



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

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, NOVEMBER 1, 2016 (REGULAR)

CONSENT (Items 1-4)

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. 2016-1257 CONSIDER APPROVAL OF RESOLUTION NO. 16-19-CRJPA RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF \$587,187.97

Recommendations:

TAKE the following actions:

1. WAIVE further reading and APPROVE RESOLUTION NO. 16-19-CRJPA, "A RESOLUTION OF THE CARSON RECLAMATION AUTHORITY OF THE CITY OF CARSON, CALIFORNIA, RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF \$587,187.97."

2. AUTHORIZE the Chairman to execute the Resolution following approval as to form by the Authority Counsel

Item No. 2. 2016-1252 APPROVE RESOLUTION NO. 16-18-CRJAP, AN AMENDMENT TO THE FY 2016/17 BUDGET OF THE CARSON RECLAMATION AUTHORITY, INCREASING REVENUES BY \$716,000 AND EXPENDITURES BY \$353,670

Recommendations:

WAIVE further reading and ADOPT RESOLUTION No. 16-18-CRJPA, "A RESOLUTION OF THE CARSON RECLAMATION AUTHORITY AMENDING THE FY 2016/17 BUDGET"

Item No. 3. 2016-1241 CONSIDER APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CARSON RECLAMATION AUTHORITY AND JONES LANG LASALLE AMERICAS, INC. TO PERFORM A CONSTRUCTION COST ESTIMATE OF THE RETAIL FACTORY OUTLET MALL PROPOSED BY MACERICH DEVELOPMENT

Recommendations:

AUTHORIZE the Carson Reclamation Authority Chairman to sign the agreement for consulting services with Jones Lang LaSalle Americas, Inc. in the amount not-to-exceed \$20,600.00, which shall be in substantially the same form as the agreement attached hereto, after approval as to form by the Authority Counsel.

Item No. 4. 2016-1250 APPROVAL OF WORK ORDER REQUESTS FROM TETRA TECH BY THE CARSON RECLAMATION AUTHORITY, AUTHORIZING ADDITIONAL TASKS FOR A PERIOD OF UP TO THREE MONTHS IN THE AMOUNT OF \$775,411.63

Recommendations: APPROVE Work Order Request to approve Work Orders 47, 49, 50 and 52, listed and described below in the amount of \$775,411.63, which have been reviewed and approved by the CRA's project manager and the environmental consultant.

SPECIAL ORDERS OF THE DAY (None)

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

DISCUSSION (None)

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 #: 2016-1257, Version: 1

Report to Carson Reclamation Authority

Tuesday, December 06, 2016

Consent

SUBJECT:

CONSIDER APPROVAL OF RESOLUTION NO. 16-19-CRJPA RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF \$587,187.97

I. SUMMARY

Resolution No. 16-19-CRJPA authorizes and/or ratifies payment of invoices in the amount of \$587,187.97 which were submitted for completed work pursuant to contracts and agreements previously approved by the Carson Reclamation Authority (CRA) Board. The Board is being requested to approve the Resolution.

II. RECOMMENDATION

TAKE the following actions:

1. WAIVE further reading and APPROVE RESOLUTION NO. 16-19-CRJPA, "A RESOLUTION OF THE CARSON RECLAMATION AUTHORITY OF THE CITY OF CARSON, CALIFORNIA, RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF \$587,187.97."
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 effects the approval of claims and demands including several Tetra Tech invoices (payment request nos. 212-223). These invoices have been reviewed and approved by the CRA's Project Manager (SEG Advisors) and Environmental Services Consultant (SCS Engineers), prior to staff final approval. It also includes payments to other approved consultants and contractors of the CRA: SCS Engineers, SEG Advisors, and Greenberg Traurig. Details of the payments are delineated under Resolution No. 16-19-CRJPA, attached to this report as Exhibit No.1.

V. FISCAL IMPACT

The total expenditure in this period is \$587,187.97. Funds for all the items are included in the FY 2016/17 budget of the Carson Reclamation Authority.

VI. EXHIBITS

1. Resolution No. 16-19-CRJPA. (pgs. 3-4)

Prepared by: Trini Catbagan, Controller

RESOLUTION NO. 16-19-CRJPA

RESOLUTION NO. 16-19-CRJPA, A RESOLUTION OF THE CARSON RECLAMATION AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF **\$587,187.97**.

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	212	WO 18: Evaluate New Conceptual Mall Plan	51102968	\$ 531.34
Tetra Tech	213	WO 32: Continue to Evaluate New Mall Plan	51102970	\$ 15,806.55
Tetra Tech	214	WO 16: Import of Fill and Stockpiling	51102975	\$ 26,615.56
Tetra Tech	215	WO 17 Interim Air Intrusion Controls	51102979	\$ 3,342.99
Tetra Tech	216	WO 27: SWPPP	51103457	\$ 39,528.51
Tetra Tech	217	WO 34: Perimeter Air Monitoring	51103465	\$ 37,396.39
Tetra Tech	218	WO 35: Vector Control	51103467	\$ 3,949.26
Tetra Tech	219	WO 33: Watering Prescriptive Cover	51103469	\$ 18,942.83
Tetra Tech	220	WO 37: LFGETS OM & M	51103571	\$ 69,264.09
Tetra Tech	221	WO 36: Maintain Storage Yard	51104125	\$ 17,332.18
Tetra Tech	222	WO 31: Site and Security Maintenance	51104123	\$ 62,061.41
Tetra Tech	223	WO 38: Project Management	51104120	\$ 72,042.31
Total Tetra Tech				\$ 366,813.42
SCS Engineers		Environmental Consulting –Sept 2016	0288069	\$ 47,689.48
SEG Advisors, LLC		Project Management – October 2016	2016-00039	\$ 20,000.00
Greenberg Traurig		Counsel for EPP & Other Pollution Ins.	4311433	\$ 82,651.17
Greenberg Traurig		Counsel for EPP & Other Pollution Ins.	4335385	\$ 70,033.90
Total Other Invoices				\$ 220,374.55
TOTAL OF ALL INVOICES				\$ 587,187.97

Section 2. On December 6, 2016, the Carson Reclamation Authority ratified the above claims and demands and authorization was given to the Authority Treasurer 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 **\$587,187.97**.

[MORE]

Section 3. That the Authority 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 6th DAY OF DECEMBER, 2016.

CARSON RECLAMATION AUTHORITY, a
public body

By: _____
Authority Chairman Albert Robles

ATTEST:

Authority Secretary Joy Simarago

APPROVED AS TO FORM:

Authority Counsel

CERTIFICATION

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 #: 2016-1252, Version: 1

Report to Carson Reclamation Authority

Tuesday, December 06, 2016

Consent

SUBJECT:

APPROVE RESOLUTION NO. 16-18-CRJAP, AN AMENDMENT TO THE FY 2016/17 BUDGET OF THE CARSON RECLAMATION AUTHORITY, INCREASING REVENUES BY \$716,000 AND EXPENDITURES BY \$353,670

I. SUMMARY

The Carson Reclamation Authority Board approved the FY 2016/17 budget when it adopted Resolution No. 16-09-CRJPA on June 8, 2016. In the course of the fiscal year, there were budget adjustments that were inadvertently omitted, and there were changes in the remediation activities and in the development plan which necessitated amendments to the approved appropriation. Staff is requesting Board approval of all the budget changes during the fiscal year by adopting Resolution No. 16-18-CRJPA, attached to this report as Exhibit No. 1.

II. RECOMMENDATION

WAIVE further reading and ADOPT RESOLUTION No. 16-18-CRJPA, "A RESOLUTION OF THE CARSON RECLAMATION AUTHORITY AMENDING THE FY 2016/17 BUDGET"

III. ALTERNATIVES

1. TAKE another action that the CRA Board deems appropriate.

IV. BACKGROUND

As stipulated under Article II, Section 2.03, Subsection (a) of the Joint Powers Agreement (Agreement) dated February 17, 2015, which governed the formation of the Carson Reclamation Joint Powers Authority, the Authority Board shall adopt an annual budget by approval of not less than 2/3 of the Board. The fiscal year 2016/17 budget of the Authority was approved unanimously on June 8, 2016. Since then, identification of new or increased

remediation work, and engagement of essential services necessitated adjustments to the approved funding. There were also contract approvals which had fiscal impact that were not appropriately addressed at the time of approval. According to Article II, Section 2.03, Subsection (c) of the Agreement, no expenditures in excess of those budgeted shall be made without the prior approval of an amended annual budget by the CRA Board by not less than a majority vote of the total Board membership.

To be compliant with this provision, staff is requesting approval of fiscal year 2016/17 amendments to the expenditures budget by adopting Resolution No. 16-18-CRJPA, attached as Exhibit No. 1.

For this current fiscal year, the CRA will receive reimbursement for the portion of the holding costs, estimated at \$716,000, as provided for in the reimbursement agreement with CAM-Carson, LLC, c/o the Macerich Company, the developer for the fashion outlet mall at a portion of the 157-acre CRA property. This revenue source was not known at the time of the adoption of the budget; hence it is also being accounted for in the attached resolution as increase in the projected revenues for the current fiscal year.

V. FISCAL IMPACT

If the CRA Board approves the proposed amendments, the revenue projections of the Carson Reclamation Authority for fiscal year 2016/17 will increase by \$716,000. The budgeted expenditures will also increase by \$353,670 bringing the total budgeted expenditures to \$9,371,951. After taking into account all the revenue and expenditure adjustments, estimated FY 2016/17 fund balance of the Authority funds is placed at \$47,023,409.

VI. EXHIBITS

1. Resolution No. 16-18-CRJPA amending FY 2016/17 budget. (pgs. 3-4)

Prepared by: Trini Catbagan, Controller

RESOLUTION NO. 16-18-CRJPA

A RESOLUTION OF THE CARSON RECLAMATION AUTHORITY
AMENDING THE FISCAL YEAR 2016/17 BUDGET

WHEREAS, the Carson Reclamation Authority adopted the Authority's budget for Fiscal Year 2016/17 on June 8, 2016 via approval of Resolution no. 16-09-CRJPA; and

WHEREAS, new revenues will be received by the Authority which were not known at the time of adoption of the Fiscal Year 2016/17 budget; and

WHEREAS, new and increased remediation work, and the engagement of essential professional services necessitated adjustments to the approved budget; and

WHEREAS, the Carson Reclamation Board has determined it necessary to amend the FY 2016/17 budget; and

WHEREAS, Article II, Section 2.03, Subsection (c) of the Joint Power Agreement which governed the formation of the Carson Reclamation Authority provides that no expenditures in excess of those budgeted shall be made without the prior approval of an amended annual budget by the Board by not less than a majority vote of the total Board membership; and

WHEREAS, the Carson Reclamation Authority desires to amend FY 2016/17 budget.

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

Section 1. The following amendments will be made to the Authority's FY 2016/17 budget:

<u>Account Number</u>	<u>Vendor/Description</u>	<u>Amount Increase/(Decrease)</u>
78-00-999-000-4802	Reimbursement of Holding Costs by CAM – Carson, LLC	\$ 716,000
	TOTAL INCREASE IN PROJECTED REVENUES	\$ 716,000
78-70-782-965-7826	Tetra Tech WO 41-Abandonment of obsolete soil gas wells ordered by the Water Board	\$ 27,388
78-70-782-965-7827	Tetra Tech WO 43-Work on communication data lines	\$ 32,258
78-70-782-965-7828	Tetra Tech WO 45-Support CRA in negotiating with DTSC on the phased development plan.	\$ 84,024
78-70-781-965-6004	Professional services agreement with RE Solutions, LLC (approved Nov. 1, 2016)	\$ 200,000
78-70-781-965-6004	BNY Mellon Corporate Trust – Custody Services	\$ 10,000
	TOTAL INCREASE IN ESTIMATED EXPENDITURES	\$ 353,670

[MORE]

Section 2. The Authority Secretary shall certify to the adoption of this resolution and shall keep a copy of this resolution attached to the FY 2016/17 budget on file, the same shall be in force and effect as of October 1st, 2016.

PASSED, APPROVED, and ADOPTED this 6th day of December 2016.

Authority Chairman Albert Robles

ATTEST:

Authority Secretary

APPROVED AS TO FORM:

Authority Attorney



File #: 2016-1241, Version: 1

Report to Carson Reclamation Authority

Tuesday, December 06, 2016

Consent

SUBJECT:

CONSIDER APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CARSON RECLAMATION AUTHORITY AND JONES LANG LASALLE AMERICAS, INC. TO PERFORM A CONSTRUCTION COST ESTIMATE OF THE RETAIL FACTORY OUTLET MALL PROPOSED BY MACERICH DEVELOPMENT

I. SUMMARY

The Carson Reclamation Authority (CRA) has the need of specialized expertise and reliance on consultants to assist it with project implementation. The professional services agreement under consideration is with Jones Lang LaSalle Americas, Inc. (JLL) to perform a construction cost estimate which is essential to evaluating the financial feasibility of the 550,000 square foot retail outlet mall proposed by Macerich. The agreement is for an amount not-to-exceed \$20,600.00 and it is anticipated that the study will be completed in less than three months.

II. RECOMMENDATION

AUTHORIZE the Carson Reclamation Authority Chairman to sign the agreement for consulting services with Jones Lang LaSalle Americas, Inc. in the amount not-to-exceed \$20,600.00, which shall be in substantially the same form as the agreement attached hereto, after approval as to form by the Authority Counsel.

III. ALTERNATIVES

TAKE another action the Authority Board deems appropriate.

IV. BACKGROUND

The Carson Reclamation Authority (CRA) has been asked to enter into agreements for the services of several consultants to implement the goals of the CRA. Due to the need for specialized expertise, reliance on consultants to assist the CRA with project

implementation is necessary. The professional services agreement under consideration is with Jones Lang LaSalle Americas, Inc. (JLL) to assist in evaluating the financial feasibility of the 550,000 square foot retail outlet mall proposed for development by Macerich Development in the City of Carson. The agreement is for an amount not-to-exceed \$20,600.00 and it is anticipated that the study will be completed in less than three months.

JLL shall provide a feasibility review of the proposed commercial retail center to the City of Carson, based on the following proposed scope of work:

Consultant Development team and Cost Estimating team shall provide a Feasibility Review of the Project including:

1. Review the development's drawings and construction budget to be provided by Macerich for the Project.
2. Provide a comparative analysis and opinion of the estimated construction costs.
3. Provide a comparative analysis and opinion of the proposed development and construction schedule for the Project.
4. Meet with the City and Macerich as needed for coordination, review and presentation of the analysis.

It is expected that this study will provide supplemental information that will enhance understanding of the costs outlined in the proposal from Macerich Development.

V. FISCAL IMPACT

Funds for the needed consulting services are included in the Authority's FY 2016-17 budget.

VI. EXHIBITS

1. Professional Services Agreement for financial feasibility review services with Jones Lang LaSalle Americas, Inc. (pgs.3-26)

Prepared by: John Raymond, Executive Director

PROFESSIONAL SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

Jones Lang LaSalle Americas, Incorporated

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CARSON RECLAMATION AUTHORITY AND
JONES LANG LASALLE AMERICAS, INCORPORATED**

THIS AGREEMENT FOR CONTRACT SERVICES (herein“ Agreement”) is made and entered into this 1st day of October, 2016 by and between the Carson Reclamation Authority (“CRA”) and Jones Lang LaSalle Americas (JLL), Inc. (“Consultant”). CRA and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties”).

RECITALS

A. CRA has sought 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 Twenty Thousand Six Hundred Dollars (\$20,600) (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.

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 City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by CRA. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of CRA. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to CRA's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

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

4.4 Independent Consultant.

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

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to CRA, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of CRA:

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

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

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including “any auto” and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000. Said policy shall include coverage for owned, non-owned, leased and hired cars.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant’s profession. This coverage may be written on a “claims made” basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to

services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the CRA submit written evidence of this continuous coverage.

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

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

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and the CGL and Automobile policies shall name the CRA, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by CRA or its officers, employees or agents shall apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the CRA, its officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the CRA. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Consultant has provided the CRA with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the CRA. CRA reserves the right to inspect complete, certified copies of all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to CRA.

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

CANCELLATION:

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

[to be initialed]

Agent's Initials

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

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

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

5.3 Indemnification.

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

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

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

Consultant hereunder; and Consultant agrees to save and hold the CRA, its officers, agents, and employees harmless therefrom;

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

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

5.4 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Executive Director due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the Executive Director determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Executive Director.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be

maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of CRA, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the CRA shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to CRA, and access shall be provided by Consultant's successor in interest.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

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

6.4 Confidentiality and Release of Information.

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

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the

CRA Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives CRA notice of such court order or subpoena.

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

(d) Consultant shall promptly notify CRA should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. CRA retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with CRA and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by CRA to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

7.2 Disputes; Default.

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

7.3 Retention of Funds.

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The CRA reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60)

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

7.8 Termination for Default of Consultant.

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

7.9 Attorneys' Fees.

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

ARTICLE 8. CRA OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of CRA Officers and Employees.

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

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of CRA or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person

having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CRA in the performance of this Agreement.

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

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

9.6 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CRA:
CARSON RECLAMATION AUTHORITY

_____, Chairman

ATTEST:

_____, Authority Secretary

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____, Authority Attorney

CONSULTANT:
Jones Lang LaSalle Americas, Inc.

By: _____
Name:
Title:

By: _____
Name: Martin Potts
Title: Senior Vice President

Address: PDS Orange County
4 Park Plaza, Suite 900
Irvine, CA 92614
(949) 296-3642

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 OR TYPE OF DOCUMENT

TITLE(S)	
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED	_____
<input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> GENERAL	NUMBER OF PAGES
<input type="checkbox"/> TRUSTEE(S)	
<input type="checkbox"/> GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/> OTHER _____	DATE OF DOCUMENT

SIGNER IS REPRESENTING:	_____
(NAME OF PERSON(S) OR ENTITY(IES))	SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	_____
<input type="checkbox"/> CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT

TITLE(S)	
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED	_____
<input type="checkbox"/> GENERAL	NUMBER OF PAGES
<input type="checkbox"/> ATTORNEY-IN-FACT	
<input type="checkbox"/> TRUSTEE(S)	_____
<input type="checkbox"/> GUARDIAN/CONSERVATOR	DATE OF DOCUMENT
<input type="checkbox"/> OTHER _____	

SIGNER IS REPRESENTING:	_____
(NAME OF PERSON(S) OR ENTITY(IES))	SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant will perform the following Services:

The Carson Reclamation Authority seeks assistance to evaluate the financial feasibility of a 550,000 square foot retail outlet mall proposed for development by Macerich Development in the City of Carson. Jones Lang LaSalle Americas, Inc. shall provide a feasibility review of the proposed commercial retail center to the City of Carson, based on the following proposed scope of work.

A. Consultant Development team and Cost Estimating team, in collaboration with each other, shall provide a Feasibility Review of the Project including:

1. Review the development's drawings and construction budget to be provided by Macerich for the Project.

2. Provide a comparative analysis and opinion of the estimated construction costs.

Remediation or vertical?

3. Provide a comparative analysis and opinion of the proposed development and construction schedule for the Project.

More detail..

4. Meet with CRA and Macerich as needed for coordination, review and presentation of the analysis.

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

A. As requested by the Executive Director

What reports? Spell out

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

A. Written reports as requested by the Executive Director.

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

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

- V. Consultant will utilize the following personnel to accomplish the Services:**
- A. Senior Vice President**
 - B. Senior Project Manager**
 - C. Project Manager**

EXHIBIT "B"

**SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)**

- 1) No Special requirements.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

- I. Consultant shall perform the following tasks at the following rates:**

Task A at time and materials per the following fee schedule:

Senior Vice President	\$250.00 / hour	est. 24 hours	\$6,000.00
Senior Project Manager	\$175.00 / hour	est. 48 hours	\$8,400.00
Project Manager	\$150.00 / hour	est. 38 hours	\$5,700.00
Reimbursable Expenses		est.	\$ 500.00

II. The CRA will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

- A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- B. Line items for all materials and equipment properly charged to the Services.
- C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

III. The total compensation for the Services shall not exceed the Contract Sum as provided in Section 2.1 of this Agreement.

IV. The Consultant's billing rates for all personnel are as follows:

Senior Vice President	\$250.00 / hour
Vice President	\$210.00 / hour
Senior Project Manager	\$175.00 / hour
Project Manager	\$150.00 / hour
Associate Project Manager	\$120.00 / hour

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

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

	<u>Time to Perform</u>	<u>Deadline</u> <u>Date</u>
A. Task A	3 months	12/31/16

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

A. A written report that documents the opinions and conclusions reached as a result of the review and analysis of the drawings and construction budget provided by Macerich for the Project, the estimated construction costs and the proposed development and construction schedule for the Project, provided at the conclusion of Task A or December 31, 2016, whichever comes first.

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



File #: 2016-1250, Version: 1

Report to Carson Reclamation Authority

Tuesday, December 06, 2016

Consent

SUBJECT:

APPROVAL OF WORK ORDER REQUESTS FROM TETRA TECH BY THE CARSON RECLAMATION AUTHORITY, AUTHORIZING ADDITIONAL TASKS FOR A PERIOD OF UP TO THREE MONTHS IN THE AMOUNT OF \$775,411.63

I. SUMMARY

These work orders requested by Tetra Tech replace several Change Orders that have already been approved by the Carson Reclamation Authority and are recommended for approval in case the termination with Tetra Tech is not effective by the end of December, 2016. The CRA approved a Termination and Release with Tetra Tech on November 1, 2016 but the Agreement had a number of conditions that precede the termination becoming effective, but the timing of a number of the items, particularly approval by the DTSC, are not in control of either the CRA or Tetra Tech. These new Work Orders would cover the period from January 1 through March 31 of the Tetra Tech contract is still in force. These items are recommended for approval.

II. RECOMMENDATION

APPROVE Work Order Request to approve Work Orders 47, 49, 50 and 52, listed and described below in the amount of \$775,411.63, which have been reviewed and approved by the CRA's project manager and the environmental consultant.

III. ALTERNATIVES

TAKE another action the Reclamation Authority deems appropriate.

IV. BACKGROUND

One of the original Tetra Tech contracts was the Fixed Price Operations and Maintenance

Environmental Assurance Agreement (“EAA”) dated December 31, 2007 between Tetra Tech, Inc. and Carson Marketplace and is the baseline scope of work for the project. Direct remediation construction costs under the original EAA are paid through a Trust Account currently held with Wells Fargo Bank. (This Trust Account will be dissolved under the Termination as well, and be replaced by an Enterprise Fund approved by the DTSC.) Work beyond the original scope is considered a “Work Order” and subject to the review and approval of the CRA Board. Nearly all work over the past year has been performed under Work Orders or Change Orders.

These work orders requested by Tetra Tech are recommended for approval in case the termination with Tetra Tech is not effective by the end of December, 2016. The CRA approved a Termination and Release with Tetra Tech on November 1, 2016, but the Agreement had a number of conditions that precede the termination becoming effective, but the timing of a number of the items, particularly approval by the DTSC, are not in control of either the CRA or Tetra Tech and so termination could be delayed. These new Work Orders would cover the period from January 1 through March 31 of the Tetra Tech contract still in force. The following Work Order Requests are recommended for approval:

Work Order 47 (WO-47) is for the operations, maintenance and monitoring (“OM&M”) of the landfill gas extraction and treatment system (“LFGETS”) for Cells 3 and 5 consistent with the directives of the California Department of Toxic Substances Control (“DTSC”) and permits issued by the South Coast Air Quality Management District (“SCAQMD”). Tetra Tech's previous work order WO-37 for LFGETS OM&M estimated to cover costs from Jul 01, 2016 to Dec 31, 2016 will soon be out of budget. This new WO-47 is to reimburse Tetra Tech for providing OM&M services for additional 3 months, which may begin in mid-December. The CRA acknowledges that after the approved WO-47 budget is depleted, the OM&M of the LFGETS must continue, as per the requirements of the SCAQMD permits and the DTSC, and a new work order or contract with the CRA will be required to continue the OM&M of the LFGETS.

\$218,097.00

Work Order 49 (WO-49) is to reimburse Tetra Tech for continuing all site security and maintenance, as well as general dust suppression. In a conference call with the CRA on 11-8-16, it was agreed to submit a new WO for site security and site maintenance through March 31, 2017. This new WO-49 is for 3 months beginning Jan 01, 2017. Tetra Tech's previous work order requests and payments for this work through Dec 31, 2016 are covered under approved Work Order 31 (WO-31).

\$152,327.34

Work Order 50 (WO-50) is to reimburse Tetra Tech for continued perimeter monitoring. In the same conference call on 11-8-16, it was agreed TT would submit a new WO request for perimeter monitoring covering a 3 month period approximately from January 1, 2017 through March 31, 2017. Tetra Tech's previous work order requests and payments for this work through Dec 31, 2016 are covered under WO-34. The existing perimeter monitoring program is a requirement of the Project Environmental Impact

Report (EIR), a general regulatory requirement, and a requirement of several Project plans and permits. The perimeter monitoring program needs to be continued because the Project is still under construction and not complete due to extension of the development schedule. This WO request assumes that monitoring will continue at the existing level of effort and scope of work being currently utilized, including the reduction in monitoring stations and sampling frequency that was approved by DTSC in 2010. In the event that the activity level is increased over the current level or the number of sampling stations and monitoring equipment or the frequency of sample collection or monitoring is changed via regulatory request or in response to Client's proposed Development Plan, this WO will need to be revised or a new WO will need to be issued to reflect those changes and additional costs.

\$138,391.00

Work Order 52 (WO-52) is to reimburse Tetra Tech for additional and continued project management time and related expenses is required. In a conference call with the CRA on 11-8-16, it was agreed to submit a new WO for 3 months beginning on or about January 1, 2017. This new WO-52 is for 3 months of Project Management (PM) costs beginning January 01, 2017. Tetra Tech's costs and reimbursement payments for this PM work through Dec 31, 2016 are covered under approved WO-38 and this work order will soon be completed and out of budget. The scope for this PM work order request includes providing administration and management staff, site office, invoicing support and other support services outlined in the attached Scope of Work and to keep in compliance with the regulatory requirements of the City of Carson, State of California, County of Los Angeles, State Water Resources Control Board, Southern California Air Quality Management District and the Department of Toxic Substances Control. The budget in this Work Order includes task management oversight efforts for the other approved work orders.

\$266,596.29

TOTAL \$775,411.63

V. FISCAL IMPACT

These Work Orders are budgeted in the 2016-2017 CRA budget as they represent a continuation of work that was anticipated to be done during the fiscal year.

VI. EXHIBITS

None.

Prepared by: John S. Raymond, CRA Executive Director