Carson Reclamation Authority
SPECIAL MEETING

Monday, February 10, 2025
701 East Carson Street
City Hall

4:00 PM

Lula Davis-Holmes, Authority Chair

Cedric Hicks, Authority Vice Chair | **Ray Aldridge, Jr., Board Member**

Lillian Hopson, Board Member | **Dianne Thomas, Board Member**

This Agenda and corresponding staff reports can be found on the City of Carson website.

"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)

- Treat everyone courteously
- Listen to others respectfully
- Exercise self-control
- Give open-minded consideration to all viewpoints
- Focus on the issues and avoid personalizing debate
- Embrace respectful disagreement and dissent as democratic rights that are inherent components of an inclusive public process and rolls for forging sound decisions

RULES OF DECORUM:

1. No person attending a Public Meeting shall engage in disorderly or boisterous conduct, including but not limited to applause, whistling, stamping of feet, booing, or making any loud, threatening, profane, abusive, personal, impertinent, or slanderous utterance-that disturbs, disrupts, or otherwise impedes the orderly conduct of the meeting.
2. All remarks by members of the public shall be addressed to the Mayor or the Chair and not to any other member of the public or to any single Council, Board or Commission Member unless in response to a question from that Member.
3. Signs, placards, banners, or other similar items shall not be permitted in the audience during a Public Meeting if the presence of such item disturbs, disrupts or otherwise impedes the orderly conduct of the meeting.
4. All persons attending a Public Meeting shall remain seated in the seats provided, unless addressing the body at the podium or entering or leaving the meeting.
5. All persons attending a Public Meeting shall obey any lawful order of the Presiding Officer to enforce the Rules of Decorum.

PUBLIC INFORMATION

The public may address the members of the Carson Reclamation Authority during the designated public comments. There will be two oral communication sessions: one for items ON the agenda; another for matters NOT on the agenda but within the jurisdiction of the Authority. Comment time is limited to 3 minutes.

All are urged to take appreciate health safety precautions before entering Carson City Hall. Wearing a mask is not required but is highly recommended, especially by those who are experiencing any airborne illness symptoms.

IF YOU ARE NOT ABLE TO ATTEND THE MEETING IN-PERSON, PUBLIC COMMENTS CAN BE SUBMITTED BEFORE THE MEETING AT/VIA:

- **Email: Public comments can be emailed to cityclerk@carsonca.gov. The cut off time to submit any e-mail communications is by 2:00 p.m. the day of the meeting.**

- **Written: Written comments can be dropped of at the City Clerk's Office. The cut off time to submit any written communications is 2:00 p.m. on the day of the meeting. Written comments dropped off to the City Clerk's Office or any e-mail received will not be read aloud during the meeting but will be circulated to the Board and incorporated into the record.**

PUBLIC VIEWING AVAILABLE BY:

- **Livestream on the City's website: The meeting will be streamed live over the internet via : www.carsonca.gov**
- **Y o u t u b e : www.youtube.com/c/CityofCarsonCaliforniaOfficialYouTubePage**
- **Cable TV: Spectrum (Channel 35) and ATT (Channel 99)**

CALL TO ORDER: CARSON RECLAMATION AUTHORITY (4:00PM)

ROLL CALL (AUTHORITY SECRETARY)

FLAG SALUTE

INVOCATION

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
   RECOMMENDED ACTION
   — A closed session will be held, pursuant to Government Code Section 54956.9(d)(1), to confer with legal counsel regarding pending litigation to which the Carson Reclamation Authority is a party. The title of such litigation is as follows: CAM-Carson, LLC v. Carson Reclamation Authority, City of Carson and Successor Agency to the Carson Redevelopment Agency, Los Angeles Superior Court Case No. 20STCV16461.

REPORT ON ANY PUBLIC COMMENTS ON CLOSED SESSION ITEMS (AUTHORITY SECRETARY)

ANNOUNCEMENT OF CLOSED SESSION ITEMS (AUTHORITY COUNSEL)

RECESS INTO CLOSED SESSION

RECONVENE INTO OPEN SESSION

REPORT ON CLOSED SESSION ACTIONS (AUTHORITY COUNSEL)

ORAL COMMUNCIATIONS FOR MATTERS LISTED ON THE AGENDA (MEMBERS OF THE PUBLIC)

The public may 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 limited to no more than three minutes, speaking once.

CONSENT

2. CONSIDER COLLATERAL ASSISGNMENT OF PROJECT DOCUMENTS ("COLLATERAL ASSIGNMENT") ASSOCIATED WITH AMENDED AND RESTATED ENVIRONMENTAL REMEDIATION AND DEVELOPMENT MANAGEMENT AGREEMENT, DATED JUNER 20, 2019 (THE “ORIGINAL AGREEMENT”), AS AMENDED, BETWEEN THE CARSON RECLAMATION AUTHORITY (“CRA”) and RE|SOLUTION, LLC, OF DENVER, COLORADO (“RES”)

RECOMMENDED ACTION

— 1. APPROVE the Collateral Assignment with RE|Solutions, LLC

— 2. AUTHORIZE the Executive Director to execute the Collateral Assignment

5. CONSIDER A SCHEDULE OF COVERED OPERATIONS, NAMED INSURED, AND LIMITS OF LIABILITY AMENDATORY ENDORSEMENT TO A CONTRACTOR’S POLLUTION LIABILITY INSURANCE POLICY WITH ALLIANZ WITH AN ADDITIONAL LIMIT OF $5,000,000 FOR AN AGGREGATE LIMIT OF $10,000,000, AT AN ADDITIONAL PREMIUM NOT TO EXCEED $50,000 PLUS SURPLUS LINES TAXES AND STAMPING FEES ESTIMATED AT $1,600, PROCURED AND PAYABLE THROUGH MARSH USA, INC; AND AUTHORIZE THE EXECUTIVE DIRECTOR TO BIND THE ENDORSEMENT TO THE POLICY

RECOMMENDED ACTION

— 1. APPROVE A SCHEDULE OF COVERED OPERATIONS, NAMED INSURED, AND LIMITS OF LIABILITY AMENDATORY ENDORSEMENT TO A CONTRACTOR’S POLLUTION LIABILITY INSURANCE POLICY WITH ALLIANZ WITH A LIMIT OF $10,000,000 AT AN ADDITIONAL PREMIUM NOT TO EXCEED $50,000 PLUS SURPLUS LINES TAXES AND STAMPING FEES ESTIMATED AT $1,600, PROCURED AND PAYABLE THROUGH MARSH USA, INC.

— 2. AUTHORIZE the Executive Director of the CRA to bind the Endorsement to the Policy.

3. CONSIDER AUTHORIZING EXECUTIVE DIRECTOR TO APPROVE AMENDMENT NO. 2 TO A PRECONSTRUCTION AGREEMENT WITH SL CARSON BUILDERS, LLC ("SLCB") FOR SERVICES RELATED TO THE CONSTRUCTION OF LENARDO DRIVE, EXTENDING THE TERM OF THE AGREEMENT TO FEBRUARY 28, 2025 AND THE PRE-CONSTRUCTION BUDGET BY $119,683, TO A TOTAL OF $498,571

RECOMMENDED ACTION

— AUTHORIZE EXECUTIVE DIRECTOR TO ENTER INTO AMENDMENT NO. 2 TO A PRECONSTRUCTION AGREEMENT WITH SL CARSON BUILDERS, LLC ("SLCB") FOR SERVICES RELATED TO THE CONSTRUCTION OF LENARDO DRIVE ON THE FORMER CAL COMPACT LANDFILL, IN AN AMOUNT NOT TO EXCEED $119,683, IN A FORM ACCEPTABLE TO THE AUTHORITY COUNSEL

DISCUSSION

4. CONSIDER FIRST LETTER AMENDMENT AND SECOND LETTER AMENDMENT TO AMENDED AND RESTATED ENVIRONMENTAL REMEDIATION AND DEVELOPMENT MANAGEMENT AGREEMENT, DATED JUNE 20, 2019 (THE "ORIGINAL AGREEMENT”), BETWEEN THE CARSON RECLAMATION AUTHORITY (“CRA”) AND RE|SOLUTION, LLC, OF DENVER, COLORADO; AND RECEIVE AND FILE THE AMENDED AND RESTATED MASTER AGREEMENT FOR CIVIL IMPROVEMENTS BETWEEN RE| SOLUTIONS, LLC and SL CARSON BUILDERS, LLC

RECOMMENDED ACTION

— 1. APPROVE the FIRST LETTER AMENDMENT TO AMENDED AND RESTATED ENVIRONMENTAL REMEDIATION AND DEVELOPMENT MANAGEMENT AGREEMENT WITH RE|SOLUTIONS, LLC IN A FORM ACCEPTABLE TO THE AUTHORITY COUNSEL

— 2. APPROVE the SECOND LETTER AMENDMENT TO AMENDED AND RESTATED ENVIRONMENTAL REMEDIATION AND DEVELOPMENT MANAGEMENT AGREEMENT WITH RE|SOLUTIONS, LLC IN A FORM ACCEPTABLE TO THE AUTHORITY COUNSEL

— 3. AUTHORIZE the Executive Director to EXECUTE the FIRST and SECOND LETTER AGREEMENTS

— 4. RECEIVE and FILE the AMENDED AND RESTATED MASTER AGREEMENT FOR CIVIL IMPROVEMENTS BETWEEN RE| SOLUTIONS, LLC and SL CARSON BUILDERS, LLC

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

ORAL COMMUNICATIONS (AUTHORITY MEMBERS)

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

REPORT OF ACTIONS ON UNFINISHED OR CONTINUED CLOSED SESSION ITEMS

ADJOURNMENT

Date Posted: February 6, 2025

File #: **Version:**

Report to Carson Reclamation Authority

Monday, February 10, 2025, 4:00 PM

CLOSED SESSION 1.

To: Carson Reclamation Authority

From: John Raymond, Assistant City Manager CRA Administration

Subject: CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

I. SUMMARY

II. RECOMMENDATION

A closed session will be held, pursuant to Government Code Section 54956.9(d)(1), to confer with legal counsel regarding pending litigation to which the Carson Reclamation Authority is a party. The title of such litigation is as follows: CAM-Carson, LLC v. Carson Reclamation Authority, City of Carson and Successor Agency to the Carson Redevelopment Agency, Los Angeles Superior Court Case No. 20STCV16461.

III. ALTERNATIVES

IV. BACKGROUND

V. FISCAL IMPACT

VI. EXHIBITS

File #: **Version:**

Report to Carson Reclamation Authority

Monday, February 10, 2025, 4:00 PM

CONSENT 2.

To: Carson Reclamation Authority

From: John Raymond, Executive Director

Subject: CONSIDER COLLATERAL ASSISGNMENT OF PROJECT DOCUMENTS ("COLLATERAL ASSIGNMENT") ASSOCIATED WITH AMENDED AND RESTATED ENVIRONMENTAL REMEDIATION AND DEVELOPMENT MANAGEMENT AGREEMENT, DATED JUNER 20, 2019 (THE “ORIGINAL AGREEMENT”), AS AMENDED, BETWEEN THE CARSON RECLAMATION AUTHORITY (“CRA”) and RE|SOLUTION, LLC, OF DENVER, COLORADO (“RES”)

I. SUMMARY

This approves a new Collateral Assignment with RE|Solutions, LLC for work on the former Cal Compact Landfill.

II. RECOMMENDATION

1. **APPROVE** a Collateral Assignment with RE|Solutions, LLC related to Project Documents.
2. **AUTHORIZE** the Executive Director to execute the Collateral Assignment of Projects.

III. ALTERNATIVES

TAKE another action the Board deems appropriate.

IV. BACKGROUND

The CRA and RES entered into an Amended and Restated Development Management Agreement, dated June 20, 2019 (the “Original Agreement”). The CRA proposes to enter into an amended First Letter Amendment to the Original Agreement and a Second Letter Amendment to the Original Agreement. The Original Agreement, as amended by the First Letter Amendment and the Second Letter Amendment, is referred to as the “Development Agreement”.

Pursuant to the Development Agreement, RES is performing the RES Work (as defined in the Development Agreement) at the former Cal Compact Landfill described in the Development Agreement (the “Project”). RES has entered into and anticipates further entering into various agreements with contractors, subcontractors and consultants in order to perform the RES Work (the “Project Contracts”). RES has also obtained or will obtain certain approvals and permits (the “Project Permits”) and RES uses or plans to use certain marketing materials, including logos, trade names and trademarks (the “Marketing Materials”).

The Original Agreement in 2019 contained a Collateral Assignment from RES to the CRA of all contracts or permits entered or obtained in RES' name so that in the event of termination by either party the CRA would be able to continue operations of Project without interruption.

Under the proposed revised Collateral Assignment, RES would assign and transfer to CRA, and create in favor of CRA a security interest in and to, all of RES' right, title and interest in and to the following: (a) the Project Contracts; (b) the Project Permits; (c) the Marketing Materials, including the trade names and trademarks, if any; (d) any and all other contracts, agreements, plans, licenses, permits or other items, whether now or hereafter executed, granted, received, acquired or issued to or by RES in connection with the RES Work; and (f) all proceeds and products thereof, and all accounts, contract rights and general intangibles related to the foregoing (all of the foregoing being hereinafter sometimes referred to collectively as the "Project Documents"). This Assignment is given as collateral security only, and so long as the Development Agreement and/or any portions of the RES Work thereunder has not been terminated, RES shall have and may exercise all rights as owner or holder of the Project Documents which are not inconsistent with the provisions of the Development Agreement.

V. FISCAL IMPACT

None.

VI. EXHIBITS

1. Collateral Assignment of Project Documents

Attachments

Collateral Assignment of Project Documents

COLLATERAL ASSIGNMENT OF PROJECT DOCUMENTS

This **COLLATERAL ASSIGNMENT OF PROJECT DOCUMENTS** (this "**Assignment**") is dated as of January ___, 2025 and made by RE | SOLUTIONS, LLC, a Colorado limited liability company ("**RES**"), to CARSON RECLAMATION AUTHORITY, a joint powers authority formed under the laws of the State of California ("**CRA**").

R E C I T A L S:

WHEREAS, pursuant to that certain Amended and Restated Environmental Remediation and Development Management Agreement between CRA and RES dated as of June 20, 2019 (as amended or modified from time to time, the "**Development Agreement**") RES is performing the RES Work (as defined in the Development Agreement) at that certain 157-acre parcel generally located at 20300 Main Street in Carson, California, commonly known as the former Cal Compact Landfill and more fully described in the Development Agreement (the "**Project**");

WHEREAS, RES has entered into and anticipates further entering into various agreements with contractors, subcontractors and consultants in order to perform the RES Work (the "**Project Contracts**");

WHEREAS, in connection with the performance of the RES Work, RES has obtained or will obtain certain approvals and permits (the "**Project Permits**"); and

WHEREAS, in connection with performing the RES Work, RES uses or plans to use certain marketing materials, including logos, trade names and trademarks (the "**Marketing Materials**").

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt of which is hereby acknowledged, and in order to secure RES' performance of its obligations to CRA under the Development Agreement, RES agrees as follows:

Section 1. Assignment; Security Interests. RES hereby assigns and transfers to CRA, and hereby creates in favor of CRA a security interest in and to, all of RES' right, title and interest in and to the following: (a) the Project Contracts; (b) the Project Permits; (c) the Marketing Materials, including the trade names and trademarks, if any; (d) any and all other contracts, agreements, plans, licenses, permits or other items, whether now or hereafter executed, granted, received, acquired or issued to or by RES in connection with the RES Work; and (f) all proceeds and products thereof, and all accounts, contract rights and general intangibles related to the foregoing (all of the foregoing being hereinafter sometimes referred to collectively as the "**Project Documents**"). This Assignment is given as collateral security only, and so long as the Development Agreement and/or any portions of the RES Work thereunder has not been terminated, RES shall have and may exercise all rights as owner or holder of the Project Documents which are not inconsistent with the provisions of the Development Agreement.

Section 2. Representations and Warranties. RES hereby represents and warrants to CRA as of the date hereof, that (a) RES has not assigned, transferred, mortgaged, pledged or otherwise encumbered any of its right, title and interest in, to and under the Project Documents and no part of such right, title and interest is subject to any lien or other encumbrance; and (b) no default exists by RES under the Project Contracts and, to RES' knowledge, no default exists by any of the counter parties thereunder.

Section 3. Affirmative Covenants. RES hereby covenants with CRA that RES shall (a) perform and observe all covenants and agreements to be performed and observed by RES under the Project Contracts and the Project Permits; (b) enforce, the performance and observance of all covenants and agreements to be performed or observed by the contracting parties under the Project Contracts; (c) appear in and defend any action or proceeding arising out of or in connection with any of the Project Documents; and (d) promptly give CRA copies of any notices of default given or received by RES under any of the Project Documents.

Section 4. Negative Covenants. RES hereby covenants with CRA that RES shall not (a) except as otherwise contemplated by the Development Agreement, assign, transfer, mortgage, pledge or otherwise encumber, or permit to accrue or suffer to exist any lien or other encumbrance on or in, any of the right, title and interest of RES in, to and under the Project Documents; (b) without the prior written consent of CRA, which shall not be unreasonably withheld, delayed or denied, amend or modify any of the terms of the Project Contracts, except pursuant to change orders executed in compliance with the Development Agreement and Project Contracts approved by CRA; (c) without the prior written consent of CRA, which shall not be unreasonably withheld, delayed or denied, terminate the Project Contracts or give or join in any material waiver, consent or approval with respect to the Project Contracts; (d) without the prior written consent of CRA, which shall not be unreasonably withheld, delayed or denied, settle or compromise any material claim against any third party under the Project Contracts; (e) without the prior written consent of CRA, which shall not be unreasonably withheld, delayed or denied, waive any default under or material breach of the Project Contracts; or (f) take any other action in connection with the Project Contracts or the Project Permits which would materially impair the value of the rights or interests of RES or CRA thereunder or therein.

Section 5. Recognition of CRA. RES hereby irrevocably directs the contracting party to, or the grantor of, any Project Document, whether specifically described herein or otherwise, to the extent not prohibited by such Project Document or Applicable Laws, upon request of CRA to recognize and accept CRA as the holder of such Project Document for any and all purposes. RES shall require the holder of such Project Document to execute an Acknowledgement and Consent to Assignment in the form attached hereto as Exhibit A. RES does hereby irrevocably constitute and appoint for so long as this Assignment remains in effect, as its true and lawful attorney in fact coupled with an interest, after the termination of the Development Agreement or any portions of the RES Work included therein, CRA to demand and enforce compliance with the terms and conditions of the Project Documents and all benefits thereunder.

Section 6. Right of CRA to Cure RES Defaults. If RES shall fail to pay, perform or observe any of its covenants or agreements hereunder and such failure shall continue for ten (10) business days following notice to RES, CRA may pay, perform or observe the same and collect

the costs thereof, which costs shall be deducted from the Fees disbursed to RES under the Development Agreement.

Section 7. CRA Not Liable; Indemnification. Anything contained herein or in any of the Project Documents to the contrary notwithstanding; (a) RES shall at all times remain solely liable under the Project Documents to perform all of the obligations of RES thereunder to the same extent as if this Assignment had not been executed; (b) neither this Assignment nor any action or inaction on the part of RES or CRA shall release RES from any of its obligations under the Project Documents or constitute an assumption of any such obligation or liability under the Project Documents or otherwise by reason of or arising out of this Assignment, nor shall CRA be required or obligated in any manner to make any payment or perform any other obligation of RES under or pursuant to the Project Documents, or to make any inquiry as to the nature or sufficiency of any payment received by CRA, or to present or file any claim, or to take any action to collect or enforce the payment of any amounts which have been assigned to CRA or to which it may be entitled at any time or times. RES shall and does hereby agree to indemnify CRA and hold CRA harmless from and against any and all liability, loss or damage which it may or might incur, and from and against any and all claims and demands whatsoever which may be asserted against it or them, in connection with or with respect to the Project Documents or this Assignment, whether by reason of any alleged obligation or undertaking on its or their part to perform or discharge any of the covenants or agreements contained in the Project Documents, or otherwise except to the extent caused by the gross negligence or willful misconduct of CRA. Should CRA incur any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be paid by RES to CRA immediately upon demand until fully paid.

Section 8. Default. If an Event of Default shall occur under the Development Agreement or the Development Agreement (or any portions of the RES Work set forth therein) is terminated as provided for thereunder, CRA may perform any of the obligations and exercise any of the rights, powers, privileges and remedies of RES, and do any and all acts, matters and other things that RES is entitled to do, under or with respect to the Project Documents, including without limitation enforcing the Project Contracts and paying, settling or compromising any existing bills or claims thereunder.

Section 9. Further Assurances. From time to time upon the request of CRA, RES shall promptly and duly execute, acknowledge and deliver any and all such further instruments and documents as CRA may deem reasonably necessary or desirable to carry out the purpose and intent of this Assignment or to enable CRA to enforce any of its rights hereunder.

Section 10. Amendments, Waivers; Third Party Beneficiary. This Assignment shall not be amended, modified, waived, changed, discharged or terminated except by an instrument in writing signed by the parties hereto, with the prior written consent of CRA.

Section 11. No Implied Waiver; Cumulative Remedies. No course of dealing and no delay or failure of CRA in exercising any right, power or privilege under this Assignment shall affect any other or future exercise thereof or exercise of any other right, power or privilege; nor shall any single or partial exercise of any such right, power or privilege or any abandonment or discontinuance of steps to enforce such a right, power or privilege preclude any further exercise thereof or of any other right, power or privilege. The rights and remedies of CRA under this

Assignment are cumulative and not exclusive of any rights or remedies which CRA would otherwise have under the Development Agreement, at law or in equity.

Section 12. Notices. All notices, requests, demands, directions and other communications under the provisions of this Assignment shall be sent pursuant to and subject to the provisions of the Development Agreement.

Section 13. Severability. If any term or provision of this Assignment or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Assignment, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Assignment shall be valid and enforceable to the fullest extent permitted by law without giving effect to conflict of laws principles.

Section 14. Governing Law. This Assignment and all matters arising out of or related to this Assignment shall be governed by, and construed in accordance with, the laws of the State of California, without regard to conflict of laws principles.

Section 15. Successors and Assigns. This Assignment shall bind RES and its successors and assigns, and shall inure to the benefit of CRA and its successors and assigns.

Section 16. Definitions. Capitalized terms used herein and not defined shall have the meanings ascribed thereto in the Development Agreement.

Section 17. Counterparts; Electronic Signatures. This Assignment may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. To the fullest extent permitted by applicable law, electronically transmitted or facsimile signatures shall constitute original signatures for all purposes under this Assignment.

[The remainder of this page is left intentionally blank.]

IN WITNESS WHEREOF, RES has duly executed and delivered this Collateral Assignment of Project Documents as of the date first above written.

RE | SOLUTIONS, LLC, a Colorado limited liability company

By: _____
Name:
Title:

Exhibit A

Form Consent to Assignment

ACKNOWLEDGMENT AND CONSENT OF [CONSULTANT/CONTRACTOR]

_____ _____, 202_

Carson Reclamation Authority
City of Carson, California
701 E. Carson Street
Carson, CA 90745
Attention: John S. Raymond

Ladies and Gentlemen:

The undersigned ("Consultant") has executed an agreement (such agreement, as amended, modified, or restated from time to time, the "Consultant Contract") dated _____, by and between Consultant and RE | SOLUTIONS, LLC, a Colorado limited liability company (the "Company") pursuant to which Consultant has agreed to perform the services set forth in the Consultant Contract with respect to the development of that certain property located in the City of Carson, California, and known as the former Cal Compact Landfill (the "Project") and more fully described in the Consultant Contract.

Consultant understands that the Carson Reclamation Authority ("CRA") and the Company entered into an Amended and Restated Environmental Remediation and Development Management Agreement dated as of June 20, 2019 (such agreement, as the same may be amended and/or modified from time to time, the "CRA Development Agreement"); and that the Company has assigned to CRA all of its right, title and interest in and to the Consultant Contract pursuant to a certain Collateral Assignment of Project Documents, dated as of _____, 2025 (the "Assignment"), in order to secure its obligations under the CRA Development Agreement.

Intending to be legally bound hereby, Consultant hereby covenants, represents and warrants, and agrees as follows:

1. Consultant (a) consents to the Assignment, and (b) agrees that if CRA gives notice to Consultant that the Company is in default under the CRA Development Agreement or that the CRA Development Agreement (or any portions of the services of the Company contained therein) has been terminated, Consultant shall, at CRA's request, and notwithstanding any default by the Company under the Consultant Contract, continue performance on CRA's behalf under the Consultant Contract in accordance with the terms thereof; provided, that CRA pay for services provided to CRA from and after such request, in accordance with the payment terms of the Consultant Contract. Consultant understands that CRA has no obligation to exercise CRA's rights under the Assignment.

2. In the event that CRA requests Consultant continue performance on CRA's behalf as set forth in paragraph 1 above, Consultant shall attorn to CRA and recognize CRA as the counter-party under the Consultant Contract, and the Consultant Contract shall continue in full force and effect as a direct contract between CRA and Consultant for the full term thereof; provided, however, that

(a) Company shall be released from all further obligations arising out of the Consultant Contract following the date of CRA's notice to Consultant; and

(b) CRA shall not be:

(i) liable for any act or omission of Company;

(ii) subject to any offsets or defenses which Consultant might have against Company; or

(iii) bound by any amendment or modification of the Consultant Contract not consented to in writing by CRA.

3. Consultant represents and warrants that the Consultant Contract is in full force and effect, and neither the Company nor Consultant is in default thereunder.

4. Consultant shall not, without CRA's prior written consent, agree to the amendment or modification of the Consultant Contract, except with respect to modifications or change orders which have been approved in accordance with the CRA Development Agreement, and further agrees that it will not terminate the Consultant Contract or cease to perform its work thereunder for any reason, including but not limited to the Company's failure to make payments to the Consultant, without first giving written notice to CRA of such intention at least thirty (30) days before taking such action.

5. Consultant acknowledges and agrees that it is not entitled to rely upon the provisions of the CRA Development Agreement and it is not a third party beneficiary thereof.

6. Consultant agrees that CRA shall have no obligations or liability to Consultant under the Consultant Contract or this letter unless and until CRA gives notice to Consultant pursuant to paragraph 1 hereof and only thereafter to the extent that Consultant performs under the Consultant Contract on CRA's behalf.

7. Consultant shall not assign its rights or obligations under the Consultant Contract without CRA's prior written consent, which may be withheld in CRA's sole discretion.

8. Consultant hereby covenants and agrees that in the event any of the payments under the CRA Development Agreement are disbursed directly to Consultant, it will receive and hold any such proceeds as a trust fund for the purpose of paying the costs of the labor, equipment and supplies used in performing the services for the Project and will apply these same first to payment of such costs before using any part thereof for any other purposes.

9. Consultant covenants and agrees that upon CRA's request it shall furnish to CRA a current list of all persons or firms with whom Consultant has entered into subcontracts or other agreements relating to the performance of work or furnishing of materials in connection with the Project, together with a statement as to the status of each of such subcontracts or agreements and the respective amounts, if any, owed by Consultant thereunder.

10. The persons executing this Acknowledgement and Consent on behalf of the Consultant represents and warrants that (i) Consultant is duly organized and existing, (ii) they are duly authorized to execute and deliver this Acknowledgment and Consent on behalf of Consultant, (iii) by so executing this Acknowledgment and Consent, Consultant is formally bound to the provisions of this Acknowledgment and Consent, and (iv) the entering into this Acknowledgment and Consent does not violate any provision of any other agreement to which Consultant is bound. This Acknowledgment and Consent shall be binding upon the heirs, executors, administrators, successors and assigns of the Consultant.

11. Consultant represents and warrants that it has full authority under all applicable state and local laws and regulations to perform its obligations under the Consultant Contract in accordance with the terms thereof.

12. This letter shall be binding upon Consultant and its successors and permitted assigns and shall inure to the benefit of CRA and its successors and assigns.

[Signature page follows]

Very truly yours,

[Consultant]

By: _____
Name:
Title:

File #: **Version:**

Report to Carson Reclamation Authority

Monday, February 10, 2025, 4:00 PM

CONSENT 3.

To: Carson Reclamation Authority

From: John Raymond, Executive Director

Subject: CONSIDER A SCHEDULE OF COVERED OPERATIONS, NAMED INSURED, AND LIMITS OF LIABILITY AMENDATORY ENDORSEMENT TO A CONTRACTOR'S POLLUTION LIABILITY INSURANCE POLICY WITH ALLIANZ WITH AN ADDITIONAL LIMIT OF $5,000,000 FOR AN AGGREGATE LIMIT OF $10,000,000, AT AN ADDITIONAL PREMIUM NOT TO EXCEED $50,000 PLUS SURPLUS LINES TAXES AND STAMPING FEES ESTIMATED AT $1,600, PROCURED AND PAYABLE THROUGH MARSH USA, INC; AND AUTHORIZE THE EXECUTIVE DIRECTOR TO BIND THE ENDORSEMENT TO THE POLICY

I. SUMMARY

The CRA Board approved the annual renewal of the CRA's Contractors Pollution Liability ("CPL") policy on December 9, 2024, which was for the O&M work only. The understanding then was that staff would return at a future date with an endorsement adding the scope of the Lenardo Drive construction work at an additional premium.

In consideration of an additional premium of $50,000, this Policy is amended as by amending the section on Covered Operation and Named Insured, which was amended to include SL Carson Builders, LLC ("Snyder Langston") and amending it to include the following Schedule of covered operation(s):

Schedule of covered operation(s):

1. Tasks 1 thru 7 (as described in full in Exhibit A to the Letter Amendment between RE Solutions, LLC and Carson Reclamation Authority dated July 23, 2024
2. Ancillary vendor contracts/pre-construction services, MBI Contract, Mayfield Contract, Oakridge Contract, Securitas Contract
3. Roadwork scope to be provided (described as roadwork and will be updated on submission to the Company for a more complete description)

II. RECOMMENDATION

1. **APPROVE** A SCHEDULE OF COVERED OPERATIONS, NAMED INSURED, AND LIMITS OF LIABILITY AMENDATORY ENDORSEMENT TO A CONTRACTOR'S POLLUTION LIABILITY INSURANCE POLICY WITH ALLIANZ WITH A LIMIT OF $10,000,000 AT AN ADDITIONAL PREMIUM NOT TO EXCEED $50,000 PLUS SURPLUS LINES TAXES AND STAMPING FEES ESTIMATED AT $1,600, PROCURED AND PAYABLE THROUGH MARSH USA, INC.

2. **AUTHORIZE** the Executive Director of the CRA to bind the Endorsement to the Policy.

III. ALTERNATIVES

TAKE another action the Board deems appropriate.

IV. BACKGROUND

CPL is a contractor-based policy, typically offered on a claims-made basis, that provides third-party coverage for bodily injury, property damage, defense, and first party coverage for cleanup resulting from pollution conditions (sudden/accidental and gradual) arising from contracting operations performed by or on behalf of a contractor party.

The original 2017 Tokio Marine policy was for a total term of six years (commencing at the inception in 2016), or until December 21, 2022. Once that policy expired in 2022, the replacement CPL first approved in 2022 (with no PLI) was substantially less in terms of limit and premium, with a recommended limit of $5,000,000 and a premium of $52,250. Since the CRA was no longer performing construction work on the site and was only doing O&M activities, the coverage was intended to sit as excess CPL coverage above the environmental contractor's (until last year, WSP) coverage.

The policy was renewed in 2023 at the same premium as 2022's, $52,250. In May 2024 the site's development manager, RE|Solutions, LLC, replaced WSP as the environmental contractor and began self-performing the environmental work of managing the landfill gas collection and groundwater extraction systems. The change in the overall contract and increased O&M scope required the CRA to amend its CPL policy at an additional cost of about $6,000, bringing the policy premium to $58,850. The 2024 renewal quote from Allianz stayed at the same premium as 2023 even though an additional $1,223,000 in contract work was added mid-term. The renewal rate per $1,000 of contract value was reduced from 0.0375 to 0.0225 to achieve the flat premium.

This program was still a "bridge program" intended to be replaced when CGO commenced intrusive work on the site (e.g. grading, drilling, or construction), as they will be required to cover the CRA under their own (separate or joint) CPL policies for their cells under the terms of the Insurance Administration Agreement approved by the CRA. These policies will be at higher limits than the current $5,000,000. Since the CRA will commence intrusive work on the construction of Lenardo Drive before CGO places its master CPL policy, the CRA is amending the CPL policy to capture the additional pollution risk of the road construction. That cost could have been considerably higher than the existing policy based on the contract value of the road improvements vs. the O&M work, but it came in slightly less, at $50,000. It is also subject to cancellation and return of premium provisions to allow the CRA to be refunded the additional premium.

This policy adds $5,000,000 in limit specifically for the road construction to the $5,000,000 already in place for O&M and site management work. The premium for the CPL is estimated at $50,000 plus $1,600.00 for Surplus Lines Taxes and Stamping Fees (3.2%). Since this is specifically related to the construction of Lenardo Drive it will be charged to the 2024 Lease Revenue Bonds.

V. FISCAL IMPACT

The total is estimated at $51,600, chargeable as a project cost to Lenardo Drive.

VI. EXHIBITS

1. Amendatory Endorsement

Attachments

CPL Endorsement for Lenardo

DEFINITIONS AMENDATORY (COVERED OPERATION AND NAMED INSURED), SCHEDULE OF COVERED OPERATION(S) AND LIMITS OF LIABILITY AMENDATORY ENDORSEMENT MANUSCRIPT

This Endorsement modifies insurance provided under the following:

ENVIRONMENTAL PROTECT PROJECTS – OCCURRENCE

In consideration of an additional premium of $ 50,000, this Policy is amended as follows:

A. **Section 4 – Definitions**, **E. Covered operation** is deleted in its entirety and replaced with the following:

E. **Covered operation** means any **covered operation** listed on a Schedule of **covered operation(s)** attached to this Policy, provided those activities are performed by or on behalf of the **insured** at a job site. **Covered operation** includes **completed operations** and **transportation**. A job site shall include real property rented or leased by the **insured** for storage of equipment or materials in conjunction with any **covered operation**.

B. Solely with respect to Item 3 as listed on the Schedule of **covered operation(s)**, **Section 4 – Definitions**, **O. Named insured** is amended to include the following additional entity to be added to the Scheduled Entities:

[Scheduled Entities:]
Snyder Langston Carson Builder

C. The Policy is amended to include the following Schedule of **covered operation(s)**:

Schedule of **covered operation(s)**:

1. Tasks 1 thru 7 (as described in full in Exhibit A to the Letter Amendment between RE Solutions, LLC and Carson Reclamation Authority dated July 23, 2024

2. Ancillary vendor contracts/pre-construction services, MBI Contract, Mayfield Contract, Oakridge Contract, Securitas Contract

3. Roadwork scope to be provided (described as roadwork and will be updated on submission to the Company for a more complete description)

D. The **DECLARATIONS**, **ITEM 6. LIMITS OF LIABILITY** is deleted in its entirety and replaced with the following:

ITEM 6. LIMITS OF LIABILITY

Each Incident Limit	$ 5,000,000	
Coverage Limit	$ 5,000,000	solely with respect to items 1. and 2. of the Schedule of **covered operations**
	$ 5,000,000	solely with respect to Item 3 of the Schedule of **covered operations**
Policy Aggregate Limit	$ 10,000,000	

E. **Section 3 – Limits of Liability and Deductible**, **B. Coverage Limit** is deleted in its entirety and replaced with the following:

Subject to the policy aggregate limit, the Company's total liability for all loss under each Coverage in Insuring Agreements A through B for items 1. and 2. of the Schedule of **covered operations** will not exceed the Coverage Section Aggregate Limit applicable to that particular coverage section. Subject to the policy aggregate limit, the Company's total liability for all loss under each Coverage in Insuring Agreements A through B for Item 3. of the Schedule of **covered operations** will not exceed the Coverage Section Aggregate Limit applicable to that particular coverage section.

All other terms and conditions of the Policy remain unchanged.

File #: **Version:**

Report to Carson Reclamation Authority

Monday, February 10, 2025, 4:00 PM

CONSENT 4.

To: Carson Reclamation Authority

From: John Raymond, Executive Director

Subject: CONSIDER AUTHORIZING EXECUTIVE DIRECTOR TO APPROVE AMENDMENT NO. 2 TO A PRECONSTRUCTION AGREEMENT WITH SL CARSON BUILDERS, LLC ("SLCB") FOR SERVICES RELATED TO THE CONSTRUCTION OF LENARDO DRIVE, EXTENDING THE TERM OF THE AGREEMENT TO FEBRUARY 28, 2025 AND THE PRE-CONSTRUCTION BUDGET BY $119,683, TO A TOTAL OF $498,571

I. SUMMARY

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

While the revisions to the RES contract were being drafted, the CRA and SLCB entered into a Preconstruction Agreement to assist the CRA in accelerating and expediting the subcontractor bid process, which ordinarily would be Task Order 1 under RES. RES, under its Site Management activities, is still managing the environmental and civil engineering designs and the approval process, as well as working with the site utilities and other regulators, to arrive at a set of final documents for bidding by SLCB to the construction trades and subcontractors.

The Preconstruction Agreement sped up the overall process because it allowed SLCB to perform certain necessary tasks concurrently with RES's activities, rather than after the CRA/RES amendment was fully negotiated. As a result, it helped the CRA keep to its schedule better. Because the RES negotiations were lengthier than expected, the Preconstruction Agreement was extended in December to January 15, at an additional cost of $130,000, and now needs to be extended on final time to February 28, at an additional cost of $119,683 for a total of $498,571. Since the RES agreements are on this agenda, meaning that their agreement with SLCB can be finalized and executed shortly, it is anticipated that this is the final amendment of this agreement needed.

II. RECOMMENDATION

AUTHORIZE EXECUTIVE DIRECTOR TO ENTER INTO AMENDMENT NO. 2 TO A PRECONSTRUCTION AGREEMENT WITH SL CARSON BUILDERS, LLC ("SLCB") FOR SERVICES RELATED TO THE CONSTRUCTION OF LENARDO DRIVE ON THE FORMER CAL COMPACT LANDFILL, IN AN AMOUNT NOT TO EXCEED $119,683, IN A FORM ACCEPTABLE TO THE AUTHORITY COUNSEL

III. ALTERNATIVES

TAKE another action the Board deems appropriate.

IV. BACKGROUND

In June, in response to a request from the CRA in an effort to move the construction of Lenardo more quickly (with sacrificing necessary steps), SLCB proposed a Scope of Work with a not-to-exceed budget of $248,888 to perform the preconstruction needed services to prepare trade subcontractor bid packages and solicit trade bids for the work related to the Lenardo Drive Street Improvement work. SLCB assembled the necessary staff and began to perform the agreed-upon preconstruction scope of services.

The original agreement expired on November 1, but was extended to January 15 at an additional cost of $130,000. SLCB is still working under this Preconstruction Contract, and one additional extension, to February 28, is necessary, at an additional cost of $119,683. A some point between now and February 28 the RES Second Letter Agreement with the CRA and the RES-SLCB Master Agreement will be executed and the remaining preconstruction work will be charged under the RES Agreements.

V. FISCAL IMPACT

The Additional Compensation to be paid to SLCB shall be on a Time & Material basis not exceeding the contract amount ($498,571.00). The charges to date have been paid from the Measure R measure M Bonds.

VI. EXHIBITS

1. Preconstruction Scope of Services

Attachments

Preconstruction Scope of Services_CRA2025.01

APPENDIX "C"

Preconstruction Scope of Services Cost Breakdown

Client Carson Reclamation Authority

Project District at South Bay Lenardo Street Improvements - Add Services #002

DATE: January 23, 2025

Services Commencement Date:	**2/1/2025**
Services Completion Date:	**2/28/2025**
Total Precon Duration (wks):	**4.00**

	Description	Hours Per Week	Weeks	Hourly Rate	Extended Amount
Cost Estimating Services					**$ 116,230**
	Control Budget				**NIC**
	Excluded				NIC
	90% CD's- Set GMP				**$ 116,230**
	K.McCarty - PX @ 60% average	24.00	4.00	$ 266.00	$ 25,517.76
	M.Nevarez - PM @100%	40.00	4.00	$ 192.00	$ 30,698.06
	H.Cluse - PE @100%	40.00	4.00	$ 103.00	$ 16,468.23
	T.Watson - Project Coordinator	2.00	4.00	$ 107.00	$ 855.39
	V.Ascencio - Project Accountant	2.00	4.00	$ 122.00	$ 975.30
	A.Garcia - Superintendent	40.00	4.00	$ 227.00	$ 36,294.06
	R.Cavecche - SVP Operations	2.00	4.00	$ 328.00	$ 2,622.13
	Legal Expenses - Allowance	1.00	4.00	$ 450.00	$ 1,798.71
	Misc Expenses Allowance (Plan Repro / Travel, etc..)	1.00	1.00	$ 1,000.00	$ 1,000.00
Constructability Review Services					
	Define Documents that will be Reviewed				**NIC**
	3rd Party CheckSET Review	0.00	0.00	$ -	NIC
	Snyder Langston Review - Included above	0.00	0.00	$ -	NIC
	Subcontractor Review	0.00	0.00	$ -	NIC
Phasing, Staging, and Access Planning Services					**NIC**
	Excluded				NIC
Project Scheduling Services					**$ 3,454**
	Schedule - Revisions by Scheduler	4.00	4.00	$ 216.00	$ 3,453.53
Building Information Modeling (BIM) Services					
	Clash Detection, Coordination and Resolution				**NIC**
	BIM Manager	0.00	0.00	$ -	NIC
	Snyder Langston Review	0.00	0.00	$ -	NIC
Preconstruction Administration/Coordination Services					**NIC**
	Continuous Estimating Feedback/Target Value Delivery				**NIC**

TOTAL Preconstruction Services Allowance: **(Add Services #002)** **$ 119,683**

File #: **Version:**

Report to Carson Reclamation Authority

Monday, February 10, 2025, 4:00 PM

DISCUSSION 4.

To: Carson Reclamation Authority

From: John Raymond, Executive Director

Subject: CONSIDER FIRST LETTER AMENDMENT AND SECOND LETTER AMENDMENT TO AMENDED AND RESTATED ENVIRONMENTAL REMEDIATION AND DEVELOPMENT MANAGEMENT AGREEMENT, DATED JUNE 20, 2019 (THE "ORIGINAL AGREEMENT"), BETWEEN THE CARSON RECLAMATION AUTHORITY ("CRA") AND RE|SOLUTION, LLC, OF DENVER, COLORADO; AND RECEIVE AND FILE THE AMENDED AND RESTATED MASTER AGREEMENT FOR CIVIL IMPROVEMENTS BETWEEN RE| SOLUTIONS, LLC and SL CARSON BUILDERS, LLC

I. SUMMARY

The Carson Reclamation Authority ("CRA") and RES entered into an Amended and Restated Development Management Agreement, dated June 20, 2019 (the "Original Agreement"), as amended by a Letter Amendment dated July 23, 2024 (the "Original First Letter Amendment"). The proposed amended First Letter Amendment shall supersede the Original First Letter Amendment in its entirety and shall expire on July 31, 2027, unless earlier terminated pursuant to the terms of the First Letter Amendment.

In addition, the Second Letter Amendment will amend the Original Agreement concurrently with the First Letter Amendment. The Original Agreement, as amended by the First Letter Amendment and the Second Letter Amendment, is referred to herein as the "Agreement". The Second Letter Amendment shall expire on June 30, 2027, unless earlier terminated pursuant to the terms of such amendment.

The two amendments are for different scopes of work: like the July 2024 Letter Amendment, the First Letter Amendment generally covers the O&M, Site Management work, pre-construction work, and related tasks, while the Second Letter Amendment is specific to the Phase 2 Development Improvements, largely the construction of Lenardo Drive, Stamps Road and other associated improvements on or adjoining the Cal Compact Landfill site ("Site" / "Property").

Also included as a Receive and File item is the amended and restated agreement between RES and SL Carson Builders, LLC, the general contractor.

II. RECOMMENDATION

1. **APPROVE** the FIRST LETTER AMENDMENT TO AMENDED AND RESTATED ENVIRONMENTAL REMEDIATION AND DEVELOPMENT MANAGEMENT AGREEMENT WITH RE|SOLUTIONS, LLC in a form acceptable to the Authority Counsel
2. **APPROVE** the SECOND LETTER AMENDMENT TO AMENDED AND RESTATED ENVIRONMENTAL REMEDIATION AND DEVELOPMENT MANAGEMENT AGREEMENT WITH RE|SOLUTIONS, LLC in a form acceptable tot the Authority Counsel
3. **AUTHORIZE** the Executive Director to **EXECUTE** the FIRST and SECOND LETTER AGREEMENTS

4. **RECEIVE** and **FILE** the AMENDED AND RESTATED MASTER AGREEMENT FOR CIVIL IMPROVEMENTS BETWEEN RE| SOLUTIONS, LLC AND SL CARSON BUILDERS, LLC

III. ALTERNATIVES

TAKE another action the Board deems appropriate.

IV. BACKGROUND

In 2023, the CRA anticipated the wind-down of RES' work under Original Agreement, with some post-closure tasks such as overseeing the O&M contractor and providing regular reports to the environmental regulators to be performed by CRA (City) staff. However, the plan to create these new City/CRA positions was deemed impractical for several reasons and never proceeded forward. In early 2024, the CRA changed direction and negotiated the Original First Letter Amendment to the Original Agreement to allow RES to directly assume the Site Management and O&M work on the CRA's behalf. The decision to construct Lenardo Drive under the Original Agreement, as amended by a Second Letter Amendment, came later in 2024 and the negotiation and reconciliation of the two amendments has been ongoing since July 2024.

Under the Original First Letter Amendment in July, RES expanded its Project Management/On-Site Management responsibilities to include directly performing the O&M work (then under contract with WSP-Golder USA, Inc., whose contract was ending), while retaining all the Site Management responsibilities and Site coordination among and between the private developers and the CRA.

First Letter Amendment

The purpose of amending the First Letter Amendment was to separate certain tasks that will now be included in the Second Letter Amendment, and to clarify certain provisions related to insurance, indemnification, termination, and other sections of the Agreement. The general scope of work between the Original First Letter Amendment and the newly proposed First Letter Amendment is largely the same. However, the scope has been expanded and clarified under the First Letter Amendment, which requires RES to perform the following services:

O&M Obligations

a. RES provides all labor, materials, tools, equipment, machinery, and other items necessary to perform the CRA's O&M Obligations with respect to the 157 Acre Site ("Site" / "Property") as required under applicable DTSC documentation / regulatory requirements and Environmental Laws in a diligent and workmanlike manner utilizing qualified personnel and good and sufficient materials and equipment. Such services are generally described as follows:

    Task 1**:** O&M Management Services (includes regulatory coordination, permitting and reporting for DTSC, SCAQMD, LACSD, LACPW, Cal-EPA, and the local CUPA, a well as updates to the CRA)
    Task 2: O&M of Landfill Cap System ("Cap")
    Task 3: O&M of the Gas Collection and Control System ("GCCS")
    Task 4: O&M of the Groundwater Extraction and Treatment System ("GETS") Task 5: Groundwater Monitoring
    Task 6: Perimeter Air and Noise Monitoring
    Task 7: Allowances and Contingency

a. Such services must be performed in strict compliance with all federal, state, and local agency regulations and requirements (including, without limitation, DTSC regulations/requirements, DTSC Documents, Environmental Laws, AQMD, LACSD, LACPW, CAL-EPA, the local CUPA, LEA, LACFD, and CRA requirements and regulations). Subject to its right to reimbursement, RES is responsible for coordinating and paying the costs of laboratory testing required.

a. RES is responsible for submitting applications, coordinating, and maintaining necessary permits and approvals (each in the name of the CRA) required to perform the work required under Tasks 1 -7 and specifically to operate and maintain the existing Remedial Systems on the Site and any modifications thereto during the Term of the First Letter Amendment or any extension thereof. RES is responsible for permit renewal in a timely fashion in the event such permits are subject to expiration or require renewal during the Term of the First Letter Amendment.

Project Management/On-Site Management. RES shall serve as the On-Site Development Manager on the Site which includes overseeing the O&M work, plus all the Site coordination among and between the private developers and the CRA. An example of such Site coordination is air quality/dust monitoring and noise & vibration monitoring, which will be performed by the CRA during the construction but billed back to the developers on a pro rata basis. Neither is really an O&M activity so doesn't fall under the fixed price O&M contract, and instead belong under "Site Management." The remainder of the Site Management and O&M work will be performed by RES and its subcontractors. The costs of such work are generally described below.

a. Monthly Site Management Costs. These are costs for the Site, including trailer rental, fencing, and basic maintenance. These are pass-through costs and not compensation to RES.

a. Site Security. Because of its status as an unclosed landfill with active O&M facilities and operations, the CRA maintains 24/7 security on the Site. Site security costs will increase this year as construction begins, as the second entry gate will open to service visitors and construction workers, while the other gate will be for specific construction-related traffic.

a. Mayfield and Oak Ridge are the contractors that provide for weed abatement and assist during the rainy season with SWPPP compliance, managing the stormwater.

a. MBI is the CRA's Qualified SWPPP Practitioner, meaning they produce the annual stormwater management plan and maintain the records with the Water Board.

Predevelopment Services. While RES performs the Site Management Work and the O&M Work described above, the Project Management Work shall also continue throughout the Term of the Agreement, including without limitation, during the Development Period, as applicable.

Stormwater Work. There is a single NPDES stormwater permit (the "Stormwater Permit") and one stormwater pollution prevention plan ("SWPPP") for the Property and the CRA has determined that all operation and development activities at the Site shall be conducted under the Stormwater Permit and SWPPP. Prior to commencement of construction at the Property, RES shall be responsible for (A) updating the SWPPP as necessary, (B) the installation and maintenance of Best Management Practices required by the SWPPP ("BMP's"), (C) pumping all stormwater as necessary, (D) conducting all inspections required by the SWPPP, (E) confirming that all required maintenance/repair identified by any inspections has been completed, and (F) filing all reports required by the SWPPP. From and after the transfer of the Remainder Cells (i.e., Cells 3, 4, and 5) to Carson Goose Owner, LLC ("CGO Developer"), the installation and maintenance of BMP's within the construction area for the Remainder Cells (as identified in the applicable SWPPP update) and the pumping of stormwater from pile excavations/depressions located on the Remainder Cells shall be the CGO Developer's responsibility.

Public Participation. RES shall review and update the existing Public Participation Plan for the Project as and when required by CRA; manage and conduct Public Participation activities as may be required by DTSC; prepare project Fact Sheets, Work Notices or other public information documents, as may be required or requested by DTSC. As may be requested by the CRA, RES will also be responsible for preparing updates to the public website for the Project to keep it current with on-going project activities as the Site is remediated and developed.

Management of MMRP. The Mitigation Monitoring and Reporting Program ("MMRP") applies to the CGO Developer's project ("CGO Project"), which was analyzed under the 2022 Supplemental EIR. The primary responsibility for complying with the MMRP with respect to the development of the CGO Project will be the developers developing any portion of the CGO Project; however, the CRA will provide for the implementation of the following mitigation and monitoring measures required by the MMRP on a Property-wide basis, with a reimbursement by the CGO Developer for its pro rata costs:

a. Noise and Vibration Monitoring. RES shall be responsible for implementing the MMRP noise & vibration mitigation measures on a Site-wide basis for all construction activities at the Property; developing the noise management plan for the City's and CRA's approval; performing the noise monitoring required by the plan, providing written notices to any party causing a violation of the plan requirements and providing written notice to the CRA if any party causing a violation of the plan requirements fails to take the appropriate corrective action; acting as the construction relations officer as required; and, performing the required noise & vibration monitoring, providing written notices to any party causing a violation under such Mitigation Measure and providing written notice to the CRA if any party causing a violation under such Mitigation Measure fails to take the appropriate corrective action.

a. Fugitive Dust Control Program. RES shall be responsible for implementing the MMRP dust control mitigation measures on a Site-wide basis for all construction activities at the Property; developing the required fugitive dust control program for the City's and CRA's approval; performing the dust monitoring required by the plan approved fugitive dust control plan, providing written notices to any party causing a violation of the plan requirements and providing written notice to the CRA if any party causing a violation of the plan requirements fails to take the appropriate corrective action; and providing the CRA and Property developers with written notice when forecasted particulate or ozone exceedances prohibit construction activities at the Property.

a. Coordination with Vertical Developers/Review of Vertical Developer Submittals. If a Vertical Developer submits a written request to the CRA requesting RES's review and comment on any plans, reports or other documents related to their proposed project to be submitted by such Vertical Developer to any Governmental Authority, and the CRA approves such request in writing, RES shall review the proposed submittal and provide any comments for the requesting party's and the CRA's review. Such comments shall not be binding on the requesting party or the CRA and the requesting party's incorporation of any RES comments shall not release the requesting party or its consultants from any liability related to the preparation of its submittal or create any liability for RES to the requesting party or its consultants, the CRA or the applicable Governmental Authority.

Compensation Under the First Letter Amendment

RES' compensation shall be an amount equal to payment of RES' invoiced time based on the hourly rates and Task categories set forth in Exhibit E for the performance of RES's responsibilities under the First Letter Amendment, (b) reimbursement of approved RES expenses incurred in connection with its services performed under this First Letter Amendment, but expressly excluding any insurance premiums associated with the insurance that RES is required to maintain (including any renewals or extensions thereof) and (c) reimbursement of all amounts payable by RES under the Approved Contracts for work performed prior to, as applicable, the assignment of such contracts to the CRA or the termination of such contracts pursuant to their terms.

Notwithstanding the foregoing to the contrary, the O&M including operation of the Landfill Operation Center (the groundwater system and the gas collection system) and other daily testing and monitoring shall not exceed $195,000 per month prior to the commencement of construction on any portion of the Property; in addition, there is an allowance of up to $1,000,000 annually in “time and materials” allowances (“Task 7 Allowances”).

Second Letter Amendment

The scope of work in the Second Letter Amendment is primarily related to the construction of Lenardo Road and Stamps Drive and certain other related improvements, referenced as the “Phase 2 Development Improvements”. This scope is described below:

Phase 2 Development Services. RES shall oversee and manage the design, permitting, construction, and approvals for the “Phase 2 Development Improvements” (the “Phase 2 Development Services”). The Phase 2 Development Improvements means the following improvements:

1. The sewer, storm drain, domestic water, and recycled water systems within the right of way for Lenardo Drive from Main Street to Avalon Boulevard and Stamps Road from Del Amo Boulevard to Lenardo Drive (the “Designated Street Area”);
2. The electrical, gas, telecommunications, and broadband services within the Designated Street Area;
3. The earthwork related to the construction of the Designated Street Area, including grading, shoring, excavation, and backfill; also included is relocation of stockpiled aggregate, soil, or clay on the Site, and the improvement of construction access roads and laydown areas to support Lenardo construction;
4. The foundation systems for streetlights, traffic signals, and other applicable electrical equipment, backbone utility infrastructure, and irrigation controllers over waste, including caissons and piles;
5. The paving and flatwork on the Designated Street Area, including asphalt, concrete, and striping; plus, any required roadway improvements on the section of Lenardo/Stadium Way located on the Torrance Lateral bridge or the section of the street currently in the Caltrans right of way between the bridge and Avalon Boulevard, including the construction of water and electrical lines;
6. The streetlights and traffic signals in the Designated Street Area;
7. The median islands, median island landscaping, and other Site landscaping within the Designated Street Area and along the Torrance Lateral;
8. The utilities and foundations for the three (3) Pylon signs on the slope adjacent to the 405 freeway;
9. The signalization improvements at the intersection of Stamps and Del Amo;
10. The grind and overlay work for Del Amo from Main to the edge of the Kay Calas Bridge, including concrete traffic lanes at the Main Street intersection; and
11. The following remedial systems/improvements:
    a. any remedial construction of partially-installed improvements [existing cap/liner on Cell 2 or existing GCCS improvements] as necessary to complete items 1-7 and 11(b), (c) and (d);
    b. keying the edge of the landfill caps into the street improvements adjacent to the Remainder Cells;
    c. buffer zone improvements on Cells 1 and 2 (sufficient geomembrane liner and certain other remedial system improvements on Cells 1 and 2 to meet the provisions of the MAPO and other Environmental Regulatory Requirements); and
    d. installation of the GCCS vaults and header line in Cell 2.

The portions of the Phase 2 Development Improvements described in items 1-10 are referred to as the "GMAX Price Improvements” (note: this term is used because the SL Contract is intended to provide for the completion of Lenardo Dr. / Stamps Road for one or more guaranteed maximum prices which is to be defined in applicable future Work Orders (all such sums collectively, the “GMAX Price”)). and the portions of the Phase 2 Development Improvements described Item 11 are referred to as the “Bid Alternative Improvements.” The portions of the GMAX Price Improvements that are to be accepted by an applicable public or quasi-public entity/utility for permanent maintenance are referred to as the “Public Improvements” and the Bid Alternative Improvements and the portions of the GMAX Price Improvements to be owned and maintained by CRA or a vertical developer are referred to as the “Private Improvements”.

The Phase 2 Development Services include:

(a) *Design and Permitting of Phase 2 Development Improvements*. The preparation, plan check, approval and permitting of the construction drawings for the Phase 2 Development Improvements. In addition, RES shall perform the following services:

(i) Oversee and manage the design work/subcontracts listed in Parts 1 and 2 of Exhibit B of the Second Letter Amendment, to the extent applicable to the preparation, plan check, approval and permitting of the construction drawings for the Phase 2 Development Improvements;

(ii) Oversee, manage, and/or assist with the coordination with CRA, CGO Developer and the following public utilities and governmental authorities with respect to the Phase 2 Development Services: Southern California Edison, Caltrans, South Coast Air Quality Management District, California Regional Water Quality Control Board, Los Angeles County Flood Control District, the City of Carson, Los Angeles County Public Works, California Water Service, West Basin Municipal Water District, and Southern California Gas Company, each to the extent required; and

(iii) RES shall oversee, manage, and coordinate with the CRA to obtain any permits or approvals to be issued by any Governmental Authority or utility for the construction of the Phase 2 Development Improvements.

(b) *Construction of the Phase 2 Development Improvements*. RES shall oversee and manage SL Carson Builder, LLC's ("Snyder Langston") construction of the Phase 2 Development Improvements pursuant to that certain Amended and Restated Master Agreement for Civil Improvements between RES and Snyder Langston, which is proposed to be executed immediately following the execution of the Second Letter Amendment (the "SL Contract"), and any Work Orders or Change Orders (each as defined in the SL Contract) entered into pursuant to the SL Contract related to the Phase 2 Development Improvements. RES shall oversee and manage all field work through one or more full-time personnel during the construction of the Phase 2 Development Improvements. RES shall act as the primary point of contact for the performance of any environmental remediation required with respect to the completion of the Phase 2 Development Improvements.

RES shall coordinate the confirmation of substantial and final completion; schedule and coordinate inspections; review the accuracy of punch-lists of incomplete or unsatisfactory work prepared by applicable contractors, subcontractors, and/or public agency inspectors for the Phase 2 Development Improvements and arrange for and supervise the completion of all punch-list items and final acceptance thereof.

(c) *Health and Safety Construction Support*. Any health and safety construction support required in conjunction with the completion of the Phase 2 Development Improvements shall be provided by EKI and (ii) any work necessary to address any landfill waste or other Hazardous Materials encountered in conjunction with the Completion of the Phase 2 Development Improvements shall (A) be designed and permitted by EKI pursuant to an amendment to the EKI Approved Agreement, and (B) be completed by Snyder Langston pursuant to a change order to the SL Contract. RES shall be responsible to oversee and manage EKI and Snyder Langston in the performance of such activities and to ensure that the same are completed in compliance with all applicable Environmental Regulatory Requirements.

(d) *Stormwater Work*.

(i) RES shall be responsible for any updates to the SWPPP that are required for the construction of the Phase 2 Development Improvements pursuant to the Second Letter Amendment.

(ii) From and after commencement of construction on the Phase 2 Development Improvements, the installation and maintenance of BMP's and the pumping of stormwater from pile excavations/depressions within the construction area for the Phase 2 Development Improvements (as identified in the applicable SWPPP update) shall be delegated to Snyder Langston under the applicable construction contract and RES' responsibility shall be limited to the management of the same pursuant to the terms of the Second Letter Amendment.

(e) *Miscellaneous Development Services*. RES shall perform the following services with respect to the Phase 2 Development Improvements:

i. Scheduling and Value Engineering. RES shall oversee and implement any value engineering analysis regarding the schedule, design, planning, construction, systems, and other criteria and alternatives relating to the Phase 2 Development Improvements and prepare project schedules as required by CRA for the design and construction phases of the Phase 2 Development Improvements. RES shall update such schedules on a monthly or more frequent basis as required by CRA.

i. Lien Releases and Waivers. RES shall implement procedures for obtaining lien releases and waivers in connection with each CRA payment from all contractors, subcontractors and other mechanic's and materialmen's lien claimants and pursuant to such procedures, obtain partial, conditional and final lien releases and waivers (which may be retained and stored in electronic format), subject to CRA approval.

i. Reporting. RES shall keep CRA informed as to job progress, including providing written job progress reports, by the fifteenth (15^{th}) day of each month during the Term hereof, or more frequently if reasonably required by CRA.

i. Additional Services. RES shall perform such other project administration services as may be reasonably requested by CRA, including preparing such other reasonably requested schedules, reports, budgets and other technical data, and attending such meetings during the term of the Second Letter Amendment as CRA may reasonably request in order to assist in the preparation of the contract documents, Project Budgets, cost estimates, any proposed changes in any Project Budget or construction schedule or in any other documents and instruments relative to the RES work or the Phase 2 Development Services, as necessary or appropriate so that completion of the RES work may be accomplished within the budgetary and time objectives specified herein.

Sources and Uses Letter

The Second Letter Amendment requires the CRA to demonstrate that it has sufficient funding for the completion of the Phase 2 Development Improvements to RES, and RES may suspend construction of the Phase 2 Development Improvements if the CRA does not have sufficient funds to ensure completion of such improvements. The CRA has provided a "Sources and Uses Letter" detailing the availability and current balances of the sources of funding for the project against the most recent estimate of total project costs to demonstrate that there are sufficient funds available to complete the Phase 2 work. These numbers will be updated again once "order of magnitude" numbers are received from the contractor, and further refined once the contractor gets close to awarding bids to the trade subcontractors.

All the Phase 2 Development costs, including the Phase 2 Development Services, will be paid from these Sources and Uses and not from general CRA revenue and are included in the overall project budget.

Compensation for Phase 2 Services

The CRA shall pay RES the following as compensation for the RES Work performed pursuant to this Second Letter Amendment:

(a) For certain work performed pursuant to the Original Agreement and the Second Letter Amendment, RES shall be compensated as follows: (a) payment of RES' invoiced time based on the hourly rates and Task categories set forth in Exhibit A; (b) reimbursement of approved RES expenses incurred in connection with its services performed under this Second Letter Amendment, which shall include the Commercial General Liability insurance and CGL Excess Liability Insurance that RES is required to maintain pursuant to the Agreements; and (c) reimbursement of all amounts payable by RES under the Approved Agreements for work performed prior to, as applicable, the assignment of such contracts to the CRA or the termination of such contracts pursuant to their terms.

(b) For all other work performed pursuant to this Second Letter Amendment: (a) Reimbursement of all amounts payable by RES under certain Approved Agreements for work performed prior to, as applicable, the assignment of such contracts to the CRA or the termination of such contracts pursuant to their terms; (b) an amount equal to five percent (5%) of the amounts set forth in the preceding clause (a); and (c) reimbursement of approved RES expenses incurred in connection with its services performed under this Second Letter Amendment.

(c) RES shall be entitled to the amount of $138,844 ("Project Mobilization Fee") which shall be paid to RES by the CRA within thirty (30) calendar days after the execution of this Second Letter Amendment as a fee for mobilization for the Phase 2 Development Improvements.

(d) RES shall be entitled to the amount of $138,844 ("Project Demobilization / Completion Fee") which shall be paid to RES by the CRA within thirty (30) calendar days of the earlier to occur of the following: (a) termination of this Second Letter Amendment in order to compensate RES for its demobilization costs associated with the Project; or (b) Completion of all of the Phase 2 Development Improvements, as set forth herein.

SL Carson Builders Contract

As noted in several sections above, the prime general contractor on the Phase 2 Project is SL Carson Builders, LLC, which has been under contract with RES since 2018 for the Cell 2 and all the civil and horizontal work on the site, including what is now described as the Phase 2 Improvements. As the scope of that work has been refined and certain other changes to the Project occurred, the original agreement has been amended to reflect those changes. The amended and restated agreement is now final with one last reconciliation against changes that may be required pursuant to changes made to the Second Letter Agreement since the draft was final. A copy of the Amended and Restated Master Agreement for Civil Improvements Between RE|Solutions, LLC and SL Carson Builders, LLC as a Receive and File item by the Board, since it is not directly approved by the CRA.

This is the master agreement; the specific GMAX costs and scopes will be contained in specific work orders, which will be entered into after the bidding process on the trades is complete.

V. FISCAL IMPACT

RES' compensation is partly based on a set of hourly rates for certain Site Management and Preconstruction Tasks plus the reimbursement of approved RES expenses incurred in connection with its services performed under this First Letter Amendment. The O&M including operation of the Landfill Operation Center (the groundwater system and the gas collection system) and other daily testing and monitoring shall not exceed $195,000 per month prior to the commencement of construction on any portion of the Property, although air quality testing among other costs will increase during construction and such costs will be allocated to site management and a portion reimbursed by the vertical developer; in addition, there is an allowance of up to $1,000,000 annually in Task 7 Allowances.

The RES compensation for work performed pursuant to the Second Letter Amendment:

(a) For certain work performed pursuant to the Original Agreement and the Second Letter Amendment, RES shall be compensated as follows: (a) payment of RES' invoiced time based on the hourly rates and Task categories set forth in Exhibit A; (b) reimbursement of approved RES expenses incurred in connection with its services performed under this Second Letter Amendment, which shall include the Commercial General Liability insurance and CGL Excess Liability Insurance that RES is required to maintain pursuant to the Agreements; and (c) reimbursement of all amounts payable by RES under the Approved Agreements for work performed prior to, as applicable, the assignment of such contracts to the CRA or the termination of such contracts pursuant to their terms.

(b) For all other work performed pursuant to this Second Letter Amendment: (a) Reimbursement of all amounts payable by RES under certain Approved Agreements for work performed prior to, as applicable, the assignment of such contracts to the CRA or the termination of such contracts pursuant to their terms; (b) an amount equal to five percent (5%) of the amounts set forth in the preceding clause (a); and (c) reimbursement of approved RES expenses incurred in connection with its services performed under this Second Letter Amendment. At a project construction cost of $40,000,000 under the Second Letter Agreement, this represents $2,000,000, though the Construction Management contract with Cumming is pad from this amount and not passed through.

(c) RES shall be entitled to the amount of $138,844 ("Project Mobilization Fee") which shall be paid to RES by the CRA within thirty (30) calendar days after the execution of this Second Letter Amendment as a fee for mobilization for the Phase 2 Development Improvements.

(d) RES shall be entitled to the amount of $138,844 ("Project Demobilization / Completion Fee") which shall be paid to RES by the CRA within thirty (30) calendar days of the earlier to occur of the following: (a) termination of this Second Letter Amendment in order to compensate RES for its demobilization costs associated with the Project; or (b) Completion of all of the Phase 2 Development Improvements.

VI. EXHIBITS

1. First Letter Amendment between RES and the CRA
2. Second Letter Amendment between RES and the CRA
3. Amended and Restated Master Agreement between RES and SLCB

Attachments

1. First Letter Amendment Letter Amendment to Amended and Restated Environmental Remediation DMA
2. Second Letter Amendment and Restated Environmental Remediation & DMA
3. Amended & Restated Construction Master Agreement for Civil Improvements

[INSERT CRA LETTERHEAD]

February ___, 2025

VIA U.S. MAIL & ELECTRONIC MAIL

RE SOLUTIONS, LLC
1525 Raleigh Street, Suite 240
Denver, CO 80204
Attn: Stuart L. Miner; Mary Hashem
Email: stuart@resolutionsdev.com; mary@resolutionsdev.com

Re: *Letter Amendment to Amended and Restated Environmental Remediation and Development Management Agreement, dated June 20, 2019 between the Carson Reclamation Authority and RE Solutions, LLC*

Dear Mr. Miner and Ms. Hashem:

Prior to the execution of this letter amendment ("**First Letter Amendment**") the Carson Reclamation Authority ("**CRA**") and RE Solutions, LLC ("**RES**") entered into that certain Amended and Restated Development Management Agreement, dated June 20, 2019 (the "**Original Agreement**"), as amended by that certain Letter Amendment, dated July 23, 2024 (the "**Original First Letter Amendment**"). This First Letter Amendment shall supersede the Original First Letter Amendment in its entirety. The Original Agreement, as amended by this First Letter Amendment and all subsequent amendments is referred to herein as the "**Agreement**". Capitalized terms not otherwise defined in this First Letter Amendment shall have the same meaning as set forth in the Original Agreement.

In addition:

(1) The CRA and Carson Goose Owner, LLC ("**CGO Developer**") have entered into the agreements listed in Exhibit A, attached hereto (collectively, the "**CGO Development Agreements**"), with respect to the development of Cells 3, 4 and 5 (collectively, the "**Remainder Cells**"). RES acknowledges that the CRA and CGO Developer are negotiating potential amendments to the CGO Development Agreements. If any such amendments are actually executed, the CRA shall provide RES with concurrent copies of such amendments and an updated Exhibit A attached hereto, which updated Exhibit shall be deemed an amendment to this First Letter Amendment.

(2) CAM-Carson, LLC has elected to terminate that certain Second Amendment to Conveyancing Agreement prior to the expiration of the due diligence period thereunder, which in turn terminated the Settlement Agreement, dated October 31, 2022, previously executed by the CRA and RES. The parties have entered into this First Letter Amendment to establish the terms upon which the Original Agreement shall continue as contemplated by Section 2.2 of the

Settlement Agreement. Therefore, the parties acknowledge and agree that the Agreement shall be modified and amended pursuant to the terms of this First Letter Amendment.

(3) The parties acknowledge and agree that since the execution of the Original Agreement, certain additional environmental regulatory documents have been recorded against the Property, imposed upon and/or entered into by the CRA and that all work performed by, or obligations of, RES hereunder shall conform to such requirements and documentation, including, without limitation, that certain Land Use Covenant and Agreement Environmental Restrictions made and entered into by the Authority in favor of DTSC and recorded on December 13, 2023 as Instrument No. 20230872669 in the real property records of Los Angeles County (the "**LUC**"), and that certain Mitigation Monitoring and Reporting Program (as amended, "**MMRP**") included within the Final Supplemental Environmental Impact Report, adopted by the City on June 8, 2022 (the "**SEIR**" or "**2022 SEIR**"), pertaining to The District At South Bay Specific Plan Amendment, dated June 8, 2022 (pursuant to Ordinance No. 22-2207) (such documents, together with the DTSC Documents and all other Environmental Laws, collectively, the "**Environmental Regulatory Requirements**"). RES acknowledges the responsibilities of the CRA as the liable party for the Property under the Environmental Regulatory Requirements and that CRA is relying on RES' expertise to ensure all such Environmental Regulatory Requirements, to the extent applicable, are adhered to in the performance of the services set forth in the Agreement.

The parties have entered into this First Letter Amendment to establish the terms upon which RES would undertake and perform the Site Management Work, the O&M Work, and Project Management Work (each as described in this First Letter Amendment).

1. Definitions. As used in the Agreement, the following capitalized terms shall have the following meanings:

(a) "**DTSC Documents**" means collectively, the RAP, the Consent Order, the Consent Decree, the CFA, the MAPO, the Phased Development Letter, the LUC, and any implementation plans approved by DTSC pursuant to the foregoing to the extent the same are applicable to the RES Work, each as they may be amended.

(b) "**Termination Fees**" means, with respect to Cells 3, 4 and 5 (collectively), an amount equal to Two Hundred and Seventy Five Thousand Dollars ($275,000.00).

2. Term of First Letter Amendment. This First Letter Amendment shall expire on July 31, 2027 ("**First Letter Amendment Term**") unless earlier terminated pursuant to the terms hereof or the Agreement.

3. Termination Rights.

(a) *Bifurcated Termination Rights.* Either party may terminate this First Letter Amendment and/or any subsequent letter amendments in accordance with the terms set forth in Section 3.03 of the Original Agreement (as amended by this First Letter Amendment), which termination rights may be applied, at such party's election and sole discretion and upon written notice to the other party, to a letter amendment only (including, without limitation, this First Letter

Amendment) and/or the Agreement. In the event such termination is applied to a letter amendment only (including, without limitation, this First Letter Amendment), Section 3.04 through Section 3.08 of the Original Agreement shall apply to services being terminated and the Agreement shall otherwise continue in full force and effect with respect to the performance of the services required by the Agreement.

(b) *CRA For Cause Termination Rights Expanded.* Section 3.03(a)(1) [*RES Default*] of the Original Agreement is hereby amended by the addition of the following provisions immediately after (E) of the Original Agreement:

> "(F) RES continues to be in default (past applicable notice and cure periods) under any of the Approved Agreements, which default is not caused by, or resulting from, CRA's breach of its obligations under the Agreement.
>
> (G) Any act or omission of RES or its subcontractors under this First Letter Amendment directly or proximately causes the occurrence and continuance of an event of default (beyond any applicable notice and cure period) under any agreements entered into between the CRA and any Vertical Developer(s), provided that (a) CRA has provided RES with written notice of CRA's obligations under its agreements with the Vertical Developers, (b) CRA has provided written authorization and budgeted funds necessary for compliance with such obligations, (c) the subject RES act or omission was not made pursuant to the CRA's direction or informed consent, and (d) the applicable provision under the CRA's agreement with the applicable Vertical Developer does not conflict with RES' rights or obligations under this First Letter Amendment; provided, however, that CRA shall provide RES with written notice of the default under the agreement between the CRA and the Vertical Developer to allow for the opportunity to cure such default to the extent the CRA receives written notice from the applicable Vertical Developer and a cure period applies to such default."

(c) *CRA Termination for Convenience*. Section 3.03(a)(2) [*Termination for Convenience; Baseline Remedy*] of the Original Agreement is hereby deleted in its entirety and replaced with the following:

> "(2) Termination for Convenience. In addition to termination for an Event of Default or pursuant to Section 3.03(a)(1), notwithstanding anything to the contrary herein, CRA may at any time and for any reason or no reason whatsoever terminate the Agreement or any letter amendment for convenience provided that a Termination Notice must be given to RES at least thirty (30) days in advance of CRA's selected Termination Date. In the event of such a termination for convenience, then solely with respect to the portion of the RES Work that is subject to termination:
>
> (A) RES shall, unless the notice directs otherwise, upon receipt of CRA's notice, immediately begin to transition the applicable RES Work in accordance with and pursuant to the terms of Section 3.04 below, and be entitled to receive (i) the applicable compensation under the Agreement for the applicable RES Work conducted

through the Termination Date; and (ii) a reimbursement of any fees or costs actually incurred by RES due to an early termination of any lease or rental agreement associated with such RES Work, provided that such lease or agreement was approved by the CRA.

(B) RES shall immediately deliver notice to its subcontractors and consultants directing to suspend work as soon as permitted under their respective contracts and RES shall cease all services hereunder except as required to manage the applicable contractors and consultants during the respective contractual wind up periods.

In the event the CRA elects to terminate only a portion of the RES Work, then the Agreement shall continue in full force and effect with respect to the performance of any RES Work that is not the subject of termination."

(d) *Expanded RES Termination Rights*. Section 3.03(b)(1) of the Original Agreement is hereby amended by adding the following language as clause (D):

"(D) Prior DMA Claim. The CRA, the City, the Successor Agency (or any party bringing a claim on behalf of any one of them) files a lawsuit or arbitration action against RES or its principals that is related to the work performed under this Agreement prior to July 15, 2024."

(e) *RES Transfer Period*. Section 3.04 [*RES Transfer Period*] of the Original Agreement is hereby amended as follows:

(i) by replacing the first clause of the first sentence with the following: "In the event that this Agreement is terminated by the CRA for any reason or by RES pursuant to Section 3.03(b)(1)(D),"

(ii) by replacing the reference to "any Services Fees provided in Section 4.06" with "the applicable compensation set forth in the Agreement for the RES Work subject to termination".

4. Compensation.

(a) *Fees.* Sections 4.01 [*Fees*] of the Original Agreement is hereby deleted in in its entirety and replaced with the following language:

"4.01 Fees. In return for RES' performance of its obligations under the Agreement, CRA will pay to RES the compensation due to RES pursuant to the First Letter Amendment and any other letter amendment."

(b) *Project Completion Fee and Termination Fee Waiver.* RES hereby waives

(i) any right to receive any Completion Fee pursuant to Section 4.03 [*Project Completion Fees*] of the Original Agreement and (ii) the right to receive any Termination Fee pursuant to Sections 3.03(a)(2), 3.03(a)(3) and/or 3.03(b)(2) of the Original Agreement for Cell 1 and Cell 2 *provided, however*, RES hereby expressly reserves its right to claim a Termination Fee with respect to Cells 3, 4 and 5 (the "**Reserved Termination Fee Claim**"). The Reserved Termination Fee Claim shall constitute a Reserved Claim in accordance with Section 13 of this First Letter Amendment. Section 4.03 of the Original Agreement is hereby deleted in their entirety. RES acknowledges and agrees that as of the date hereof, there is no unpaid compensation owed to RES under the Original Agreement, as amended, on account of RES Work performed prior to January 1, 2025.

(c) *Deletion of Certain Other Fees.* Section 4.04 [*Incentive Payment*], Section 4.06 [*Services Fee*], and Section 4.07 [*MMF Credit*] of the Original Agreement are hereby deleted in their entirety.

(d) *First Letter Amendment Compensation*. Notwithstanding anything to the contrary in the Original Agreement, the compensation due to RES from the CRA as compensation for the performance of RES Work pursuant to this First Letter Amendment shall be limited to the following:

An amount equal to payment of RES' invoiced time based on the hourly rates and Task categories set forth in [Exhibit E], attached hereto, for the performance of RES's responsibilities under this First Letter Amendment, (b) reimbursement of approved RES expenses incurred in connection with its services performed under this First Letter Amendment, and (c) reimbursement of all amounts payable by RES under the Approved Agreements for work performed prior to, as applicable, the assignment of such contracts to the CRA or the termination of such contracts pursuant to their terms. Notwithstanding the foregoing to the contrary, the amounts invoiced for Tasks 1 – 6, inclusive of [Exhibit C], attached hereto, shall not exceed $195,000 per month prior to the commencement of construction on any portion of the Property. Notwithstanding the provisions of the Agreement to the contrary, RES shall have the following additional remedies in the event the CRA fails to pay any amounts due under this Letter Amendment in accordance with the timeframes required in Section 6.04 of the Original Agreement: (1) any delinquent amounts shall accrue interest at an annual rate of five percent (5%), compounded monthly from the date due until paid; provided, however, the CRA shall have a grace period of five (5) business days from the date such payment was due until such delinquent amount shall begin to accrue, and (2) RES shall be entitled to a reimbursement of any actual, out-of-pocket fees or damages incurred by RES under the Approved Agreements and actually owed to the applicable subcontractor under the Approved Agreements as a result of RES' inability to pay the counterparties in a timely manner due to the CRA's delinquent payment hereunder.

5. Staffing Commitment. Section 5.01 [*Staffing Commitment*] of the Original Agreement is hereby deleted and replaced with the following: "RES shall have in its employ and/or through its subcontractors (pursuant to separate subject to an independent contractor agreements / subcontractor agreements), at all times during the Term, a sufficient number of employees or contractors to enable it to properly carry out its duties and responsibilities as required by the Agreement."

6. Predevelopment Services. Section 5.04 of the Original Agreement is hereby deleted in its entirety and replaced with the following (any references in the following language to an Exhibit shall refer to the applicable Exhibit attached to this First Letter Amendment):

"5.04 Predevelopment Services. RES shall perform the Site Management Work, the O&M Work, and the Project Management Work described in this Section 5.04 (collectively, the "**Predevelopment Services**"). The Predevelopment Services commenced upon execution of the Original Agreement and shall continue throughout the Term of this Agreement, including without limitation, during the Development Period, as applicable.

(a) *Site Management Work*. As used herein, the term "**Site Management Work**" means all of the work described in the following:

(1) Oversee Property Generally. During the Term, RES shall be responsible for overall Property site management, which shall include, without limitation, the general maintenance and upkeep of the Property. RES shall act as the primary point of contact for the performance of required environmental remediation and on-going O&M Obligations and other environmental work conducted at, on or under the Property by RES on behalf of the CRA.

(2) Site Access and Security. RES developed a site security plan (the "**Site Security Plan**"), which was approved by the CRA. RES shall continue to review site security procedures and protocols, including site access, surveillance, lighting and controls, and shall update such Site Security Plan as and when required by CRA in order to improve site security. Any changes to existing procedures will be submitted to CRA in writing and implementation of such changes will be subject to CRA approval. RES shall establish and maintain a procedure to ensure controlled access to the Property to prevent unauthorized entry. RES shall coordinate access to the Property for all Vertical Developers, consultants, engineers, and any other party needing access to the Property and implement the then current Site Security Plan.

(3) General Maintenance and Upkeep.

(i) RES shall ensure that the Property is maintained in compliance with all Applicable Laws and all CRA, City, DTSC, and other regulatory requirements and regulations, as applicable. RES shall ensure that fencing is maintained, required signage is posted, and adequate roadway maintenance is performed. RES shall evaluate on-site utilities to determine their adequacy to support on-site office activities and other on-site management work. This shall include, water, sewer, electric and telephone/internet connections.

(ii) RES shall implement the site-wide health and safety plan.

(iii) RES shall manage the following site maintenance activities and ensure they are conducted in compliance with all Applicable Laws: stormwater management, weed and vector control, trash removal and graffiti abatement.

(iv) Records management related to Site Management Work.

(v) CRA or the City may from time to time notify RES of general Property site upkeep or maintenance issues and request they be addressed. Such notification must be made to the RES project manager or a Principal of RES and may be made verbally or by written notice. If verbal or e-mail notice is given, it must be followed up by a written notice within three (3) business days. RES will respond to CRA within three (3) business days and will address the upkeep or maintenance issue in a timely manner. The parties acknowledge that the time period for resolving an upkeep or maintenance issue will vary depending on the severity and complexity of the issue; however, in all cases RES will timely work to obtain the CRA's (or City, as appropriate) concurrence with the approach and timing of resolution with respect to any such issue.

(vi) RES shall ensure that any remediation and other environmental work required at the Property by the O&M Obligations is performed in a manner that is consistent with the O&M Obligations.

(4) Stormwater Work. The parties acknowledge that there is a single NPDES stormwater permit (the "**Stormwater Permit**") and stormwater pollution prevention plan ("**SWPPP**") for the Property and the CRA has determined that all operation and development activities at the Site shall be conducted under such Stormwater Permit and SWPPP.

(i) Prior to commencement of construction at the Property, RES shall be responsible for (A) updating the SWPPP as necessary, (B) the installation and maintenance of Best Management Practices required by the SWPPP ("**BMP's**"), (C) pumping all stormwater as necessary, (D) conducting all inspections required by the SWPPP, (E) confirming that all required maintenance/repair identified by any inspections has been completed, and (F) filing all reports required by the SWPPP.

(ii) From and after the transfer of the Remainder Cells to the CGO Developer, the installation and maintenance of BMP's within the construction area for the Remainder Cells (as identified in the applicable SWPPP update) and the pumping of stormwater from pile excavations/depressions located on the Remainder Cells shall be the CGO Developer's responsibility.

(iii) RES shall be responsible for providing the CRA with written notice of the following matters discovered during the performance of inspections required by the SWPPP: (1) the CGO Developer's failure to timely or properly install any required BMP's, (2) the CGO Developer's failure to timely complete any required maintenance or repairs of its BMP's or (3) the CGO Developer's improper handling of stormwater pumped from the pile excavations/depressions located on the Reminder Parcels.

(5) Public Participation. RES shall review and update the existing Public Participation Plan for the Project as and when required by CRA; manage and conduct Public Participation activities as may be required by DTSC; prepare project Fact Sheets, Work Notices or other public information documents, as may be required or requested by DTSC. As may be requested by the CRA, RES will also be responsible for preparing updates to the public website for the Project to keep it current with on-going project activities as the site is remediated and developed.

(6) Management of MMRP. The parties acknowledge that the MMRP applies to the development of the project analyzed under the 2022 SEIR (the "**2022 CEQA Project**") and does not apply to the Predevelopment Services other than as set forth in this Section 5.04(a)(6) and that the primary responsibility for complying with the MMRP with respect to the development of the 2022 CEQA Project will be the developers developing any portion of the 2022 CEQA Project; however, the CRA desires to provide for the implementation of the following mitigation and monitoring measures required by the MMRP on a Property-wide basis:

(i) Noise and Vibration Monitoring. RES shall be responsible for implementing the following requirements of MMRP mitigation measures H-1, H-3, and H-4 on a site-wide basis for all construction activities at the Property:

(A) Developing the noise management plan required by Mitigation Measure H-1 for the City's and CRA's approval;

(B) Performing the noise monitoring required by the plan approved pursuant to Mitigation Measure H-1, providing written notices to any party causing a violation of the plan requirements and providing written notice to the CRA if any party causing a violation of the plan requirements fails to take the appropriate corrective action;

(C) Acting as the construction relations officer as required by item (6) of Mitigation Measure H-1;

(D) Performing the vibration monitoring required by Mitigation Measure H-3, providing written notices to any party causing a violation under such Mitigation Measure and providing written notice to the CRA if any party causing a violation under such Mitigation Measure fails to take the appropriate corrective action; and

(E) Performing the monitoring required by Mitigation Measure H-4, providing written notices to any party causing a violation under the applicable Mitigation Measures and providing written notice to the CRA if any party causing a violation under the applicable Mitigation Measures fails to take the appropriate corrective action.

(ii) Fugitive Dust Control Program. RES shall be responsible for implementing the following requirements of MMRP mitigation measure 2021 SEIR C-3 on a site-wide basis for all construction activities at the Property:

(A) Developing the required fugitive dust control program for the City's and CRA's approval;

(B) Performing the dust monitoring required by the plan approved fugitive dust control plan, providing written notices to any party causing a violation of the plan requirements and providing written notice to the CRA if any party causing a violation of the plan requirements fails to take the appropriate corrective action; and

(C) Providing the CRA and Property developers with written notice when forecasted particulate or ozone exceedances prohibit construction activities at the Property.

(b) O&M Work. The portion of the O&M Obligations set forth in [Exhibit C], attached hereto, is referred to herein as the "**O&M Work**". RES shall directly perform the portions of the O&M Work described in Tasks 1, 2, 3, 4 and 7 of [Exhibit C] and shall subcontract the portions of the O&M Work described in Tasks 5 and 6 of [Exhibit C] to various subcontractors/vendors, which shall require the approval of the CRA pursuant to Section 5.06, below, prior to execution of any agreements with such subcontractors/vendors. The parties acknowledge that the O&M Work has been scoped for the work required prior to the commencement of construction at the Property. Concurrently with the commencement of construction at the Property, the parties shall meet and confer to make any required modifications to Exhibit C and the RES' compensation for the O&M Work, and upon the conclusion of any such negotiations, any revisions to Exhibit C and the applicable compensation shall require an amendment to the Agreement approved by the CRA Board and RES.

(c) Project Management Work. The term "**Project Management Work**" shall mean the following services:

(1) O&M Oversight. RES shall oversee and manage the performance of the O&M Obligations in accordance with the DTSC Documents that are not included in the Site Management Work or the O&M Work. This includes, without limitation, (i) the quality assurance review of any reports required by the O&M Obligations prior to submittal to the applicable Government Authority, (ii) scheduling and preparing the agenda and power point presentation for the monthly meeting with DTSC to review the implementation and performance of the Property operations and maintenance obligations (the "**O&M Meeting**"), (iii) attending O&M Meetings (when required), and (iv) managing any required follow up from each O&M Meeting.

(2) Sitewide Plans and Protocols. RES shall update and oversee the implementation of the following: (i) the Hazardous Materials Business Plan; (ii) the Spill Prevention, Control and Countermeasures Plan and annual recertifications for same; and (iii) the June 6, 2019 Final O&M Notification Protocol, including any notifications required to DTSC of GETS and GCCS shutdowns.

(3) Manage and Coordinate Regulatory Approvals. RES shall manage and oversee and coordinate with the City and CRA (i) to facilitate any future CEQA or entitlement approvals that may be needed for the Predevelopment Services; (ii) with respect to the preparation of various sitewide management plans for the Property and assistance to the CRA regarding the implementation of such sitewide plans for the Property; (iii) assisting the CRA as may be reasonably necessary with respect to CRA's provision of information to, securing permits from and discussions and negotiations with, Governmental Authorities, such as DTSC, CalTrans, SCAQMD, LA County Flood Control District, LA County Sanitation District, and separately with SoCal Edison and (iv) obtaining the environmental regulatory approvals required by DTSC and other applicable Governmental Authorities, all to the extent applicable to the Predevelopment Services (the "**Regulatory Approvals**"). Such work shall include RES' negotiation and implementation of, and compliance with, the terms of the Environmental Regulatory Requirements with DTSC on behalf of, and with the approval of, CRA. RES shall identify any other governmental and development approvals necessary (and the policies and procedures associated with obtaining such approvals) to complete the Predevelopment Services, and advise CRA with respect to such matters. RES shall be the primary point of contact with DTSC on regulatory compliance and approvals for the Predevelopment Services. RES shall directly prepare or review all necessary plans, scoping documents, procedures and protocols to implement the Predevelopment Services. All documents will be provided to CRA for review and approval prior to submission to DTSC. Notwithstanding RES' primary role in managing and implementing the Regulatory Approvals process and negotiating, implementing, and complying with the terms under the DTSC Documents, CRA's approval will be required prior to the execution or delivery by CRA of any regulatory submissions to DTSC or to any other Governmental Authority. Notwithstanding anything to the contrary herein, the foregoing shall not require RES to manage and coordinate Regulatory Approvals for improvements to be constructed by Vertical Developers.

(4) Coordinate with Vertical Developers.

(i) Review of Vertical Developer Submittals. If a Vertical Developer submits a written request to the CRA requesting RES's review and comment on any plans, reports or other documents related to their proposed project to be submitted by such Vertical Developer to any Governmental Authority, and the CRA approves such request in writing, RES shall review the proposed submittal and provide any comments for the requesting party's and the CRA's review. Such comments shall not be binding on the requesting party or the CRA and the requesting party's incorporation of any RES comments shall not release the requesting party or its consultants from any liability related to the preparation of its submittal or create any liability for RES to the requesting party or its consultants, the CRA or the applicable Governmental Authority.

(ii) Communications. RES shall schedule regular calls or meetings as necessary to update CRA and/or the Vertical Developers regarding the progress of RES's services hereunder at the Property (no less frequently than once per week) and as may be more frequently requested by CRA to RES by written or telephonic / email notice.

7. Intentionally Omitted.

8. Budgets and Payment Mechanics.

(a) *Project Budget.* Sections 6.01 [*Global Sources and Uses*], 6.02 [*Project Budget*], 6.03 [*Operating Accounts*] and 6.04 [*Payment of Project Costs*] of the Original Agreement are hereby deleted in their entirety and replaced with the following:

"6.01 Site Management/O&M Budget. RES shall submit an updated budget which sets forth (a) all previously incurred expenses since July 23, 2024 and (b) anticipated expenses for the work to be performed pursuant to this First Letter Amendment (the "**Site Management/O&M Budget**" and together with any budget prepared pursuant to any other amendment to the Agreement, the "**Project Budget**") for the CRA's review and approval within thirty (30) calendar days after the effective date of this First Letter Amendment. RES shall update the Site Management/O&M Budget on a monthly basis concurrently with the submittal of a Master Invoice (defined below) (with input from CRA and third-party consultants retained by RES) and deliver the same to the CRA to any reflect changes in Environmental Regulatory Requirements and the costs to be incurred by RES (either directly or under the Approved Agreements (including, without limitation, costs incurred time and materials costs that exceed prior estimates)).

It is specifically agreed that the Project Budget will aggregate information into useful categories approved by the CRA which will allow reasonable comprehension of the adequacy of existing funding for the performance of the work required under this First Letter Amendment. Any significant discrepancies or cost overruns which occur must be accompanied by (i) an explanation of the cause of the discrepancies, including the magnitude of impact on the overall Project Budget, (ii) a description of proposed adjustments to the Project Budget and (iii) a review of budget impact, potential funding sources, and/or recommended budget adjustments and detailed description thereof.

6.02 Payment of RES Compensation and Project Costs. It is the intent of the parties that RES is not required to advance costs for the work performed under the Agreement beyond the payment time periods included in this Section 6.02. RES shall submit a master invoice ("**Master Invoice**") to CRA one (1) time each calendar month during the Term for all work performed in any given month on or before the 15th day of the subsequent month. The Master Invoice shall contain a description of all RES Work performed during the preceding calendar month by RES or its subcontractors. The Master Invoice shall include all necessary back-up documentation required by CRA, including the actual invoices submitted by the subcontractors to RES and reasonably detailed descriptions of the elements of the RES Work performed and unit costs or time records associated therewith, as applicable, and shall be accompanied by conditional lien waivers from third party subcontractors in a form acceptable to CRA with respect to all RES Work. The Master Invoice shall also state the compensation due to RES applicable to such Master Invoice. CRA shall have until the date that is ten (10) calendar days after the CRA's receipt of each Master Invoice (the "**CRA Review Date**") to object to (a) one or more costs or line item

expenses contained in the Master Invoice on the basis that such costs (i) are unreasonable or (ii) when applicable, exceed the monthly cap on expenses incurred with respect to tasks 1-6, inclusive, of the O&M Work; (iii) exceed any applicable guaranteed maximum amounts established by an Approved Agreement, (iv) are not supported by appropriate lien waivers or backup documentation from RES or its subcontractors; or (v) are not consistent with the applicable Approved Agreement; (b) the Master Invoice includes mathematical errors; (c) RES has failed to provide the required supporting documentation for some of the included costs; or (d) other reasonable and objective criteria (each, a "**CRA Objection**"). In the event of a CRA Objection, if RES disputes such CRA Objection, CRA and RES shall use commercially reasonable efforts to resolve such CRA Objection as soon as practicable, but if such CRA Objection remains unresolved, no payments shall be due from CRA to RES for any disputed amount. All costs set forth in the Master Invoice that are not the subject of a pending CRA Objection shall be paid by CRA on or before a date that is within fifteen (15) days after the CRA Review Date. CRA shall pay previously disputed but ultimately approved amounts by the fifth (5^{th}) business day after the resolution of dispute.

6.03 Intentionally Omitted.

6.04 Intentionally Omitted."

(b) Section 6.06 [Variances and Emergency Expenses] of the Original Agreement is hereby amended by deleting the last sentence.

(c) Section 6.07 [Annual Audits] of the Original Agreement is hereby deleted in its entirety.

(d) *First Amendment Allocation*. Each Master Invoice shall allocate the services performed by RES pursuant to this First Letter Amendment, which amount shall be suballocated between (a) Site Management Work, which amount shall include suballocations for work performed pursuant to Section 5.04(a)(4) [*Stormwater Work*] and Sections 5.04(5) and (6) [*Public Participation and MMRP Management*], (b) O&M Work, which amount is further suballocated between (i) Tasks 1-6, inclusive, and Task (7), and (c) the Project Management Work. Each suballocation shall further allocate amounts for specific tasks.

(e) *Retention*. Section 6.05 of the Original Agreement is hereby amended by the addition of the following immediately after the last sentence therein: "Notwithstanding the foregoing, no retention shall be withheld from subcontractors/vendors performing any portion of the Predevelopment Services."

9. Subconsulting Agreements and Subcontracts. As of the effective date of this First Letter Amendment, the CRA has approved the subconsulting and vendor agreements set forth in [Exhibit C], attached hereto, including any amendments to such agreements entered into prior to the date hereof (the "**Approved Agreements**"), including, without limitation, with respect to the insurance provided by such subconsultants and vendors. Any additional agreements or

amendments to any existing Approved Agreements approved by the CRA pursuant to Section 5.06 of the Original Agreement shall be deemed "**Approved Agreements**".

10. Baseline Remedy and Right of First Refusal. Article VII of the Original Agreement is hereby deleted in its entirety.

11. Insurance Matters. Sections 8.01 and 8.02 of the Original Agreement are hereby deleted and replaced with the provisions of [Exhibit D], attached hereto. In addition, the second sentence of Section 3.03(c) and the entirety of 8.03(b) and 8.03(c) of the Original Agreement are hereby deleted in their entirety.

12. CRA Indemnity. CRA shall indemnify, defend, save and hold the RES Indemnified Parties (defined below) harmless from any and all claims, costs (including attorneys' fees) and liability for any damages, claims, costs, demands, personal injury or death (collectively, "**Claims**"), which may arise, directly or indirectly, from: (i) any act or omission of CGO Developer, its agents or contractors that causes damage to any of the Remedial Systems or other components of the Site located beyond the boundary of the Remainder Cells; (ii) regulatory fines, Claims, and administrative penalties imposed upon the RES Indemnified Parties with respect to remedial obligations of CGO Developer under the CGO Development Agreement on the Remainder Cells or the subsurface components thereof prior to the approval by DTSC of a RACR, including, without limitation, Claims arising out of CGO Developer's failure to construct the CGO Remedial Systems (as defined in Exhibit [C] attached hereto) in accordance with the terms thereof; (iii) any act or omission of CGO Developer, its agents or contractors that causes damage to any of the Remedial Systems on, at or under one or more of the Remainder Cells through and including the date that is one (1) year after DTSC's approval of the RACR for each respective Remainder Cell (it being agreed that this one (1) year period shall be determined and apply separately to each Remainder Cell based upon the date the RACR is issued for each particular Remainder Cell); and (iv) after DTSC's approval of a RACR for a given Remainder Cell, CGO Developer's acts or omissions that damage the Remedial Systems on that Remainder Cell (1) during subsurface work approved by DTSC and through and including the date that is one (1) year after completion of such subsurface work in compliance with the Environmental Regulatory Requirements, as applicable, subject to the terms and conditions of the CGO Development Agreements on that Remainder Cell; and (2) violations by CGO Developer, its agents or contractors of any Environmental Regulatory Requirements on that Remainder Cell; provided, however, that (i) to the extent that the insurance policies described in this Agreement, the CGO Development Agreements or any other agreement entered into by CRA or RES provide coverage for any of the aforementioned Claims, the obligations of CRA under this Section 12 shall not apply to the extent that coverage for defense and payment of loss, in any amount, is provided to any RES Indemnified Party thereunder, whereupon performance by such insurers shall be deemed to satisfy the obligations of CRA under this Section 12; and (ii) the obligations of CRA under this Section 12 shall not apply to any Claims resulting from the negligence or willful misconduct of any RES Indemnified Party. The aforesaid indemnification obligation of the CRA shall survive the expiration or termination of this First Letter Agreement or the Agreement. As used herein, the term "**RES Indemnified Parties**" means RES and each of its members, managers, officers, and employees.

13. Reserved Claims. Nothing in this First Letter Amendment shall affect, waive or amend any claims, causes of action, defenses, damages or remedies under the Original Agreement that have accrued to either party as of the effective date of this First Letter Amendment (collectively, "**Reserved Claims**"). The Reserved Claims shall survive any expiration or earlier termination of this First Letter Amendment. Notwithstanding the foregoing to the contrary,

(a) RES shall only be entitled to assert the Reserved Cell 3, 4, 5 Termination Fee Claim if CRA, the City, the Successor Agency or any party with a right to assert a claim on behalf of any one of them files a lawsuit or arbitration action against RES or its principals related to the performance of work under the Agreement prior to July 15, 2024;

(b) the CRA shall have the right to cause RES to enter into a mutual release of claims whereby RES, CRA, the City, the Successor Agency and all parties with a right to assert a claim on behalf of any one of them release all claims, causes of action, damages and remedies arising out of the performance of work under the Agreement prior to July 15, 2024; and

(c) RES' ability to assert the Reserved Cell 3, 4, 5 Termination Fee Claim shall expire at the expiration of any applicable statute of limitations for such claim (as the same may be extended by any applicable tolling agreement).

14. Design/Pile Liability Limitation. As consideration for RES' exclusion from the certain prior Property insurance policies, CRA agrees that RES' maximum aggregate liability to CRA for any and all claims arising under or out of the negligent or improper design of the fabricated and installed piles on Cell 2, but only for such matters, shall be Three Million Dollars ($3,000,000) ("**Design/Pile Liability Limitation**"). However, the Design/Pile Liability Limitation shall not apply to: (i) claims arising out of the willful misconduct or gross negligence of RES or its agents or employees; and/or (ii) the rights of CRA to obtain recovery under any of the insurance programs obtained by CRA pursuant to the Agreement.

15. Survival. The following provisions of this First Letter Amendment shall survive the expiration or earlier termination of this First Letter Amendment: Sections 3(c), 4, 12, 13 and 14.

16. Miscellaneous.

(a) This First Letter Amendment may be executed in multiple counterparts, each of which shall be considered an original but all of which shall constitute one agreement. Each of the parties agrees that an email transmission of a signature on this First Letter Amendment shall constitute a valid execution of this document, and shall be sufficient to formally bind, at the time of transmission, the party whose signature was transmitted by email.

(b) Should any portion, word, clause, phrase, sentence or paragraph of this First Letter Amendment be declared void or unenforceable, such portion shall be considered independent and severable from the remainder, the validity of which shall remain unaffected.

(c) The parties acknowledge that this First Letter Amendment was jointly prepared by them, by and through their respective legal counsel. This First Letter Amendment shall be construed according to its fair meaning as prepared by the parties, and any uncertainty or ambiguity existing herein shall not be interpreted against any of the parties.

(d) Failure to insist on compliance with any term, covenant or condition contained in this First Letter Amendment shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power contained in this First Letter Amendment at any one time or more times be deemed a waiver or relinquishment of any right or power at any other time or times.

(e) This First Letter Amendment is made and entered into in pursuant to the laws of the State of California and shall in all respects be interpreted, enforced and governed under the laws of said State without giving effect to conflicts of laws principles. Any action to enforce or interpret any provision of this First Letter Amendment shall be brought in the Superior Court of California by and for the County of Los Angeles.

(f) Each party shall perform any further acts and execute and deliver any further documents that may be reasonably necessary or appropriate to carry out the provisions and intent of this First Letter Amendment. Except as expressly stated otherwise in this First Letter Amendment, actions required of the Parties or any of them will not be unreasonably withheld or delayed. Time will be of the essence with respect to the actions required of any of the parties.

(g) Each party declares that it has read this First Letter Amendment and understands and knows the contents thereof, and each party represents and warrants that each of the persons executing this First Letter Amendment is empowered to do so and upon execution, the terms and conditions of this First Letter Amendment shall bind the respective party to the terms hereof.

(h) The prevailing party in any action or proceeding for the enforcement of a term or condition of this First Letter Amendment, any alleged disputes, breaches, defaults, or misrepresentations in connection with any provision of this First Letter Amendment or any action or proceeding in any way arising from this First Letter Amendment, will be entitled to recover its reasonable costs and expenses, including without limitation reasonable attorney fees and costs of defense paid or incurred in good faith. The "prevailing party," for purposes of this First Letter Amendment, will be deemed to be that party who obtains substantially the result sought, whether by settlement, dismissal, or judgment.

(i) No officer or employee of RES or the CRA shall be personally liable hereunder in the event of any default or breach by RES or the CRA or for any amount, which may become due to either of the parties hereto, or for any breach of any obligation of the terms of this First Letter Amendment.

(j) The parties acknowledge and agree that except as modified by this First Letter Amendment, the Original Agreement remains in full force and effect, and all applicable terms and provisions are incorporated herein. To the extent applicable, in the event of conflict between the terms and provisions of this First Letter Amendment and the Original Agreement, the

terms and provisions shall be harmonized to eliminate any such conflict. To the extent any of the terms and provision hereof cannot be harmonized with the terms and provisions of the Original Agreement, the terms and provisions hereof shall govern.

17. Notices.

Any notices, requests, demands, documents approvals or disapprovals given or sent under this Second Letter Amendment from one party to another shall be given to the party entitled thereto at its address set forth below or at such other address as such party may provide to the other parties in writing. Notice may be given (i) solely with respect to the specific provisions herein that allow for it, via e-mail, so long as a written letter is attached to such email notice; (ii) by personal delivery which will be deemed received on the day of delivery; (iii) by national overnight delivery service which shall be deemed received the following day; (iv) by mailing the same by registered or certified US mail, return receipt requested which will be deemed delivered three (3) days after depositing same in the mail, addressed to the party to whom the notice is directed as set forth below:

RES: Stuart Miner, Principal of RES, 1525 Raleigh Street, Suite 240, Denver, Colorado 80204 (email: stuart@resolutions.dev.com / phone: 303-945-3017).

CRA: John Raymond, Executive Director of the CRA, c/o City of Carson, 701 E. Carson Street, Carson, California 90745 (email: jraymond@carsonca.gov / phone: 310-952-1773), with a copy to Sunny Soltani, Counsel for the CRA, Aleshire & Wynder, LLP, 1 Park Plaza, Suite 1000, Irvine, CA 92612 (email: ssoltani@awattorneys.com / phone: 949-223-1170).

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.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this First Letter Amendment as of the date and year first-above written.

CARSON RECLAMATION AUTHORITY,
a joint powers authority

_____
Name: John Raymond
Title: CRA Executive Director

ATTEST:

_____
By: Dr. Khaleah Bradshaw
Title: CRA Secretary

APPROVED AS TO FORM:

_____
By: Sunny Soltani, CRA Counsel

RE SOLUTIONS, LLC,
a Colorado limited liability company

By: _____
Name:
Title:

By: _____
Name:
Title:

cc (*via email)*: Marc Stice, Counsel for RES (mstice@sticeblock.com)
Danny Aleshire, Asst. Counsel for CRA (danny.aleshire@awattorneys.com)

EXHIBIT A

CGO Development Agreements

1. CRA and Faring Capital, LLC, a Delaware limited liability company ("Faring") previously entered into that certain Option Agreement and Joint Escrow Instructions, dated as of December 17, 2020 (the "Option Agreement").

2. CRA and CGO entered into that certain Amendment to Option Agreement and Joint Escrow Instructions, dated October 4, 2022 (the "First Amendment"), that certain Second Amendment to Option Agreement and Joint Escrow Instructions, dated May 15, 2023 (the "Second Amendment"), that certain Third Amendment to Option Agreement and Joint Escrow Instructions, deemed effective September 11, 2023 (the "Third Amendment"), that certain Fourth Amendment to Option Agreement and Joint Escrow Instructions, deemed effective December 28, 2023 (the "Fourth Amendment") and that certain Fifth Amendment to Option Agreement and Joint Escrow Instructions, deemed effective as of June 26, 2024 (the "Fifth Amendment").

EXHIBIT B

Subcontractors and Subcontracts

Site Management Work:

1. Securitas Services USA, Inc.
2. Oakridge Landscape, Inc.
3. Mayfield Environmental Engineering (f/k/a Mayfield Enterprises, Inc.)
4. Michael Baker International ("MBI") (QSP and QSD work)
5. **[Note: Currently being circulated for signature.]** Blaine Tech Services, Inc.
6. **[Note: Currently being circulated for signature.]** GHD Services Inc.
7. Noise Monitoring Services **[Note: Contract to be provided.]**
8. AtmAA, Inc.
9. AT&T **[Note: Contract not available.]**
10. Bill.com **[Note: No current contract, on a monthly subscription.]**
11. Diamond Environmental Services
12. Purcor Pest Solutions (Gopher Pest Control)
13. Labor Compliance Management
14. Mobile Modular Management Corporation
15. MRB Accounting Services **[Note: Contract to be provided.]**
16. National Construction Rentals
17. On-Site **[Note: No contract. Vendor's price sheet to be provided.]**
18. Orkin Services of California, Inc. (Pest Control)
19. PACE
20. Power Plus!
21. Sunbelt Rentals, Inc.
22. Tri-Signal Integration, Inc.
23. Vonage **[Note: No current contract, on a monthly subscription.]**
24. Western Building Maintenance (Janitorial)
25. Flow Science/Gii Group
26. Total Air Analysis, Inc.
27. Waste Resources (Waster Hauler) **[Note: No current contract, on a monthly service.]**
28.

[DANNY TO CONFIRM]

EXHIBIT C

O&M Work

I. RES will perform the following services with respect to the O&M Obligations:

A. RES shall provide all labor, materials, tools, equipment, machinery, and other items necessary to perform the O&M Obligations required under the Environmental Regulatory Requirements in a diligent and workmanlike manner utilizing qualified personnel and good and sufficient materials and equipment. Such services are generally described as follows:

Task 1**:** O&M Management Services (includes regulatory coordination, permitting and reporting pursuant to the Environmental Regulatory Requirements in , a well as updates to the CRA)

Task 2: O&M of Landfill Cap System ("Cap")

Task 3: O&M of the Gas Collection and Control System ("GCCS")

Task 4: O&M of the Groundwater Extraction and Treatment System ("GETS")

Task 5: Groundwater Monitoring

Task 6: Perimeter Air and Noise Monitoring

Task 7: Allowances and Contingency

B. Such services shall be performed in strict compliance with the Environmental Regulatory Requirements. Subject to its right to reimbursement, RES shall be responsible for coordinating and paying the costs of laboratory testing required.

C. RES shall be responsible for submitting applications, coordinating, and maintaining necessary permits and approvals (each in the name of the CRA) required to perform the work required under Tasks 1 -7 and specifically to operate and maintain the existing Remedial Systems and any modifications thereto during the Term of this First Letter Amendment or any extension thereof. RES shall be responsible for permit renewal in a timely fashion in the event such permits are subject to expiration or require renewal during the Term of this First Letter Amendment.

II. As part of such O&M Work, RES will prepare and deliver the following tangible work products:

A. For Tasks 1 through 6:

a. Annual Source Tests required under Permit 043921 (A/N 590225).

b. Monthly updates to DTSC and CRA organized by a pre-meeting slide deck with summaries and graphs showing the number of on-site personnel and visits, health and safety status, O&M Work progress and results, recent O&M Work, 1150.1 monitoring status, GCCS Landfill Gas Results and trends, GETS summaries, GETS and GCCS shutdowns to include causes and durations, recent Groundwater Elevation Contour Maps, perimeter air quality and noise results, methane monitoring, a permit compliance schedule, upcoming O&M Work activities, project milestone summaries and anticipated report delivery, and schedule for subsequent monthly DTSC meetings.

c. GETS Effluent Flow Meter Calibration Test results as required by I.W. Permit No. 21987.

d. Documentation as specified in the applicable GCCS and GETS O&M Manuals.

e. GETS Semiannual Self-Monitoring report as required by the Los Angeles County Sanitation District.

f. Monthly Perimeter Air and Noise Monitoring Reports as required by the Ambient Air Quality Monitoring Plan.

g. South Coast Air Quality Management District Rule 1150.1 Quarterly and Annual Monitoring Reports.

h. Groundwater Monitoring Quarterly Reports and Annual Evaluations as required by DTSC.

i. Weekly updates organized by a pre-meeting agenda and attendance by appropriate RES personnel providing updates to: permit compliance and due dates, air monitoring (to include identification of any anomalous readings), regulatory report statuses.

j. Hazardous Materials Business Plan Update; update and maintain Hazardous Materials Business Plan including in the annual re-certification.

k. Documentation as specified in the applicable GCCS and GETS O&M Manuals.

m. Conduct monthly assessments of the existing clay cap using hand methods and visual observation of desiccation cracks. Report repair activities to DTSC. Repair activities will be billed under Task 7.

n. Weather monitoring and dust data shall be managed through Netronix / Environet™.

o. Other reporting deliverables required by environmental permits to the CRA.

B. For Task 7, RES shall provide field labor, equipment and expenses for consumables, periodic and one-time expenditures, and one-off work items that are not able to be accurately identified or quantified at this time but may be necessary to ensure operation of the O&M systems. Examples of these sub-tasks include the following:

a. Repair of Remedial System failures.

b. Deferred maintenance items.

c. Capital improvements.

d. Consumables.

e. Permit renewal fees and new permits.

f. Applying water for dust control and as needed to maintain integrity of the landfill cap.

g. Additional data requests from State and Local Regulatory agencies, and the CRA.

h. Contracting with a fully licensed pesticide application company to implement vector control services for gophers, ground squirrels, and other vectors on the clay capped landfill slopes and other areas of the site as needed to control methane emissions.

i. Non-incidental consumables – to include GETS or GCCS carbon change out, filter replacement, pump repair parts and replacements, and other capitalization cost items.

j. SCAQMD Rule 1466 when applicable.

k. O&M Manual updates.

l. Weather delays related to Task 1-6 work.

m. Solid and hazardous waste disposal.

n. Signage installation.

o. Monitoring well maintenance beyond typical activities.

p. Monitoring redevelopment or alternative technologies implemented to improve remedial efficiency or reduce maintenance cost.

q. Site meetings when requested by regulatory authorities.

r. Implementation of the Conditional Acceptance Criteria in accordance with the CGO Development Agreements.

s. The parties acknowledge that the CRA and the CGO Developer are negotiating potential amendments to the CGO Development Agreements related to, inter alia, (a) the CGO Developer's design, construction and warranty of new Remedial Systems to replace and supplement certain existing Remedial Systems located on the Remainder Cells in conjunction with CGO Developer's development of its project improvements thereon (the "**CGO Remedial Systems**"), and (b) a set of written criteria sufficient to demonstrate that the CGO Remedial Systems on any of the Remainder Cells are complete and may be integrated into the existing Remedial Systems prior to the DTSC's final approval of the same (the "**Conditional Acceptance Criteria**"). If CRA and CGO Developer actually agree on the Conditional Acceptance Criteria, CRA shall provide RES with a copy of the same and RES shall implement the Conditional Acceptance Criteria with respect to the CGO Remedial Systems that CGO Developer has tendered to CRA.

Task 7 work shall be performed on a time and materials ("**T&M**") basis. A Work Authorization Request ("**WAR**") must be submitted and approved by the CRA in writing (which may be provided via email / PDF notice) in advance of any such costs being incurred, except for possible Emergency Repairs in the event CRA cannot be reached to provide written approval. As used herein, the term "Emergency Repairs" means repairs that RES reasonably believes are necessary to (a) avoid or minimize an imminent threat to (i) the health and safety of the public, or (ii) any material damage to the Property, or (b) prevent a non-permitted release of Hazardous Materials.

EXHIBIT D

Insurance Addendum

Sections 8.01 and 8.02 of the Original Agreement shall be deleted and replaced with the following:

8.01. RES' Insurance Requirements. Throughout the Term, RES shall obtain and maintain the insurance policies providing coverages outlined below and as detailed herein. RES shall deliver to the CRA copies of endorsements and certificates of insurances in acceptable form, executed in duplicate by insurance companies approved by CRA, to evidence the insurances required of RES as set forth below. Five (5) days in advance of the renewal of the insurance required herein, RES shall provide CRA evidence of such renewal. Certificates which deviate from this form or which, in the CRA's reasonable opinion, are incomplete will be returned for resubmission by RES. Upon request of CRA, RES shall provide the requesting party certified duplicate copies of the insurance policies used to meet the insurance requirements outlined below with premium information redacted.

1. WORKERS COMPENSATION INSURANCE/EMPLOYER'S LIABILITY INSURANCE.

   RES shall procure and maintain workers compensation and Occupational Disease coverage with statutory benefits and employers' liability in an amount not less than $1,000,000 each accident for bodily injury by accident or $1,000,000 each employee for bodily injury by disease, subject to a policy limit not less than $1,000,000 for bodily injury by disease or within the statutory limits required by the law of the State of California whichever is greater. RES shall have said Workers' Compensation insurance policy endorsed to include a waiver of subrogation in favor of the CRA Indemnified Parties.

2. COMMERCIAL GENERAL LIABILITY INSURANCE

   RES shall procure and maintain commercial general liability (CGL) insurance with a limit of not less than $1,000,000 each occurrence with a $2,000,000 annual general aggregate and $2,000,000 for Products, Completed Operations aggregate. Coverage shall be provided on a policy at least as broad as the ISO 2013 edition of Commercial General Liability Coverage Form CG 00 01 04 13. The CGL insurance general aggregate limit shall apply on a project specific basis. CGL insurance shall cover liability including, but not limited to liability arising from premises, operations and elevators, independent contractors, contractual liability, fire and explosion legal liability, property damage, and bodily injury and death resulting therefrom. The CRA Indemnified Parties shall each be included as an additional insured under this policy, using coverage forms no less broad than ISO Additional Insured Endorsements CG 20 10 10 01 and CG 20 37 10 01 or equivalent which provides coverage for ongoing and completed operations and does not limit coverage to vicarious liability. This policy shall provide for full separation of interests of insureds and shall not include any insured v. insured exclusions or limitations. There shall be no endorsement or modification of the CGL limiting the scope of, or excluding coverage for explosion, collapse, underground property damage, nor operations within 50 feet of any

railroad property. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs maintained by the CRA Indemnified Parties (excluding any insurance maintained by third-parties which name RES and one or more of the CRA Indemnified Parties as an additional insured).

3. AUTOMOBILE LIABILITY INSURANCE

RES shall maintain business auto liability insurance with a limit of not less than $1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos) used in connection with the RES' services provided under the Agreement. This insurance shall provide coverage for upset, overturn and collision coverage. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs maintained by the CRA Indemnified Parties (excluding any insurance maintained by third-parties which name RES and one or more of the CRA Indemnified Parties as an additional insured). The CRA Indemnified Parties shall be included as additional insureds under this policy through an endorsement acceptable to CRA.

4. UMBRELLA LIABILITY INSURANCE

RES shall maintain umbrella or excess liability insurance with a limit of not less than $3,000,000 per occurrence and project specific general aggregate. Such Umbrella Liability insurance shall follow form of the underlying coverages. It shall be excess over and be no less broad than the Employer Liability, Commercial General Liability, Automobile Liability, as described in paragraphs 1, 2 and 3 of this Section 8.01, including but not limited to the required additional insured status, designated project(s) and/or location(s), general aggregate, notice of cancellation, and will be primary to and not seek contribution from any other insurance (primary, umbrella, contingent or excess) maintained by the CRA Indemnified Parties (excluding any insurance maintained by third-parties which name RES and one or more of the CRA Indemnified Parties as an additional insured). The CRA Indemnified Parties shall be included as additional insureds under this policy through an endorsement acceptable to CRA.

5. PROFESSIONAL LIABILITY INSURANCE

In addition to other insurance required by statute or under the terms of the Contract Documents, with respect to RES Work involving any design, RES shall provide and maintain Professional Liability coverage with limits no less than $3,000,000 each claim/$3,000,000 annual aggregate, issued by an insurance carrier approved in advance by CRA authorized to insure from and against all negligent acts, errors, and omissions in the professional services performed by RES, its agents, representatives, employees, subcontractors and/or sub-subcontractors. The professional liability insurance shall provide full prior acts coverage or a retroactive date not later than the date the services are first commenced by or for RES in connection with the Project**.** This insurance shall be maintained for at least five (5) consecutive years following the completion of all RES Work. .

6. CONTRACTORS POLLUTION LIABILITY INSURANCE

RES shall enroll in any project-specific "wrap" Contractor's Pollution Liability insurance program sponsored by Carson Goose Owner, LLC and providing coverage for the RES Work on terms that are equivalent to or better than the Existing CPL (as amended by this Section) ("**CGO CPL Wrap**"). At any time that the RES is not enrolled in the CGO CPL Wrap, then CRA shall provide Contractor's Pollution Liability (CPL) coverage for the Project for claims or loss arising during the Project period and with a limit of $5,000,000 per occurrence/$5,000,000 aggregate for the Project. All of the RES's activities shall be specifically scheduled on such policy as "covered operations". The policy shall be subject to a maximum self-insured retention of no more than $100,000 per incident and coverage terms shall be subject to RES's approval (not to be unreasonably withheld, conditioned or delayed). Notwithstanding anything to the contrary herein, RES hereby approves that Environmental Protect Projects – Occurrence policy issued by Fireman's Fund Indemnity Corporation as Policy Number USL03036424, effective December 21, 2024 through December 21, 2025 and any renewals thereof on equivalent or better terms than offered by the expiring policy (the "**Existing CPL**"). RES acknowledges that CRA has the right to add other contractors and consultants as additional named insureds on the Existing CPL, at CRA's sole discretion.

7. CONTRACTOR'S EQUIPMENT INSURANCE

All risks property insurance on a full replacement cost basis providing coverage for property in which the RES retains the risk of loss including their own equipment, (stationary or mobile), tools (including employee tools), or any other property owned or leased by RES or its subcontractors. Any insurance policy covering RES's or any RES's or subcontractor's equipment against loss by physical damage shall include an endorsement waiving the insurer's right of subrogation against the CRA Indemnified Parties. Should contractor or any subcontractor choose to self insure this risk, it is expressly agreed that contractor and any subcontractor hereby waive and affirmatively release any claim against the indemnitees relating to damage or loss to said equipment.

8. BUILDER'S RISK INSURANCE

Intentionally Omitted.

9. INSURANCE REQUIRED OF SUBCONTRACTORS

Unless otherwise approved in writing by CRA, insurance that meets the same terms and conditions to that required of RES shall be provided by all persons with whom RES contracts for the providing of services, labor, material or equipment to the Project to cover their services and operations performed under this Agreement. Each subcontractor must provide coverage in amounts not less than the following:

Worker's Comp:	Statutory
Employer Liability	$1,000,000 each employee/accident/ disease
CGL	$1,000,000 each occurrence $2,000,000 annual general aggregate $2,000,000 annual products-completed operations aggregate
Business Auto	$1,000,000
Excess/Umbrella	$3,000,000 each occurrence /combined aggregate in excess of limits specified for Employer's Liability, Commercial General Liability, Pollution Liability and Automobile Liability
Tools	Replacement cost basis
Professional Liability	$1,000,000 each occurrence $2,000,000 aggregate *Maintained for at least 5 consecutive years following completion of such contractor/ consultant's services*
Pollution Liability	$1,000,000 each occurrence $2,000,000 aggregate *Maintained for at least 5 consecutive years following completion of such contractor/ consultant's services*

Notwithstanding the foregoing, CRA reserves the right to require higher limits and expanded coverages for any Project general contractor ("**General Contractor**") or designer of record for the Remedial Systems ("**Remedial System Designer**"). Prior to RES entering into an agreement with General Contractor or the Remedial System Designer, RES shall submit proposed revised limits applicable to each General Contractor and Remedial System Designer to CRA for approval. CRA further reserves the right to require higher or approve reduced limits on an individual basis based upon the subcontract scope of work and subcontract sum. If RES proposes that the limits of insurance as set forth herein be adjusted based on the nature of any subcontractor's operations, then in each case, RES shall submit the proposed revised limits to CRA for approval before the applicable subcontractor enters into an agreement or any work commences under the subcontract in question. CRA and the CRA Indemnified Parties shall each be listed as additional insureds on all coverages listed in this Section except Workers' Compensation. Subcontractors shall have said Workers' Compensation insurance policy endorsed to include a waiver of

subrogation in favor of the CRA Indemnified Parties. The CGL policies shall provide for full separation of insureds and shall not include any insured v. insured exclusions or limitations.

The CGL policies shall be endorsed so that the annual general aggregate applies separately to the applicable contractor's activities at the Property. RES shall maintain Certificates of Insurance from all subcontractors enumerating, among other things, the insured status of the CRA and the CRA Indemnified Parties as required herein and shall provide a waiver of subrogation as required under this Agreement. RES shall endeavor to provide to CRA a copy of each Certificate of Insurance from each subcontractor before the subcontractor begins any portion of the RES Work, and as coverage renews. A contractor's maintenance of all coverages required herein, in full force and effect, is a condition precedent to the CRA's obligation to reimburse RES under this Agreement for the amounts due to the applicable contractor under the applicable Approved Agreement. The insurance policies shall require written notice to the CRA and RES at least thirty (30) days prior to any cancellation or material modification of the policies and at least ten (10) days prior notice for non-payment.

10. MISCELLANEOUS

a. *Deductibles.* Subject to any CRA indemnity obligations under the Agreement and any obligation of the CGO Developer under the CGO Development Agreements, (i) insurance deductibles shall be paid by RES without pass-through to CRA and (ii) any under-insurance, self-insurance, self-insured retentions (SIR), deductibles, and exclusions in coverage in the insurance policies required under this Agreement to the extent applicable, shall be assumed by, and shall be for the account of and at the sole risk of RES and subcontractors. In no event shall the liability be limited to the extent of any insurance required under this Agreement.

b. *Rating of Insurers*. All insurance coverages required hereunder must be placed with carriers having an A.M. Best's Guide rating of A-, IX or better or as otherwise required by the CRA.

c. *Waiver of Subrogation*. Each policy of insurance procured by RES and its subcontractors as required herein must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against CRA and any CRA Indemnified Parties.

d. *Failure to Provide Policies*. None of the requirements contained herein as to types, limits or CRA's approval of insurance coverage to be maintained by RES, is intended to and shall not in any manner limit, qualify or quantify the liabilities and obligations assumed by RES under this Agreement or otherwise provided by law. RES', its consultant's or subcontractor's failure to obtain and maintain insurance coverages required herein shall constitute a material breach of this Agreement (subject to Section 10.0.1 of the Agreement). In the event of any failure by RES to comply CRA may, without in any way compromising or waiving any right or

remedy at law or in equity, on 10 days written notice to RES: (i) terminate RES, the consultant or subcontractor (as applicable) for default; or (ii) purchase such coverage and back charge the premium and associated costs to RES, the consultant or the subcontractor (as applicable); or (iii) require RES, the consultant or the subcontractor (as applicable) to pay for reasonable attorney's fees, expenses, damages and liability as a result of any claim or lawsuit to the extent coverage would have been provided to them under RES's or its consultant's or subcontractor's insurance but for that party's breach. CRA has the right to back charge RES, and its consultant or subcontractor for such sums. Furthermore, to the extent of their respective interests, the insurers of those entities that were to be included as additional insureds are deemed to be third-party beneficiaries of the insurance procurement obligation.

e. *Enforceability of Requirements*. All insurance coverages required herein shall be written in strict conformance with these requirements to provide complete and full coverage to CRA for RES's operations and completed operations. If coverages and/or specified endorsements are not available due to a change in applicable law, RES or the CRA (as applicable) shall secure equivalent coverages, which shall be subject to approval by the other party. To the extent any provision of these insurance requirements is held to be void, voidable, invalid, or unenforceable, the remainder of these insurance requirements shall not be affected thereby and shall remain valid and fully enforceable

f. *Non-Waiver.* IT IS EXPRESSLY AGREED BETWEEN CRA ON THE ONE HAND, AND RES, ITS CONSULTANTS AND SUBCONTRACTORS ON THE OTHER, THAT THE FAILURE OF ANY PARTY TO REQUIRE OR VERIFY COMPLETE AND TIMELY PERFORMANCE OF THE OBLIGATIONS UNDER THIS AGREEMENT SHALL NOT BE A WAIVER BY SUCH PARTY OF ANY RIGHT OF SUCH PARTY TO REQUIRE THE OTHER PARTY TO COMPLY WITH THESE INSURANCE REQUIREMENTS AND/OR TO SEEK DAMAGES BECAUSE OF THAT PARTY'S FAILURE TO COMPLY WITH THE INSURANCE REQUIREMENTS IN THIS AGREEMENT.

g. IN THE EVENT THAT THE LAW OF THE STATE OF CALIFORNIA (OR APPLICABLE LAW) LIMITS THE APPLICABILITY OF ANY OF THE INSURANCE COVERAGE REQUIRED BY THIS EXHIBIT, THEN THE OTHER PARTY AND (IF APPLICABLE) ITS CONSULTANTS AND SUBCONTRACTORS SHALL BE REQUIRED TO OBTAIN COVERAGE TO THE FULLEST EXTENT OF COVERAGE AND LIMITS ALLOWED BY APPLICABLE LAW AND THIS AGREEMENT SHALL BE READ TO CONFORM TO SUCH LAW.

8.02 CRA Insurance Matters. CRA currently maintains site-specific pollution legal liability insurance for the Project (the "**CRA PLL**"). The CRA PLL contains at least $50,000,000 limits of liability per incident and in the aggregate, a policy term through December 31, 2033 and a $250,000 per-incident self-insured retention. At all times during the Term, RES shall be included

on the CRA PLL as an additional named insured. Upon termination of this Agreement, RES shall retain its status as an additional named insured under the CRA PLL.

EXHIBIT E

Invoicing Matters

A. Approved Hourly Rates.

1. Principal $310
2. Senior Project/Environmental/Development Manager $250
3. Project/Environmental/Manager $195
4. Senior Project Scientist/Engineer/Planner $165
5. Project Scientist/Engineer/Planner $150
6. Technician I $135
7. Technician II $120
8. Technician $95
9. Senior Administrative/Clerical $85
10. Administrative/Clerical $65

The above hourly rates shall be increased by three percent (3%) annually on July 23rd of each calendar year during the term this First Letter Amendment.

B. Approved Task Categories. The following task categories shall be invoiced separately for Site Management Work, O&M Work and Project Management Work:

- Community Outreach/Public Participation
- Financial Review/Budgeting/Invoicing
- General Project Management
- Insurance Matters
- Regulatory Issues
- Review/Negotiate/Approve Contracts and Change Orders
- Schedule Management and Updates
- Preconstruction Planning and Permitting
- Travel to and from Carson
- Stormwater Work
- Community Relations/MMRP Management

C. New Invoicing Procedure/Form.

1. Site Management Work:

a. T&M billing for RES staff pursuant to the applicable task category.

b. Itemized expenses for vendors/subcontractors set forth in Exhibit B or subsequently approved by the CRA.

2. O&M Work.

a. T&M billing for RES staff pursuant to the applicable task category, subject to a not to exceed amount of $195,000 per month for tasks 1-6, which amount shall be subject to a three percent (3%) increase on each anniversary of this First Letter Amendment. For task 7, RES shall bill on a T&M basis pursuant to a separate WAR approved by the Executive Director of the CRA and/or the CRA Board (if required).

b. Itemized expenses for equipment, supplies and other costs for O&M submitted by RES pursuant to Task 7 of Exhibit A.

3. Project Management Work.

a. T&M billing for RES staff pursuant to the applicable task category.

Supporting Information – RES shall include an Excel worksheet presenting total hours by task broken out by individual for each category of work.

[INSERT CRA LETTERHEAD]

February ___, 2025

VIA U.S. MAIL & ELECTRONIC MAIL

RE SOLUTIONS, LLC
1525 Raleigh Street, Suite 240
Denver, CO 80204
Attn: Stuart L. Miner; Mary Hashem
Email: stuart@resolutionsdev.com; mary@resolutionsdev.com

Re: *Second Letter Amendment to Amended and Restated Environmental Remediation and Development Management Agreement*

Dear Mr. Miner and Ms. Hashem:

Prior to the execution of this letter amendment ("**Second Letter Amendment**") the Carson Reclamation Authority ("**CRA**") and RE Solutions, LLC ("**RES**") entered into that certain Amended and Restated Development Management Agreement, dated June 20, 2019 (the "**Original Agreement**"). The Original Agreement is proposed to be amended concurrently with this Second Letter Amendment pursuant to that certain Letter Amendment to Amended and Restated Environmental Remediation and Development Management Agreement, dated concurrently herewith (the "**First Letter Amendment**"). The Original Agreement, as amended by the First Letter Amendment and this Second Letter Amendment, is referred to herein as the "**Agreement**").

The parties have entered into this Second Letter Amendment to establish the terms upon which the Original Agreement shall continue with respect to the Phase 2 Development Services (defined below).

1. Definitions. Capitalized terms used herein but not otherwise defined in this Second Letter Amendment shall have the same meaning as set forth in, as applicable, the Original Agreement or the First Letter Amendment. As used in the Agreement, the following capitalized terms shall have the following meanings:

(a) Solely for the purposes of interpreting this Second Letter Amendment, the term "**Project**" shall be deemed to mean the Phase 2 Development Services.

2. Term of Letter Amendment. The term of this Second Letter Amendment shall expire on the Completion (defined below) of all of the Phase 2 Development Improvements (defined below), which the parties intend to be June 31, 2027 (the "**Term**"), unless earlier terminated by either party pursuant to the terms of the Agreement or extended by mutual agreement if elements of the Project are still under construction.

3. Termination Rights. All terms and provisions set forth in Section 3 of the First Letter Amendment are incorporated herein as applicable to the termination rights of the parties with respect to the RES Work performed under this Second Letter Amendment. **[TO CONFIRM]**

4. Staffing Commitment. Staffing for the Phase 2 Development Services will be (a) provided by Stuart Miner, Mary Hashem, Marla Berendes, Daniela De La Torre, and Richard Lesser (as RES employees), (b) include the following independent contractors: JBE, LLC ("**Balobeck**"), Cumming Management Group, Inc. ("**Cumming**"), and Leighton Consulting, Inc. ("**Leighton**"), and (c) such other employees designated by RES or subcontractors approved by CRA. Details regarding the specific responsibilities of Balobeck, Cumming, and Leighton are set forth in the applicable Approved Agreements (as defined below).

5. Second Letter Amendment Compensation. CRA shall pay RES the following as compensation for the RES Work performed pursuant to this Second Letter Amendment:

(a) For the work performed pursuant to Sections 5.05 (a) and (e) of the Agreement (as described below in this Second Letter Amendment) and Section 7 of this Second Letter Amendment: (a) payment of RES' invoiced time based on the hourly rates and Task categories set forth in Exhibit A, attached hereto; (b) reimbursement of approved RES expenses incurred in connection with its services performed under this Second Letter Amendment, which expenses shall expressly include (i) the Commercial General Liability insurance and CGL Excess Liability Insurance that RES is required to maintain pursuant to Exhibit D attached hereto (including any renewals or extensions thereof), [and [(ii) the premium for the Professional Liability Insurance that RES is required to maintain pursuant to item 5 of Section 8.01 of the Original Agreement (but only to the extent such premium relates to the work to be performed pursuant to this Second Letter Amendment (as such allocation is reasonably determined by the applicable underwriter)), each including any renewals or extensions thereof)][SUBJECT TO REVIEW AND CONFIRMATION]; and (c) reimbursement of all amounts payable by RES under the Approved Agreements set forth in Part 2 of Exhibit B, attached hereto, for work performed prior to, as applicable, the assignment of such contracts to the CRA or the termination of such contracts pursuant to their terms.

(b) For all other work performed pursuant to this Second Letter Amendment: (a) Reimbursement of all amounts payable by RES under the Approved Agreements set forth in Parts 1, 3 and 4 of Exhibit B, attached hereto for work performed prior to, as applicable, the assignment of such contracts to the CRA or the termination of such contracts pursuant to their terms; (b) an amount equal to five percent (5%) of the amounts set forth in the preceding clause (a); and (c) reimbursement of approved RES expenses incurred in connection with its services performed under this Second Letter Amendment. Notwithstanding the foregoing (1) RES shall not be entitled to a reimbursement of the amounts payable to Cumming for its assistance in managing the construction of the Phase 2 Development Improvements (and such amounts shall be paid by RES and not passed through to the CRA), but RES shall be entitled to a reimbursement of the amounts payable to Cumming for their assistance in managing the design and permitting of the Phase 2 Development Improvements.

(c) RES shall be entitled to the amount of $138,844 ("**Project Mobilization Fee**") which shall be paid to RES by the CRA within thirty (30) calendar days after the execution of this Second Letter Amendment as a fee for mobilization for the Phase 2 Development Improvements.

(d) RES shall be entitled to the amount of $138,844 ("**Project Demobilization / Completion Fee**") which shall be paid to RES by the CRA within thirty (30) calendar days of the earlier to occur of the following: (x) termination of this Second Letter Amendment in order to compensate RES for its demobilization costs associated with the Project; or (y) Completion of all of the Phase 2 Development Improvements, as set forth herein.

6. Development Services. Section 5.05 of the Original Agreement is hereby deleted in its entirety and replaced with the following:

"5.05 Development Services. RES shall oversee and manage the design, permitting, construction, and approvals for the Phase 2 Development Improvements (the "Phase 2 **Development Services**"). As used in this Agreement, the term "**Phase 2 Development Improvements**" means the following improvements, each as more particularly described in the plans and specifications set forth in Exhibit C, attached hereto:[TERMS SUBJECT TO CONFIRMATION]

1. The sewer, storm drain, domestic water, and recycled water systems within the right of way for Lenardo Drive from Main Street to Avalon Boulevard and Stamps Road from Del Amo to Lenardo Drive (the "**Designated Street Area**");

2. The electrical, gas, telecom, and broadband services within the Designated Street Area;

3. The earthwork related to the construction of the Designated Street Area, including (a) grading, shoring, excavation, and backfill, (b) the relocation of existing stockpiled aggregate, soil, or clay on the site, and (c) the improvement of temporary construction access roads and laydown areas to support the construction of the Phase 2 Development Improvements;

4. The foundation systems for street lights, traffic signals, and other applicable electrical equipment, backbone utility infrastructure, and irrigation controllers over waste, including caissons and piles;

5. The paving and flatwork including asphalt, concrete, and striping on (a) the Designated Street Area,

6. Any required roadway improvements on the section of Lenardo/Stadium Way located on the Torrance Lateral bridge;

7. Provided that Caltrans agrees to grant the necessary permits and or easements, any required roadway improvements, water lines and electrical lines the section

of the street currently in the Caltrans right of way between the Torrance Lateral bridge and Avalon Boulevard;

8. The streetlights and traffic signals in the Designated Street Area;

9. The median islands, median island landscaping, and other site landscaping within the Designated Street Area and along the Torrance Lateral;

10. The utilities and foundations for the three (3) Pylon signs adjacent to the 405 freeway;

11. The signalization improvements at the intersection of Stamps and Del Amo;

12. The grind and overlay work for Del Amo from Main to 405 overpass, including concrete traffic lanes at the intersection; and

13. The following remedial systems/improvements:

(A) any remedial construction to existing improvements [existing cap/liner on Cell 2 or existing GCCS improvements] as necessary to complete items 1-9 and 13(b), (c) and (d);

(B) keying land fill caps into the street improvements adjacent to the Remainder Cells,

(C) buffer zone improvements on Cells 1 and 2 (sufficient geomembrane liner and certain other remedial system improvements on Cells 1 and 2 to meet the provisions of the MAPO and other Environmental Regulatory Requirements), and

(D) installation of the GCCS vaults and header line in Cell 2.

The portions of the Phase 2 Development Improvements described items 1-10 are referred to herein as the "**GMAX Price Improvements**" and the portions of the Phase 2 Development Improvements described Item 11 are referred to herein as the "**Bid Alternative Improvements**". The portions of the GMAX Price Improvements that are to be accepted by an applicable public or quasi-public entity/utility for permanent maintenance are referred to herein as the "**Public Improvements**" and the Bid Alternative Improvements and the portions of the GMAX Price Improvements to be owned and maintained by CRA or a Vertical Developer are referred to herein as the "**Private Improvements**".

(a) *Design and Permitting of Phase 2 Development Improvements*. RES shall oversee and manage the preparation, plan check, approval and permitting of the construction drawings for the Phase 2 Development Improvements. In addition, RES shall perform the following services:

(i) RES shall oversee and manage the design work/subcontracts listed in Parts 1 and 2 of Exhibit B, attached hereto, to the extent applicable to the preparation,

plan check, approval and permitting of the construction drawings for the Phase 2 Development Improvements;

(ii) RES shall oversee, manage, and/or assist with the coordination with CRA, CGO Developer and the following Governmental Authorities with respect to the Phase 2 Development Services: Southern California Edison, CalTrans, South Coast Air Quality Management District ("**SCAQMD**"), California State Water Resources Control Board, Los Angeles County Flood Control District, the City of Carson, Los Angeles County, and the Southern California Gas Company, each to the extent required; and

(iii) RES shall oversee, manage, and coordinate with the CRA to obtain any permits or approvals to be issued by any Governmental Authority for the construction of the Phase 2 Development Improvements.

(b) *Construction of the Phase 2 Development Improvements*. RES shall oversee and manage SL Carson Builder, LLC's ("**Snyder Langston**") construction of the Phase 2 Development Improvements pursuant to that certain Amended and Restated Master Agreement for Civil Improvements between RE Solutions, LLC and Snyder Langston, executed substantially concurrently herewith (the "**SL Contract**"), and any Work Orders or Change Directives (each as defined in the SL Contract) entered into pursuant to the SL Contract related to the Phase 2 Development Improvements (following the CRA's approval for same), each as the same may be amended with the CRA's approval (collectively, the "**SL Contract Agreements**"). Notwithstanding the foregoing to the contrary, RES's obligation to cause Snyder Langston to construct the Phase 2 Development Improvements pursuant to the SL Contract Agreements is expressly conditioned upon CRA's provision of information to RES and Snyder Langston that is necessary to satisfy the Project Funding (as such term is defined in the SL Contract) conditions set forth in the SL Contract, including, without limitation, Sections 2.1.2, 4.1.0 and 12.1 of the SL Contract. The parties acknowledge that the CRA shall be an express, third-party beneficiary of RES' rights under all of the SL Contract Agreements. RES shall oversee and manage all field work through one or more full-time personnel during the construction of the Phase 2 Development Improvements. RES shall act as the primary point of contact for the performance of any environmental remediation required with respect to the Completion of the Phase 2 Development Improvements.

(1) Approved Agreements. RES shall oversee and manage the subcontracts listed in Part 1, 3 and 4 of Exhibit B, attached hereto, to the extent applicable to the Construction of the Phase 2 Development Improvements.

(2) Completion of the Phase 2 Development Improvements. As used herein, the term "**Completion**" means the following:

(A) With respect to each of the Public Improvements, the applicable public or quasi-public entity/utility has completed its process to accept the subject improvement; and

(B) With respect to the each of the Private Improvements, the CRA's receipt (A) of "Certificate of Final Completion" from the applicable "designated Owner Consultant" (each as defined in the SL Contract) for the applicable Private Improvement, and (B) with respect to each Private Improvements that is a Bid Alternative Improvement, the applicable documentation required under the "Construction Quality Assurance Plan" (as defined in the EKI Environment and Water, Inc. ("**EKI**") Approved Agreement) that the subject improvement has been completed pursuant to the applicable plans.[THESE TERMS ARE SUBJECT TO REVIEW AND CONFIRMATION FOLLOWING FEEDBACK FROM RES / EKI]

In conjunction with the foregoing, RES shall coordinate the confirmation of substantial and final Completion; schedule and coordinate inspections; review the accuracy of punch-lists of incomplete or unsatisfactory work prepared by applicable contractors, subcontractors, and/or public agency inspectors for the Phase 2 Development Improvements; and arrange for and supervise the completion of all punch-list items and final acceptance thereof.

(3) GMAX Price. The parties acknowledge that the SL Contract Agreements are intended to provide for the completion of the GMAX Price Improvements for one or more guaranteed maximum prices which is to be defined in applicable future Work Orders (all such sums collectively, the "**GMAX Price**"). The parties agree that, provided that RES has complied with its obligations under this Second Letter Amendment with respect to the management of the SL Contract Agreements, the CRA shall look solely to Snyder Langston for the enforcement of the GMAX Price provisions of the SL Contract Agreements and that RES' obligations under this Second Letter Amendment with respect to the GMAX Price provisions of the SL Contract Agreements shall be limited to the obligation to reasonably cooperate with the CRA in the CRA's enforcement of such provisions.

(4) Agreement Claims - Section 18.22 of Contract. The parties acknowledge that Section 18.22 of the SL Contract (i) requires RES to indemnify Snyder Langston from any Agreement Claim (as defined in the SL Contract) and (ii) permits RES to terminate the SL Contract Agreements or defend or settle the Agreement Claim. The parties hereby agree that the CRA shall indemnify, defend and hold RES harmless from and against any and all Damages arising out of or related to any Agreement Claim. The parties further agree that, so long as the CRA is not in default of its obligations under this subsection (c), RES shall not terminate the SL Contract Agreements as a result of an Agreement Claim or settle any Agreement Claim without the CRA's prior written consent, and in the event of any Agreement Claim, subject to any requirement to provide separate counsel as a result of any conflict of interest, the CRA shall have the right to defend such action utilizing the City Attorney's office, or use other comparable legal counsel of its choosing, and RES agrees to fully cooperate with the CRA in the defense of such action.

(5) Suspension of Work under the SL Contract Agreements. RES acknowledges receipt of the letter from the CRA dated January 27, 2025 related to the funding sources for the design, permitting and construction of the Phase 2 Development Improvements (the "**Funding Source Letter**"). If the Executive Director of the CRA

obtains actual knowledge of any facts that would cause the information or assumptions included in the Funding Source Letter to be incorrect or untrue, CRA shall provide RES with concurrent written notice of the same. CRA shall provide RES with an update to the Funding Source Letter if CRA identifies additional sources of funds available for the design, permitting, and construction of the Phase 2 Development Services. CRA acknowledges that RES (and therefore CRA) will be responsible for the payment of delay and/or termination damages under the SL Contract Agreements if the construction of the Phase 2 Development Improvements are delayed and/or terminated prior to completion as a result of the CRA not having access to sufficient funds to pay for same. [The parties hereby agree that [$_____] is an estimated amount of the delay damages, demobilization damages and early termination damages that might become due under the SL Contract Agreements if the construction of the Phase 2 Development Improvements becomes delayed for thirty (30) calendar days and then terminated as a result of lack of funding available to the CRA (the "**Suspension/Termination Estimate**").][SUBJECT TO REVIEW AND CONFIRMATION BY THE CRA BOARD] RES shall have the right to suspend the construction of the Phase 2 Development Improvements if RES gives written notice (the "**RES Shortfall Funding Notice**") to the CRA of RES' reasonable determination that the funding available to CRA, less the Suspension/Termination Estimate, is insufficient to pay all of the costs due to RES under Section 5 of this Second Letter Amendment (taking into account the scope of the executed SL Contract Agreements and all of the restrictions of the use of the individual funding sources), and thereafter CRA fails to provide RES with a written response to the RES Shortfall Funding Notice within forty five (45) days together with reasonable evidence that CRA has secured access to sufficient funds to resolve any funding shortfall or gap. [TERMS SUBJECT TO REVIEW AND CONFIRMATION]

(c) *Health and Safety Construction Support*. The parties agree that (i) any health and safety construction support required in conjunction with the Completion of the Phase 2 Development Improvements shall be provided by EKI and (ii) any work necessary to address any landfill waste or other Hazardous Materials encountered in conjunction with the Completion of the Phase 2 Development Improvements shall (A) be designed and permitted by EKI pursuant to an amendment to the EKI Approved Agreement, and (B) be completed by Snyder Langston pursuant to a change order to the SL Contract. RES shall be responsible to oversee and manage EKI and Snyder Langston in the performance of such activities and to ensure that the same are completed in compliance with the applicable Environmental Regulatory Requirements.

(d) Stormwater Work.

(i) RES shall be responsible for any updates to the SWPPP that are required for the construction of the Phase 2 Development Improvements pursuant to the Second Letter Amendment.

(ii) From and after commencement of construction on the Phase 2 Development Improvements, the installation and maintenance of BMP's and the pumping of stormwater from pile excavations/depressions within the construction area for the Phase

2 Development Improvements (as identified in the applicable SWPPP update) shall be delegated to Snyder Langston under the applicable construction contract and RES' responsibility shall be limited to the management of the same pursuant to the terms of the Second Letter Amendment.

(e) *Miscellaneous Development Services*. RES shall perform the following services with respect to the Phase 2 Development Improvements:

(1) Scheduling and Value Engineering. RES shall oversee and implement any value engineering analysis regarding the schedule, design, planning, construction, systems, and other criteria and alternatives relating to the Phase 2 Development Improvements and prepare project schedules as required by CRA for the design and construction phases of the Phase 2 Development Improvements. RES shall update such schedules on a monthly or more frequent basis as required by CRA;

(2) Lien Releases and Waivers. RES shall implement procedures for obtaining lien releases and waivers in connection with each CRA payment from all contractors, subcontractors and other mechanic's and materialmen's lien claimants and pursuant to such procedures, obtain partial, conditional and final lien releases and waivers (which may be retained and stored in electronic format), subject to CRA approval;

(3) Reporting. RES shall keep CRA informed as to job progress, including providing written job progress reports, by the fifteenth (15^{th}) day of each month during the Term hereof, or more frequently if reasonably required by CRA; and

(4) Additional Services. RES shall perform such other Project administration services similar in type and obligation to those listed in this Section 5.05 as may be reasonably requested by CRA, including preparing such other reasonably requested schedules, reports, budgets and other technical data, and attending such meetings during the term of the Second Letter Amendment as CRA may reasonably request in order to assist in the preparation of the contract documents, Project Budgets, cost estimates, any proposed changes in any Project Budget or construction schedule or in any other documents and instruments relative to the RES Work or the Project, as necessary or appropriate so that Completion of the RES Work may be accomplished within the budgetary and time objectives specified herein.

7. Budgets and Payment Mechanics.

(a) Within thirty (30) days after the execution of this Second Letter Amendment, CRA shall provide RES with (1) the sources of funds available to the CRA to pay the costs associated with the Phase 2 Development Improvements, (2) the scope of uses for each identified source of funds set forth in clause (1) and (3) an exhaustive list of all costs previously charged to the sources listed clause (1).

(b) Within thirty (30) calendar days after the effective date of the SL Contract, RES shall submit for CRA's review and approval in its sole discretion a preliminary budget for

the performance of the Phase 2 Development Services, which preliminary budget sets forth all applicable costs incurred after November 1, 2024 and anticipated expenses for the work to be performed pursuant to this Second Letter Amendment (the "**Design and Construction Budget**") for the CRA's review and approval, and RES shall otherwise comply with the terms under Section 6.02 of the Original Agreement regarding updates to the Project Budget. RES shall update the Design and Construction Budget every sixty (60) days (with input from CRA and Snyder Langston) and deliver the same to the CRA to reflect any GMAX Price provided by Snyder Langston or other amendments to the Approved Agreements.

(c) Within fifteen (15) days after receipt of the information required under the foregoing clause (i) and the CRA's approval of the initial Design and Construction Budget pursuant to the foregoing clause (ii), RES shall develop an initial sources and uses for the Phase 2 Development Services (the "**Sources and Uses**") for CRA's review and approval, in its sole discretion. The Sources and Uses shall identify the sources of funds that are available to CRA to pay costs associated with the Phase 2 Development Services and the scope of uses for each identified source. RES shall provide the CRA with rolling sixty (60) day updates of the Sources and Uses during the Term identifying the amounts previously expended from each identified source, the amounts remaining for each source and the current cost to complete the scope of improvements included in each identified source based on the then current Design and Construction Budget. Unless the CRA provides RES with written notice that a portion of the funds originally identified by the CRA as available for incorporation in the Sources and Uses have been utilized for a different purpose, each sixty (60) update shall be prepared under the assumption that such originally identified sources have only been reduced by payments applicable to the Phase 2 Development Services made pursuant to this Second Letter Amendment.

(d) *Second Amendment Allocations with respect to the Master Invoice*. Each Master Invoice shall include a separate allocation for all work performed pursuant to this Second Letter Amendment, which amount shall be suballocated by amounts to be paid from the identified sources in the Sources and Uses.

8 Subconsulting Agreements and Subcontracts. As of the effective date of this Second Letter Amendment, the CRA has approved the subconsulting agreements and subcontracts set forth in Exhibit B, attached hereto (the "**Approved Agreements**"). RES shall comply with the provisions of Section 5.06 [Bidding and Hiring Subcontractors and Subconsultants] of the Original Agreement with respect to any subsequent amendments to the Approved Agreements or any new subconsulting agreements or subcontracts entered into with respect to the performance of the Phase 2 Development Services. Any amendments or agreements approved by the CRA pursuant to such procedures shall be included in the term "Approved Agreements".

9. Insurance Matters. Solely with respect to the performance of the Phase 2 Development Services, the provisions of Exhibit D to the First Letter Amendment are hereby amended by adding the provisions of Exhibit D, attached hereto.

10. Reserved Claims and Defenses. Nothing in this Second Letter Amendment shall affect, waive or amend any claims, causes of action, defenses, damages or remedies under the Original Agreement that have accrued to either party as of July 23, 2024 (collectively, "**Reserved**

Claims and Defenses"). The Reserved Claims and Defenses shall survive any expiration or earlier termination of this Second Letter Amendment.

11. Survival. The following provisions of this Second Letter Amendment shall survive the expiration or earlier termination of this Second Letter Amendment: Section 9.

12. Miscellaneous.

(a) This Second Letter Amendment may be executed in multiple counterparts, each of which shall be considered an original but all of which shall constitute one agreement. Each of the parties agrees that an email transmission of a signature on this Second Letter Amendment shall constitute a valid execution of this document, and shall be sufficient to formally bind, at the time of transmission, the party whose signature was transmitted by email.

(b) Should any portion, word, clause, phrase, sentence or paragraph of this Second Letter Amendment be declared void or unenforceable, such portion shall be considered independent and severable from the remainder, the validity of which shall remain unaffected.

(c) The parties acknowledge that this Second Letter Amendment was jointly prepared by them, by and through their respective legal counsel. This Second Letter Amendment shall be construed according to its fair meaning as prepared by the parties, and any uncertainty or ambiguity existing herein shall not be interpreted against any of the parties.

(d) Failure to insist on compliance with any term, covenant or condition contained in this Second Letter Amendment shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power contained in this Second Letter Amendment at any one time or more times be deemed a waiver or relinquishment of any right or power at any other time or times.

(e) This Second Letter Amendment is made and entered into in pursuant to the laws of the State of California and shall in all respects be interpreted, enforced and governed under the laws of said State without giving effect to conflicts of laws principles. Any action to enforce or interpret any provision of this Second Letter Amendment shall be brought in the Superior Court of California by and for the County of Los Angeles.

(f) Each party shall perform any further acts and execute and deliver any further documents that may be reasonably necessary or appropriate to carry out the provisions and intent of this Second Letter Amendment. Except as expressly stated otherwise in this Second Letter Amendment, actions required of the parties or any of them will not be unreasonably withheld or delayed. Time will be of the essence with respect to the actions required of any of the parties.

(g) Each party declares that it has read this Second Letter Amendment and understands and knows the contents thereof, and each party represents and warrants that each of the persons executing this Second Letter Amendment is empowered to do so and upon execution, the terms and conditions of this Second Letter Amendment shall bind the respective party to the terms hereof.

(h) The prevailing party in any action or proceeding for the enforcement of a term or condition of this Second Letter Amendment, any alleged disputes, breaches, defaults, or misrepresentations in connection with any provision of this Second Letter Amendment or any action or proceeding in any way arising from this Second Letter Amendment, will be entitled to recover its reasonable costs and expenses, including without limitation reasonable attorney fees and costs of defense paid or incurred in good faith. The "prevailing party," for purposes of this Second Letter Amendment, will be deemed to be that party who obtains substantially the result sought, whether by settlement, dismissal, or judgment.

(i) No officer or employee of RES or the CRA shall be personally liable hereunder in the event of any default or breach by RES or the CRA or for any amount, which may become due to either of the parties hereto, or for any breach of any obligation of the terms of this Second Letter Amendment.

(j) The parties acknowledge and agree that except as modified by this Second Letter Amendment, the Original Agreement remains in full force and effect, and all applicable terms and provisions are incorporated herein. To the extent applicable, in the event of conflict between the terms and provisions of this Second Letter Amendment and the Original Agreement, the terms and provisions shall be harmonized to eliminate any such conflict. To the extent any of the terms and provision hereof cannot be harmonized with the terms and provisions of the Original Agreement, the terms and provisions hereof shall govern.

13. Notices.Any notices, requests, demands, documents approvals or disapprovals given or sent under this Second Letter Amendment from one party to another shall be given to the party entitled thereto at its address set forth below or at such other address as such party may provide to the other parties in writing. Notice may be given (i) solely with respect to the specific provisions herein that allow for it, via e-mail, so long as a written letter is attached to such email notice; (ii) by personal delivery which will be deemed received on the day of delivery; (iii) by national overnight delivery service which shall be deemed received the following day; (iv) by mailing the same by registered or certified US mail, return receipt requested which will be deemed delivered three (3) days after depositing same in the mail, addressed to the party to whom the notice is directed as set forth below:

RES: Stuart Miner, Principal of RES, 1525 Raleigh Street, Suite 240, Denver, Colorado 80204 (email: stuart@resolutions.dev.com / phone: 303-945-3017).

CRA: John Raymond, Executive Director of the CRA, c/o City of Carson, 701 E. Carson Street, Carson, California 90745 (email: jraymond@carsonca.gov / phone: 310-952-1773), with a copy to Sunny Soltani, Counsel for the CRA, Aleshire & Wynder, LLP, 1 Park Plaza, Suite 1000, Irvine, CA 92612 (email: ssoltani@awattorneys.com / phone: 949-223-1170).

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.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Second Letter Amendment as of the date and year first-above written.

CARSON RECLAMATION AUTHORITY,
a California joint powers authority

_____
Name: John Raymond
Title: CRA Executive Director

ATTEST:

_____
By: Dr. Khaleah Bradshaw
Title: CRA Secretary

APPROVED AS TO FORM:

_____
By: Sunny Soltani, CRA Counsel

RE SOLUTIONS, LLC,
a Colorado limited liability company

By: _____
Name:
Title:

By: _____
Name:
Title:

cc (*via email)*: Marc Stice, Counsel for RES (mstice@sticeblock.com)
Danny Aleshire, Asst. Counsel for CRA (danny.aleshire@awattorneys.com)

EXHIBIT A

RES Hourly Rates

A. Approved Hourly Rates.

1. Principal $310
2. Senior Project/Environmental/Development Manager $250
3. Project/Environmental/Manager $195
4. Senior Project Scientist/Engineer/Planner $165
5. Project Scientist/Engineer/Planner $150
6. Technician I $135
7. Technician II $120
8. Technician $95
9. Senior Administrative/Clerical $85
10. Administrative/Clerical $65

The above hourly rates shall be increased by three percent (3%) annually on July 23rd of each calendar year during the term of this Second Letter Amendment.

B. Approved Task Categories.

- Community Outreach/Public Participation
- Financial Review/Budgeting/Invoicing
- General Project Management
- Insurance Matters
- Regulatory Issues
- Review/Negotiate/Approve Contracts and Change Orders
- Schedule Management and Updates
- Preconstruction Planning and Permitting
- Travel to and from the City of Carson
- Stormwater Work
- Community Relations/MMRP Management

EXHIBIT B

Approved Agreements[SUBJECT TO REVIEW]

Part 1. Construction Management and Materials Testing Subcontracts.

1. Balobeck;
2. Cumming; and
3. Leighton (materials testing.

Part 2. Design Subcontracts.

1. Antieri Associates Consulting Engineers, Inc.
2. Michael Baker International, Inc.
3. KPFF, Inc.
4. Cummings Curley and Associates, Inc.
5. Cumming.
6. EKI Environment and Water, Inc. ("**EKI**").
7. Leighton (Geotech).

Part 3. Construction Subcontracts.

1. The SL Contract Agreements
2. [ADD AMPCO CONTRACT]

Part 4. Health and Safety Subcontracts. List EKI contract.

EXHIBIT C

Draft Construction Drawings for the Phase 2 Development Improvements

[Attached]

EXHIBIT D

Insurance Modifications for the Phase 2 Development Improvements

[NOTE: REVISED TERMS ARE SUBJECT TO REVIEW AND REVISION]

1. COMMERCIAL GENERAL LIABILITY INSURANCE. Solely with respect to the Phase 2 Development Services, item 3 of Section 8.01 of the Original Agreement is revised to read as follows:

   RES shall procure and maintain commercial general liability (CGL) insurance as set forth in the [Commercial General Liability Occurrence quote provided by Berkley Assurance Company, as submission number ver-oi-2_3qsc7FeTM][CONFIRM reference number applies to final quote that is revised to address Jeremy's comments.]. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs maintained by the CRA Indemnified Parties (excluding any insurance maintained by third-parties which name RES and one or more of the CRA Indemnified Parties as an additional insured).

2. UMBRELLA LIABILITY INSURANCE. The reference to paragraph 3 of Section 8.01 of the Original Agreement only does not include the policy set forth in item 1 of this Exhibit D.

3. CONTRACTORS POLLUTION LIABILITY INSURANCE

   Until such time as RES is enrolled in the CGO CPL Wrap with respect to the Phase 2 Development Services, prior to commencement of construction of the Phase 2 Development Improvements, CRA shall cause the Existing CPL to be endorsed to (i) include the Phase 2 Development Improvements as part of covered operations thereunder; and (ii) increase the aggregate limit of liability under the Existing CPL to $10,000,000 with a $5,000,000 dedicated and reserved limit of liability to the Phase 2 Development Improvements. RES acknowledges that CRA has the right to add other contractors and consultants as additional named insureds on the Existing CPL, at CRA's sole discretion.

4. CONTRACTOR'S EQUIPMENT INSURANCE

   The requirements of item 7 of Section 8.01 of the Original Agreement shall not apply to the Phase 2 Development Services.

Amended and Restated Master Agreement for Civil Improvements Between RE | SOLUTIONS, LLC and SL CARSON BUILDERS, LLC

(based on AIA Document A121™ – 2014 "Standard Form of Master Agreement Between Owner and Contractor where work is provided under multiple Work Orders")

THIS AMENDED AND RESTATED MASTER AGREEMENT FOR CIVIL IMPROVEMENTS ("**Master Agreement**" or "**Agreement**") is made as of the ____ day of _____ in the year 2025 ("**Effective Date**").

BETWEEN the "**Owner"**:
RE | SOLUTIONS, LLC
1525 Raleigh Street, Suite 240
Denver, CO 80204

and the "**Contractor**":
SL CARSON BUILDERS, LLC
17962 Cowan
Irvine, California 92614

for the following:

Construction of site work, infrastructure improvements, and other facilities ("**Civil Improvements**" / "**Project**") upon the 157-acre parcel located at 20400 S. Main Street, Carson, California, commonly known as the Cal Compact Landfill ("**Project Site**" / "**157 Acre Site**"), as more specifically described in each Work Order (as defined below) executed in connection with this Master Agreement.

The Contractor and Owner understand and agree that the 157 Acre Site was operated as a landfill prior to the incorporation of the City of Carson ("**City**") in 1968, and as a result of the former landfill operations, the Project Site is subject to the oversight of the California Department of Toxic Substances Control ("**DTSC**"). Furthermore, all activities and development of the 157 Acre Site are subject to the terms and conditions set forth in (i) the Remedial Action Plan, approved by DTSC on October 25, 1995 ("**RAP**"); (ii) that certain document entitled Management Approach to Phased Occupancy (File No. 01215078.02), approved by DTSC in April 2018 ("**MAPO**"); (iii) that certain letter regarding phased development matters, issued by DTSC to the CRA, dated October 17, 2017 ("**Phased Development Letter**"); (iv) that certain Land Use Covenant and Agreement Environmental Restrictions made and entered into by the CRA in favor of DTSC and recorded on December 14, 2023 ("**LUC**"); (v) a Consent Decree issued for the 157 Acre Site by DTSC in December 1995 in order to resolve claims made regarding the resolution of the contamination issues affecting the Project Site ("**1995 Consent Decree**"), and (vi) any applicable terms contained in the Compliance Framework Agreement, dated as of September 28, 2006, between DTSC and the then-current property owner, Carson Marketplace LLC, as amended by the First Amendment to Compliance Framework Agreement dated as of December 31, 2007 (as so amended, the "**CFA**", and together with the RAP, 1995 Consent Decree, the MAPO, the Phased Development Letter, and the LUC, are collectively referred to herein as the "**Environmental Regulatory Documents**").

The Contractor and Owner acknowledge and agree that Contractor previously entered into a Master Agreement for Civil Improvements with Contractor, dated February 19, 2018 (the "**Prior Agreement**"), and the Owner and Contractor now desire to amend and restate the Prior Agreement pursuant to the terms and conditions set forth herein.

Therefore, Owner and Contractor agree as follows.

TABLE OF ARTICLES

ARTICLE 1 MASTER AGREEMENT TERM AND PARTY REPRESENTATIVES

§ 1.1 This Master Agreement shall commence on the Effective Date and shall continue for an initial term of two (2) years, unless otherwise terminated in accordance with Article 19; thereafter, this Master Agreement shall automatically be extended for additional one (1) year terms or for such other term as set forth in any existing Work Order ("**Term**").

§ 1.2 This Master Agreement shall apply to all Work Orders executed within the Term of this Master Agreement until completion of the services set forth in any applicable Work Order. Each Work Order, together with this Master Agreement, the Indemnity and Insurance Addendum, the Exhibits attached to this Master Agreement and the Contract Documents (as defined in Section 6.2), constitute the entire contract between the parties set forth in this Master Agreement (each individually, and collectively the "**Contract**"). In the event of a conflict between the terms and conditions of this Master Agreement and a Work Order, the terms of the Work Order shall take precedence for all terms provided in that Work Order.

§ 1.3 Notice of an election not to renew must be provided at least thirty (30) days prior to the Term expiration date. In the event either party elects not to renew this Master Agreement, the terms of this Master Agreement shall remain in full force and effect until all Work Orders executed under this Master Agreement are completed or terminated.

§ 1.4 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to this Master Agreement:

Owner's Representative:

Stuart L. Miner, Principal
RE | Solutions, LLC
1525 Raleigh Street, Suite 240
Denver, CO 80204
Telephone: (303) 945-3017
Email: stuart@resolutionsdev.com

§ 1.4.1 In each Work Order, the Owner will identify a representative authorized to act on the Owner's behalf with respect to the Work Order and in the absence of any such designation, the representative shall be such party as set forth in Section 1.4 above. For the avoidance of doubt, no individual designated by Owner to serve as its representative, including hereunder or pursuant to any Work Order, shall have any personal liability to the Contractor, including without limitation for any amounts due on account of the Work. Owner may substitute a different representative pursuant to written notice to Contractor.

§ 1.5 The Contractor identifies the following representatives authorized to act on the Contractor's behalf with respect to this Master Agreement:

Contractor's Representatives:

Lee Watkins, President / COO
SL Carson Builders, LLC
17962 Cowan
Irvine, California 92614
Telephone: 949-863-9200
Email: lwatkins@snyderlangston.com

Kelly McCarty
SL Carson Builders, LLC
17962 Cowan
Irvine, California 92614
Telephone: 949-225-3205; 949-795-7883

Email: kmccarty@snyderlangston.com

§ 1.5.1 In each Work Order, the Contractor will identify a representative authorized to act on behalf of the Contractor with respect to the Work Order and in the absence of any such designation the representative shall be the person set forth in Section 1.5 above. For the avoidance of doubt, no individual designated by Contractor to serve as its representative, including hereunder or pursuant to any Work Order, shall have any personal liability to the Owner, including without limitation for any liability arising out of the performance of the Work in such person's individual capacity.

§ 1.6 The Owner's civil engineer, structural engineer, and/or geotechnical engineer (each individually, and collectively, the "**Engineer**") shall be designated, as necessary, in any Work Order for the Work.

§ 1.7 The parties hereby acknowledge that Owner is not the fee owner of the real property upon which the Project and Work is to be performed and that Owner is undertaking the Project as a master developer and environmental remediation and development manager by the Carson Reclamation Authority (the "**CRA**") in accordance with that certain Amended and Restated Environmental Remediation and Development Management Agreement, dated as of June 20, 2019 between Owner and CRA (as amended, modified, or supplemented from time to time, the "**Development Agreement**"). The Contractor acknowledges that the Work performed hereunder is subject to the terms and conditions of the Development Agreement, including, without limitation, permissible charges on account of the Work, limitations on markups, indemnification and insurance obligations, compliance with prevailing wage laws, coordination with separate contractors and activities on the Project site, review and approval of Work and access to Project records of CRA and its representatives, contract assignment rights and CRA's express status as a third-party beneficiary to all agreements entered into by Owner in relation to the Project site including this Master Agreement and any Work Orders. The Contractor acknowledges that a copy of the Development Agreement has been provided to the Contractor and the Contractor represents that it has reviewed and understands the conditions governing the Work as set forth therein. The Contractor has, contemporaneous with the execution of this Master Agreement, executed and delivered that certain Acknowledgement and Consent of Contractor for the benefit of the CRA, attached as **Exhibit D** hereto. If the Development Agreement is amended, a copy of such amendment shall be provided to Contractor and shall apply to all future Work Orders.

§ 1.8. Contractor is aware that EKI Environment & Water, Inc. ("**EKI**") is the environmental engineer for the Project Site. Contractor agrees to coordinate its Work on the Project Site with the work of EKI.

ARTICLE 2 THE WORK

§ 2.1 The Contractor shall perform the specific Work set forth in each Work Order in the form attached as **Exhibit B** hereto executed by both parties and approved by CRA ("**Work Order**"). Each Work Order shall state (i) the name, location and detailed description of the Project; (ii) identify the Engineer (if applicable); (iii) specify the Contract Time in Section 2.2 of the Work Order ("**Contract Time**"); (iv) specify the Contract Sum in Section 3.1 of the Work Order ("**Contract Sum**"); (v) specify the Guaranteed Maximum Price in Section 3.5 of the Work Order (the "**GMP**"); (vi) describe the specific work to be performed by Contractor specified in Article 1 of the Work Order and in accordance with Section 6.1 of this Master Agreement ("**Work**"); and (vii) enumerate the applicable Contract Documents in accordance with Section 6.2 applicable to the Work Order.

§ 2.1.2 Prior to commencement of any Work pursuant to a Work Order, Owner shall provide Contractor with evidence that sufficient, liquid, funding exists to cover the amount of the Contract Sum or GMP set forth in each Work Order ("**Project Funding**").

§ 2.2 Preconstruction Phase for Work Orders

§ 2.2.1 The Contractor shall for each portion of the Work to be undertaken under a proposed Work Order, taking into account the overall Project, provide a preliminary evaluation of the Owner's Project, Project schedule and construction budget requirements, each in terms of the other. The Owner and Contractor acknowledge while only such Work as set forth in a Work Order shall be undertaken by the Contractor, this Master Agreement is executed to facilitate accelerated and fast-track scheduling, procurement, and phased construction of the overall Project. The Contractor shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues with respect to any designated phase of the Project, as

well as, the scope of the Project as a whole. The Contractor shall identify all long-lead items, in writing, and take same into account when proposing Work Order schedules and cost estimates, including cash flow projections relative to the cost of the Work.

§ 2.2.1.1 Intentionally Blank.

§ 2.2.2 The Contractor shall schedule and conduct meetings with the applicable Owner Consultants (as defined below), the CRA, and the Owner as needed to discuss such matters as procedures, progress, coordination, and scheduling of the Work under each proposed Work Order and for the Project as a whole. The Contractor shall advise the Owner, the CRA and the applicable Owner Consultants on proposed Project Site use and improvements, selection of materials, and equipment relative to the Work. The Contractor shall also provide recommendations consistent with the Project requirements to the Owner and Owner Consultants on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including but not limited to, costs of alternative designs or materials, preliminary budgets, and possible cost reductions.

§ 2.2.3 Contractor shall consult with Owner, the CRA, and the applicable Owner Consultant on the plans governing the Work; shall review for purposes of constructability, value engineering and refinement, the progress sets of plans and specifications prepared for the Project and designated Project engineers, designers, and/or consultants as the Owner may have identified for any such phase of the Project to be included within a proposed Work Order (such persons or parties, including, without limitation, the Engineer and EKI, individually, an "**Owner Consultant**" and collectively, the "**Owner Consultants**"); and make recommendations for changes, where necessary, to conform to the Project objectives. Contractor shall provide recommendations on construction feasibility, construction means and methods, availability of materials and labor, time requirements for procurement, installation and construction. In conducting such reviews, Contractor shall give notice to Owner of any items of potential non-compliance with laws and/or errors or omissions of which it becomes aware or a reasonably competent contractor should have become aware, conflicts or inconsistencies, and any other items or aspects likely to cause disruption, delay, increases in costs or other unintended consequences related to performance of the Work, and shall recommend alternative systems, materials, and solutions to Owner and to any applicable Owner Consultant, and identify the impact of such recommendations on the design, the schedule, and the cost of the Work.

§ 2.2.4 The Contractor shall prepare and update a construction Project Site access, logistics and coordination plan, with input from Owner, detailing all access routes, staging areas, storage areas and parking for the Project Site at all times during the Work.

§ 2.2.5 Based on the preliminary design and other design criteria prepared by Owner and/or the Owner Consultants, the Contractor shall prepare preliminary estimates of the cost of the Work for the full scope of the Project as may then have been identified. As the Owner and the Owner Consultants progress with the preparation of the designs and specifications, the Contractor shall prepare and update, at appropriate intervals agreed to by the Owner, such control estimate. The Contractor shall inform the Owner when estimates of the cost of the Work exceed the latest approved Project budget and the control estimate and make recommendations for corrective action.

§ 2.2.6 The Contractor shall develop bidders' interest in the Project, taking into account independent Work Orders and the overall Project.

§ 2.2.7 The Contractor shall prepare, for the Owner's review, a procurement schedule for items that must be ordered well in advance of construction. The Contractor shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction, provided the Contractor has been authorized for same pursuant to a Work Order.

§ 2.2.8 Commencing with the execution of the first Work Order, Contractor shall track and maintain records regarding the daily progress of the Work. On a monthly basis, or otherwise as agreed to by the Owner, the Contractor shall submit written progress reports to the Owner, the CRA, and the Owner Consultant designated in the Work Order pursuant to Article 9, below, showing percentages of completion and other information required by the Owner under each open Work Order. The Contractor shall also keep, and make available to the Owner, the CRA, and designated Owner Consultant, a daily log containing a record for each day of weather, portions of the Work in

progress, number of staff and workers on site, identification of equipment on site, problems that might affect progress of the Work, accidents, injuries, and other information required by the Owner. Copies of all logs and other Contract Documents shall be maintained at the Project Site by the Contractor during the course of the Work, as well as on the Project's designated secure website to be maintained by the Contractor. Contractor shall preserve all such logs and Contract Documents in electronic format for a period of at least fifteen (15) years after final payment under a Work Order. Upon the completion of a Work Order, the originals and all hard copies of such logs and Contract Documents shall be made available to the Owner and CRA by Contractor by written notice and shall include a document index prepared by Contractor. If Owner or CRA does not take possession of the originals and/or hard copies within one hundred twenty (120) days of said written notice, Contractor may destroy said originals and hard copies.

§ 2.2.8.1 In addition to the reporting set forth above, the Contractor shall, for each open Work Order, provide the Owner and the CRA with written monthly progress reports to include without limitation: (i) a schedule of all submitted, pending, and resolved requests for information ("**RFI's**"); (ii) a schedule of all submitted Change Orders together with the status of such Change Orders (responses, approvals, rejections or modifications); (iii) a schedule indicating the status of all submissions to be presented to the Owner and if applicable, the Owner Consultants; and (iv) such other reporting as the Owner may reasonably require with respect to performance of the Work and/or the status of the Project.

Any modifications of the Work Order shall be evidenced by a change order substantially in the form attached hereto as **Exhibit C** which must be executed by Contractor and Owner and approved by CRA ("**Change Order**").

§ 2.2.9 The Contractor shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Contractor shall identify variances between actual and estimated costs and report the variances to the Owner and shall provide this information in its monthly reports to the Owner and the CRA. The Contractor's cost reporting shall include cash flow reports concerning construction costs and forecasts as requested by the Owner. Such reports and forecasts will include all pending and executed Change Orders and any proposed Change Orders.

§ 2.2.10 The Contractor shall, during the course of the Work, designate regularly scheduled meetings in each Work Order which will be held with the Owner, the designated Owner Consultant, the CRA (at its option), and Contractor to discuss jointly such matters as procedures, progress, problems and scheduling, and the Contractor shall provide written minutes of such meetings to Owner not later than two (2) business days following each meeting. In addition, Contractor shall attend meetings conducted by Owner or other Owner Consultants as requested by the Owner.

§ 2.2.11 The Contractor shall provide, develop, implement, coordinate, oversee, monitor, direct, and manage a quality control and inspection program for the Work to uncover defects and deficiencies in the Work. Contractor will inspect representative quantities of materials delivered to the Project Site to ascertain whether they conform to the Contract Documents and the laws and reject all non-conforming materials or workmanship of which Contractor becomes aware or should have become aware as a reasonably competent contractor.

§ 2.3 The Contractor shall promptly notify the Owner in writing of any information or response required by the Contractor for its timely performance in the development of a proposal for any intended Work Order or otherwise with respect to the performance of Work pursuant to a Work Order, and/or of any failure by the Owner, Owner Consultants or other contractor engaged separately by the Owner to timely provide such information and/or response to the Contractor that will impact the timely performance thereof.

ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in accordance with each individual Work Order.

§ 3.2 Where the Contract Sum is based on the cost of the Work pursuant to the terms of the Work Order, the cost of the Work is defined in **Exhibit A**, which shall be appended to each Work Order.

ARTICLE 4 PAYMENT

§ 4.1 Progress Payments

§ 4.1.1 Based upon an application for payment in the form required by Owner executed by Contractor (each an "**Application for Payment**" and collectively, "**Applications for Payment**") for individual Work Orders submitted to the Owner by the Contractor, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 4.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 4.1.3 The Contractor shall submit a "**pencil copy**" of its proposed monthly Application for Payment (for each Contract separately), together with all required supporting documentation on the 24th day of the month (or the closest previous business day to such date if on a weekend or holiday) for which the Application for Payment is to be presented. The Contractor, Owner, and, to the extent required by the Owner, the designated Owner Consultant, shall meet at the Project Site or at any other mutually agreed location, prior to the first business day of the subsequent calendar month to review and edit the "pencil copy" of its proposed monthly Application for Payment, including, without limitation, to discuss any withholdings and Subcontractors' invoices to be adjusted, rejected and/or otherwise approved for payment. The Owner and Contractor shall initial all adjustments as are approved to such "pencil copy". Based on the determinations of the "pencil copy" review meeting, the Contractor shall prepare and submit to the Owner on or before the 1st business day of said subsequent calendar month, the finalized Application for Payment, containing the adjustments approved at the meeting, requesting a progress payment as set forth in the Sections below. If the "pencil copy" or finalized Application for Payment is received after the time limits specified above, the parties respective review, submission, and payment of same shall be delayed by an equal number of days but shall otherwise be consistent with the time limits set forth above and in Section 4.1.3.1 based on the date of actual submission of the "pencil copy" of Application for Payment, as applicable. The Contractor acknowledges and agrees that the invoice date of any Application for Payment shall be the date of the properly submitted Application for Payment, with all required deliverables in connection therewith, following the "pencil copy" review as set forth herein and not the date of submission of the "pencil copy". Any Application for Payment submitted by the Contractor is subject to the independent review and written approval of the CRA in accordance with the Development Agreement.

§ 4.1.3.1 Subject to Section 4.1.3 above, provided that an Application for Payment, together with all required deliverables consistent with the approved "pencil copy" is received by the Owner and approved by the CRA, and except as to any charges for work performed or expenses incurred by Contractor which are disputed by Owner or CRA as provided in this Article 4, Owner shall use its best efforts to cause Contractor to be paid the undisputed portions of its finalized Application for Payment within thirty (30) days of Owner's receipt of the finalized Application for Payment. The Contractor and the Owner acknowledge and agree that for purposes of any applicable prompt payment laws, that (a) delivery of the "pencil copy" shall not constitute delivery of an Application for Payment, and (b) no Application of Payment shall be deemed to have been delivered unless and until the Contractor has provided all supporting documentation as set forth in this Article 4. Contractor acknowledges and agrees that payment schedules under this Master Agreement must be consistent with the payment schedules set forth in the Development Agreement and, in no event, shall the Owner be required to accept more than one (1) Application for Payment for each calendar month or twelve (12) Applications for Payment in any calendar year. In the event the submission of a completed Application for Payment is delayed beyond the time limits specified in Section 4.1.3, Contractor may submit such Application for Payment despite the delay subject to the prior written approval of Owner, which approval shall not be unreasonably withheld.

§ 4.1.3.2 With each Application for Payment, the Contractor shall submit certified payrolls (which shall be subject to Owner's right to audit in accordance with Section 4.2.3 hereof), petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the cost of the Work equal or exceed progress payments already received by the Contractor, less that portion of those payments attributable to the Contractor's Fee, plus certified payrolls for the period covered by the present Application for Payment.

§ 4.1.3.2.1 To be deemed complete, each Application for Payment shall be accompanied by the following, in a form and substance satisfactory to the Owner: (i) a current Contractor's conditional progress lien waiver and release in the

form attached hereto as **Exhibit E** ("**Contractor Conditional Lien Waiver**"); (ii) the Contractor's sworn statement detailing all Subcontractors and materialmen with whom the Contractor has entered into subcontracts, the amount of each such subcontract, the amount requested and to be paid to any Subcontractor with respect to such Application for Payment; (iii) duly executed unconditional progress lien waivers (actual dollar amount and not percentage waivers) from Contractor and all Subcontractors in the form attached hereto as **Exhibit F** ("**Unconditional Lien Waivers**") for the second previous payment period preceding the current payment period; and (iv) all such other information and materials required under the Contract Documents or reasonably requested by the Owner.

§ 4.1.3.2.2 Each Application for Payment shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and Subcontractor invoices and any mark-up to Subcontracts charged by Contractor (which is subject to Section 4.1.3.4). Subcontractor charges shall also be detailed by such categories. Owner and CRA shall independently review each Application for Payment submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of the Contract Documents. If Owner or CRA objects to all or any portion of the Application for Payment, Owner shall so notify Contractor in writing as soon as practicable, identifying the specific reason and basis for the objection and shall pay when due all portions of the Application for Payment that are not in dispute. Both parties shall use best efforts to resolve any dispute in an expeditious manner. If the parties are unable to resolve the dispute within fifteen (15) days of receipt of Owner's written objection, the dispute shall be subject to the Dispute Resolution procedures set forth in Article 5.

§ 4.1.3.3 All Applications for Payment shall be subject to, and payments on account thereof reduced to reflect, any amounts withheld by the Owner on account of: (i) the failure of Contractor to comply fully with any requirements or obligations of Contractor under a Contract, including the failure of the Contractor to make payments to Subcontractors or for material or labor; (ii) the failure of Contractor to comply with Section 4.1.8 regarding the filing of liens or claims against the property, the Project or the Owner; (iii) damage to another contractor or subcontractor by reason of acts or failure to act of Contractor or its Subcontractors; (iv) any portion of an Application for Payment which the Owner or the CRA has, in good faith, disputed; (v) any portion of such current or prior Applications for Payment which the Owner has withheld approval or nullified any prior approval; and (vi) such other amounts withheld to reimburse the Owner for charges incurred and payable by the Contractor pursuant to the Contract Documents. The Owner may also withhold or deduct from any moneys then due or thereafter to become due to the Contractor any costs and expenses incurred by Owner attributable to: (a) actions taken to prevent damage, injury or loss in case of emergency arising out of the actions or omissions of Contractor or its subcontractors; (b) any damage caused by the fault, negligence, act or omission of Contractor or its Subcontractors, agents, employees or representatives; and (c) any breach or defaults of Contractor's obligations under the Contract Documents. Notwithstanding the foregoing, the Contractor shall have no obligation to prevent the filing or discharge or satisfaction of any lien filed by a subcontractor or vendor by reason of the Owner's failure to make a payment to the Contractor pursuant to the Contract Documents and taking into account Owner's rights as provided therein.

§ 4.1.3.4 Each Application for Payment shall be based on the schedule of values submitted by the Contractor as part of the corresponding Work Order. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work, except that the Contractor's Fee and any Subcontractor's fee not on a lump sum arrangement with Contractor shall be shown as separate line items. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule of values, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment. When contracting with Subcontractors, it is the intent of the parties that Contractor shall work diligently to keep its Subcontractors' management fees and other "mark-ups" to a minimum. Contractor's Fee shall be set forth in the applicable Work Order at a limit not to exceed 5% ("**Contractor's Fee**") and Contractor shall not charge any other management fee or markup on work performed by a Subcontractor.

§ 4.1.3.5 All Applications for Payment (which shall be presented on the most recent version of AIA Form G702 and 703 or otherwise on such form acceptable to the Owner) shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of: (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of

the Work for which the Contractor has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Contract Sum allocated to that portion of the Work in the schedule of values.

§ 4.1.3.6 The Contractor shall, at its sole cost and expense, subscribe to the Textura software system owned by Textura Corporation ("**Textura System**") for purposes of submitting the pencil copy and any Application for Payment and supporting documents required thereunder. Any delays associated with use of the Textura System extend the payment submission and payment deadlines accordingly provided that such delay is not willful and is not due to Contractor's failure to comply with the requirements of the Textura System vendor. All costs of the Textura System shall be paid by Contractor. Owner and CRA shall have full access to the Textura System and all documents including, but not limited, to mechanic lien releases, proof of payment, etc. which shall be maintained in the Textura System in accordance with Section 4.3. The service contract for the Textura System shall provide that Owner and CRA are third party beneficiaries and shall also provide that, if applicable, Textura shall provide copies of all such documents in accordance with applicable laws for electronic contracts including, UETA and ESign.

§ 4.1.4 Subject to the terms of the Contract Documents, the amount of each progress payment shall be computed as follows:

- **.1** Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of Change Orders, amounts not in dispute shall be included as provided in Article 12 herein;
- **.2** Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation into the Work, or if approved in advance by the Owner, suitably stored off the Project Site at a location agreed to by the parties in writing;
- **.3** Add the Contractor's Fee. The Contractor's Fee shall be computed upon the cost of the Work at a rate not to exceed five percent (5%) of the cost of the Work. No retention shall be held on Contractor's Fee, Contractor's General Conditions Costs (as defined in the applicable Work Order), and Contractor's insurance required pursuant to the Indemnity and Insurance Addendum and Subcontractor Default Insurance.
- **.4** Add Retainage Release Requests (as defined in Section 4.1.5);
- **.5** Subtract Retainage (as defined in Section 4.1.5);
- **.6** Subtract the aggregate of previous payments made to Contractor;
- **.7** Subtract the shortfall, if any, indicated by the Contractor in the documentation required to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation ("**True-up**"); and
- **.8** Subtract amounts, if any, for which the Owner or CRA has withheld or amounts otherwise disputed or withheld by the Owner or the CRA pursuant to the terms of this Master Agreement or the Contract Documents.

§ 4.1.5 "**Retainage**" means the amount that is equal to five percent (5%) of the total amount of any Application for Payment except as provided in Section 4.1.4.3, and except for the amount requested under the Retainage Release Request. "**Retainage Release Request**" means the Contractor's written request for the release of Retainage, which shall set forth the specific line item cost from a Work Order that the Contractor deems to be substantially complete and approved in writing by Owner and CRA. Upon written approval by Owner of a Retainage Release Request, that portion of the Retainage shall be released to the Contractor upon receipt of Certificates of Final Completion approved by Owner (and if required by Owner, the Engineer), CRA and any applicable governmental agencies in accordance with Section 14.4.1 for the applicable Work line items set forth in a Work Order. Notwithstanding the foregoing, Retainage for subcontracted work may be released early by written agreement of Contractor and Owner and approved by CRA when the Project is best served by such release. Contractor shall require all subcontracts to include a retainage amount consistent with the requirements set forth herein.

§ 4.1.6 Except with the Owner's prior written approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the Project Site. Contractor hereby indemnifies Owner for any claims or liabilities arising out of Contractor making such advance payments without Owner's prior written approval.

§ 4.1.7 Any and all funds payable to the Contractor hereunder are hereby declared to constitute trust funds in the hands of the Contractor, to be applied first to the payment of claims of Subcontractors, laborers and materialmen arising out of the Work, to claims for utilities furnished and taxes imposed, and to the payment of premiums on surety bonds and other bonds filed and premiums on insurance (which are authorized pursuant to Article 16) accruing during the Work, before application to any other purpose. Whenever required by the Owner, it shall be the duty of the Contractor to file with the Owner a verified statement, in form satisfactory to the Owner, certifying the amounts then due and owing from the Contractor for labor and materials furnished under an open Work Order, setting forth herein the names of the persons whose charges or claims for labor, materials or supplies are unpaid, and the amount due each respectively. The Owner reserves the right to make payments to such parties jointly payable to the Contractor where in the Owner's reasonable determination such joint payments are necessary for protection of the Owner's interests based on a failure by the Contractor to remit payments for Work performed to subcontractors, laborers, suppliers, and/or materialmen as required. In the event that Owner shall make any joint payment to any Subcontractor on behalf of the Contractor, notwithstanding that the Owner shall have no obligation to do so, the Owner shall be deemed to be a subrogee of such Subcontractor with respect to such claims for payment, including without limitation claims arising under applicable trust laws.

§ 4.1.8 In the event any lien, stop payment notice as defined in California Civil Code 8520 ("**Stop Payment Notice**"), encumbrance or security interest is filed, claimed or otherwise asserted against the Owner's or the CRA's interests in the Project or Project Site or related property on account of the Work for which Owner has remitted amounts properly due pursuant to the Contract Documents, the Contractor shall within ten (10) days of receipt of written notice from Owner of the filing or recordation of same, bond over such lien or Stop Payment Notice. The Owner, upon the Contractor's failure to so bond over any such lien or Stop Payment Notice, may retain out of any payment due, or to become due under any Work Order or any other agreement between the Owner and the Contractor, an amount sufficient to indemnify the Owner and the CRA against such lien or Stop Payment Notice claim, or to fully satisfy such liability, claim, or demand to the fullest extent allowed by law. Upon Contractor's failure to so bond over any such lien or Stop Payment Notice, the Owner and the CRA shall also be entitled to charge against or deduct from any such payment all costs of legal defense or collection with respect thereto, including reasonable attorneys' fees. Should any claim or lien develop after all payments are made hereunder, and should Contractor fail to bond over such lien within ten (10) days of receipt of written notice from Owner regarding the filing or recordation of such lien, the Contractor shall refund to the Owner and the CRA within ten (10) days of demand thereof all monies that the Owner or the CRA may be compelled to pay in discharging such claims or liens and all costs, including reasonable attorneys' fees incurred in collecting said monies from the Contractor.

§4.1.9 In the event Contractor is not paid the undisputed portion of any Application for Payment within forty (40) days of submission of the Application for Payment, Contractor may stop work under the applicable Work Order for which the undisputed payment is delinquent without further notice to Owner.

§4.1.10 If initial evidence of Project Funding does not cover the entire contract amount then prior to commencement of each Work Order and upon the submission of each Payment Application request for each Work Order, Contractor shall have the right to request the Owner to provide adequate evidence confirming the Owner's ability to fund the improvements covered in the Work Order and payment Application Request for individual Work Orders by this Agreement.

§ 4.2 Final Payment

§ 4.2.1 Final payment for individual Work Orders, constituting the entire unpaid balance of the Work Order Contract Sum, shall be made by the Owner to the Contractor when all of the following is satisfied:

- **.1** the Contractor has fully performed the Work except for the Contractor's responsibility to correct Work as provided in Section 17.2, and to satisfy other requirements, if any, which extend beyond final payment;
- **.2** the Owner has completed Owner's Final Accounting (as defined in Section 4.2.3);
- **.3** receipt by Owner of: (i) assignments of, and original copies of, all guaranties and warranties of Subcontractors, vendors and manufacturers; (ii) final conditional lien waivers and releases from all parties providing or performing any portion of the Work; (iii) the consent of any surety, if applicable; (iv) satisfactory proof that all claims, including taxes, arising out of the Work to be performed hereunder and any liens resulting from same which have been filed or recorded, have been released or bonded around by Contractor; (v) a certificate evidencing that any insurance or performance bonding

as may be required by the Contract Documents will remain in full force and effect for such time periods required following Final Completion; (vi) all documentation and information necessary to obtain approvals, certifications of compliance, permits and clearances from all governmental authorities having jurisdiction over the Work and the Project; and (vii) sketches, shop drawings, and Contractor's in-field marked up drawing set as prepared by Contractor with respect to the Project; and (viii) any other reasonable documentation as may be required by the Owner or the CRA; and

.4 Completion of all Work, including without limitation, completion of all Punch List items (as defined in Section 14.4.1) and all start-up and testing of systems, permit sign-offs, and delivery and satisfaction of all requirements for Project close-out, all in accordance with the Contract Documents.

§ 4.2.2 Intentionally Omitted.

§ 4.2.3 For any Work Order, the Owner and the CRA shall have the right to have their respective auditors review and report in writing on the Contractor's final accounting of the cost of the Work (the "**Contractor's Final Accounting**") within forty five (45) days after delivery of the Contractor's Final Accounting to the Owner. Based upon such cost of the Work as the Owner's auditors report to be substantiated by the Contractor's Final Accounting, and provided the other conditions of Article 4 have been met, the Owner will, within seven (7) days after receipt of the written report of the Owner's auditors, notify the Contractor in writing of any discrepancies (the "**Owner's Final Accounting**").

§ 4.2.3.1 If the Owner's or the CRA's auditors report the cost of the Work as substantiated by the Contractor's Final Accounting to be less than claimed by the Contractor, the Contractor shall be entitled to dispute in writing such accounting within thirty (30) days after the Contractor's receipt of the Owner's Final Accounting. Failure to provide written dispute of such Owner's Final Accounting within this 30-day period shall result in the substantiated amount reported by the Owner's or CRA's auditors becoming binding on the Contractor. In the event of any such disputed final payment as provided herein, the Owner shall pay the Contractor the undisputed amount within sixty-seven (67) days after the delivery of Contractor's Final Accounting to the Owner, and the Contractor shall provide waivers and releases for all such amounts except as to any expressly reserved disputed amount.

§ 4.3 Accounting Records

The Contractor shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Master Agreement and each Work Order and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's representatives, as well as the CRA and the CRA's representatives shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, Contractor's Project-related records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Master Agreement and each Work Order. The Contractor shall preserve these records, in electronic format, for a period of at least fifteen (15) years after final payment, or for such longer period as may be required by law or agreed upon by the parties. Upon the completion of a Work Order, the originals and all hard copies of such logs and Contract Documents shall be made available to the Owner and CRA by Contractor by written notice and shall include a document index prepared by Contractor. If Owner or CRA does not take possession of the originals and/or hard copies within one hundred twenty (120) days of said written notice, Contractor may destroy said originals and hard copies.

§ 4.4 In taking action on a Contractor's Application for Payment, the Owner (and at Owner's request, the Engineer) and the CRA shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to represent that any such entity: (i) has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance therewith; (ii) has made exhaustive or continuous on-site inspections; or (iii) has made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of any Work Order. The foregoing shall not be deemed to release Contractor for oversight responsibility of its subcontractors under this Master Agreement. Such examinations, audits and verifications, if required by the Owner or the CRA, will be performed by the Owner's or the CRA's auditors (as applicable) acting in the sole interest of the Owner and the CRA, as applicable.

§ 4.5 The sums paid under a Work Order shall be deemed to be in full consideration for the performance by the Contractor of all its duties and obligations under such Contract and the Contractor shall have the full continuing responsibility to perform the Work, including to install the materials and supplies purchased in accordance with the provisions thereof, to protect the same, to maintain them in proper condition and to forthwith repair, replace and make good any damage thereto without cost to the Owner or until such time as Final Completion of the Work or during any warranty period as provided in this Master Agreement and such Work Order.

§ 4.6 Payments by Owner made pursuant to a Work Order shall not be conclusive evidence of Owner's confirmation of the performance of the Work either in whole or in part. Furthermore, any such payments shall not be construed to be evidence of Owner's waiver of the Contractor's obligation to perform the Work evidenced by such payment nor Owner's acceptance of non-conforming Work, defective Work or improper materials.

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 Dispute Resolution

Disputes arising under this Master Agreement shall be resolved as set forth herein. The provisions of this Article 5 shall expressly survive the expiration or earlier termination of this Master Agreement or Work Order.

§ 5.2 The parties agree that they share an interest in preventing misunderstandings that could become claims against one another under this Master Agreement or any other document, instrument, writing or agreement related hereto, or with respect to the Work or Project. 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 ten (10) calendar days of the initial request. Notwithstanding the foregoing, the failure of any party to meet and confer as provided herein shall not impair the exercise of remedies available at law or in equity for any default under this Master Agreement or any Work Order hereunder. This process does not apply if the Owner terminates for convenience pursuant to Section 19.1.4.

§ 5.3 Mediation

§ 5.3.1 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association or JAMS, at the option of the requesting party, in accordance with JAMS' Construction Industry Mediation Procedures in effect on the Effective Date of this Master Agreement. A request for mediation shall be made in writing, delivered to the other party pursuant to Section 18.10, and filed with the entity administering the mediation.

§ 5.3.2 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the County where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 5.4 Any disputes arising hereunder which are not resolved within sixty (60) days of commencement of mediation as set forth in Section 5.3 above, may be resolved by litigation. Any legal action or proceeding with respect to this Master Agreement or any other document, instrument, writing or agreement related hereto, or with respect to the Work or Project, shall be brought exclusively in a court of competent jurisdiction in Los Angeles County which shall be the sole venue and jurisdiction for the bringing of such action. Each party irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Master Agreement or the transactions contemplated hereby in such court, and irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

§ 5.5 If either party is required to initiate or defend or is made a party to any action or proceeding in any way connected with this Agreement or any other document, instrument, writing or agreement related hereto, or with respect to the Work or Project, 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 attorneys' fees, expert witness and consultant fees, interest, costs and expenses whether or not the matter proceeds to judgment.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Work

The term "**Work**" has the meaning set forth in Section 2.1 and includes the construction and services required by the Contract Documents for a specific Work Order, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Work Order and related Contract. The Work identified in a particular Work Order will be applicable to only specific part of the Project specified in the Work Order.

§ 6.1.1 The Contractor shall assign sufficient numbers of duly qualified personnel to the services to the extent necessary to ensure that its obligations under this Master Agreement and each Work Order are timely and properly carried out. Together with each proposal for a Work Order, the Contractor shall submit a proposed staffing plan, to identify key personnel to be assigned to the Project, their relative background, qualifications, and experience, assigned project and responsibilities. Contractor shall not employ any key project personnel to be assigned to the Project without Owner's prior written approval. The approval by Owner of any project personnel shall not relieve Contractor of any responsibility for such personnel. All such personnel shall, while employed by Contractor, devote their full time (except where otherwise designated) to the Work, unless Owner gives prior written consent for such personnel to undertake other responsibilities. Excluding key personnel who are no longer employed by Contractor, a key personnel will not be removed or replaced by Contractor without Owner's prior written consent. Owner may require Contractor to remove any personnel whose performance, in the judgment of the Owner, is not satisfactory, and, in such event, Contractor shall promptly remove any such personnel as may then be required. In the event that any key personnel are no longer employed by Contractor, Contractor shall notify Owner within three (3) days after learning of such event. Contractor shall use its best efforts to provide a permanent replacement of any key personnel within seven (7) days after such event. Contractor represents that all persons who are directly supervising the services are duly qualified, trained, and, to the extent so required, licensed in accordance with the laws of the State in which the Project is located and the County and municipality having jurisdiction over the Project. Each Work Order shall include a list of the key project personnel.

§ 6.1.2 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project Site at all times during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications (i.e., communications relating to changes, delays, timing for required reviews and approvals, cost of the Work) shall be confirmed in writing and retained as part of the Project records.

§ 6.1.3 Without limiting Section 6.1.1 above, the Contractor has identified Lee Watkins and Kelly McCarty to serve as the Contractor's Representative; provided, however, Kelly McCarty shall not have the authority to execute any Contract Documents (as defined below) on behalf of Contractor as such agreements/documents must be executed by Lee Watkins or such other corporate officer of Contractor.

§ 6.2 The Contract Documents

The Contract Documents consist of: (i) this Master Agreement which includes the Indemnity and Insurance Addendum; (ii) any approved Work Order and attachments, appendixes, and exhibits identified therein and attached thereto; (iii) the Development Agreement and governing documents, agreements and permits as identified and agreed upon in a supplemental document following the execution of this Master Agreement; (iv) the executed Acknowledgment and Consent of Contractor; (v) any supplementary conditions applicable to a Work Order agreed to in writing by Contractor and Owner; (vi) all Drawings, Specifications, and Addenda issued in connection with a Work Order; (vii) any other documents specifically listed as a Contract Document in a Work Order; and (viii) Change Orders, if any, approved after the execution of a Work Order (collectively "**Contract Documents**"). The Contract Documents represent the entire and integrated agreement between the parties hereto for construction of the Work and supersedes prior negotiations, representations or agreements, either written or oral.

§ 6.3 Modification of Contract Documents

The Contract Documents may be amended or modified only by a Modification. A "**Modification**" is (1) a written amendment to the Work Order approved and executed by both parties and the CRA; (2) a Change Directive; (3) a Change Order; or (4) a written order for a Minor Change in the Work (as defined in Section 12.3) issued by the Engineer. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by

one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to complete the Work. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor, with the understanding that the CRA is the only intended third party beneficiary to the Contract Documents.

§ 6.4 Instruments of Service
Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the applicable Owner Consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, digital models, and other similar materials.

§ 6.5 Ownership and Use of Drawings, Specifications and Other Instruments of Service
§ 6.5.1 All rights to Instruments of Service prepared by the Owner or the applicable Owner Consultants are hereby expressly reserved by the Owner and the applicable Owner Consultants. The Contractor and its Subcontractors, sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Owner's or the Owner Consultants' reserved rights.

§ 6.5.2 The Contractor and its Subcontractors, sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for the purpose of performing the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor and its Subcontractors, sub-subcontractors, and material or equipment suppliers shall not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Contract Documents without the specific written consent of the Owner or the applicable Owner Consultants.

§ 6.6 Transmission of Data in Digital Form
The Contractor acknowledges that documents related to the Project may be transmitted electronically but that in all cases original hard copies shall control in the event of conflicts.

ARTICLE 7 OWNER
§ 7.1 Owner's Right to Not Issue Work Orders. The Owner is not required to issue any Work Orders under this Master Agreement.

§ 7.2 Information and Services Required of the Owner
§ 7.2.1 The Owner shall furnish all necessary surveys and, if necessary, a legal description of that portion of the Project Site referenced in a Work Order.

§ 7.2.2 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner provided that the Contractor shall not be excused from, and shall exercise, proper precautions relating to the safe performance of the Work, and diligence and care to undertake all Work consistent with the customs, standards, and best practices as exercised in the construction industry for projects of comparable size, scope and complexity.

§ 7.2.3 Except for permits or fees that are the express responsibility of the Contractor under the Contract Documents or Work Order, including those required under Section 8.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments and charges required for the Work.

§ 7.3 Owner's Right to Stop the Work
If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

§ 7.4 Owner's Right to Carry Out the Work
If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten (10) day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner, without prejudice to any other remedy the Owner may have, may correct such deficiencies and, subject to Section 4.1.3.3, may deduct the reasonable cost thereof, including Owner's expenses and compensation for any other Project contractor's services made necessary thereby, from the payment then or thereafter due the Contractor.

§ 7.5 Owner's Rights and Remedies
Except as expressly set forth to the contrary in the Contract Documents, the rights stated in this Master Agreement are cumulative and not in limitation of any rights of the Owner (i) granted in the Contract Documents, (ii) at law, or (iii) in equity.

§ 7.6 Owner's Right to Reject Non-Conforming Work
Owner may reject Work that does not conform to the Contract Documents and may require inspection or testing of the Work. Correction of such rejected Work shall be consistent with Article 17.

ARTICLE 8 CONTRACTOR
§ 8.1 Review of Contract Documents and Field Conditions by Contractor
§ 8.1.1 Execution of a Work Order by the Contractor is a representation that the Contractor has visited the relevant portion of the Project Site, has become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report, in writing, to the Owner and Engineer any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Engineer and/or Owner may require.

§ 8.1.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report, in writing, to the Owner and the applicable Owner Consultant any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Owner or the applicable Owner Consultant may require.

§ 8.1.4 The Contractor accepts the relationship of trust and confidence established by this Master Agreement, and represents and covenants to the Owner that it shall cooperate with the Owner Consultants , and that it shall exercise its best skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's and the CRA's interests and in a manner consistent with the Contract Documents.

§ 8.2 Supervision and Construction Procedures
§ 8.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under a Work Order, unless the Contract Documents give other specific instructions concerning these matters.

§ 8.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing all or a portion of the Work.

§ 8.2.3 The Contractor shall comply with applicable State, federal and local laws, statutes, ordinances, codes, rules and regulations, all Environmental Regulatory Documents, and lawful orders of public authorities applicable to the Work, including all equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities having jurisdiction over the Work or the Project.

§ 8.3 Labor and Materials

§ 8.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 8.3.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.3.3 The Contractor may make a substitution only with the consent of the Owner, after evaluation by the designated Owner Consultant and in accordance with a Modification.

§ 8.3.4 The Contractor shall be responsible for managing or resolving all labor disputes and/or work stoppages so as to minimize or eliminate the impact of any such labor dispute and/or work stoppage to the Project, provided that such labor disputes and/or work stoppages may be avoided or minimized through intervention by the Contractor.

§ 8.4 Warranty

§ 8.4.1 The Contractor warrants to the Owner and the applicable Owner Consultants that materials and equipment furnished under a Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage, and settlement caused by landfill subsidence.

§ 8.4.2 The Contractor agrees to assign to the Owner at the time of termination or expiration of this Master Agreement, or at the time of Final Completion of the Work under each Work Order, any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties. In addition, the Contractor shall furnish all special warranties as may be required by the Contract Documents. All such warranties shall be in addition to Contractor's warranty obligations as required pursuant to this Master Agreement and each Work Order and shall not otherwise limit such obligations. Where extended manufacturer warranties are available, Contractor shall promptly advise Owner of the right to purchase any such extended warranties.

§ 8.5 Taxes

The Contractor shall include in the Contract Sum for each Work Order all sales, consumer, use and other similar taxes that are legally enacted when bids or proposals are received or negotiations concluded for any individual Work Order, whether or not yet effective or merely scheduled to go into effect.

§ 8.6 Permits, Fees, Notices, and Compliance with Laws

§ 8.6.1 Owner shall pay for the plan check fees, building permit, and other permits and governmental fees, licenses (excluding City business licenses for Contractor and Subcontractors) and inspections necessary for proper execution and completion of the Work. The Owner shall also pay for all utility company fees, connection fees and assessments including, but not limited to, sewer, water, natural gas and electric, including any security deposit related thereto. The Contractor shall comply with any programs or rules established from time to time to minimize utility usage, provided that Contractor shall be entitled to a Change Order if such programs or rules change after the signing of a Work Order and increase Contractor's costs or the time necessary to perform the work required by the Work Order.

§ 8.6.2 The Contractor shall comply with and give notices required by any applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to such applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall be liable for such failure and shall bear the costs attributable to the correction thereof including without limitation the costs associated with any fees and penalties and shall hold Owner harmless from same.

§ 8.7 Allowances

The Contractor shall include in the Contract Sum for each Work Order all allowances stated in the Contract Documents for that Work Order. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Allowance amounts shall not include the Contractor's costs for unloading and handling at the site, labor, installation, overhead, and profit.

§ 8.8 Contractor's Construction Schedules

§ 8.8.1 The Contractor shall prepare and submit for the Owner's (and, if directed by Owner, the designated Owner Consultant's and/or CRA's) review and written approval a construction schedule for the Work described in that Work Order ("**Work Order Schedule**"). The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 8.8.2 The Contractor shall perform the Work in general accordance with the Work Order Schedule to be and as appended to and defined in each Work Order. In addition to providing Owner with a written copy of the current Work Order Schedule, Contractor shall provide a copy thereof in an electronic format that permits Owner to incorporate the Work Order Schedule into Owner's electronic master schedule for the Project.

§ 8.9 Submittals

§ 8.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Engineer shop drawings, product data, samples and similar submittals required by the Contract Documents in coordination with the Contractor's Work Order Schedule and in such sequence as to allow the Engineer reasonable time for review. By submitting shop drawings, product data, samples and similar submittals, the Contractor represents to the Owner and Engineer that the Contractor has: (1) reviewed and approved them; (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with all approved submittals.

§ 8.9.2 Shop drawings, product data, samples and similar submittals by the Contractor are not Contract Documents.

§ 8.10 Use of Site

The Contractor shall confine its operations at the Project Site to areas permitted by Owner, applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities and by the Contract Documents and shall not unreasonably encumber the Project Site with materials or equipment. Only materials and equipment that are to be used directly in the Work shall be brought to and stored on the Project Site by the Contractor. Materials and equipment may only be stored in those areas of the Project Site as the Owner has designated in each Work Order. After equipment is no longer required for the Work, it shall be promptly removed from the Project Site. Protection of construction materials and equipment stored at the Project Site from weather, theft and/or vandalism (during working hours), damage and all other adversity is solely the responsibility of the Contractor.

§ 8.11 Cutting and Patching

The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

§ 8.12 Cleaning Up

The Contractor shall keep the area of its Work and surrounding area free from accumulation of waste materials or rubbish caused by operations under a Work Order. At completion of the Work, the Contractor shall remove waste

materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus material from and about the Project. If the Contractor fails, within 48 hours of receipt of written notice from Owner, to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement for such expenses from the Contractor or to a reduction from progress payments due to the Contractor under any open Work Order.

§ 8.13 Royalties, Patents and Copyrights

The Contractor shall include in the Contract Sum for each Work Order all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and CRA harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Engineer. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Engineer and Owner.

§ 8.14 Access to Work

The Contractor shall provide the Owner, the CRA and the Engineer access to the Work in preparation and progress wherever located.

§ 8.15 Indemnification

§ 8.15.1 The Indemnity and Insurance Addendum attached to this Master Agreement is hereby incorporated herein by reference and made a part of this Master Agreement. Without limiting Contractor's obligation to bond over any lien asserted against the Project, subject to Owner's payment to Contractor of all such amounts properly due, Contractor shall indemnify and hold Owner harmless from all claims of lien threatened, asserted, noticed or filed by any Subcontractor, materialman, supplier, laborer or any other person or party providing any part of the Work, and all damages, charges, costs and expenses, including reasonable attorney fees resulting therefrom or related thereto.

ARTICLE 9 DESIGNATED OWNER CONSULTANT

§ 9.1 The Owner has the right to retain Owner Consultants to perform the services enumerated in this Article 9 and as described elsewhere in this Master Agreement. If an Owner Consultant is not designated in a Work Order, Owner shall be responsible for those obligations required by this Agreement to be performed by an Owner Consultant.

§ 9.2 The Owner Consultant designated on each Work Order will provide administration of the Contract and will be an Owner's representative during construction to the extent requested by Owner. The designated Owner Consultant will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of this Master Agreement or Work Order.

§ 9.3 The designated Owner Consultant will visit the Project Site at intervals appropriate to the stage of the construction, or upon Owner's request, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The designated Owner Consultant will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 9.4 On the basis of the site visits, the designated Owner Consultant will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the Work Order Schedule, and (2) defects and deficiencies observed in the Work. The designated Owner Consultant will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The designated Owner Consultant will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 9.5 Intentionally Omitted.

§ 9.6 Intentionally Omitted.

§ 9.7 The designated Owner Consultant will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents and make recommendations to the Owner.

§ 9.8 Subject to Article 20 regarding Claims and Disputes, the designated Owner Consultant will interpret and decide matters concerning design compliance under the Contract Documents, on written request of either the Owner or Contractor.

§ 9.9 Intentionally Omitted.

§ 9.10 Duties, responsibilities and limitations of authority of the designated Owner Consultant as set forth in the Contract Documents may be restricted, modified or extended without written consent of the Contractor. Notwithstanding anything to the contrary in this Article 9 or otherwise in the Contract Documents, including without limitation, any Work Order, the Owner reserves the right to delegate responsibility for construction phase administration to other representatives designated by Owner to be performed in coordination with and/or independent of the designated Owner Consultant provided that Owner may not delegate any such responsibilities which are required to be performed by a licensed architect or engineer to any person or party without such relative licensure.

ARTICLE 10 SUBCONTRACTORS

§ 10.1 A Subcontractor is a person or entity that has a direct contract with the Contractor to perform a portion of the Work ("**Subcontractor**").

§ 10.2 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after the execution of this Master Agreement, shall furnish in writing to the Owner the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. All bidding shall be conducted in an "open-book" manner with Contractor procuring not less than three (3) qualified bids for all trades, except where otherwise approved by the Owner. The Owner shall have the right to participate in approval of qualified bidders, all bid reviews, proposed subcontractor meetings and negotiations, bid leveling exercises and other efforts through a final award to Subcontractors. The Contractor shall analyze the bids and select the Subcontractors subject to the Owner's objection. The Contractor shall not make an award to any proposed Subcontractor, material supplier, or vendor unless the Owner has approved such award in writing. The Contractor shall not substitute a Subcontractor, person or entity previously selected and approved without prior written notice to and approval of the Owner with respect to such substitution.

§ 10.3 Contracts between the Contractor and its Subcontractors (each a "**Subcontract**" shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and applicable Owner Consultant, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the Subcontract, copies of the Contract Documents to which the Subcontractor will be bound. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed sub-subcontractors. Each Subcontract for a portion of the Work shall be assignable to the Owner in the event of any termination of this Master Agreement or any such Contract by the Owner, provided that such assignment shall be only for those Subcontracts that the Owner accepts by notifying the Subcontractor and Contractor in writing; and assignment is subject to the prior rights of the surety, if any, obligated under bond relating to such Contract. When the Owner accepts the assignment of a Subcontract, the Owner assumes the Contractor's rights and obligations under the Subcontract. The Contractor shall require each Subcontract, purchase order or other agreement for Work to contain provisions that expressly (i) require Work be performed in accordance with the requirements of the Contract Documents; (ii) require the Subcontractor to indemnify the Owner as and to the same extent as set forth in Article 8; (iii) require the Subcontractor to carry and maintain insurance coverage in the

amounts specified under Section 9 of the Indemnity and Insurance Addendum; (iv) require the Subcontractor to submit certificates and waivers of liens for Work completed by it and by sub-subcontractors as a condition to the disbursement of the progress payment next due and owing; (v) expressly provide for assignment to the Owner, at Owner's election, as the case may be, in the event of a termination of this Master Agreement or the relative Work Order; (vi) require that Subcontractor continue to perform under its Subcontract in the event the Master Agreement or relative Work Order is terminated and the Owner elects to take an assignment of its Subcontract; (vii) provide that all warranties for the Work shall include and be directed for the benefit of the Owner, as well as, the Contractor; and (viii) expressly acknowledge that the Work is performed for the Owner and for the CRA as an intended third party beneficiary and that the Owner and/or CRA shall have the right to assert claims directly against the Subcontractor for breach of contract and/or any breach of warranty, and other claims arising out of or related to the Work or the Project. Copies of all Subcontracts, purchase orders and other agreements for the Work, as well as the names and contact information for all persons or parties providing such Work shall be provided to the Owner and the CRA upon request. Subcontractor shall also specifically agree to use the Textura System.

§ 10.4 The Contractor shall not bid, award or let Work under any Work Order to a related party (as defined below) without prior written notice to the Owner of such relationship and the Owner's express written approval of such related party. For purposes of this Section, the term "**related party**" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Contractor; any entity in which any stockholder in, or management employee of, the Contractor owns any interest in excess of ten percent (10%) in the aggregate; any person or entity which has the right to control the business or affairs of the Contractor; or any member of the immediate family of any person identified above.

§ 10.5 Local Hiring

Contractor agrees to exercise good faith efforts in achieving a local hiring goal of at least fifteen percent (15%) of the Work, including without limitation, causing all solicitations for proposals, bids, full or part-time, new or replacement, employment relating to the Work to be listed in the South Bay Workforce Investment Board's Carson One Stop Center and other job listing clearinghouses or newspaper or other publications selected by Owner and designated in writing to Contractor. Contractor shall document compliance with this requirement and maintain such documentation for inspection by the Owner upon request. Owner acknowledges that due to the complexity and specialized nature of the Work, local Subcontractors or potential job applicants qualified to perform the Work may not be sufficiently available.

ARTICLE 11 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 11.1 The Owner and the CRA, in accordance with the Development Agreement, each reserve the right to perform construction or operations related to the Project with its own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the Project Site. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make a claim as provided in Article 20.

§ 11.2 The Contractor shall afford the Owner and the Owner's separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall coordinate the Contractor's activities with theirs.

§ 11.3 The Owner shall be entitled to reimbursement by the Contractor for costs incurred by the Owner which are payable to a separate contractor because of delays, improperly timed activities or defective construction of the Contractor. The Contractor shall be entitled to reimbursement by the Owner and the separate contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work or defective construction of the separate contractor.

ARTICLE 12 CHANGES IN THE WORK

§ 12.1 By appropriate Modification, changes in the Work may be accomplished after execution of a Work Order; provided, however, that if the change involves a net increase in the cost of the Work, Contractor shall not be obligated to sign such Work Order before documentation is submitted to Contractor demonstrating sufficiency of funding for any such Modification. The Owner, without invalidating this Master Agreement or a Work Order, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be

authorized only by written Change Order signed by the Owner and the Contractor and approved by the CRA, or by written Change Order or written directive ("**Change Directive**") signed by the Owner.

§ 12.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties, which shall compensate Contractor for the actual additional cost of labor, material, equipment, and Contractor's Fee, unless the parties agree on another method for determining the cost or credit. Adjustments of the Contract Time shall be determined in accordance with Section 13.5 or any other provision of this Master Agreement. Pending final determination of the total cost of a Change Order, the Contractor may request payment for Work completed pursuant to the Change Order. The Owner may make an interim determination of the amount of payment due for purposes of reviewing the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Change Order, the adjustments shall be memorialized by a written Change Order.

§ 12.2.1 On each request for a Change Order submitted by Contractor to Owner, or when aggregate changes begin to indicate delay, the Contractor will note the anticipated delay and related costs due to changes and present to Owner in writing for approval.

§12.2.2 A Change Order shall include a Contractor's Fee (independent of Subcontractor's mark-up) of not more than five percent (5%). Decreases in the scope of Work shall adjust the Contractor's Fee downwards accordingly. In addition, should the revised scope of Work require additional personnel, Contractor will be entitled to reimbursement for such personnel necessary to process and expedite the revisions.

§ 12.3 Subject to Owner's written approval, the Engineer may order a Minor Change in the Work. A "**Minor Change in the Work**" is defined as one not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

§ 12.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions that Contractor has previously found to exist at the site, the Contract Sum and Contract Time shall be equitably adjusted upon mutual agreement between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Engineer promptly and before conditions are disturbed.

§ 12.5 Contractor shall not perform any changed work unless such changed work is authorized by Owner or an authorized representative of Owner, in writing in a Change Order or in a Minor Change in the Work. No course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim of betterment that the Owner or the CRA, or any other person or party with interests in the property has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any claim to an increase in any amounts due under the Master Agreement or any Work Order or a change in any time period provided for in the Contract Documents. The Contractor hereby expressly waives any such claims and defenses based on such claims. Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including but not limited to, all direct and indirect costs associated with such change, any impact such change may have on the unchanged Work, and any and all adjustments to the Contract Sum and Contract Time. The foregoing sentence shall not preclude Contractor from reserving claims in a Change Order if the full impact of a change or changes cannot be ascertained at the time the Change Order is issued. In the event a Change Order increases the Contract Sum, the Contractor shall include the Work covered by such Change Order in the related Application for Payment as if such Work were originally part of the Contract Documents.

ARTICLE 13 TIME

§ 13.1 Time periods stated in the Contract Documents are of the essence. By executing the Work Order, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 13.2 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 13.3 The term "**day**" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 13.4 The date of Substantial Completion is the date certified by the designated Owner Consultant in accordance with Section 14.4.3. [**JR TO CONFIRM IF CITY W DEPT NEEDS TO SIGN OFF ON THIS**]

§ 13.5 In the event of any delay to the critical path of a Work Order Schedule caused by: (1) an affirmative act, omission or negligence of the Owner, the Engineer, the CRA or of an employee or authorized representative of any of them, or of a separate contractor engaged by the Owner, including but not limited to EKI; (2) breach by Owner of an obligation under the Contract Documents; (3) changes ordered in the Work; or (4) unforeseen site conditions (any of the foregoing (1) through (4) being an "**Owner Responsible Delay**"), or in the event of any delay to the critical path of the Project Schedule due to events beyond any party's reasonable control that occurred without any party's fault or negligence, including without limitation, earthquake, flood, fire, storm, natural disaster, act of God, war, sabotage, terrorism, armed conflict, riots, vandalism, labor disputes or strikes, unusually adverse weather, or acts of government (any such delay shall be deemed a **"Force Majeure Delay"**), then subject to the provisions of Sections 13.5.1 and 13.5.5 the Contractor shall be entitled to both of the following: (A) a change order to extend the Contract Time to take into account the actual impact to the critical path of the Project Schedule, and (B) if applicable, a Change Order to adjust the Contract Sum to compensate Contractor for its reasonable, actual, demonstrated costs resulting from any such delay, including costs involved with labor and material escalations, if applicable, as well as costs such as, but not limited to, supervision, job office and supplies, etc. With respect to an Owner Responsible Delay, Contractor shall be entitled to add a Contractor's Fee, at the rate set forth in the applicable Work Order, to the costs identified above; however no such Contractor's Fee shall be added in the event of a Force Majeure Delay.

§ 13.5.1 Except as provided in Section 13.5.2, Contractor shall not be entitled to an extension of the Contract Time in a Work Order Schedule or an adjustment in the Contract Sum due to any delay caused by any affirmative act, omission, negligence, violation of a State, Federal or local law, or failure of the Contractor or any of its Subcontractors of any tier to comply with the Contract Documents ("**Contractor Caused Delay**").

§ 13.5.2 In the event of any Concurrent Delay (as defined herein) to a Work Order Schedule, Contractor shall be entitled to an extension of the Contract Time, but shall not be entitled to an adjustment of the Contract Sum. A "**Concurrent Delay**" is defined as a day on which the critical path of a Work Order Schedule is delayed and which delay is caused by both a Contractor Caused Delay and an Owner Responsible Delay.

§ 13.5.3 Any extension of the Contract Time shall not include any days of delay that could be limited or avoided by the Contractor, and shall not include any days of delay that could have been avoided or mitigated by reasonable work-around or precautionary measures. Any adjustment in the Contract Time for an Owner Responsible Delay or a Force Majeure Delay shall in all cases be no greater than the actual change in the critical path of the Work Order Schedule. Float is defined as the number of days by which a Work activity identified in the Work Order Schedule could be delayed from its "**early start date**" until the date upon which the Work activity would become a critical path activity. Any float, slack time, or contingency within the Work Order Schedule is a resource available to and shared by both parties as needed to meet the governing Contract Time. Use of such jointly owned float shall be on a first come, first served basis and may be applied to delays caused (without limitation) by third parties.

§ 13.5.4 No Claim for adjustment of the Contract Sum or additional compensation for extra, affected, impacted or inefficient work or lack of productivity will be allowed where Contractor does not keep and maintain contemporaneous, complete and accurate time records for labor and equipment and contemporaneous, complete and accurate records for materials and where such records do not contemporaneously segregate and allocate by time, location and work the time and cost for each element of such Work, labor or equipment. Contractor's failure to keep and maintain such records constitutes a waiver of any Claim or request by Contractor for adjustment of the Contract Sum for any alleged loss of efficiency, fatigue, labor stacking/rhythm, trade stacking, concurrent operations, dilution of supervision, ripple effect, cumulative impact or similar damages.

§ 13.5.5 In the event of an Owner Responsible Delay or a Force Majeure Delay, Contractor shall: (i) promptly provide written notice to Owner of the occurrence of said Delay describing the proximate cause and commencement date thereof and its impact, if any, on Contractor's ability to achieve Substantial Completion; (ii) use good faith

efforts to minimize the impact on Substantial Completion; and (iii) list those portions of the Work, if any, that Contractor is able to perform during the term of the Delay and the reasonable and necessary costs associated therewith. Should Owner desire to accelerate the Work in lieu of extending the Contract Time, in whole or in part, as a result of said delay, Owner and Contractor shall meet to discuss the anticipated cost and time savings expected from such acceleration, and act in good faith to agree upon a mutually acceptable adjustment to the Contract Sum and Contract Time.

ARTICLE 14 PAYMENTS AND COMPLETION

§ 14.1 Applications for Payment

§ 14.1.1 Applications for Payment will be submitted individually for each Work Order.

§ 14.1.2 Intentionally omitted.

§ 14.1.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's and the CRA's interests as related to the Project.

§ 14.2 Payment

§ 14.2.1 Intentionally Omitted.

§ 14.2.2 The issuance of a payment by Owner to Contractor will not be a representation that the Owner has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 14.2.3 The Owner and the CRA reserve the right to withhold from payment upon Owner's or CRA's determination of any of the reasons set forth below and as otherwise provided herein, provided that the Owner provides the Contractor with written notice of such withholding within five (5) days of determining such reasons. The Owner may withhold payment because of

- **.1** defective Work not remedied;
- **.2** third party claims filed unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to any Subcontractor or for labor, materials or equipment;
- **.4** evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** damage to the Owner, CRA, or a separate contractor;
- **.6** evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- **.7** failure to carry out the Work in accordance with the Contract Documents.

§ 14.3 Progress Payments

§ 14.3.1 The Contractor shall pay each Subcontractor, no later than seven (7) days after receipt of payment, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in a similar manner. The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid.

§ 14.3.2 Neither the Owner nor the CRA shall have an obligation to pay or see to the payment of money to a Subcontractor except as may otherwise be required by law.

§ 14.3.3 Any progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of any Work that is not in accordance with the Contract Documents.

§ 14.4 Substantial Completion

§ 14.4.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use, without limitation or interruption, and the Contractor has satisfied the following conditions ("**Substantial Completion**"): (a) delivery to Owner of all sign-offs, approvals and other submissions demonstrating to the Owner that the Work has passed all construction and code inspections by applicable agencies; (b) the Civil Improvements have been accepted by the City; (c) a utility company or district for permanent maintenance (or other such quasi-public entity) has completed a walkthrough inspection of the applicable improvements and has initiated the procedure for accepting such improvements for permanent maintenance (subject to any warranty obligations); (d) the only remaining Work consists of minor items, adjustments or corrections which have no material effect upon the utilization or function of the Project and are deemed "**Punch List**" items; and (e) the Engineer has issued its certificate of Substantial Completion, including certification in favor of CRA and the Owner stating that such improvements have been completed pursuant to the applicable plans and specifications in a form acceptable to Owner ("**Certificate of Substantial Completion**"). Notwithstanding the preceding sentence, subject to Owner's written approval, if the Contractor's Work is otherwise Substantially Complete and has met the requirements of this Section, but an approval or other requirement is not issued as a direct and proximate result of (i) the acts or omissions of the DTSC, (ii) the acts or omissions of EKI, its successor environmental contractor or any of their respective subcontractors in the employ of Owner or CRA, or (iii) any other reason beyond the control of Contractor or its Subcontractors of any tier, then Substantial Completion shall nonetheless be deemed to have been achieved. The terms "**Substantially Completed**" or "**Substantially Complete**" shall have the same meaning as Substantial Completion.

§ 14.4.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is Substantially Complete, the Contractor shall prepare and submit to the Engineer a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 14.4.3 Upon receipt of the Contractor's list, the designated Owner Consultant will make an inspection to determine whether the Work or designated portion thereof is Substantially Complete. When the designated Owner Consultant determines that the Work or designated portion thereof is Substantially Complete, the designated Owner Consultant will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion, establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 14.4.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 14.5 Final Completion and Final Payment

§ 14.5.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the designated Owner Consultant will promptly make such inspection and, when the Engineer finds the Work acceptable under the Contract Documents and the Work Order fully performed, the designated Owner Consultant will promptly issue a Certificate of Final Completion in a form acceptable to Owner ("**Certificate of Final Completion**") stating that to the best of the designated Owner Consultant's knowledge, information and belief, and on the basis of the designated Owner Consultant's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents. The Certificate of Final Completion will constitute a further representation that conditions stated in Section 14.5.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. For any portion of the Work to be accepted by the City, the County of Los Angeles, or a public or quasi-public utility, such portion shall be deemed complete when it has been accepted by the applicable public or quasi-public entity. Notwithstanding the previous

sentence, however, if the Contractor's Work is otherwise fully complete and has met the requirements of this Section 14.5, but an acceptance by the City, County or any public or quasi-public entity has not been received for any other reason beyond the control of Contractor or its Subcontractors of any tier, then Final Completion shall nonetheless be deemed to have been achieved.

§ 14.5.2 Final payment shall not become due until the Contractor has delivered to the Owner all close out deliverables for such Work, together with a complete release or release bonds with respect to all liens and Stop Payment Notices arising out of the Contract which have been recorded or filed prior to the date of the final Application for Payment. If any liens or Stop Payment Notices are recorded or filed after the date of the final Application for Payment, Contractor shall comply with Section 4.1.8 and Owner shall have all rights and remedies set forth in Section 4.1.8. If such lien remains unsatisfied after final payment has been made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

§ 14.5.3 The making of final payment shall constitute a waiver of claims by the Owner and CRA except those arising from (i) liens, claims, security interests or encumbrances arising out of the Work Order and unsettled; (ii) failure of the Work to comply with the requirements of the Contract Documents; or (iii) terms of special warranties required by the Contract Documents.

§ 14.5.4 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 15 PROTECTION OF PERSONS AND PROPERTY

§ 15.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of a Work Order. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- **.1** employees on the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- **.3** other property at the Project Site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 15.1.2 and 15.1.3, except for damage or loss attributable to acts or omissions of the Owner or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to and not a limitation on the Contractor's Indemnification obligations under Section 8.15.

§ 15.2 Hazardous Materials

§ 15.2.1 Contractor shall, in performing the Work, comply with applicable federal, state, and local laws, ordinances, regulations and orders, and Environmental Laws (collectively, "**Laws**") in effect during the time of performance of any Work. As used herein, "**Environmental Laws**" means any applicable federal, state or local laws, statutes, ordinances, rules, regulations, orders, now 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. For purposes of this Master Agreement, the term, "Environmental Laws" shall also expressly include the Environmental Regulatory Documents and all orders, directives and communications issued or received by the DTSC from time to time relating to the Project (if any).

§ 15.2.2 It is understood and agreed that Contractor is not, and has no responsibility as, a generator, operator, owner, treater, arranger, or storer of pre-existing substances, materials or wastes (hazardous or non-hazardous) (collectively, "**Waste(s)**") found or identified at work sites including drilling and cutting fluids and other samples. Ownership of all samples obtained by Contractor from the Project for Work shall be maintained by Owner. Contractor will store such samples in a professional manner for the period of time necessary to complete the Work. Upon completion of the Work, Contractor will return any unused samples or portions thereof to Owner or, at Owner's option, using a manifest signed by CRA as generator, dispose of the samples in a lawful manner and bill Owner for the costs related thereto.

Before any Wastes are removed from the Project, Owner will sign manifests naming Owner as the generator of the Waste (or, if Owner is not the generator, Owner will arrange for the generator to sign). Owner will select the treatment or disposal facility to which any Waste is taken. Contractor shall not directly or indirectly assume title to such Wastes and shall not be liable to third parties alleging that Contractor has or had title to such materials. Contractor will not have responsibility for or control of the Project or of operations or activities at the Project other than its own and those of its agents or Subcontractors. Contractor will not undertake, arrange for or control the handling, treatment, storage, removal, shipment, transportation or disposal of any Wastes or hazardous or contaminated materials at or removed from the Project, other than any laboratory samples it collects or tests. Owner shall pay all costs and expenses associated with the collection, storage, transport and disposal of samples and Wastes, unless otherwise set forth in the applicable Work Order.

If the Work includes the transportation and disposal of Waste, Contractor shall perform such transportation and disposal in accordance with the standards in the industry and only qualified and competent persons shall perform such work. Contractor warrants that all vehicles used to transport any materials or Wastes shall be permitted in compliance with all Environmental Laws and appropriate to such transport and that all drivers shall be properly licensed. Contractor warrants that it has the required certificates, permits, licenses and authorizations to conduct business and perform the Work. Notwithstanding anything to the contrary herein, Contractor shall not transport or dispose of hazardous Waste without the prior written consent of Owner.

All costs incurred by Contractor in complying with the requirements of this Section 15.2.2 are not included in the initial Contract Sum contained in the applicable Work Order, and shall be reimbursed to Contractor by Owner pursuant to a change order to said Work Order.

§ 15.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Work, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 15.4 The Contractor shall designate a responsible member of the Contractor's organization at the Project Site whose duty shall be the prevention of accidents. The Contractor shall employ duly trained, licensed and qualified site safety supervisors and coordinators.

ARTICLE 16 INSURANCE AND BONDS

§ 16.1 The Indemnity and Insurance Addendum ("**Indemnity and Insurance Addendum**") attached hereto is incorporated herein by reference and made a part of this Master Agreement. The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project Site is located such insurance as set forth in the Indemnity and Insurance Addendum.

§ 16.1.1 Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner and CRA of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 16.2 PROJECT SPECIFIC INSURANCE REQUIREMENTS

§ 16.2.1 The Contractor shall secure and maintain insurance in the coverages set forth in the Indemnity and Insurance Addendum and shall adhere to all provisions of the Indemnity and Insurance Addendum, for so long as Work shall be provided pursuant to this Master Agreement or such longer periods as may be stated therein, in amounts not less than the minimum limits set forth therein (such minimum limits to be increased as may be required to comply with statutes or regulations governing the Work). In addition to the foregoing, the Contractor shall provide Subcontractor Default Insurance with all trades to be enrolled except as approved by the Owner in writing and such coverage endorsed to include the interests of the Owner and by policy endorsement acceptable thereto. As copy of such policy shall be provided to the Owner upon request.

§ 16.2.2 The Contractor shall provide the Owner with endorsements to all required insurance policies, in form and substance satisfactory to the Owner, that include the Owner and Owner Consultants (and such other persons or entities as Owner has designated below or that the Owner may reasonably designate hereafter) as an "**additional insured**", provided however that no such endorsement shall be required for Workers Compensation coverage, Statutory Disability Coverage, Equipment Floater, or any Professional Liability Policy. Such endorsements shall be provided on forms CG2010 and CG2037 or their equivalents. The following parties shall be named as additional insured parties (together with any other person or parties as Owner may reasonably require and identify at any time during the course of the Work:

(i) RE | Solutions LLC
(ii) City of Carson
(iii) Faring Capital, LLC
(iv) Carson Goose Owner, LLC
(v) Carson Goose Holdco, Inc.
(vi) Carson Mylo Owner, LLC
(vii) Carson Reclamation Authority
(viii) CAM-Carson LLC
(ix) Simon Property Group, L.P.
(x) Community Facilities District No. 2012-1 of the City of Carson
(xi) Community Facilities District No. 2012-2 of the City of Carson
(xii) City of Carson Housing Authority
(xiii) All affiliates, subsidiaries, parent entities, managers, members, partners, directors, officers, employees, agents, representatives, successors or assigns of any of the aforementioned.

§ 16.2.3 All policies shall include, by endorsement, a requirement that the Owner, and each other additional insured, shall receive not less than thirty (30) days prior written notice of any non-renewal, cancellation or delinquent premium payment by the named insured.

§ 16.2.4 The Contractor shall cause any Subcontractor to maintain coverages consistent with the requirements herein provided that coverage limits shall be adjusted as are reasonably determined in the Contractor's professional judgment.

§ 16.2.5 ANY INSURANCE LIMITS REQUIRED HEREIN ARE MINIMUM LIMITS ONLY AND NOT INTENDED TO RESTRICT ANY LIABILITY OF THE OWNER, CONTRACTOR OR ANY CONTRACTOR'S SUBCONTRACTORS FOR WORK PERFORMED UNDER THIS MASTER AGREEMENT OR ANY WORK ORDER.

§ 16.3 PERFORMANCE BOND AND PAYMENT BOND

§ 16.3.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of any Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of such Contract.. The form of such bonds shall be subject to Owner's and the CRA's review and approval. The Contractor represents to the Owner that it has adequate bonding capacity to provide such bonds upon execution of this Master Agreement and, by its execution of any Work Order, which shall constitute Contractor's reaffirmation as of the date of execution thereof. Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under a Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 17 CORRECTION OF WORK

§ 17.1 The Contractor shall promptly correct Work properly rejected by the designated Owner Consultant or the Owner or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including without limitation additional testing and inspections, the cost of uncovering and replacement, and compensation for the designated Owner Consultant's services and expenses made necessary thereby, shall be at the Contractor's expense, unless compensable under the provisions of **Exhibit A**, Determination of the cost of the Work.

§ 17.2 In addition to the Contractor's obligations under Section 8.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 14.4.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly at its own cost and expense after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. In no event shall Contractor be required to bear the cost of gaining access in order to perform its warranty obligations hereunder.

§ 17.3 If the Contractor fails to correct nonconforming Work within a reasonable time after receipt of the written notice from Owner, the Owner may correct it and deduct the cost thereof from amounts due to the Contractor, in accordance with Section 7.4.

§ 17.4 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 17.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 17.

ARTICLE 18 MISCELLANEOUS PROVISIONS

§ 18.1 Assignment of Contract

Neither party to a Contract shall assign the Contract without written consent of the other and of the CRA. In connection with the Development Agreement, Owner and CRA entered into a Collateral Assignment of Project Documents dated as of June 20, 2019 (the "**Assignment**") pursuant to which Owner assigned to CRA all of its respective right, title and interest in and to and obligations under this Master Agreement and related documents in order to secure its obligations under the Development Agreement. Subject to the terms set forth in this Master Agreement, Contractor acknowledges and consents to the Assignment and agrees to execute and deliver the acknowledgement and consent attached hereto as **Exhibit D** and made a part hereof (the "**Consent**") to Owner. CRA shall be a third-party beneficiary of this Master Agreement and may (but is not obligated to) enforce the terms hereof subject to the terms and conditions of the Consent. Should CRA choose to exercise its rights as a third-party beneficiary, Owner's rights and obligations under this Agreement shall become the CRA's, subject to the limitations set forth in this Master Agreement.

§ 18.2 Governing Law

This Master Agreement and any Work Orders shall be governed by the laws of the State of California.

§ 18.3 Tests and Inspections

Tests, inspections and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority. Owner shall bear all costs of tests, inspections and approvals and make payment for same. The Contractor shall give the Engineer and Owner timely notice of when and where tests and inspections are to be made so that the Owner or the Engineer may be present for such procedures.

§ 18.4 Commencement of Statutory Limitation Period
The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to a Work Order in accordance with the requirements of the final dispute resolution method selected in this Master Agreement within the period specified by applicable law. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 18.4. Any claims against the CRA, the City of Carson, or their respective elected officials shall be filed in compliance with the notice requirements of the California Torts Claims Act (Government Code Sections 810-996.6.).

§ 18.5 Publicity and Signage
The Contractor shall not reference the Owner, this Master Agreement, the Project, and/or the CRA in any of the Contractor's promotional and professional materials, or otherwise in any interview, seminar, conference, press release or other publication, forum or medium, without the Owner's prior written approval which shall not be unreasonably withheld. The Contractor may erect normal and customary signage (as approved by Owner) at the Project Site at locations designated by the Owner. The Contractor shall provide for the same restrictions in all agreements with Subcontractors.

§ 18.6 Severability
If any provision of this Master Agreement or of any Work Order is invalid or unenforceable as against any person, party or under certain circumstances, the remainder of this Master Agreement, and/or such Contract, as the case may be, and the applicability of such provision to other persons, parties or circumstances shall not be affected thereby.

§ 18.7 No Waiver
No provision of the Contract Documents shall be deemed to have been waived by either party, either expressly, impliedly or by course of conduct, unless such waiver is in writing and signed by such party, which waiver shall apply only to the matter described in the writing and not to any subsequent rights of such party. Except as expressly set forth in this Master Agreement or a Work Order, no failure on the part of either party to exercise and no delay in exercising, any right or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by either party of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right.

§ 18.8 Survival of Indemnification, Representations And Warranties
All indemnities, representations, warranties and waivers made by the Contractor in favor of the Owner and the CRA shall survive completion of the Work, the making of the Final Payment and any cancellation or termination of the Master Agreement.

§ 18.9 Rights of CRA
The Contractor acknowledges and agrees that the Owner's interests in the Project are limited to the rights afforded under the Development Agreement and the Assignment and CRA is the record title holder of the Project Site. The Contractor shall assist and cooperate with all draw requirements for any financing of the Project by or through the CRA, including without limitation, cooperation in connection with Project Site inspections, certifications of pay applications, and furnishing such consents to assignments, estoppels, stand-still agreement, and/or other certifications as the CRA may require.

§ 18.10 Notice
Except as set forth below, all notices, demands, or other communications under this Master Agreement and all Work Orders 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: (a) electronic mail or regular mail; or (b) overnight express mail, charges prepaid. Notices so sent shall be deemed effective one (1) business day after mailing or the same day as sent for electronic delivery.

Notices of termination, intent to terminate, or default under this Agreement must be made by overnight express mail, charges prepaid, and Return Receipt Requested. Both the party providing such notice and the party receiving such notice, must have confirmation of both transmission and receipt.

If to **Owner**:

Stuart Miner, Principal
RE | Solutions, LLC
1525 Raleigh Street, Suite 240
Denver, CO 80204
Telephone: (303) 945-3017
Email: stuart@resolutionsdev.com

With a copy to:
Marc Stice, Esq.
Stice & Berrien, LLP
2335 Broadway, Suite 201
Oakland, CA 94612
(510) 735-0032
Email: mstice@sticeberrien.com

and

If to **Contractor**:

Lee Watkins
SL Carson Builders, LLC
17962 Cowan
Irvine, California 92614
Telephone: 949-863-9200
Email: lwatkins@snyderlangston.com

and in all cases of notice by either party with copies to:

John S. Raymond
Director of Community Development
City of Carson, California
701 E. Carson Street
Carson, CA 90745
Telephone: (310) 952-1773
Email: jraymond@carson.ca.us

Curtis B. Toll, Esq.
Greenberg Traurig, LLP
1717 Arch Street, Suite 400
Philadelphia, PA 19103
Telephone: (215) 988-7804
Email: Curtis.Toll@gtlaw.com

Sunny K. Soltani, Esq., Counsel for CRA
Aleshire & Wynder, LLP
1 Park Plaza, Suite 1000
Irvine, CA 92614
Telephone: (949) 223-1170
Email: ssoltani@awattorneys.com

§ 18.11 No Presumption Against Drafting Party

This Master Agreement and any and all Work Orders shall be construed without regard to any presumption or other rule requiring construction against the party causing this Master Agreement or such Work Order to be drafted. In the event of any action, suit, dispute or proceeding affecting the terms of this Master Agreement or such Work Order, no weight shall be given to any deletions or striking out of any of the terms of this Master Agreement or such Work Order, as the case may be, contained in any draft thereof and no such deletion or strike out shall be entered into evidence in any such action, suit, dispute or proceeding nor given any weight therein.

§ 18.12 Covenant Against Discrimination

The Contractor covenants that, by and for itself and its successors and 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 Master Agreement and Work Orders. The Contractor shall take affirmative action to insure that consultants and Subcontractors are employed and are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

§ 18.13 Unauthorized Aliens

The Contractor 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 the Contractor so employ, either directly or indirectly, such unauthorized aliens for the performance of Work, and should any liability or sanctions be imposed for which the Owner shall be liable to the City of Carson or the CRA for such use of unauthorized aliens, the Contractor shall indemnify and hold the Owner harmless for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the Owner.

§ 18.14 Compliance With Prevailing Wage Laws

The Contractor represents that it is familiar with and understands the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("**Prevailing Wage Laws**"), which require the payment of prevailing wage rates and the performance of other requirements on "**Public Works**" and "**Maintenance**" projects. It is the Contractor's sole responsibility to make sure all Work performed under this Master Agreement and Work Orders is in compliance with such Prevailing Wage Laws. The Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Work available to interested parties upon request, and shall post copies at the Project Site. The Contractor shall cooperate with Owner's labor compliance representative and will comply with, cause its subcontractors to comply with, all instructions, requirements, and directives contained in the Public Works / Labor Compliance Information and Documentation packet prepared by Owner's labor compliance representative and attached hereto as **Exhibit G**. The Contractor shall defend, indemnify and hold the Owner and the CRA harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

§ 18.15 Mutual Waiver of Consequential Damages

The Contractor and Owner each waive Claims against each other for consequential damages arising out of or relating to this Master Agreement and all Work Orders. This mutual waiver includes but is not limited to:

.1 damages incurred by the Owner and CRA for rental expenses, for losses of use, income, profit, financing, opportunity costs, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 19.

§ 18.16 Interest
Payments due and unpaid under the Contract shall bear interest at the reference rate of the lesser of: (i) the Wall Street Journal prime rate plus two (2) percent; or (ii) five (5) percent, calculated from forty five (45) days after the submittal of the Application for Payment by the Contractor to Owner, until the date that the payment is received.

§ 18.17 Material Escalation Risk in Specific Commodity
If required due to material escalation risk in a specific commodity, such as oil, copper, glass or lumber and evidenced during the Subcontractor bidding and award process; then a) early purchase, b) storage and payment or c) allowances will be established as determined at the time of establishing the final contract with the Subcontractor.

§ 18.18 Change Order Due to Specific Commodity Escalation
If a specific commodity escalates during the course of a specific Work Order by an amount in excess of 17% of the amount bid by the Subcontractor and the Subcontractor refuses to honor their original price, Contractor shall notify Owner and the parties shall work together in good faith to resolve the matter either through the mitigation of such extra costs, negotiations with the Subcontractor to reduce the cost (which may include the use of different materials or methods), and/or finding a replacement subcontractor. Contractor will be entitled to a Change Order for the extra costs, subject to the approval of the Owner, associated with settling the Subcontractor's claim or finding a replacement subcontractor. In the event the Subcontractor is replaced and Contractor is able to recover funds from the Subcontractor Default Insurance policy applicable to the Work Order, Contractor shall credit the net proceeds (*i.e.*, the amount recovered less the attorneys' fees and other costs of collection) against the GMP for the Work Order.

§ 18.19 Limitation of Liability
Notwithstanding any provision in this Master Agreement or any Work Order to the contrary, Contractor's maximum and total aggregate liability to Owner and CRA for any and all claims, demands and liabilities arising under this Master Agreement and the Work Orders and Change Orders thereto, shall not exceed an amount equal to fifty percent (50%) of the total Contractor's Fee payable under this Master Agreement and the Work Orders and Change Orders thereto. The limits contained herein shall not apply to (1) claims arising from the willful misconduct of Contractor or its agents, employees or Subcontractors; and (2) the rights of Owner and CRA to obtain recovery under any of the insurance programs provided by Owner or Contractor pursuant to this Master Agreement.

§ 18.20 Execution in Counterparts
This Master Agreement and any Work Order hereunder may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and all of which counterparts, taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of the signature page by facsimile or other generally accepted electronic means shall be effective as delivery of a manually executed counterpart of the document.

§ 18.21 Covenant of Good Faith and Fair Dealing
With regard to their respective obligations and commitments under this Master Agreement, the Owner and the Contractor agree that this Master Agreement is subject to the covenant of good faith and fair dealing as applicable under California law.

§ 18.22 Agreement Claims

Subject to the limitations set forth herein, Owner shall indemnify, defend and hold harmless Contractor against any claim or action (each, an "**Agreement Claim**") challenging the legality of this Master Agreement or the CRA Board's approval of this Master Agreement, or any Work Order issued pursuant to this Master Agreement , the Owner shall have the right to either (in its sole discretion) (i) terminate this Agreement for convenience pursuant to Section 19.1.4, below, effective immediately upon written notice to Contractor, or (ii) defend such Agreement Claim on behalf of Contractor with attorneys/legal counsel of its choosing, in which case, the Owner may make all reasonable decisions with respect to the management and direction and defense of such Agreement Claim, its representation in any such legal proceeding, and its inherent right to abandon or to settle any Agreement Claim it in its sole and absolute discretion.

ARTICLE 19 TERMINATION

§ 19.1 Termination of a Contract

This Master Agreement and all Work Orders hereunder may be terminated in accordance with this Article 19.

§ 19.1.1 Termination by the Contractor

The Contractor may terminate this Master Agreement or a Work Order if: (i) the Owner or Engineer fails to certify payment as provided in Article 14 through no fault of the Contractor; or (ii) the Owner fails to make payment as provided in Article 4. In order to terminate this Master Agreement or a Work Order for cause, the Contractor must provide the Owner and the CRA with written notice of its intent to terminate. The Owner and the CRA shall have thirty (30) days in which to cure (ten business (10) days for non-payment); provided that if such action to cure (other than non-payment) reasonably requires longer than thirty (30) days, upon the prior written consent of the Contractor (which consent shall not be unreasonably withheld), the Owner or the CRA shall be permitted additional time to cure, so long as the Owner or the CRA commences a cure within such time and diligently and continuously prosecutes the cure to completion within sixty (60) days of the date that the cure first commenced. This Master Agreement or a Work Order may be terminated upon the failure of the Owner or the CRA to: (i) cure; or (ii) diligently pursue the cure (other than for non-payment) within the cure period specified herein. In the event that this Master Agreement or a Work Order is terminated for cause, all of Contractor's obligations pursuant to or in connection therewith shall cease. In the event of a termination by Contractor for cause pursuant to this Section, Owner shall pay to Contractor: all amounts actually due and owing to Contractor through the date of termination, including all reasonable costs incurred to date, reasonable out-of-pocket costs for demobilization and decommissioning, and reasonable costs associated with non-cancellable commitments, in each case, offset by any damages directly caused by Contractor's breach of its obligations under the Master Agreement or the Work Order and amounts in dispute in connection with the Work performed, if any.

§19.1.1.1 The rights of Contractor under Section 19.1.1 shall not be interpreted to impair or restrict Contractor's right to stop work under a Work Order pursuant to Section 4.1.9 or any applicable statute.

§ 19.1.2 Termination by the Owner for Cause

§ 19.1.2.1 The Owner may terminate the Master Agreement and any or all Work Orders if the Contractor:

- **.1** refuses or fails to supply enough properly skilled workers or proper materials, subject to prior written notice by Owner of such events and failure to cure such condition within ten (10) days of such notice;
- **.2** fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- **.3** fails to comply with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority in the performance of the Work, including all Environmental Laws;
- **.4** fails to perform or otherwise breaches its obligations under the Contract Documents;
- **.5** fails to furnish the Owner upon request thereof with reasonable assurances satisfactory to the Owner evidencing the Contractor's ability to complete the Work in compliance with all requirements of the Contract Documents;
- **.6** fails, after commencement of the Work, to proceed continuously with construction and completion of the Work for any period exceeding ten (10) days, except to the extent of delay or suspension as permitted in the Contract Documents;
- **.7** Contractor declares bankruptcy or is involuntarily subjected to bankruptcy proceedings; or
- **.8** For any act or omission of Contractor or its Subcontractors that directly or proximately causes the occurrence and continuance of an Event of Default (as defined in the Development Agreement) by Owner under the Development Agreement.

§ 19.1.2.2 When any of the above reasons exists, the Owner may without prejudice to any other rights or remedies of the Owner and of the CRA and after giving the Contractor and the Contractor's surety, if any, seven (7) days' written notice, terminate the Master Agreement or any and all Work Order as the case may be, and may, subject to any prior rights of the surety:

- **.1** Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- **.2** Accept assignment of Subcontracts pursuant to the terms of this Master Agreement; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 19.1.2.3 When the Owner terminates this Master Agreement or any Work Order for one of the reasons stated in Section 19.1.2.1, all of Contractor's and Owner's obligations pursuant to or in connection therewith shall cease. Owner shall pay to Contractor all amounts actually due and owing for Work performed prior to the date of termination, offset by any damages directly caused by Contractor's breach of its obligations under the Master Agreement or Work Order and by any amounts in dispute in connection with the Work performed. The Contractor shall promptly turnover to the Owner copies of all Contract Documents and other Project materials, including without limitation all Project related documents, records, and materials, Project logs, meeting minutes, Project correspondence, progress lien waivers, submittals, requests for information, and change orders, both hard copy and in electronic form, included all external hard drives and other such storage devices, all of which is property of the Owner, without charge to the Owner or to the CRA.. The Contractor acknowledges that the turnover of such documents and Project materials is critical to the Owner and that refusal of the Contractor to immediately comply with the requirements of this Section will cause irreparable harm to the Owner.

§ 19.1.2.4 If the unpaid balance of the Contract Sum on account of Work performed by the Contractor prior to termination exceeds costs of finishing the Work under any such terminated Work Order or Work Orders, as the case may be, including without limitation compensation for the Engineer's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, then to extent of any unpaid portion of the Contract Sum on account of Work performed by the Contractor, such excess shall be paid to the Contractor, subject to reduction pursuant to Section 19.1.2.3. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

§ 19.1.3 Suspension By The Owner For Convenience

The Owner may, with or without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part, for any or all Work Orders, for such period of time as the Owner may determine. The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in the Work Order. No adjustment shall be made to the extent:

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of this Agreement or the applicable Work Order.

§ 19.1.4 Termination By The Owner For Convenience

Owner may terminate this Master Agreement and any or all Work Orders for convenience for any reason or no reason whatsoever at any time by delivering at least thirty (30) days advance written notice to Contractor. Upon receipt of any notice of termination for convenience, Contractor shall immediately cease all Work hereunder except such as may be specifically approved and directed by the Owner pursuant to the terms of this Master Agreement or Work Order. If such termination for convenience occurs, Owner shall pay to Contractor all amounts actually due and owing for Work performed through the date of termination including without limitation, reasonable out-of-pocket costs for demobilization, decommissioning and non-cancellable commitments, offset by any damages directly caused by Contractor's breach of its obligations under the Master Agreement or Work Order prior to the date of termination, if any, and by any amounts in dispute as of the date of termination in connection with the Work performed. No cure period shall apply with respect to a termination for convenience. Contractor expressly waives all claims for anticipated profits, lost opportunity costs, loss of reputation, or other claims for consequential damages as a result of any such termination.

§ 19.1.5 Contractor Transfer Period

Upon any notice of termination of the Master Agreement or of a Work Order, whether by the Owner or by the Contractor, Owner may, at its sole discretion, designate a replacement or substitute contractor to replace Contractor and to complete the Work. Provided Owner and CRA are making all undisputed payments to Contractor as required by this Master Agreement and any applicable Work Order, Contractor shall continue to diligently perform the Work and to comply with the terms of the Master Agreement and any open Work Order until the date that is ninety (90) days after termination or such earlier date prescribed by Owner by written notice to Contractor (the

"**Contractor Transfer Period**"). During or after the Contractor Transfer Period, Contractor shall, immediately upon the request of Owner execute any and all agreements, documents or materials requested by Owner to assign or transfer to the new contractor all of Contractor's right, title and interest in and to all materials, contracts, Subcontracts, processes, and other documents necessary to complete the Work (collectively, the "**Contractor Transfer**"). Contractor hereby grants to Owner its full and complete power-of-attorney, which shall be deemed to be coupled with an interest, for the purpose of completing and effectuating the Contractor Transfer. Upon the completion of the Contractor Transfer, this Master Agreement and any or all Work Orders shall be terminated and shall be null and void, except that, for those provisions that expressly survive termination.

ARTICLE 20 CLAIMS AND DISPUTES

§ 20.1 A "**Claim**" is a demand or assertion by the Contractor seeking, as a matter of right, adjustment or interpretation of the Master Agreement or any Work Order terms with regards to payment of money, extension of time, or other relief with respect to the terms of the Master Agreement or any Work Order. Claims must be initiated by written Notice of Claim. The responsibility to substantiate Claims shall rest with the Contractor.

§ 20.1.2 NOTICE OF CLAIMS

§ 20.1.2.1 In the event that Contractor believes it has a Claim against Owner for additional compensation, additional time or some other remedy arising out of or in connection with the Contract Documents, the Work or the actions or omissions of Owner (or the parties for whom Owner is responsible), Contractor shall give written notice ("**Notice of Claim**") to Owner of such claim within ten (10) days of the later of the event or circumstance giving rise to such Claim, or knowledge of any impact of the event or circumstance giving rise to such Claim. The Notice of Claim shall describe the nature and impact of the claim in detail. For purposes of this provision, giving notice to Owner shall be deemed to mean notice delivered pursuant to Section 18.10. The notice requirement set forth herein shall be strictly construed and the Contractor's failure to provide timely notice in accordance herewith shall result in a waiver of any such Claim.

§ 20.1.2.2 Contractor shall use its best efforts to include the following in a Notice of Claim or as soon as reasonably practicable after submission thereof: (1) the date and description of the event giving rise to the request for an adjustment or interpretation of Master Agreement or Work Order terms as the case may be, a payment of money, an extension of time or other relief with respect to the terms of the Contract Documents; (2) a statement of the nature of the impacts to the Contractor and its Subcontractors, if any; (3) a detailed written breakdown and calculation of the adjustment in the Contract Sum sought by the Contractor for itself and for others, if any, together with documenting substantiation for all adjustments; (4) a detailed written analysis and explanation of the amount of any adjustment to the Contract Time, then known and sought by the Contractor, together with a critical path method ("**CPM**") schedule analysis showing the claimed impact on Substantial Completion date; (5) a detailed written analysis and explanation, together with documenting substantiation for any other request relief with respect to the terms of the Contract Documents; and (6) a detailed statement of all provisions of the Contract Documents upon which the Notice of Claim is based. The Contractor shall update the facts, circumstances, and status of any pending Claims with each monthly report to Owner.

§ 20.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Work and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 20.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum under a Work Order, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property.

§ 20.1.5 CLAIMS FOR ADDITIONAL TIME

If the Contractor wishes to make a Claim for an increase in the Contract Time under a Work Order, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary. If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that

weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 20.2 If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

ARTICLE 21 SCOPE OF THIS MASTER AGREEMENT

§ 21.1 This Master Agreement represents the entire and integrated Master Agreement between the Owner and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Master Agreement may be amended only by written instrument signed by both Owner and Contractor and approved by CRA.

§ 21.2 This Master Agreement (with the Indemnity and Insurance Addendum attached hereto) is comprised of the following documents listed below:

- **.1 Exhibit A -** Determination of the Cost of the Work
- **.2 Exhibit B -** Form of Work Order
- **.3 Exhibit C -** Form of Change Order
- **.4 Exhibit D -** Acknowledgement and Consent of Contractor
- **.5 Exhibit E** - Contractor Conditional Lien Waiver
- **.6 Exhibit F -** Unconditional Lien Waiver
- **.7 Exhibit G -** Public Works / Labor Compliance Information and Documentation

[Signatures Appear on the Following Page]

IN WITNESS WHEREOF, this Master Agreement is entered into by the Owner and Contractor as of the Effective Date set forth above.

OWNER:

RE | SOLUTIONS, LLC

By:_____
Name: _____
Its: _____

CONTRACTOR:

SL CARSON BUILDERS, LLC
License Number 1035347

By:_____
Name:_____
Its: _____

APPROVED AS TO FORM AND AS A THIRD PARTY BENEFICIARY:

CARSON RECLAMATION AUTHORITY (CRA)

The Development Agreement requires that the Carson Reclamation Authority approve as to form any contracts executed by Owner with respect to the Project Site with any contractor or subcontractor, and, therefore, CRA is executing this Master Agreement for the sole purpose of fulfilling said approval requirement and for no other purpose. Additionally, the CRA, as a third party beneficiary of this Agreement, agrees that its rights and remedies herein against Contractor are no greater than those of Owner and, without limitation, agrees that it shall be bound by the waivers and limitations set forth in Sections 18.15 and 18.19 herein.

CARSON RECLAMATION AUTHORITY

By:_____
John Raymond, CRA Executive Director

Date: _____, 2025

ALESHIRE & WYNDER, LLP

By: _____
Sunny Soltani, Esq.
Legal Counsel for the CRA

JOINDER:

Snyder Langston Service Providers, LLC, for itself and its successors and assigns, hereby joins in this Master Agreement as of the Effective Date of this Master Agreement with the same force and effect as though it were the "Contractor" and agrees to perform or cause to be performed all obligations of Contractor set forth in this Master Agreement.

SNYDER LANGSTON SERVICE PROVIDERS, LLC

By: _____
Name: _____
Title: _____

INDEMNITY AND INSURANCE ADDENDUM

THIS ADDENDUM IS ATTACHED TO AND FORMS AN INTERGRAL PART OF THE AMENDED AND RESTATED MASTER AGREEMENT FOR CIVIL IMPROVEMENTS BETWEEN OWNER AND CONTRACTOR.

[Attached]

EXHIBIT A

DETERMINATION OF THE COST OF THE WORK

[SL TO PROVIDE]

EXHIBIT B

FORM OF WORK ORDER

[SL TO PROVIDE]

EXHIBIT C

FORM OF CHANGE ORDER

Owner Change Order

The District at South Bay
20400 S. Main Street
Carson, CA 90745

Project # Job #

Date:

To Contractor:
SL Carson Builders, LLC
17962 Cowan
Irvine, CA 92614

Architect's Project No:
Contract Date:
Contract Number:
Change Order Number:

The Contract is hereby revised by the following items:

COR	Description	Amount

Total Amount of this Owner Change Order:

The original Contract Value was	$
Sum of changes by prior Prime Contract Change Orders	$0
The Contract Value prior to this Prime Contract Change Order was	$
The Contract Value will **increased** be changed by this Prime Contract Change Order in the amount of	$
The new Contract Value including this Prime Contract Change Order will be	$
The Contract duration will be **unchanged** by	0 Cal Days
The revised Substantial Completion date as of this Prime Contract Change Order is	MM/dd/YYYY

SL Carson Builders, LLC	RE | Solutions, LLC	Carson Reclamation Authority (CRA)
Contractor 17962 Cowan Irvine, CA 92614 Address	Owner 1525 Raleigh Street, Suite 240 Denver, CO 80204 Address	701 E. Carson Street Carson, CA 90745 Address
John F. Rochford, President	Stuart Miner, Principal	John Raymond, CRA Executive Director
Date _____	Date _____	Date _____

EXHIBIT D

ACKNOWLEDGMENT AND CONSENT OF CONTRACTOR

_____ _____, 2025

Carson Reclamation Authority
City of Carson, California
701 E. Carson Street
Carson, CA 90745
Attention: John S. Raymond
Director of Community Development

Ladies and Gentlemen:

The undersigned ("Contractor") has executed an agreement (the "Contractor Contract") dated _____, 2025, by and between Contractor and RE | SOLUTIONS, LLC, a Colorado limited liability company (the "Company") pursuant to which Contractor has agreed to perform the services set forth in the Contractor Contract for the project located in the City of Carson, California, and known as the former Cal Compact Landfill (the "Project") and more fully described in the Contractor Contract.

Contractor understands that the Carson Reclamation Authority ("CRA") and the Company entered into an Amended and Rested Environmental Remediation and Development Management Agreement dated as of June 19, 2017 (as amended, modified, or supplemented from time to time, the "Development Agreement"); and that the Company has assigned to CRA all of its right, title and interest in and to the Contractor Contract pursuant to a certain Collateral Assignment of Project Documents, dated as of June 20, 2019 (the "Assignment"), in order to secure its obligations under the Development Agreement.

Intending to be legally bound hereby, Contractor hereby covenants, represents and warrants, and agrees as follows:

1. Contractor (a) consents to the Assignment, and (b) agrees that if CRA gives notice to Contractor that the Company is in default under the Development Agreement or that the Development Agreement has been terminated, Contractor shall, at CRA's request, and notwithstanding any default by the Company under the Contractor Contract, continue performance on CRA's behalf under the Contractor Contract in accordance with the terms thereof; provided, that CRA pay for all services provided to CRA from and after such request, in accordance with the payment terms of the Contractor Contract. Contractor understands that CRA has no obligation to exercise CRA's rights under the Assignment.

2. In the event that CRA requests Contractor continue performance on CRA's behalf as set forth in paragraph 1 above, Contractor shall attorn to CRA and recognize CRA as the counter-party under the Contractor Contract, and the Contractor Contract shall continue in full force and effect as a direct contract between CRA and Contractor for the full term thereof; provided, however, that CRA shall not be:

(i) liable for any act or omission of Company;

(ii) subject to any offsets or defenses which Contractor might have against Company; or

(iii) bound by any amendment or modification of the Contractor Contract not consented to in writing by CRA.

3. Contractor represents and warrants that the Contractor Contract is in full force and effect, and neither the Company nor Contractor is in default thereunder.

4. Contractor shall not, without CRA's prior written consent, agree to the amendment or modification of the Contractor Contract, except with respect to modifications or Change Orders which have been approved in accordance with the Development Agreement, and further agrees that it will not terminate the Contractor Contract or cease to perform its work thereunder for any reason, including but not limited to the Company's failure to make payments to the Contractor, without first giving written notice to CRA of such intention at least thirty (30) days before taking such action.

5. Contractor acknowledges and agrees that it is not entitled to rely upon the provisions of the Development Agreement and it is not a third party beneficiary thereof.

6. Contractor agrees that CRA shall have no obligations or liability to Contractor under the Contractor Contract or this letter unless and until CRA gives notice to Contractor pursuant to paragraph 1 hereof and only thereafter to the extent that Contractor performs under the Contractor Contract on CRA's behalf.

7. Contractor shall not assign its rights or obligations under the Contractor Contract without CRA's prior written consent, which may be withheld in CRA's sole discretion.

8. Contractor hereby covenants and agrees that in the event any of the payments under the Development Agreement are disbursed directly to Contractor, it will receive and hold any such proceeds as a trust fund for the purpose of paying the costs of the labor, equipment and supplies used in performing the services for the Project and will apply these same first to payment of such costs before using any part thereof for any other purposes.

9. Contractor covenants and agrees that upon CRA's request it shall furnish to CRA a current list of all persons or firms with whom Contractor has entered Subcontracts or other agreements relating to the performance of work or furnishing of materials in connection with the Project, together with a statement as to the status of each of such Subcontracts or agreements and the respective amounts, if any, owed by Contractor thereunder.

10. The officer executing this instrument on behalf of Contractor hereby personally certifies that he or she is authorized to do so.

11. Contractor represents and warrants that it has full authority under all applicable state and local laws and regulations to perform its obligations under the Contractor Contract in accordance with the terms thereof.

12. This letter shall be binding upon Contractor and its successors and permitted assigns and shall inure to the benefit of CRA and its successors and assigns.

Very truly yours,

SL CARSON BUILDERS, LLC

By: _____
Name: _____
Title: _____

EXHIBIT E

FORM OF CONDITIONAL LIEN WAIVER

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT
Civil Code Section 8132

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information
Name of Claimant: _____
Name of Customer: _____
Job Location: _____
Owner: _____
Through Date: _____

Conditional Waiver and Release
This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: _____
Amount of Check: $_____
Check Payable to: _____

Exceptions
This document does not affect any of the following:
(1) Retentions.
(2) Extras for which the claimant has not received payment.
(3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:
Date(s) of waiver and release: _____
Amount(s) of unpaid progress payment(s): $_____
(4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Signature
Claimant's Signature: _____
Claimant's Title: _____
Date of Signature: _____

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT
Civil Code Section 8136

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information
Name of Claimant: _____
Name of Customer: _____
Job Location: _____
Owner: _____

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: _____
Amount of Check: $_____
Check Payable to: _____

Exceptions
This document does not affect any of the following: _____
Disputed claims for extras in the amount of: $_____

Signature
Claimant's Signature: _____
Claimant's Title: _____
Date of Signature: _____

EXHIBIT F

FORM OF UNCONDITIONAL LIEN WAIVER

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT
Civil Code Section 8134

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information
Name of Claimant: _____
Name of Customer: _____
Job Location: _____
Owner: _____
Through Date: _____

Unconditional Waiver and Release
This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has received the following progress payment: $ _____

Exceptions
This document does not affect any of the following:
(1) Retentions.
(2) Extras for which the claimant has not received payment.
(3) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Signature
Claimant's Signature: _____
Claimant's Title: _____
Date of Signature: _____

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT
Civil Code Section 8138

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information
Name of Claimant: _____
Name of Customer: _____
Job Location: _____
Owner: _____

Unconditional Waiver and Release
This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.

Exceptions
This document does not affect the following:
Disputed claims for extras in the amount of: $_____

Signature
Claimant's Signature: _____
Claimant's Title: _____
Date of Signature: _____

EXHIBIT G

PUBLIC WORKS / LABOR COMPLIANCE INFORMATION AND DOCUMENTATION

[See Attached]