



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

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 (ITEMS 1-2)

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. CONSIDERATION TO AWARD THE PROFESSIONAL SERVICES AGREEMENT TO VASQUEZ AND COMPANY, LLP FOR ANNUAL FINANCIAL AUDITING SERVICES

Recommendation: TAKE the following actions:

1. AWARD a professional services agreement to Vasquez and Company, LLP for the financial audit of fiscal year ended June 30, 2015 for \$6,500.00.
2. AUTHORIZE the Chairman to execute the financial auditing services agreement for the fiscal year ended June 30, 2015.

Item No. 2. CONSIDER AWARDING A PROFESSIONAL SERVICES AGREEMENT TO MICHAEL BAKER INTERNATIONAL FOR PRELIMINARY CIVIL ENGINEERING SERVICES

Recommendation: TAKE the following actions:

1. AWARD a professional services agreement to Michael Baker International for the engineering services in the amount of \$20,000.00.
2. AUTHORIZE the Chairman to execute the professional services agreement, after approval as to form by the Authority Counsel.

DISCUSSION (ITEM 3)

Item No. 3.

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

Recommendation:

Staff is recommending that Change Orders 201, 202, 203, 204, 205, 206, 211 and 212 be approved at the percent of the requested amount listed in the table. Further review of COR (Change Order) 208 and 209 is underway. This will allow Tetra Tech to continue to work on the various items, while allowing additional time for the environmental consultant to work with Tetra Tech and the CRA staff to review and refine the work program for these items.

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 (NONE)

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.

ORAL COMMUNICATIONS (AUTHORITY MEMBERS)

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

RECESS TO CLOSED SESSION

RECONVENE TO OPEN SESSION

ADJOURNMENT



File #: 2015-599, Version: 1

Report to Carson Reclamation Authority

Tuesday, August 04, 2015

Consent

SUBJECT:

CONSIDERATION TO AWARD THE PROFESSIONAL SERVICES AGREEMENT TO VASQUEZ AND COMPANY, LLP FOR ANNUAL FINANCIAL AUDITING SERVICES

I. SUMMARY

According to Section 3.09 of the Bylaws of the Carson Joint Powers Reclamation Authority (Authority), the records and accounts of the Authority shall be audited annually by an independent Certified Public Accountant.

Vasquez and Co., LLP (Auditor) submitted a proposal to conduct the financial audit of the Authority. Vasquez and Co., LLP is the same company that City of Carson staff is recommending to the City Council to perform the annual audit of the books of accounts of the City, the Carson Successor and the Carson Housing Authority.

II. RECOMMENDATION

TAKE the following actions:

1. AWARD a professional services agreement to Vasquez and Company, LLP for the financial audit of fiscal year ended June 30, 2015 for \$6,500.00.
2. AUTHORIZE the Chairman to execute the financial auditing services agreement for the fiscal year ended June 30, 2015.

III. ALTERNATIVES

TAKE any other action the Reclamation Authority Board deems appropriate.

IV. BACKGROUND

Section 3.09 of the Bylaws of the Carson Joint Powers Reclamation Authority (Authority), provides that the records and accounts of the Authority shall be audited annually by an independent Certified Public Accountant.

Vasquez and Co., LLP (Auditor), a CPA firm based in Los Angeles, California, submitted a proposal (Exhibit No. 1) to conduct the financial audit of the Authority. The Auditor has performed annual financial audits of the books of accounts of the City, the Carson Successor Agency, and the Carson Housing Authority for the past 5 fiscal years. In consideration of the first-class level of professional services provided by the Auditor, the City of Carson staff is recommending to the governing bodies the extension of the financial audit for another year. Along the same line, the Authority is recommending the engagement of the professional services of the Auditor. The scope and level of services required of the Auditor is incorporated in the professional services agreement attached to this report as Exhibit No. 2. As part of the services, the Auditor will express an opinion on the audited financial statements of the Authority. The term of the agreement is for the audit of the fiscal year ended June 30, 2015 for an audit fee of \$6,500.00. This cost will be covered by the approved budget of the Authority. The Treasurer of the Authority has been consulted about the appointment of the Auditor and she expressed no objection.

V. FISCAL IMPACT

Funds for this service are included in the adopted FY 2015/16 budget of the Authority, account no. 78-70-781-965-6004.

VI. EXHIBITS

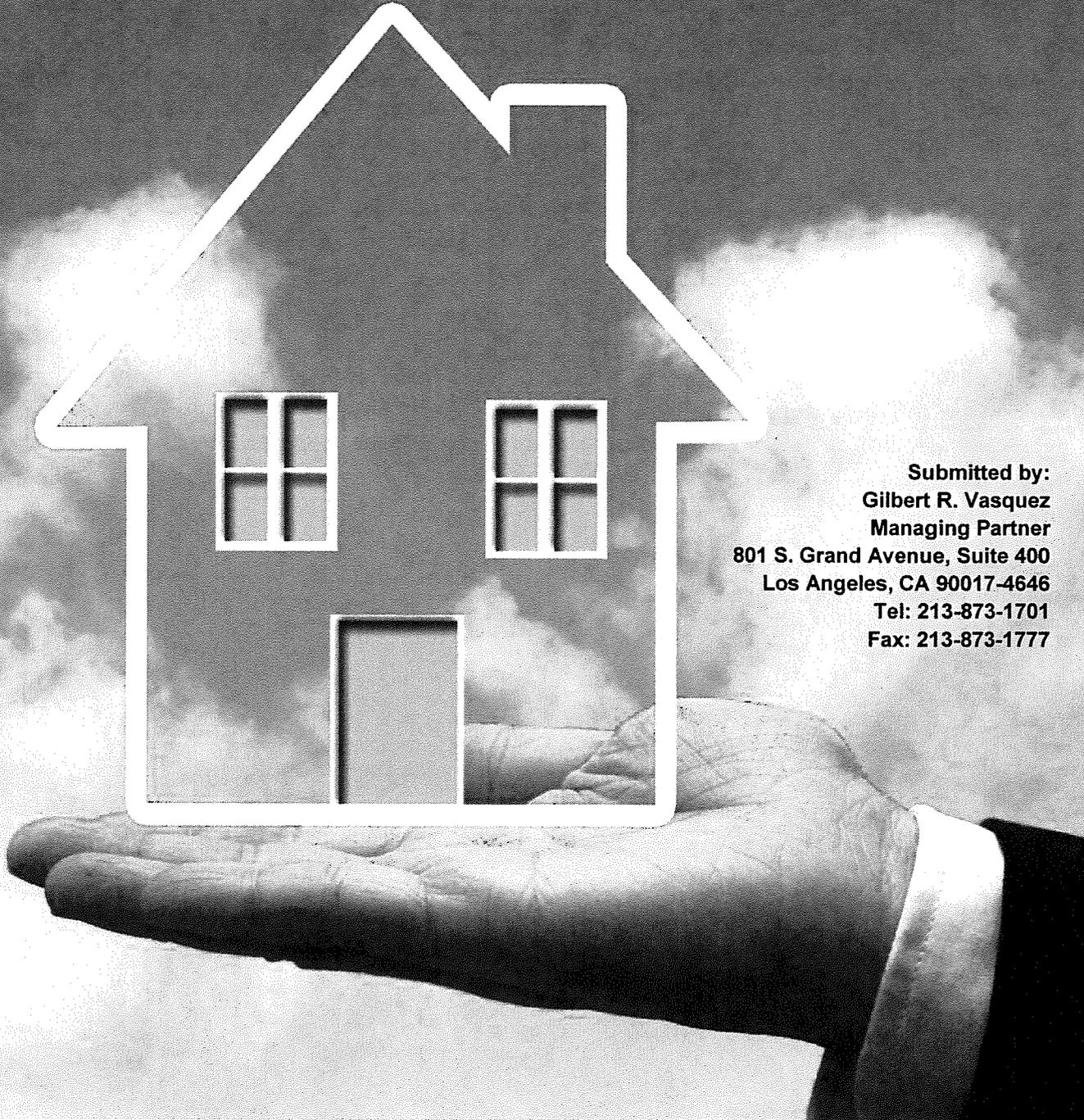
1. Audit Proposal from Vasquez and Co., LLP. (pgs. 3-12)
2. Financial auditing services agreement. (pgs. 13-34)

1.

Prepared by: Trini H. Catbagan

PROPOSAL FOR AUDITING SERVICES

Carson Reclamation Authority



Submitted by:
Gilbert R. Vasquez
Managing Partner
801 S. Grand Avenue, Suite 400
Los Angeles, CA 90017-4646
Tel: 213-873-1701
Fax: 213-873-1777

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McGLADREY ALLIANCE

 **McGladrey**

 **Vasquez**
& Company LLP
Certified Public Accountants and Business Consultants

EXHIBIT NO. 01

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www.vasquezcpa.com

OFFICE LOCATIONS:

Los Angeles

Sacramento

COVER LETTER

July 24, 2015

Kenneth C. Farfsing
Interim City Manager
City of Carson
701 E. Carson Street
Carson, CA 90745

Re: Proposal Letter for Auditing Services

Dear Mr. Farfsing:

Vasquez & Company LLP (Vasquez) is pleased to submit our proposal letter to provide audit services to the Carson Reclamation Authority (Authority) for the fiscal year ended June 30, 2015.

Vasquez, will bring an unbiased perspective to the Authority's systems, operations and practices. Our experience will allow us to assess risk and compare existing policies and procedures to those used by other efficient, reputable authorities and other agencies.

Vasquez remains committed to providing the superior level of customer service the City has come to expect. City management can be assured that our audit will be performed in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants, the standards for financial audits set forth in the U.S. General Accounting Office's *Government Auditing Standards*, the provisions of the Federal Single Audit Act of 1996, and the provisions of the U. S. Office of Management and Budget Circular A-133, *Audits of State, Local Governments, and Nonprofit Organizations*.

We thank you for this opportunity to present our Firm's qualifications. We trust that you will continue to find Vasquez & Company LLP highly qualified to provide the City with professional audit services. Gilbert Vasquez, our managing partner is authorized to represent and negotiate on behalf of our firm. Should you have any questions or desire further assistance, please contact Mr. Gilbert Vasquez, Managing Partner at (213) 629-9094 or via e-mail at grv@vasquezcpa.com.

Very truly yours,

VASQUEZ & COMPANY LLP

A handwritten signature in black ink, appearing to read 'Gilbert R. Vasquez', is written over a light blue horizontal line.

Gilbert R. Vasquez, CPA
Managing Partner

FIRM QUALIFICATIONS AND EXPERIENCE

Vasquez is a full service Certified Public Accounting firm comprised of over 70 professionals and administrators. Founded in 1969, Vasquez has over 45 years of experience in performing financial and compliance audits for all types of governmental entities, nonprofit organizations, privately held and publicly traded companies. As a local firm, we are able to offer timely, personalized attention. Our professionals deliver innovative yet practical solutions that help clients gain competitive advantage. The following represents a partial list of benefits that would accrue to the Authority as a client of the firm:

- Specialty and expertise in the government sector
- Knowledge of Government "best practices"
- Extensive partner involvement
- Keeping up with current trends
- Routine consultation
- Cutting-edge technology utilized to minimize audits costs to you
- Quality assurance

OUR STRATEGIES TO ADDRESS YOUR NEEDS

Our approach to your audit will take into account the following strategies outlined below and described in more detail in the sections to follow:

- Communication throughout the year
- Advanced planning of the audit process to ensure there are no surprises
- Detailed examination of your internal controls
- Well planned and executed audit fieldwork
- Full understanding of local government issues
- Extensive quality control procedures

As a client of Vasquez you will have unlimited access to the many resources our firm has to offer. Your complete client service team is available to consult with the City throughout the year, whenever questions or issues arise. Day-to-day contact between the staff at the City and Vasquez ensures that the audit is efficient, focused appropriately on risk areas, and functioning to keep management well informed.

OFFICE LOCATIONS

Headquarters

801 S. Grand Avenue, Suite 400
Los Angeles, CA 90017-4646
t) 213-873-1700
f) 213-873-1777

Regional

1215 K Street, 17th Floor
Sacramento, CA 95814-3954
t) 916-503-3269
f) 916-503-2401



PERSONNEL RESOURCES

Partners	3
Principals	6
Managers	8
Supervisors	11
Senior Auditors	18
Staff Auditors	22
Professionals	68
Administrators	4
Total	72

ADDITIONAL RESOURCES



An important component of our depth of expertise, adaptability and technological innovation is our relationship with the McGladrey Alliance. McGladrey is the fifth largest accounting firm in the United States and, through our affiliation with the McGladrey Alliance; we have access to over 233 offices and 12,500 people in 47 States and Puerto Rico. These personnel include specialists in the areas of information technology, actuarial science and internal audit services, among others.

GOVERNMENT PRACTICE GROUP

Vasquez has been providing professional services to governmental entities for over 40 years. Our government practice includes local municipalities, utilities including water districts, K-12 local education agencies.

Management Letter Comments

Vasquez makes value-added management letter comments a high priority. Our clients have realized many benefits including: improved operational efficiencies, security and proactive prevention of potential future audit issues. Value-added recommendations to strengthen the administration and internal controls through meaningful management letter comments that meet AICPA standards are provided to all our audit clients at no additional cost.

Our management letter comments are issued in the form of a report and presented as part of the exit conference. During the exit conference, we will list the current year's comment(s) and management's response(s). We will also review the prior year's management comments and advise on the status of the implementation of recommendations.

Quality Control Program

Vasquez has an extensive quality control program designed to monitor compliance with the audit and accounting professional standards and firm policies. Our client service approach requires the active involvement of experienced partners and managers in the audit process to make sure that critical issues are identified and resolved on a timely basis. In fact, every audit engagement requires the following supervisory reviews:

- In-charge auditor review
- Comprehensive review by the audit manager
- Engagement partner review



- Report review by a designated Yellow Book specialist partner (if applicable)

Federal and/or State Desk Reviews

Vasquez is very proud of its record of quality professional service throughout its over 40-year history of professional service and we state with pride that our firm has:

- Never had any disciplinary actions filed against it with the California Board of Accountancy or any other State regulatory body,
- Never received a negative desk or field review from any of our clients' cognizant agencies.

Performance Monitoring and Assessment

The objective of the engagement performance element of our quality control is to provide reasonable assurance that:

- Engagements are consistently performed in accordance with applicable professional standards and regulatory and legal requirements.
- Our firm or engagement partner issues reports that are appropriate in the circumstances.

Policies and procedures for engagement performance address all phases of the design and execution of the engagement, including engagement performance, supervision responsibilities and review responsibilities. Policies and procedures require that consultation takes place when appropriate. Also, our firm has established criteria against which all engagements are to be evaluated to determine whether an engagement quality control review should be performed.

We satisfy the above objectives by establishing and maintaining the following policies and procedures:

- Planning for engagements meets professional, regulatory and firm requirements.
- Qualified engagement team members review work performed by other team members on a timely basis.
- The firm has criteria for determining whether an engagement quality control review should be performed; evaluates all engagements against the criteria; performs an engagement quality control review for all engagements that meet the criteria; and completes the review before the report is released.
- The firm establishes procedures addressing the nature, timing, extent and documentation of the engagement quality control review.
- The firm establishes criteria for the eligibility of engagement quality control reviewers.
- The firm requires that consultation take place when appropriate; that sufficient and appropriate resources are available to enable appropriate consultation to take place; that all the relevant facts known to the engagement team are provided to those consulted; that the nature, scope and conclusions of such consultations are documented; and that conclusions resulting from such consultations are implemented.
- Management follow-up procedure internally called "Voice of the Client" to set tone of "how we did" and "where can we improve".

PEER REVIEW REPORT

Vasquez is a member of the American Institute of Certified Public Accountants (AICPA) Division of Firms and received a Peer Review Rating of 'Pass' without comment the highest rating from the AICPA on its peer review, dated July 18, 2013. This review covered several government engagements comparable in size and audit scope to the Authority. A copy of the peer review opinion follows:





Peer Review Program
 AICPA Institute of Certified Public Accountants

January 13, 2014

Gilbert B. Vasquez, CPA
 Vasquez & Company, LLP
 801 S. Grand Ave. Ste. 400
 Los Angeles, CA 90017

Dear Mr. Vasquez:

It is my pleasure to notify you that on January 9, 2014 the National Peer Review Committee accepted the report of the most recent system peer review of your firm. The due date for your next review is June 30, 2015. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Sincerely,



Betty Jo Charles
 Chair, National Peer Review Committee
 aicpa.org 919 402-4502

cc: Federico Llerenas Quatro Bureau Howard Armstrong

Firm Number 10128115 Review Number 144067

Letter ID 554834



BROWN ARMSTRONG
 Certified Public Accountants

SYSTEM REVIEW REPORT

July 18, 2013

To the Partners
 Vasquez & Company, LLP
 and the National Peer Review Committee

MAIN OFFICE
 2260 TRINITY AVENUE
 SUITE 900
 845 979-9171 (LA) 91309
 TEL 818 324-4971
 FAX 818 324-4997
 EMAIL: info@brownarmstrong.com

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8030 N. PALM AVENUE
 SUITE 300
 951 943-8943 (CA) 917 7
 TEL 951 943-8943
 FAX 951 943-8943

790 S. COLORADO BLVD.
 SUITE 900
 951 943-8943

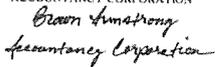
2250 CLAREMONT AVENUE
 SUITE 200
 951 943-8943

PKF
 A member of the PKF Group
 10000 Wilshire Blvd., Suite 1000
 Beverly Hills, CA 90210
 310 206-1000

We have reviewed the system of quality control for the accounting and auditing practice of Vasquez & Company, LLP, (the firm) applicable to non-SEC issuers in effect for the year ended December 31, 2012. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Vasquez & Company, LLP, applicable to non-SEC issuers in effect for the year ended December 31, 2012, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Vasquez & Company, LLP, has received a peer review rating of *pass*.

BROWN ARMSTRONG
 ACCOUNTANCY CORPORATION


SIMILAR ENGAGEMENTS WITH OTHER GOVERNMENT ENTITIES

The Vasquez team has performed numerous audits of governmental organizations subject to financial and compliance audits. Our audits are performed in accordance with auditing standards generally accepted in the United States, Government Auditing Standards, OMB Circular A-133 and its Compliance Supplement (when applicable), and the Office of the State Controller's Minimum Audit Requirements and Reporting Guidelines for California Special Districts (when applicable). Below is a partial list of governments who have been served by members of the Vasquez team:

Government Type		Financial Audit	A-133 Audit
Cities	City of Los Angeles	x	x
	City of Baldwin Park	x	x
	City of Simi Valley	x	x
	City of Carson	x	x
	City of Cudahy	x	x
	City of El Monte	x	x
	City of Gardena	x	x
	City of Hawthorne	x	x
	City of Huntington Park	x	x
	City of Montebello	x	x
	City of Norwalk	x	x
	City of Pico Rivera	x	x
	City of La Puente	x	x
	City of La Verne	x	
	City of Lynwood	x	x
	City of Simi Valley	x	x
City of South Gate	x	x	
City of Temple City	x	x	
Utilities	Central Basin Municipal Water District	x	x
	Metropolitan Water District of Southern California	x	x
	Upper San Gabriel Valley Municipal Water District	x	x
	Water Replenishment District of Southern California	x	
	Walnut Valley Water District	x	
	Valley County Water District	x	
	Municipal Water District of Orange County	x	x
	Riverside Flood Control District	x	x
	Eastern Municipal Water District	x	x
	El Toro Water District	x	
Garden Grove Public Works, Water Division	x		

Government Type		Financial Audit	A-133 Audit
	Pasadena Water & Power	x	
	Anaheim Public Utilities	x	x
	Riverside Public Utilities	x	
	Needles Public Utility Authority	x	
	Los Angeles Department of Water and Power	x	x
	San Gabriel Basin Water Company		x
Transportation	Los Angeles County Metropolitan Transportation Authority	x	
	Foothill Transit	x	x
	OMNITRANS – San Bernardino County	x	
	Monterey-Salinas Transit	x	
	Sun Tran – Tucson, Arizona	x	
	Antelope Valley Transit Authority	x	
	Alameda Corridor Transportation Authority	x	
	San Diego Metropolitan Transit System	x	x
	San Diego Metropolitan Transportation Development Board	x	
	San Diego County Regional Airport Authority	x	x
	Oakland International Airport	x	x
Joint Powers Authorities	Alameda Corridor East Construction Authority	x	x
	San Gabriel Valley Council of Governments	x	
	Southern California Association of Governments	x	x
	Financing Resource Efficiency of California	x	
	Southeast Cities Schools Coalition	x	
	San Gabriel Valley School District's Self Insurance Authority	x	
	California Cities Self-Reliance Joint Powers Authority	x	

PROPOSED FEES

Our fees for the services outlined in this proposal are based on our estimates of the time needed to complete the project at our standard hourly rates. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. The fees are based on the assumption that unexpected circumstances will not be encountered during the audit along with the following:

Engagement Assumptions: The proposed fees assume the following:

1. Staff availability to answer questions within the agreed timeframe.
2. Audit fieldwork procedures conducted at a centralized location.
3. No instances of fraud that will require additional procedures.
4. Staff to prepare all financial statements/schedules.
5. All information requested provided within agreed timeframe.
6. No major programs subject to Single Audit Act
7. Information provided is complete and correct for the year being audited.
8. No other unforeseen events such as:
 - a. Accounting problems.
 - b. Litigation.
 - c. Changes in your business or business environment.
 - d. Contractual difficulties with suppliers, third-party service providers or clients.

The cost proposal contains all pricing information relative to performing the audit engagement as described in this Request for Proposal. The total all-inclusive maximum price contains all direct and indirect costs including all out-of-pocket expenses.

Services	2015
Financial and compliance audit of the Carson Reclamation Authority for the fiscal year ended June 30, 2015	\$ 6,500

For additional services not covered under this proposal, the following rates by staff level will apply.

Hourly Rate by Staff Level	2015
Partner/Principal	\$ 250
Manager	160
Supervisor	140
Senior Staff	120
Junior Staff	100

**CONTRACT SERVICES AGREEMENT
FOR PROFESSIONAL AUDITING SERVICES**

THIS CONTRACT SERVICES AGREEMENT (herein "Agreement"), is made and entered into this ____ day of August, 2015, by and between the CARSON RECLAMATION AUTHORITY, a California Joint Powers Authority created pursuant to California Government Code Section 6500 *et seq.* (herein "Authority"), and VASQUEZ & COMPANY, LLP, a California limited liability partnership (herein "Auditor").

RECITALS

A. WHEREAS, the procurement of services of an estimated value of less than \$10,000.00 requires at least one written proposal pursuant to Section 2160 of the City of Carson Municipal Code.

B. WHEREAS, the Authority has received a written proposal from Auditor for the performance of the services defined and described particularly in Section 1 of this Agreement.

C. WHEREAS, the maximum contract amount for the performance of the services defined and described particularly in Section 1 of this Agreement is less than \$10,000.00.

D. WHEREAS, the Authority has authority to enter into and execute this Agreement pursuant to the City of Carson Municipal Code.

E. WHEREAS, Auditor is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and

F. WHEREAS, Auditor possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein; and

G. WHEREAS, the Authority desires to retain Auditor to render professional auditing services and the Auditor desires to perform these services, as set forth in this Agreement.

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

1.0 SERVICES OF AUDITOR

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, the Auditor 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 Authority entering

into this Agreement, Auditor represents and warrants that Auditor is a provider of first class work and services and Auditor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Auditor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall 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 Auditor's Proposal. The Scope of Service may include the Auditor's proposal or bid which, if included, is 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. All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the Authority and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included, and this Agreement shall be read and enforced as though they were included.

1.4 Licenses, Permits, Fees and Assessments. Auditor 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. Auditor 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 Auditor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless the Authority against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against the Authority hereunder.

1.5 Familiarity with Work. By executing this Agreement, Auditor warrants that Auditor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Auditor warrants that Auditor 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 Auditor discover any latent or unknown conditions, which shall or will materially affect the performance of the services hereunder, Auditor shall immediately inform the Authority of such fact and shall not proceed except at Auditor's risk until written instructions are received from the Contract Officer.

1.6 Care of Work. The Auditor 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 the Authority, except such losses or damages as may be caused by Authority'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. City 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 Auditor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Auditor. Any increase in compensation of up to five percent (5%) of the Contract Sum, 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 Authority. It is expressly understood by Auditor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Auditor 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 Auditor anticipates and that Auditor shall not be entitled to additional compensation therefor. The fees associated with the additional services/extra work are shown in Exhibit B.

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, the Auditor shall be compensated the maximum contract amount of Six Thousand Five Hundred (\$6,500.00) (herein "Contract Sum) for all services provided in connection with the Authority audit for fiscal year ending June 20, 2015. The Contract Sum listed herein shall include all personnel costs and expenses incurred by the Auditor to provide the services. The Contract Sum shall include the attendance of Auditor at all project meetings reasonably deemed necessary by the City. In no event shall Auditor's compensation exceed the Contract Sum without additional authorization from the Authority. Payment by Authority under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment.

2.2 Method of Payment. In any month in which Auditor wishes to receive payment, no later than the first (1st) working day of such month, Auditor shall submit to the Authority in the form approved by the Executive Director of the Authority or his designee, an invoice for services rendered for the previous month no later than the 5th of each month. Auditor's bills shall include a brief description of the services performed and the period for which the services were performed. A final payment of ten percent (10%) will not be rendered until all final reports have been accepted.

Except as provided in Section 9.3, the Authority shall pay Auditor for all expenses stated thereon which are approved by the Authority pursuant to this Agreement no later than the last working day of the month, subject to such extensions as may be necessary to obtain any required approvals for payment from the Authority. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices. No later than thirty (30) business days after the bill and fee analysis have been received, the Authority shall either approve or reject the bill and fee analysis. If the documents are rejected by the Authority, Auditor will be notified, and both parties shall use their best efforts to resolve the disputed items. If any such dispute is not resolved within thirty (30) business days after the bill and fee analysis have been rejected, the Authority shall pay to Auditor that portion of the fee for processing services which are not in dispute.

2.3 Availability of Funds. It is mutually understood between the parties that this Agreement is valid and enforceable only if sufficient funds are made available by the Authority for the purpose of this Agreement. The availability of funding is affected by matters outside the Authority's control, including other governmental entities. Accordingly, the Authority has the option to void the whole Agreement to reflect unanticipated reducing in funding, for any reason.

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

3.0 PERFORMANCE SCHEDULE

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

3.2 Schedule of Performance. Auditor shall commence the services pursuant to this Agreement on or about September 14, 2015 with a draft of the Audited Financial Statement issued on or about October 23, 2015 and the final Audited Financial Statement issued on or about the first week of November, 2015.

3.3 Force Majeure. The time period specified herein for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Auditor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Auditor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Auditor be entitled to recover

damages against the Authority for any delay in the performance of this Agreement, however caused, Auditor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Section 9.8 of this Agreement, this Agreement shall continue in full force and effect until completion of the services.

4.0 COORDINATION OF WORK

4.1 Representative of Auditor. The following principals of Auditor are hereby designated as being the principals and representatives of Auditor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

FOR: "AUDITOR"
VASQUEZ & COMPANY, LLP

Name: Gilbert R. Vasquez, Partner
Address: Vasquez and Company, LLP
801 South Grand Avenue
Los Angeles, CA 90017-4646
Phone: (213) 629-9094
Fax: (213) 996-4242

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for the Authority to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Auditor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principals may not be replaced nor may their responsibilities be substantially reduced by Auditor without the express written approval of the Authority.

4.2 Contract Officer. The Contract Officer shall be the Executive Director of the Authority or his designate. It shall be the Auditor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Auditor shall refer any decisions which must be made by the Authority to the Contract Officer. Unless otherwise specified herein, any approval of the Authority required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the Authority required hereunder to carry out the terms of this Agreement.

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability and reputation of Auditor, its principals and employees were a substantial inducement for the Authority to enter into this Agreement. Therefore, Auditor 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 Authority. 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 Authority. 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 Auditor, 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 Auditor or any surety of Auditor of any liability hereunder without the express consent of the Authority.

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

5.0 INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance. Without limiting Auditor's indemnification obligations as set forth in this Agreement, the Auditor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

a. Comprehensive General Liability Insurance. A policy of comprehensive general liability insurance written on a per occurrence basis using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the equivalent. Defense costs must be paid in addition to limits. Limits shall be no less than \$1,000,000 general aggregate.

b. Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as shall fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Auditor and the Authority 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 Auditor in the course of carrying out the work or services contemplated in this Agreement.

c. Automotive/Vehicle Insurance. A policy of comprehensive automobile/vehicle liability (including owned, non-owned, leased, and hired autos/vehicles) insurance written on a per occurrence basis in an amount not less than \$1,000,000 single limit, per occurrence, for bodily injury and property damage.

d. Employer's Liability Insurance. A policy of employer's liability insurance in an amount not less than two million dollars (\$2,000,000.00) per claim or bodily injury and property damage.

e. Professional Liability Coverage. Auditor shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Auditor's operations under this Agreement, whether such operation be by the Auditor or by its employees, subcontractor, or by other Auditors. The amount of this insurance shall not be less than one million dollars (\$1,000,000.00) on a claims-made annual aggregate basis, or a combined single-limit per occurrence.

5.2 Indemnification. To the full extent provided by law, Auditor agrees to indemnify, defend and hold harmless the Authority, its officers, employees and agents against, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, including paying any legal costs, attorneys fees, or paying any judgment (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 or services of Auditor, its officers, agents, employees, agents, subcontractors, or invitees, provided for herein ("indemnitors"), or arising from Auditor's indemnitors' negligent performance of or failure to perform any term, provision, covenant, or condition of this Agreement, except claims or liabilities to the extent caused by the negligence or willful misconduct of the Authority's indemnitees.

5.3 Certificate of Insurance. Auditor shall provide certificates of insurance with original endorsements to the Authority as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the Authority on or before commencement of performance of this Agreement. Current certificate of insurance shall be kept on file with the Authority at all times during the term of this Agreement.

All of the above policies of insurance shall be primary insurance and shall name the Authority ; its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by the Authority or its officers, employees or agents shall apply in excess of, and not contribute with Auditor's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the Authority, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. 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 ten (10) days prior written notice by certified mail return receipt requested to the Authority. In the event any of said policies of insurance are cancelled, the Auditor 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 Auditor has provided the Authority with Certificates of Insurance or appropriate insurance binders evidencing the above insurance

coverages and said Certificates of Insurance or binders are approved by the Authority. The Authority 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 the Authority.

All certificates shall name the Authority 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 TEN (10) DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed]

Auditor Initials

The Authority, 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 Auditor performs; products and completed operations of Auditor; premises owned, occupied or used by Auditor; or automobiles owned, leased, hired or borrowed by Auditor. The coverage shall contain no special limitations on the scope of protection afforded to the Authority, and their respective elected and appointed officers, officials, employees or volunteers. Auditor'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 the Authority. At the option of the Authority, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Authority or its respective elected or appointed officers, officials, employees and volunteers or the Auditor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Auditor agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Auditor may be held responsible for the payment of damages to any persons or property resulting from the Auditor's activities or the activities of any person or persons for which the Auditor is otherwise responsible nor shall it limit the Auditor's indemnification liabilities as provided in Section 5.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better.

In the event the Auditor subcontracts any portion of the work in compliance with this Agreement, the contract between the Auditor and such subcontractor shall require the

subcontractor to maintain the same policies of insurance that the Auditor is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to the Authority.

6.0 RECORDS AND REPORTS

6.1 Reports. Auditor 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. Auditor 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, Auditor agrees that if Auditor becomes aware of any facts, circumstances, techniques, or events that may or shall materially increase or decrease the cost of the work or services contemplated herein or, if Auditor is providing design services, the cost of the project being designed, Auditor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Auditor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.2 Records. Auditor shall keep, and require subcontractors to keep, such 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. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

6.3 Ownership of Documents. All findings, reports, records, documents and other materials or data including, but not limited to, computer tapes or discs, files, and tapes furnished or prepared by Auditor, or its employees, subcontractors and agents in the performance of this Agreement shall be the property of the Authority and shall be delivered to the Authority upon request of the Contract Officer or upon the termination of this Agreement, and Auditor shall have no claim for further employment or additional compensation as a result of the exercise by Authority of its full rights of ownership of the documents and materials hereunder. Any use of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Auditor shall be at the Authority's sole risk and without liability to Auditor, and the Authority shall indemnify the Auditor for all damages resulting therefrom. Such material shall not be subject of a copyright application by Auditor. Auditor shall, at Auditor's expense, provide such reports, plans, studies, documents and other writings to the Authority upon written request. All subcontractors shall provide for assignment to the Authority of any documents or materials prepared by them, and in the event Auditor fails to secure such assignment, Auditor shall indemnify the Authority for all damages resulting therefrom.

6.4 Release of Documents. The reports, records, documents and other materials prepared by Auditor in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer. Auditor shall deliver

the Authority any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files, audio tapes or any other project related items as requested by the Authority or its authorized representative, at no additional cost to the Authority.

6.5 **Confidentiality.** Auditor covenants that all data, documents, discussions, or other data or information developed or received by Auditor including, but not limited to, computer tapes, discs, or files furnished or prepared by Auditor, provided to the Authority are deemed confidential and shall not be disclosed by Auditor to any person or entity without prior written authorization by the Authority. The Authority shall not grant such authorization if disclosure is required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualifies as trade secrets, as that is defined on the California Government Code Section 6254.7, and of which Auditor informs City of such trade secret.

7.0 AUDITOR'S BOOKS AND RECORDS

7.1 Auditor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to the Authority for a minimum period of seven (7) years, or for any longer period required by law, from the date of the final period audited by Auditor.

7.2 Auditor shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of seven (7) years, or for any longer period required by law, from the date of termination or completion of this Agreement. Auditor shall also respond to the reasonable inquiries of successor auditors and allow successor auditors to review the records.

7.3 Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the Executive Director, the Authority Counsel, the Authority Treasurer or a designated representative of these officers. Copies of such documents shall be provided to the Authority for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Auditor's address indicated for receipt of notices in this Agreement.

7.4 Where the Authority has reason to believe that the records or documents addressed in this section may be lost or discarded due to dissolution, disbandment or termination of Auditor's business, the Authority may, by written request by any of the above-named officers, require that custody of the records be given to the Authority and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Auditor, Auditor's representatives, or Auditor's successor-in-interest.

8.0 NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

8.1 Equal Opportunity Employment. Auditor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such nondiscrimination shall include, but not be limited to, all activities related to initial employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Auditor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

8.2 Interest of Auditor. Auditor (including shareholders, principals, associates and professional employees and subcontractor) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Auditor's services hereunder. Auditor further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

8.3 Covenant Against Discrimination. Auditor 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, marital status, national origin, or ancestry in the performance of this Agreement. Auditor 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, or ancestry.

9.0 ENFORCEMENT OF AGREEMENT

9.1 California Law. This Agreement shall be construed and interpreted 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 Los Angeles, State of California, or any other appropriate court in such county, and Auditor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. Service of process on the Authority shall be made in the manner required by law for service on a public entity. Service of process on Auditor shall be made in any manner permitted by law and shall be effective whether served inside or outside of California.

9.2 Disputes. In the event of a dispute arising under this Agreement, Auditor shall comply with the provisions of this Section, and the Authority may, in its sole discretion, comply with the provisions of this Section. The injured party shall notify the injuring party in writing of its contentions. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such

notice and completes the cure of such default within forty-five (45) days after service of the notice, or such longer period as may be permitted by the injured party; provided that if the default is an immediate danger to the health, safety and general welfare, such immediate action may be necessary. Compliance with the provisions of this Section shall be a condition precedent to termination of this Agreement for cause by Auditor and to any legal action commenced by Auditor, and such compliance shall not be a waiver of Auditor's right to take legal action in the event that the dispute is not cured. Nothing herein shall limit Authority's right to terminate this Agreement with or without cause pursuant to Section 9.8.

9.3 Retention of Funds. Auditor hereby authorizes the Authority to deduct from any amount payable to Auditor (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 the Authority for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which the Authority may be liable to third parties, by reason of Auditor's acts or omissions in performing or failing to perform Auditor'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 Auditor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, the Authority may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of the Authority to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Auditor to insure, indemnify, and protect the Authority as elsewhere provided herein.

9.4 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. 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.

9.5 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.

9.6 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.

9.7 Term of Agreement. The services of Auditor are to commence upon execution of this Agreement and shall continue through the completion and acceptance by the Authority of all reports for fiscal year ending June 30, 2015, unless the Agreement is earlier terminated as provided in Section 9.8.

9.8 Termination Prior to Expiration Of Term. This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The Authority reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Auditor, except that where termination is due to the fault of the Auditor, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Auditor may terminate this Agreement only for cause and with not less than thirty (30) days prior written notice and only after following the procedures of Section 9.2 to enable the Authority to effect a cure of a default. Upon receipt of any notice of termination, Auditor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Auditor has initiated termination, the Auditor 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 this Agreement or such as may be approved by the Contract Officer, except as provided in Section 9.3. In the event the Auditor has initiated termination, the Auditor 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 9.2.

9.9 Termination for Default of Auditor. If termination is due to the failure of the Auditor to fulfill its obligations under this Agreement, the Authority may take over the work and prosecute the same to completion by contract or otherwise, and the Auditor 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 Authority shall use reasonable efforts to mitigate such damages), and the Authority may withhold any payments to the Auditor for the purpose of set-off or partial payment of the amounts owed the Authority as previously stated.

9.10 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 its expert witness fees and 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.

10.0 MISCELLANEOUS PROVISIONS

10.1 Notice. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 72 hours from the time of mailing if mailed as provided in this section.

If to City: Executive Director of the Carson Reclamation Authority
City of Carson
701 East Carson Street
Carson, CA 90745
Fax: (310) 518-2874

If to Auditor: Gilbert R. Vasquez
Vasquez and Company, LLP
801 South Grand Avenue
Los Angeles, CA 90017-4646
Fax: (213) 996-4242

10.2 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.

10.3 Integration; Amendment. 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. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

10.4 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.

10.5 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.

10.6 Authority to Execute. The person (s) 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.

10.10 Warranty & Representation of Non-Collusion. No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of “financial interest” shall be consistent with State law and shall not include interests found to be “remote” or “noninterests” pursuant to Government Code Sections 1091 or 1091.5 Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in the payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Auditor’s Authorized Initials _____

10.11 Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

10.12 Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

10.13 Waiver. The delay or failure of either party at any time to require performance of compliance by the other of any of its obligations or Agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of the waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

10.14 Responsibility for Errors. Auditor shall be responsible for its work under this Agreement. Auditor, when requested, shall furnish clarification and/or explanation as may be required by the Authority’s representative, regarding any services rendered under this Agreement at no additional cost to the Authority. In the event that an error or omission attributable to Auditor

occurs, in breach of this Agreement, then Auditor shall, at no cost to the Authority, provide all necessary design drawings, estimates, and other Auditor professional services necessary to rectify and correct the matter to the sole satisfaction of the Authority and to participate in any meeting required with regard to correction.

10.15 Entire Agreement; Amendment. This Agreement, and any other documents incorporated herein by specific reference, represents the entire and integrated Agreement between the Authority and Auditor. This Agreement may not be amended, nor any provisions or breach hereof waived, except in a writing signed by the parties which expressly refers to this Agreement.

10.16 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

[SIGNATURE PAGE TO FOLLOW]

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

“AUTHORITY”

CARSON RECLAMATION AUTHORITY

By: _____
Chairman

ATTEST:

AUTHORITY SECRETARY

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

AUTHORITY COUNSEL

AUDITOR:

VASQUEZ & COMPANY, LLP

By: _____
[signature to be notarized]

Name: _____

Title: _____

By: _____
[signature to be notarized]

Name: _____

Title: _____

Address: _____

EXHIBIT "A"
SCOPE OF SERVICES

I. Contractor will perform the following Services for the fiscal year ending June 30, 2015 as follows:

- A. Provide a financial audit of the financial statements of the Carson Reclamation Authority for the Fiscal Year Ended June 30, 2015. The audit will be conducted in accordance with auditing standards generally accepted in the United States of America (GAAS). Those standards require that auditors plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. It involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements, with the objective of expressing an opinion on the financial statements.

Auditor represents and warrants that Auditor has the training and ability to perform the services hereunder as a material inducement to enter into this Agreement. Auditor shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Auditor under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Auditor's field of expertise.

Following the completion of the audit of the fiscal year's financial statements, the Auditor shall issue the Audited Financial Statements for the Authority. The report shall be in accordance and/or in compliance with the latest GASB pronouncements and requirements of other regulatory agencies."

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

- A. Audited Financial Statements for the year ending June 30, 2015 for the Authority

III. The following schedule of performance shall apply to the Services:

- A. Auditor shall deliver the work product described in Section II herein by December 1, 2015.
- B. The Executive Director or his/her designee may approve extensions for performance of the Services in writing but not exceeding one hundred eighty (180) days cumulatively.

IV. All work product is subject to review and acceptance by the Authority, and must be revised by the Auditor without additional charge to the Authority until found

satisfactory and accepted by the Authority.

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

- A. Margaret McBride, CPA, Partner
- B. Gilbert R. Vasquez, CPA, Managing Partner

EXHIBIT "B"
SCHEDULE OF FEES
FOR ADDITIONAL SERVICES/EXTRA WORK

The hourly rates to be charged for additional services should be in accordance with the amount shown below. All costs will be in addition to the annual audit and will be contracted for in a separate agreement, if needed.

	Hourly Rate
Partners/Principals	\$250
Managers	\$160
Supervisory Staff	\$140
Senior Staff	\$120
Junior Staff	\$100

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that

STATE OF CALIFORNIA
 COUNTY OF LOS ANGELES

On _____, 2015 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.

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

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2015 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 OR TYPE OF DOCUMENT
	TITLE(S)	_____
<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)	DATE OF DOCUMENT
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/>	OTHER _____	_____
	_____	SIGNER(S) OTHER THAN NAMED ABOVE



File #: 2015-614, Version: 1

Report to Carson Reclamation Authority

Tuesday, August 04, 2015

Consent

SUBJECT:

CONSIDER AWARDING A PROFESSIONAL SERVICES AGREEMENT TO MICHAEL BAKER INTERNATIONAL FOR PRELIMINARY CIVIL ENGINEERING SERVICES

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 of the site for the purposes of completing the remediation.

This action would approve a contract for civil engineering services with Michael Baker International in the amount of \$20,000.

II. RECOMMENDATION

TAKE the following actions:

1. AWARD a professional services agreement to Michael Baker International for the engineering services in the amount of \$20,000.00.
2. AUTHORIZE the Chairman to execute the professional services agreement, after approval as to form by the Authority Counsel.

1.

III. ALTERNATIVES

TAKE any other action the Reclamation Authority Board deems appropriate.

IV. BACKGROUND

Since taking title to the property in May, 2015, the CRA Board has taken a number of actions to move the development project forward and to create systems that allow the review and approval of the work undertaken by the remediation contractor, Tetra Tech. City and CRA staff continue to work with Tetra Tech on a number of on-site issues, including the implementation of the Stormwater Pollution Prevention Plan (SWPPP), as well as preliminary engineering design issues related to the ultimate development of the site. These tasks include the location of utilities, final grading elevations, off-site improvements and a number of other civil engineering issues. The previous owner of the project, Starwood Capital, had engaged RBF Civil Engineering for these engineering tasks. CRA staff solicited a proposal from RBF, now Michael Baker International, to perform a limited number of critical services over the next several months. Most time-sensitive is the review and development of the SWPPP, which is the mandated plan for handling stormwater runoff in the event of a rainstorm. Given the unique geotechnical conditions of the site, which include cells with synthetic liners and clay caps, updating the SWPPP immediately is critical in order for the contractors to prepare for what is predicted to be an extraordinary El Niño rainy season. In addition, staff asked them to review the cost of filling in the Lenardo Road depression on site.

- **TASK 1: STORMWATER POLLUTION PROTECTION PLAN (SWPPP) REVIEW AND UPDATE**

Consultant shall meet with Tetra Tech field representatives to discuss and review existing field conditions and ongoing construction. Subsequent to that meeting, the existing SWPPP shall be updated to meet current water quality regulations. A cost estimate to implement the stormwater BMPs will also be prepared.

- **TASK 2: PRELIMINARY ENGINEERING SUPPORT**

Consultant shall assist the Carson Reclamation Authority with miscellaneous preliminary engineering tasks in support of Project. These include, but are not limited to:

- Preliminary studies related to filling of the street depression;
- Quantity and cost estimates related to the street depression including costs for modifications to existing utilities and required earthwork;

- Preliminary Grading Studies (including the street depression);
- Preliminary Review of Site Plans;
- Review of Existing and Proposed Utilities;
- Review of Offsite Improvements and Conditions of Approval;
- Preliminary Quantity and Cost Estimating;
- Project Meetings;
- Other Miscellaneous Services as requested.

The scope and level of services is incorporated in the professional services agreement attached to this report as Exhibit No. 1. The term of the agreement is one year for a fee of \$20,000.00 (Exhibit No. 2). This cost will be covered by the approved budget of the Authority. Over the course of the year, as the nature of the final development project becomes more defined, additional civil engineering services will be required, and those contracts (or amendments) will return to the Board for approval.

V. FISCAL IMPACT

Funds for this service are included in the adopted FY 2015/16 budget of the Authority, account no. 78-70-781-965-6004.

VI. EXHIBITS

1. Proposal from Michael Baker International. (pgs. 4-6)
2. Professional services agreement. (pgs. 7-31)

Prepared by: John S. Raymond, Executive Director

July 14, 2015

JN 140835

Mr. John Raymond
Director of Community and Economic Development
CITY OF CARSON
701 E. Carson Street,
Carson, CA 90745

Subject: Proposal for Professional Engineering Services, Carson, CA

Dear Mr. Raymond:

Michael Baker International is pleased to provide the attached proposal for Professional Engineering Services for due diligence support for your proposed development on the Boulevards at South Bay Development, former Cal Compact Landfill, in the City of Carson, California.

Enclosed is our proposed Scope of Services and Compensation, Exhibit A and our 2015 Hourly Rate Schedule, Exhibit B. If this proposal is acceptable to you, please forward us your standard agreement for our review and execution.

We look forward to working with you and your consultant team on this project. You may reach me at (949) 855-5797 with any questions, comments or requests.

Sincerely,



Craig Johnson, P.E.
Land Development

pc: John Gebhardt, Segal Advisors
Rick Carrell, Michael Baker International

H:\pdata\140835\Carson, City of Carson NFL PrelimEngin.docx

EXHIBIT NO. 1

EXHIBIT A SCOPE OF SERVICES

Consultant (Michael Baker International) agrees to perform the following services:

TASK 1 STORM WATER POLLUTION PROTECTION PLAN (SWPPP) REVIEW AND UPDATE

Consultant shall meet with Tetra Tech field representatives to discuss and review existing field conditions and ongoing construction. Subsequent to that meeting, the existing SWPPP shall be updated to meet current water quality regulations. A cost estimate to implement the stormwater BMPs will also be prepared.

This task will be billed on a Time and Materials basis not to exceed the authorized budget. Should the total of the monthly billings, for this task, reach eighty percent (80%) of the budget amount, Client and Consultant will review the status of the work to determine the need for an increase in the budget amount and whether additional budget authorization to complete the task is appropriate.

BUDGETARY FEE: \$ 6,000

TASK 2 PRELIMINARY ENGINEERING SUPPORT

Consultant shall assist the City of Carson with miscellaneous preliminary engineering tasks in support of Project. These include, but are not limited to:

- Preliminary studies related to filling of the street depression
- Quantity and cost estimates related to the street depression including costs for modifications to existing utilities and required earthwork
- Preliminary Review of Site Plans
- Preliminary Site Grading Studies
- Review of Existing and Proposed Site Utilities
- Review of Offsite Improvements and Conditions of Approval
- Preliminary Quantity and Cost Estimating
- Project Meetings
- Other Miscellaneous Services as requested

This task will be billed on a Time and Materials basis not to exceed the authorized budget. Should the total of the monthly billings, for this task, reach eighty percent (80%) of the budget amount, Client and Consultant will review the status of the work to determine the need for an increase in the budget amount and whether additional budget authorization to complete this phase of the project is appropriate.

BUDGETARY FEE: \$ 14,000

TOTAL BUDGETARY FEE: \$ 20,000

EXHIBIT B

**Michael Baker International
 HOURLY RATE SCHEDULE**

Effective January 2015 through December 2015

OFFICE PERSONNEL	\$/ Hour
Senior Principal.....	\$285.00
Principal.....	255.00
Project Director.....	240.00
Program Manager.....	230.00
Senior Project Manager.....	220.00
Project Manager.....	200.00
Structural Engineer.....	200.00
Technical Manager.....	190.00
Senior Engineer.....	175.00
Senior Planner.....	175.00
Electrical Engineer.....	170.00
Biologist.....	165.00
Landscape Architect.....	160.00
Senior GIS Analyst.....	154.00
Project Engineer.....	152.00
Project Planner.....	152.00
Environmental Specialist.....	150.00
Design Engineer/Senior Designer/Survey Analyst.....	150.00
GIS Analyst.....	130.00
Designer/Planner.....	125.00
Project Coordinator.....	120.00
Graphic Artist.....	110.00
Environmental Analyst/Staff Planner.....	110.00
Design Technician.....	110.00
Assistant Engineer/Planner.....	100.00
Permit Processor.....	90.00
Engineering Aid/Planning Aid.....	80.00
Office Support/ Clerical.....	70.00
SURVEY PERSONNEL	
2-Person Survey Crew.....	\$260.00
1-Person Survey Crew.....	165.00
Licensed Surveyor.....	185.00
Field Supervisor.....	175.00
CONSTRUCTION MANAGEMENT PERSONNEL	
Principal Construction Manager.....	\$235.00
Construction Manager.....	210.00
Contract Manager.....	175.00
Resident Engineer.....	175.00
Construction Inspector (Prevailing Wage).....	175.00
Construction Inspector (Non-Prevailing Wage).....	140.00
Field Office Engineer.....	115.00
Construction Technician.....	97.00
Contract Support.....	75.00

Note: Blueprinting, reproduction, messenger service and other direct expenses will be charged as an additional cost plus 15%. A Sub-consultant Management Fee of fifteen-percent (15%) will be added to the direct cost of all sub-consultant services to provide for the cost of administration, sub-consultant consultation and insurance. Vehicle mileage will be charged as an additional cost at the IRS approved rate.

PROFESSIONAL SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

Michael Baker International (“MBI”)

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CARSON RECLAMATION AUTHORITY AND
MICHAEL BAKER INTERNATIONAL**

THIS AGREEMENT FOR CONTRACT SERVICES (herein“ Agreement”) is made and entered into this 1st day of July, 2015 by and between the Carson Reclamation Authority (“CRA”) and Michael Baker International (“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, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following vetting of other civil engineering consulting firms and Consultant’s 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 Twenty Thousand Dollars (\$20,000) (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

exclusive direction and control of the Principals. For purposes of this Agreement, the Principals 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

_____, Chairman

ATTEST:

_____, Authority Secretary

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	_____ 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

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:

TASK 1 STORM WATER POLLUTION PROTECTION PLAN (SWPPP) REVIEW AND UPDATE

Consultant shall meet with Tetra Tech field representatives to discuss and review existing field conditions and ongoing construction. Subsequent to that meeting, the existing SWPPP shall be updated to meet current water quality regulations. A cost estimate to implement the stormwater BMPs will also be prepared.

TASK 2 PRELIMINARY ENGINEERING SUPPORT

Consultant shall assist the City of Carson and/or the Carson Reclamation Authority with miscellaneous preliminary engineering tasks in support of Project. These include, but are not limited to:

- Preliminary studies related to filling of the street depression
- Quantity and cost estimates related to the street depression including costs for modifications to existing utilities and required earthwork
- Preliminary Grading Studies (including the street depression)
- Preliminary Review of Site Plans
- Review of Existing and Proposed Utilities
- Review of Offsite Improvements and Conditions of Approval
- Preliminary Quantity and Cost Estimating
- Project Meetings
- Other Miscellaneous Services as requested

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 appraised 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 1 and 2 time and materials will be billed on a Time and Materials basis 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 1	6 months	12/31/15
B.	Task 2	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.



File #: 2015-615, Version: 1

Report to Carson Reclamation Authority

Tuesday, August 04, 2015

Discussion

SUBJECT:

APPROVAL OF CHANGE ORDERS BY THE CARSON RECLAMATION 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

This action item requests for a review and approval of Change Orders 201, 202, 203, 204, 205, 206, 211 and 212 at the percent of the requested amount listed in the table. This will allow Tetra Tech to continue to work on the various items, while allowing additional time for the environmental consultant to work with Tetra Tech and the CRA staff to review and refine the work program for these items.

II. RECOMMENDATION

Staff is recommending that Change Orders 201, 202, 203, 204, 205, 206, 211 and 212 be approved at the percent of the requested amount listed in the table. Further review of COR (Change Order) 208 and 209 is underway. This will allow Tetra Tech to continue to work on the various items, while allowing additional time for the environmental consultant to work with Tetra Tech and the CRA staff to review and refine the work program for these items.

III. ALTERNATIVES

TAKE another action the Authority deems appropriate.

IV. BACKGROUND

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 of 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.

The CRA Board has taken a number of actions to move the project forward and to create systems that allow the review and approval of the work undertaken by the remediation contractor, Tetra Tech, in a fair but transparent manner. City staff and CRA staff continue to work with Tetra Tech on budget issues for the next nine month period and to establish a process for the payment of the invoices. On June 16th, the Board approved a contract with John Gebhardt as the remediation project manager, and on July 7th, a contract with SCS Engineers for remediation technical review.

Analysis:

On July 7, the Board approved Change Orders 200, 207 and 208 at 85% of the requested amount, which allowed 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 also communicated 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.

Once the CORs are approved and the work performed, CRA staff will perform the initial review of the invoices, with assistance from the CRA's environmental/engineering consultants. The invoices will then be sent on to the City staff for review and scheduling for the CRA board approval.

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 is exploring, including site security, stormwater pollution prevention planning and site maintenance activities and the need to pay prevailing wage for certain maintenance activities. As mentioned above, CRA has retained SCS Engineers 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.

After the review of the Tetra Tech Change Order Requests for appropriateness per the original contract, CRA team is referring to the Board the following Change Order Requests:

COR #	Description	Requested Amount by Tetra Tech	SCS Recommend
200	Project Management	\$ 723,128.88	85%
201	Perimeter Monitoring	\$ 512,621.00	80%
202	Vector control	\$ 114,557.00	80%
203	Site security & site maintenance	\$ 528,394.46	80%
204	Watering the prescriptive cover	\$ 142,869.00	80%
205	Annual storage yard maintenance	\$ 50,465.00	80%
206	Quarterly soil gas monitoring	\$ 66,001.00	80%
207	Waterproof vaults & close liner windows	\$ 47,335.00	85%
208	Construction management of LFGES	\$ 91,490.00	85%
209	SWPPP for 12 months	\$ 865,283.00	80%
210	Insurance claim deductible reimbursement	\$ 10,001.00	100%
211	Alternative Compliance Plan for LFGETS	\$ 123,869.00	35%
212	LFG System OM&M for cells 3 and 5	\$ 482,257.00	65%

CORs 200, 207 and 208 were approved at 85% of the requested amount on July 7. Most of the new CORs, as shown above, are recommended at 80%, rather than 85%, with the exception of the Alternative Compliance Plan for LFGETS at 35%, the LFG system at 65%, and the insurance reimbursement at 100%.

V. FISCAL IMPACT

These Change Orders are budgeted in the CRA budget, adopted on July 7. A portion of the work will be paid from the Carson Holdings deposit of \$1,200,000, and the remainder is to be paid by the 2015 Series B Successor Agency bond proceeds

.VI. EXHIBITS

1. COR-201 Perimeter Monitoring Months Beginning April 2015. (pgs. 4-10)
2. COR-202 Vector Control 12 Months Beginning June 2015. (pgs. 11-16)
3. COR-203 Site Security, Site & Flare Maintenance. (pgs. 17-23)
4. COR-204 Watering of Prescriptive Cover Along Perimeter. (pgs. 24-28)
5. COR-205 Annual Storage Yard Maintenance. (pgs. 29-36)
6. COR-206 Quarterly Soil Gas Monitoring. (pgs. 37-41)
7. COR-209 SWPPP For 12 Months Beginning April 2015. (pgs. 42-53)
8. COR-210 LFGETS and GW System Costs Insurance Claim Deductible. (pgs. 54-57)
9. COR-211 SCAQMD Rule 1150.1 Alternative Compliance Plan for LFGETS. (pgs. 58-63)
10. COR-212 for LFG System OMM for Cells. (pgs. 64-69)

Prepared by: John S. Raymond, Executive Director



TETRA TECH, INC.
 20400 Main Street
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CHANGE ORDER REQUEST: BSB CPFCOR-201

Request Date: 23-Jun-2015
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: John Raymond, Director

Change Order Overview:

Due to the further extension of the project schedule, a Change Order to reimburse Tetra Tech for continued perimeter monitoring is required. This change order request BSB CPFCOR-201 covers 12 months commencing 04-01-15. Tetra Tech's previous change order requests and payments for this work have been settled with the previous owner Carson Marketplace. 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. The existing perimeter monitoring program is a requirement of the Project Environmental Impact Report (EIR), a general regulatory requirement, and a requirement of several Project plans and permits. The perimeter monitoring program needs to be continued because the Project is still under construction and not complete due to extension of the development schedule. This change order request assumes that monitoring will continue at the existing level of effort and scope of work being currently utilized, including the reduction in monitoring stations and sampling frequency that was approved by DTSC in 2010. In the event that the activity level is increased over the current level or the number of sampling stations and monitoring equipment or the frequency of sample collection or monitoring is changed via regulatory request or in response to Client's proposed

Authorization:

Tetra Tech requests written authorization of this revised change order by no later than June 10, 2015.

Client CO Designation		Change Order Amount	New Contract Value	Date of Approval
	Amount of the Fixed Price Allocated to the Contractor Guaranteed Services		\$ 106,704,813.00	12/31/2007
	Amount of the Fixed Price Allocated to the AIG EPP Services		\$ 11,852,156.00	12/31/2007
	Amendment 3 Funding Delay Interest Adjustment	\$ 4,101,058.00	\$ 122,658,027.00	6/3/2009
CO-1	Demolition of Streets and Utilities	\$ 904,281.00	\$ 123,562,308.00	9/16/2008
CO-2	Geotechnical Investigation for Lenard Depression	\$ 40,637.00	\$ 123,602,945.00	10/3/2008
CO-3	SE Excavation	\$ 1,604,077.00	\$ 125,207,022.00	10/24/2008
CO-4	EIR Addendum to address vibration levels from pile driving and DDC	\$ 30,975.53	\$ 125,237,997.53	5/20/2009
CO-5	Design Team Coordination	\$ 85,557.15	\$ 125,323,554.68	6/3/2009
CO-6	Apartments	\$ 1,013,353.00	\$ 126,336,907.68	1/27/2010
CO-7	Phased Construction Planning	\$ 302,116.00	\$ 126,639,023.68	3/17/2010
CO-8	Refuse Relocation for Lenardo Depression	\$ 459,717.00	\$ 127,098,740.68	5/18/2010
CO-9	Rough Grading for Lenardo Depression	\$ 180,726.00	\$ 127,279,466.68	5/18/2010
CO-10	Design Team Coordination	\$ 41,113.21	\$ 127,320,579.89	6/8/2010
CO-12	Monitoring (July 2010 - December 2010)	\$ 383,972.00	\$ 127,704,551.89	8/16/2010
CO-13	Construction Management for Landfill Gas System	\$ 313,784.00	\$ 128,018,335.89	9/1/2010
CO-14	SWPPP Retention Ponds	\$ 175,203.00	\$ 128,193,538.89	9/1/2010
CO-15	Del Amo Gardens	\$ 239,174.00	\$ 128,432,712.89	9/1/2010
CO-16	Procure Temporary Liner	\$ 517,532.00	\$ 128,950,244.89	10/17/2010
CO-17	SWPPP Preparation for Phasing Plan	\$ 331,718.00	\$ 129,281,962.89	11/3/2010
CO-18	Monitoring For Utility Installation (Cost Estimate 7 Months) - Start Sept	\$ 266,823.00	\$ 129,548,785.89	11/3/2010
CO-19	Install Predevelopment Cap	\$ 1,194,327.00	\$ 130,743,112.89	12/22/2010
CO-20	DTSC Field Services (7 Mo. Starting September 2010)	\$ 127,099.00	\$ 130,870,211.89	12/16/2010
CO-21	Maintain SWPPP through 2010-2011 Wet Season	\$ 376,789.00	\$ 131,247,000.89	12/16/2010
CO-22	Identify depth of landfill refuse at the new CDS location and along line "D"	\$ 34,465.00	\$ 131,281,465.89	3/7/2011
CO-23	Construction Management for the Landfill Cap	\$ 518,390.00	\$ 131,799,855.89	3/25/2011
CO-24	Remaining Budget 2011 SWPPP Season	\$ 302,233.00	\$ 132,102,088.89	4/26/2011
CO-25	Site Security and Maintenance for an additional 6 months	\$ 186,108.00	\$ 132,288,196.89	4/26/2011
CO-26	Project Management for an Additional 6 months	\$ 347,415.00	\$ 132,635,611.89	4/26/2011
CO-27	Project Management during Holding Phase (24 months beginning January 1, 2011)	\$ 1,117,333.00	\$ 133,752,944.89	10/14/2011
CO-28	Site Perimeter Monitoring for 2011 and 2012 for 20 Months	\$ 973,813.00	\$ 134,726,757.89	9/19/2011
CO-29	Monitoring during Utility Installation by Others	\$ 325,422.00	\$ 135,052,179.89	9/19/2011
CO-30	CDS Unit unit along storm water line "D"	\$ 93,658.00	\$ 135,145,837.89	6/24/2011
CO-31	Baseline risk assessment for phased construction	\$ 80,052.00	\$ 135,225,889.89	8/15/2011
CO-32	Storm Drain Pipe Crushing	\$ 125,382.00	\$ 135,351,271.89	10/17/2011
CO-33	SWPPP October - December 2011	\$ 648,184.00	\$ 135,999,455.89	11/8/2011
CO-34	Onsite Office and Administration (Oct. 2011 - Feb. 2012)	\$ 128,078.00	\$ 136,127,533.89	12/8/2011
CO-35	Modifications to LFGES for permit compliance	\$ 345,061.00	\$ 136,472,594.89	12/8/2011
CO-36	Preliminary analysis of the proposed phased construction	\$ 50,000.00	\$ 136,522,594.89	1/11/2012
CO-37	White surface tretment purchase BPS liner	\$ 30,465.00	\$ 136,553,059.89	3/2/2012
CO-38	Evaluation of potential refuse reconsolidation in cell A2	\$ 29,696.00	\$ 136,582,755.89	3/19/2012
CO-39	Provide interim extra cover of soil to meet the DTSC requirements.	\$ 311,726.00	\$ 136,894,481.89	4/2/2012
CO-40	SWPPP from March 2012 through September 2012	\$ 377,254.00	\$ 137,271,735.89	4/19/2012
CO-41	Evaluation of Phased development plan	\$ 474,840.00	\$ 137,746,575.89	7/25/2012
CO-42	Inspection & repair of GW pipes damage/impacted by others while installing dry utilities	\$ 108,010.00	\$ 137,854,585.89	8/23/2012
CO-43	Watering of the slopes along the perimeter	\$ 55,245.00	\$ 137,909,830.89	8/27/2012
CO-44	Quarterly soil gas sampling	\$ 58,524.00	\$ 137,968,354.89	9/13/2012
CO-45	Unspecified development related tasks	\$ 50,000.00	\$ 138,018,354.89	9/13/2012
CO-46	Project Management from 1 Oct 2012 through 31 Jan 2013.	\$ 786,961.00	\$ 138,805,315.89	10/16/2012
CO-47	SWPPP from 1 Oct 2012 through 31 Jan 2013.	\$ 1,102,518.00	\$ 139,907,833.89	10/16/2012
CO-48	Soil stockpile planning	\$ 386,121.00	\$ 140,293,954.89	10/16/2012

CO-49	RAP above grade LFG system	\$	1,612,426.00	\$	141,906,380.89	10/16/2012
CO-50	Site Perimeter Monitoring from Nov 2012 for 4 Months	\$	232,384.00	\$	142,138,764.89	12/27/2012
CO-51	Project Management (Stipulated Settlement)	\$	300,000.00	\$	142,438,764.89	5/29/2013
CO-52	Third party QC for DTSC for upto 2 months.	\$	24,972.00	\$	142,463,736.89	4/1/2013
CO-53	Perimeter Monitoring for additional 2 months (mid April 2013)	\$	120,000.00	\$	142,583,736.89	5/8/2013
CO-54	CM Landfill Gas (Stipulated Settlement)	\$	382,187.20	\$	142,965,924.09	5/29/2013
CO-55	CM Landfill Cap (Stipulated Settlement)	\$	448,016.00	\$	143,413,940.09	5/29/2013
CO-56	Extended CM costs not Covered by the Settlement	\$	40,248.00	\$	143,454,188.09	7/25/2013
CO-57	Perimeter Monitoring for 6 Months through Dec 31, 2013.	\$	326,928.64	\$	143,781,116.73	8/22/2013
CO-58	Water Perimeter Slopes for 4 Months through Sep 2013.	\$	77,139.33	\$	143,858,256.06	8/22/2013
CO-59	Project Management May 14 to July 5, 2013	\$	205,898.95	\$	144,064,155.01	8/22/2013
CO-60	Vector Control for initial 3 Month period	\$	83,083.14	\$	144,147,238.15	8/22/2013
CO-61	Maintain Storage Yard	\$	53,632.90	\$	144,200,871.05	8/22/2013
CO-62	Project Management from July 8, 2013 through Sep 30, 2013	\$	254,250.00	\$	144,455,121.05	10/17/2013
CO-63	Project Management through Oct 01, 2013 through Dec 31, 2013	\$	254,247.00	\$	144,709,368.05	1/9/2014
CO-65	Third party QC for DTSC through Dec 2013	\$	58,914.91	\$	144,768,282.96	11/27/2013
CO-66	Top of refuse exploration & mapping for Cell A2	\$	46,618.58	\$	144,814,901.54	11/27/2013
CO-67	Quarterly soil gas monitoring for two quarters	\$	31,722.30	\$	144,846,623.84	11/27/2013
CO-69	Third party QC for DTSC from Jan 01, 2014 through Jun 30, 2014	\$	48,435.00	\$	144,895,058.84	2/21/2014
CO-74	Third party QC for DTSC from Jul 01, 2014 through Dec 31, 2014	\$	51,251.00	\$	144,946,309.84	
CO-75	Vector control for additional 3 month period	\$	55,763.14	\$	145,002,072.98	6/24/2014
CO-76	Site security and site maintenance	\$	339,271.00	\$	145,341,343.98	7/30/2014
CO-77	Maintain Storage Yard	\$	48,614.00	\$	145,389,957.98	7/30/2014
CO-78	Quarterly soil gas monitoring for 3rd and 4th quarters of 2014	\$	35,800.00	\$	145,425,757.98	9/4/2014
CO-79	Correct sewer line blockage	\$	9,143.04	\$	145,434,901.02	10/7/2014
CO-81	SWPPP for 8 weeks	\$	281,979.58	\$	145,716,880.60	12/15/2014
CO-82	Implementation plan & cost estimate for LFG startup in A3&A5	\$	42,133.00	\$	145,759,013.60	3/17/2015
CO-83	Redesign LFG collection system in cell A3 and A5	\$	54,042.00	\$	145,813,055.60	3/23/2015
CO-84	Weed abatement at the 11 acre site north of Del Amo Blvd.	\$	20,806.82	\$	145,833,862.42	5/6/2015
	Total of Approved change orders	\$	23,175,835.42			



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CHANGE ORDER REQUEST: BSB CPFCOR-201

Request Date: 23-Jun-2015
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: John Raymond, Director

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 continued perimeter monitoring is required. This change order request BSB CPFCOR-201 covers 12 months commencing 04-01-15. Tetra Tech's previous change order requests and payments for this work have been settled with the previous owner Carson Marketplace. 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. The existing perimeter monitoring program is a requirement of the Project Environmental Impact Report (EIR), a general regulatory requirement, and a requirement of several Project plans and permits. The perimeter monitoring program needs to be continued because the Project is still under construction and not complete due to extension of the development schedule. This change order request assumes that monitoring will continue at the existing level of effort and scope of work being currently utilized, including the reduction in monitoring stations and sampling frequency that was approved by DTSC in 2010. In the event that the activity level is increased over the current level or the number of sampling stations and monitoring equipment or the frequency of sample collection or monitoring is changed via regulatory request or in response to Client's proposed Development Plan, this change order will need to be revised or a new change order will need to be issued to reflect those changes and additional costs. 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.

Scope of Work:

This change order includes the following tasks:

1. Monitoring of dust levels at four fixed location monitoring stations (one location at the site main entrance gate on Del Amo Boulevard and three other station locations around the Site perimeter selected by DTSC). Dust data is collected using TSI DustTrak data logging dust meters equipped with environmental instrument enclosures and extended battery systems. Dust data is recorded on a 24-hour basis but only reported for the standard working periods at the site. If needed, off-work-hour data can be reported to respond to a regulatory request or for other special needs. Data is collected daily from the monitoring instruments so that it may be used for generation of daily monitoring reports and to allow quick response to any exceedance of action levels.
2. Monitoring of construction noise levels at four locations adjacent to sensitive receptors along the Torrance Lateral. Noise data is collected using Quest Sound Pro DL data logging noise meters with environmental enclosures and extended battery systems. Noise data is recorded on a 24-hour basis but only reported for the standard working periods at the site daily. If needed, off-work-hour data can be reported to respond to a regulatory request or for other special needs. Data is collected daily from the monitoring instruments so that it may be used for generation of daily monitoring reports and to allow quick response to any exceedance of action levels.
3. Monthly collection of air samples at the three DTSC-selected fixed monitoring locations. Samples are collected using appropriate sampling equipment, including Tisch PUF sampler systems, low flow metals sampling pump systems, and Summa canisters. Samples are submitted to an approved analytical laboratory for analysis for the following analytes: a. volatile organic compounds; b. polycyclic aromatic hydrocarbons (PAH); c. polychlorinated biphenyls (PCBs); d. metals; and e. pesticides. PCB and Pesticide sample collection is only conducted quarterly per 2010 DTSC approval.
4. Daily perimeter monitoring using portable instruments to measure levels of Volatile Organic Compounds (VOCs), dust, noise, and landfill gas (methane, %LEL, hydrogen sulfide, carbon monoxide, and oxygen level) at multiple locations around the entire perimeter of the site. One RKI Eagle multi gas monitor, one MiniRae 2000 organic vapor analyzer, one TSI DustTrack dust monitor, and one Extech noise monitor are used daily for portable perimeter monitoring. One complete round of monitoring around the site is performed while work is being conducted. Measured levels are recorded using a portable handheld GPS data recorder that records the measured value as well as the GPS location data for the monitoring location. One HandHeld Devices portable GPS data recorder is used daily for this task.
5. Work area monitoring data processing, review, data entry, and reporting of work area monitoring data are part of this task. Work area data are reviewed daily for inclusion into daily monitoring reports. Work area monitoring data are entered into the monitoring database so that the data can be reported in the monthly monitoring reports and be accessed using the project and public project website monitoring reporting module.
6. Personnel air monitoring is required to be conducted on a quarterly basis for all distinct tasks being conducted during that period per the project Health and Safety Plan and is included in this task. These samples are collected using personal air sampling pumps to collect cartridge type samples which are then submitted to an analytical laboratory for analysis. The number of tasks to be monitored during the quarter is dependent on the amount of work being conducted at that time. Once sample results are received from the analytical lab a summary report is prepared to document the results of the personnel sampling. A copy of this report is uploaded to the project website.
7. Daily monitoring reports are prepared and submitted via email, and are included in this task. These reports contain the dust and noise monitoring data for that day during working hours, a summary of what work was conducted, and a summary of the work area and portable perimeter monitoring data. If any action levels are exceeded, a description is provided of the mitigation measures implemented. If there are any extenuating circumstances such as work being cancelled due to weather conditions, holidays, or any other issues, this will also be reported in the daily reports. These reports are normally provided by the end of the day following the day being monitored. However, delays in receiving all monitoring data and instrument issues may sometimes cause a delay in the reports being issued.
8. Monthly monitoring reports will be prepared and submitted via email, and are included in this task. The normal reporting period for these monthly reports is from the 16th of one month through the 15th of the next month. This allows the sample results to be acquired and monitoring data to be entered into the reporting database and be reviewed and the report to be submitted by the end of each month. The monthly report will include the following: a summary of work tasks conducted during that month, a summary of the results of air samples collected at the fixed monitoring locations, a summary of noise and dust data collected, a summary of portable perimeter monitoring data, and a summary of work area monitoring data. If any action levels are exceeded, the mitigation measures taken to reduce levels back below the action levels are also documented.
9. This task includes the rental of monitoring instruments, equipment, and vehicles or internal rental rate charges for Tetra Tech purchased instruments, equipment or vehicles. The task also includes labor for maintenance and calibration of equipment and instruments used to support the monitoring program. This task also includes purchase, replacement, maintenance, or repair of any support equipment that is not part of the rental equipment (Tt internal or from outside vendors) but is needed to conduct monitoring such as batteries, mounts or stands, locks, or enclosures. All vendor and rental rates included in this COR are based on today's rates and which may change during the period of performance of this COR.
10. This task includes labor hours for validation of lab data from sample analysis and processing of validated lab data into the project database to allow it to be accessed via the reporting module on the project and public websites.
11. This task includes labor costs for data input and QA/QC of data retrieved from the monitoring instruments and recorded from work area and portable perimeter monitoring so that this data can be placed into the reporting module of the public and project websites so it can be accessed by project personnel or the public.
12. This task includes task management including: review, processing and approval of invoices; monitoring personnel management.
13. This task includes labor hours for database programmer and Information technology specialist to troubleshoot occasional problems with the data processing and reporting system on the project website that was custom created for this project.
14. Tetra Tech pays a fee of \$100 per month to two residents of the adjacent mobile home parks to provide power to run our monitoring/sampling equipment at two fixed location monitoring stations. Prior to this arrangement, portable power generators were used that cost far more than the \$100 fee to deal with fueling, maintaining, and moving the generators. As a result, this represents a cost savings. This cost is included in this task.

Other Terms & Conditions:

1. The attached cost estimate shows the estimated costs to conduct this task on a monthly basis. This rate has been multiplied by the months of monitoring applicable to this change order request.
2. The attached cost estimate contains an estimate of all labor, materials, and other direct costs (ODCs) to conduct the above tasks.
3. 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.

4. The instrumental rates and lab rates are based on current rates, however these rates may change during the period of performance and will be invoiced accordingly.

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.

	Total	Amount of the Fixed Price Allocated to the AIG EPP Services	Amount of the Fixed Price Allocated to the Contractor Guaranteed Services
CHANGE TO CONTRACT AMOUNT (see attached back-up):			
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 attached \$ 23,175,835			
Updated amount	\$ 145,833,861	\$ 11,852,156.00	\$ 133,981,705.42
Amount of this "Cost plus fee" change order \$ 512,621			
New amount with this change order	\$ 146,346,483	\$ 11,852,156.00	\$ 134,494,326.81

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: 12 months

APPROVALS REQUIRED:

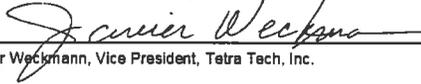
To be effective, this Task Order must be approved by the Client and Tetra Tech, Inc. if it changes the cost, scope or objective of the project, or as may otherwise be required under the terms of the Contract.

Requested by:

Ash Ahmed, Project Controls Engineer, Tetra Tech Inc.

Date:

Reviewed by:


Javier Weckmann, Vice President, Tetra Tech, Inc.

Date:

23-Jun-15

Approved by:

Carson Reclamation Authority

Date:

Change Order Request BSB CPF-COR-201 for Continued Perimeter Monitoring						
Task-1 Perimeter Monitoring						
Labor	Items	Rate/units	Units	TT ESTIMATE		
				Estimated Units	Estimated Amount	
1	Program Manager	\$ 239.64	hrs	4	958.56	1 hours per week for data review and regulatory interface x 4 weeks per month x 1 month = 4 units
2	Principal Environmental Scientist	\$ 121.80	hrs	88	10,718.40	24 hours per week x 4 weeks per month x 1 month = 96 units
3	Staff Environmental Scientist	\$ 74.40	hrs	160	11,904.00	40 hours per week x 4 weeks per month x 1 month = 160 units
4	Air Quality Specialist	\$ 87.59	hrs	12	1,051.08	3 hours per week x 4 weeks per month x 1 month = 12 units
5	Project CIH	\$ 64.23	hrs	2	128.46	6 hours per quarter to prepare personnel monitoring report (2 hours per month)
6	Chemist (Data Validation)	\$ 96.57	hrs	5	482.85	5 hrs per month for lab data validation
7	Information technology specialist	\$ 152.06	hrs	4	608.24	4 hrs per month for website data processing system troubleshooting and maintenance
8	Data Entry Personnel	\$ 83.05	hrs	4	332.20	1 hours per week x 4 weeks per month x 1 month = 4 units
TOTAL DIRECT LABOR COSTS PER MONTH				279	\$ 26,183.79	
SUBCONTRACTORS						
1	American Environmental Testing Laboratory					
	Monthly Sample Analysis					
	VOCs (3 stations)	\$ 250.00	monthly	3	750.00	3 samples per month
	PAH (3 stations + 1 blank)	\$ 305.00	monthly	4	1,220.00	3 sample plus 1 blank per month x 1 month = 4 samples per month
	Metals (3 Stations)	\$ 225.00	monthly	3	675.00	3 samples per month
	Pesticides/PCBs (3 stations + 1 blank)	\$ 335.00	monthly	1.33	445.55	3 samples plus 1 blank per quarter / 3 month per quarter = 1 sample per month
	Quarterly Personnel Monitoring Samples					
	VOCs	\$ 220.00	monthly	1	220.00	3 tasks sampled per quarter / 3 months per quarter = 1 sample per month
	Metals	\$ 225.00	monthly	1	225.00	3 tasks sampled per quarter / 3 months per quarter = 1 sample per month
	Nuisance Dust	\$ 40.00	monthly	1	40.00	3 tasks sampled per quarter / 3 months per quarter = 1 sample per month
	Fee @ 0%					
TOTAL SUBCONTRACTOR COSTS PER MONTH					\$ 3,575.55	

OTHER DIRECT COSTS									
1	Site Vehicles	\$	800	monthly	2	1,600.00	2 site vehicles per month		
2	power supplied by residents	\$	100	monthly	2	200.00	2 resident power suppliers per month		
3	Home Depot and others for consumables (Batteries, sampling supplies)	\$	100	monthly	1	100.00	1 lump sum per month		
4	Hand Held Device GPS	\$	7	daily	22	154.00	1 instrument x 22 day per month		
5	Sound Pro DL with Enclosure	\$	213	monthly	5	1,065.00	5 instruments at monthly rate		
6	Extech Sound Meter	\$	2	daily	22	44.00	1 instrument x 22 day per month		
7	low flow metals sampler	\$	21	sample-day	3	63.00	3 instruments at 1 days use per month		
8	PUF sampler	\$	46	sample-day	6	276.00	3 instruments x 2 days per month		
9	Mini Rae 2000 Organic Vapor Analyzer	\$	12	daily	22	264.00	1 instrument x 22 day per month		
10	RKI Eagle Landfill gas monitor	\$	9	daily	22	198.00	1 instrument x 22 day per month		
11	Gillian personal sampling pump	\$	9	sample-day	2	18.00	3 tasks sampled per quarter x 2 days per task per quarter / 3 month per quarter = 2 per month		
12	Gillian pump calibrator	\$	24	sample-day	2	48.00	1 calibrator at daily rate x 2 days sampling = 2 units		
13	DustTrak instrument rental	\$	500.00	monthly	5	2,500.00	(4 fixed + 1 portable) at monthly rate		
14	DustTrak enclosure rental	\$	75.00	monthly	4	300.00	4 enclosures (fixed stations) at monthly rate		
15	computer usage fee	\$	1.75	per hr	279	488.25			
Subtotal Other Direct Costs		\$				7,318.25			
G&A @ 14.13%						1,034.07			
TOTAL OTHER DIRECT COSTS PER MONTH		\$				8,352.32			
SUB-TOTAL CHANGE ORDER COSTS PER MONTH									
Fee @ 5%						38,111.66			
TOTAL TASK-1 TT CHANGE ORDER REQUEST AMOUNT PER MONTH		\$				1,905.58			
TOTAL TASK-1 TT CHANGE ORDER REQUEST AMOUNT (12 MONTHS)		\$				40,017.24			
TOTAL TASK-2 CHANGE ORDER REQUEST AMOUNT (12 MONTHS)		\$				480,206.90			
TOTAL TASK-2 CHANGE ORDER REQUEST AMOUNT (12 MONTHS)		\$				32,414.49			
TOTAL TT CHANGE ORDER REQUEST AMOUNT		\$				512,621.39			

\$ 42,718.45 Average per month (expect variance of +/- \$5000/month)

Change Order Request BSB CPF COR-201 for Continued Perimeter Monitoring

Task-2 Task Mangement for Perimeter Monitoring

			ESTIMATE		
Items	Rate/units	Units	Estimated Units	Estimated Amount	Comments
Labor					
1	Program Manager	\$ 239.64 hrs	2	479.28	2hrs per month for planning and oversight
2	Principal Environmental Scientist	\$ 121.80 hrs	8	974.40	8 hrs per month
3	Contracts/Business Manager	\$ 162.84 hrs	4	651.36	4 hrs per month
4	Financial Analyst	\$ 65.44 hrs	1	65.44	1 hrs per month
5	Project Controls Engineer	\$ 155.54 hrs	2	311.08	2 hrs per month
TOTAL DIRECT LABOR COSTS PER QUARTER			17	\$ 2,481.56	
SUBCONTRACTORS					
TOTAL SUBCONTRACTORS					
OTHER DIRECT COSTS					
1	Computer uage fee	\$ 1.75 per hour	17	29.75	
2	Reproduction/shipping	\$ 50.00 monthly	1	50.00	
Subtotal Other Direct Costs				\$ 79.75	
G&A @ 14.13%				11.27	
TOTAL OTHER DIRECT COSTS PER QUARTER				\$ 91.02	
SUB-TOTAL CHANGE ORDER COSTS PER MONTH					
Fee @ 5%				\$ 128.63	
TOTAL AMOUNT (PER MONTH)				\$ 2,701.21	
TOTAL CHANGE ORDER AMOUNT (12 MONTHS)				\$ 32,414.49	



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

CHANGE ORDER REQUEST:

Request Date:
 Revised
 Revised

BSB CPFRCOR-202

23-Jun-2015

Project Title: Boulevards at South Bay, Fixed Price Design and Construction Environmental Assurance Agreement
Project No.: T21888
Client: Carson Reclamation Authority (CRA), 701. E Carson St. Carson, CA 90745
Client Contract: John Raymond, Director of CRA

Change Order Overview:

Due to the further extension of the project schedule, a change order to reimburse Tetra Tech for continued implementation of vector control activities is required. This change order request BSB CPFRCOR-202 covers 12 months commencing 06-01-15. Tetra Tech's previous change order requests and payments for this work have been settled with the previous owner "Carson Market Place". 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. Vector control activities have been suspended since January 2015 when the budget from the approved change orders ran out. A change order request BSB CPFRCOR-102 to cover 2 qtrs beginning January 2015 and continuing through June 2015 was submitted but was not approved. With the announcement of the property transfer, all activities that were not regulatory requirements were put on hold until after the completion of the property transfer. Vector control was determined not to be a regulatory required task so vector control activities remained suspended. This change order request is being prepared to provide vector control activities starting June 2015 and continuing through May 2016 (12 months). Vector Control activities were initially implemented in response to a DTSC requirement to protect the installed clay cover and liner during the extension of the project development schedule by Carson Marketplace. With the completion of initial 6 months of vector control treatments at the site followed by 6 months of maintenance level treatments, the gopher and ground squirrel populations were reduced

Authorization:

Tetra Tech requests written authorization to proceed with this revised change order by no later than June 10, 2015.

Client CO No.	Description	Change Order Amount	New Contract Value	Date of Approval
	Amount of the Fixed Price Allocated to the Contractor Guaranteed Services		\$ 106,704,813.00	12/31/2007
	Amount of the Fixed Price Allocated to the AIG EPP Services		\$ 11,852,156.00	12/31/2007
	Amendment 3 Funding Delay Interest Adjustment	\$ 4,101,058.00	\$ 122,658,027.00	6/3/2009
1	Demolition of Streets and Utilities	\$ 904,281.00	\$ 123,562,308.00	9/16/2008
2	Geotechnical investigation for Lenardo Depression	\$ 40,837.00	\$ 123,602,945.00	10/3/2008
3	SE Excavation	\$ 1,604,077.00	\$ 125,207,022.00	10/24/2008
4	EIR Addendum to address vibration levels from piles driving and DDC.	\$ 30,975.53	\$ 125,237,997.53	5/20/2009
5	Design Team Coordination	\$ 85,557.15	\$ 125,323,554.68	6/3/2009
6	Apartments	\$ 1,013,353.00	\$ 126,336,907.68	1/27/2010
7	Phased Construction planning.	\$ 302,116.00	\$ 126,639,023.68	3/17/2010
8	Refuse relocation for Leonardo Depression.	\$ 459,717.00	\$ 127,098,740.68	5/18/2010
9	Rough Grading for Leonardo Depression.	\$ 180,726.00	\$ 127,279,466.68	5/18/2010
10	Design Team Coordination	\$ 41,113.21	\$ 127,320,579.89	6/8/2010
12	Site Perimeter monitoring (July 2010-December 2010)	\$ 383,972.00	\$ 127,704,551.89	8/18/2010
13	Construction Management for the Landfill Gas system	\$ 313,784.00	\$ 128,018,335.89	9/1/2010
14	SWPPP Retention Ponds	\$ 175,203.00	\$ 128,193,538.89	9/1/2010
15	Del Amo Gardens	\$ 239,174.00	\$ 128,432,712.89	9/1/2010
16	Procure Temporary liner	\$ 517,532.00	\$ 128,950,244.89	10/17/2010
17	SWPPP Preparation for Phasing Plan	\$ 331,718.00	\$ 129,281,962.89	11/3/2010
18	Monitoring for utility installation by others (7 months)	\$ 266,823.00	\$ 129,548,785.89	11/3/2010
19	Install Predevelopment Cap.	\$ 1,194,327.00	\$ 130,743,112.89	12/22/2010
20	DTSC Field services (7 month starting September 2010)	\$ 127,099.00	\$ 130,870,211.89	12/18/2010
21	Maintain SWPPP through 2010-2011 wet season.	\$ 376,789.00	\$ 131,247,000.89	12/18/2010
22	Identify depth of landfill refuse at the new CDS location and along line "D"	\$ 34,485.00	\$ 131,281,485.89	3/7/2011
23	Construction Management for the landfill cap system.	\$ 518,390.00	\$ 131,799,855.89	3/25/2011
24	Remaining Budget 2011 SWPPP Season	\$ 302,233.00	\$ 132,102,088.89	4/26/2011
25	Site Security and Maintenance for an additional 6 months	\$ 186,108.00	\$ 132,288,196.89	4/26/2011
26	Project Management for an Additional 6 months beginning July 2011.	\$ 347,415.00	\$ 132,635,611.89	4/26/2011
27	Project Management during Holding Phase (24 months beginning January 1, 20	\$ 1,117,333.00	\$ 133,752,944.89	10/14/2011
28	Site Perimeter Monitoring for 2011 and 2012 for 20 Months	\$ 973,813.00	\$ 134,726,757.89	9/19/2011
29	Monitoring during Utility Installation by Others	\$ 325,422.00	\$ 135,052,179.89	9/19/2011
30	CDS Unit unit along storm water line "D"	\$ 93,658.00	\$ 135,145,837.89	6/24/2011
31	Baseline risk assessment for phased construction	\$ 80,052.00	\$ 135,225,889.89	8/15/2011
32	Storm Drain Pipe Crushing	\$ 125,382.00	\$ 135,351,271.89	10/17/2011
33	SWPPP October - December 2011	\$ 648,184.00	\$ 135,999,455.89	11/8/2011
34	Onsite Office and Administration (Oct. 2011 - Feb. 2012)	\$ 126,078.00	\$ 136,125,533.89	12/8/2011
35	Modifications to LFGES for permit compliance	\$ 345,061.00	\$ 136,472,594.89	12/8/2011
36	Preliminary analysis of the proposed phased construction	\$ 50,000.00	\$ 136,522,594.89	1/11/2012
37	White surface treatment purchase BPS liner	\$ 30,485.00	\$ 136,553,059.89	3/2/2012
38	Evaluation of potential refuse reconsolidation in cell A2	\$ 29,696.00	\$ 136,582,755.89	3/19/2012
39	Provide interim extra cover of soil to meet the DTSC requirements.	\$ 311,726.00	\$ 136,894,481.89	4/2/2012
40	SWPPP from March 2012 through September 2012	\$ 377,254.00	\$ 137,271,735.89	4/19/2012
41	Evaluation of Phased development plan	\$ 474,840.00	\$ 137,746,575.89	7/25/2012
42	Inspection & repair of GW pipes damage/impacted by others while installing dry	\$ 108,010.00	\$ 137,854,585.89	8/23/2012
43	Watering of the slopes along the perimeter	\$ 55,245.00	\$ 137,909,830.89	8/27/2012
44	Quarterly soil gas sampling	\$ 58,524.00	\$ 137,968,354.89	9/13/2012
45	Unspecified development related tasks	\$ 50,000.00	\$ 138,018,354.89	9/13/2012
46	Project Management from 1 Oct 2012 through 31 Jan 2013.	\$ 786,961.00	\$ 138,805,315.89	10/16/2012
47	SWPPP from 1 Oct 2012 through 31 Jan 2013.	\$ 1,102,518.00	\$ 139,907,833.89	10/16/2012
48	Soil stockpile planning	\$ 386,121.00	\$ 140,293,954.89	10/16/2012
49	Predevelopment landfill gas collection and conveyance system	\$ 1,612,426.00	\$ 141,906,380.89	10/16/2012
50	Site Perimeter Monitoring from Nov 2012 for 4 Months	\$ 232,384.00	\$ 142,138,764.89	12/27/2012
51	Project Management for an additional 2 to 3 months (Stipulated settlement)	\$ 300,000.00	\$ 142,438,764.89	5/29/2013
52	Third party QC for DTSC for upto 2 months.	\$ 24,972.00	\$ 142,463,736.89	4/1/2013
53	Perimeter Monitoring for additional 2 months (mid April 2013)	\$ 120,000.00	\$ 142,583,736.89	5/8/2013
54	CM for Landfill gas system (Stipulated settlement)	\$ 382,187.20	\$ 142,965,924.09	5/29/2013
55	CM for Landfill cap system (Stipulated settlement)	\$ 448,016.00	\$ 143,413,940.09	5/29/2013
56	Extended CM costs not Covered by the Settlement	\$ 40,248.00	\$ 143,454,188.09	7/25/2013
57	Perimeter Monitoring for 6 Months through Dec 31, 2013.	\$ 326,928.64	\$ 143,781,116.73	8/22/2013
58	Water Perimeter Slopes for 4 Months through Sep 2013.	\$ 77,139.33	\$ 143,858,256.06	8/22/2013
59	Project Management May 14 to July 5, 2013	\$ 205,898.95	\$ 144,064,155.01	8/22/2013

60	Vector Control for initial 3 Month period	\$ 83,083.14	\$ 144,147,238.15	8/22/2013
61	Maintain Storage Yard	\$ 53,632.90	\$ 144,200,871.05	8/22/2013
62	Project Management from July 8, 2013 through Sep 30, 2013	\$ 254,250.00	\$ 144,455,121.05	10/17/2013
63	Project Management through Oct 01, 2013 through Dec 31, 2013	\$ 254,247.00	\$ 144,709,368.05	1/9/2014
65	Third party QC for DTSC through Dec 2013	\$ 58,914.91	\$ 144,768,282.96	11/27/2013
66	Top of refuse exploration & mapping for Cell A2	\$ 46,618.58	\$ 144,814,901.54	11/27/2013
67	Quarterly soil gas monitoring for two quarters	\$ 31,722.30	\$ 144,846,623.84	11/27/2013
69	Third party QC for DTSC from Jan 01, 2014 through June 30, 2014	\$ 48,435.00	\$ 144,895,058.84	2/21/2014
74	Third party QC for DTSC from Jul 01, 2014 through Dec 31, 2014	\$ 51,251.00	\$ 144,946,309.84	6/24/2014
75	Vector Control for additional 3 Month period	\$ 55,763.14	\$ 145,002,072.98	6/24/2014
76	Site security and site maintenance	\$ 339,271.00	\$ 145,341,343.98	7/30/2014
77	Maintainence of the storage yard	\$ 48,614.00	\$ 145,389,957.98	7/30/2014
78	Quarterly soil gas monitoring for quarter 3 & 4 of 2014.	\$ 35,800.00	\$ 145,425,757.98	9/4/2014
79	Correct sewer line blockage	9143.04	\$ 145,434,901.02	10/7/2014
81	SWPPP for 8 weeks	\$ 281,979.58	\$ 145,716,880.60	12/15/2014
82	Implementation plan & cost estimate for LFG startup in A3&A5	\$ 42,133.00	\$ 145,759,013.60	3/17/2015
83	Redesign LFG collection system in cell A3 and A5	\$ 54,042.00	\$ 145,813,055.60	3/23/2015
84	Weed abatement at the 11 acre site north of Del Arno Blvd.	\$ 20,806.82	\$ 145,833,862.42	5/6/2015
	Total of Approved change orders	\$ 23,175,835.42		



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

CHANGE ORDER REQUEST: BSB CPFCOR-202

Request Date: 29-May-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:

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 continued implementation of vector control activities is required. This change order request BSB CPFCOR-202 covers 12 months commencing 06-01-15. Tetra Tech's previous change order requests and payments for this work have been settled with the previous owner "Carson Market Place". 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. Vector control activities have been suspended since January 2015 when the budget from the approved change orders ran out. A change order request BSB CPFCOR-102 to cover 2 qts beginning January 2015 and continuing through June 2015 was submitted but was not approved. With the announcement of the property transfer, all activities that were not regulatory requirements were put on hold until after the completion of the property transfer. Vector control was determined not to be a regulatory required task so vector control activities remained suspended. This change order request is being prepared to provide vector control activities starting June 2015 and continuing through May 2016 (12 months). Vector Control activities were initially implemented in response to a DTSC requirement to protect the installed clay cover and liner during the extension of the project development schedule by Carson Marketplace. With the completion of initial 6 months of vector control treatments at the site followed by 6 months of maintenance level treatments, the gopher and ground squirrel populations were reduced at the site to a manageable level. However, due to the large size of the site, its current undeveloped condition, and the inability to prevent gophers and squirrels from continuing to enter the site from surrounding properties, continued vector control is necessary to protect the installed landfill clay cover and liner and perimeter prescriptive clay cap. The time period covered by this COR includes the end of the spring growth period for 2015 and the beginning of the growth period for 2016 when the gopher and squirrel populations grow at their highest rates. Also, because vector control activities have been suspended for four months and did not resume during the beginning of the gopher and ground squirrel active growth period (March) the level of ground squirrel and gopher activity has increased dramatically on the site. Thus, it will be necessary to conduct a high level of treatment initially to reduce the gophers and ground squirrel populations back to the levels they were at when the treatment was suspended. Only after this initial reduction will the treatments be able to return to maintenance levels. As such, this COR includes intense level of treatment initially to allow the populations to be brought back under control and then increased treatment levels in the next active growth period to maintain control, with the remainder of the treatment period conducted at a maintenance level to try to keep the population at a minimal level and do spot control of any new outbreak areas. Tetra Tech is hereby submitting this change order request which is part of the overall approved 12 month holding period budget approved in the letter agreement with the CRA.

Scope of Work (included but not limited to):

This change order request is for continued implementation of maintenance-level vector control activities at the Boulevards at South Bay Project site.

1. Gopher Patrol will act as a subcontractor to Tetra Tech to implement vector control services for gopher and ground squirrels at the site. Their work will be conducted based on the cost estimate and estimate of required treatment level they provided to Tetra Tech on May 18, 2015 as detailed in the following.
2. Because Gopher Patrol staff are not HAZWOPER trained, Tetra Tech will need to act as escorts while gopher patrol staff are conducting vector control activities. This is allowable per DTSC because the vector control activities will be conducted predominantly along the site perimeter and in the clear zone area of Cell A1. In the event that additional work is required within the main site exclusion zone, a temporary clear zone will be set up where the additional vector control activities are required.
3. The Tetra Tech escort will conduct monitoring for Phosphine gas using instantaneous field instrument with a phosphine sensor. Readings be logged, if detected, along with the location of the detection. Monitoring will only be conducted during the day of the Fumitoxin application per the approval of DTSC to halt the additional monitoring days due to review of the monitoring results from the first three months of treatment. Tetra Tech labor hours will include preparation and calibration of monitoring instruments before each treatment day, escort of subcontractor personnel during gopher control fumitoxin application and during squirrel trapping, daily monitoring of the application locations following the treatment, and completion of daily reports documenting the treatments, monitoring results, and level of gopher or ground squirrel activity observed during treatments.
4. For gopher control treatments, since vector control treatments were halted in January 2015 and are set to resume in the middle of the gopher active growing season an intensive level of treatment will be required initially to reduce the gopher levels and return the site to the previous levels. Treatment levels will ramp down following the initial treatments as the gopher levels are reduced enough to allow maintenance level treatment to resume. The initial treatment level will include 4 visit per month with 3 vector control specialists applying fumitoxin pellets for 4 hours each visit for the first month (June 2015). Each of these site visits will require 12 man hours per week (48 man hour per month) for the Fumitoxin application. For the second month of treatment (July 2015) the treatment level will include 4 visit per month with 2 vector control specialists applying fumitoxin pellets for 4 hours each visit. Each of these site visits will require 8 man hours per week (32 man hour per month) for the Fumitoxin application. From August through October 2015 and from February through May 2016 the treatment level can be reduced to a maintenance level treatment for the active season. This treatment level includes 4 visit per month with 1 vector control specialists applying fumitoxin pellets for 4 hours each visit. Each of these site visits will require 4 man hours per week (16 man hour per month) for the Fumitoxin application. From November 2015 through January 2016 the treatment level can be reduced to a maintenance level treatment during the inactive growth period. This treatment level includes 2 visits per month with 1 vector control specialists applying fumitoxin pellets for 4 hours each visit. Each of these site visits will require 4 man hours per week (8 man hour per month) for the Fumitoxin application. A total of 216 man hours of work from Gopher Patrol personnel will be required to provide vector control activities for gopher control from June 2015 through May 2016.
5. For ground squirrel trapping, since the vector control activities were halted in January 2015 and are set to resume in the middle of the active squirrel growth period an intensive level of treatment will be required initially to reduce the ground squirrel levels and return the site to the previous levels, similar to the gopher control treatments. Treatment levels will ramp down following the initial treatments as the ground squirrel levels are reduced enough to allow maintenance level treatment to resume. Additionally, Gopher Patrol will not do any trapping in November 2015 through January 2016 as the Squirrels are likely in hibernation during that time. From June through October 2015 and February through May 2016 Gopher Patrol will conduct squirrel trapping four weeks per month (corresponding to the same weeks that the gopher treatment is implemented) with one trapping specialist personnel for one day of placing and baiting the traps (1 man hour per visit) and a second visit the following day to unset the traps and remove any trapped squirrels (1 man hour per visit). The squirrel trapping will require two man hours each week that the trapping is conducted for a total of 72 man hours to conduct the squirrel trapping task from June 2015 through May 2016.
6. Tetra Tech will conduct task management to track subcontractor performance, manage Tetra Tech personnel, prepare invoices, interface with DTSC and answer client questions regarding invoicing and task performance.

Other Terms & Conditions:

1. The attached cost estimate shows the estimated costs to conduct this task for an additional twelve(12) months of vector control treatment beginning in June 2015 and running through May 2016. Vector control treatments have been stopped since January 2015 which has caused the level of gopher and ground squirrel activity to increase at the site. Any further lapse in treatment caused by delay in change order review and approval may cause further increase in gopher and ground squirrel activities which would require additional treatments than estimated in order to decrease the populations to a manageable level. If treatment continue to be postponed, damage to the installed landfill cap system and prescriptive clay cover cap could occur. This additional treatment and any repairs to the landfill cap systems as a result of gopher or ground squirrel damage, if required, are not part of this cost estimate.
2. The attached cost estimate includes all labor, vehicle charges, and equipment charges needed for Gopher Patrol and Tetra Tech to conduct the above described task.
3. The attached cost estimate contains an estimate of all labor, materials, and other direct costs (ODCs) to conduct the above tasks.
4. 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.

	Total	Amount of the Fixed Price Allocated to the AIG EPP Services	Amount of the Fixed Price Allocated to the Contractor Guaranteed Services
CHANGE TO CONTRACT AMOUNT (see attached back-up):			
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 attached table)	\$ 23,175,835		
Updated amount	\$ 145,833,861	\$ 11,852,156.00	\$ 133,981,705.42
Amount of this "Cost plus fee " change order	\$ 114,557		
New amount with this change order	\$ 145,948,418	\$ 11,852,156.00	\$ 134,096,261.98

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

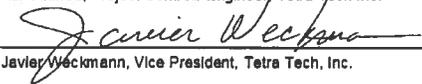
Contractor Completion Dates	First Cell HRE Completion Date	3rd Cell HRE Completion Date	5th Cell HRE Completion Date	HRA Completion Date
Original Completion Dates	TBD	TBD	TBD	TBD
Currently Approved Completion Dates	TBD	TBD	TBD	TBD
Change to Completion Dates in Calendar Days	0	0	0	0
Updated Completion 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: 12 months

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.

<p>Requested by:</p> <p>Ash Ahmed, Project Controls Engineer, Tetra Tech Inc.</p>	<p>Date:</p> <p>_____</p>
<p>Reviewed by:</p> <p> Javier Weckmann, Vice President, Tetra Tech, Inc.</p>	<p>Date: 23-Jun-15</p>
<p>Approved by:</p> <p>John Raymond, Carson Reclamation Authority</p>	<p>Date:</p> <p>_____</p>

Change Order Request BSB CFFCOR-202 Vector Control for 12 months June 2015- May 2016.						
Task-1 Implementing vector control						
Items			ESTIMATE			
	Rate/units	Units	Estimated Units	Estimated Amount	Comments	
Labor						
1 Program Manager-2	\$ 239.64	hrs	12	2,875.68	task oversight 1 hours/ month	
2 Principal Environmental Scientist	\$ 121.80	hrs	42	5,115.60	task oversight 1 hr per treatment wk x 42 wk = 42 monitoring data (1 hr per treatment, daily reporting, subcontractor escort, monitoring, daily reporting)	
3 Environmental Technician	\$ 55.88	hrs	366	20,452.08	7 hrs per gopher/squirrel treat day x 42 treatment days = 294 hours	
					2 hrs per squirrel trapping only days x 36 trapping days = 72 hours	
					366 hours total	
TOTAL DIRECT LABOR COSTS			420	\$ 28,443.36		
SUBCONTRACTORS						
1 (Gopher Patrol (Per Nov. 19, 2015 Bid)						
Gopher control treatment (June 2015)	\$ 4,975.00	monthly	1	4,975.00		
Gopher control treatment (July 2015)	\$ 4,475.00	monthly	1	4,475.00		
Gopher control treatment (Aug-Oct 2015 and Feb-March 2016)	\$ 3,100.00	monthly	7	21,700.00		
Gopher control treatment (November 2015 through January 2016)	\$ 1,800.00	monthly	3	5,400.00		
Squirrel Trapping (Jun-Oct 2015 and Feb-May 2016)	\$ 2,300.00	monthly	9	20,700.00	No squirrel trapping Nov 2015 through Jan 2016	
Fee @ 0%						
TOTAL SUBCONTRACTORS				\$ 57,250.00		
OTHER DIRECT COSTS						
1 Site Vehicles	\$ 80	daily	78	6,240.00	gopher/squirrel treatment-1 veh x 1 day/week x 42 weeks of treatments = 42 days vehicle usage	
2 Home Depot (Miscellaneous supplies)	\$ 25	monthly	12	300.00	squirrel trapping only 1 veh x 1 day/week x 36 weeks of trapping = 36 day vehicle usage	
3 RKI Eagle Landfill gas monitor	\$ 400	monthly	12	4,800.00	Total 78 days vehicle usage	
4 Computers	\$ 1.75	hrs	420	735.00	Instrument for twelve months	
Subtotal Other Direct Costs				\$ 12,075.00		
G&A @ 14.13%				\$ 1,706.20		
TOTAL OTHER DIRECT COSTS				\$ 13,781.20		
SUB-TOTAL CHANGE ORDER				\$ 99,474.56		
Fee @ 5%				\$ 4,973.73		
TOTAL AMOUNT				\$ 104,448.29		
SUB-TOTAL TASK 1 CHANGE ORDER AMOUNT				\$ 104,448.29		
TOTAL TASK 1 CHANGE ORDER AMOUNT (12 MONTHS)				\$ 104,448.29		
TOTAL TASK 2 CHANGE ORDER AMOUNT (12 MONTHS)				\$ 10,108.27		
TOTAL PROPOSED CHANGE ORDER AMOUNT (12 MONTHS)				\$ 114,556.56		

per month \$9,546.38

Change Order Request BSB CPFOR-202 Vector Control for 12 months June 2015- May 2016.

Task-2 Task Management for implementing vector control

				ESTIMATE		
Items	Rate/units	Units	Estimated Units	Estimated Amount	Comments	
Labor						
1	Contracts/Business Manager	\$ 162.84	hrs	2	325.68	2hrs/month
2	Principal Environmental Scientist	\$ 121.80	hrs	2	243.60	2hrs/month
3	Financial Analyst	\$ 65.44	hrs	1	65.44	1hrs/month
4	Project Controls Engineer	\$ 155.54	hrs	1	155.54	1hrs/month
TOTAL DIRECT LABOR COSTS				6	\$ 790.26	
SUBCONTRACTORS						
TOTAL SUBCONTRACTORS						
OTHER DIRECT COSTS						
1	Computers	\$ 1.75	hrs	6	10.50	
Subtotal Other Direct Costs					\$ 10.50	
G&A @ 14.13%					1.48	
TOTAL OTHER DIRECT COSTS					\$ 11.98	
SUB-TOTAL CHANGE ORDER						
Fee @ 5%					\$ 802.24	
TOTAL AMOUNT PER MONTH					\$ 40.11	
TOTAL TASK 2 AMOUNT				12	\$ 10,108.27	



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

CHANGE ORDER REQUEST: BSB CPFCOR-203

Request Date: 10-Jun-2015
 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

Change Order Overview:

Due to the further extension of the project schedule, a change order to reimburse Tetra Tech for continuing all site security and site maintenance, dust suppression, flare and granular activated carbon (GAC) maintenance and the associated task management is required. Tetra Tech's previous change order requests and payments for this work through April 1, 2015 have been settled with the previous owner, Carson Marketplace, as part of a Settlement Agreement dated May 18, 2015 associated with the transfer of the property to the Carson Reclamation Authority ("CRA"). 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 April 1, 2015 to March 31, 2016 was submitted and approved by the CRA and Carson Holdings LLC ("Carson Holdings") as part of a three-way Letter Agreement between the CRA, Tetra Tech and Carson Holdings dated May 18, 2015. The costs from April 1, 2015 to May 18, 2015 will be invoiced to and paid by Carson Holdings as stipulated in the Letter Authorization:

Tetra Tech requests written authorization of this revised change order by no later than June 10, 2015.

Client CO Designation		Change Order Amount	New Contract Value	Date of Approval
	Amount of the Fixed Price Allocated to the Contractor Guaranteed Services		\$ 106,704,813.00	12/31/2007
	Amount of the Fixed Price Allocated to the AIG EPP Services		\$ 11,852,156.00	12/31/2007
	Amendment 3 Funding Delay Interest Adjustment	\$ 4,101,058.00	\$ 122,658,027.00	6/3/2009
CO-1	Demolition of Streets and Utilities	\$ 904,281.00	\$ 123,562,308.00	9/16/2008
CO-2	Geotechnical Investigation for Lenard Depression	\$ 40,637.00	\$ 123,602,945.00	10/3/2008
CO-3	SE Excavation	\$ 1,604,077.00	\$ 125,207,022.00	10/24/2008
CO-4	EIR Addendum to address vibration levels from pile driving and DDC	\$ 30,975.53	\$ 125,237,997.53	5/20/2009
CO-5	Design Team Coordination	\$ 85,557.15	\$ 125,323,554.68	6/3/2009
CO-6	Apartments	\$ 1,013,353.00	\$ 126,336,907.68	1/27/2010
CO-7	Phased Construction Planning	\$ 302,116.00	\$ 126,639,023.68	3/17/2010
CO-8	Refuse Relocation for Lenardo Depression	\$ 459,717.00	\$ 127,098,740.68	5/18/2010
CO-9	Rough Grading for Lenardo Depression	\$ 180,726.00	\$ 127,279,466.68	5/18/2010
CO-10	Design Team Coordination	\$ 41,113.21	\$ 127,320,579.89	6/8/2010
CO-12	Monitoring (July 2010 - December 2010)	\$ 383,972.00	\$ 127,704,551.89	8/16/2010
CO-13	Construction Management for Landfill Gas System	\$ 313,784.00	\$ 128,018,335.89	9/1/2010
CO-14	SWPPP Retention Ponds	\$ 175,203.00	\$ 128,193,538.89	9/1/2010
CO-15	Del Amo Gardens	\$ 239,174.00	\$ 128,432,712.89	9/1/2010
CO-16	Procure Temporary Liner	\$ 517,532.00	\$ 128,950,244.89	10/17/2010
CO-17	SWPPP Preparation for Phasing Plan	\$ 331,718.00	\$ 129,281,962.89	11/3/2010
CO-18	Monitoring For Utility Installation (Cost Estimate 7 Months) - Start Sept	\$ 266,823.00	\$ 129,548,785.89	11/3/2010
CO-19	Install Predevelopment Cap	\$ 1,194,327.00	\$ 130,743,112.89	12/22/2010
CO-20	DTSC Field Services (7 Mo. Starting September 2010)	\$ 127,099.00	\$ 130,870,211.89	12/16/2010
CO-21	Maintain SWPPP through 2010-2011 Wet Season	\$ 376,789.00	\$ 131,247,000.89	12/16/2010
CO-22	Identify depth of landfill refuse at the new CDS location and along line "D"	\$ 34,465.00	\$ 131,281,465.89	3/7/2011
CO-23	Construction Management for the Landfill Cap	\$ 518,390.00	\$ 131,799,855.89	3/25/2011
CO-24	Remaining Budget 2011 SWPPP Season	\$ 302,233.00	\$ 132,102,088.89	4/26/2011
CO-25	Site Security and Maintenance for an additional 6 months	\$ 186,108.00	\$ 132,288,196.89	4/26/2011
CO-26	Project Management for an Additional 6 months	\$ 347,415.00	\$ 132,635,611.89	4/26/2011
CO-27	Project Management during Holding Phase (24 months beginning January	\$ 1,117,333.00	\$ 133,752,944.89	10/14/2011
CO-28	Site Perimeter Monitoring for 2011 and 2012 for 20 Months	\$ 973,813.00	\$ 134,726,757.89	9/19/2011
CO-29	Monitoring during Utility Installation by Others	\$ 325,422.00	\$ 135,052,179.89	9/19/2011
CO-30	CDS Unit unit along storm water line "D"	\$ 93,658.00	\$ 135,145,837.89	6/24/2011
CO-31	Baseline risk assessment for phased construction	\$ 80,052.00	\$ 135,225,889.89	8/15/2011
CO-32	Storm Drain Pipe Crushing	\$ 125,382.00	\$ 135,351,271.89	10/17/2011
CO-33	SWPPP October - December 2011	\$ 648,184.00	\$ 135,999,455.89	11/8/2011
CO-34	Onsite Office and Administration (Oct. 2011 - Feb. 2012)	\$ 128,078.00	\$ 136,127,533.89	12/8/2011
CO-35	Modifications to LFGES for permit compliance	\$ 345,061.00	\$ 136,472,594.89	12/8/2011
CO-36	Preliminary analysis of the proposed phased construction	\$ 50,000.00	\$ 136,522,594.89	1/11/2012
CO-37	White surface treatment purchase BPS liner	\$ 30,465.00	\$ 136,553,059.89	3/2/2012
CO-38	Evaluation of potential refuse reconsolidation in cell A2	\$ 29,696.00	\$ 136,582,755.89	3/19/2012
CO-39	Provide interim extra cover of soil to meet the DTSC requirements.	\$ 311,726.00	\$ 136,894,481.89	4/2/2012
CO-40	SWPPP from March 2012 through September 2012	\$ 377,254.00	\$ 137,271,735.89	4/19/2012
CO-41	Evaluation of Phased development plan	\$ 474,840.00	\$ 137,746,575.89	7/25/2012
CO-42	Inspection & repair of GW pipes damage/impacted by others while installir	\$ 108,010.00	\$ 137,854,585.89	8/23/2012
CO-43	Watering of the slopes along the perimeter	\$ 55,245.00	\$ 137,909,830.89	8/27/2012

CO-44	Quarterly soil gas sampling	\$ 58,524.00	\$ 137,968,354.89	9/13/2012
CO-45	Unspecified development related tasks	\$ 50,000.00	\$ 138,018,354.89	9/13/2012
CO-46	Project Management from 1 Oct 2012 through 31 Jan 2013.	\$ 786,961.00	\$ 138,805,315.89	10/16/2012
CO-47	SWPPP from 1 Oct 2012 through 31 Jan 2013.	\$ 1,102,518.00	\$ 139,907,833.89	10/16/2012
CO-48	Soil stockpile planning	\$ 386,121.00	\$ 140,293,954.89	10/16/2012
CO-49	RAP above grade LFG system	\$ 1,612,426.00	\$ 141,906,380.89	10/16/2012
CO-50	Site Perimeter Monitoring from Nov 2012 for 4 Months	\$ 232,384.00	\$ 142,138,764.89	12/27/2012
CO-51	Project Management (Stipulated Settlement)	\$ 300,000.00	\$ 142,438,764.89	5/29/2013
CO-52	Third party QC for DTSC for upto 2 months.	\$ 24,972.00	\$ 142,463,736.89	4/1/2013
CO-53	Perimeter Monitoring for additional 2 months (mid April 2013)	\$ 120,000.00	\$ 142,583,736.89	5/8/2013
CO-54	CM Landfill Gas (Stipulated Settlement)	\$ 382,187.20	\$ 142,965,924.09	5/29/2013
CO-55	CM Landfill Cap (Stipulated Settlement)	\$ 448,016.00	\$ 143,413,940.09	5/29/2013
CO-56	Extended CM costs not Covered by the Settlement	\$ 40,248.00	\$ 143,454,188.09	7/25/2013
CO-57	Perimeter Monitoring for 6 Months through Dec 31, 2013.	\$ 326,928.64	\$ 143,781,116.73	8/22/2013
CO-58	Water Perimeter Slopes for 4 Months through Sep 2013.	\$ 77,139.33	\$ 143,858,256.06	8/22/2013
CO-59	Project Management May 14 to July 5, 2013	\$ 205,898.95	\$ 144,064,155.01	8/22/2013
CO-60	Vector Control for initial 3 Month period	\$ 83,083.14	\$ 144,147,238.15	8/22/2013
CO-61	Maintain Storage Yard	\$ 53,632.90	\$ 144,200,871.05	8/22/2013
CO-62	Project Management from July 8, 2013 through Sep 30, 2013	\$ 254,250.00	\$ 144,455,121.05	10/17/2013
CO-63	Project Management through Oct 01, 2013 through Dec 31, 2013	\$ 254,247.00	\$ 144,709,368.05	1/9/2014
CO-65	Third party QC for DTSC through Dec 2013	\$ 58,914.91	\$ 144,768,282.96	11/27/2013
CO-66	Top of refuse exploration & mapping for Cell A2	\$ 46,618.58	\$ 144,814,901.54	11/27/2013
CO-67	Quarterly soil gas monitoring for two quarters	\$ 31,722.30	\$ 144,846,623.84	11/27/2013
CO-69	Third party QC for DTSC from Jan 01, 2014 through Jun 30, 2014	\$ 48,435.00	\$ 144,895,058.84	2/21/2014
CO-74	Third party QC for DTSC from Jul 01, 2014 through Dec 31, 2014	\$ 51,251.00	\$ 144,946,309.84	
CO-75	Vector control for additional 3 month period	\$ 55,763.14	\$ 145,002,072.98	6/24/2014
CO-76	Site security and site maintenance	\$ 339,271.00	\$ 145,341,343.98	7/30/2014
CO-77	Maintain Storage Yard	\$ 48,614.00	\$ 145,389,957.98	7/30/2014
CO-78	Quarterly soil gas monitoring for 3rd and 4th quarters of 2014	\$ 35,800.00	\$ 145,425,757.98	9/4/2014
CO-79	Correct sewer line blockage	9143.04	\$ 145,434,901.02	10/7/2014
CO-80	SWPPP for 8 weeks	\$ 281,979.58	\$ 145,716,880.60	12/15/2014
CO-81	Implementation plan & cost estimate for LFG startup in A3&A5	\$ 42,133.00	\$ 145,759,013.60	3/17/2015
CO-82	Redesign LFG collection system in cell A3 and A5	\$ 54,042.00	\$ 145,813,055.60	3/23/2015
CO-83	Weed abatement at the 11 acre site north of Del Amo Blvd.	\$ 20,806.82	\$ 145,833,862.42	5/6/2015
	Total of Approved change orders	\$ 23,175,835.42		



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

CHANGE ORDER REQUEST: BSB CPFCOR-203

Request Date: 10-Jun-2015
 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 continuing all site security and site maintenance, dust suppression, flare and granular activated carbon (GAC) maintenance and the associated task management is required. Tetra Tech's previous change order requests and payments for this work through April 1, 2015 have been settled with the previous owner, Carson Marketplace, as part of a Settlement Agreement dated May 18, 2015 associated with the transfer of the property to the Carson Reclamation Authority ("CRA"). 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 April 1, 2015 to March 31, 2016 was submitted and approved by the CRA and Carson Holdings LLC ("Carson Holdings") as part of a three-way Letter Agreement between the CRA, Tetra Tech and Carson Holdings dated May 18, 2015. The costs from April 1, 2015 to May 18, 2015 will be invoiced to and paid by Carson Holdings as stipulated in the Letter Agreement. The costs after May 18, 2015 will be paid by the CRA under this change order. This Change Order Request BSB CPFCOR-203 covers 10.5 months commencing May 19, 2015. The scope of work is attached. Tetra Tech is hereby submitting this change order request BSB CPFCOR-203 which is part of the overall approved 12 month holding period budget approved in the Letter agreement with the CRA.

Scope of Work :

See Scope of Work text in last tab which describes each task in this COR.

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.
2. It is assumed that the estimate is based on current rates, however, these rates could change during the period of performance and Tetra Tech will invoice them accordingly.

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

	Total	Amount of the Fixed Price Allocated to the AIG EPP Services	Amount of the Fixed Price Allocated to the Contractor Guaranteed Services
CHANGE TO CONTRACT AMOUNT (see attached back-up):			
Original 12/31/07 amount from Design and Construction EAA	\$ 118,556,968	\$ 11,852,156	\$ 106,704,813
Amounts as adjusted by Amendment 3 to D-C EAA	\$ 122,658,026.00	\$ 11,852,156	\$ 110,805,870
Total amount of previous approved change orders (see attached table)	\$ 23,175,835		
Updated amount	\$ 145,833,861	\$ 11,852,156	\$ 133,981,705
Amount of this "Cost plus fee" change order	\$ 528,394.46		
New amount with this change order	\$ 146,362,256	\$ 11,852,156	\$ 134,510,100

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: 12 months

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 _____ **Date:** 10-Jun-15
 Javier Weckmann, Vice President, Tetra Tech, Inc.

Approved by: _____ **Date:** _____
 Carson Reclamation Authority

Change Order Request BSB CPFCOR-203 for Site Security, Maintenance, Flare & GAC Maintenance and Task Management from Apr 1, 2015 thru Mar 31, 2016.

Task-1 Site security and site maintenance from Apr 2015-March 2016						
			TT ESTIMATE			
Items	Rate/units	Units	Estimated Units	Estimated Amount	TT Comments	
Labor						
1	Field Oversight/Monitor	\$ 60.37	hrs	24.0	1,448.88	24hr/month
2	Project controls engineer	\$ 155.54	hrs	32.0	4,977.28	21hr/month
TOTAL DIRECT LABOR COSTS			56.0	\$ 6,426.16		
SUBCONTRACTORS						
1	Site Security	\$ 11,700.00	mon	1.0	11,700.00	
2	Additional security over week ends and holidays	\$ 5,000.00	mon	1.0	5,000.00	24/7 with extra guard on weekends
3	4000 Gal Water truck	\$ 412.50	day	8.0	3,300.00	3 days/week
4	Maintenance Labor (Warrior Construction)	\$ 68.00	hr	32.0	2,176.00	4 hr/week
5	Street sweeper	\$ 360.00	Half-Day	8.0	2,880.00	2 half days a week
6	Operator for water truck	\$ 86.28	hr	64.0	5,521.92	16 hr/week for dust control
TOTAL SUBCONTRACTORS				\$ 30,577.92		
OTHER DIRECT COSTS						
1	Water tower	\$ 600.00	mon	1.0	600.00	Prorated for 12 days a month
2	Water charges	\$ 3.15	CCF	325.0	1,023.75	Assumed 325 CCF/mon
3	Miscellaneous Field supplies	\$ 175.00	mon	1.0	175.00	
4	Fuel	\$ 3.50	gal	200.0	700.00	
5	40 yd roll up bin	\$ 450.00	mon	1.0	450.00	\$900/mon. considered one disposal/2 months.
6	Computer usage	\$ 1.75	hrs	56.0	98.00	
Subtotal Other Direct Costs				\$ 3,046.75		
G&A @ 14.13%				430.51		
TOTAL OTHER DIRECT COSTS				\$ 3,477.26		
SUB-TOTAL CHANGE ORDER				\$ 40,481.34		
Fee @ 5%				2,024.07		
TOTAL TASK-1 TT CHANGE ORDER REQUEST AMOUNT PER MONTH				\$ 42,505.40		
TOTAL TASK-1 TT CHANGE ORDER REQUEST AMOUNT (12 MONTHS)				\$ 446,306.73		
TOTAL TASK-2 TT CHANGE ORDER REQUEST AMOUNT (12 MONTHS)				\$ 38,404.82		
TOTAL TASK-3 TT CHANGE ORDER REQUEST AMOUNT				\$ 43,682.91		
TOTAL TT CHANGE ORDER REQUEST AMOUNT				\$ 528,394.46		

Change Order Request BSB CPF COR-203 for Site Security, Maintenance, Flare & GAC Maintenance and Task Management from Apr 1, 2015 thru Mar 31, 2016.

Task-2 Flare and interim GAC maintenance from Apr 2015-March 2016

			TT ESTIMATE		
Items	Rate/units	Units	Estimated Units	Estimated Amount	TT Comments
Labor					
1 Senior LFG Systems Technician (BAS)	\$ 129.00	hrs	16.0	2,064.00	Includes maintenance on 4 blowers and a compressor.
2 Senior Field Technician	\$ 66.58	hrs	8.0	532.64	One labor at 2hr/week
TOTAL DIRECT LABOR COSTS			24.0	\$ 2,596.64	
SUBCONTRACTORS					
TOTAL SUBCONTRACTORS				\$ -	
OTHER DIRECT COSTS					
1 Travel	\$ 0.58	mile	120.0	69.00	1 day/month
2 Rental/Carbon for Vessel	\$ 666.00	mon	1.0	666.00	
3 Computer usage	\$ 1.75	hrs	24.0	42.00	
Subtotal Other Direct Costs				\$ 777.00	
G&A @ 14.13%				109.79	
TOTAL OTHER DIRECT COSTS				\$ 886.79	
SUB-TOTAL CHANGE ORDER				\$ 3,483.43	
Fee @ 5%				\$ 174.17	
TOTAL TASK-2 TT CHANGE ORDER REQUEST AMOUNT PER MONTH				\$ 3,657.60	
TOTAL TASK-2 TT CHANGE ORDER REQUEST AMOUNT (12 MONTHS)				\$ 38,404.82	

Change Order Request BSB CPF COR-203 for Site Security, Maintenance, Flare & GAC Maintenance and Task Management from Apr 1, 2015 thru Mar 31, 2016.

Task-3 Task Management for Site Security, Site Maintenance, Flare & GAC maintenance and Topographic Survey					
Items	Rate/units	Units	TT ESTIMATE		TT Comments
			Estimated Units	Estimated Amount	
Labor					
1 Program Manager	\$ 239.64	hrs	2.0	479.28	Coordination with client and management of task
2 Contracts/Business Manager	\$ 162.84	hrs	8.0	1,302.72	Business/finance/procurement support
3 Financial Analyst	\$ 65.44	hrs	4.0	261.76	Invoicing support
4 Admin assistant	\$ 37.33	hrs	0.0	-	Procurement support
5 Task Manager	\$ 155.54	hrs	12.0	1,866.48	Task management support and coordination
TOTAL DIRECT LABOR COSTS			26.0	\$ 3,910.24	
SUBCONTRACTORS					
TOTAL SUBCONTRACTORS					
OTHER DIRECT COSTS					
1 Computer usage	\$ 1.75	hrs	26.0	45.50	
Subtotal Other Direct Costs				\$ 45.50	
G&A (14.13%)				6.43	
TOTAL OTHER DIRECT COSTS				\$ 51.93	
SUB-TOTAL CHANGE ORDER				\$ 3,962.17	
Fee @ 5%				\$ 198.11	
TOTAL TASK-4 TT CHANGE ORDER REQUEST AMOUNT PER MONTH				\$ 4,160.28	
TOTAL TASK-4 TT CHANGE ORDER REQUEST AMOUNT (12 MONTHS)				\$ 43,682.91	

Tetra Tech Scope of work for COR 203- Site Security, Maintenance, Flare & GAC Maintenance and Task Management from April 1, 2015 through March 31, 2016.

Task-1 Maintenance of Site and Site Security from Apr 1, 2015 through March 31, 2016.

- Street sweeper for street cleaning the streets, as required by the City, at 1 half day/week.
- Site security provided 24/7 and over week ends and holidays.
- Labor, equipment and supplies for site maintenance at the entrance gate and perimeter fence, trash removal and weed control along the perimeter fence.
- 4000 gallon water truck (including operator) used to conduct road dust suppression activities per SCAQMD requirements 3 days per week.
- Field oversight/ monitor during site maintenance work.
- Provide water tower and water for road dust suppression activities conducted by water truck.
- Fuel for all the equipment used.
- 40 yrd roll up bin for waste , refuse and other construction debris to be emptied once in two months.
- Computers and IT support

Task-2 Maintenance of Flare and Interim Granular Activated Carbon (GAC) from Apr 1, 2015 through March 31, 2016.

- Due to the delay by Carson Marketplace in developing the site, this also delayed the starting the LF gas treatment system. As such, it is necessary to maintain the blowers related to the treatment system so that they remain operational when needed. This involves four major blowers and one compressor in the LFG Operation Center area. Once the LF gas system is in OM&M status, this maintenance task shall be included in the OM&M budget.
- Maintenance of the flare blowers per manufacturer recommendations – includes grease and lubricate equipment, inspect blower systems and cover for any rust or rodent damage. (Assuming LFG system is not in OM&M status)
- Operation and maintenance of the LOC interim gas extraction system to protect non HAZWOPER workers in the LOC area
- Inspection of vaults around the LOC, inspection of valves inside the vaults and air monitoring.
- Computers and IT support

Task-3 Task Management for the above tasks from Apr 1, 2015 through March 31, 2016.

- Invoicing of this change order including responding to follow up questions.
- Procurement and subcontracting.
- Subcontractor invoices and vendor invoices.
- Coordination with CM and subcontractors.
- Computers and IT support.



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

CHANGE ORDER REQUEST: BSB CPFCOR-204

Request Date: 23-Jun-15
Revised
Revised

Project Title: Boulevards at South Bay Design-Construction Environmental Assurance Agreement
Project No.: T21868
Client: Carson Reclamation Authority (CRA), 701. E Carson St. Carson, CA 90745
Client Contract: John Raymond, Director

Change Order Overview:

Due to the further extension of the project schedule, a change order to reimburse Tetra Tech for continued watering of the clay cover cap installed on the perimeter slopes is required. This change order request BSB CPFCOR-204 covers 12 months commencing 04-01-2015. The extension has further delayed the installation of the landscaping and irrigation system along the perimeter of the site. The clay cover installed on the perimeter slopes is vulnerable to desiccation which would tend to damage the prescriptive cover in these areas. This could result in the emission of landfill gas and the need to repair the cover. DTSC has required that the perimeter slopes be watered to keep the clay cover moist. Tetra Tech's previous change order requests and payments for this work have been settled with the previous owner Carson Market Place. However the ownership has now changed to "Carson Reclamation Authority" and the project will be on hold for approximately 12 months beginning 4-1-15, until a new development plan is finalized. A rough order magnitude cost estimate for the holding period 4-1-15 to 3-31-16 was submitted and approved by the Carson Reclamation Authority in a Letter Agreement on 5-18-2015. Tetra Tech is hereby submitting this change order request BSB CPFCOR-204 which is part of the overall approved 12 month holding period budget approved in the Letter Agreement with the CRA.

Authorization:

Tetra Tech requests written authorization to proceed with this revised change order request by no later than June 10, 2015.

Client CO Designation	Change Order Amount	New Contract Value	Date of Approval
	Amount of the Fixed Price Allocated to the Contractor Guaranteed Services	\$ 106,704,813.00	12/31/2007
	Amount of the Fixed Price Allocated to the AIG EPP Services	\$ 11,852,156.00	12/31/2007
	Amendment 3 Funding Delay Interest Adjustment	\$ 4,101,058.00	\$ 122,658,027.00 6/3/2009
CO-1	Demolition of Streets and Utilities	\$ 904,281.00	\$ 123,562,308.00 9/16/2008
CO-2	Geotechnical Investigation for Lenard Depression	\$ 40,637.00	\$ 123,602,945.00 10/3/2008
CO-3	SE Excavation	\$ 1,604,077.00	\$ 125,207,022.00 10/24/2008
CO-4	EIR Addendum to address vibration levels from pile driving and DDC	\$ 30,975.53	\$ 125,237,997.53 5/20/2009
CO-5	Design Team Coordination	\$ 85,557.15	\$ 125,323,554.68 6/3/2009
CO-6	Apartments	\$ 1,013,353.00	\$ 126,336,907.68 1/27/2010
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CO-8	Refuse Relocation for Lenardo Depression	\$ 459,717.00	\$ 127,098,740.68 5/18/2010
CO-9	Rough Grading for Lenardo Depression	\$ 180,726.00	\$ 127,279,466.68 5/18/2010
CO-10	Design Team Coordination	\$ 41,113.21	\$ 127,320,579.89 6/8/2010
CO-12	Monitoring (July 2010 - December 2010)	\$ 383,972.00	\$ 127,704,551.89 8/16/2010
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CO-15	Del Amo Gardens	\$ 239,174.00	\$ 128,432,712.89 9/1/2010
CO-16	Procure Temporary Liner	\$ 517,532.00	\$ 128,950,244.89 10/17/2010
CO-17	SWPPP Preparation for Phasing Plan	\$ 331,718.00	\$ 129,281,962.89 11/3/2010
CO-18	Monitoring For Utility Installation (Cost Estimate 7 Months) - Start Sept	\$ 266,823.00	\$ 129,548,785.89 11/3/2010
CO-19	Install Predevelopment Cap	\$ 1,194,327.00	\$ 130,743,112.89 12/22/2010
CO-20	DTSC Field Services (7 Mo. Starting September 2010)	\$ 127,099.00	\$ 130,870,211.89 12/16/2010
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CO-22	Identify depth of landfill refuse at the new CDS location and along line "D"	\$ 34,465.00	\$ 131,281,465.89 3/7/2011
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CO-35	Modifications to LFGES for permit compliance	\$ 345,061.00	\$ 136,472,594.89 12/8/2011
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CO-40	SWPPP from March 2012 through September 2012	\$ 377,254.00	\$ 137,271,735.89 4/19/2012
CO-41	Evaluation of Phased development plan	\$ 474,840.00	\$ 137,746,575.89 7/25/2012
CO-42	Inspection & repair of GW pipes damage/impacted by others while installing dry	\$ 108,010.00	\$ 137,854,585.89 8/23/2012
CO-43	Watering of the slopes along the perimeter	\$ 55,245.00	\$ 137,909,830.89 8/27/2012
CO-44	Quarterly soil gas sampling	\$ 58,524.00	\$ 137,968,354.89 9/13/2012
CO-45	Unspecified development related tasks	\$ 50,000.00	\$ 138,018,354.89 9/13/2012
CO-46	Project Management from 1 Oct 2012 through 31 Jan 2013.	\$ 786,961.00	\$ 138,805,315.89 10/16/2012
CO-47	SWPPP from 1 Oct 2012 through 31 Jan 2013.	\$ 1,102,518.00	\$ 139,907,833.89 10/16/2012

CO-48	Soil stockpile planning	\$ 386,121.00	\$ 140,293,954.89	10/16/2012
CO-49	RAP above grade LFG system	\$ 1,612,426.00	\$ 141,906,380.89	10/16/2012
CO-50	Site Perimeter Monitoring from Nov 2012 for 4 Months	\$ 232,384.00	\$ 142,138,764.89	12/27/2012
CO-51	Project Management (Stipulated Settlement)	\$ 300,000.00	\$ 142,438,764.89	5/29/2013
CO-52	Third party QC for DTSC for upto 2 months.	\$ 24,972.00	\$ 142,463,736.89	4/1/2013
CO-53	Perimeter Monitoring for additional 2 months (mid April 2013)	\$ 120,000.00	\$ 142,583,736.89	5/8/2013
CO-54	CM Landfill Gas (Stipulated Settlement)	\$ 382,187.20	\$ 142,965,924.09	5/29/2013
CO-55	CM Landfill Cap (Stipulated Settlement)	\$ 448,016.00	\$ 143,413,940.09	5/29/2013
CO-56	Extended CM costs not Covered by the Settlement	\$ 40,248.00	\$ 143,454,188.09	7/25/2013
CO-57	Perimeter Monitoring for 6 Months through Dec 31, 2013.	\$ 326,928.64	\$ 143,781,116.73	8/22/2013
CO-58	Water Perimeter Slopes for 4 Months through Sep 2013.	\$ 77,139.33	\$ 143,858,256.06	8/22/2013
CO-59	Project Management May 14 to July 5, 2013	\$ 205,898.95	\$ 144,064,155.01	8/22/2013
CO-60	Vector Control for initial 3 Month period	\$ 83,083.14	\$ 144,147,238.15	8/22/2013
CO-61	Maintain Storage Yard	\$ 53,632.90	\$ 144,200,871.05	8/22/2013
CO-62	Project Management from July 8, 2013 through Sep 30, 2013	\$ 254,250.00	\$ 144,455,121.05	10/17/2013
CO-63	Project Management through Oct 01, 2013 through Dec 31, 2013	\$ 254,247.00	\$ 144,709,368.05	1/9/2014
CO-65	Third party QC for DTSC through Dec 2013	\$ 58,914.91	\$ 144,768,282.96	11/27/2013
CO-66	Top of refuse exploration & mapping for Cell A2	\$ 46,618.58	\$ 144,814,901.54	11/27/2013
CO-67	Quarterly soil gas monitoring for two quarters	\$ 31,722.30	\$ 144,846,623.84	11/27/2013
CO-69	Third party QC for DTSC from Jan 01, 2014 through Jun 30, 2014	\$ 48,435.00	\$ 144,895,058.84	2/21/2014
CO-74	Third party QC for DTSC from Jul 01, 2014 through Dec 31, 2014	\$ 51,251.00	\$ 144,946,309.84	
CO-75	Vector control for additional 3 month period	\$ 55,763.14	\$ 145,002,072.98	6/24/2014
CO-76	Site security and site maintenance	\$ 339,271.00	\$ 145,341,343.98	7/30/2014
CO-77	Maintain Storage Yard	\$ 48,614.00	\$ 145,389,957.98	7/30/2014
CO-78	Quarterly soil gas monitoring for 3rd and 4th quarters of 2014	\$ 35,800.00	\$ 145,425,757.98	9/4/2014
CO-79	Correct sewer line blockage	9143.04	\$ 145,434,901.02	10/7/2014
CO-81	SWPPP for 8 weeks	\$ 281,979.58	\$ 145,716,880.60	12/15/2014
CO-82	Implementation plan & cost estimate for LFG startup in A3&A5	\$ 42,133.00	\$ 145,759,013.60	3/17/2015
CO-83	Redesign LFG collection system in cell A3 and A5	\$ 54,042.00	\$ 145,813,055.60	3/23/2015
CO-84	Weed abatement at the 11 acre site north of Del Amo Blvd.	\$ 20,806.82	\$ 145,833,862.42	5/6/2015
	Total of Approved change orders	\$ 23,175,835.42		



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CHANGE ORDER REQUEST: BSB CPFCOR-204

Request Date: 23-Jun-15
Revised:
Revised:

Project Title: Boulevards at South Bay Design-Construction Environmental Assurance Agreement
Project No.: T21868
Client: Carson Reclamation Authority (CRA), 701. E Carson St. Carson, CA 90745
Client Contract: John Raymond, Director

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 continued watering of the clay cover cap installed on the perimeter slopes is required. This change order request BSB CPFCOR-204 covers 12 months commencing 04-01-2015. The extension has further delayed the installation of the landscaping and irrigation system along the perimeter of the site. The clay cover installed on the perimeter slopes is vulnerable to desiccation which would tend to damage the prescriptive cover in these areas. This could result in the emission of landfill gas and the need to repair the cover. DTSC has required that the perimeter slopes be watered to keep the clay cover moist. Tetra Tech's previous change order requests and payments for this work have been settled with the previous owner Carson Market Place. However the ownership has now changed to "Carson Reclamation Authority" and the project will be on hold for approximately 12 months beginning 4-1-15, until a new development plan is finalized. A rough order magnitude cost estimate for the holding period 4-1-15 to 3-31-16 was submitted and approved by the Carson Reclamation Authority in a Letter Agreement on 5-18-2015. Tetra Tech is hereby submitting this change order request BSB CPFCOR-204 which is part of the overall approved 12 month holding period budget approved in the Letter Agreement with the CRA.

Scope of Work:

1. Use 4000-gallon water truck as needed and water the slopes along the perimeter (6,500 feet) about 2 days a week for the purpose of providing an estimate for this COR. This frequency of watering will vary between zero to 4 days a week depending on the weather conditions.
2. Daily health and safety tasks associated with this task.
3. Daily site coordination.
4. Monthly invoicing support.
5. Monthly soil cover moisture inspection.

Other Terms & Conditions:

1. It is assumed that, if the irrigation system is not going to be installed by CRA by the end of the 2015-16 dry season (Oct 01, 2016), a new change order request will be submitted in advance of this date to continue with the watering of the slopes.
2. This change order is based on watering the slopes an average of 2 days per week. If the average watering frequency increases due to dry weather conditions, additional budget will be requested.
3. 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.

	Total	Amount of the Fixed Price Allocated to the AIG EPP Services	Amount of the Fixed Price Allocated to the Contractor Guaranteed Services
CHANGE TO CONTRACT AMOUNT (see attached back-up):			
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 attached table)	\$ 23,175,835		
Updated amount	\$ 145,833,861	\$ 11,852,156.00	\$ 133,981,705.42
Amount of this "Cost plus fee" change order	\$ 142,869		
New amount with this change order	\$ 145,976,731	\$ 11,852,156.00	\$ 134,124,574.65

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: 12 months

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, Vice President, Tetra Tech, Inc.

Date:

23-Jun-15

Approved by:

Carson Reclamation Authority

Date:

Change Order Request BSB CPF COR-204 for Moisture conditioning of prescriptive cover along the perimeter slope.					
Task-1 Watering of the prescriptive cover along the perimeter slope.					
			ESTIMATE		
Items	Rate/units	Units	Estimated Units	Estimated Amount	Comments
Labor					
1 Field Engineer	\$ 60.37	hrs	2.0	120.74	2hr/mon
2 Project controls engineer	\$ 155.54	hrs	5.0	777.70	5hr/mon
TOTAL DIRECT LABOR COSTS			7.0	\$ 898.44	
SUBCONTRACTORS					
1 Subcontractor operator for water truck.	\$ 66.08	hrs	70.0	4,625.60	16 hr/week
2 4000 gallons water truck	\$ 408.00	day	8.00	3,264.00	Daily rate used for 8 days/mon operation instead of monthly rental.
Fee @ 0%					
TOTAL SUBCONTRACTORS				\$ 7,889.60	
OTHER DIRECT COSTS					
1 Site Transportation (Truck)	\$ 80	day	4.0	320.00	4 day/per month assumed 180CCF/mon Outside equipment rental - monthly rental at 8 days/month prorated.
2 Water consumption	\$ 3.15	CCF	180.0	567.00	
3 Water tower	\$ 1,250.00	mon	0.4	500.00	
4 Computer usage and IT support	\$ 1.75	mon	7.0	12.25	
Subtotal Other Direct Costs				\$ 1,399.25	
G&A @ 14.13%				197.71	
TOTAL OTHER DIRECT COSTS				\$ 1,596.96	
SUB-TOTAL CHANGE ORDER				\$ 10,385.00	
Fee @ 5%				\$ 519.25	
TOTAL TASK 1 AMOUNT				\$ 10,904.25	
TOTAL TASK-1 TT CHANGE ORDER REQUEST AMOUNT (12 MONTHS)				\$ 130,851.05	
TOTAL TASK-2 TT CHANGE ORDER REQUEST AMOUNT (12 MONTHS)				\$ 12,018.18	
TOTAL TT CHANGE ORDER REQUEST AMOUNT (12 MONTHS)				\$ 142,869.23	

Change Order Request BSB CPF COR-204 for Moisture conditioning of prescriptive cover along the perimeter slope.

Task-2 Task Management for watering of the perimeter slopes

			ESTIMATE			
Items	Rate/units	Units	Estimated Units	Estimated Amount	Comments	
Labor						
1	Contracts/Business Manager	\$ 162.84	hrs	2.0	325.68	Business/finance support
2	Financial Analyst	\$ 65.44	hrs	1.0	65.44	Invoicing support
3	Project controls engineer	\$ 155.54	hrs	2.0	311.08	Task Management
4	Admin assistant.		hrs	0.0	-	
5	Program Manager	\$ 239.64	hrs	1.0	239.64	Overview of task, change order request review, coordination with client 1.0hr/mon
TOTAL DIRECT LABOR COSTS				6.0	\$ 941.84	
SUBCONTRACTORS						
TOTAL SUBCONTRACTORS						
OTHER DIRECT COSTS						
1)	Computers	\$ 1.75	hrs	6.0	10.50	
Subtotal Other Direct Costs					\$ 10.50	
G&A @ 14.13%					1.48	
TOTAL OTHER DIRECT COSTS					\$ 11.98	
SUB-TOTAL CHANGE ORDER					\$ 953.82	
Fee @ 5%					\$ 47.69	
TOTAL TASK 2 AMOUNT					\$ 1,001.51	
TOTAL TASK-2 TT CHANGE ORDER REQUEST AMOUNT (12 MONTHS)					\$ 12,018.18	



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

CHANGE ORDER REQUEST: BSB CPFCOR-205

Request Date: 23-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: John Raymond, Director
Change Order Overview:

Due to the further extension of the schedule, a change order to reimburse Tetra Tech for the continued maintenance of the materials storage yard is required. This change order request BSB CPFCOR-205 covers 12 months commencing 04-01-2015. Tetra Tech's previous change order requests and payments for this work have been settled with the previous owner, Carson Market Place. However, the ownership has now changed to the Carson Reclamation Authority (the "CRA") and it is understood that the project will be held 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. DTSC is requesting that all of the polyethylene landfill remediation materials in inventory at the Site's storage yard be properly protected during the extension of the project schedule. These materials include over \$3 million of LLDPE liner, geotextile, HDPE piping and fittings, which are susceptible to damage if exposed to uv rays of the sunlight and

Authorization:
 Tetra Tech requests written authorization of this change order by no later than June 10, 2015.

Client CO No.	Description	Change Order Amount	New Contract Value	Date of Approval
	Amount of the Fixed Price Allocated to the Contractor Guaranteed Services		\$ 106,704,813.00	12/31/2007
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41	Evaluation of Phased development plan	\$ 474,840.00	\$ 137,746,575.89	7/25/2012
42	Inspection & repair of GW pipes damage/impacted by others while in	\$ 108,010.00	\$ 137,854,585.89	8/23/2012
43	Watering of the slopes along the perimeter	\$ 55,245.00	\$ 137,909,830.89	8/27/2012
44	Quarterly soil gas sampling	\$ 58,524.00	\$ 137,968,354.89	9/13/2012
45	Unspecified development related tasks	\$ 50,000.00	\$ 138,018,354.89	9/13/2012
46	Project Management from 1 Oct 2012 through 31 Jan 2013.	\$ 786,961.00	\$ 138,805,315.89	10/16/2012
47	SWPPP from 1 Oct 2012 through 31 Jan 2013.	\$ 1,102,518.00	\$ 139,907,833.89	10/16/2012
48	Soil stockpile planning	\$ 386,121.00	\$ 140,293,954.89	10/16/2012
49	Predevelopment landfill gas collection and conveyance system	\$ 1,612,426.00	\$ 141,906,380.89	10/16/2012
50	Site Perimeter Monitoring from Nov 2012 for 4 Months	\$ 232,384.00	\$ 142,138,764.89	12/27/2012

51	Project Management for an additional 2 to 3 months (Stipulated settle	\$ 300,000.00	\$ 142,438,764.89	5/29/2013
52	Third party QC for DTSC for upto 2 months.	\$ 24,972.00	\$ 142,463,736.89	4/1/2013
53	Perimeter Monitoring for additional 2 months (mid April 2013)	\$ 120,000.00	\$ 142,583,736.89	5/8/2013
54	CM for Landfill gas system (Stipulated settlement)	\$ 382,187.20	\$ 142,965,924.09	5/29/2013
55	CM for Landfill cap system (Stipulated settlement)	\$ 448,016.00	\$ 143,413,940.09	5/29/2013
56	Extended CM costs not Covered by the Settlement	\$ 40,248.00	\$ 143,454,188.09	7/25/2013
57	Perimeter Monitoring for 6 Months through Dec 31, 2013.	\$ 326,928.64	\$ 143,781,116.73	8/22/2013
58	Water Perimeter Slopes for 4 Months through Sep 2013.	\$ 77,139.33	\$ 143,858,256.06	8/22/2013
59	Project Management May 14 to July 5, 2013	\$ 205,898.95	\$ 144,064,155.01	8/22/2013
60	Vector Control for initial 3 Month period	\$ 83,083.14	\$ 144,147,238.15	8/22/2013
61	Maintain Storage Yard	\$ 53,632.90	\$ 144,200,871.05	8/22/2013
62	Project Management from July 8, 2013 through Sep 30, 2013	\$ 254,250.00	\$ 144,455,121.05	10/17/2013
63	Project Management through Oct 01, 2013 through Dec 31, 2013	\$ 254,247.00	\$ 144,709,368.05	1/9/2014
65	Third party QC for DTSC through Dec 2013	\$ 58,914.91	\$ 144,768,282.96	11/27/2013
66	Top of refuse exploration & mapping for Cell A2	\$ 46,618.58	\$ 144,814,901.54	11/27/2013
67	Quarterly soil gas monitoring for two quarters	\$ 31,722.30	\$ 144,846,623.84	11/27/2013
69	Third party QC for DTSC from Jan 01, 2014 through June 30, 2014	\$ 48,435.00	\$ 144,895,058.84	2/21/2014
74	Third party QC for DTSC from Jul 01, 2014 through Dec 31, 2014	\$ 51,251.00	\$ 144,946,309.84	6/24/2014
75	Vector Control for additional 3 Month period	\$ 55,763.14	\$ 145,002,072.98	6/24/2014
76	Site security and site maintenance	\$ 339,271.00	\$ 145,341,343.98	7/30/2014
77	Maintainence of the storage yard	\$ 48,614.00	\$ 145,389,957.98	7/30/2014
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81	SWPPP for 8 weeks	\$ 281,979.58	\$ 145,716,880.60	12/15/2014
82	Implementation plan & cost estimate for LFG startup in A3&A5	\$ 42,133.00	\$ 145,759,013.60	3/17/2015
83	Redesign LFG collection system in cell A3 and A5	\$ 54,042.00	\$ 145,813,055.60	3/23/2015
84	Weed abatement at the 11 acre site north of Del Amo Blvd.	\$ 20,806.82	\$ 145,833,862.42	5/6/2015
	Total of Approved change orders	\$ 23,175,835.42		



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

CHANGE ORDER REQUEST: BSB CPFCOR-205

Request Date: 23-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: John Raymond, Director

Purpose and Description of this Change Order Request:

Due to the further extension of the schedule, a change order to reimburse Tetra Tech for the continued maintenance of the materials storage yard is required. This change order request BSB CPFCOR-205 covers 12 months commencing 04-01-2015. Tetra Tech's previous change order requests and payments for this work have been settled with the previous owner, Carson Market Place. 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. DTSC is requesting that all of the polyethylene landfill remediation materials in inventory at the Site's storage yard be properly protected during the extension of the project schedule. These materials include over \$3 million of LLDPE liner, geotextile, HDPE piping and fittings, which are susceptible to damage if exposed to uv rays of the sunlight and the elements. These materials have been covered and protected since they were purchased, as far back as 2009. At the time they were purchased, it was anticipated that the materials would have been installed by 2011. Tetra Tech is hereby submitting this change order request BSB CPFCOR-205 which is part of the overall approved 12 month holding period budget approved in the Letter agreement with the CRA.

Scope of work:

1. Remove all torn or ripped visqueen/plastic cover protection material.
2. Remove all damaged sand bags and ropes used to keep the visqueen in place.
3. Rearrange/relocate the rolls of liner material and other PVC/CPVC materials, to eliminate excessive exposure.
4. Procure necessary materials such as visqueen, sand bags, stakes, rope.
5. Cover the materials with visqueen and anchor it down with stakes and sandbags at intervals.
6. Perform construction quality assurance to make sure the materials are adequately covered to DTSC's approval.
7. Provide for dust control during this operation.
8. Provide Health and Safety monitoring.
9. Invoicing and invoicing support.

Other Terms & Conditions:

1. Payment schedule 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

	Total	Amount of the Fixed Price Allocated to the	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 attached table)	\$ 23,175,835.42		
Updated amount	\$ 145,833,861.42	\$ 11,852,156.00	\$ 133,981,705.42
Amount of this "Cost plus fee" change order	\$ 50,465		
New amount with this change order	\$ 145,884,326.08	\$ 11,852,156.00	\$ 134,032,170.08

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: 12 months

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: _____ **Date:** 23-Jun-15
 Javier Weckmann, Vice President, Tetra Tech, Inc.

Approved by: _____ **Date:** _____
 Carson Reclamation Authority

Change Order request BSB CPFCOR-205-Repair/ replace the covers on the material in the material storage yard.					
Task-1 Annual maintenance of the storage yard.					
			ESTIMATE		
Items	Rate/units	Units	Estimated Units	Estimated Amount	Comments
Labor					This task is estimated to be completed in 10 work days
1) Program Manager	\$ 239.64	hrs	2	479.28	
2) Senior Engineer	\$ 161.27	hrs	12	1,935.24	
3) Area monitor for sound and dust	\$ 60.37	hrs	80	4,829.60	
4) Health and Safety	\$ 84.82	hrs	0	-	
5) Project Controls Engineer	\$ 155.54	hrs	20	3,110.80	
TOTAL DIRECT LABOR COSTS			114	10,354.92	
SUBCONTRACTORS					
1) Subcontractor labor					
Laborer	\$ 66.04	hrs	160	10,566.40	Two laborers
Operator	\$ 86.22	hrs	80	6,897.60	
2) Subcontractor Equipment					
Boomlift	\$ 1,000.00	week	2	2,000.00	
Reach lift	\$ 1,200.00	week	2	2,400.00	
Misc.	\$ 500.00	week	2	1,000.00	
Fee @ 0%					-
TOTAL SUBCONTRACTORS				\$ 22,864.00	
OTHER DIRECT COSTS					
1) Vehicle-1	\$ 60.00	day	8	480.00	
2) Mule	\$ 30.00	day	8	240.00	
4) Water consumption	\$ 3.15	CCF	64	201.60	assumed 6000 gallons/day for 8 days
5) Water tower	\$ 61.15	day	4	244.60	assumed half time for water tower over 8 day period
5) 2000 gallon Water	\$ 208.00	day	8	1,664.00	assumed half time for water tower over 8 day period
5) Stakes	\$ 2.75	ea	320	880.00	
6) Solid Braided Nylon Rope (1/4in x1000lf)	\$ 70.00	ea	8	560.00	
7) Sand Bag (Orange)	\$ 2.00	ea	800	1,600.00	
8) 10 Mil 40x100' Black Polyfilm Visqueen	\$ 268.53	ea	18	4,833.54	
9) Computer usage and IT support	\$ 1.75	ea	114	199.50	
Subtotal Other Direct Costs				\$ 10,903.24	
G&A @ 14.13%				\$ 1,540.63	
TOTAL OTHER DIRECT COSTS				\$ 12,443.87	
SUB-TOTAL CHANGE ORDER				\$ 45,662.79	
Fee @ 5%				\$ 2,283.14	
TOTAL TASK-1 CHANGE ORDER AMOUNT				\$ 47,945.93	
TOTAL TASK-2 CHANGE ORDER AMOUNT				\$ 2,518.74	
TOTAL PROPOSED CHANGE ORDER REQUEST AMOUNT				\$ 50,464.66	

Change Order request BSB CPFCOR-205-Repair/ replace the covers on the material in the material storage yard.					
Task-2 Task Management for annual maintenance of the storage yard.					
			ESTIMATE		
Items	Rate/units	Units	Estimated Units	Estimated Amount	Comments
Labor					
1) Contracts/Business manager	\$ 162.84	hrs	8.0	1,302.72	Business/finance/procurement/subcontracting support for this CO. Invoicing support Change order management and subcontractor invoices
2) Financial Analyst.	\$ 65.44	hrs	2.0	130.88	
3) Project controls engineer	\$ 155.54	hrs	6.0	933.24	
TOTAL DIRECT LABOR COSTS			16.0	\$ 2,366.84	
SUBCONTRACTORS					
Fee @ 0%					
TOTAL SUBCONTRACTORS					
OTHER DIRECT COSTS					
1) Computer usage and IT support	\$ 1.75	ea	16	28.00	
Subtotal Other Direct Costs				\$ 28.00	
G&A @ 14.13%				\$ 3.96	
TOTAL OTHER DIRECT COSTS				\$ 31.96	
SUB-TOTAL CHANGE ORDER					
				\$ 2,398.80	
Fee @ 5%					
				\$ 119.94	
TOTAL TASK 2 CHANGE ORDER REQUEST AMOUNT				\$ 2,518.74	



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

CHANGE ORDER REQUEST: BSB CPF COR-206

Request Date: 23-Jun-15
Revised
Revised

Project 1 Boulevards at South Bay/NFL stadium and Construction Environmental Assurance Agreement
Project # T21868

Client: Carson Reclamation Authority, 701, E Carson St. Carson, CA
Client C: John Raymond, Director

Change Order Overview:

Due to the further extension of the project schedule, a change order to reimburse Tetra Tech for continued Quarterly soil gas monitoring is required. This Change Order Request BSB CPF COR-206 covers 12 months commencing 04-01-2015. Tetra Tech's previous change order requests and payments for this work have been settled with the previous owner, Carson Marketplace. 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. The DTSC requires that soil gas monitoring of the existing probes be performed once every quarter until LFG OM&M commences to evaluate whether there is unacceptable migration of methane gas from the landfill. The schedule for startup of the LFG OM&M has been impacted by the extension of the project schedule. Tetra Tech is hereby submitting this change order request which is part of the overall approved 42 month holding period budget approved in the letter agreement with the CRA. The soil gas monitoring is required by the DTSC. The soil gas monitoring is required by the DTSC. The soil gas monitoring is required by the DTSC.

Tetra Tech requests written authorization to proceed with this change order by no later than June 10, 2015.

Client CO No.	Description	Change Order Amount	New Contract Value	Date of Approval
	Amount of the Fixed Price Allocated to the Contractor Guaranteed Services		\$ 106,704,813.00	12/31/2007
	Amount of the Fixed Price Allocated to the AIG EPP Services		\$ 11,852,156.00	12/31/2007
	Amendment 3 Funding Delay Interest Adjustment	\$ 4,101,058.00	\$ 122,658,027.00	6/3/2009
1	Demolition of Streets and Utilities	\$ 904,281.00	\$ 123,562,308.00	9/16/2008
2	Geotechnical Investigation for Lenard Depression	\$ 40,637.00	\$ 123,602,945.00	10/3/2008
3	SE Excavation	\$ 1,604,077.00	\$ 125,207,022.00	10/24/2008
4	EIR Addendum to address vibration levels from piles driving and DDC.	\$ 30,975.53	\$ 125,237,997.53	5/20/2009
5	Design Team Coordination	\$ 85,557.15	\$ 125,323,554.68	6/3/2009
6	Apartments	\$ 1,013,353.00	\$ 126,336,907.68	1/27/2010
7	Phased Construction planning.	\$ 302,116.00	\$ 126,639,023.68	3/17/2010
8	Refuse relocation for Leonardo Depression.	\$ 459,717.00	\$ 127,098,740.68	5/18/2010
9	Rough Grading for Leonardo Depression.	\$ 180,726.00	\$ 127,279,466.68	5/18/2010
10	Design Team Coordination	\$ 41,113.21	\$ 127,320,579.89	6/8/2010
12	Site Perimeter monitoring (July 2010-December 2010)	\$ 383,972.00	\$ 127,704,551.89	8/16/2010
13	Construction Management for the Landfill Gas system	\$ 313,784.00	\$ 128,018,335.89	9/1/2010
14	SWPPP Retention Ponds	\$ 175,203.00	\$ 128,193,538.89	9/1/2010
15	Del Amo Gardens	\$ 239,174.00	\$ 128,432,712.89	9/1/2010
16	Procure Temporary liner	\$ 517,532.00	\$ 128,950,244.89	10/17/2010
17	SWPPP Preparation for Phasing Plan	\$ 331,718.00	\$ 129,281,962.89	11/3/2010
18	Monitoring for utility installation by others (7 months)	\$ 266,823.00	\$ 129,548,785.89	11/3/2010
19	Install Predevelopment Cap.	\$ 1,194,327.00	\$ 130,743,112.89	12/22/2010
20	DTSC Field services (7 month starting September 2010)	\$ 127,099.00	\$ 130,870,211.89	12/16/2010
21	Maintain SWPPP through 2010-2011 wet season.	\$ 376,789.00	\$ 131,247,000.89	12/16/2010
22	Identify depth of landfill refuse at the new CDS location and along line "D"	\$ 34,465.00	\$ 131,281,465.89	3/7/2011
23	Construction Management for the landfill cap system.	\$ 518,390.00	\$ 131,799,855.89	3/25/2011
24	Remaining Budget 2011 SWPPP Season	\$ 302,233.00	\$ 132,102,088.89	4/26/2011
25	Site Security and Maintenance for an additional 6 months	\$ 186,108.00	\$ 132,288,196.89	4/26/2011
26	Project Management for an Additional 6 months beginning July 2011.	\$ 347,415.00	\$ 132,635,611.89	4/26/2011
27	Project Management during Holding Phase (24 months beginning January 1, 2011)	\$ 1,117,333.00	\$ 133,752,944.89	10/14/2011
28	Site Perimeter Monitoring for 2011 and 2012 for 20 Months	\$ 973,813.00	\$ 134,726,757.89	9/19/2011
29	Monitoring during Utility Installation by Others	\$ 325,422.00	\$ 135,052,179.89	9/19/2011
30	CDS Unit unit along storm water line "D"	\$ 93,658.00	\$ 135,145,837.89	6/24/2011
31	Baseline risk assessment for phased construction	\$ 80,052.00	\$ 135,225,889.89	8/15/2011
32	Storm Drain Pipe Crushing	\$ 125,382.00	\$ 135,351,271.89	10/17/2011
33	SWPPP October - December 2011	\$ 648,184.00	\$ 135,999,455.89	11/8/2011
34	Onsite Office and Administration (Oct. 2011 - Feb. 2012)	\$ 128,078.00	\$ 136,127,533.89	12/8/2011
35	Modifications to LFGES for permit compliance	\$ 345,061.00	\$ 136,472,594.89	12/8/2011
36	Preliminary analysis of the proposed phased construction	\$ 50,000.00	\$ 136,522,594.89	1/11/2012
37	White surface treatment purchase BPS liner	\$ 30,465.00	\$ 136,553,059.89	3/2/2012
38	Evaluation of potential refuse reconsolidation in cell A2	\$ 29,696.00	\$ 136,582,755.89	3/19/2012
39	Provide interim extra cover of soil to meet the DTSC requirements.	\$ 311,726.00	\$ 136,894,481.89	4/2/2012
40	SWPPP from March 2012 through September 2012	\$ 377,254.00	\$ 137,271,735.89	4/19/2012
41	Evaluation of Phased development plan	\$ 474,840.00	\$ 137,746,575.89	7/25/2012
42	Inspection & repair of GW pipes damage/impacted by others while installing dry utilities	\$ 108,010.00	\$ 137,854,585.89	8/23/2012
43	Watering of the slopes along the perimeter	\$ 55,245.00	\$ 137,909,830.89	8/27/2012
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77	Maintainence of the storage yard	\$ 48,614.00	\$ 145,389,957.98	7/30/2014
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84	Weed abatement at the 11 acre site north of Del Amo Blvd.	\$ 20,806.82	\$ 145,833,862.42	5/6/2015
	Total of Approved change orders	\$ 23,175,835.42		



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CHANGE ORDER REQUEST: BSB CPF COR-206

Request Date: 23-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: John Raymond, Director

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 continued Quarterly soil gas monitoring is required. This Change Order Request BSB CPF COR-206 covers 12 months commencing 04-01-2015. Tetra Tech's previous change order requests and payments for this work have been settled with the previous owner, Carson Marketplace. 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. The DTSC requires that soil gas monitoring of the existing probes be performed once every quarter until LFG OM&M commences to evaluate whether there is unacceptable migration of methane gas from the landfill. The schedule for startup of the LFG OM&M has been impacted by the extension of the project schedule. Tetra Tech is hereby submitting this change order request which is part of the overall approved 12 month holding period budget approved in the Letter agreement with the CRA. The soil gas monitoring is behind by one quarter, therefore Tetra Tech requests that the approval be expedited.

Scope of Work:

1. Perform soil gas sampling of the existing probes in the field once each quarter.
2. Gas analysis performed by independent laboratory.
3. Prepare report and submit to DTSC for review and approval.

Other Terms & Conditions:

1. Costs for DTSC review and approval are not included in this Change order request.
2. 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.

	Total	Amount of the Fixed Price Allocated to the AIG EPP Services	Amount of the Fixed Price Allocated to the Contractor Guaranteed Services
CHANGE TO CONTRACT AMOUNT (see attached back-up):			
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 attached tabl	\$ 23,175,835		
Updated amount	\$ 145,833,861	\$ 11,852,156.00	\$ 133,981,705.42
Amount of this "Cost plus fee" change order request	\$ 66,001		
New amount with this change order request	\$ 145,899,863	\$ 11,852,156.00	\$ 134,047,706.61

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: 4 Quarters

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, Vice President, Tetra Tech, Inc.

Date:

23-Jun-15

Approved by:

Carson Reclamation Authority

Date:

Change Order Request BSB CPF COR-206 Quarterly soil gas monitoring for 4 quarters.					
Task-1 Quarterly soil gas monitoring.			ESTIMATE		
Items	Rate/units	Units	Estimated Units	Estimated Amount	Comments
Labor					
1 Program Manager-2	\$ 239.64	hrs	1.0	239.64	Review report
2 Technician-3	\$ 66.58	hrs	20.0	1,331.60	Soil gas sampler in field
3 Technician-3	\$ 64.83	hrs	20.0	1,296.60	Soil gas sampler in field
4 Scientist V	\$ 96.57	hrs	4.0	386.28	QA and lab issues
5 Env Engineer IV	\$ 104.83	hrs	18.0	1,886.94	Report Preparation
6 Civil Engineer V	\$ 161.27	hrs	3.0	483.81	Report QA and Stamp
7 Health & Safety officer	\$ 84.82	hrs	3.0	254.46	Oversight
8 Document Control	\$ 37.84	hrs	4.0	151.36	Report Production
TOTAL DIRECT LABOR COSTS			73.0	\$ 6,030.69	
SUBCONTRACTORS					
1) Laboratory	\$ 6,500.00	ls	1.0	6,500.00	per quarter
Fee @ 0%				-	
TOTAL SUBCONTRACTORS				\$ 6,500.00	
OTHER DIRECT COSTS					
1 Site Transportation (Truck)	\$ 80	day	2.00	160.00	per quarter
2 Computer usage	\$ 1.75	hrs	73.0	127.75	
Subtotal Other Direct Costs				\$ 287.75	
G&A @ 14.13%				40.66	
TOTAL OTHER DIRECT COSTS				\$ 328.41	
SUB-TOTAL CHANGE ORDER				\$ 12,859.10	
Fee @ 5%				\$ 642.95	
TASK-1 TOTAL PER QUARTER				\$ 13,502.05	
TASK-2 TOTAL PER QUARTER				\$ 2,998.24	
TOTAL OF TASK-1 AND TASK-2 FOR ONE QUARTER				\$ 16,500.30	

Change Order Request BSB CPFCOR-206 Quarterly soil gas monitoring for 4 quarters.

Task-2 Task Management for Quarterly soil gas monitoring.						
Items	Rate/units	Units	ESTIMATE			
			Estimated Units	Estimated Amount	Comments	
Labor						
1 Program Manager-2	\$ 239.64	hrs	4.0	958.56	Coordination with client and review of change order	
2 Contracts/Business Manager	\$ 162.84	hrs	6.0	977.04	Business/finance support	
3 Financial Analyst	\$ 65.44	hrs	4.0	261.76	Invoicing support	
4 Project controls engineer	\$ 155.54	hrs	4.0	622.16	Change order preparation and tracking	
TOTAL DIRECT LABOR COSTS			18.0	\$ 2,819.52		
SUBCONTRACTORS						
TOTAL SUBCONTRACTORS						
OTHER DIRECT COSTS						
1 Computer usage	\$ 1.75	hrs	18.0	31.50		
Subtotal Other Direct Costs				\$ 31.50		
G&A @ 14.13%				4.45		
TOTAL OTHER DIRECT COSTS				\$ 35.95		
SUB-TOTAL CHANGE ORDER				\$ 2,855.47		
Fee @ 5%				\$ 142.77		
TOTAL TASK-2 AMOUNT PER QUARTER				\$ 2,998.24		



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

CHANGE ORDER REQUEST: BSB CPF COR-209

Request Date: 23-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: John Raymond, Director

Change Order Overview:

Due to the further extension of the project schedule, a change order to reimburse Tetra Tech for continued implementation, maintenance and management of SWPPP is required. This change order request BSB CPF COR-209 covers 12 month commencing 04-01-2015, and is necessary to comply with the State Resource Board permit requirements for a Risk Level-2 site. Tetra Tech's previous change order requests and payments for this work have been settled with the previous owner, Carson Marketplace. 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 04-01-2015, until a new development plan is finalized. A rough order of magnitude estimate for the period from 4-1-2015 to 3-31-2015 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. 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.

Authorization:

Tetra Tech requests written authorization to proceed with this change order by no later than June 10, 2015.

Client CO No.	Description	Change Order Amount	New Contract Value	Date of Approval
	Amount of the Fixed Price Allocated to the Contractor Guaranteed Services		\$ 106,704,813.00	12/31/2007
	Amount of the Fixed Price Allocated to the AIG EPP Services		\$ 11,852,156.00	12/31/2007
	Amendment 3 Funding Delay Interest Adjustment	\$ 4,101,058.00	\$ 122,658,027.00	6/3/2009
1	Demolition of Streets and Utilities	\$ 904,281.00	\$ 123,562,308.00	9/16/2008
2	Geotechnical Investigation for Lenard Depression	\$ 40,637.00	\$ 123,602,945.00	10/3/2008
3	SE Excavation	\$ 1,604,077.00	\$ 125,207,022.00	10/24/2008
4	EIR Addendum to address vibration levels from piles driving and DDC.	\$ 30,975.53	\$ 125,237,997.53	5/20/2009
5	Design Team Coordination	\$ 85,557.15	\$ 125,323,554.68	6/3/2009
6	Apartments	\$ 1,013,353.00	\$ 126,336,907.68	1/27/2010
7	Phased Construction planning	\$ 302,116.00	\$ 126,639,023.68	3/17/2010
8	Refuse relocation for Leonardo Depression.	\$ 459,717.00	\$ 127,098,740.68	5/18/2010
9	Rough Grading for Leonardo Depression.	\$ 180,726.00	\$ 127,279,466.68	5/18/2010
10	Design Team Coordination	\$ 41,113.21	\$ 127,320,579.89	6/8/2010
12	Site Perimeter monitoring (July 2010-December 2010)	\$ 383,972.00	\$ 127,704,551.89	8/16/2010
13	Construction Management for the Landfill Gas system	\$ 313,784.00	\$ 128,018,335.89	9/1/2010
14	SWPPP Retention Ponds	\$ 175,203.00	\$ 128,193,538.89	9/1/2010
15	Del Amo Gardens	\$ 239,174.00	\$ 128,432,712.89	9/1/2010
16	Procure Temporary liner	\$ 517,532.00	\$ 128,950,244.89	10/17/2010
17	SWPPP Preparation for Phasing Plan	\$ 331,718.00	\$ 129,281,962.89	11/3/2010
18	Monitoring for utility installation by others (7 months)	\$ 266,823.00	\$ 129,548,785.89	11/3/2010
19	Install Predevelopment Cap.	\$ 1,194,327.00	\$ 130,743,112.89	12/22/2010
20	DTSC Field services (7 month starting September 2010)	\$ 127,099.00	\$ 130,870,211.89	12/16/2010
21	Maintain SWPPP through 2010-2011 wet season.	\$ 376,789.00	\$ 131,247,000.89	12/16/2010
22	Identify depth of landfill refuse at the new CDS location and along line "D"	\$ 34,465.00	\$ 131,281,465.89	3/7/2011
23	Construction Management for the landfill cap system.	\$ 518,390.00	\$ 131,799,855.89	3/25/2011
24	Remaining Budget 2011 SWPPP Season	\$ 302,233.00	\$ 132,102,088.89	4/26/2011
25	Site Security and Maintenance for an additional 6 months	\$ 186,108.00	\$ 132,288,196.89	4/26/2011
26	Project Management for an Additional 6 months beginning July 2011.	\$ 347,415.00	\$ 132,635,611.89	4/26/2011
27	Project Management during Holding Phase (24 months beginning January 1, 2011)	\$ 1,117,333.00	\$ 133,752,944.89	10/14/2011
28	Site Perimeter Monitoring for 2011 and 2012 for 20 Months	\$ 973,813.00	\$ 134,726,757.89	9/19/2011
29	Monitoring during Utility Installation by Others	\$ 325,422.00	\$ 135,052,179.89	9/19/2011
30	CDS Unit unit along storm water line "D"	\$ 93,658.00	\$ 135,145,837.89	6/24/2011
31	Baseline risk assessment for phased construction	\$ 80,052.00	\$ 135,225,889.89	8/15/2011
32	Storm Drain Pipe Crushing	\$ 125,382.00	\$ 135,351,271.89	10/17/2011
33	SWPPP October - December 2011	\$ 648,184.00	\$ 135,999,455.89	11/8/2011
34	Onsite Office and Administration (Oct. 2011 - Feb. 2012)	\$ 128,078.00	\$ 136,127,533.89	12/8/2011
35	Modifications to LFGES for permit compliance	\$ 345,061.00	\$ 136,472,594.89	12/8/2011
36	Preliminary analysis of the proposed phased construction	\$ 50,000.00	\$ 136,522,594.89	1/11/2012
37	White surface treatment purchase BPS liner	\$ 30,465.00	\$ 136,553,059.89	3/2/2012
38	Evaluation of potential refuse reconsolidation in cell A2	\$ 29,696.00	\$ 136,582,755.89	3/19/2012
39	Provide interim extra cover of soil to meet the DTSC requirements.	\$ 311,726.00	\$ 136,894,481.89	4/2/2012
40	SWPPP from March 2012 through September 2012	\$ 377,254.00	\$ 137,271,735.89	4/19/2012
41	Evaluation of Phased development plan	\$ 474,840.00	\$ 137,746,575.89	7/25/2012
42	Inspection & repair of GW pipes damage/impacted by others while installing dry utilities	\$ 108,010.00	\$ 137,854,585.89	8/23/2012
43	Watering of the slopes along the perimeter	\$ 55,245.00	\$ 137,909,830.89	8/27/2012
44	Quarterly soil gas sampling	\$ 58,524.00	\$ 137,968,354.89	9/13/2012
45	Unspecified development related tasks	\$ 50,000.00	\$ 138,018,354.89	9/13/2012
46	Project Management from 1 Oct 2012 through 31 Jan 2013.	\$ 786,961.00	\$ 138,805,315.89	10/16/2012
47	SWPPP from 1 Oct 2012 through 31 Jan 2013	\$ 1,102,518.00	\$ 139,907,833.89	10/16/2012
48	Soil stockpile planning	\$ 386,121.00	\$ 140,293,954.89	10/16/2012
49	Predevelopment landfill gas collection and conveyance system	\$ 1,612,426.00	\$ 141,906,380.89	10/16/2012
50	Site Perimeter Monitoring for Nov 2012 for 4 Months	\$ 232,384.00	\$ 142,138,764.89	12/27/2012
51	Project Management for an additional 2 to 3 months (Stipulated settlement)	\$ 300,000.00	\$ 142,438,764.89	5/29/2013
52	Third party QC for DTSC for upto 2 months.	\$ 24,972.00	\$ 142,463,736.89	4/1/2013
53	Perimeter Monitoring for additional 2 months (mid April 2013)	\$ 120,000.00	\$ 142,583,736.89	5/8/2013
54	CM for Landfill gas system (Stipulated settlement)	\$ 382,187.20	\$ 142,965,924.09	5/29/2013
55	CM for Landfill cap system (Stipulated settlement)	\$ 448,016.00	\$ 143,413,940.09	5/29/2013
56	Extended CM costs not Covered by the Settlement	\$ 40,248.00	\$ 143,454,188.09	7/25/2013
57	Perimeter Monitoring for 6 Months through Dec 31, 2013.	\$ 326,928.64	\$ 143,781,116.73	8/22/2013

58	Water Perimeter Slopes for 4 Months through Sep 2013.	\$ 77,139.33	\$ 143,858,256.06	8/22/2013
59	Project Management May 14 to July 5, 2013	\$ 205,898.95	\$ 144,064,155.01	8/22/2013
60	Vector Control for initial 3 Month period	\$ 83,083.14	\$ 144,147,238.15	8/22/2013
61	Maintain Storage Yard	\$ 53,632.90	\$ 144,200,871.05	8/22/2013
62	Project Management from July 8, 2013 through Sep 30, 2013	\$ 254,250.00	\$ 144,455,121.05	10/17/2013
63	Project Management through Oct 01, 2013 through Dec 31, 2013	\$ 254,247.00	\$ 144,709,368.05	1/9/2014
65	Third party QC for DTSC through Dec 2013	\$ 58,914.91	\$ 144,768,282.96	11/27/2013
66	Top of refuse exploration & mapping for Cell A2	\$ 46,618.58	\$ 144,814,901.54	11/27/2013
67	Quarterly soil gas monitoring for two quarters	\$ 31,722.30	\$ 144,846,623.84	11/27/2013
69	Third party QC for DTSC from Jan 01, 2014 through June 30, 2014	\$ 48,435.00	\$ 144,895,058.84	2/21/2014
74	Third party QC for DTSC from Jul 01, 2014 through Dec 31, 2014	\$ 51,251.00	\$ 144,946,309.84	6/24/2014
75	Vector Control for additional 3 Month period	\$ 55,763.14	\$ 145,002,072.98	6/24/2014
76	Site security and site maintenance	\$ 339,271.00	\$ 145,341,343.98	7/30/2014
77	Maintenance of the storage yard	\$ 48,614.00	\$ 145,389,957.98	7/30/2014
78	Quarterly soil gas monitoring for quarter 3 & 4 of 2014.	\$ 35,800.00	\$ 145,425,757.98	9/4/2014
79	Correct sewer line blockage	9143.04	\$ 145,434,901.02	10/7/2014
81	SWPPP for 8 weeks	\$ 281,979.58	\$ 145,716,880.60	12/15/2014
82	Implementation plan & cost estimate for LFG startup in A3&A5	\$ 42,133.00	\$ 145,759,013.60	3/17/2015
83	Redesign LFG collection system in cell A3 and A5	\$ 54,042.00	\$ 145,813,055.60	3/23/2015
84	Weed abatement at the 11 acre site north of Del Amo Blvd.	\$ 20,806.82	\$ 145,833,862.42	5/6/2015
	Total of Approved change orders	\$ 23,175,835.42		



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

CHANGE ORDER REQUEST: BSB CPFCOR-209

Request Date: 23-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: John Raymond, Director

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 continued implementation, maintenance and management of SWPPP is required. This change order request BSB CPFCOR-209 covers 12 month commencing 04-01-2015, and is necessary to comply with the State Resource Board permit requirements for a Risk Level-2 site. Tetra Tech's previous change order requests and payments for this work have been settled with the previous owner, Carson Marketplace. 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 04-01-2015, until a new development plan is finalized. A rough order of magnitude estimate for the period from 4-1-2015 to 3-31-2015 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. 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:

See attached Scope of Work for implementing the SWPPP at the Boulevards of South Bay project site.

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

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 attached) \$ 23,175,835			
Updated amount	\$ 145,833,861	\$ 11,852,156.00	\$ 133,981,705.42
Amount of this "Cost plus fee" change order \$ 865,283			
New amount with this change order	\$ 146,699,145	\$ 11,852,156.00	\$ 134,846,988.78

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: 12 months.

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, Vice President, Tetra Tech, Inc.

Date:

23-Jun-15

Approved by:

Carson Reclamation Authority

Date:

Cost Estimate for Portion of COR-209 Scope for SWPPP from April-June 2015 - Wet Season (Part -1 of 4 COR 209)

April 1, 2015 - June 30, 2015

		ESTIMATE				
	Items	Rate/units	Units	Estimated Units	Estimated Amount	Comments
1)	Modify drainage grades around LOC to avoid ponding around and under foundation and slope washouts					Modify SWPPP Map -Identify new drainage at LOC
	<u>Labor</u>					
	Engineering / QSD	\$ 161.27	hrs.	16	\$ 2,580.32	Coordination drainage at LOC and review of map
	Cadd Designer	\$ 111.00	hrs.	16	\$ 1,776.00	revise map with new drainage control at LOC
	Quantity estimate	\$ 155.54	hrs.	4	\$ 622.16	Material takeoff support
	Subtotal			36	\$ 4,978.48	
2)	Grade to drain LOC area -Fill in low areas in Area 3.2					Need to grade 2-areas for ponding/drainage control - LOC area needs drainage away from building foundation
	<u>Mat 'I</u>	\$ -	cy	2000	\$ -	fill material for Area 3.2 and grade base material over liner and in LOC area
	Seed	\$ 1.09	lbs.	1000	\$ 1,090.00	rate 300lbs/ac for remaining area around LOC
	<u>Labor</u>	\$ 66.08	hrs.	80	\$ 5,286.40	2-man crew for 1-weeks
	operator	\$ 88.02	hrs.	40	\$ 3,520.80	dump truck /loader/water truck
	<u>Equip</u>	\$ 3,000.00	wk	1	\$ 3,000.00	Load and spread fill
	skip w/gannon box	\$ 230.00	days	2	\$ 460.00	final grading in area of fill
	Dump Truck	\$ 1,500.00	wk	1	\$ 1,500.00	Need to stage material
	Subtotal				\$ 14,857.20	
4)	Repair and replace secondary containment controls					Need to replace aging sandbags and wattles
	<u>Mat 'I</u>	\$ 1.89	ea.	500	\$ 945.00	4-bags per LF along perimeter of containment area
	concrete	\$ 95.00	cy	9	\$ 855.00	Concrete containment for equipment fuel tank/LA
	<u>Labor</u>	\$ 66.08	hrs.	120	\$ 7,929.60	Fire Department
	operator	\$ 86.22	hrs.	8	\$ 689.76	5-man crew for 3-days
	water truck	\$ 425.00	days	1	\$ 425.00	need to keep dust control and dampen fresh concrete
	Subtotal				\$ 10,844.36	

5)	REAP, Post storm event cleanup- LID- Basin management -standing water on LF												Post storm maintenance-Need to pump stormwater into and out of SWPPP ponds/basins and off landfill areas
<u>Labor</u>	Labor	\$ 66.08	hrs.	120				\$					3-man crew for 1-weeks/ rain event-for 1 rain events equipment needed to fill in low spots and clean out swales for wet season sediments
	operator	\$ 86.22	hrs.	40				\$					equipment needed for pot hole repair to access roads
<u>Equip</u>	Loader	\$ 3,000.00	wk	1				\$					rain-for rent equipment (return in April)
	4" pump rental	\$ 1,300.00	mo.	1				\$					rain-for rent equipment (return in April)
	6"pump rental	\$ 1,800.00	mo.	1				\$					500lf of 3"-4" hoses
	suction and discharge hose	\$ 1,000.00	mo.	1				\$					Trash pumps w/ hoses to dewater ponding areas over landfill
	small Trash pumps-2"	\$ 800.00	mo.	2				\$					
	Subtotal							\$					20,078.40
6)	Site access and off site tracking control												Need to keep site clean after rain events- assume 2 rain events
	Street sweeping	\$ 360.00	half-day	12				\$					1/2 day per week
<u>Labor</u>	Labor	\$ 66.08	hrs.	40				\$					access road cleaning and tire washing/decon before leaving site after one rain event and during muddy conditions
	labor	\$ 66.08	hrs.	130				\$					Good House Keeping, weekly BMP maintenance, trash pickup offsite and sidewalk sweeping 2-man crew 5hr/week
	operator	\$ 86.22	hrs.	8				\$					water truck washdown
<u>Equip</u>	water truck	\$ 425.00	days	1				\$					washdown asphalt on site
	Subtotal							\$					16,668.36
7)	QSP/Construction Management												Support 3-months of SWPPP
<u>Labor</u>	Labor												
	QSP/Construction Management	\$ 161.27	hrs.	200				\$					Site inspections, reviews and BMP evaluations
	Field Monitor	\$ 60.37	hrs.	20				\$					Field monitoring crew coordination and sampling support
	Subtotal							\$					33,461.40
8)	Task Management												Support 2-months of construction
<u>Labor</u>	Labor												
	PM reviews	\$ 239.64	hrs.	8				\$					Coordination or work and budget management
	Contracts	\$ 162.84	hrs.	12				\$					subcontracts , Material purchase invoice and budget support
	Accounting	\$ 65.44	hrs.	8				\$					Develop budget request, monitor budget, costs, subcontractor invoice review and process.
	Project controls engineer	\$ 155.54	hrs.	40				\$					

Cost Estimate for Portion of COR-209 Scope for SWPPP from July-September 2015 - Dry Season (part-2 of 4 COR-209)

Jul 1, 2015 - Sep 30, 2015

		ESTIMATE				
	Items	Rate/units	Units	Estimated Units	Estimated Amount	Comments
1)	ANNUAL REPORT FOR THE 2014/2015 SEASON					
<u>Labor</u>						
	Engineering / QSD/QSP	\$ 161.27	hrs.	40	\$ 6,450.80	Summarize SWPPP, report to WB via SMARTS, review of map for next year update
	Word - document editor	\$ 111.00	hrs.	16	\$ 1,776.00	Update site SWPPP- file document report
	quality review and document control	\$ 155.54	hrs.	8	\$ 1,244.32	SWPPP record documents to be stored for three years
	Subtotal			64	\$ 9,471.12	
2)	Replace Old BMP Controls					
<u>Mat '1</u>						
	Sandbags	\$ 1.89	ea.	800	\$ 1,512.00	Need to replace aging sandbags and wattles
<u>Labor</u>						
	Labor	\$ 66.08	hrs.	48	\$ 3,171.84	1-bags per LF along Del Amo 3-man crew for 2-days
<u>Equip</u>						
	forklift	\$ 360.00	days	1	\$ 360.00	need to unload and stage material
	Subtotal				\$ 5,043.84	
3)	SiteGood house Keeping and off site tracking control					
	Street sweeping	\$ 360.00	half-day	12	\$ 4,320.00	Need to keep site clean and maintain BMP
<u>Labor</u>						
	Labor	\$ 66.08	hrs.	4	\$ 264.32	1/2 day per week access road cleaning and tire washing/decon before equipment leaves the site
	labor	\$ 66.08	hrs.	96	\$ 6,343.68	Good House Keeping, weekly BMP maintenance, trash pickup offsite and sidewalk sweeping 2-man crew 4hr/week
	operator	\$ 86.22	hrs.	4	\$ 344.88	water truck washdown
<u>Equip</u>						
	water truck	\$ 425.00	days	1	\$ 425.00	washdown asphalt on site
	Subtotal				\$ 11,697.88	
4)	QSP/Construction Management					
<u>Labor</u>						
	QSP/Construction Management	\$ 161.27	hrs.	160	\$ 25,803.20	Support 3-months of SWPPP Site inspections, reports, Water Board reviews and BMP evaluations

Field Monitor				8	\$	482.96	Field monitoring crew, coordination support
	Subtotal			168	\$	26,286.16	
5) Task Management							
Labor							
PM reviews		hrs.		4	\$	958.56	Support 3-months
Contracts		hrs.		8	\$	1,302.72	Coordination or work and budget management
Accounting		hrs.		4	\$	261.76	subcontracts, Material purchase invoice and budget support
Project controls engineer		hrs.		40	\$	6,221.60	Develop budget request, monitor budget, costs, subcontractor invoice review and process.
	Subtotal			56	\$	8,744.64	
	SUBTOTAL FOR ALL ABOVE TASKS				\$	61,243.64	
OTHER DIRECT COSTS							
1 Site Transportation (Mule-2)		mon		0.50	\$	300.00	August
2 Site Transportation (Truck)-216		mon		3.00	\$	3,600.00	July, August and September-QSP inspections
3 SWPPP Monitoring Equipment		mon		0.00	\$	-	assume no sampling required
4 Heavy equipment fuel		gal		50.00	\$	212.50	Diesel fuel
5 misc and small hand equipment		mo		1.00	\$	400.00	Gas Fuel, pump repair, shovels, small hoses, and fittings
6 Computer and IT support		hrs.		288.00	\$	504.00	
	Subtotal Other Direct Costs				\$	5,016.50	
	G&A @				\$	708.83	
	SUBTOTAL OTHER DIRECT COSTS				\$	5,725.33	
	SUBTOTAL TASK W/O FEE				\$	66,968.97	
	Fee @		5%		\$	3,348.45	
	TOTAL AMOUNT FOR NEAR-TERM SWPPP WORK				\$	70,317.42	

Cost Estimate for Portion of COR-209, Scope for SWPPP for the Oct-Dec 2015 Rainy Season (Part -3 of 4 COR 209)

Oct 1, 2015 -Dec 31, 2015

		ESTIMATE				
	Items	Rate/units	Units	Estimated Units	Estimated Amount	Comments
1)	REVISION TO SWPPP FOR THE 2015/2016 SEASON					Modify SWPPP, Site Map -Identify new drainage at LOC
	Labor					
	Engineering / QSD/QSP	\$ 161.27	hrs.	80.0	\$6,440.40	Resived SWPPP, report to WB via SMARTS, review of construction work for next year update
	Cadd	\$ 111.00	hrs	24.0	\$6,440.40	Update site Map
	Word - document editor	\$ 104.83	hrs.	16.0	\$1,784.48	Update site SWPPP- file document report
	quality review and document control	\$ 155.54	hrs.	16.0	\$1,256.00	review SWPPP update record documents
	Subtotal			136.0	\$15,921.28	
2)	Upgrade access road to LOC and office					Need to upgrade access roads for security, emergency service, inspection and monitoring
	Mat '1	\$ 15.00	lf	80	\$ 1,200.00	4-20' road crossing
	CMB & 3/4"material	\$ 10.00	cy	1000	\$ 10,000.00	Material on site from crushing- paid under separate contract
	Sandbags	\$ 1.89	ea.	200	\$ 378.00	rate 50/culvert crossing
	Labor	\$ 66.08	hrs.	120	\$ 7,929.60	3-man crew for 1-weeks
	operator	\$ 86.22	hrs.	40	\$ 3,448.80	Water truck/dump truck /forklift
	operator	\$ 88.02	hrs.	40	\$ 3,520.80	Excavator/skip loader w/ Gannon box -grading
	Water Truck	\$ 1,635.00	wk	1	\$ 1,635.00	Compaction and dust control support
	Loader	\$ 3,000.00	wk	1	\$ 3,000.00	Loading of material in stockpile
	Dump truck	\$ 1,500.00	wk	1	\$ 1,500.00	Transport stockpile material to road work area
	skip w/gannon box	\$ 1,200.00	wk	1	\$ 1,200.00	finish grade base material- CMB and 3/4 rock paid under separate contract.
	Subtotal				\$ 33,812.20	
3)	Replace aging sandbags, silt fence and wattales					Post storm maintenance-Need to pump stormwater into and out of SWPPP ponds/basins and off landfill areas
	Mat '1	\$ 1.89	ea.	10000	\$ 18,900.00	replace 5000fl of perimeter sandbags - 2/ft
	wattle replacement	\$ 1.50	ea.	5000	\$ 7,500.00	wattles in area-5 and along berm placement-
	silt fence placement	\$ 1.50	ea.	5000	\$ 7,500.00	Replacement/repair along the toe of perimeter slope and stockpile areas

	Sandbags for emergency usage	\$	1.89	ea.	1600	\$	3,024.00	emergency BMP berm placement- 2 assumed rain events w/ extra protection at discharge points
	HDPE discharge pipe	\$	1.00	ft.	200	\$	200.00	hard line discharge pipe from A-1 to Lenardo Basin
Labor	operator	\$	66.08	hrs.	1200	\$	79,296.00	3-man crew for 2-months/ rain event-for 5 rain events
	operator	\$	88.02	hrs.	120	\$	10,562.40	equipment needed to fill in low spots and grade swales to drain
Equip	loader	\$	3,000.00	wk	3	\$	9,000.00	equipment needs for grading to drain
	4" pump rental	\$	1,300.00	mo.	3	\$	3,900.00	rain-for rent equipment(rent for season)
	6"pump rental	\$	1,800.00	mo.	3	\$	5,400.00	rain-for rent equipment(rent for season)
	suction and discharge hose	\$	1,000.00	mo.	3	\$	3,000.00	500lf of 3"-4" hoses
	small Trash pumps-2"	\$	800.00	mo.	3	\$	2,400.00	Trash pumps w/ hoses to dewater ponding areas over landfill
	Subtotal					\$	150,682.40	
4)	Grading areas to drain in A-3 and A-5, fill in low settlement/ponding							Need to upgrade drainage controls to avoid ponding on landfill areas
Mat '1	6"-8" road culvert	\$	15.00	lf	80	\$	1,200.00	4-20' road crossing
	CMB or fines fill material	\$	10.00	cy	1200	\$	12,000.00	Material on site from crushing- paid under separate contract
	Sandbags	\$	1.89	ea.	200	\$	378.00	rate 50/culvert crossing
Labor	operator	\$	66.08	hrs.	240	\$	15,859.20	3-man crew for 2-weeks for grading swales/ditches
	operator	\$	86.22	hrs.	80	\$	6,897.60	Water truck/dump truck
	operator	\$	88.02	hrs.	80	\$	7,041.60	Excavator/skip loader w/ Gannon box/Grader
Equip	Water Truck	\$	1,635.00	wk	3	\$	4,905.00	Compaction and dust control support
	Loader	\$	7,800.00	mo	1	\$	7,800.00	Loading of material in stockpile
	Dump truck	\$	3,000.00	mo	1	\$	3,000.00	Transport stockpile material to fill work area
	skip w/gannon box	\$	1,200.00	wk	2	\$	2,400.00	finish grade base material- fill area- drainage swales.
	Motor Grader	\$	2,400.00	wk	1	\$	2,400.00	finish grading roads with 3% cross fall-swale grades @ 0.05%
	Subtotal					\$	63,881.40	
5)	Site access and off site tracking control							Need to keep site clean after rain events- assume 2 rain events
	Street sweeping	\$	360.00	half-day	12	\$	4,320.00	1 day per week
Labor	operator	\$	66.08	hrs.	120	\$	7,929.60	access road cleaning and tire washing/decon before leaving site after rain events and during muddy conditions
	labor	\$	66.08	hrs.	120	\$	7,929.60	Good House Keeping, weekly BMP maintenance, trash pickup offsite and sidewalk sweeping 2-man crew 5hr/week
	operator	\$	86.22	hrs.	32	\$	2,759.04	water truck washdown

Equip	water truck					6	\$	2,550.00	washdown asphalt on site
	Subtotal						\$	25,488.24	
6)	QSP/Construction Management								Support 2-months of construction
Labor									
	QSP/Construction Management			hrs.		360	\$	58,057.20	Site inspections, Construction manag, reviews and BMP evaluations
	Field Monitor			hrs.		128	\$	7,727.36	Field monitoring crew coordination and sampling support
	Subtotal					488	\$	65,784.56	
7)	Task Management								Support 2-months of construction
Labor									
	PM reviews			hrs.		20	\$	4,792.80	Coordination or work and budget management
	Contracts			hrs.		32	\$	5,210.88	subcontracts , Material purchase
	Accounting			hrs.		16	\$	1,047.04	invoice and budget support
	Project controls engineer			hrs.		84	\$	13,065.36	Develop budget request, monitor budget, costs, subcontractor invoice review and process.
	Subtotal					152	\$	24,116.08	
	SUBTOTAL FOR ALL ABOVE TASKS						\$	379,686.16	
	OTHER DIRECT COSTS								
1	Site Transportation (Mule-2)			mon		3.00	\$	1,800.00	
2	Site Transportation (Truck)-216			mon		3.00	\$	3,600.00	
3	SWPPP Monitoring Equipment			mon		3.00	\$	1,500.00	pH instrumentation , Sampling Bottles, Turbidity meters
4	Heavy equipment fuel			gal		1400.00	\$	5,950.00	Diesel fuel
5	misc and small hand equipment			mo		3.00	\$	1,200.00	Gas Fuel, pump repair, shovels,small hoses,and fittings
6	Computer and IT support			hrs.		776.00	\$	1,358.00	
	Subtotal Other Direct Costs						\$	15,408.00	
	G&A @						\$	2,177.15	
	SUBTOTAL OTHER DIRECT COSTS						\$	17,585.15	
	SUBTOTAL TASK W/O FEE						\$	397,271.31	
	Fee @						\$	19,863.57	5%
	TOTAL AMOUNT FOR NEAR-TERM SWPPP WORK						\$	417,134.88	

Scope of Work for COR 98 SWPPP for 2015/2016 Year

The Boulevards at South Bay (BSB) Parcel currently has two active construction storm water permits (WDID 4 19C34993 for 157 acres of landfill south of Del Amo Boulevard and WDID 4 19C359378 for 13 acres undeveloped North of Del Amo Boulevard). The permits (Construction General Permit per NDPEs permit No. CAS000002 Order No. 2009-0009-DWQ, amendment 2010-0014 DWQ) requires a Storm Water Pollution Prevention Plan (SWPPP) to be maintained and implemented at all times on the BSB Site.

The BSB Site as a Risk Level-2 Site and must have construction oversight for the BMP's, site inspections, reporting and implementation of the SWPPP yearlong by a Qualified SWPPP Practitioner (QSP). The SWPPP and inspection files must be maintained at the site at all times for the Water Board and/or County inspector's review and provide an annual summary reported on the Water Board electric filing system (SMARTS).

This scope outline will meet the remaining 2015/2016 requirements of the above NDPEs permits for maintaining the Site's SWPPP with a QSP oversight as follows:

Task-1 will implement the Site's SWPPP for this year's reporting period remaining wet months of April, May and June, along with the QSP oversight for the Site required inspection and reporting of the SWPPP. It is assumed two rain events requiring pumping for post storm event maintenance and sampling for offsite discharge will be needed. In addition the maintenance of the Old Stamps road to the LOC will be provide for site security access during the night and maintenance access. Grading to drain ponding areas around the LOC was noted in the January 2015 inspections. Storm water ponding was against and under the foundation of the Ground Water building, with roof top drainage over a non-vegetative slope which was causing washouts. Drainage control improvements and additional approved engineering fill material will be needed for the interim, until final pavement design and sub-drain connections is provided. Site inspection by the LA County Fire Department during the first quarter of the year requested upgrades to the secondary fuel containment system, which didn't meet the Fire Department approval. The secondary containment systems for equipment fueling will be upgraded during this period.

Task-2 will implement the SWPPP for the dry season from July to September. Replacement of damage BMPs and any implementation for corrective action by agencies of the required BMP's to the SWPPP will also be completed during these months. This task will complete the annual report and reporting to the Water Board for the 2014/2015 reporting period. The task will also focus on maintaining good housekeeping, and dust control during these dry months.

Task-3 will develop and implement an updated 2015/2016 SWPPP during the beginning of the new wet season from October to December. The SWPPP site map for the Water Board will be revised to accommodate new site conditions and proposed work for the upcoming months. Five rain events are anticipated during this period. It will be anticipated the new BMP's to be deployed such as sand bags, silt fences, straw wattles, and storm water pumps will be similar to past site protection requirements. QSD/QSP oversight for the Site required inspections and reporting of the SWPPP will be provided.

Task-4 will implement the SWPPP for the Wet season in 2016 from January to March. Five rain events action plans "REAP" are anticipated during this period. Replacement of damage BMPs and any implementation for corrective action by agencies of the required BMP's to the SWPPP will also be completed during these months. This task will complete the Quarterly Wet season report and reporting to the Water Board for the 2015/2016 reporting period. The task will also focus on maintaining storm water basin storage control, good housekeeping, and dust control during these dry months.



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

CHANGE ORDER REQUEST: BSB CPFCOR-210

Request Date: 13-Jul-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: John S Raymond, Director

Change Order Overview:

Due to the further extension of the project schedule and the project being on hold with less activity, the site has been vulnerable to vandalism. The site was vandalized first on 11-3-14 and again on 11-17-14. Copper pipe and copper electrical cables from both the ground water and the landfill gas treatment systems at the Operation Centers were stolen, resulting in facility damages, material losses and schedule delays. In an e-mail on 06/04/15, the previous owner, Carson Marketplace (CM), was informed of the vandalism. In further discussions with CM it was agreed that Tetra Tech would file an insurance claim under our builder's risk policy and any amount denied by the insurance claim would be paid by Carson Marketplace. Tetra Tech has submitted this insurance claim and successfully negotiated it with the underwriters, and been paid for the repairs with the exception of the \$10k insurance deductible. This Change Order Request BSB CPFCOR-210 is to reimburse Tetra Tech for the cost of the insurance deductible. Tetra Tech is hereby submitting this change order request which is part of the overall approved 12 month holding period budget approved in the * May 2015 Letter Agreement with the CRA.

Authorization:

Tetra Tech requests written authorization to proceed with this change order by no later than June 12, 2015

Client CO No.	Description	Change Order Amount	New Contract Value	Date of Approval
	Amount of the Fixed Price Allocated to the Contractor Guaranteed Services		\$ 106,704,813.00	12/31/2007
	Amount of the Fixed Price Allocated to the AIG EPP Services		\$ 11,852,156.00	12/31/2007
	Amendment 3 Funding Delay Interest Adjustment	\$ 4,101,058.00	\$ 122,658,027.00	6/3/2009
1	Demolition of Streets and Utilities	\$ 904,281.00	\$ 123,562,308.00	9/16/2008
2	Geotechnical Investigation for Lenard Depression	\$ 40,637.00	\$ 123,602,945.00	10/3/2008
3	SE Excavation	\$ 1,604,077.00	\$ 125,207,022.00	10/24/2008
4	EIR Addendum to address vibration levels from piles driving and DDC.	\$ 30,975.53	\$ 125,237,997.53	5/20/2009
5	Design Team Coordination	\$ 85,557.15	\$ 125,323,554.68	6/3/2009
6	Apartments	\$ 1,013,353.00	\$ 126,336,907.68	1/27/2010
7	Phased Construction planning.	\$ 302,116.00	\$ 126,639,023.68	3/17/2010
8	Refuse relocation for Leonardo Depression.	\$ 459,717.00	\$ 127,098,740.68	5/18/2010
9	Rough Grading for Leonardo Depression.	\$ 180,726.00	\$ 127,279,466.68	5/18/2010
10	Design Team Coordination	\$ 41,113.21	\$ 127,320,579.89	6/8/2010
12	Site Perimeter monitoring (July 2010-December 2010)	\$ 383,972.00	\$ 127,704,551.89	8/16/2010
13	Construction Management for the Landfill Gas system	\$ 313,784.00	\$ 128,018,335.89	9/1/2010
14	SWPPP Retention Ponds	\$ 175,203.00	\$ 128,193,538.89	9/1/2010
15	Del Amo Gardens	\$ 239,174.00	\$ 128,432,712.89	9/1/2010
16	Procure Temporary liner	\$ 517,532.00	\$ 128,950,244.89	10/17/2010
17	SWPPP Preparation for Phasing Plan	\$ 331,718.00	\$ 129,281,962.89	11/3/2010
18	Monitoring for utility installation by others (7 months)	\$ 266,823.00	\$ 129,548,785.89	11/3/2010
19	Install Predevelopment Cap.	\$ 1,194,327.00	\$ 130,743,112.89	12/22/2010
20	DTSC Field services (7 month starting September 2010)	\$ 127,099.00	\$ 130,870,211.89	12/16/2010
21	Maintain SWPPP through 2010-2011 wet season.	\$ 376,789.00	\$ 131,247,000.89	12/16/2010
22	Identify depth of landfill refuse at the new CDS location and along line "D"	\$ 34,465.00	\$ 131,281,465.89	3/7/2011
23	Construction Management for the landfill cap system.	\$ 518,390.00	\$ 131,799,855.89	3/25/2011
24	Remaining Budget 2011 SWPPP Season	\$ 302,233.00	\$ 132,102,088.89	4/26/2011
25	Site Security and Maintenance for an additional 6 months	\$ 186,108.00	\$ 132,288,196.89	4/26/2011
26	Project Management for an Additional 6 months beginning July 2011.	\$ 347,415.00	\$ 132,635,611.89	4/26/2011
27	Project Management during Holding Phase (24 months beginning January 1, 2011)	\$ 1,117,333.00	\$ 133,752,944.89	10/14/2011
28	Site Perimeter Monitoring for 2011 and 2012 for 20 Months	\$ 973,813.00	\$ 134,726,757.89	9/19/2011
29	Monitoring during Utility Installation by Others	\$ 325,422.00	\$ 135,052,179.89	9/19/2011
30	CDS Unit unit along storm water line "D"	\$ 93,658.00	\$ 135,145,837.89	6/24/2011
31	Baseline risk assessment for phased construction	\$ 80,052.00	\$ 135,225,889.89	8/15/2011
32	Storm Drain Pipe Crushing	\$ 125,382.00	\$ 135,351,271.89	10/17/2011
33	SWPPP October - December 2011	\$ 648,184.00	\$ 135,999,455.89	11/8/2011
34	Onsite Office and Administration (Oct. 2011 - Feb. 2012)	\$ 128,078.00	\$ 136,127,533.89	12/8/2011
35	Modifications to LFGES for permit compliance	\$ 345,061.00	\$ 136,472,594.89	12/8/2011
36	Preliminary analysis of the proposed phased construction	\$ 50,000.00	\$ 136,522,594.89	1/11/2012
37	White surface treatment purchase BPS liner	\$ 30,465.00	\$ 136,553,059.89	3/2/2012
38	Evaluation of potential refuse reconsolidation in cell A2	\$ 29,696.00	\$ 136,582,755.89	3/19/2012
39	Provide interim extra cover of soil to meet the DTSC requirements.	\$ 311,726.00	\$ 136,894,481.89	4/2/2012
40	SWPPP from March 2012 through September 2012	\$ 377,254.00	\$ 137,271,735.89	4/19/2012
41	Evaluation of Phased development plan	\$ 474,840.00	\$ 137,746,575.89	7/25/2012
42	Inspection & repair of GW pipes damage/impacted by others while installing dry utilities	\$ 108,010.00	\$ 137,854,585.89	8/23/2012
43	Watering of the slopes along the perimeter	\$ 55,245.00	\$ 137,909,830.89	8/27/2012
44	Quarterly soil gas sampling	\$ 58,524.00	\$ 137,968,354.89	9/13/2012
45	Unspecified development related tasks	\$ 50,000.00	\$ 138,018,354.89	9/13/2012
46	Project Management from 1 Oct 2012 through 31 Jan 2013.	\$ 786,961.00	\$ 138,805,315.89	10/16/2012
47	SWPPP from 1 Oct 2012 through 31 Jan 2013.	\$ 1,102,518.00	\$ 139,907,833.89	10/16/2012
48	Soil stockpile planning	\$ 386,121.00	\$ 140,293,954.89	10/16/2012
49	Predevelopment landfill gas collection and conveyance system	\$ 1,612,426.00	\$ 141,906,380.89	10/16/2012
50	Site Perimeter Monitoring from Nov 2012 for 4 Months	\$ 232,384.00	\$ 142,138,764.89	12/27/2012
51	Project Management for an additional 2 to 3 months (Stipulated settlement)	\$ 300,000.00	\$ 142,438,764.89	5/29/2013
52	Third party QC for DTSC for upto 2 months.	\$ 24,972.00	\$ 142,463,736.89	4/1/2013
53	Perimeter Monitoring for additional 2 months (mid April 2013)	\$ 120,000.00	\$ 142,583,736.89	5/8/2013
54	CM for Landfill gas system (Stipulated settlement)	\$ 382,187.20	\$ 142,965,924.09	5/29/2013
55	CM for Landfill cap system (Stipulated settlement)	\$ 448,016.00	\$ 143,413,940.09	5/29/2013
56	Extended CM costs not Covered by the Settlement	\$ 40,248.00	\$ 143,454,188.09	7/25/2013

57	Perimeter Monitoring for 6 Months through Dec 31, 2013	\$ 326,928.64	\$ 143,781,116.73	8/22/2013
58	Water Perimeter Slopes for 4 Months through Sep 2013.	\$ 77,139.33	\$ 143,858,256.06	8/22/2013
59	Project Management May 14 to July 5, 2013	\$ 205,898.95	\$ 144,064,155.01	8/22/2013
60	Vector Control for initial 3 Month period	\$ 83,083.14	\$ 144,147,238.15	8/22/2013
61	Maintain Storage Yard	\$ 53,632.90	\$ 144,200,871.05	8/22/2013
62	Project Management from July 8, 2013 through Sep 30, 2013	\$ 254,250.00	\$ 144,455,121.05	10/17/2013
63	Project Management through Oct 01, 2013 through Dec 31, 2013	\$ 254,247.00	\$ 144,709,368.05	1/9/2014
65	Third party QC for DTSC through Dec 2013	\$ 58,914.91	\$ 144,768,282.96	11/27/2013
66	Top of refuse exploration & mapping for Cell A2	\$ 46,618.58	\$ 144,814,901.54	11/27/2013
67	Quarterly soil gas monitoring for two quarters	\$ 31,722.30	\$ 144,846,623.84	11/27/2013
69	Third party QC for DTSC from Jan 01, 2014 through June 30, 2014	\$ 48,435.00	\$ 144,895,058.84	2/21/2014
74	Third party QC for DTSC from Jul 01, 2014 through Dec 31, 2014	\$ 51,251.00	\$ 144,946,309.84	6/24/2014
75	Vector Control for additional 3 Month period	\$ 55,763.14	\$ 145,002,072.98	6/24/2014
76	Site security and site maintenance	\$ 339,271.00	\$ 145,341,343.98	7/30/2014
77	Maintainence of the storage yard	\$ 48,614.00	\$ 145,389,957.98	7/30/2014
78	Quarterly soil gas monitoring for quarter 3 & 4 of 2014.	\$ 35,800.00	\$ 145,425,757.98	9/4/2014
79	Correct sewer line blockage	9143.04	\$ 145,434,901.02	10/7/2014
81	SWPPP for 8 weeks	\$ 281,979.58	\$ 145,716,880.60	12/15/2014
82	Implementation plan & cost estimate for LFG startup in A3&A5	\$ 42,133.00	\$ 145,759,013.60	3/17/2015
83	Redesign LFG collection system in cell A3 and A5	\$ 54,042.00	\$ 145,813,055.60	3/23/2015
84	Weed abatement at the 11 acre site north of Del Amo Blvd.	\$ 20,806.82	\$ 145,833,862.42	5/6/2015
	Total of Approved change orders	\$ 23,175,835.42		



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

CHANGE ORDER REQUEST: BSB CPF COR-210

Request Date: 13-Jul-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: John S Raymond, Director

Purpose and Description of this change order request:

Due to the further extension of the project schedule and the project being on hold with less activity, the site has been vulnerable to vandalism. The site was vandalized first on 11-3-14 and again on 11-17-14. Copper pipe and copper electrical cables from both the ground water and the landfill gas treatment systems at the Operation Centers were stolen, resulting in facility damages, material losses and schedule delays. In an e-mail on 06/04/15, the previous owner, Carson Marketplace (CM), was informed of the vandalism. In further discussions with CM it was agreed that Tetra Tech would file an insurance claim under our builder's risk policy and any amount denied by the insurance claim would be paid by Carson Marketplace. Tetra Tech has submitted this insurance claim and successfully negotiated it with the underwriters, and been paid for the repairs with the exception of the \$10k insurance deductible. This Change Order Request BSB CPF COR-210 is to reimburse Tetra Tech for the cost of the insurance deductible. Tetra Tech is hereby submitting this change order request which is part of the overall approved 12 month holding period budget approved in the * May 2015 Letter Agreement with the CRA.

Examples of Scope of Work included:

See attached Claim and settlement letter/canceled checks

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

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 attached) \$ 23,175,835			
Updated amount	\$ 145,833,861	\$ 11,852,156.00	\$ 133,981,705.42
Amount of this "Cost plus fee" change order \$ 10,001			
New amount with this change order	\$ 145,843,862	\$ 11,852,156.00	\$ 133,991,705.99

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: _____ **Date:** 13-Jul-15
 Javier Weckmann, Vice President, Tetra Tech, Inc.

Approved by: _____ **Date:** _____
 Carson Reclamation Authority

Change order request BSB CPFCOR-210 for break-in and related costs denied by the insurance claim

Task 1- Insurance claim balance amount

ESTIMATE					
Items	Rate/units	Units	Estimated Units	Estimated Amount	Comments
<u>Labor</u>					
1					
2					
TOTAL DIRECT LABOR COSTS			0	\$ -	
<u>SUBCONTRACTORS</u>					
1					
Continental Casualty Company					
Claim # E2 B79060					
Total claim amount \$168,095.98					
Amount settled by the claim \$158,095.41					
Difference in amount claimed by Tetra Tech Inc.				\$ 10,000.57	
TOTAL SUBCONTRACTORS				\$ 10,000.57	
<u>OTHER DIRECT COSTS</u>					
1					
2					
3					
4					
5					
Subtotal Other Direct Costs					
G&A @ 14.13%				-	
TOTAL OTHER DIRECT COSTS				\$ -	
SUB-TOTAL CHANGE ORDER				\$ 10,000.57	
Fee @				\$ -	
TOTAL AMOUNT				\$ 10,000.57	
SUB-TOTAL TASK 1 CHANGE ORDER AMOUNT				\$ 10,000.57	
TOTAL PROPOSED CHANGE ORDER AMOUNT				\$ 10,000.57	



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

CHANGE ORDER REQUEST: BSB CPFOR-211

Request Date: 23-Jun-2015
 Revised 0-Jan-00
 Revised

Project Boulevards at South Bay/NFL Stadium and Construction Environmental Assurance Agreement

Project T21868

Client: Carson Reclamation Authority, 701 E. Carson St., Carson, CA 90745

Client C John Raymond, Director

Change Order Overview:

The Carson Job Site (Site) is a inactive landfill and as such is subject to the requirements of the South Coast Air Quality Management District (SCAQMD) Rule 1150.1. Rule 1150.1 requires the owners and/or operators of active or inactive landfills to reduce volatile organic compound (VOC) emissions, methane emissions, and toxic air contaminant (TAC) emissions in order to prevent a public nuisance and possible adverse health impacts to surrounding neighbors. The rule establishes requirements based on whether the site has a landfill gas (LFG) collection and control system installed. The major requirements pursuant to Rule 1150.1 include: 1. Design and install a landfill gas collection and control system. This system must be constructed and operated under a SCAQMD permit. 2. Install subsurface refuse boundary sampling/monitoring probes. 3. Operate the landfill gas collection system to prevent concentration of Total Organic Compounds (TOC) from exceeding five percent (5%) by volume measured in the subsurface refuse boundary probes. An air sampling and monitoring program should be developed and implemented to ensure compliance with this requirement. 4. Operate the landfill gas collection system to prevent TOC levels from exceeding twenty five (25) parts per million by volume (PPMV) as determined by integrated samples collected on numbered 50,000 square foot landfill grid sections. An air sampling program should be developed and implemented to collect monthly samples to ensure compliance with this requirement. 5. Operate the landfill gas collection system to prevent TOC levels from exceeding 500 ppmv above background levels as determined by instantaneous monitoring at any location on the landfill. An air sampling program should be developed to monitor instantaneous TOC levels on the landfill surface every quarter to ensure compliance with this requirement. 6. Operate the landfill gas collection and control system to ensure there are no leaks of TOC that exceed 500 ppmv at any system component under positive pressure. An air monitoring program should be developed and implemented to regularly check system components for leakage. 7. Collect monthly ambient air samples for analysis to determine TOC and TAC levels at the property boundary. 8. Operate all wellheads so that the gauge pressure is under negative pressure. A monitoring program should be developed and implemented to record gauge pressure at all wellheads on a monthly basis. 9. Develop corrective actions for any exceedances determined from the implementation of the sampling and monitoring programs. Corrective actions may include, but not be limited to, gas collection or treatment system expansion, increase vacuum pressure at wellheads, adjustment to landfill cover, etc.

Rule 1150.1 allows alternatives to the compliance requirements, monitoring requirements, and test procedures in the event that a project cannot comply with all of the requirements of Rule 1150.1 as written or need to follow different procedures in order to comply with the requirements. To petition for acceptance of the alternatives to the Rule 1150.1 requirements, the owner or operator may develop an alternative compliance plan (ACP) and submit it to SCAQMD for approval. The key criterion for the ACP approval is that the ACP must provide equivalent levels of emission control and enforceability as would compliance with the Rule 1150.1 requirements.

The LFG collection system (wells and piping) at the Site is partially constructed. The LFG extraction and treatment system is fully constructed and is ready for final functional testing and can then be activated and operated. Because of the unknown and changing nature of the development plans for the Site the LFG collection system construction cannot be completed per the original designs. However, both SCAQMD and CAI-EPA Department of Toxic Substances Control (DTSC) have directed that the LFG collection and control system to be activated as soon as possible. Tetra Tech has met with SCAQMD and DTSC to discuss how the system activation can be conducted while still addressing the needs for flexibility to modify the existing system components and install remaining components in a phased manner as development plans are finalized. In order to accomplish this, an ACP will be prepared and submitted to SCAQMD for approval so that the LFG collection and control system can be activated and operated using the currently constructed portion of the LFG collection system. The ACP will also formulate a plan for completing the design and construction of the remaining portions of the LFG collection system as the Site development plans are finalized while still complying with the monitoring and reporting requirements of Rule 1150.1. Tetra Tech has met with SCAQMD to discuss the required content of the ACP needed for this project. This change order request is based upon completing an ACP based on these discussions.

Authorization:

Tetra Tech requests written authorization to proceed with this revised change order by no later than June 30, 2015.

Client CO No.	Description	Change Order Amount	New Contract Value	Date of Approval
1 to 84	Amount of the Fixed Price Allocated to the Contractor Guaranteed Services		\$ 106,704,813.00	12/31/2007
	Amount of the Fixed Price Allocated to the AIG EPP Services		\$ 11,852,156.00	12/31/2007
	Amendment 3 Funding Delay Interest Adjustment	\$ 4,101,058.00	\$ 122,658,027.00	6/3/2009
	Change orders approved by Carson Marketplace	\$ 23,175,835.42	\$ 145,833,862.42	



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

CHANGE ORDER REQUEST: BSB CPFCOR-211

Request Date: 23-Jun-15

Revised

Revised

Project Title: Boulevards at South Bay/NFL Stadium and Construction Environmental Assurance Agreement

Project No.: T21868

Client: Carson Reclamation Authority, 701 E. Carson St., Carson, CA 90745

Client Contract: John Raymond, Director

Purpose and Description of this change order request:

The Carson Job Site (Site) is an inactive landfill and as such is subject to the requirements of the South Coast Air Quality Management District (SCAQMD) Rule 1150.1. Rule 1150.1 requires the owners and/or operators of active or inactive landfills to reduce volatile organic compound (VOC) emissions, methane emissions, and toxic air contaminant (TAC) emissions in order to prevent a public nuisance and possible adverse health impacts to surrounding neighbors. The rule establishes requirements based on whether the site has a landfill gas (LFG) collection and control system installed. The major requirements pursuant to Rule 1150.1 include: 1. Design and install a landfill gas collection and control system. This system must be constructed and operated under a SCAQMD permit. 2. Install subsurface refuse boundary sampling/monitoring probes. 3. Operate the landfill gas collection system to prevent concentration of Total Organic Compounds (TOC) from exceeding five percent (5%) by volume measured in the subsurface refuse boundary probes. An air sampling and monitoring program should be developed and implemented to ensure compliance with this requirement. 4. Operate the landfill gas collection system to prevent TOC levels from exceeding twenty five (25) parts per million by volume (PPMV) as determined by integrated samples collected on numbered 50,000 square foot landfill grid sections. An air sampling program should be developed and implemented to collect monthly samples to ensure compliance with this requirement. 5. Operate the landfill gas collection system to prevent TOC levels from exceeding 500 ppmv above background levels as determined by instantaneous monitoring at any location on the landfill. An air sampling program should be developed to monitor instantaneous TOC levels on the landfill surface every quarter to ensure compliance with this requirement. 6. Operate the landfill gas collection and control system to ensure there are no leaks of TOC that exceed 500 ppmv at any system component under positive pressure. An air monitoring program should be developed and implemented to regularly check system components for leakage. 7. Collect monthly ambient air samples for analysis to determine TOC and TAC levels at the property boundary. 8. Operate all wellheads so that the gauge pressure is under negative pressure. A monitoring program should be developed and implemented to record gauge pressure at all wellheads on a monthly basis. 9. Develop corrective actions for any exceedances determined from the implementation of the sampling and monitoring programs. Corrective actions may include, but not be limited to, gas collection or treatment system expansion, increase vacuum pressure at wellheads, adjustment to landfill cover, etc.

Rule 1150.1 allows alternatives to the compliance requirements, monitoring requirements, and test procedures in the event that a project cannot comply with all of the requirements of Rule 1150.1 as written or need to follow different procedures in order to comply with the requirements. To petition for acceptance of the alternatives to the Rule 1150.1 requirements, the owner or operator may develop an alternative compliance plan (ACP) and submit it to SCAQMD for approval. The key criterion for the ACP approval is that the ACP must provide equivalent levels of emission control and enforceability as would compliance with the Rule 1150.1 requirements.

The LFG collection system (wells and piping) at the Site is partially constructed. The LFG extraction and treatment system is fully constructed and is ready for final functional testing and can then be activated and operated. Because of the unknown and changing nature of the development plans for the Site the LFG collection system construction cannot be completed per the original designs. However, both SCAQMD and CAI-EPA Department of Toxic Substances Control (DTSC) have directed that the LFG collection and control system to be activated as soon as possible. Tetra Tech has met with SCAQMD and DTSC to discuss how the system activation can be conducted while still addressing the needs for flexibility to modify the existing system components and install remaining components in a phased manner as development plans are finalized. In order to accomplish this, an ACP will be prepared and submitted to SCAQMD for approval so that the LFG collection and control system can be activated and operated using the currently constructed portion of the LFG collection system. The ACP will also formulate a plan for completing the design and construction of the remaining portions of the LFG collection system as the Site development plans are finalized while still complying with the monitoring and reporting requirements of Rule 1150.1. Tetra Tech has met with SCAQMD to discuss the required content of the ACP needed for this project. This change order request is based upon completing an ACP based on these discussions.

Scope of Work (included but not limited to):

This change order request is for the preparation of a revised SCAQMD Rule 1150.1 Alternative Compliance Plan for the Landfill Gas Collection and Control Systems at the Boulevards at South Bay Project site. The work completed will consist of the following tasks: (See Tab-3 for Scope of Work)

Other Terms & Conditions:

1. The attached cost estimate contains an estimate of all labor, materials, and other direct costs (ODCs) to conduct the above tasks.
2. 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

	Total	Amount of the Fixed Price Allocated to the AIG EPP Services	Amount of the Fixed Price Allocated to the Contractor Guaranteed Services
CHANGE TO CONTRACT AMOUNT (see attached back-up):			
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 attached tab Updated amount	\$ 23,175,835	\$ 11,852,156.00	\$ 133,981,705.42
Amount of this "Cost plus fee" change order	\$ 123,869	\$ 11,852,156.00	\$ 134,105,573.97
New amount with this change order	\$ 145,957,730	\$ 11,852,156.00	\$ 134,105,573.97

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: 3 months

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:

23-Jun-15

Approved by:

Carson Reclamation Authority

Date:

Change Order Request BSB CPF COR-211 Develop SCAQMD Rule 1150.1 Alternative Compliance Plan						
Task-1 Prepare Alternative Compliance Plan						
Labor	Items	Rate/units	Units	Estimated Units	ESTIMATE	
					Estimated Amount	Comments
1	Program Manager	\$ 239.64	hrs	80	19,171.20	JW Assumed 3 months work period
2	Principal Environmental Scientist	\$ 121.80	hrs	160	19,488.00	CRS
3	Air Quality Specialist	\$ 87.59	hrs	300	26,277.00	WK
4	Graphics/CAD	\$ 111.00	hrs	30	3,330.00	SH
5	Chemist	\$ 96.57	hrs	8	772.56	MW
6	Project Executive (Review)	\$ 309.09	hrs	20	6,181.80	GK/TV
7	Word Processor	\$ 70.07	hrs	80	5,605.60	
TOTAL DIRECT LABOR COSTS					\$ 80,826.16	
SUBCONTRACTORS						
1	Principal Engineer (BAS)	\$ 230.00	hrs	60	13,800.00	MCz
2	LFG Senior Engineer (BAS)	\$ 199.00	hrs			
3	Senior Project Designer (BAS)	\$ 170.00	hrs	40	6,800.00	DL
4	LFG Project Engineer (BAS)	\$ 160.00	hrs			
5	Designer/Auto CAD (BAS)	\$ 111.00	hrs	40	4,440.00	
Fee @ 0%						
TOTAL SUBCONTRACTORS					\$ 25,040.00	
OTHER DIRECT COSTS						
1	Site Vehicles	\$ 80	daily	12	960.00	
2	Travel	\$ 0.565	mile	200	113.00	
3	Computers	\$ 1.75	hrs	678	1,186.50	
4	reproduction/shipping	\$ 200.00	monthly	3	600.00	
Subtotal Other Direct Costs					\$ 2,859.50	
G&A @ 14.13%					\$ 404.05	
TOTAL OTHER DIRECT COSTS					\$ 3,263.55	
SUB-TOTAL CHANGE ORDER						
Fee @ 5%					\$ 109,129.71	
TOTAL AMOUNT					\$ 5,456.49	
SUB-TOTAL TASK 1 CHANGE ORDER AMOUNT					\$ 114,586.19	
TOTAL TASK 1 CHANGE ORDER AMOUNT					\$ 114,586.19	
TOTAL TASK 2 CHANGE ORDER AMOUNT					\$ 9,282.36	
TOTAL PROPOSED CHANGE ORDER AMOUNT					\$ 123,868.55	

Change Order Request BSB CPF COR-211 Develop SCAQMD Rule 1150.1 Alternative Compliance Plan						
Task-2 Task Management						
Items	Rate/units	Units	Estimated Units	ESTIMATE		
				Estimated Amount	Estimated Amount	Comments
Labor						
1	\$ 162.84	hrs	6		977.04	
2	\$ 121.80	hrs	6		730.80	
3	\$ 65.44	hrs	4		261.76	
4	\$ 155.54	hrs	6		933.24	
TOTAL DIRECT LABOR COSTS				22	\$ 2,902.84	
SUBCONTRACTORS						
TOTAL SUBCONTRACTORS						
OTHER DIRECT COSTS						
1	\$ 1.75	hrs	22		38.50	
Subtotal Other Direct Costs					\$ 38.50	
G&A @ 14.13%					5.44	
TOTAL OTHER DIRECT COSTS					\$ 43.94	
SUB-TOTAL CHANGE ORDER						
Fee @ 5%					\$ 147.34	
TOTAL AMOUNT PER MONTH					\$ 3,094.12	
TOTAL TASK 2 AMOUNT				3	\$ 9,282.36	

Scope of work for the preparation of a SCAQMD Rule 1150.1 Alternative Compliance Plan for the Landfill Gas Collection and Control Systems at the Boulevards at South Bay Project site.

1. Meet with site owner and developers to determine generalized development plan and schedule and discuss development options. This will enable the ACP to address the overall project schedule and to allow the needed flexibility to address the potential different development options that may be implemented. The general sections of the ACP will provide a system where the plans, procedures, and programs within the ACP can be updated to accommodate the changing needs of the development yet still allow the LFG collection and control system to be operated.

2. Preparation of an overall ACP document will consist of general sections that discuss site history, current conditions, regulatory background and purpose, development plans and schedules, system description, and an overall description of the monitoring plans and procedures. Following this general section the remainder of the document will contain individual subsections that will address the individual requirements of Rule 1150.1 as detailed in the following sub-tasks. The overall ACP will be a "living document" that will be revised as needed to address the changing requirements of the site as the development plans are finalized with any revisions being resubmitted to SCAQMD for review and approval prior to implementation. The following sub tasks will be prepared as sections of the ACP in order to comply with the requirements of Rule 1150.1.

2a. Prepare Subsurface Probe Monitoring Plan- Subsurface monitoring probes are installed along the perimeter of the landfill and are sampled to gauge the effectiveness of the LFG collection and control system and determine if methane or toxic gas migration offsite is occurring. A subsurface monitoring plan will be formulated that will: evaluate the current number of subsurface monitoring probes installed; determine the need for the installation of temporary interim probes because of incomplete construction of LFG collection system; determine the equivalent number of samples per each probe in order to formulate a sampling plan; determine sampling procedures including sample size, sampling equipment, calibration procedure, sample analysis methods, quality control and quality assurance measures, and sample handling requirements; develop recordkeeping and reporting procedures to document the probe sampling; develop procedures to implement corrective actions and resampling procedures if sample results exceed action levels.

2b. Prepare Integrated Surface Monitoring Plan - Integrated surface sampling is conducted to ensure that the LFG collection and control system is operating properly and there is not excessive surface emission of LFG. Integrated surface sampling entails collection of air samples from the surface of a sampling grid which are then submitted to an analytical laboratory for analysis. An integrated surface monitoring plan will be prepared through the completion of the following tasks: determine the areas of the site that have active LFG collection accounting for landfill cover, location of wellheads, location of collection system components such as headers, vaults, sumps, and laterals; the active area will be divided into a grid system of 50,000 square foot sampling areas; determine the equivalent number of samples required; determine sampling procedures, including time to collect samples (based on average wind speed), sample size, sampling equipment to be used, calibration methods, analytical methods, quality assurance and quality control measures, and sample handling; develop recordkeeping and reporting procedures to document sampling; develop procedures to implement corrective actions and resampling procedures if sample concentrations exceed action levels.

2c. Prepare Instantaneous Surface TOC Monitoring Plan- Instantaneous surface sampling is conducted to ensure that the LFG collection and control system is operating efficiently and is controlling the surface emissions of LFG. Instantaneous surface sampling is conducted using direct measuring field instruments to monitor LFG levels along the surface of the landfill in real time. An Instantaneous surface monitoring plan will be prepared through the completion of the following tasks: determine the areas of the site that have active LFG collection accounting for landfill cover, location of wellheads, location of collection system components such as headers, vaults, sumps, and laterals; divide area to be monitored into grids to allow recordkeeping of monitored levels and areas monitored; determine monitoring procedures including monitoring equipment selection and setup, monitoring frequency, monitoring pattern, calibration methods; develop recordkeeping and reporting procedures to document monitoring; develop procedures to implement corrective actions and re-monitoring procedures if measured concentrations exceed action levels.

2d. Prepare Wellhead Gauge Pressure Monitoring Plan- The LFG wellheads are under vacuum conditions while the LFG collection and treatment system is in operation. In order to determine if the system is operating properly and extracting LFG at all wellheads throughout the LFG collection system, each wellhead is required to be monitored on a monthly basis to determine if the extraction rate at that well is properly set and the well is under vacuum and not in a positive pressure condition. In order to do this monitoring each LFG wellhead will be monitored to read the pressure at the wellhead. A wellhead gauge pressure monitoring plan will be prepared to ensure that each LFG well is operating properly. The plan will contain a list and drawings of the wells that will be monitoring, a schedule for conducting monitoring, monitoring procedures, monitoring equipment description, maintenance and calibration procedures for monitoring equipment, procedures for recording monitoring data, data recordkeeping and reporting procedures, and develop procedures to implement corrective actions and re-monitoring procedures if measured wellhead gauge pressures are found to be in a positive pressure state.

2e. Prepare LFG Collection System Monitoring Plan - Rule 1150.1 requires that monthly samples be collected from the main input header line of the LFG collection system where it enters the LFG treatment system. In order to do this a LFG collection system monitoring plan will be prepared. This plan will contain the sampling location selection; describe sampling procedures, including time and date to collect samples, sample size, sampling equipment to be used, calibration methods, analytical methods, quality assurance and quality control measures, and sample handling; and develop recordkeeping and reporting procedures to document sampling.

2f. Prepare Ambient Air Monitoring Plan - Rule 1150.1 requires that monthly ambient air samples be collected at the property boundary from both an upwind and downwind sampling location. The sampling can only be conducted on dates that meet specific meteorological conditions. A plan will be prepared to conduct this ambient air monitoring. The plan will include sampling location selection; describe sampling procedures, including time and date to collect samples (based on site meteorological data), sample

size, sampling equipment to be used, calibration methods, analytical methods, quality assurance and quality control measures, and sample handling; develop recordkeeping and reporting procedures to document sampling; develop procedures to implement corrective actions and resampling procedures if sample concentrations exceed action levels. The project currently has an ambient air monitoring program that is being conducted to comply with the requirements of the SCAQMD Rule 1150 Excavation Management Permit (EMP). Although the Rule 1150.1 ambient air monitoring requirements and sampling techniques are different from the Rule 1150 EMP, the ambient air monitoring plan in the ACP will try to integrate with the EMP ambient air monitoring program in order to streamline the process and contain costs while the site is still under construction and the EMP is still in effect.

2g. Prepare LFG System Performance Monitoring Plan - Rule 1150.1 requires that the LFG treatment system is monitored continuously to ensure that the treatment flare is functioning properly and are removing LFG chemical components at the designed efficiency rating. In order to do this the flare temperature and flow rate through the treatment system must be measured and recorded on a continuous basis. A LFG control system performance monitoring plan will be prepared to address this monitoring. The plan will include descriptions of the monitoring equipment that will be used to record system temperature and flow rate, maintenance and calibration procedures for the monitoring equipment, data collection and review procedures for monitoring data, reporting procedures, and establish procedures to implement corrective actions in the event that monitoring data is found to be outside of expected parameters.

2h. Prepare LFG System Component Leak Monitoring Plan- The LFG extraction and treatment system is composed of wells, piping, valves, flanges, sumps, pumps, blower fans as well as the treatment flares and vessels. All of these items have the potential to develop leaks that would allow landfill gas to be emitted to the atmosphere untreated or to allow air to enter the system which may cause a system balance problem. In order to ensure that the LFG extraction and treatment system remains leak tight a component leak monitoring plan will be developed. This plan will assess the extraction and treatment system as a whole to determine locations which might be susceptible to leakage. These potential leakage locations will be identified and drawings will be prepared showing their locations. The plan will also include procedures to identify and physically label the system components that will be monitored. The Plan will also develop procedures to conduct the monitoring including monitoring instrument selection, instrument calibration, field monitoring procedures at each monitoring location; develop a monitoring sequence and schedule; develop recordkeeping and reporting procedures to document the monitoring; and develop procedures to implement corrective actions if system leaks are detected.

2i. Prepare LFG Collection and Treatment System Permit Requirement Monitoring Plan - The LFG collection and treatment system is divided into four components (LFG collection system, LFG treatment flare, condensate collection system, and LFG control system - GAC and KMNO₄ adsorber vessels) that each have their own SCAQMD permit to construct or operate (PTC/PTC). Each of these four permits have their own monitoring and reporting requirements of which some overlap with those in Rule 1150.1. To allow the ACP to be a comprehensive monitoring program for the entire LFG collection and treatment system it will also include a section describing the additional monitoring requirements from the PTC/PTOs. This section will describe the additional monitoring requirements, how the monitoring will be implemented with the other monitoring plans, describe monitoring procedures, describe recordkeeping and reporting procedures, and describe procedures for implementing corrective actions if monitoring data is found to be outside of required values.

2j. Prepare Recordkeeping and Reporting Plan - Rule 1150.1 has specific requirements for the collection, and storage of monitoring data from the above sub tasks as the system is operated. The rule also requires periodic reporting to SCAQMD providing sampling and monitoring data and results. A recordkeeping and reporting plan will be prepared. This plan will include a list of all records that need to be kept; procedures for filing and storing of these records; a list of all reporting requirements; a schedule of required reports, and procedures for development of a recordkeeping system for retention of the reporting data and documents.

3. Regulatory agency meetings and conference calls - In order to involve SCAQMD and DTSC in the process of the ACP preparation it is envisioned that several meetings or conference calls will be needed at the start of the process and while the ACP is being prepared. Once the plan is completed it will be submitted to SCAQMD for their review and approval. It is assumed that several meetings of conference calls may be necessary to go over the ACP, address comments received on the ACP, and to go over revisions and edits after resubmittal until a final ACP is approved. This task includes up to two meetings or conference calls prior to the preparation of the ACP, two during the preparation of the plan, and three at the completion of the ACP for a total of seven conference calls or meetings for the entire task.

4. Tetra Tech will conduct task management to track task performance, manage Tetra Tech personnel, prepare invoices, interface with DTSC and SCAQMD and answer client questions regarding invoicing and task performance.

5. Schedule- It assumed that this process to prepare the ACP and get it approved through SCAQMD will take approximately 3 months to complete.



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

CHANGE ORDER REQUEST: COR-212
 Request Date: 13-Jul-2015

Revised
 Revised

Project Title: Fixed Price Design and Construction Environmental Assurance Agreement
Project No.: T21868
Client: Carson Reclamation Authority, 701 E. Carson St., Carson, CA 90745
Client Contract: John Raymond, Director

Change Order Overview:

This change order is for the operations, maintenance and monitoring ("OM&M") of the landfill gas extraction and treatment system ("LFGETS") for Cells 3 and 5 consistent with the directives of the California Department of Toxic Substances Control ("DTSC") and permits issued by the South Coast Air Quality Management District ("SCAQMD"). The commencement of the LFGETS OM&M is in response to a directive from the DTSC, as reflected in DTSC's February 20, 2015 letter and clarified by its February 25, 2015 letter. Based on these letters and a meeting with DTSC, Carson Marketplace LLC, and Tetra Tech on March 10, 2015, an implementation plan and schedule was submitted for the OM&M of the LFGETS for Cells 3 and 5 on March 31, 2015. The scope of work of this change order is consistent with implementation plan and schedule.

This change order and its budget complies with the Letter Agreement dated May 8, 2015 between Carson Reclamation Authority ("CRA"), Carson Holdings LLC, and Tetra Tech associated with the transfer of the Site from Carson Marketplace, LLC to the CRA (the "Letter Agreement").

This Change Order is to reimburse Tetra Tech for providing OM&M services for approximately 7 months from September 8, 2015 to March 31, 2016. A two-month "startup and shakedown period" will commence on or about July 7, 2015 and end on or about September 8, 2015. The costs for the two months of startup and shakedown will be covered by an existing payment milestone as per the Design and Construction EAA Trust Agreement. The CRA acknowledges that after March 31, 2016, the OM&M of the LFGETS must continue, as per the requirements of the SCAQMD permits and the DTSC, and a new change order or contract with the CRA will be required to continue the OM&M of the LFGETS after March 31, 2016.

Tetra Tech has an insurance policy with AIG that was originally intended to pay for the OM&M of the LFGETS. Tetra Tech and Carson Marketplace LLC collaborated in engaging with AIG in 2012 and 2013 to obtain a coverage determination letter with respect to the payment of the OM&M of the LFGETS, given Carson Marketplace's delay in the project schedule. AIG's letter of March 13, 2013 determined that they will not pay for the costs of the OM&M of the LFGETS prior to the commencement of the Fixed Price Operations and Maintenance Environmental Assurance Agreement ("O&M EAA"). The commencement of the O&M EAA coincides with the DTSC's approval of the Health Risk Assessment ("HRA") signifying that all remedial systems are fully installed and operational across the Site and that the Site is suitable for occupancy. The commencement of the O&M EAA was originally scheduled to occur on August 8, 2011. Due to Carson Marketplace's delay in the project schedule and the continued work by the CRA in creating a final development plan, the commencement of the O&M EAA might not occur for several years.

The Letter Agreement requires that the CRA and Tetra Tech cooperate in developing a request for AIG coverage of the costs of the OM&M of the LFGETS in light of the DTSC's directive of February 25, 2015. Tetra Tech's costs for developing that request and negotiating with AIG will be handled under a separate change order, consistent with the Letter Agreement. This change order obligates the CRA to pay Tetra Tech's LFG OM&M costs under the terms of the Fixed Price Design and Construction Environmental Assurance Agreement ("D-C EAA") as described below. To the extent that Tetra Tech is reimbursed in whole or in part by AIG for the LFGETS OM&M costs paid by the CRA under this change order, such amounts shall be repaid to the CRA.

Authorization:

Tetra Tech requests written authorization to proceed with this change order not later than July 7, 2015.

Client CO No.	Description	Change Order Amount	New Contract Value	Date of Approval
1 to 84	Amount of the Fixed Price Allocated to the Contractor Guaranteed Services Amount of the Fixed Price Allocated to the AIG EPP Services Amendment 3 Funding Delay Interest Adjustment Change orders approved by Carson Marketplace, LLC		\$ 106,704,813.00	12/31/2007
			\$ 11,852,156.00	12/31/2007
		\$ 4,101,058.00	\$ 122,658,027.00	6/3/2009
		\$ 23,175,835.42	\$ 145,833,862.42	



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

CHANGE ORDER REQUEST: COR-212

Request Date: 13-Jul-15

Revised

Revised

Project Title: Fixed Price Design and Construction Environmental Assurance Agreement
Project No.: T21868
Client: Carson Reclamation Authority, 701 E. Carson St., Carson, CA 90745
Client Contract: John Raymond, Director

Purpose and Description of this change order request:

This change order is for the operations, maintenance and monitoring ("OM&M") of the landfill gas extraction and treatment system ("LFGETS") for Cells 3 and 5 consistent with the directives of the California Department of Toxic Substances Control ("DTSC") and permits issued by the South Coast Air Quality Management District ("SCAQMD"). The commencement of the LFGETS OM&M is in response to a directive from the DTSC, as reflected in DTSC's February 20, 2015 letter and clarified by its February 25, 2015 letter. Based on these letters and a meeting with DTSC, Carson Marketplace LLC, and Tetra Tech on March 10, 2015, an implementation plan and schedule was submitted for the OM&M of the LFGETS for Cells 3 and 5 on March 31, 2015. The scope of work of this change order is consistent with implementation plan and schedule.

This change order and its budget complies with the Letter Agreement dated May 8, 2015 between Carson Reclamation Authority ("CRA"), Carson Holdings LLC, and Tetra Tech associated with the transfer of the Site from Carson Marketplace, LLC to the CRA (the "Letter Agreement").

This Change Order is to reimburse Tetra Tech for providing OM&M services for approximately 7 months from September 8, 2015 to March 31, 2016. A two-month "startup and shakedown period" will commence on or about July 7, 2015 and end on or about September 8, 2015. The costs for the two months of startup and shakedown will be covered by an existing payment milestone as per the Design and Construction EAA Trust Agreement. The CRA acknowledges that after March 31, 2016, the OM&M of the LFGETS must continue, as per the requirements of the SCAQMD permits and the DTSC, and a new change order or contract with the CRA will be required to continue the OM&M of the LFGETS after March 31, 2016.

Tetra Tech has an insurance policy with AIG that was originally intended to pay for the OM&M of the LFGETS. Tetra Tech and Carson Marketplace LLC collaborated in engaging with AIG in 2012 and 2013 to obtain a coverage determination letter with respect to the payment of the OM&M of the LFGETS, given Carson Marketplace's delay in the project schedule. AIG's letter of March 13, 2013 determined that they will not pay for the costs of the OM&M of the LFGETS prior to the commencement of the Fixed Price Operations and Maintenance Environmental Assurance Agreement ("O&M EAA"). The commencement of the O&M EAA coincides with the DTSC's approval of the Health Risk Assessment ("HRA") signifying that all remedial systems are fully installed and operational across the Site and that the Site is suitable for occupancy. The commencement of the O&M EAA was originally scheduled to occur on August 8, 2011. Due to Carson Marketplace's delay in the project schedule and the continued work by the CRA in creating a final development plan, the commencement of the O&M EAA might not occur for several years.

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Scope of Work:

The work will consist of the tasks described on the attached Excel Tab labeled Scope of Work

Other Terms & Conditions:

1. The attached cost estimate contains an estimate of all labor, materials, and other direct costs (ODCs) to conduct the above tasks.
2. 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 EAA 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 (D-C EAA). 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

	Total	Amount of the Fixed Price Allocated to the AIG EPP Services	Amount of the Fixed Price Allocated to the Contractor Guaranteed Services
CHANGE TO CONTRACT AMOUNT (see attached back-up):			
Original 12/31/07 amount from Design and Construction EAA	\$ 118,566,968	\$ 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 attached table) \$	23,175,835		
Updated amount	\$ 145,833,861	\$ 11,852,156.00	\$ 133,981,705.42
Amount of this "Cost plus fee" change order	\$ 482,257		
New amount with this change order	\$ 146,316,119	\$ 11,852,156.00	\$ 134,463,962.86

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

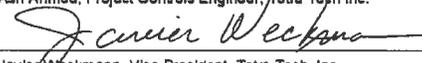
The completion dates above are pending resolution of Client's delay and revised schedule

ESTIMATED DURATION FOR THE SCOPE OF WORK OF THIS CHANGE ORDER: 7 months

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:  _____ **Date:** 13-Jul-15
 Javier Weckmann, Vice President, Tetra Tech, Inc.

Approved by: _____ **Date:** _____
 Carson Reclamation Authority

Change Order Request COR-212 for LFGETS OM&M for Cells 3 & 5

Task-1 OM&M

				ESTIMATE		
Items	Rate/units	Units	Estimated Units	Estimated Amount	Comments	
Labor						
1	Program Manager	\$ 239.64	hrs	4	958.56	
2	Principal Environmental Scientist	\$ 121.80	hrs	2	243.60	
3	Air Quality Specialist	\$ 87.59	hrs	12	1,051.08	
4	Technician-1	\$ 78.91	hrs	80	6,312.80	
5	Technician-2	\$ 85.50	hrs	80	6,840.00	
TOTAL DIRECT LABOR COSTS				178	\$ 15,406.04	
SUBCONTRACTORS						
1	Principal Engineer (BAS)	\$ 230.00	hrs	4	920.00	
2	LFG Senior Engineer (BAS)	\$ 199.00	hrs	4	796.00	
3	Engineering Technician-1 (BAS)	\$ 78.91	hrs	160	12,625.60	
4	Engineering Technician-3 (BAS)	\$ 110.10	hrs	16	1,761.60	
5	Project Engineer (BAS)	\$ 175.07	hrs	40	7,002.80	
Fee @ 0%						
TOTAL SUBCONTRACTORS					\$ 23,106.00	
OTHER DIRECT COSTS						
1	Site Vehicles	\$ 1,200	monthly	2	2,400.00	
2	Travel	\$ 0.565	mile	0	-	
3	Computers	\$ 1.75	hrs	178	311.50	
4	Reproduction/shipping	\$ 100.00	monthly	1	100.00	
5	Electric Power and Phone Services	\$ 15,000.00	monthly	1	15,000.00	
6	Natural Gas	\$ 500.00	monthly	1	500.00	
7	Gas Monitoring instruments	\$ 1,400.00	monthly	2	2,800.00	
Subtotal Other Direct Costs					\$ 21,111.50	
G&A @ 14.13%					\$ 2,983.05	
TOTAL OTHER DIRECT COSTS					\$ 24,094.55	
SUB-TOTAL CHANGE ORDER					\$ 62,606.59	
Fee @ 5%					\$ 3,130.33	
TOTAL AMOUNT					\$ 65,736.92	
SUB-TOTAL TASK 1 CHANGE ORDER AMOUNT PER MONTH					\$ 65,736.92	
TOTAL TASK 1 CHANGE ORDER AMOUNT				7	\$ 460,158.47	
TOTAL TASK 2 CHANGE ORDER AMOUNT					\$ 22,098.97	
TOTAL PROPOSED CHANGE ORDER AMOUNT					\$ 482,257.44	

Change Order Request COR-212 for LFGETS OM&M for Cells 3 & 5

Task-2 Task Management

			ESTIMATE		
Items	Rate/units	Units	Estimated Units	Estimated Amount	Comments
Labor					
1	Contracts/Business Manager	\$ 162.84	hrs	8	1,302.72
2	Principal Environmental Scientist	\$ 121.80	hrs	8	974.40
3	Financial Analyst	\$ 65.44	hrs	1	65.44
4	Project Controls Engineer	\$ 155.54	hrs	4	622.16
TOTAL DIRECT LABOR COSTS				21	\$ 2,964.72
SUBCONTRACTORS					
TOTAL SUBCONTRACTORS					
OTHER DIRECT COSTS					
1	Computers	\$ 1.75	hrs	21	36.75
Subtotal Other Direct Costs				\$	36.75
G&A @ 14.13%					5.19
TOTAL OTHER DIRECT COSTS				\$	41.94
SUB-TOTAL CHANGE ORDER					
Fee @ 5%				\$	150.33
TOTAL AMOUNT PER MONTH				\$	3,157.00
TOTAL TASK 2 AMOUNT					
\$ 3,157.00		MONTHS	7	\$	22,098.97

**Scope of work
for the Operations, Maintenance and Monitoring (OM&M) of the Landfill Gas Extraction and Treatment System (LFGETS) at the former Cal Compact Landfill Site in Carson, CA.**

- 1.** Provide labor and equipment to operate the LFGETS on a 24/7 basis. Personnel will only be onsite Monday thru Friday 7 am to 4 pm (40 hours per week). The remainder of the time the system is designed to operate automatically. The LFGETS has sensors and a telemetry autodialer which will call the system technicians if there is a problem with the system. This change order budget does not include time and/or costs for responding to autodialer notices outside the 40 hour week schedule. The operation of the LFGETS in only Cells 3 and 5 is a different regimen than the original (December 31, 2007) plan which called site-wide operation of the LFGETS. This scope responds to the DTSC directive of February 25, 2015, but its partial coverage of the site poses more risks of notices of violation than the original plan. The budget does not include the costs of responding to NOVs. This task includes providing electrical power, phone service, and natural gas as needed to properly operate the LFGETS per the approved SCAQMD permits.
- 2.** Conduct needed monitoring and documentation of the LFGETS operations for reporting purposes and responding to the regulatory agencies' inquiries. This work will be performed in accordance with the draft Final Operations and Maintenance Manual and as modified after review by the regulatory agencies.
- 3.** Monitor and inspect the collection well field in Cells 3 and 5 only, as needed. Adjust the well field to optimize the extraction of landfill gas in Cells 3 and 5.
- 4.** Prepare monthly and quarterly reports describing the performance of the LFGETS, as well as summarizing the maintenance and monitoring activities conducted during the reporting period.
- 5.** Tetra Tech will conduct task management (Task 2) to track financial performance, manage Tetra Tech personnel, prepare invoices, and answer client questions regarding invoicing and task performance.