



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 FOR MATTERS LISTED ON THE AGENDA– 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:

TUESDAY, OCTOBER 4, 2016 (REGULAR)

CONSENT (Items 1-3)

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. 2016-1145 CONSIDER APPROVAL OF RESOLUTION NO. 16-17-CRJPA RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF \$1,360,795.90

Recommendations: TAKE the following actions:

1. WAIVE further reading and APPROVE Resolution No. 16-17-CRJPA, "A RESOLUTION OF THE CARSON RECLAMATION AUTHORITY OF THE CITY OF CARSON, CALIFORNIA, RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF \$1,360,795.90."
2. AUTHORIZE the Chairman to execute the Resolution following approval as to form by the Authority Counsel.

Item No. 2. 2016-1147 APPROVE AN AGREEMENT WITH MICHAEL BAKER INTERNATIONAL TO PROVIDE CONSTRUCTION SUPPORT SERVICES FOR PHASE ONE DEVELOPMENT OF THE 157-ACRE PROJECT/FASHION OUTLETS OF LOS ANGELES

Recommendations: TAKE the following actions:

1. APPROVE the agreement with Michael Baker International, in the amount of \$205,000.00, to provide Construction Support Services for Phase One development of the 157-acre project/Fashion Outlets of Los Angeles.
2. AUTHORIZE the Director of the Carson Reclamation Authority to execute the Construction Support Services Agreement with Michael Baker International, following approval as to form by the City Attorney.

Item No. 3. 2016-1154 CONSIDER AWARDING A PROFESSIONAL SERVICES AGREEMENT TO RE| SOLUTIONS, LLC FOR ENVIRONMENTAL DEVELOPMENT ADVISORY SERVICES IN THE AMOUNT OF \$200,000

Recommendations: TAKE the following actions:

1. AWARD a professional services agreement to RE|Solutions for environmental development advisory services in the amount of \$200,000.00.
2. AUTHORIZE the Chairman to execute the professional services agreement in a form approved by Authority Counsel.

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 (Item 4)

Item No. 4. 2016-1157 APPROVE A TERMINATION AND RELEASE AGREEMENT BY AND BETWEEN TETRA TECH, INC. AND THE CARSON RECLAMATION AUTHORITY

- Recommendation:
1. APPROVE a Termination and Release Agreement by and between Tetra Tech, Inc. and The Carson Reclamation Authority.
 2. AUTHORIZE the Chairman to execute the Termination and Release Agreement in a form approved by Authority Counsel.

ORDINANCE SECOND READING (None)

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

The public may at this time address the members of the Carson Reclamation Authority on 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 #: 2016-1145, Version: 1

Report to Carson Reclamation Authority

Tuesday, November 01, 2016

Consent

SUBJECT:

CONSIDER APPROVAL OF RESOLUTION NO. 16-17-CRJPA RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF \$1,360,795.90

I. SUMMARY

This action authorizes and/or ratifies payment of invoices in the amount of \$1,360,795.90 submitted for completed work pursuant to contracts and agreements previously approved by the Carson Reclamation Authority (CRA) Board.

II. RECOMMENDATION

TAKE the following actions:

1. WAIVE further reading and APPROVE Resolution No. 16-17-CRJPA, "A RESOLUTION OF THE CARSON RECLAMATION AUTHORITY OF THE CITY OF CARSON, CALIFORNIA, RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF \$1,360,795.90."
2. AUTHORIZE the Chairman to execute the Resolution following approval as to form by the Authority Counsel.

III. ALTERNATIVES

TAKE another action the Authority deems appropriate.

IV. BACKGROUND

Since May, 2015 the CRA Board has taken a number of actions to move forward the remediation of the former Cal-Compact Landfill project and to create systems that allow the review and approval of the work undertaken by the remediation contractor, Tetra Tech, and other contractors and consultants in a fair and transparent manner.

This action includes the approval of a claims and demands under Resolution No. 16-17-CRJPA approving several Tetra Tech invoices (payment request nos. 199-211), which have been reviewed and approved by the CRA's Project Manager (SEG Advisors) and Environmental Services Consultant (SCS Engineers), prior to staff approval. It also includes payments to other approved consultants and contractors of the CRA as well as the payment to JLT Specialty Insurance Services for the pollution liability insurance coverage. Details of the payments are delineated in Resolution No. 16-17-CRJPA, attached to this report as Exhibit No. 1.

V. FISCAL IMPACT

The total expenditure in this period is \$1,360,795.90. Funds for all the items are included in the FY 2016/17 budget of the Carson Reclamation Authority.

VI. EXHIBITS

1. Resolution No. 16-17-CRJPA. (pgs. 3-4)

Prepared by: Trini Catbagan, Controller

RESOLUTION NO. 16-17-CRJPA

RESOLUTION NO. 16-17-CRJPA, A RESOLUTION OF THE CARSON RECLAMATION AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF \$1,360,795.90.

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

Section 1: The following claims and demands have been audited as required by law and are hereby ratified in the amount hereinafter set forth:

Payee Name	Payment Number	Purpose	Invoice Number	Payment Amount
Tetra Tech	199	W0 33: Watering Prescriptive Cover	51088082	\$ 18,178.37
Tetra Tech	200	W0 36: Storage Yard Maintenance	51088808	\$ 344.87
Tetra Tech	201	W0 30: Design & Complete-Perimeter Road	51088092	\$ 3,655.12
Tetra Tech	202	W0 28: Redesign Lenardo Depression	51088068	\$ 384.83
Tetra Tech	203	W0 18: Evaluate & Design New Mall Plan	51088908	\$ 3,160.86
Tetra Tech	204	W0 16: Import of Fill and Stockpiling	51088958	\$ 8,465.09
Tetra Tech	205	W0 27: SWPPP	51088962	\$ 44,951.89
Tetra Tech	206	W0 31: Site Security and Maintenance	51088984	\$ 57,219.23
Tetra Tech	207	W0 38: Project Management	51088968	\$ 110,442.29
Tetra Tech	208	W0 37: LFGETS OM & M	51089236	\$ 78,275.35
Tetra Tech	209	W0 29: Weed Abatement	51089576	\$ 13,983.71
Tetra Tech	210	W0 34: Perimeter Air Monitoring	51089622	\$ 46,249.65
Tetra Tech	211	W0 35: Vector Control	51079626	\$ 4,473.86
Total Tetra Tech				\$ 389,785.12
SCS Engineers		Environmental Consulting – August 2016	0284715A	\$ 76,133.98
JLT Specialty Insurance Svcs		Pollution Liability Insurance	8527	\$ 796,496.57
Michael Baker International		Civil engineering services – Jul/Aug 2016	955519	\$ 9,349.57
SEG Advisors, LLC		Project Management – September 2016	2016-00035	\$ 20,000.00
Greenberg Traurig		Counsel for EPP & Other Pollution Ins.	4285647	\$ 44,655.63
Greenberg Traurig		Counsel for EPP & Other Pollution Ins.	4285647	\$ 24,375.03
Total Other Invoices				\$ 971,010.78
TOTAL OF ALL INVOICES				\$1,360,795.90

Section 2. On November 1, 2016, the Carson Reclamation Authority ratified the above demands and the City Treasurer is hereby authorized to pay, out of the Authority funds, to each of the claimants listed above, the amount of claims appearing opposite their respective names, for the purpose stated on the respective demands, making a total of \$1,360,795.90.

[MORE]

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

PASSED, APPROVED and ADOPTED THIS 1st DAY OF NOVEMBER, 2016.

CARSON RECLAMATION AUTHORITY, a
public body

By: _____
Chairman Albert Robles

ATTEST:

Deputy Secretary Joy Simarago

APPROVED AS TO FORM:

Authority Counsel

C E R T I F I C A T I O N

In accordance with Section 37.202 of the California Government Code, I hereby certify that the above demands are accurate and that funds are available for payment thereof. I certify under penalty of perjury that the foregoing is true and correct.

EXECUTED THE _____ DAY OF
_____ AT CARSON, CALIFORNIA

EXECUTIVE DIRECTOR
JOHN RAYMOND



File #: 2016-1147, Version: 1

Report to Carson Reclamation Authority

Tuesday, November 01, 2016

Consent

SUBJECT:

APPROVE AN AGREEMENT WITH MICHAEL BAKER INTERNATIONAL TO PROVIDE CONSTRUCTION SUPPORT SERVICES FOR PHASE ONE DEVELOPMENT OF THE 157-ACRE PROJECT/FASHION OUTLETS OF LOS ANGELES

I. SUMMARY

Michael Baker International is the civil engineer of record on the 157-acre site, and has already undertaken a number of tasks on behalf of the CRA including an assessment of filling in Lenardo Drive vs. constructing bridges between Cells 2 and 4, and the annual Storm Water Pollution Prevention Plan (SWPPP). They are also investigating the impacts of updated Stormwater water requirements on already constructed infrastructure. The CRA has requested they provide a proposal for Professional Engineering Services in support of the first phase (Cell Two) of the proposed project (Exhibit No. 1). The proposed Scope of Services is intended to cover the design of Site Civil Engineering Infrastructure required for the development of Cell Two of the former landfill currently proposed as the Fashion Outlets of Los Angeles (FOLA).

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE the agreement with Michael Baker International, in the amount of \$205,000.00, to provide Construction Support Services for Phase One development of the 157-acre project/Fashion Outlets of Los Angeles.
2. AUTHORIZE the Chairman of the Carson Reclamation Authority to execute the Construction Support Services Agreement with Michael Baker International, following approval as to form by the City Attorney.

III. ALTERNATIVES

Take any other action the Authority deems appropriate that is consistent with the requirements of law.

IV. BACKGROUND

Michael Baker International has provided a proposal for Professional Engineering Services in support of the first phase (Cell Two) of the proposed Boulevards at South Bay Development, formerly Cal Compact Landfill, in the City of Carson, California. The proposed Scope of Services is intended to cover the design of Site Civil Engineering Infrastructure required for the development of Cell Two of the former landfill currently proposed as the Fashion Outlets of Los Angeles (FOLA). Services to include:

- Supplemental topographic survey to provide additional information needed for the final design of the street improvements;
- Revise the existing Street Improvement Plans for Lenardo Drive from the intersection of the new location of Stamps Road, easterly to the connection with the previously constructed freeway off ramp;
- Design of the connection of Stamps Road from Lenardo Drive, north to Del Amo Boulevard in its revised location at the west end of Cell Two;
- Revise the existing Signing and Striping Plans for the installation of regulatory, warning, and guide signs, and roadway striping in relation to the proposed roadway improvements along Lenardo Drive and Stamps Road being designed;
- Revise the existing Street Lighting Plans for Lenardo Drive and Stamps Road; prepare traffic signal, striping, and intersection lighting plans for four intersections. Stamps Road with Del Amo Boulevard; Lenardo Drive with Stamps Drive (North); Lenardo Drive with Stamps Drive (South); and Lenardo Drive with the southerly entrance to the Outlets;
- Revise the approved LA County Storm Drain Plans to accommodate changes to the Site Plan;
- Based on the revised storm drain plans, perform hydraulic calculations and prepare a supplemental report for submission with the revised storm drain plans;
- Update the existing Storm Water Pollution Prevention Plan (SWPPP) prepared under earlier agreement for changes in site conditions as proposed with the Phase One Development and the filling in of the Lenardo Drive valley;
- Revise the existing Public Sewer Improvement Plans to accommodate new or relocated sewer lateral locations based on the current Site Plan and in accordance with the standard requirements of the City of Carson and Los Angeles County;
- Revise the existing Public Reclaimed Water Improvement Plans to accommodate the revised centerline profile and new or relocated lateral locations based on the changes to the Site Plan;
- Revise the existing Concept Public Water Plan to accommodate the revised centerline profile and new or relocated lateral locations based on the current Site Plan;
- Prepare a Preliminary Estimate of quantities based upon the Improvement Plans prepared by Consultant for first check submittal;
- Participate in meetings to review progress and coordinate with other members of the design team;
- Provide construction phase support services for the improvements designed under Phase One of this Scope of Work.

V. FISCAL IMPACT

An agreement with Michael Baker International, in the amount of \$205,000.00, to provide Construction Support Services for Phase One development of the 157-acre project/Fashion Outlets of Los Angeles.

VI. EXHIBITS

1. Michael Baker International Phase One Agreement. (pgs. 4-32)

1.

Prepared by: John S. Raymond, Director, Community Development

PROFESSIONAL SERVICES AGREEMENT

By and Between

CARSON RECLAMATION AUTHORITY

and

Michael Baker International

**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 November, 2016 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 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 Two hundred Five Thousand Dollars (\$205,000) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services less contract retention; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the

performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

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

2.4 Invoices.

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

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

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively. Any greater increases, taken either separately or cumulatively must be approved by the CRA Board.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance 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 Consultant, 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 CRA, if the Consultant 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 Consultant be entitled to recover damages against the CRA for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D") and Section 3.2 of this Agreement.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

_____	_____
(Name)	(Title)
_____	_____
(Name)	(Title)
_____	_____
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing Principals were a substantial inducement for CRA to enter into this Agreement. Therefore, the Principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the 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 the CRA, or the 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

Albert Robles, Chairman

ATTEST:

Authority Secretary

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, Authority Counsel

CONSULTANT:
MICHAEL BAKER INTERNATIONAL

By: _____
Name:
Title:

By: _____
Name:
Title:

Address: _____

Two signatures are required if a corporation.

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

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

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant shall perform the following Services:

**BOULEVARDS AT SOUTH BAY ONSITE CIVIL DESIGN
PROJECT DESCRIPTION & SCOPE OF SERVICES**

PROJECT DESCRIPTION & SCOPE OF SERVICES

Michael Baker International (Consultant) shall provide professional services for the first phase of the Boulevards at South Bay Development. This scope of services is intended to cover the design of Site Civil Engineering Infrastructure required for the development of Cell Two of the former landfill currently proposed as the Fashion Outlets of Los Angeles (FOLA). Design of offsite improvements and mapping services are not included, but can be provided under a separate proposal.

Consultant shall perform the following services:

PHASE ONE - CONSTRUCTION DOCUMENTS

TASK 1 - SUPPLEMENTAL TOPOGRAPHIC SURVEY

Consultant shall provide supplemental topographic survey to provide additional information needed for the final design of the street improvements. Areas to be surveyed are existing Del Amo Boulevard at the proposed Stamps Road connection and the southeast end of Lenardo Drive where it joins the existing off ramp project.

TASK 2 - REVISION TO STREET IMPROVEMENT PLANS

Consultant shall revise the existing Street Improvement Plans for Lenardo Drive from the intersection of the new location of Stamps Road, easterly to the connection with the previously constructed freeway off ramp. Please note the revision to the vertical profile of Lenardo Drive to fill in the existing valley is being performed under separate contract authorization. This task is for revisions to the street improvement plan to accommodate the driveway locations, turn pocket lengths and median improvements as necessary for the first phase of the development. This task includes the preparation of a conceptual plan for review and approval by the City prior to revising the existing improvement plans. Improvements to Del Amo Boulevard median are unknown at this time and are therefore excluded from this task.

TASK 3 - DESIGN OF STAMPS ROAD CONNECTION TO DEL AMO BOULEVARD

Consultant shall design the connection of Stamps Road from Lenardo Drive, north to Del Amo Boulevard in its revised location at the west end of Cell Two. A plan and profile sheet will be prepared and added to the Lenardo Drive improvement plan set as part of the revision performed under Task 2.

TASK 4 - REVISION TO SIGNING AND STRIPING PLANS

Consultant shall revise the existing Signing and Striping Plans for the installation of regulatory, warning, and guide signs, and roadway striping in relation to the proposed roadway improvements along Lenardo Drive and Stamps Road being designed under Tasks 2 and 3. Design of improvements will be done in accordance with the standard requirements of the City of Carson.

TASK 5 - REVISION TO STREET LIGHTING PLANS

Consultant shall revise the existing Street Lighting Plans for Lenardo Drive and Stamps Road being designed under Tasks 1 and 2 based on the current Site Plan and in accordance with the standard requirements of the City of Carson.

TASK 6 - TRAFFIC SIGNAL AND INTERSECTION LIGHTING PLANS

Consultant shall prepare traffic signal, striping, and intersection lighting plans for four intersections. Stamps Road with Del Amo Boulevard; Lenardo Drive with Stamps Drive (North); Lenardo Drive with Stamps Drive (South); and Lenardo Drive with the southerly entrance to the Outlets. It is understood not all of these signals will be needed for the Phase One Development, however their design is included so that sleeves can be installed during street construction for future installation of the traffic signals. Please note it is assumed all signal poles will be placed in competent material. No provision for the design of supporting piles is included in this task.

TASK 7 - LA COUNTY STORM DRAIN PLAN REVISION

Consultant shall revise the approved LA County Storm Drain Plans to accommodate changes to the Site Plan. Please note, the majority of the storm drain has been installed, so Consultant shall look to minimize any changes to the existing main line and lateral locations.

TASK 8 - SUPPLEMENTAL STORM DRAIN HYDRAULICS REPORT

Based on the revised storm drain plans, Consultant shall perform hydraulic calculations and prepare a supplemental report for submission with the revised storm drain plans. It is assumed no change to the approved Hydrology Report will be needed, therefore hydrologic calculations are specifically excluded.

TASK 9 - UPDATES TO STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

Consultant shall update the existing Storm Water Pollution Prevention Plan (SWPPP) prepared under earlier agreement for changes in site conditions as proposed with the Phase One Development and the filling in of the Lenardo Drive valley. Updating of the SWPPP is required for coverage under the State General Permit. Additional updates, if needed, will be prepared under a separate authorization from Client for an additional fee. Consultant will also develop the Annual Report for each reporting year and develop amendments to remove completed portions of the project. Please note Qualified SWPPP Practitioner (QSP) services are assumed to be provided by others and are therefore excluded from this task.

TASK 10 - REVISION TO PUBLIC SANITARY SEWER PLANS

Consultant shall revise the existing Public Sewer Improvement Plans to accommodate new or relocated sewer lateral locations based on the current Site Plan and in accordance with the standard requirements of the City of Carson and Los Angeles County. Please note, the majority of the sewer has been installed, so Consultant shall look to minimize any changes to the existing main line and lateral locations.

TASK 11 - REVISION TO PUBLIC RECLAIMED WATER PLANS

Consultant shall revise the existing Public Reclaimed Water Improvement Plans to accommodate the revised centerline profile and new or relocated lateral locations based on the changes to the Site Plan. Design shall be in accordance with the standard requirements of West Basin Municipal Water District and the City of Carson. This task includes coordination with WBMWD during the design and approval process.

TASK 12 - REVISION TO CONCEPT PUBLIC WATER PLAN

Consultant shall revise the existing Concept Public Water Plan to accommodate the revised centerline profile and new or relocated lateral locations based on the current Site Plan. Design shall be in accordance with the requirements of Cal Water and the City of Carson. Please note, Cal Water prepares their own construction documents, therefore Consultant's role is to provide Cal Water the needed information for the design and to coordinate with the onsite domestic and fire water plans.

TASK 13 - IMPROVEMENT PLAN QUANTITY ESTIMATE

Consultant shall prepare one Preliminary Estimate of quantities based upon the Improvement Plans prepared by Consultant for first check submittal. Consultant shall also prepare one Final Estimate of quantities based upon the approved Improvement Plans prepared by Consultant.

TASK 14 - MEETINGS / PROCESSING

Consultant shall participate in meetings to review progress and coordinate with other members of the design team. Consultant will also make presentations and submittals to Agencies for the advancement of this project toward issuance of permits. Informal working sessions and meetings between Consultant and other project consultants shall be at Client's discretion. A maximum of 160 hours has been budgeted for this task.

TASK 15 - OWNER REQUESTED CHANGES DURING DESIGN PHASE (BUDGET)

It is understood the Boulevards at South Bay Project is complex and that numerous revisions can be anticipated throughout the design phase. These revisions might be due to changes in marketing strategies, value engineering, or unforeseen schedule or field conditions. Consultant shall perform studies and/or revise plans as requested by Client. The budget amount included under Exhibit "B" is intended to estimate the amount of effort expected with these changes. 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 project is appropriate.

PHASE TWO - CONSTRUCTION SUPPORT SERVICES

TASK 16- CONSTRUCTION SUPPORT & PROJECT CLOSEOUT

Consultant shall provide construction phase support services for the improvements designed under Phase One of this Scope of Work. The duties and responsibilities at the Project site shall be in an indirect support role in dealings with the contractor but shall be a direct support role for the interpretation of the construction documents and the processes that allow the work to proceed through the construction phase to completion. The construction phase services shall be performed at the request of Client on a time-and-materials basis. It is anticipated the construction phase of the project will take 12 months, therefore a maximum of 200 hours (4 hours/week) has been budgeted for this task. Any additional work will be performed, if required, on an hourly basis for an additional fee.

TASK EXCLUSIONS

We believe that the following tasks are either not required at this time, being provided under separate contract or are being provided by others. Therefore, said tasks are excluded from Consultant's Scope of Services.

1. Design for areas outside limit of work
2. Property Title Search, Property Appraisal and Acquisition
3. Conditional Use Permit, Zone change, Specific Plan Amendment and/or Area Plan
4. Utility systems not described herein including dry utilities for electric power, gas, telephone, communications, alarm / security, fiber optics and cable television.
5. Tentative Tract Map and Entitlement Services
6. Final Map
7. Legal Descriptions
8. Site lighting
9. Sound Wall/Perimeter Fencing/Gate Design
10. Structural Design of Walls of Support Piles
11. Public Domestic Water Construction Plans
12. Traffic Control Plans
13. Standard Urban Stormwater Mitigation Plan (SUSMP) Revision
14. Onsite Improvement or Grading Plans related to the Outlets Development
15. Offsite Street Improvement Plans (including Del Amo Boulevard median)
16. Potholing of Existing Utilities
17. Construction Survey Staking
18. Construction Inspection
19. Graphics / Signage Package
20. Acoustical Studies
21. Security System Design

22. Archeologist & Paleontologist Certification
23. Geotechnical Engineering
24. Services related to Hazardous Wastes and Hazardous Material Abatement and Environmental Issues
25. Any other services not specifically set forth in the foregoing Scope of Services

CLIENT RESPONSIBILITIES

Client shall be responsible for providing to Consultant the following:

1. Site Plan Objectives based upon Owner's input
2. Mitigation Measures / Conditions of Approval as applicable
3. Items described herein as Client-provided
4. Access to Site and Client archives for project
5. Client is to provide any and all indemnification, abatement, disposal or other actions required by local, state or federal law regarding hazardous materials.
6. Client shall pay all governmental fees and costs.
7. Client will require any construction contractors to indemnify Consultant from any and all losses, damages, claims, expenses, including attorneys fees, and costs arising out of the contractor's work, excepting only losses, damages, claims, expenses including attorney's fees, and costs which are caused by the negligence or willful misconduct of Consultant in performing their services under this agreement.

EXHIBIT "B"

SPECIAL REQUIREMENTS

None.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

CRA shall compensate Consultant, for the services described herein, as follows:

WORK TASK FEE

Phase One - Construction Documents

Task 1	Supplemental Field Topography	\$ 7,000
Task 2	Revision to Street Improvement Plans	17,000
Task 3	Design of Stamps Road Connection to Del Amo Blvd.	6,000
Task 4	Revision to Signing and Striping Plans	8,000
Task 5	Revision to Street Lighting Plans	4,000
Task 6	Traffic Signal and Intersection Lighting Plans	32,000
Task 7	LA County Storm Drain Plan Revision	9,000
Task 8	Supplemental Storm Drain Hydraulics Report	4,000
Task 9	Updates to Storm Water Pollution Prevention Plan (SWPPP)	10,000
Task 10	Revision to Public Sanitary Sewer Plans	5,000
Task 11	Revision to Public Reclaimed Water Plans	8,000
Task 12	Revision to Concept Public Water Plan	5,000
Task 13	Improvement Plan Quantity Estimates	3,000
Task 14	Meetings/Processing	25,000
Task 15	Owner Requested Changes During Design Phase (Budget)	25,000
	Subtotal Phase One	\$168,000

Phase Two - Construction Support Services

Task 16	Construction Support & Project	
	Subtotal Phase Two	\$35,000
	TOTAL ENGINEERING FEE	\$203,000
	Reimbursable Budget	\$2,000
	GRAND TOTAL	\$205,000

Michael Baker International

HOURLY RATE SCHEDULE

Effective January 2016 through December 2017

<u>OFFICE PERSONNEL</u>	<u>\$/hour</u>
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.....	155.00
Project Engineer.....	150.00
Project Planner.....	150.00
Environmental Specialist.....	150.00
Design Engineer/Senior Designer/Survey Analyst.....	140.00
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.

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 Date</u>
Professional Engineering Services Phase One	Up to 1 YEAR from commencement of services	12/31/2017
Construction Support Services Phase Two	Up to 1 YEAR following conclusion of Phase One	12/31/2018

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

A. Work products, drawings, descriptions derived from performing each task as delineated in the Scope of Work (Exhibit A), within 30 days of the conclusion of each task.

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



File #: 2016-1154, Version: 1

Report to Carson Reclamation Authority

Tuesday, November 01, 2016

Consent

SUBJECT:

CONSIDER AWARDING A PROFESSIONAL SERVICES AGREEMENT TO RE|SOLUTIONS, LLC FOR ENVIRONMENTAL DEVELOPMENT ADVISORY SERVICES IN THE AMOUNT OF \$200,000

I. SUMMARY

This action would approve a contract for environmental development advisory services with RE|Solutions, LLC in the amount of \$200,000.

II. RECOMMENDATION

TAKE the following actions:

1. AWARD a professional services agreement to RE|Solutions for environmental development advisory services in the amount of \$200,000.00.
2. AUTHORIZE the Chairman to execute the professional services agreement in a form approved by Authority Counsel.

1.

III. ALTERNATIVES

TAKE any other action the Reclamation Authority Board deems appropriate.

IV. BACKGROUND

Since taking title to the 157 acre property in May, 2015, the CRA has taken a number of actions to move the redevelopment project forward. These tasks include the analyzing the location of utilities, final grading elevations, off-site improvements and a number of other engineering and development issues. The CRA also has engaged contractors for landscape design, geotech, and utilities. Much of the

environmental “advisory” services have been performed by Tetra Tech as the remediation contractor. However, the CRA has negotiated a voluntary termination and release of liability with Tetra Tech (“TT”) in order to accommodate the Phased Development of the 157 acre site, currently not allowed under the TT contract, the DTSC approvals, or the AIG policy. The Termination Agreement is elsewhere on this agenda. CRA also intends to submit a Phased Development Plan (“PDP”) to DTSC within the next month. TT will not be implementing that plan under the current contractual structure; SCS Engineers is the party preparing the PDP and will advocate for it with DTSC. The termination will require the consent of DTSC, which is also an Additional Insured on the American International Special Lines Insurance Company (“Insurer” or “AIG”) Environmental Protection Program Policy (“EPP”) policy. CRA expects AIG to commute the EPP and return the notational commutation account balance to TT; the commutation account balance will then be returned to the CRA, less any settlement amount agreed upon in the termination agreement. Also, under the original Environmental Assurance Agreements (“EAAs” or “Remediation Agreements”), the project’s environmental risk was transferred to TT in return for a fee. Any termination of the contract would mitigate TT’s ongoing environmental risk and contractor’s liability, post-termination.

CRA is preparing the Property for mixed-use/commercial development in phases, where each phase represents development of a different portion or “cell” of the Property. To that end, and to satisfy the obligations of the inherited Remediation Agreements with Tetra Tech, CRA procured a Pollution and Remediation Legal Liability Policy (“PARLL” or “PLL”) policy, effective September 29, 2016, that contains coverage terms similar to those provided in original 2006 XL PARLL policy, but updated to reflect the current conditions on the Insured Property and such proposed development activity. The negotiated term sheet with Tetra Tech allowed the replacement PLL policy to have a reduced limit of liability of \$25 million during the period prior to large-scale development.

In addition, CRA has been negotiating with the Macerich Company to develop one of the five cells (Cell 2), with shovel-in-the-ground development activities for Cell 2 scheduled to begin in 2017 after receipt of approval of a Phased Development Plan from DTSC and other plan approvals. CRA is also currently reviewing proposals from master developers for the remaining cells (i.e., a single master developer for development of all areas of the Property other than Cell 2). CRA anticipates that it will work closely with both Macerich and the new master developer, but that CRA would remain responsible for the installation of the remaining remedial systems and for all required maintenance and monitoring of those systems, including groundwater and landfill gas extraction, until a Community Facilities District (“CFD”) is formed and sufficiently funded. The CFD would be responsible for the ongoing costs of maintaining and operating the remedial systems after the Development occurs.

In order to negotiate the PLL insurance coverage and the related agreements affecting TT, AIG and DTSC, the CRA contracted in May, 2016 with Greenberg Traurig, LLP to provide it and CRA legal counsel specialized legal assistance in the procurement of a new PLL, and associated negotiations on the EPP Policy that Carson Marketplace purchased from AIG, and with TT. Most of the tasks under the original engagement letter with GT were accomplished during the summer, and in October the CRA amended the agreement for several months to complete the work on the AIG EPP, the DTSC Financial Assurance, and the work transitioning the CRA from the TT contract into a new time and materials based contract with another vendor for the installation of the remedial systems under the RAP, as well as the future OM&M of those systems. However, the per-hour rate of the special counsel is very high, and once the work under the current extension is completed, a more cost-effective use of their services will be to use them to place the full Development PLL policy (possibly up to \$200 million) and to review (rather than draft) documents related to the agreements described in this section.

This agreement with RE|Solutions (RES), one of the proposers in the CRA's Master Developer RFQ, is a bridge between the highly specialized legal knowledge of the special counsel, and the real-world development expertise of brownfield consultants. In the Master Developer RFQ, RES strictly proposed to do the "Environmental Master Developer" work on a fee basis but did not propose a final development. Their proposal was deemed potentially non-responsive to the RFQ itself, but remains useful to the CRA given that most of the other Master Developer candidates have proposed piggy-backing on the contracts the CRA has in place rather than proposing their own robust environmental team.

Additionally, RES will be helpful in drafting sections of the Macerich MOU related to the construction of the remedial systems, the piles and other related systems. One of the most important things is the ability to maintain the schedule that was included in the July 2016 ENA. Macerich can hold up their end of the schedule from the shopping center design and construction end, but the CRA bears most of the responsibility for the environmental compliance. These responsibilities include the submittal and follow up of the PDP through DTSC, which is necessary for the ultimate receipt of the HRA by Macerich for Cell 2.

Ultimately, the CRA's contracts with RES will come in at least two sections, which may result in two separate contracts. The first is this consulting contract to initially provide the CRA the type of advice described above, as well as helping finalize the DTSC approval of the Tetra Tech termination, the AIG commutation, and assisting with the negotiation with the other Master Developer proposers. Most importantly, the initial scope would include drafting the bid specs for the new Environmental Contractor to replace Tetra Tech, as it is likely that the CRA, as a public agency, will need to bid with that work. From the bidding perspective, having one of the prospective contractors (e.g. either Tetra Tech or SCS) write the bid specs for the

future design and construction would be problematic and the CRA does not have the experience in-house to write the bid specs. The CRA will also need to create a Master Services Agreement with SCS for the OM&M, since the standard Contractual Services Agreement isn't necessarily suited for performing environmental field work such as maintaining the landfill gas and groundwater collection systems. An O&M protocol and manual will be needed: SCS is developing one with the assistance of Tetra Tech, but there still needs to be a quality check of the plan and the monitoring of its performance.

Another part of the consulting work would be to develop a master schedule framework to ensure coordination of work of various developers and contractors on all cells moving forward, i.e. a "development playbook" for the overall project. The playbook would combine the project schedules with the interface of the remediation and development activities themselves.

Master Developer Negotiation

Another task would be to evaluate the relative levels of environmental and risk management expertise of the various Master Developers, and their ability to handle the complexities of development on the landfill. For example, Macerich has hired Langan Engineering to provide them advice on environmental matters, but in the end the CRA will be responsible for the design and installation of the remedial systems, and possibly the piles. (This is another aspect of the development playbook described above - determining which party would actually design the piles and the other integrated remedial systems.)

Based on feedback from the insurers and DTSC, there is a growing concern that the CRA is backing into having multiple environmental designers and multiple environmental contractors on the site, plus the structural (pile) designers plus utility consultants and other professionals, all of whom have a role in the subsurface of the project. The more different consultants and contractors there are on the site performing remedial work, the more project risk there is of a system failing. The environmental contracting aspect of the Master Developer proposals should be evaluated and the CRA should be much more definitive about how and what it is going to do and what it expects the developers to do, and who pays for it. This would come from the "playbook" described above.

Environmental Master Development Services

This would be the basis for a future contract with RES, which is still to be negotiated. There would be a contract for Environmental Master Developer services, which could include the installation of the piles as well, as well as the other development-adjacent remedial work. (Note: for the purpose of this report, the use of the word "piles" includes the actual structural piles, plus pile caps and other related remedial and structural systems, as well as grading, utility trenching, and

other activities related to the environmental condition that could be installed by one party at the other's expense, or allocated to one or the other party.)

Once the CRA has the Environmental Contractor in place, RES could be the CRA's Environmental Owner's Representative for the work the Environmental Contractor does. In some ways it is similar to the work of the current contract with SCS, who peer reviews all of the TT work orders and draw requests. However, Owner's Representatives have responsibilities in the field to make design and construction decisions on behalf of the Owner (the CRA) well beyond the scope of the SCS contract. An Environmental Master Developer would have additional authority beyond that and may have accepted some of the project risk in return for a fee. If the CRA assumes the responsibility for installing the piles (as defined above) at the Developers' cost (on Cell 2 and the other cells) there is a question as to how the CRA would "bid" the pile design and installation, or whether it could undertake a design/build process. The Environmental Master Developer would coordinate the pile design - the design may be a Developer responsibility because they are integral to the building system -- with the understanding that the CRA would install them. The CRA and Developers are still negotiating how the other systems that are either integrated into the piles, or at least in the proximity, also get designed and installed, and whether a design failure on one component (e.g. liner or pile caps) may affect the performance of the others.

Specific Tasks

The following is a list of tasks to accomplish in this contract:

- The analysis of the Macerich agreement from an environmental/remediation/insurance perspective.
- The development playbook, describing all of the parties' duties and schedule of performance in the integration of the remediation, site work and vertical construction.
- Assistance with the Tetra Tech termination contract, the AIG EPP commutation, the unwinding of the Trust Account, and DTSC approval of the replacement Financial Assurance.
- Assistance with the DTSC approval of the PDP.
- Preparing or reviewing bid documents for solicitation of new Environmental Contractor for D & C work; Reviewing contractor submissions and scoring responses against established criteria; Negotiating terms.
- Environmental analysis of the Master Developer proposals.

- Work with the City to develop the SCS contract amendment for interim OM&M for the Landfill Gas Collection System and the Groundwater Collection and Treatment System.

The Contract would be for a period of nine (9) months at the schedule included in the proposal: Task A is a flat fee of \$15,000 and the cost is \$18,000 per month for tasks B, C, and D. Also added is \$23,000 for travel and other reimbursable costs.

V. FISCAL IMPACT

Funds for this service are included in the adopted FY 2015/16 budget of the Authority.

VI. EXHIBITS

1. Proposal from RE|Solutions. (pgs. 7-11)
2. Professional Services Agreement - to be provided at meeting.

Prepared by: John S. Raymond, CRA Executive Director

CARSON RECLAMATION AUTHORITY

Proposed Scope of Work

Introduction

RE | Solutions, LLC (RES) has prepared the following Proposed Scope of Work to outline the specific ways we can assist the Carson Reclamation Authority (CRA) as Environmental Risk Manager at the former Cal Compact Landfill site. The specific activities proposed herein are consistent with the capabilities and experience detailed in our response to the CRA's Request for Qualifications for a Master Developer (RES Statement of Qualifications, August 24, 2016).

As stated in our SOQ, RES is uniquely qualified to help CRA integrate the planned development with the environmental conditions on the property, and managing the attendant risks. Because of our long history as brownfield developers, we have a clear understanding of the various parties, roles and responsibilities required to successfully remediate and redevelop a contaminated property.

Our risk management experience is equally deep, and includes direct experience with AIG Environmental Protection Program (EPP) blended finite risk insurance policies. We are currently managing an environmental contractor that, similar to Tetra Tech, is working under a guaranteed fixed-price contract backed by an EPP policy at one of our owned properties. In addition, we commuted an EPP policy last year that we previously had underwritten and placed on one of our DTSC-lead brownfield projects in California. We understand that a redacted version of our commutation agreement on that site was provided to CRA as an example of what such an agreement might look like.

This document provides additional detail regarding our proposed approach to the Cal Compact project given our current understanding of the project status. To confirm that we have an accurate understanding of the project, we first provide a summary of the current status, roles and responsibilities of the various entities already engaged and anticipated to be engaged in the project, followed by the proposed scope of RES services.

Project Status

Our understanding of the current project status is as follows:

1. The former Cal-Compact Landfill is under DTSC lead agency oversight, as established through a site designation process
2. Cells 1, 3, 4 and 5: Master Developer(s) solicited, but not yet selected, through CRA's RFQ process
3. Cell 2: Contract in place with Macerich to develop an outlet mall on Cell 2
4. The Upper Operable Unit (UOU) is defined as the site soils, the waste zone above and within the Bellflower Aquitard, and the Bellflower Aquitard down to, but not including the Gage Aquifer
5. A groundwater extraction and treatment system has been installed
6. Landfill closure (installation of liner, cap, some portions of gas collection system and leachate collection system, etc.) is not yet completed for all cells
7. Operation and Maintenance (O&M) activities are ongoing
8. Financial assurance has been provided to DTSC through the AIG EPP policy and various other environmental insurance policies

Current Entities, Roles and Status

Our understanding of the project structure with respect to currently involved and foreseeable entities and their respective roles and responsibilities is as follows:

I. Carson Reclamation Authority (CRA)

- Property owner
- Holds environmental liability
- Is responsible for RAP implementation, including remedial system installation and long-term O&M
- Has solicited and will be awarding bids for Master Developer(s) to purchase all or portions of the property and construct buildings consistent with a Phased Development Plan and the City of Carson's Specific Plan, as may be amended by the Master Developer(s)

II. Tetra Tech

- Current environmental consultant and contractor under a risk transfer-type contract, insured by the AIG EPP policy
- Current insured contract scope is to implement the RAP and conduct O&M
- Based on the Tetra Tech contract and EPP policy terms, a phased development approach was not possible under the current risk management structure
- Termination of the Tetra Tech contract has been negotiated and is pending
- The Tetra Tech contract will be terminated as soon as commutation of the EPP can occur, which is expected by December 2016 or early 2017
- Going forward, Tetra Tech may bid on some or all of the new RAP implementation contract, but only to the extent that they don't assume liability

III. SCS Engineers

- Recently retained by CRA to oversee the work currently being performed by Tetra Tech
- Will take over O&M work on an interim contract basis when Tetra Tech's contract is terminated
- Drafting the Phased Development Plan (PDP) for Carson (due in November per agreement with Macerich)
- Likely will want to bid on the new RAP implementation contract for some or all of the environmental work going forward

IV. Macerich

- Developer of outlet mall (Fashion Outlets of LA) on Cell 2
- Engaged in an agreed-upon process with the city of Carson to purchase, undertake design, and complete vertical construction on Cell 2 for occupancy by June 2020
- Has stated that they will only undertake development activities from the bottom of the slab up. Macerich will pay for the installation of required sub-surface infrastructure, but for liability reasons, they will not contract for or perform any sub-slab development work

V. TBD Master Developer(s)

- Being selected pursuant to the Request for Qualifications that CRA issued in June 2016
- Will purchase all or portions of the remaining approximately 111 acres and develop it consistent with a new conceptual Phased Development Plan and the site's Specific Plan, as may be amended by the selected Master Developer(s)

- We expect that, like Macerich, the Master Developer(s) will want to perform development tasks only from the bottom of the slab up (i.e., will NOT want to undertake any activities that are considered environmental scope, penetrate the subsurface, or involve management of surface soils, which are part of the UOU)
- Master Developer(s) activities will include:
 - i. Entitlement and permitting
 - ii. Engineering and architecture
 - iii. Horizontal development (within and above slab)
 - iv. Vertical development

Transition Period

The project is currently in a transition period, estimated to last 3-6 months, while the groundwork is laid for a coordinated, phased development of the property. The key elements of the transition from the current risk management structure to one that allows phased development are:

- Commuting the AIG EPP policy; and
- Awarding a new contract for RAP implementation.

Commuting the AIG policy and amending the development plan for the property will require a significant amount of DTSC interaction. RES has recent relevant experience with DTSC, and is well-connected with staff in both Cypress and Sacramento. Commutation of our EPP policy last year involved: negotiating an O&M Plan; drafting, negotiating and placing a new O&M Agreement; providing DTSC with documentation of expected environmental costs; and supporting the placement of a new financial assurance mechanism in the form of a corporate guarantee. Our familiarity with the commutation process can streamline the work of CRA’s environmental contractors, attorneys and staff during this transition period.

After the EPP policy is commuted, SCS will perform O&M activities on an interim basis while a new environmental contractor is selected to replace Tetra Tech. Having managed through many transitions like this on our own projects, RES can assist the city with preparing bid documents, reviewing contractor submissions, selecting and negotiating with a new environmental contractor, and coordinating work during and after the transition.

Anticipated Future Entities, Roles and Responsibilities

Once negotiations are completed and agreements are in place with AIG and DTSC that allow the current EPP policy to be commuted, a new risk management structure will need to be put in place. The new insurance program will consist of a new PLL, replacement CPL, and an OCIP, which will have to be in place before any construction takes place. The roles of the CRA, Macerich and any selected Master Developer(s) will remain the same as described above. A new environmental contractor will have been selected, with a general scope of responsibilities outlined in Item VI, below.

In addition, because surface soils at the site are part of the Upper OU, we foresee that Master Developer(s) may be unwilling to perform any development activity that requires contact with or management of site soils. In this event, contracts will be needed for what will be broadly termed “environmental infrastructure work.” This is defined as any sub-slab horizontal development work necessary to allow vertical development to take place, such as pile installation, and potentially grading, installation of utilities, and other infrastructure work. The specific scope of the “environmental infrastructure work” will depend upon the capabilities of the selected Master Developer(s), the City’s desired level of control, and the risk tolerance of all concerned.

Therefore, the anticipated entities and their respective roles and responsibilities after the transition from Tetra Tech and the existing risk management structure are as follows:

- VI. TBD Environmental Contractor(s)
 - New contract will be bid for environmental consultant/contractor(s) to replace Tetra Tech and perform the RAP implementation work, including:
 - i. Confirm and/or complete the design of remedial systems and landfill caps
 - ii. Install remedial systems: liners, caps and remaining gas collection and leachate collection systems
 - iii. Conduct long-term O&M
- VII. TBD Environmental Infrastructure Contractor(s)
 - Environmental Infrastructure Work
 - i. Design and install Building Protection Systems (BPS)
 - ii. Design and install piles and pile caps necessary to deliver building pads to Macerich and Master Developer(s)
 - iii. Install sub-grade utilities pursuant to Macerich and Master Developer(s) development plans
 - iv. Perform or oversee grading and any other development activities requiring subsurface excavation, penetration of the landfill cap, or management of surface soils that are part of the UOU

Proposed RES Services

Based on our discussions with the CRA, we believe that RES can be retained within the CRA's Master Developer RFQ process as the project's Environmental Risk Manager to provide the type of transition services described earlier, and to contract for or manage some or all of the work outlined in items VI. and VII., above.

We recognize that some of the identified tasks are extremely time-critical, while other areas of assistance are not fully defined at this time, and will only become so as the Master Developer(s) for Cell 1 and Cells 3-5 are selected and the process of replacing Tetra Tech is completed. For this reason, it may be most efficient to retain RES in one manner for the time-critical work and in a different manner for the work that is not yet fully defined.

One critical gap in the current project structure that was identified during recent discussions with CRA is the lack of an over-arching Project Implementation and Integration Plan. We believe there is an immediate need for a master project plan and schedule to clarify and coordinate the work of the various contractors and developers on this project. Such a plan would also serve as a management tool for communication with city council, DTSC and other interested parties.

The following sections outline the specific services that RES proposes to provide CRA in order to assist with development of the former Cal Compact Landfill site.

- A. Master Project Implementation and Integration Plan
 - i. Identify all players, roles, responsibilities, schedule, etc. for remediation, horizontal and vertical development
 - ii. Incorporate existing schedules and plans (e.g., Macerich development schedule, AIG EPP commutation process, DTSC approvals, new PDP currently being produced, etc.)
 - iii. Develop a master schedule framework to ensure coordination of work of various developers and contractors on all cells moving forward

- B. Regulatory Interface and Negotiation
 - i. Negotiate with DTSC project staff in Cypress, and with senior DTSC staff in Sacramento responsible for financial assurance and overall management, for approval to replace the current financial assurance mechanism and commute the AIG EPP policy
 - ii. Manage and coordinate the preparation of financial assurance cost estimates, mechanism(s) and amounts for landfill closure and long-term O&M
 - iii. Coordinate with DTSC regarding their review and approval of a new Phased Development Plan
 - iv. Manage and negotiate a new O&M Agreement if needed to support commutation
- C. Review Master Developer SOQs for remainder of property
 - i. Evaluate the relative levels of environmental and risk management expertise of the various Master Developers, and their ability to handle the complexities of development on the landfill
 - ii. Establish requirements for Master Developer(s) contracting and/or performing environmental infrastructure work on their parcels should they be willing to do so (e.g., contingency plans, insurance requirements, minimum contractor qualifications, etc.)
- D. Selection of new Environmental Contractor(s)
Assist CRA in contractor selection process, which may include:
 - i. Preparing or reviewing bid documents for solicitation of new Environmental Contractor
 - ii. Reviewing contractor submissions and scoring responses against established criteria
 - iii. Negotiating terms
- E. Environmental Risk Manager for Cell 2
 - i. Manage design-build contract for Cell 2 piling systems, utility installation and BPS
 - ii. Work with the City to develop long-term O&M and risk management program for piles, utilities and BPS for Cell 2 development
- F. Environmental Risk Manager for Cells 1 and Cells 3-5
 - i. Depending on the capabilities of the Master Developer(s), manage design-build contract for Cell 1 and Cells 3-5 piling systems, utility installation and BPS
 - ii. Work with the City to develop long-term O&M and risk management program for piles, utilities and BPS for Cell 1 and Cells 3-5 development
- G. Master Horizontal Developer
 - i. Contract, manage, coordinate, and if necessary implement construction of public infrastructure for overall project (public streets, utilities in public ROW)
 - ii. Manage, contract for and/or perform any work involving UOU or otherwise under regulatory authority of DTSC

Basis of Compensation

- 1) Immediate assistance to CRA to develop a master project implementation plan and consolidated schedule, task A – flat fee of \$15,000
- 2) Assistance to CRA during transition, including performance of scope elements in tasks B, C and D, above, through commutation – \$18,000 per month fixed fee
- 3) Environmental Risk Manager to perform tasks E, F and G – perform either on a T&M basis in accordance with an approved rate schedule or on a percentage fee on the work being managed



File #: 2016-1157, Version: 1

Report to Carson Reclamation Authority

Tuesday, November 01, 2016

Discussion

SUBJECT:

APPROVE A TERMINATION AND RELEASE AGREEMENT BY AND BETWEEN TETRA TECH, INC. AND THE CARSON RECLAMATION AUTHORITY

I. SUMMARY

Commencing in May, 2016 the CRA negotiated a voluntary Termination and Release Agreement with Tetra Tech (TT) in order to accommodate the Phased Development of the 157-acre site, currently not allowed under the TT contract, the DTSC approvals, or the AIG policy. Upon the satisfaction of the "Conditions Precedent to Termination" as set forth in Section 5 of the Agreement, CRA and TT shall proceed to Closing and shall execute the Confirmation of Termination in order to effectuate Termination.

II. RECOMMENDATION

1. APPROVE a Termination and Release Agreement by and between Tetra Tech, Inc. and the Carson Reclamation Authority.
2. AUTHORIZE the Chairman to execute the Termination and Release Agreement in a form approved by Authority Counsel.

III. ALTERNATIVES

TAKE another action the Reclamation Authority deems appropriate.

IV. BACKGROUND

Since May, 2016 the CRA has negotiated a voluntary termination and release of liability with Tetra Tech (TT) in order to accommodate the Phased Development of the 157-acre site, currently not allowed under the TT contract, the DTSC approvals, or the AIG policy. Upon the satisfaction of the "Conditions Precedent to Termination" as set forth in Section 5 of the Agreement, CRA and TT shall proceed to Closing and shall execute the Confirmation of Termination in order to effectuate Termination. The period between the

Execution of the Termination Agreement by TT and the CRA and all conditions being met and the termination becoming effective is called the Cooperation Period. This report contains a number of the deal points in the Agreement.

Phased Development Plan (PDP). During the Cooperation Period, Tetra Tech shall cooperate with CRA in negotiating with DTSC in an effort to obtain DTSC's approval of the Phased Development Plan, which cooperation shall include, without limitation, assisting CRA in amending the Compliance Framework Agreement. CRA intends to submit a PDP to DTSC in November or soon thereafter. SCS Engineers is preparing the PDP. CRA shall provide a copy of the Phased Development Plan to Tetra Tech for Tetra Tech's review prior to CRA's submission to DTSC or other Regulatory Authorities.

Exchange of Work Product. During the Cooperation Period, Tetra Tech shall cooperate with CRA in delivering to CRA the Work Product. Upon Termination, CRA shall become the owner of record of the Work Product. Work Product includes items which, in CRA's reasonable judgment, are required by SCS to complete the Performance Report and to confirm that the Landfill Gas System and Groundwater System are operating properly; and (ii) that Tetra Tech reasonably believes CRA and/or its consultants would require in order to effectively continue the remedial activities on the Property immediately after the Termination Date, including without limitation, as-built plans and drawings for the groundwater system and the landfill gas system and all related monitoring and extraction wells. Prior to Closing, Tetra Tech shall transfer, assign and deliver to CRA the Work Product. A copy of the Assignment of Contracts, Licenses, Permits and General Intangibles covering the transfer of the Work Product and other general intangibles associated with the operation of the Property is Exhibit "I" of the Agreement.

Inventory and Transfer of Physical Products. Prior to Closing, Tetra Tech shall provide to CRA a complete written inventory, including a description and location, of all Physical Products, which inventory is reasonably acceptable to CRA in form and substance, and Tetra Tech shall convey the same to CRA at Closing on the Termination Date.

Performance Report. During the Cooperation Period, Tetra Tech will make all reasonable efforts to assist SCS Engineers in obtaining, organizing, reviewing and understanding available Work Product in order for SCS Engineers to complete the Performance Report described above. Tetra Tech shall have the right to review a draft of the Performance Report and to meet and confer with SCS Engineers before the Performance Report is finalized and issued to CRA. Prior to Closing, CRA shall have obtained from SCS the final Performance Report.

AIG EPP Policy Commutation. The termination will require the consent of DTSC, which is an Additional Insured on the AIG EPP policy. CRA expects AIG to commute the EPP and return the notational commutation account balance to TT. Negotiation with TT is for the commutation account balance to be returned to the CRA, less any settlement amount agreed upon in the termination agreement (below). Also, under the original Environmental Assurance Agreements (EAAs), the environmental risk was transferred to TT in return for a fee. Any termination of the contract would need to mitigate TT's post-termination environmental risk and contractor's liability. During the Cooperation Period, Tetra Tech

and CRA shall cooperate in negotiating with AIG regarding commutation of the AIG EPP Policy. Tetra Tech and CRA shall seek a return of premium to Tetra Tech that exceeds the amount remaining in the Notional Commutation Account as of the Termination Date. Prior to Closing, DTSC, Tetra Tech, and CRA shall each execute a Release and Commutation Agreement setting forth the requirements for commutation of the AIG EPP Policy. On the Termination Date, Tetra Tech shall apply and distribute the Negotiated Commutation Amount in the order of priority described in the Agreement and shall provide written notice to CRA of Tetra Tech's receipt of the Negotiated Commutation Amount. The Closing shall occur on a date mutually agreed to by CRA and Tetra Tech but in no event more than five (5) business days after Tetra Tech provides notice.

Financial Assurance Substitution. During the Cooperation Period, Tetra Tech shall cooperate with CRA in its negotiation with DTSC: (i) for DTSC's consent to commute the AIG EPP Policy; (ii) in the discussions with DTSC of the new form and amount of the financial assurance required to be maintained by the CRA after the Termination Date; and (iii) to minimize the amount DTSC may require for such new financial assurance.

Environmental Trust Account. During the Cooperation Period, Tetra Tech shall cooperate with CRA in assigning Tetra Tech's rights and obligations under the Environmental Trust Account to CRA or its designee. Prior to Closing, CRA and Tetra Tech shall each execute the Trust Assignment and Assumption Agreement; and DTSC shall have provided its written consent to the transfer of the assets in the Environmental Trust Account to CRA pursuant to the Trust Assignment and Assumption Agreement or any restructured financial assurance mechanism, acceptable to DTSC, utilizing the funds therein.

Execution of the Mutual Release. The CRA, the City of Carson, and Tetra Tech shall each execute the "Mutual Release" which shall provide for the release by each Party and the City of Carson of all claims, demands, losses, causes of action, damages and expenses of any kind or manner now existing or hereafter arising out of the Remediation Agreements, except for the TT Retained Liability. TT will have no ongoing liability for the design or performance of the Remedial Systems and will be released by the CRA.

Notwithstanding the execution and delivery of the Mutual Release executed at Closing on the Termination Date, Tetra Tech shall remain liable to CRA for claims made against CRA resulting from or arising out of Tetra Tech's errors and omissions and all other professional liability claims arising out of work performed by Tetra Tech under the Remediation Agreements; provided, however, (A) Tetra Tech's liability under this Section 13 shall be capped at and shall not exceed \$2,500,000 in the aggregate; and (B) Tetra Tech's liability under this Section 13 shall be excess of the Ace CPL Policy, the New CPL Policy, the Predevelopment PLL Policy, the Renewal Predevelopment PLL Policy, the Development PLL Policy and the Renewal Development PLL Policy, as and to the extent such policies provide coverage for any such claims, including without limitation, defense costs or loss (the "TT Retained Liability"). Tetra Tech shall name CRA as an additional insured on the Commercial General Liability policy that is maintained by Tetra Tech as part of the Tetra Tech Practice Insurance.

Named Insureds. CRA would agree that any contractor that takes responsibility for installing, repairing or operating remedial systems at the Site will be named as named

insured on the PLL Program and (2) any contractor performing work on the remedial systems at the Site will be named as named insured on the CPL Program.

V. FISCAL IMPACT

The Fiscal Impact of the Termination should generally be positive for the CRA, though there will be costs associated with the Agreement. On the plus side, the CRA will receive “control” of the Environmental Trust Account, which now has Tetra Tech as a beneficiary. That account balance is nearly \$32,000,000. However, most or all of that account will need to be dedicated for the new Financial Assurance required by the DTSC to cover the anticipated closure costs and post-closure OM&M costs. Additionally, the CRA will receive net proceeds from the AIG Commutation account of nearly \$7,000,000. However, the AIG EPP currently pays the Groundwater Collection System costs of about \$800,000 per year, and would ultimately pay the landfill gas collection system costs until 2027, if the system was fully built out. Those costs will now fully be the responsibility of the CRA. Finally, the cost structure of the Tetra Tech contract as a Risk Transfer arrangement had a very high unit cost; it is anticipated that bidding new work under a time and materials contract could present substantial cost savings, both on the installation side and ultimately on the operating side.

VI. EXHIBITS

1. Termination and Release Agreement by and between Tetra Tech, Inc. and the Carson Reclamation Authority. (pgs. 5-55)

1.

Prepared by: John S. Raymond, CRA Executive Director

TERMINATION AND RELEASE AGREEMENT

By and Between

TETRA TECH, INC.

And

CARSON RECLAMATION AUTHORITY

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EXHIBITS

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THIS TERMINATION AND RELEASE AGREEMENT (“**Agreement**”), is entered into this ____ day of October, 2016, by and between TETRA TECH, INC., a Delaware corporation having an address of 3475 East Foothill Boulevard, Pasadena, California (“**Tetra Tech**”), and CARSON RECLAMATION AUTHORITY, a California joint powers authority having an address of 701 East Carson Street, Carson, California (“**CRA**”) (each a “**Party**” and together, the “**Parties**”).

RECITALS

WHEREAS, CRA is the owner of the 157-acre parcel located at 20300 Main Street in Carson, California, commonly known as the former Cal Compact Landfill (the “**Property**”), having acquired the Property pursuant to the May 18, 2015 Settlement, Release, and Indemnity Agreement with the previous owner, Carson Marketplace, LLC.

WHEREAS, the Property had received municipal and industrial wastes from between approximately 1959 to 1964, which wastes resulted in contamination in soil and groundwater on and near the Property;

WHEREAS, on May 25, 1995, the California Environmental Protection Agency, Department of Toxic Substances Control (“**DTSC**”) issued a Remedial Action Order and Consent Order pursuant to Sections 25355.5(a)(1)(B) and 25355.5(a)(1)(C) of the California Health and Safety Code (the “**Consent Order**”), which established a schedule for removing and/or remedying such contamination;

WHEREAS, in October of 1995, pursuant to the terms of the Consent Order, the DTSC approved a Final Remedial Action Plan for the area of the Property with known contamination (the “**RAP**”);

WHEREAS, on February 4, 2004, the United States District Court for the Central District of California issued its Consent Decree Resolving Claims Against BKK Corporation in order to resolve potentially responsible parties’ alleged liability in connection with the contamination on the Property (the “**Consent Decree**”);

WHEREAS, on September 28, 2006, DTSC and Carson Marketplace LLC, the then-owner of the Property and a responsible party under the Consent Order, RAP, and Consent Decree, entered into a Compliance Framework Agreement, as amended by that certain First Amendment to Compliance Framework Agreement dated as of December 31, 2007, for the purpose of setting forth a plan for implementing the Consent Decree (the “**CFA**”);

WHEREAS, in order to complete the remedial actions required by the Consent Order, the RAP, the Consent Decree, and the CFA, Tetra Tech and Carson Marketplace LLC entered into two guaranteed fixed-price remediation agreements: (i) the Fixed Price Design and Construction Environmental Assurance Agreement, dated December 31, 2007, as amended (the “**D&C Agreement**”); and (ii) the Fixed Price Operation and Maintenance Environmental Assurance Agreement dated December 31, 2007, as amended (the “**O&M Agreement**”) (together, the “**Remediation Agreements**”);

WHEREAS, Carson Marketplace LLC purchased American International Specialty Lines Company (“**AIG**”) Clean-Up Cost Cap Insurance Policy No. EPP 7783922, effective December 31, 2007 (the “**AIG EPP Policy**”), a funded cost-cap policy that: (i) provided a financial mechanism to pay for Tetra Tech’s work in furtherance of portions of the Remediation Agreements; and (ii) served as part of the financial assurance mechanism for the Property required by DTSC;

WHEREAS, the Remediation Agreements also provide for the creation of a trust account with DTSC that provides funding for certain obligations in the RAP, runs to the benefit of DTSC, and is currently administered by Tetra Tech;

WHEREAS, pursuant to the May 18, 2015 Settlement, Release and Indemnity Agreement, the City of Carson, CRA, and Carson Marketplace LLC agreed to assign from Carson Marketplace LLC to CRA all of the rights and obligations of the Remediation Agreements;

WHEREAS, the Remediation Agreements and the AIG EPP Policy were drafted to conform to a development plan created by Carson Marketplace LLC in 2007, and as a result of changes and refinements to the development plan by Carson Marketplace LLC and CRA since that time, Tetra Tech has conducted significant work that falls outside of the scope contemplated by the Remediation Agreements and the AIG EPP Policy;

WHEREAS, the Parties agree and acknowledge that the Remediation Agreements do not conform to the development plans currently anticipated for the Property, and therefore seek to consensually terminate the Remediation Agreements in accordance with the provisions outlined in this Agreement;

WHEREAS, in connection with the termination of the Remediation Agreements, the Parties seek, upon the written consent of DTSC and Carson Marketplace, LLC, to commute the AIG EPP Policy, which commutation will result in a return of a portion of the payments initially made to AIG;

NOW THEREFORE, intending to be legally bound, the Parties hereby agree as follows:

AGREEMENT

Section 1. Recitals. The above recitals are an integral part of the Agreement and understanding of the Parties and are incorporated into this Agreement by reference.

Section 2. Definitions. As used in this Agreement, the terms defined in the Preamble and in the Recitals hereto shall have the respective meanings specified therein, and the following additional terms shall have the meanings specified:

2.1. “Building Protection Systems” means the sub-slab installation or creation, on a particular Cell (defined below) of a system designed to prevent migration of landfill gas into a building or structure, which has all of the following characteristics:

- 2.1.1. The Building Protection System is installed above the primary landfill cap liner and under, or adhered to, slabs of all buildings slated for occupancy in a particular Cell;
 - 2.1.2. The Building Protection System consists of a membrane layer, ventilation layer, gas control pipeline and monitoring system, to the extent each is required by the Los Angeles County – Department of Public Works, Environmental Programs Division;
 - 2.1.3. The design and completion of the Building Protection System are approved by the Los Angeles County – Department of Public Works, Environmental Programs Division;
 - 2.1.4. The Building Protection System is installed prior to approval by DTSC allowing for vertical construction on a particular Cell without Hazardous Waste Operations and Emergency Response (“HAZWOPER”) trained workers.
- 2.2. “Cell” means any one of the five (5) waste fill sub-areas areas located on the Property, the areas of which are more particularly described below and delineated in the map attached hereto as Schedule 2.2:
- 2.2.1. Cell 1 being on the northwest portion of the Property and bounded to the north by Del Amo Boulevard, to the west by Main Street, to the east by Cell 2, and to the south by Lenardo Drive.
 - 2.2.2. Cell 2 being along the eastern side of the Property and bounded to the north by Del Amo Boulevard, the west by Cell 1 and Lenardo Drive, the east by the 405 Freeway, and the south by Lenardo Drive.
 - 2.2.3. Cell 3 being along the western edge of the Property and bounded to the north by Lenardo Drive, the west by the Torrance Lateral, the east by Cell 4 and Cell 5, and the south by the Torrance Lateral.
 - 2.2.4. Cell 4 being in the middle of the Property and bounded to the north by Lenardo Drive, the west by Cell 3, to the east by Lenardo Drive, and the south by Cell 3 and Cell 5.
 - 2.2.5. Cell 5 being on the south side of the Property and bounded by Cell 4 to the north, Cell 3 to the west, Cell 2 to the east, and the Torrance Lateral to the south.
- 2.3. “Change Order” means a duly-executed change order from Tetra Tech to CRA for activities conducted, or to be conducted, under the Remediation Agreements. Change Orders have also been referred to as “Work Orders.”
- 2.4. “Closing” means the transfer of funds and execution of the agreements to occur on the Termination Date as set forth in Section 7 of this Agreement.

- 2.5. “Contested AIG Costs” shall have the meaning given to such term in Section 4.4.4 hereof.
- 2.6. “Cooperation Period” means the period of time between, and inclusive of, the Effective Date (defined below) and the Termination Date (defined below).
- 2.7. “Development Period” means the period:
- 2.7.1. That commences with any: (i) grading, landfill waste relocation, installation of subsurface utilities; (ii) construction of foundation and pile systems; (iii) installation of any portion of the landfill cap not already installed as of the Termination Date; (iv) installation of any portion of the landfill gas system not already installed as of the Termination Date; or (v) installation of Building Protection Systems at the Property, excluding from (i) through (v) above, however, any ministerial work conducted by CRA or its direct contractors prior to larger-scale site redevelopment and affiliated with the installation of infrastructure on the Property to be owned by CRA or the City of Carson, including without limitation, filling the Lenardo Depression and preliminary site grading for access; and
- 2.7.2. That ends upon the occurrence of either of the following:
- 2.7.2.1. If DTSC has approved a Phased Development Plan, the approval by DTSC of:
- 2.7.2.1.1 Cell-specific Health Risk Assessments (defined below) for all five (5) Cells of the Property, which DTSC approval permits vertical construction to occur on each of the five (5) Cells of the Property without HAZWOPER trained workers and confirms that all remedial systems on the applicable Cell have been installed and are operational; and
- 2.7.2.1.2 Building Protection Systems have been installed on each of the five (5) Cells of the Property; or
- 2.7.2.2. If DTSC has not approved a Phased Development Plan:
- 2.7.2.2.1 The written confirmation by DTSC that remedial systems on each of the five (5) Cells of the Property have been installed and are operational, which confirmation permits vertical construction to occur on all five (5) Cells of the Property without HAZWOPER trained workers;
- 2.7.2.2.2 Building Protection Systems have been installed on each of the five (5) Cells of the Property; and

2.7.2.2.3 Development has commenced on the last Cell of the Property such that no further development on additional undeveloped Cells, if any, is contemplated.

- 2.8. “Development PLL” shall have the meaning as set forth in Section 8.4 of this Agreement.
- 2.9. “Discharge” means the presence of or any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, seeping, or migrating of any Hazardous Material (defined below), including the abandonment or discarding of barrels, drums, tanks, and other similar containers, containing any Hazardous Material, into the indoor or outdoor environment in violation of applicable Environmental Law (defined below) or Regulatory Mandates (defined below).
- 2.10. “Effective Date” means the date as set forth in the Preamble of this Agreement.
- 2.11. “Environmental Claim” means any complaint, action, notice, order, claim, judicial or administrative proceeding or action, or other similar claims or communications from any Person (defined below) involving or alleging a violation of any Environmental Law, Regulatory Mandate, or the existence of any unsafe or hazardous condition resulting from or related to the Discharge of any Hazardous Material.
- 2.12. “Environmental Law” means any applicable federal, state or local laws, statutes, ordinances, rules, regulations, orders, now or hereafter in effect, imposing liability, establishing standards of conduct or otherwise relating to protection of the environment (including natural resources, surface water, groundwater, soils, and indoor and ambient air), health and safety, or the presence, generation, treatment, storage, disposal, Discharge or threatened Discharge, transport or handling of any Hazardous Material, including, without limitation, the RAP, the Consent Decree, and the CFA, as the same may be amended from time to time.
- 2.13. “Environmental Trust Account” means the account established for that certain “Design and Construction Trust” as that term is defined in the Trust Agreement By and Between Carson Marketplace LLC and Wells Fargo Bank, National Association, for the benefit of Tetra Tech, dated April 13, 2009, as amended on June 12, 2012 and again on May 18, 2015, and which account contains the assets listed on the statement shown in Exhibit “A.”
- 2.14. “Final Trust Payments” shall have the meaning as set forth in Section 6.1 of this Agreement.
- 2.15. “Hazardous Material” means any substance, material, element, compound, waste or chemical, whether solid, liquid or gaseous, which is defined, listed, classified or otherwise regulated under any Environmental Law, or any other such substances or conditions which create unsafe or hazardous conditions or pose any

threat to health and safety, all of which are present in amounts or concentrations sufficient to subject them to regulation under Environmental Laws.

- 2.16. “Health Risk Assessment” means a written Cell-specific risk assessment prepared by CRA or a consultant acting on its behalf, which assessment will be evaluated and approved in writing by DTSC prior to commencement of vertical development on that particular Cell, and which will address risks to construction workers, future commercial workers, occupants and customers from Hazardous Material on, at, under or migrating from, the Property as and to the extent required by DTSC.
- 2.17. “Initial Work Product Delivery Date” shall have the meaning as set forth in Section 4.2 of this Agreement.
- 2.18. “Mutual Release” shall have the meaning as set forth in Section 5.1 of this Agreement.
- 2.19. “Named Insured” shall have the meaning as set forth in Section 6.1 of this Agreement.
- 2.20. “Negotiated Commutation Amount” means the amount remaining in the Notional Commutation Account” (as set forth in the AIG EPP Policy) as of the Termination Date (defined below) plus any additional amount, if any, that AIG agrees to pay to Tetra Tech prior to the Termination Date in exchange for the commutation of the AIG EPP Policy.
- 2.21. “New CPL Policy” shall have the meaning as set forth in Section 8.2 of this Agreement.
- 2.22. “Performance Report” means the analysis and performance review to be conducted by SCS Engineers of the existing landfill gas system and the existing groundwater treatment system on the Property as of the Effective Date. The Performance Report shall be completed by SCS Engineers and issued prior to the Termination Date.
- 2.23. “Person” means an individual, a corporation, a partnership, a joint venture, a limited liability company, a trust, an unincorporated association, any governmental authority or any other entity.
- 2.24. “Phased Development Plan” means the plan, drafted by CRA or consultants acting on its behalf, to be submitted to and approved by DTSC and incorporated into the CFA, as applicable, to allow the phased development of the Property for retail, commercial, hotel and multi-family residential uses. The Phased Development Plan shall include the following: (i) a process for DTSC approval of remedial systems and vertical construction on a Cell-by-Cell basis on the Property; (ii) a process for DTSC approval of occupancy of certain Cells within the Property prior to the completion of remedial work and ultimate development of all five (5) Cells; (iii) appropriate safety and quality assurance practices to

minimize damage to any of the previous Tetra Tech work and minimize risk to future tenants, occupants, and the Property's remedial systems; and (iv) procedures and mitigation measures as and to the extent required by DTSC to address the separation of landfill gas between Cell 3 and Cell 5.

- 2.25. "Physical Product(s)" means any physical materials that are owned by CRA or Tetra Tech and are or have been in Tetra Tech's possession or control from the inception of the Remediation Agreements through the Termination Date, for which materials Tetra Tech has been compensated by any Person pursuant to the Remediation Agreements, the AIG EPP Policy or Change Orders.
- 2.26. "Priority Work Product" shall have the meaning as set forth in Section 4.2 of this Agreement.
- 2.27. "Regulatory Authority" means the United States Environmental Protection Agency, DTSC, and any other federal, state, municipal or local governmental agency or body with regulatory oversight of Hazardous Material on, under, or migrating from the Property.
- 2.28. "Regulatory Mandate" means any order, directive, or restriction imposed by a Regulatory Authority under any Environmental Law and relating to any Hazardous Material, or the prevention of any unsafe or hazardous condition resulting from or related to the Discharge of any Hazardous Material in, or, under or from the Property.
- 2.29. "Release and Commutation Agreement" shall mean the Release and Commutation Agreement referred to in Section 5.2 hereof.
- 2.30. "Renewal Development PLL" shall have the meaning as set forth in Section 8.4 of this Agreement.
- 2.31. "Renewal Predevelopment PLL" shall have the meaning as set forth in Section 8.3 of this Agreement.
- 2.32. "Renewal Stand-Alone PLL" shall have the meaning as set forth in Section 8.5 of this Agreement.
- 2.33. "Stand-Alone PLL" shall have the meaning as set forth in Section 8.5 of this Agreement.
- 2.34. "Termination" means the termination of the Remediation Agreements as contemplated by this Agreement after the satisfaction of the "Conditions Precedent to Termination" as set forth in Section 5 of this Agreement, whereupon no further obligations shall exist as between Tetra Tech and CRA with regard to the Remediation Agreements, the AIG EPP Policy, or the Property, except for those expressly stated in this Agreement.

- 2.35. "Termination Date" means the date upon which Termination and Closing occurs hereunder and CRA and Tetra Tech shall each execute the "Confirmation of Termination," a final executable version of which is attached as Exhibit "B."
- 2.36. "Tetra Tech Practice Insurance" shall have the meaning as set forth in Section 9.6 of this Agreement.
- 2.37. "Trust Assignment and Assumption Agreement" means that certain instrument effectuating the transfer of the assets in the Environmental Trust Account from Tetra Tech to CRA, which Trust Assignment and Assumption Agreement will be executed by the Parties on the Termination Date substantially in the form attached to this Agreement as Exhibit "C," provided, however, that to the extent negotiations with DTSC pursuant to Section 4.5 of this Agreement result in the amendment or restructuring of the Environmental Trust Account into another form of financial assurance acceptable to DTSC, the Parties acknowledge and agree that the form of the Trust Assignment and Assumption Agreement shall be revised so as to accommodate the requirements of DTSC, as applicable.
- 2.38. "TT Retained Liability" shall have the meaning given to such term in Section 13 hereof.
- 2.39. "Work Product" means any plans, designs, permits, figures, reports and materials data, information, drawings, conclusions, whether in electronic, hard-copy, draft, as-built, or final form, which have been drafted, analyzed, collected, compiled, researched, received, or created by Tetra Tech under the Remediation Agreements and any Change Orders. "Work Product" also includes all content on any Tetra Tech-run public websites, to the extent such content relates to the Property. Work Product shall not include any documents which are protected by the attorney-client privilege.

Section 3. Termination. Tetra Tech and CRA agree to mutually terminate the Remediation Agreements on the Termination Date pursuant to the terms of this Agreement. Upon the satisfaction of the "Conditions Precedent to Termination" as set forth in Section 5 of this Agreement, CRA and Tetra Tech shall proceed to Closing and shall execute the Confirmation of Termination in order to effectuate Termination.

Section 4. Cooperation Prior to Termination.

- 4.1. Phased Development Plan. During the Cooperation Period, Tetra Tech shall cooperate with CRA in negotiating with DTSC in an effort to obtain DTSC's approval of the Phased Development Plan, which cooperation shall include, without limitation, assisting CRA in amending the CFA, all as and to the extent requested by CRA.
 - 4.1.1. After the Effective Date, CRA or its agents or contractors may communicate directly with DTSC or any other applicable Regulatory Authority, and may coordinate such communications directly on its own behalf; provided, however, all substantive communications with a

Regulatory Authority prior to the Termination Date shall be conducted with representatives of Tetra Tech present (at least telephonically).

- 4.1.2. Tetra Tech shall be paid by CRA through a Change Order for its work under this Section 4.1; provided, however, that any payment to Tetra Tech for work under this Section 4.1 shall be limited to work actually undertaken by Tetra Tech employees and not third-parties or attorneys. A copy of the Change Order covering the work in this Section 4.1 is attached hereto as Exhibit “D.”
 - 4.1.3. After the Termination Date, Tetra Tech shall have no contractual or regulatory right or obligation to participate in the discussions between CRA and any Regulatory Authority, including without limitation, DTSC.
 - 4.1.4. CRA shall provide a copy of the Phased Development Plan to Tetra Tech for Tetra Tech’s review prior to CRA’s submission to DTSC or other Regulatory Authorities.
- 4.2. Exchange of Work Product. During the Cooperation Period, Tetra Tech shall cooperate with CRA in delivering to CRA the Work Product, as more fully described in this Section 4.2.
- 4.2.1. On or before a date that is fifteen (15) days after the Effective Date (the “**Initial Work Product Delivery Date**”), Tetra Tech shall deliver to CRA the Work Product: (i) reasonably requested by CRA on or before the Initial Work Product Delivery Date, which items are, in CRA’s reasonable judgment, required by SCS to complete the Performance Report and to confirm that the Landfill Gas System and Groundwater System are operating properly; and (ii) that Tetra Tech reasonably believes CRA and/or its consultants would require in order to effectively continue the remedial activities on the Property immediately after the Termination Date, including without limitation, as-built plans and drawings for the groundwater system and the landfill gas system and all related monitoring and extraction wells associated therewith (collectively, the “**Priority Work Product**”).
 - 4.2.2. All Work Product that is not Priority Work Product shall be delivered to CRA on or before the Termination Date. Upon Termination, CRA shall become the owner of record of the Work Product.
 - 4.2.3. All Work Product shall be delivered to CRA electronically or on a portable computer hard drive. To the extent that Tetra Tech has Work Product files in machine readable and editable form, such files will be included in their original format in the electronic or hard drive transfer.
 - 4.2.4. After the Termination Date, Tetra Tech shall have no obligation to make Work Product available to CRA without appropriate cost reimbursement for the same. Tetra Tech or an affiliate with access to Tetra Tech’s records

shall remain obligated to make Work Product available to CRA upon request and execution of a contract providing for compensation based on Tetra Tech's (or its affiliate's) then current rate schedule. Tetra Tech's current rate schedule, valid through December 31, 2017, is attached as Exhibit E.

- 4.2.5. Tetra Tech shall not be entitled to submit to CRA a Change Order for its work during the Cooperation Period under this Section 4.2.
- 4.3. Performance Report. During the Cooperation Period, Tetra Tech will make all reasonable efforts to assist SCS Engineers in obtaining, organizing, reviewing and understanding available Work Product in order for SCS Engineers to complete the Performance Report. Such efforts include substantively responding to any reasonable requests by SCS Engineers for information related to Tetra Tech's services pursuant to the Remediation Agreements.
 - 4.3.1. Tetra Tech shall have the right to review a draft of the Performance Report and to meet and confer with SCS Engineers before the Performance Report is finalized and issued to CRA.
 - 4.3.2. Tetra Tech shall be entitled to submit to CRA a Change Order for its work under this Section 4.3 as part of the project transitioning effort requested by the CRA. A copy of the Change Order covering the work in this Section 4.3 is attached hereto as Exhibit "D."
 - 4.4. AIG EPP Policy Commutation. During the Cooperation Period, Tetra Tech and CRA shall cooperate in negotiating with AIG regarding commutation of the AIG EPP Policy. Tetra Tech and CRA shall seek a return of premium to Tetra Tech that exceeds the amount remaining in the Notional Commutation Account as of the Termination Date.
 - 4.4.1. Within ten (10) days of the Effective Date, Tetra Tech shall calculate the estimated portion of premium paid to AIG for the AIG EPP Policy that was not funded into the Notional Commutation Account at the inception of the AIG EPP Policy and provide the premium calculation and related back-up documentation for the same to CRA.
 - 4.4.2. During the Cooperation Period, all substantive communications with AIG regarding commutation of the AIG EPP Policy shall be conducted with representatives of both CRA and Tetra Tech present (at least telephonically).
 - 4.4.3. Tetra Tech shall be paid by CRA through a Change Order for its work under this Section 4.4, provided, however, CRA shall not be obligated to pay, via a Change Order or otherwise, in connection with the commutation of the AIG EPP Policy, any (i) brokerage commissions or fees for third party consultants, or (ii) any fees of third party attorneys or consultants in

excess of \$7,500. A copy of the Change Order covering the work in this Section 4.4 is attached hereto as Exhibit “D.”

4.4.4. AIG Coverage Denial. In the event that, prior to the Termination Date, AIG contests coverage for any costs previously paid by AIG during calendar year 2015 or 2016 under Exclusion II.J (Unreasonable Delay or Acceleration) or II.O (Change in Use from Intended Use) of the AIG EPP Policy (the “Contested AIG Costs”), Tetra Tech shall immediately provide written notice thereof to CRA and thereafter, all communications with AIG pertaining to such Contested AIG Costs shall include representatives of both CRA and Tetra Tech, and Tetra Tech shall use its best efforts to provide reasonable advance notice to CRA of any scheduled AIG meetings or teleconferences. In the event that AIG denies coverage and refuses to pay for any Contested AIG Costs, Tetra Tech shall be entitled to a Change Order under the D&C Agreement in the amount of the Contested AIG Costs denied by AIG through and including the Termination Date.

4.5. Financial Assurance Substitution. During the Cooperation Period, Tetra Tech shall cooperate with CRA in its negotiation with DTSC: (i) for DTSC’s consent to commute the AIG EPP Policy; (ii) in the discussions with DTSC of the new form and amount of the financial assurance required to be maintained by the CRA after the Termination Date; and (iii) to minimize the amount DTSC may require for such new financial assurance.

4.5.1. During the Cooperation Period, CRA or its agents or contractors may communicate directly with DTSC or any other applicable Regulatory Authority, and may coordinate such communications directly on its own behalf; provided, however, all substantive communications with a Regulatory Authority prior to the Termination Date shall be conducted with representatives of Tetra Tech present (at least telephonically).

4.5.2. Tetra Tech shall be paid by CRA through a Change Order for its work under this Section 4.5. A copy of the Change Order covering the work in this Section 4.5 is attached hereto as Exhibit “D.”

4.6. Environmental Trust Account. During the Cooperation Period, Tetra Tech shall cooperate with CRA in assigning Tetra Tech’s rights and obligations under the Environmental Trust Account to CRA or its designee. Tetra Tech shall be paid by CRA through a Change Order for its work under this Section 4.6, a copy of which is attached hereto as Exhibit “D.”

Section 5. Conditions Precedent to Termination. The following acts and deliveries shall be conditions precedent to the Closing and the Termination contemplated by this Agreement.

5.1. Execution of the Mutual Release. The CRA, the City of Carson, and Tetra Tech shall each execute the “Mutual Release” in the form attached hereto as Exhibit

“F,” which Mutual Release shall provide for the release by each Party and the City of Carson of all claims, demands, losses, causes of action, damages and expenses of any kind or manner now existing or hereafter arising out of the Remediation Agreements, except for the TT Retained Liability.

- 5.2. Release Agreement for AIG EPP Policy Commutation. DTSC, Tetra Tech, and CRA shall each execute a Release and Commutation Agreement setting forth the requirements for commutation of the AIG EPP Policy. Such Release and Commutation Agreement shall be substantially similar in form and substance to the Release and Commutation Agreement set forth in Exhibit “G.”
- 5.3. Assignment of the Environmental Trust Account to CRA. Subject to Section 6.1, CRA and Tetra Tech shall each execute the Trust Assignment and Assumption Agreement; and DTSC shall have provided its written consent to the transfer of the assets in the Environmental Trust Account to CRA pursuant to the Trust Assignment and Assumption Agreement or any restructured financial assurance mechanism, acceptable to DTSC, utilizing the funds therein.
- 5.4. Inventory and Transfer of Physical Products. Tetra Tech shall provide to CRA a complete written inventory, including a description and location, of all Physical Products, which inventory is reasonably acceptable to CRA in form and substance, and Tetra Tech shall convey the same to CRA at Closing on the Termination Date. A copy of the Bill of Sale covering the conveyance to CRA of such Physical Products is attached hereto as Exhibit “H.”
- 5.5. Delivery of Work Product. Tetra Tech shall transfer, assign and deliver to CRA the Work Product pursuant to Section 4.2. A copy of the Assignment of Contracts, Licenses, Permits and General Intangibles covering the transfer of the Work Product and other general intangibles associated with the operation of the Property is attached hereto as Exhibit “I.”
- 5.6. Completion of Performance Report. CRA shall have obtained from SCS the final Performance Report.

Section 6. Termination and Post-Termination Payments.

- 6.1. No later than fifteen (15) days after the Effective Date, CRA shall execute any consents or authorizations necessary to permit Tetra Tech to requisition funds from the Environmental Trust Account, and shall jointly instruct the Trustee of the Environmental Trust Account to wire the following payments to Tetra Tech: (a) \$242,592 to Tetra Tech for demobilization on account of “Trust Payment Milestone 9.e”; (b) \$347,000 to Tetra Tech for initial rough grading of Cell 1 to near building pad elevations; and (c) \$110,000 to Tetra Tech on account of Tetra Tech’s purchase of landfill gas collection pipe purchased and stored on the Property (together the “**Final Trust Payments**”). Receipt by Tetra Tech of the Final Trust Payments shall be a condition precedent for the assignment of the Environmental Trust Account.

- 6.2. AIG EPP Policy Commutation. After full execution and delivery by Tetra Tech, CRA, Carson Marketplace, LLC and DTSC of the Release and Commutation Agreement, Tetra Tech shall receive from AIG the Negotiated Commutation Amount pursuant to its status as the “Named Insured” under the AIG EPP Policy. On the Termination Date, Tetra Tech shall apply and distribute the Negotiated Commutation Amount in the following order of priority:
- 6.2.1. First, to CRA, an amount equal to ninety-five percent (95%) of any Change Order for Contested AIG Costs to the extent paid by CRA to Tetra Tech prior to the Termination Date, as applicable;
 - 6.2.2. Then, to Tetra Tech an amount equal to fifty percent (50%) of the difference between (i) the balance of the Notional Commutation Account under the AIG EPP Policy as of the date that AIG executes and delivers the fully executed Release and Commutation Agreement to Tetra Tech; and (ii) the Negotiated Commutation Amount;
 - 6.2.3. Then, to Tetra Tech, all amounts due and payable to Tetra Tech under the Change Orders listed in Section 6.3 hereof on account of periods through and including the Termination Date;
 - 6.2.4. Then, to Tetra Tech, an amount equal to \$3,950,000; and
 - 6.2.5. Then, any remaining amounts to CRA.
- 6.3. Termination Date Change Order Payments. On the Termination Date, CRA will pay Tetra Tech all amounts due and payable through the Termination Date under the Change Orders attached hereto as Exhibit “D,” plus, as applicable, any amounts due through the Termination Date under a separate Change Order to be executed during the Cooperation Period (if and to the extent requested and agreed to by CRA) on account of Tetra Tech’s efforts to facilitate termination and transitioning efforts, including facilitating CRA’s or its consultant’s taking over of the operation and maintenance of the landfill gas treatment system and the groundwater treatment system.
- 6.4. Post-Termination Date Change Order Payments. On or before a date that is sixty (60) days after the Termination Date, Tetra Tech shall submit to CRA final invoices for all work authorized by CRA and performed by Tetra Tech under Change Orders but not otherwise paid by CRA or AIG, as applicable, on the Termination Date. Such amounts shall include, without limitation, any final Tetra Tech invoices on account of work performed and billed to the AIG EPP Policy during the Cooperation Period (excluding Contested AIG Costs to the extent paid by CRA to Tetra Tech) and not paid by AIG as of the Termination Date. For purposes of the payments to be made under this Section 6.4, Section XI and XIII of the D&C Agreement and O&M Agreement, respectively, shall expressly survive Termination until such amounts have been duly paid to Tetra Tech or otherwise found not to be due and payable thereunder.

Section 7. Closing and Delivery.

- 7.1. Notice of Closing. Tetra Tech shall provide written notice to CRA of Tetra Tech's receipt of the Negotiated Commutation Amount. The Closing shall occur on a date mutually agreed to by CRA and Tetra Tech but in no event more than five (5) business days after Tetra Tech provides the aforesaid notice.
- 7.2. Closing Statement and Payment. At the Closing on the Termination Date, the Parties shall execute a Closing statement evidencing the payments, credits and charges to be paid upon Termination, as more fully described in this Agreement.
- 7.3. Confirmation of Termination. On the Termination Date, the Parties shall execute the Confirmation of Termination, attached as Exhibit "B" to this Agreement.
- 7.4. Trust Assignment and Assumption Agreement. On the Termination Date, the Parties shall execute the Trust Assignment and Assumption Agreement, attached as Exhibit "C" to this Agreement.
- 7.5. Mutual Release. On the Termination Date, the Parties shall execute the Mutual Release, attached as Exhibit "F" to this Agreement.
- 7.6. Bill of Sale. On the Termination Date, the Parties shall execute the Bill of Sale and Assignment attached as Exhibit "H" to this Agreement.
- 7.7. Assignment of Contracts, Licenses, Permits and General Intangibles. On the Termination Date, the Parties shall execute the Assignment of Contracts, Licenses, Permits and General Intangibles, attached as Exhibit "I" to this Agreement.

Section 8. Insurance Requirements. This Section 8 shall expressly survive the Termination Date.

- 8.1. Ace CPL Policy. Tetra Tech shall remain a "Named Insured" under Contractors Pollution Liability II Insurance Policy No. G2390164A 001, issued by Illinois Union Insurance Company with limits of liability of Twenty Five Million Dollars (\$25,000,000) per incident and Fifty Million Dollars (\$50,000,000) in the aggregate (the "**Ace CPL Policy**"), until the Ace CPL Policy expires on December 21, 2016.
- 8.2. New CPL Policy. Upon the expiration of the Ace CPL Policy, CRA shall obtain a new contractors pollution liability policy with terms substantially similar to those contained in the Ace CPL Policy (the "**New CPL Policy**"), which New CPL Policy shall have a limit of liability of at least Twenty Five Million Dollars (\$25,000,000) per incident and in the aggregate and a term of at least two (2) years and shall name Tetra Tech as a Named Insured, subject to the same conditions and limitations applicable to Tetra Tech in the Ace CPL Policy, provided that the insurer providing the New CPL Policy coverage deems Tetra Tech to have a sufficient insurable interest to maintain such Named Insured

status. Upon the expiration of the New CPL Policy, CRA shall use its best efforts (subject only to pollution insurance market conditions) to maintain site-specific contractors pollution liability coverage with a limit of liability of at least Twenty Five Million Dollars (\$25,000,000) per incident and in the aggregate through and including the end of the Development Period, which coverage shall (to the extent permitted by the insurer) name Tetra Tech as a Named Insured subject to the same conditions and limitations applicable to Tetra Tech in the Ace CPL Policy.

- 8.3. Predevelopment PLL. CRA has obtained a policy of pollution liability insurance Beazley Elements Consortium, Consortium No. 9664, ECLIPSE No. F00370022015 (the “**Predevelopment PLL**”) to replace Indian Harbor Insurance Company PARLL Policy No. PEC0021227 (the “**PARLL Policy**”). The Predevelopment PLL has a limit of liability of Twenty Five Million Dollars (\$25,000,000) per incident and in the aggregate, subject to a self-insured retention (“SIR”) of Two Hundred and Fifty Thousand Dollars (\$250,000), contains a term of five (5) years, and names Tetra Tech as an additional insured. Tetra Tech has reviewed and approved the Predevelopment PLL insurance binder. The Predevelopment PLL shall not be cancelled or terminated by CRA, except in connection with the placement of the Development PLL (defined below). In the event that the Predevelopment PLL expires prior to the commencement of the Development Period, CRA shall obtain, at its sole cost and expense and subject only to pollution insurance market conditions, a new policy of pollution liability insurance having substantially the same coverage terms as the Predevelopment PLL with a limit of liability of at least Twenty Five Million Dollars (\$25,000,000) per incident and in the aggregate and an SIR of an amount no greater than Two Hundred and Fifty Thousand Dollars (\$250,000) per incident (the “**Renewal Predevelopment PLL**”). Tetra Tech shall be an additional insured on the Renewal Predevelopment PLL.
- 8.4. Development PLL. Prior to the beginning of the Development Period, CRA shall replace the Predevelopment PLL (or Renewal Predevelopment PLL, if applicable) with one or more new policies of pollution insurance designed to support CRA’s phased development plan for the site (the “**Development PLL**”). The Development PLL shall contain coverage terms substantially similar to the Predevelopment PLL (subject only to pollution market conditions), a limit of at least One Hundred Million Dollars (\$100,000,000) per incident and in the aggregate, an SIR applicable to CRA no greater than Five Hundred Thousand Dollars (\$500,000) per incident, and a term of ten (10) years (or as long as is commercially available for such coverage terms at the time of its policy inception). Tetra Tech shall be an additional insured on the Development PLL. CRA shall not cancel or terminate the Development PLL without the prior written consent of Tetra Tech. In the event that the Development PLL expires prior to the end of the Development Period, CRA shall obtain, at its sole cost and expense and subject only to pollution insurance market conditions, a new policy of pollution liability insurance having substantially the same coverage terms as the Development PLL with a limit of liability of at least Thirty Five Million Dollars (\$35,000,000) per incident and in the aggregate and an SIR applicable to CRA no

greater than Five Hundred Thousand Dollars (\$500,000) per incident (the “**Renewal Development PLL**”). Tetra Tech shall be an additional insured on the Renewal Development PLL. The Development PLL and any Renewal Development PLL policy shall be endorsed to provide a 30-day notice to Tetra Tech in the event of policy cancellation by the insurer.

- 8.5. Stand-Alone PLL. On the Termination Date, CRA shall obtain and bind, at its sole cost and expense for the benefit of Tetra Tech, a separate pollution legal liability policy covering the Property that contains coverage for third party bodily injury and property damage arising out of pollution conditions on, at, under or migrating from the Property, which policy shall have a limit of liability of Ten Million Dollars (\$10,000,000) per incident and in the aggregate and a term of ten (10) years (the “**Stand-Alone PLL**”) and an SIR no greater than Two Hundred and Fifty Thousand Dollars (\$250,000) per incident. Tetra Tech shall be the only Named Insured on the Stand-Alone PLL. In the event that the Stand-Alone PLL expires prior to the end of the Development Period, CRA shall obtain, at its sole cost and expense, upon Tetra Tech’s request, and subject only to pollution insurance market conditions, a new policy of pollution liability insurance having substantially the same coverage terms as the Stand-Alone PLL with a limit of liability of at least Ten Million Dollars (\$10,000,000) per incident and in the aggregate and an SIR no greater than Two Hundred and Fifty Thousand Dollars (\$250,000) per incident (the “**Renewal Stand-Alone PLL**”). Tetra Tech shall be the only Named Insured on the Renewal Stand-Alone PLL.
- 8.6. Claim Priority. For any claims made under the insurance policies discussed in this Section 8, such policies shall be considered primary insurance; provided, however, that the Stand-Alone PLL and Renewal Stand-Alone PLL shall provide coverage excess of the Ace CPL Policy, the New CPL Policy, the Predevelopment PLL, the Renewal Predevelopment PLL, the Development PLL and the Renewal Development PLL, as applicable. The Tetra Tech Practice Insurance (defined below) coverage shall at all times be excess to the Stand-Alone PLL, the Renewal Stand-Alone PLL, the Ace CPL Policy, the New CPL Policy, the Predevelopment PLL, the Renewal Predevelopment PLL, the Development PLL and the Renewal Development PLL, as applicable.

Section 9. Ongoing Covenants and Obligations. This Section 9 shall expressly survive the Termination Date.

- 9.1. Beginning on the Termination Date and continuing until the end of the Development Period, CRA shall require any parties conducting work on the Property for or on behalf of CRA or for any developer or third party under contract with CRA, to provide CRA with a certificate of insurance evidencing commercial general liability and workers compensation coverage and including a waiver of subrogation rights against both CRA and Tetra Tech.
- 9.2. CRA shall cause any affiliated or successor agencies, municipalities or entities to comply by the terms of this Agreement.

- 9.3. Beginning on the Effective Date, CRA shall use commercially reasonable efforts to ensure that contracts and agreements executed by CRA with third parties for work involving the installation or operation of the remedial systems on the Property shall provide reasonable notice to CRA's counterparties that neither they nor CRA may rely on Tetra Tech's designs in any way in connection with the performance of their work.
- 9.4. On or before January 31 and July 31 of each calendar year during the term of the Development PLL or Renewal Development PLL, as applicable, CRA shall provide to Tetra Tech: (i) a full copy of the Development PLL or Renewal Development PLL, as applicable, together with all policy endorsements; (ii) if not contained therein, a list of all Named Insureds on the Development PLL or Renewal Development PLL, as applicable; and (iii) a summary of any pending and paid claims made against the Development PLL or Renewal Development PLL, as applicable.
- 9.5. Beginning on the Termination Date and continuing until the end of the Development Period, CRA shall: (i) include all parties that contract with CRA to develop Cells on the Property as a Named Insured on the Predevelopment PLL, Development PLL or Renewal Development PLL, as applicable; and (ii) include all parties that perform construction or maintenance work on the remedial systems at the Property on behalf of CRA or its developer counterparties as additional Named Insureds on the Ace CPL Policy or the New CPL Policy, as applicable, subject only to the same conditions and limitations that currently apply to Tetra Tech as a "Named Insured" on the Ace CPL Policy.
- 9.6. Upon the request of CRA at any time through and including a date that is seven (7) years after the Termination Date, Tetra Tech shall provide CRA with evidence of Commercial General Liability, Professional Liability/Errors and Omissions and Contractors Pollution coverage with limits of liability of at least Two Million Five Hundred Thousand Dollars (\$2,500,000) per incident and in the aggregate, which coverages shall be separate and distinct from the policies listed in Section 8 of this Agreement (the "**Tetra Tech Practice Insurance**"). Tetra Tech shall name CRA as an additional insured on the Commercial General Liability policy that is maintained by Tetra Tech as part of the Tetra Tech Practice Insurance.

Section 10. Representations and Warranties.

- 10.1. Tetra Tech. Tetra Tech hereby represents and warrants to CRA, as follows as of the Effective Date and the Termination Date.
 - 10.1.1. Organization. Tetra Tech is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization.
 - 10.1.2. Authority. Tetra Tech has all requisite corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder. Tetra Tech has taken all corporate actions or proceedings

required to be taken by or on the part of Tetra Tech to authorize and permit the execution and delivery by Tetra Tech of this Agreement and the performance by Tetra Tech of its obligations hereunder. This Agreement constitutes the legal, valid and binding obligation of Tetra Tech, enforceable against Tetra Tech in accordance with its terms.

- 10.1.3. Environmental Claims. Except with respect to the ongoing work conducted by Tetra Tech under the Remediation Agreements, no Environmental Claim has been asserted against Tetra Tech, or, to Tetra Tech's knowledge, anyone with whom it has contracted for services in connection with the implementation of the Remediation Agreements. Except with respect to ongoing work conducted by Tetra Tech under the Remediation Agreements, Tetra Tech has no knowledge of any threatened or pending Environmental Claim with regard to the Property or any facility that may have received Hazardous Material originating from the Property.
- 10.1.4. Compliance with Laws. During the period of Tetra Tech's operations on the Property, Tetra Tech, to the best of its knowledge, has complied with Environmental Laws and all Regulatory Mandates during the term of the Remediation Agreements. Tetra Tech holds, and has held at all times during the term of the Remediation Agreements, all licenses, permits and approvals required by any Regulatory Authority in connection with the performance of its work under the Remediation Agreements.
- 10.1.5. No Liens on Physical Product or Work Product. Tetra has no knowledge of any actual, pending or threatened liens, easements, encumbrances, restrictions or other encumbrances on or against the Work Product or the Physical Products. No agent or subcontractor has provided notice to Tetra Tech of any such liens or encumbrances or their intent to file a lien or encumbrance on the Physical Product or Work Product.
- 10.1.6. No Violation or Approval. Other than as expressly set forth on Schedule 10.1.6 to this Agreement, the execution, delivery and performance by Tetra Tech of this Agreement will not require: (i) the consent, waiver, approval, order or authorization of, or filing with, any Regulatory Authority; or (ii) result in a breach, violation or termination of, or acceleration of obligations under, or default under, or require the consent of any third party under, any license, permit or contract to which Tetra Tech is a party or Regulatory Mandate to which Tetra Tech is subject. [TT TO PROVIDE LANGUAGE AND SCHEDULE]
- 10.2. CRA. CRA hereby represents and warrants to Tetra Tech, as follows as of the Effective Date and the Termination Date:

- 10.2.1. Organization. CRA is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization.
- 10.2.2. Authority. CRA has all requisite corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder. CRA has taken all corporate actions or proceedings required to be taken by or on the part of CRA to authorize and permit the execution and delivery by CRA of this Agreement and the performance by CRA of its obligations hereunder. This Agreement constitutes the legal, valid and binding obligation of CRA, enforceable against CRA in accordance with its terms.
- 10.2.3. Environmental Claims. To the best knowledge of CRA, CRA has received no written notice of any Environmental Claim relating to the Property. CRA has no knowledge of any threatened or pending Environmental Claim with regard to the Property or any facility that may have received Hazardous Material from the Property.
- 10.2.4. Compliance with Laws. To CRA's knowledge, during the period of CRA's ownership of the Property, CRA has complied with all Environmental Laws and Regulatory Mandates.
- 10.2.5. No Violation or Approval. Other than as expressly set forth on Schedule 10.2.5 of this Agreement, the execution, delivery and performance by CRA of this Agreement will not require: (i) the consent, waiver, approval, order or authorization of, or filing with, any Regulatory Authority; or (ii) result in a breach, violation or termination of, or acceleration of obligations under, or default under, or require the consent of any third party under, any license, permit or contract to which CRA is a party or Regulatory Mandate to which CRA is subject. [TT TO PROVIDE LANGUAGE]

Section 11. Default. If either Party breaches or defaults on its obligations of this Agreement, such breaching or defaulting Party shall have thirty (30) days after notice thereof by the non-breaching Party to cure such default or breach; provided that if such default or breach reasonably requires longer than thirty (30) days to cure, the defaulting or breaching Party shall be permitted additional time to cure such default, so long as the breaching Party commences a cure within such time and diligently and continuously prosecutes the cure of the breach or default to completion within ninety (90) days of the date that the cure first commenced.

Section 12. Dispute Resolution. Disputes arising under this Agreement shall be resolved as follows:

- 12.1. Prevention of Claims/Meet and Confer. The Parties agree that they share an interest in preventing misunderstandings that could become claims against one another under this Agreement. The Parties agree to attempt to identify and discuss in advance in good faith any areas of potential misunderstanding that

could lead to a dispute. If either party identifies an issue of disagreement, the parties agree to engage in a face-to-face or immediate telephonic discussion of the matter within five (5) calendar days of the initial request. Survival. This Section 12 shall expressly survive the Termination Date.

Section 13. Release. Notwithstanding the execution and delivery of the Mutual Release executed at Closing on the Termination Date, Tetra Tech shall remain liable to CRA for claims made against CRA resulting from or arising out of Tetra Tech's errors and omissions and all other professional liability claims arising out of work performed by Tetra Tech under the Remediation Agreements; provided, however, (A) Tetra Tech's liability under this Section 13 shall be capped at and shall not exceed \$2,500,000 in the aggregate; and (B) Tetra Tech's liability under this Section 13 shall be excess of the Ace CPL Policy, the New CPL Policy, the Predevelopment PLL Policy, the Renewal Predevelopment PLL Policy, the Development PLL Policy and the Renewal Development PLL Policy, as and to the extent such policies provide coverage for any such claims, including without limitation, defense costs or loss (the "**TT Retained Liability**"). Tetra Tech shall name CRA as an additional insured on the Commercial General Liability policy that is maintained by Tetra Tech as part of the Tetra Tech Practice Insurance.

Section 14. Notices. All notices, demands, or other communications under this Agreement shall be in writing and shall be delivered to the appropriate party at the address set forth below (subject to change from time to time by written notice to all other parties to this Agreement). All notices, demands or other communications shall be considered as properly given if sent by electronic mail and overnight express mail or overnight commercial courier service, charges prepaid. Notices so sent shall be deemed effective one (1) business day after mailing or electronic delivery. For purposes of notice, the address of the parties shall be:For CRA:

John S. Raymond
Director of Community Development
City of Carson, California
701 E. Carson Street
Carson, CA 90745
Telephone: (310) 952-1773
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with a copy to:

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For Tetra Tech:

Gary W. Keyes, PE
Vice President
Tetra Tech, Inc.
1999 Harrison Street, Suite 500
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Telephone: (510) 302-6300
Email: gary.keyes@tetratech.com

with a copy to:

Brian G. Friel, Esq.
Miller Friel, PLLC
1200 New Hampshire Ave, NW
Suite 800
Washington, DC 20036
Telephone: (202) 760-3162
Fax: (202) 459-9537
Email: frielb@millerfriel.com

Section 15. Miscellaneous.

- 15.1. No Waiver. No delay or omission by either Party to exercise any right under this Agreement shall impair any such right nor shall it be construed to be a waiver thereof. No waiver of any single breach or default under this Agreement shall be deemed a waiver of any other breach or default. Any waiver, consent or approval pursuant to this Agreement must be in writing to be effective.
- 15.2. Invalid Provisions. A determination that any provision of this Agreement is unenforceable or invalid shall not affect the enforceability or validity of any other provision and a determination that the application of any provision of this Agreement to any Person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to other Persons or circumstances.
- 15.3. Construction. Whenever in this Agreement the singular number is used, the same shall include plural where appropriate, and vice versa; and words of any gender in this Agreement shall include each other gender where appropriate. The headings in this Agreement are for convenience only and shall be disregarded in the

interpretation hereof. The words “include” and “including” shall be interpreted as if followed by the words “without limitation.”

- 15.4. Counterparts; Modification. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes and all of which constitute, collectively, one agreement. This Agreement may be amended only by an instrument in writing intended for that purpose executed jointly by an authorized representative of each party hereto.
- 15.5. Further Assurances. Either Party shall execute and deliver any instruments or documents reasonably requested by the other Party after the Termination Date to evidence the Termination, the transfers and conveyances contemplated by this Agreement and/or to otherwise provide for the proper and intended implementation of this Agreement.
- 15.6. Governing Law; Venue. This Agreement shall be governed and construed in accordance with the laws of the State of California, without regard to conflict of law principals. The Parties hereby acknowledge and agree that any claims or causes of action arising out of this Agreement shall be resolved exclusively in the state and federal courts situated in the State of California and County of Los Angeles.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Tetra Tech and CRA have executed this Termination and Release Agreement on this ____ day of _____, 2016.

CARSON RECLAMATION AUTHORITY:

By: _____

Name: _____

Title: _____

TETRA TECH, INC.:

By: _____

Name: _____

Title: _____

Exhibit A

Statement of the Environmental Trust Account

Exhibit B
Confirmation of Termination

Confirmation of Termination

THIS CONFIRMATION OF TERMINATION (“**Confirmation**”) is entered into this ____ day of _____, 201__, by and between TETRA TECH, INC., a Delaware corporation having an address of 3475 East Foothill Boulevard, Pasadena, California (“**Tetra Tech**”), and CARSON RECLAMATION AUTHORITY, a California joint powers authority having an address of 701 East Carson Street, Carson, California (“**CRA**”).

RECITALS

WHEREAS, CRA and Tetra Tech were counterparties to two agreements relating to remedial activities on the Property: the Fixed Price Design and Construction Environmental Assurance Agreement, dated December 31, 2007, as amended; and the Fixed Price Operation and Maintenance Environmental Assurance Agreement dated December 31, 2007, as amended (together, the “**Remediation Agreements**”);

WHEREAS, on October ____, 2016, CRA and Tetra Tech entered into the Termination and Release Agreement, which set forth the desire of, and the process for, terminating the Remediation Agreements (the “**Termination and Release Agreement**”);

WHEREAS, Section 5 of the Termination and Release Agreement contained certain conditions precedent to “Termination” (as defined in the Termination and Release Agreement);

WHEREAS, pursuant to Section 3 of the Termination and Release Agreement, CRA and Tetra Tech are required to acknowledge, by executing this Confirmation, that such conditions have been satisfied;

NOW THEREFORE, intending to be legally bound, Tetra Tech and CRA hereby agree as follows:

AGREEMENT

1. Recitals; Defined Terms. The above recitals are an integral part of the agreement and understanding of the Parties and are incorporated into this Agreement. Capitalized terms not otherwise defined herein shall have the meanings given to them in the Termination and Release Agreement.
2. Incorporation. This Confirmation incorporates herein the definitions of the Termination and Release Agreement.
3. Confirmation. CRA and Tetra Tech agree that all of the “Conditions Precedent to Termination” as set forth in Section 5 of the Termination and Release Agreement have been satisfied. The Termination Date shall be deemed to be the date of this Confirmation and the Remediation Agreements are hereby terminated and of no further force and effect.

IN WITNESS WHEREOF, Tetra Tech and CRA have executed this Termination and Release Agreement on this ___ day of _____, 2016.

CARSON RECLAMATION AUTHORITY:

By: _____

Name: _____

Title: _____

TETRA TECH, INC.:

By: _____

Name: _____

Title: _____

Exhibit C

Trust Assignment and Assumption Agreement

TRUST ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS TRUST ASSIGNMENT AND ASSUMPTION AGREEMENT (“**Agreement**”), is entered into this ____ day of October, 2016, among TETRA TECH, INC., a Delaware corporation (“**Tetra Tech**”), CARSON RECLAMATION AUTHORITY, a California joint powers authority (“**CRA**”), _____, a _____ (“**CRA Trust Manager**”) and WELLS FARGO BANK, NATIONAL ASSOCIATION, a Delaware corporation (“**Trustee**”)

WHEREAS, CRA is the owner of the 157-acre parcel located at 20300 Main Street in Carson, California, commonly known as the former Cal Compact Landfill (the “**Property**”), having acquired the Property pursuant to the May 18, 2015 Settlement, Release, and Indemnity Agreement with the previous owner, Carson Marketplace, LLC.

WHEREAS, the Property had received municipal and industrial wastes from between approximately 1959 to 1964, which wastes resulted in contamination in soil and groundwater on and near the Property;

WHEREAS, on May 25, 1995, the California Environmental Protection Agency, Department of Toxic Substances Control (“**DTSC**”) issued a Remedial Action Order and Consent Order pursuant to Sections 25355.5(a)(1)(B) and 25355.5(a)(1)(C) of the California Health and Safety Code (the “**Consent Order**”), which established a schedule for removing and remedying such contamination;

WHEREAS, in October of 1995, pursuant to the terms of the Consent Order, the DTSC approved a Final Remedial Action Plan for the area of the Property with known contamination (the “**RAP**”);

WHEREAS, on February 4, 2004, the United States District Court for the Central District of California issued its Consent Decree Resolving Claims Against BKK Corporation in order to resolve potentially responsible parties’ alleged liability in connection with the contamination on the Property (the “**Consent Decree**”);

WHEREAS, on September 28, 2006, DTSC and Carson Marketplace LLC, the then-owner of the Property and a responsible party under the Consent Order, RAP, and Consent Decree, entered into a Compliance Framework Agreement, as amended by that certain First Amendment to Compliance Framework Agreement dated as of December 31, 2007, for the purpose of setting forth a plan for implementing the Consent Decree (the “**CFA**”);

WHEREAS, in order to complete the remedial actions required by the Consent Order, the Consent Decree, and the CFA, Tetra Tech and Carson Marketplace LLC entered into two guaranteed fixed-price remediation agreements: (i) the Fixed Price Design and Construction Environmental Assurance Agreement, dated December 31, 2007, as amended (the “**D&C Agreement**”); and (ii) the Fixed Price Operation and Maintenance Environmental Assurance Agreement dated December 31, 2007, as amended (the “**O&M Agreement**”) (together, the “**Remediation Agreements**”);

WHEREAS, on August 13, 2009, the Design and Construction Trust (the “**Trust**”) was established pursuant to that certain Trust Agreement by and between Carson Marketplace LLC

(as the grantor), Tetra Tech (as the beneficiary) and Wells Fargo Bank, National Association (as the trustee), as amended (the “**Trust Agreement**”), to satisfy the funding obligations under the Consent Decree and the CFA, and to fulfill obligation of the Remediation Agreements;

WHEREAS, on May 18, 2015 pursuant to that certain Second Amendment to Carson Marketplace Design and Construction EAA Trust Agreement, Carson Marketplace LLC granted, transferred, conveyed, assigned, and delegated to CRA, and CRA accepted, all of the rights and interests of Carson Marketplace LLC in, to and under the Trust Agreement;

WHEREAS, the Trustee has disbursed the Trust proceeds to Tetra Tech from time to time in accordance with the terms and provisions of the Trust Agreement;

WHEREAS, Tetra Tech and CRA have entered into a Termination and Release Agreement, dated _____, 2016 (“**Termination Agreement**”), whereby under the Remediation Agreements shall terminate and be of no further force and effect upon “Termination” (as that term is defined in the Termination Agreement);

WHEREAS, Tetra Tech and CRA therefore seek to transfer Tetra Tech’s rights under the Trust Agreement to CRA or its designee(s) (the “**Transferee**”);

NOW THEREFORE, intending to be legally bound, the Parties hereby agree as follows:

AGREEMENT

1. Assignment. For good and valuable consideration, the receipt of which is hereby acknowledged, Tetra Tech does hereby transfer, convey and assign to Transferee all of Tetra Tech’s right, title and interest in and to the Trust, the proceeds thereof and the Trust Agreement to CRA Trust Manager.
2. Acceptance. CRA hereby agrees and consents to the assignment described in Section 1 above. CRA Trust Manager hereby accepts the assignment made by Tetra Tech above, and, in consideration of such assignment, hereby assumes and agrees to perform and observe all the covenants, agreements and obligations on the part of Tetra Tech to be performed and observed in respect of the Trust from and after the date hereof.
3. Acknowledgement and Agreement. Trustee acknowledges and agrees to the assignment to and assumption by Transferee of all of the rights and interests of Tetra Tech in, to and under the Trust Agreement as amended.
4. Representative Authority. Each undersigned representative of the parties to this Agreement certifies that she or he is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind the respective party to this Agreement
5. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but such counterparts shall together constitute one and the same document.

[SIGNATURES ON NEXT PAGE]

In witness hereof, Trustee, CRA, and Tetra Tech have caused this TRUST ASSIGNMENT AND ASSUMPTION AGREEMENT to be executed as of this ____ day of _____, 2016.

CARSON RECLAMATION AUTHORITY

By: _____
Name: _____
Title: _____
Dated: _____

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____
Dated: _____

TETRA TECH, INC.

By: _____
Name: _____
Title: _____
Dated: _____

[CRA TRUST MANAGER]

By: _____
Name: _____
Title: _____
Dated: _____

Exhibit D
Change Orders

[Insert Work Orders sent by Tetra Tech on September 30, as amended pursuant to discussions between CRA and Tetra Tech counsel.]

Exhibit E

Tetra Tech T&M Rate Schedule

[Insert Tetra Tech T&M Rate Schedule.]

Exhibit F
Mutual Release Agreement

MUTUAL RELEASE

Reference is hereby made to the termination of the Fixed Price Design and Construction Environmental Assurance Agreement, dated December 31, 2007, as amended, and the Fixed Price Operation and Maintenance Environmental Assurance Agreement dated December 31, 2007, as amended (together, the “**Remediation Agreements**”), which termination was set forth in that certain Termination and Release Agreement, dated October ____, 2016 by and between Tetra Tech, Inc. and the Carson Reclamation Authority (the “**Termination and Release Agreement**”). Capitalized terms not otherwise defined herein shall have the meanings given to them in the Termination and Release Agreement.

Except to the extent that the Parties’ obligations expressly survive Termination pursuant to Section 6.4, Section 8, Section 9, and Section 12 of the Termination and Release Agreement, in consideration of the Parties’ execution of the Termination and Release Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Tetra Tech, Inc., for itself and its respective parents, subsidiaries, affiliates, divisions, officers, directors, employees, agents, successors and assigns (“**Tetra Tech**”) and the Carson Reclamation Authority and the City of Carson, for themselves and each of their respective parents, subsidiaries, affiliates, divisions, agencies, officers, directors, employees, agents, successors and assigns (collectively, “**CRA**”) agree to and hereby do release, acquit and forever discharge each other of and from any and all manner of action or actions, suits, claims, damages, judgments, levies and executions, whether known or unknown, liquidated or unliquidated, fixed or contingent, direct or indirect, that CRA or Tetra Tech ever had, has, or ever can, shall, or may have or claim to have against the other party for any damages or losses of any nature whatsoever relating to or arising out of the Remediation Agreements.

Notwithstanding the foregoing or anything to the contrary contained herein, Tetra Tech shall remain liable to CRA for claims made against CRA resulting from or arising out of Tetra Tech’s errors and omissions and all other professional liability claims arising out of work performed by Tetra Tech under the Remediation Agreements; provided, however, (A) Tetra Tech’s liability hereunder shall be capped at and shall not exceed \$2,500,000 in the aggregate; (B) Tetra Tech’s liability hereunder shall be excess of the Ace CPL Policy, the New CPL Policy, the Predevelopment PLL Policy, the Renewal Predevelopment PLL Policy, the Development PLL Policy and the Renewal Development PLL Policy, as and to the extent such policies provide coverage for any such claims, including without limitation, defense costs or loss (the “**TT Retained Liability**”)

This Mutual Release may be executed in counterparts, each of which shall be deemed an original. A facsimile or Portable Document Format (PDF) copy of a signature to this Mutual Release shall be deemed to have the same force and effect as an original signature.

This Mutual Release shall, in each and every respect, be construed in accordance with and governed by the laws of the State of California, without regard to the conflict of laws principles thereof.

This Mutual Release and the Termination and Release Agreement contain the entire agreement between the parties hereto, and the terms of this Mutual Release are contractual and not a mere

recital. The undersigned has carefully read this Mutual Release, fully understands it, and signs this as the free and voluntary act of the undersigned.

IN WITNESS WHEREOF, Tetra Tech, and CRA have executed this Mutual Release as of this ___ day of _____, 2016.

CARSON RECLAMATION AUTHORITY

By: _____

Name: _____

Title: _____

Dated: _____

TETRA TECH, INC.

By: _____

Name: _____

Title: _____

Dated: _____

CITY OF CARSON JOINDER

The City of Carson hereby joins in this Mutual Release to consent to, join in and affirm the terms of the Mutual Release.

CITY OF CARSON

By: _____

Name: _____

Title: _____

Dated: _____

Exhibit G

Release and Commutation Agreement

RELEASE AND COMMUTATION AGREEMENT

THIS RELEASE AND COMMUTATION AGREEMENT, dated _____, 2016 is made by and between Tetra Tech, Inc. (“RELEASOR”) and AIG Specialty Insurance Company (f/k/a/ American International Specialty Lines Insurance Company) (“RELEASEE”).

WHEREAS, RELEASEE issued Policy No. EPP 7783922 to RELEASOR (the “Policy”);

WHEREAS, pursuant to the terms of the Policy, RELEASEE maintains a General Notional Commutation Account and a Groundwater Notional Commutation Account (collectively, the “Notional Commutation Accounts”);

WHEREAS, on October ____, 2016, RELEASOR and the Carson Reclamation Authority executed a Termination and Release Agreement, providing for termination of the Fixed Price Design and Construction Environmental Assurance Agreement, dated December 31, 2007, as amended, and the Fixed Price Operation and Maintenance Environmental Assurance Agreement dated December 31, 2007, as amended (the “Termination Agreement”);

WHEREAS, the obligation to remediate of the Covered Location (as that term is defined in the Policy) will, as a result of such Termination Agreement, transfer to the Carson Reclamation Authority (subject to the terms of the Termination Agreement);

WHEREAS, RELEASOR has requested commutation of the insurance provided by the Policy pursuant to which: (a) no further coverage will be provided under the Policy and (b) RELEASEE will pay the remaining commutation funds to a mutually acceptable escrow agent, as set forth below; and

WHEREAS, as used in this Agreement, bolded terms shall have the same meaning as defined in the Policy;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, RELEASOR and RELEASEE hereby covenant and agree as follows.

1. RELEASOR is hereby jointly electing to proceed immediately with the final commutation of all coverages under the Policy.

2. RELEASOR, on behalf of itself and all parents, subsidiaries, affiliates, wholly owned corporations, successors, assigns, principals, members, agents and predecessors in interest thereto and all **Insured(s)**, hereby releases, remises and forever discharges RELEASEE and any other company corporately affiliated with the American International Group, Inc., and their predecessors, successors, assigns, parent corporations, subsidiaries, affiliates, and agents, and the officers, directors, employees, agents, shareholders and representatives of any of them from any and all claims, duties, liabilities, responsibilities, or obligations arising from and or under or otherwise associated with the Policy, including, but not limited to, all **Loss** and/or **Clean-Up Costs**, and/or any and all claims, duties, liabilities, responsibilities or obligations with respect to the Notional Commutation Accounts maintained pursuant to the terms of the Policy, whether any such claims, duties, liabilities, responsibilities, or obligations are known or unknown, past, present or future, or asserted or unasserted, including, but not limited to, claims for bad faith, statutory or regulatory violation or other extra-contractual damages of any type. This Section 2 shall be effective immediately upon receipt by _____, as

escrow agent, of payment of the balance of the Notional Commutation Accounts as provided in Section 3 below.

3. Within fifteen (15) business days following the execution of this Agreement by all parties hereto, RELEASEE shall pay the sum of the balance of the Notional Commutation Accounts (which is projected to be \$_____ on _____) to _____, by check as follows:

4. The parties hereto expressly warrant and represent that (i) they are corporations or limited liability corporations in good standing in their respective places of domicile; (ii) the execution of this Release and Commutation Agreement is fully authorized by each of them and that the person or persons executing this Release and Commutation Agreement have the necessary and appropriate authority to do so; (iii) there are no pending or executed agreements, transactions, or negotiations to which any of them are a party that would render this Release and Commutation Agreement or any part thereof void, voidable, or unenforceable; (iii) no authorization, consent or approval of any government entity is required to make this Release and Commutation Agreement valid and binding upon them; and (iv) no claim or loss being paid or settled under this Release and Commutation Agreement has been previously assigned, sold or transferred to any other person or entity.

5. This Release and Commutation Agreement contains the entire agreement between the parties in respect to the subject matter. All discussions and agreements previously entertained between the parties concerning the subject matter of the Release and Commutation Agreement are merged into this Release and Commutation Agreement. This Release and

Commutation Agreement may not be modified or amended, nor any of its provisions waived, except by an instrument in writing, signed by duly authorized officers of the parties hereto.

6. This Release and Commutation Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Possession of this original or originally signed counterpart Agreement by any party hereto shall constitute conclusive proof to any other person of the effectiveness of this Release and Commutation Agreement.

SIGNATURE PAGES IMMEDIATELY FOLLOW

IN WITNESS WHEREOF, RELEASOR and RELEASEE have executed this Release and Commutation Agreement as of this ___ day of _____, 2016.

AIG SPECIALTY INSURANCE COMPANY

By: _____

Name: _____

Title: _____

Dated: _____

TETRA TECH, INC.

By: _____

Name: _____

Title: _____

Dated: _____

Exhibit H
Bill of Sale and Assignment

BILL OF SALE AND ASSIGNMENT

TETRA TECH, INC., a Delaware corporation having an address of 3475 East Foothill Boulevard, Pasadena, California (“**Grantor**”), for good and valuable consideration, receipt of which is hereby acknowledged, does hereby quitclaim, sell, assign, transfer and convey to the CARSON RECLAMATION AUTHORITY, a California joint powers authority having an address of 701 East Carson Street, Carson, California (“**Grantee**”) all of Grantor’s right, title and interest in and to the property defined as “**Physical Product**” in that certain Termination and Release Agreement by and between Grantor and Grantee, dated _____, 2016 and located in, on or under that certain 157 acre real property having an address at 20300 Main Street, Carson, California (the “**Real Property**”) and all machinery, equipment, systems and facilities used in the operation of the Real Property, including but not limited to all warranties relating to the Physical Product, machinery and equipment, if any, as hereinafter defined, to the full extent such warranties are held by Grantor and are assignable (collectively, the “**Personal Property**”).

TO HAVE AND TO HOLD the Personal Property unto Grantee and its successors and assigns forever.

Grantor hereby warrants to Grantee that Grantor is the lawful owner of, and has good, marketable and absolute title to, all of the Property, free and clear of any assignments, encumbrances, liens, charges, or security interests of any kind.

Grantor further warrants to Grantee that Grantor has full power and authority to grant, bargain, sell, assign, release, remise, convey, transfer, deliver, set over and confirm all of the Property to Grantee.

Grantor makes no warranties about the Personal Property or its condition except as expressly set forth herein, and this Bill of Sale is expressly sold on an “as-is, where is basis.”

This Bill of Sale shall not include Property not owned or controlled by Grantor.

Grantor hereby covenants and agrees to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, at any time and from time to time, at the request of Grantee, such other and further separate and specific bills of sale, assignments, documents of transfer, and/or instruments of conveyance, and to take, or cause to be taken, such other action(s) as Grantee may reasonably request, consistent with this Bill of Sale, all in order to more effectively quitclaim, sell, assign, transfer and convey said Property to Grantee and its successors and assigns.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Bill of Sale as of this
___ day of _____, 2016.

GRANTOR:

TETRA TECH, INC.

By: _____

Name: _____

Title: _____

Dated: _____

GRANTEE:

CARSON RECLAMATION AUTHORITY

By: _____

Name: _____

Title: _____

Dated: _____

Exhibit I

Assignment of Contracts, Licenses and Permits and General Intangibles

**ASSIGNMENT OF CONTRACTS, LICENSES AND PERMITS AND GENERAL
INTANGIBLES**

THIS ASSIGNMENT OF CONTRACTS, LICENSES AND PERMITS AND GENERAL INTANGIBLES (the “**Assignment**”) is made as of the ____ day of _____, 20__ (the “**Effective Date**”), by and between Tetra Tech, Inc. (“**Assignor**”) and the Carson Reclamation Authority (“**Assignee**”) (together, the “**Parties**”).

WITNESSETH:

WHEREAS, pursuant to the terms of that certain Termination and Release Agreement dated on even date herewith (the “**Termination Agreement**”) executed by Assignor and Assignee, Assignor agreed to convey to Assignee its right, title and interest in and to the “Work Product” as such term is defined in the Termination Agreement, including without limitation, all reports, drawings, materials, documents, contracts, permits, licenses and other general intangibles owned or otherwise held or controlled by Assignor on the Termination Date (as such term is defined in the Termination Agreement) and used in connection with the construction and operation of remedial systems located on certain real property owned by Assignee and located at 20300 Main Street, Carson, California (collectively, the “**Transferred Property**”);

WHEREAS, in connection with the Termination Agreement, Assignor has agreed to convey to the Assignee all of Assignor’s right, title, interest and estate in and to all of the Transferred Property;

NOW, THEREFORE, in consideration of the Parties’ execution of the Termination Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and the Assignee, intending to be legally bound hereby, agree as follows:

1. Assignor does hereby bargain, lease, transfer and assign unto Assignee, its successors and assigns, and Assignee hereby assumes, all of Assignor’s right, title, interest and estate in and to the Transferred Property.
2. This Assignment is absolute and unconditional and shall apply to any existing or further amendment, supplement, modification, extension or renewal of the Transferred Property.
3. This Assignment shall inure to the benefit of the Assignee, its successors and assigns, and shall be binding on the Assignor and the Assignee and their respective successors and assigns.
4. This Assignment shall be governed by and construed according to the laws of the State of California, without regard to conflicts of laws principles.
5. The Parties agree that this Assignment may be executed in several counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute one and the same instruments.

6. Assignor confirms and agrees that, although this Assignment constitutes a present transfer and assignment of the contracts, licenses and permits, and at all times following the date of this Assignment, Assignor will, at the Assignee's request, execute and deliver, or cause to be executed and delivered, such documents and do, or cause to be done, such other acts and things as may reasonably be requested by the Assignee to assure that the benefits of this Assignment are realized by the Assignee.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their duly authorized representatives the day and year first above written.

ASSIGNOR:

TETRA TECH, INC.:

By: _____

Name: _____

Title: _____

ASSIGNEE:

CARSON RECLAMATION AUTHORITY:

By: _____

Name: _____

Title: _____