 2015) | COR-100 | | | | | - |
| Closure of Windows in the Liner and Waterproofing of Vaults | COR-107/CPFCOR207 | | 47,535 | | | 47,535 |
| Construction Management for the LFG Collection System | COR-TBD | | 30,496 | 115,993 | | 146,489 |

**CARSON RECLAMATION AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2015/16**

| | FY 2014/15 (May 9, 2015 to June 30, 2015) | FY 2015/16 (July 1, 2015 to August 31, 2015) | FY 2015/16 | FY 2015/16 | FY 2015/16 |
|---|--|---|-------------------------------|---------------------------------|-------------------|
| | Alternative Use/ Carry Cost Fund | Alternative Use/ Carry Cost Fund | 2015 Series B TARB | Alternative Use Fund | TOTAL |
| LFG System OM&M Costs | | | | | |
| LFG System O&M (Cells 3 & 5 Only) TBD | | | 650,000 | | 650,000 |
| Administration | | | | | |
| City Reimbursement/Staff | | | 20,000 | | 20,000 |
| Project Management/SEG/KCF | | | 280,000 | | 280,000 |
| Deposit to the EAA Trust Account by 8/30/15 per LetterAgrmt | | | 1,358,000 | | 1,358,000 |
| Reimbursement to Cardinal for Carry Costs (4/1/15-5/8/15) | | | 524,600 | | 524,600 |
| Reimbursement to Cardinal for Carry Costs (5/9/15-8/15/15) | | | 1,200,000 | | 1,200,000 |
| Professional Services | | | | | |
| Civil Engineer (RBF) | | | 70,000 | | 70,000 |
| Traffic Engineer | | | 25,000 | | 25,000 |
| Geotechnical/Soil Engineer | | | 20,000 | | 20,000 |
| Environmental Review (SCS) | | | 300,000 | | 300,000 |
| Other Consultants | | | 20,000 | | 20,000 |
| Alternative Use-Plan C | | | | 251,000 | 251,000 |
| TOTAL ESTIMATED EXPENDITURES | \$ - | 1,200,000 | 7,318,075 | 251,000 | 8,769,080 |
| PROJECTED FUND BALANCE, BEGINNING | 0 | 1,451,000 | 0 | 251,000 | 0 |
| PROJECTED FUND BALANCE, ENDING | \$ 1,451,000 | \$ 251,000 | \$ 43,181,925 | \$ - | \$ 41,730,920 |



File #: 2015-546, Version: 1

Report to Carson Reclamation Authority

Tuesday, July 07, 2015

Discussion

SUBJECT:

APPROVE AGREEMENT FOR ENVIRONMENTAL CONSULTING SERVICES BETWEEN CARSON RECLAMATION AUTHORITY AND SCS ENGINEERS

I. SUMMARY

The proposed Agreement between the Carson Reclamation Authority (“Authority”) and SCS Engineers (“Consultant”) is for oversight of the construction and operation/monitoring agreements currently being performed by Tetra Tech and implementation of mitigation measures set forth in the ballot measure as to the 157-acre former landfill site formerly owned by Carson’s Marketplace and currently owned by the Authority. Under the Agreement, Consultant will perform the following services:

- Oversee Tetra Tech’s performance of the contracts to ensure work is within approved scope and being performed in a cost-effective manner, including interaction with regulatory agencies as necessary.
- Evaluate Tetra Tech’s invoices to ensure work billed for was, in fact, performed in a safe and responsible manner at reasonable cost.
- Evaluate proposed change orders to determine if proposed work is necessary, outside of scope of original contracts, and to be performed at reasonable cost.
- Advocate the Authority’s position in arbitration or other dispute over the propriety and cost of proposed change orders.

- * Oversee implementation of the mitigation measures set forth in the ballot initiative for development of the stadium option.

The Agreement is for six (6) months commencing on July 1, 2015 and ending on December 31, 2015. Compensation under the agreement is not to exceed \$300,000, billed on a time and materials basis.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE Agreement for Consulting Services between Carson Reclamation Authority and SCS Engineers and AUTHORIZE Mayor to execute such Agreement in substantially of the same form as attached hereto upon approval as to form by the City Attorney at a cost not to exceed \$300,000.

III. ALTERNATIVES

None.

IV. BACKGROUND

For the past several years, Tetra Tech has been performing groundwater and landfill remediation work at the site pursuant to fixed-price contracts with Carson Marketplace. When the Authority acquired the site, Carson Marketplace assigned the Tetra Tech contracts to the Authority, which is obligated to continue the remediation pursuant to a judicial consent decree.

Because there have been numerous proposed uses for the site, and because, at present, the ultimate use of the site is uncertain, Tetra Tech's remediation efforts are 'like trying to hit a moving target.' Accordingly, Tetra Tech has been, and continues to be, submitting change orders for work Tetra Tech contends is not in the original scope of work set forth in the fixed-price contracts. This "moving target" is likely to continue until the stadium option or mixed use option is chosen for the site.

The Tetra Tech contracts contemplate work valued at tens of millions of dollars, and the Authority does not have the resources to closely oversee the implementation of the Tetra Tech contracts to ensure necessary work is being performed in a cost-effective manner, to evaluate change orders to ensure they contemplate work outside of the original scope of work and to implement the mitigation measures that are contained in the ballot measure adopted by the City Council as to the stadium option. Staff believes that the savings achieved by close oversight of Tetra Tech will likely be greater than the cost of a well-

qualified firm performing such oversight. This is especially significant given that Trust fund and bond proceeds are involved in pursuing remediation.

Accordingly, on June 3, 2015, Authority staff issued a Request for Qualifications/Proposals (a copy of which is attached as Exhibit 1), to three (3) well-known and reputable environmental consulting firms with expertise in oversight of environmental remediation contracts. These firms were Susan Mearns, Exponent, and SCS Engineers. Proposals were due on June 22, 2015, and all three firms responded. A committee of four Authority staff members reviewed the proposals and selected two, Exponent and SCS Engineers, to interview. On June 25, 2015 the interviews were conducted, and subsequently a projected budget from each proposer was received and evaluated. On June 29, 2015, the Committee determined that SCS Engineers was the most qualified proposer and had the lowest projected budget of approximately \$180,000 - \$250,000. The Committee determined that Exponent was the second-most qualified firm with a proposed budget of approximately \$199,000 - \$350,000.

The primary reasons why SCS Engineers was determined to be the best proposer are: (1) extensive expertise in landfill and groundwater remediation; (2) previous work at the site, including the Election Code 9212 Report for the ballot measure relating to the stadium option; (3) local presence (Long Beach); and (4) cost.

V. FISCAL IMPACT

Up to \$300,000 to be funded from the Carson Reclamation Authority account.

VI. EXHIBITS

1. Request for Qualifications/Proposals. (pgs. 4-9).
2. Form Agreement for Consulting Services between Carson Reclamation Authority and SCS Engineers. (pgs. 10-35).

Prepared by: Sunny Soltani, City Attorney

REQUEST FOR QUALIFICATIONS AND PROPOSALS

For
Environmental Consultant

* * *

Proposals must be submitted electronically to:

Carson Reclamation Authority

Attn: Ken Farfsing

kcf817@aol.com

and

Attn: Stephen R. Onstot

sonstot@awattorneys.com

For receipt by 4:00 P.M. PDT on

JUNE 22, 2015

PROPOSALS WILL NOT BE ACCEPTED AFTER THIS DATE AND TIME

Be advised that any contract that eventually arises from this Request For Proposals is a public record in its entirety. Also, all information submitted in response to this Request For Proposals is itself a public record without exception. Submission of any materials in response to this Request For Proposals constitutes a waiver by the submitting party of any claim that the information is protected from disclosure. By submitting materials, (1) you are consenting to release of such materials by the Carson Reclamation Authority ("CRA") if requested under the Public Records Act without further notice to you and (2) you agree to indemnify and hold harmless the CRA for release of such information.

SECTION I - GENERAL INFORMATION

STATEMENT OF INTENT

This Request for Qualifications and Proposals (RFQP) seeks submittals for professional Environmental Services. These services include consulting needs as necessary for remediation and development of the former Cal-Compact Landfill in Carson, California. The Carson Reclamation Authority ("CRA") is considering entering into an agreement with a single consulting firm or joint venture to provide a diverse set of environmental services over a minimum of four (4) years. The target commencement date for the proposed services is July 31, 2015.

BACKGROUND

The former Cal-Compact Landfill is a closed Class II Landfill, consisting of approximately 157 acres at 20300 Main Street in the City of Carson. Pursuant to a 1995 Remedial Action Plan and related documents, the landfill and groundwater beneath it are in various stages of remediation by Tetra Tech under the direction of the California Department of Toxic Substances Control. Currently, the

groundwater is undergoing “pump and treat” remediation, and the landfill portion, which is divided into cells, has begun landfill gas extraction in some areas, but further placement of landfill gas extraction wells is dependent upon site development.

The site will likely be developed pursuant to one of two alternatives. Alternative A is a proposed stadium for professional sporting events and supporting structures. Alternative B is a mixed-use development.

In May, 2015 the CRA acquired the site and was assigned two fixed-price contracts to be performed by Tetra Tech for remediation of the site: one is a construction contract, and one is an operations and monitoring contract. The value of these contracts is well over \$100 million, and part of the scope of work for the instant consulting contract is to assess, monitor, and critique Tetra Tech’s work and invoices therefor to ensure cost-effective performance of the two contracts, interface with regulatory agencies as needed, and assist in resolution of disputes over change orders.

THE REQUEST FOR QUALIFICATIONS AND PROPOSALS PROCESS

This RFQP seeks submission from any and all interested and qualified firms and joint ventures to provide the services listed below in a manner that maximizes the quality of services and value to the CRA. Proposals must document the resources and capability for performing the services requested. Such evidence includes, but is not limited to, the respondent’s demonstrated competency and experience in delivering services of a similar scope and type, and local availability of personnel and resources.

Proposals must be received electronically by 4:00 pm PDT on June 22, 2015. The CRA will evaluate the proposals, conduct interviews of responding firms if needed, and anticipates awarding (but is not required to award) a contract by July 15, 2015 with services to commence on or about July 31, 2015.

SECTION II – SCOPE OF WORK

Description: The CRA is seeking professional Environmental Consulting services related to the remediation and development of the former Cal-Compact Landfill in Carson, California. Qualified consultants should have demonstrated, verifiable experience in (1) managing large-scale remediation projects (in excess of \$50 million); (2) estimating costs of environmental services, projects, and equipment in California; (3) interfacing with regulatory agencies including, but not limited to, the California Department of Toxic Substances Control, Regional Water Quality Control Board, South Coast Air Quality Management District, California Occupational Health & Safety Administration, County of Los Angeles Department of Environmental Health, Los Angeles County Fire Department, and Los Angeles County Sanitation Districts; (4) evaluating proposed change orders; (5) construction and operation of landfill gas extraction systems in California; (6) construction and operation of groundwater remediation systems in California; (7) preparation and evaluation of risk assessments; (8) environmental analyses pursuant to the California Environmental Quality Act; and (9) evaluation of development options for landfill properties.

SECTION III---RESPONSE.

Responses shall have a 1-page transmittal letter and be tabbed as follows:

TAB 1 Firm Qualifications and Experience:

Provide a statement of qualifications for the organization, including an organization chart, a statement of the size of firm, a description of services provided by the company, and specific experience/history providing the services requested by this RFQP.

TAB 2 Project Team:

List the qualifications of the overall Project Team Leader, and the individual, individuals, joint venturers and sub-contractors that would be assigned to provide professional services requested by this RFQP, including date and school of any applicable degrees, additional applicable training, and any professional certifications /licensing in California. In lieu of listing this information, submit a resume or curriculum vitae for each such individual if the resume/CV includes all the requested information. Because the vast majority of work to be performed is evaluating the work of other professionals, the CRA anticipates that only senior-level individuals would be identified in this section.

TAB 3 Project Experience:

Prospective consultants shall provide the CRA with a listing of the following three (3) projects the respondent has managed within the past five years:

1. The largest (in terms of cost) soil and/or groundwater remediation project managed in California;
2. The largest (in terms of cost) landfill gas remediation project managed in California;
3. The largest (in terms of cost of Environmental Impact Report) development project for which the respondent prepared an Environmental Impact Report pursuant to the California Environmental Quality Act.

For each of these three projects, provide:

Title of project;

Name of the entity/client;

Brief description of the project, including respondent's project manager and cost to perform.

TAB 4 Professional Cost:

The proposal should include a schedule of fees effective August 1, 2015 through at least December 31, 2015, including the classification of personnel assigned to projects, and the hourly rate for each classification. The CRA anticipates that any contract pursuant to this RFPQ will be based on time and materials, with no premium paid for consultant's time in appearing at arbitrations to support or defend change orders.

TAB 5 References:

List three professional client references for which you have recently provided similar services. Include contact names and phone numbers.

TAB 6 Statement of Compliance with CRA Contractual Requirements:

A sample of the CRA's standard contract (Exhibit A) is attached to this RFQP. Each proposal must include a statement of the proposer's commitment and ability to comply with each of the terms of the CRA's standard contract.

TAB 7 Legal

Firms submitting for this RFQP shall disclose (1) pertinent and relevant information concerning their current or recent (within the last year) participation as a party to litigation related to professional services offered, and (2) any actual or perceived conflict of interest respondent may have in being adverse to the City of Carson, Carson Marketplace, LLC, the Carson Reclamation Authority, or Tetra Tech, Inc.

Questions on this RFQP may be addressed to Ken Farfsing at kcf817@aol.com or at 626-588-7156.

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

Stearns, Conrad and Schmidt Consulting Engineers, Inc. (“SCS Engineers”)

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CARSON RECLAMATION AGENCY AND
SCS ENGINEERS**

THIS AGREEMENT FOR CONTRACT SERVICES (herein“ Agreement”) is made and entered into this 1st day of July, 2015 by and between the Carson Reclamation Agency (“CRA”) and Stearns, Conrad and Schmidt Consulting Engineers, Inc. (“Consultant”). CRA and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties”).

RECITALS

A. CRA has sought, by issuance of a request for qualifications/proposals, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the CRA to perform those services.

C. CRA has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by this reference, which services may be referred to herein as the “services” or “work” hereunder. As a material inducement to the CRA entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase “highest professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant's Proposal.

The Scope of Service shall include the Consultant's scope of work in Consultant's proposal and shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City of Carson and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless CRA, its officers, employees or agents of CRA, against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against CRA hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the CRA of such fact and shall not proceed except at CRA's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by CRA, except such losses or damages as may be caused by CRA's own negligence.

1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry

out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services.

CRA shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the CRA Board. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. CRA may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the “Special Requirements” attached hereto as Exhibit “B” and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit “B” and any other provisions of this Agreement, the provisions of Exhibit “B” shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, CRA agrees to pay Consultant the amounts specified in the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Fifty Thousand Dollars (\$300,000) (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services less contract retention; (iii) payment for time and materials based upon the Consultant’s rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved in writing by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the CRA. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to CRA an original invoice for all work performed and expenses incurred during the preceding month in a form approved by CRA's Executive Director. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice CRA for any duplicate services performed by more than one person.

CRA shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by CRA, or as provided in Section 7.3. CRA will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to CRA warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by CRA, the original invoice shall be returned by CRA to Consultant for correction and resubmission. Review and payment by the CRA of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the

may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of CRA. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify CRA of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind CRA in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by CRA. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of CRA. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to CRA's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be such person as may be designated by the Executive Director. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by CRA to the Contract Officer. Unless otherwise specified herein, any approval of CRA required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the Executive Director, to sign all documents on behalf of the CRA required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the CRA nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. CRA shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of CRA and shall remain at all times as to CRA a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of CRA. CRA shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venture or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the CRA to enter into this Agreement. Therefore,

Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the CRA. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of CRA. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of CRA.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to CRA, 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 CRA:

(a) Commercial General Liability Insurance (ISO 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, then the general aggregate limit shall be twice the occurrence limit.

(b) Workers Compensation Insurance. A policy of workers 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 Consultant 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 Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) 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 for bodily injury and property damage in an amount not less than \$1,000,000. Said policy shall include coverage for owned, non-owned, leased and hired cars.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant’s profession. This coverage may be written on a “claims made” basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant’s services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the CRA submit written evidence of this continuous coverage.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements.

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

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and the CGL and Automobile policies shall name the CRA, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by CRA or its officers, employees or agents shall apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the CRA, 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 CRA. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Consultant has provided the CRA with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the CRA. CRA reserves the right to inspect complete, certified copies of 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 CRA.

All certificates shall name the CRA as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed]

Agent's Initials

CRA, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to CRA, and their respective elected and appointed officers, officials, employees or volunteers. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by CRA. At the option of CRA, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CRA or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to CRA.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the CRA, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnors"), or arising from Consultant's reckless or willful misconduct, or arising from Consultant's or indemnors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the CRA, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the CRA, its officers, agents, and employees harmless therefrom;

(c) In the event the CRA, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the CRA, its officers, agents or employees, any and all costs and expenses incurred by the CRA, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar, indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of CRA to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of CRA's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from CRA's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

5.4 Sufficiency of Insurer.

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 Executive Director due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the Executive Director determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Executive Director.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of CRA, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the CRA shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to CRA, and access shall be provided by Consultant's successor in interest.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that

may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of CRA and shall be delivered to CRA upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by CRA of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the CRA's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to CRA of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify CRA for all damages resulting therefrom.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than CRA without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the CRA Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives CRA notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then CRA shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify CRA should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. CRA retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to

cooperate fully with CRA and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by CRA to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the CRA shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the CRA may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the CRA shall hold all invoices and shall proceed with payment on the invoices only when the default is cured. In the alternative, the CRA may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the CRA may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the CRA to give notice of the Consultant's default shall not be deemed to result in a waiver of the CRA's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes CRA to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate CRA for any losses, costs, liabilities, or damages suffered by CRA, and (ii) all amounts for which CRA may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, CRA may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of CRA to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect CRA as elsewhere provided herein.

7.4 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 of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by CRA of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et. seq., in order to pursue a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The CRA reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to CRA, except that where termination is due to the fault of the CRA, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, CRA may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the CRA shall use reasonable efforts to mitigate such damages), and CRA may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the CRA as previously stated.

7.9 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CRA OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of CRA Officers and Employees.

No officer or employee of the CRA shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the CRA or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of CRA or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CRA in the performance of this Agreement.

No officer or employee of the CRA shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should the any liability or sanctions be imposed against CRA for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse CRA for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by CRA.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the CRA, to the Executive Director and to the attention of the Contract Officer, Carson Reclamation Authority c/o City of Carson 701 E Carson Street, Carson, California 90745 and in the case of the Consultant, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or

modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

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

CRA:
CARSON RECLAMATION AUTHORITY

_____ ,

ATTEST:

_____ ,

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____, Authority Attorney

CONSULTANT:

By: _____
Name:
Title:

By: _____
Name:
Title:

Address: _____

Two signatures are required if a corporation.

NOTE: CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 201_ before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

| CAPACITY CLAIMED BY SIGNER | DESCRIPTION OF ATTACHED DOCUMENT |
|--|---|
| <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE OFFICER _____ TITLE(S) | _____ TITLE OR TYPE OF DOCUMENT |
| <input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER _____ _____ | _____ NUMBER OF PAGES |
| SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____ | _____ SIGNER(S) OTHER THAN NAMED ABOVE |

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 201_ before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

| CAPACITY CLAIMED BY SIGNER | DESCRIPTION OF ATTACHED DOCUMENT |
|---|---|
| <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE OFFICER _____ TITLE(S) | _____ TITLE OR TYPE OF DOCUMENT |
| <input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL | _____ NUMBER OF PAGES |
| <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER _____ | _____ DATE OF DOCUMENT |
| SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____ | _____ SIGNER(S) OTHER THAN NAMED ABOVE |

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant will perform the following Services:

A. Oversee Tetra Tech's performance of the contracts to ensure work is within approved scope and being performed in a cost-effective manner, including interaction with regulatory agencies as necessary.

B. Evaluate Tetra Tech's invoices to ensure work billed for was, in fact, performed in a safe and responsible manner at reasonable cost.

C. Evaluate proposed change orders to determine if proposed work is necessary, outside of scope of original contracts, and to be performed at reasonable cost.

D. Advocate the Authority's position in arbitration or other dispute over the propriety and cost of proposed change orders.

E. Oversee implementation of the mitigation measures set forth in the ballot initiative for development of the stadium option.

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

A. As requested by the Executive Director

III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the CRA apprised of the status of performance by delivering the following status reports:

A. Written reports as requested by the Executive Director.

B. Oral reports and presentations before the CRA Board as requested by the Executive Director..

IV. All work product is subject to review and acceptance by the CRA, and must be revised by the Consultant without additional charge to the CRA until found satisfactory and accepted by CRA.

V. Consultant will utilize the following personnel to accomplish the Services:

A. Principal engineers and geologists

B. Technicians

C. Clerical staff

EXHIBIT "B"

**SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)**

None.

EXHIBIT “C”

SCHEDULE OF COMPENSATION

- I. Consultant shall perform the following tasks at the following rates:**
Tasks A, B, C, D and E at time and materials per attached fee schedule, Exhibit C-1. There shall be no premium for time spent in arbitrations.
- II. The CRA will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:**
- A.** Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
 - B.** Line items for all materials and equipment properly charged to the Services.
 - C.** Line items for all other approved reimbursable expenses claimed, with supporting documentation.
 - D.** Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
- III. The total compensation for the Services shall not exceed the Contract Sum as provided in Section 2.1 of this Agreement.**
- IV. The Consultant’s billing rates for all personnel are attached as Exhibit C-1.**

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

I. Consultant shall make reasonable efforts to perform the following Services in accordance with the following schedule:

| | | <u>Time to Perform</u> | <u>Deadline</u> <u>Date</u> |
|-----------|---------------|-------------------------------|--|
| A. | Task A | 6 months | 12/31/15 |
| B. | Task B | 6 months | 12/31/15 |
| C. | Task C | 6 months | 12/31/15 |
| D. | Task D | 6 months | 12/31/15 |
| E. | Task E | 6 months | 12/31/15 |

II. Consultant shall deliver the following tangible work products to the City by the following dates.

A. None

III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.

TAB 4 – PROFESSIONAL COST

The Fee Schedule for SCS (and our sub-consultant, ESA) are provided in **Exhibit 3** below.

Exhibit 3. Compensation for Services (Fee Schedule)

SCS FEE SCHEDULE

(Effective April 1, 2015 through March 31, 2016)

| | Rate/Hour |
|---|------------|
| Clerical..... | 68 |
| Administrative/Secretarial | 79 |
| Technician..... | 80 |
| CAD Drafter..... | 85 |
| Senior Engineering Technician..... | 90 |
| Associate Staff Professional | 92 |
| Assistant Office Services Manager/Project Administrator | 99 |
| Project Analyst..... | 100 |
| CAD Designer..... | 104 |
| Office Services Manager/Senior Project Administrator | 105 |
| Staff Professional I..... | 108 |
| Staff Professional II | 115 |
| Project Professional I | 135 |
| Project Professional II..... | 145 |
| Senior Project Professional I..... | 150 |
| Senior Project Professional II | 162 |
| Certified Industrial Hygienist | 180 |
| Project Manager I..... | 185 |
| Project Manager II | 193 |
| Senior Project/Technical Manager..... | 217 |
| Senior Project Advisor..... | 228 |
| Project Director..... | 242 |
| Principals..... | See Note 7 |

General Terms

1. Scheduled rates are effective through March 31, 2016. Work performed thereafter is subject to a new Fee Schedule.
2. Scheduled labor rates include overhead, administration, and profit. Costs for outside consultants and subcontractors, equipment/supplies, and for job-related employee travel and subsistence, are billed at actual cost plus a 15 percent administrative fee.
3. Charges for SCS field equipment and instruments will be in accordance with SCS's Field Equipment Rental Rates Schedule in effect at the time the work is performed. Company trucks are charged at \$50 for up to a half day (4 hours) of use, and \$100 for up to a full day (company cars at \$40/\$80). These charges incorporate an allowance of 100 miles per

job per day; a \$0.30 per mile surcharge is applied for additional miles. Vehicle charges for long-term and/or high-mileage projects may be negotiated on a case-by-case basis.

4. Invoices will be prepared monthly or more frequently for work in progress, unless otherwise agreed. Invoices are due and payable upon receipt. Invoices not paid within 30 days are subject to a service charge of 1.5 percent per month on the unpaid balance.
5. Payment of SCS invoices for services performed will not be contingent upon CRA's receipt of payment from other parties, unless otherwise agreed in writing. CRA agrees to pay legal costs, including attorney's fees, incurred by SCS in collecting any amounts past due and owing on CRA's accounts.
6. For special situations, such as expert court testimony and limited consultation, hourly rates will be consistent with this fee schedule, per the RFP.
7. Hourly rates for Principals will be \$248/hour for Vice Presidents and other Principals and \$292/hour for Senior Vice Presidents and Senior Executives.

Environment Science Associates & Subsidiaries (ESA) 2015 Schedule of Fees

I. Personnel Category Rates

Charges will be made at the Category hourly rates set forth below for time spent on project management, consultation or meetings related to the project, field work, report preparation and review, travel time, etc. Time spent on projects in litigation, in depositions and providing expert testimony will be charged at the Category rate times 1.5.

| Labor Category | Level I | Level II | Level III |
|---------------------|---------|----------|-----------|
| Senior Director | 225 | 240 | 255 |
| Director | 190 | 205 | 215 |
| Managing Associate | 155 | 170 | 185 |
| Senior Associate | 130 | 140 | 150 |
| Associate | 95 | 110 | 120 |
| Project Technicians | 75 | 90 | 110 |

- (a) The range of rates shown for each staff category reflects ESA staff qualifications, expertise and experience levels. These rate ranges allow our project managers to assemble the best project teams to meet the unique project requirements and client expectations for each opportunity.
- (b) From time to time, ESA retains outside professional and technical labor on a temporary basis to meet peak workload demands. Such contract labor may be charged at regular Employee Category rates.

- (c) ESA reserves the right to revise the Personnel Category Rates annually to reflect changes in its operating costs

II. Subcontracts

Subcontract services will be invoiced at cost multiplied by 1.15.

III. Other

There shall be added to all charges set forth above amounts equal to any applicable sales or use taxes legally levied in lieu thereof, now or hereinafter imposed under the authority of a federal, state, or local taxing jurisdiction.