



**Carson Reclamation Authority
Special Meeting**

**Tuesday, April 21, 2026
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 at www.ci.carson.ca.us

“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)

PUBLIC INFORMATION

The public may address the members of the Carson Reclamation Authority on matters within the jurisdiction of the Authority during the designated public comment periods. There will be two oral communication sessions: one on items ON the agenda, and another on the matters NOT on the agenda. The Oral Communications portion of the agenda is limited to one hour, with comments from each speaker limited to 3 minutes depending on the number of speakers, unless otherwise approved by the board.

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

- **Email:** cityclerk@carsonca.gov (up to 2 hours prior to the start of the meeting).
- **Written:** Delivered to the City Clerk’s Office at City Hall (up to 2 hours prior to the start of the meeting).

Emailed and written comments received by the City Clerk’s Office may not be read aloud during the meeting but will be provided to the Board and incorporated into the record.

PUBLIC VIEWING OF THIS MEETING WILL BE AVAILABLE BY:

- **Livestream:** www.carsonca.gov
- **YouTube:** www.youtube.com/@CityofCarsonCalifornia
- **Cable TV:** Spectrum (Channel 35) and ATT (Channel 99)

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.

- 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

Everyone is urged to take appropriate health safety precautions before entering Carson City Hall. Wearing a mask is not required but highly recommended for those who are experiencing any airborne illness symptoms.

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

ROLL CALL (AUTHORITY SECRETARY)

FLAG SALUTE

INVOCATION

ORAL COMMUNICATIONS 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

1. CONSIDER A CONTRACT SERVICES AGREEMENT WITH TRANSTECH ENGINEERS, INC. FOR INTERNAL PROJECT MANAGEMENT ON THE LENARDO DRIVE PROJECT AND CERTAIN OTHER CONSTRUCTION PROJECTS AT THE CAL COMPACT LANDFILL
RECOMMENDED ACTION
 - APPROVE a Contract Services Agreement with Transtech Engineers, Inc. for on-call project management and oversight services in the amount not-to-exceed \$468,000.
 - AUTHORIZE the Executive Director to execute the Transtech Engineers, Inc. Services Agreement following approval as to form by the Authority Counsel.

DISCUSSION

ORAL COMMUNICATIONS (AUTHORITY MEMBERS)

ADJOURNMENT

Date Posted: April 16, 2026



Carson Reclamation Authority

701 East Carson Street

Report to Carson Reclamation Authority

Tuesday, April 21, 2026, 4:00 PM

CONSENT 1.

To: Carson Reclamation Authority

From: John S. Raymond, Executive Director

Subject: CONSIDER A CONTRACT SERVICES AGREEMENT WITH TRANSTECH ENGINEERS, INC. FOR INTERNAL PROJECT MANAGEMENT ON THE LENARDO DRIVE PROJECT AND CERTAIN OTHER CONSTRUCTION PROJECTS AT THE CAL COMPACT LANDFILL

I. SUMMARY

The CRA, through a contract with RE|Solutions, LLC ("RES"), is managing the design, approval, and construction of Lenardo Drive; a new scope of work involving upgrading, clearing, and preparing cells 3, 4, and 5 for a major investment; and, other horizontal work which requires extensive daily onsite oversight of construction of the private development on those cells. Under its contract RES provides overall site management, performs the contracting function on behalf of the CRA, and provides construction management through a subcontract with the Cumming Group, a large construction management firm. Even with the designers, general contractors, subcontractors, and construction management staffing, there is still considerable internal project management that falls on the CRA itself. As of today the CRA has as staff its Executive Director and Executive Assistant and assistance in the accounting functions of the Authority.

Staff is requesting the Board consider a Contract Services Agreement between Transtech Engineers, Inc. and the CRA to provide project management services related to the development of the Property including Lenardo Drive and the above-described additional scope. While RES is the contracting body for the design and construction work, the Authority remains the property owner and the responsible party for the remedial work, and is the entity that has been tasked to construct all the public infrastructure. All decisions on the site ultimately are made by the Authority and it retains its responsibility for all the subsurface structures and improvements on the Property.

II. RECOMMENDATION

1. **APPROVE** a Contract Services Agreement with Transtech Engineers Inc. for project management and oversight services in the amount not-to-exceed \$468,000.
2. **AUTHORIZE** the Chair to execute the Transtech Engineers, Inc. Services Agreement following approval as to form by the Authority Counsel.

III. ALTERNATIVES

TAKE another action the Board deems appropriate.

IV. BACKGROUND

In 2023, as part of a potential restructuring of the site management functions, CRA staff proposed the creation of several additional staff positions under the CRA to take over the direct operation of the former Cal Compact Landfill. In the end, the positions were not created and the Authority entered into new agreements with RES directly to manage the operations and maintenance of the site, and to undertake pre-construction and construction activities related to Lenardo Drive.

As of today, CRA staff, through RES, is managing the design, approval, and construction of Lenardo Drive and other site infrastructure; and, a new scope of work involving grading, clearing, and preparing cells 3, 4, and 5 for a major investment, which also includes completing the landfill gas system, installing landfill liner on Cells 4 and 5, and driving thousands of structural piles to support the construction of the private development on those cells.

In both tasks, RES is the contracting body for the design and construction work. The CRA, however, remains the property owner and the responsible party for the remedial work, and is the entity that has been tasked to construct all the public infrastructure. The CRA retains responsibility for all the subsurface structures and improvements. All decisions on the site ultimately are made by the Authority.

While most of the design and contracting work has been contracted and delegated to RES, the CRA staff remain an important part of the design and contracting process. This includes understanding the issues that arise during the construction process, what redesign may need to occur, which outside agency (including the City) may have an approving role, and how the resolution of issues affects the overall construction project including schedule and budget. Because the Authority is a public agency, it has a special relationship with the City, which is an approving body on much of the infrastructure work. Certain project management items are best handled within the CRA and not by outside consultants.

The City of Carson began contracting with Transtech in 2023 for Building & Safety Services, and later added support to Public Works on engineering plan check and project management, including project-managing the construction of certain City infrastructure projects like the Carson Center Amphitheater. The CRA piggybacked on the City's process to procure these services in the selection of Transtech to provide staffing/project management support as part of this contract. The scope of work in the contract is broad and covers most of the type of work the Consultant would be asked to perform.

V. FISCAL IMPACT

The contract amount is not to exceed \$468,000. This represents the cost of one Senior Project Manager/Engineer at \$195/hour for 32 hours per week (M-Th, 8-5) for about 18 months. Since it is a contract and not hiring a direct CRA employee, the hours can be adjusted up or down depending on the workflow. Work on Lenardo Drive is underway today and the additional work scope related to the other cells will commence as early as August or September, with a heavier scope beginning a few months later. The contract will be charged to the funding source of the construction the project manager works on.

VI. EXHIBITS

1. Transtech Engineers, Inc. Services Agreement

Attachments

[Transtech Engineers Inc. - Professional Services Contract \(2107189.3\)](#)

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CARSON RECLAMATION AUTHORITY AND
TRANSTECH ENGINEERS, INC.**

THIS AGREEMENT FOR CONTRACT SERVICES (herein “Agreement”) is made and entered into effective as of May ___, 2026, by and between the **CARSON RECLAMATION AUTHORITY**, a California joint powers authority (“CRA” or “Authority”) and **TRANSTECH ENGINEERS, INC.**, a California corporation (“Consultant”). CRA and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

A. The CRA is the owner of that certain 157-acre parcel of real property (the “Site”), located at 20400 S. Main Street, City of Carson, California, commonly known as the former Cal Compact Landfill, which was previously operated as a Class 2 landfill.

B. The CRA has a need for on-call professional services from Consultant to assist with the remediation, management, and redevelopment of the Site.

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

NOW, THEREFORE, the Parties hereto agree as follows:

1. SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services set forth in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by reference (the “Services” or “work”). Consultant represents and warrants that it has the experience and ability to perform all work and Services required hereunder and that it shall diligently perform such work and Services in a professional and satisfactory manner.

1.2 Compliance With Law. All work and Services rendered hereunder shall be provided in accordance with all applicable ordinances, resolutions, statutes, rules, and regulations of the City of Carson (“City”) and any Federal, State or local governmental agency of competent jurisdiction.

1.3 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the Services required by this Agreement.

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

1.5 Prevailing Wages. Consultant is advised of the requirements of California Labor Code Section 1720 which provides as follows: prevailing wage rates apply to “[c]onstruction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds, except work done directly by any public utility company pursuant to order of the Public Utilities Commission or other public authority.” It is the Parties’ understanding that the services performed pursuant to this Agreement shall not require the payment of prevailing wages pursuant to Section 1720 or 1770 – 1781 of the California Labor Code and/or Sections 33423 – 33426 of the California Health and Safety Code (the “Prevailing Wage Law”). However, Consultant acknowledges and agrees that should any third party, including but not limited to the Department of Industrial Relations (“DIR”), require Consultant or any of its subcontractors to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the DIR under the Prevailing Wage Law, and Consultant is determined to not be in compliance with the Prevailing Wage Law with respect to the services performed hereunder, then Consultant shall indemnify, defend, and hold CRA harmless from any such determinations, or actions (whether legal, equitable, or administrative in nature) or other proceedings, and shall assume all obligations and liabilities for the payment of such wages and for compliance with the provisions of the Prevailing Wage Law. CRA makes no representation that any work completed by Consultant is or is not subject to the Prevailing Wage Law.

2. COMPENSATION

2.1 Contract Sum. For the Services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference, but not exceeding the maximum contract amount of **Four Hundred Sixty-Eight Thousand Dollars (\$468,000)** (“Contract Sum”).

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

The CRA shall independently review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by CRA as provided in Article 7, CRA will use its best efforts to cause Consultant to be paid within sixty (60) days of receipt of Consultant’s correct and undisputed invoice; however, payment to Consultant shall not exceed one hundred twenty (120) calendar days of the CRA’s receipt of Consultant’s correct and undisputed invoice. In the event any charges or expenses are disputed by CRA, the original invoice shall be returned by CRA to Consultant for correction and resubmission. Review and payment by CRA of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.3 Additional Services. CRA shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the CRA Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in the compensation due to Consultant of up to Fifteen Thousand Dollars (\$15,000) over and above the Contract Sum for such additional work, or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the CRA Board. must be approved by CRA. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

3. PERFORMANCE SCHEDULE

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

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

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

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the Services but not exceeding two (2) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

4. COORDINATION OF WORK

4.1 Representative of Consultant. **Azita Fakoorbayat, PE, Sr. Engineer and Sr. Project Manager of Consultant**, is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and Services specified herein

and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. Consultant shall utilize only competent personnel to perform the Services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, and shall keep RES informed of any changes.

4.2 Contract Officer. **John Raymond, Executive Director of the CRA** or such person as may be designated by the CRA, is hereby designated as being the representative CRA authorized to act in its behalf with respect to the work and Services specified herein and to make all decisions in connection therewith ("Contract Officer").

4.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or Services required hereunder without the express written approval of CRA. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of CRA. Any such prohibited assignment or transfer shall be void.

4.4 Independent Consultant. Neither CRA nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the Services required herein, except as otherwise set forth. Consultant shall perform all Services required herein as an independent contractor of CRA with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of CRA, or that it is a member of a joint enterprise with CRA.

5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages. The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to CRA, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of the CRA, City and their affiliated agencies, as well as the entities set forth on Exhibit "E" attached hereto (collectively, the "Insured Parties"):

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

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

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including “any auto” and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than either (i) bodily injury liability limits of \$100,000 per person and \$300,000 per occurrence and property damage liability limits of \$150,000 per occurrence or (ii) combined single limit liability of \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars, and any other automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant’s profession and containing limits of liability of no less than \$1,000,000 per occurrence and in the aggregate. This coverage may be written on a “claims made” basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant’s Services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of CRA submit written evidence of this continuous coverage.

(e) Pollution Liability. A policy of contractors pollution liability insurance with limits of liability in amount of \$1,000,000 any one claim and \$2,000,000 annual aggregate. The insurance must be maintained for two (2) consecutive years following the completion of Consultant’s Services or the termination of this Agreement. During this additional 2-year period, Consultant shall annually and upon request of CRA submit written evidence of this continuous coverage.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit “B”.

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

5.2 General Insurance Requirements.

Unless otherwise approved in writing by CRA, all of the above policies of insurance shall be primary insurance and shall name the Insured Parties and any insurance maintained by CRA, or City and their respective officers, employees or agents may apply in excess of, and not contribute with Consultant’s insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the Insured Parties, their respective officers, employees and agents and insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any Party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to CRA. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 5 to the Contract Officer. No work or Services under this Agreement shall commence until the Consultant has provided CRA with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the

above insurance coverages and said Certificates of Insurance or binders are approved by CRA. CRA reserves the right to inspect complete, certified copies of and endorsement to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to CRA.

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

5.3 Indemnification. To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless CRA, City and its affiliated agencies, and their respective officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, except claims or liabilities occurring as a result of Indemnified Parties' sole negligence or willful acts or omissions. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive the termination of this Agreement.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records. Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to CRA and Services performed hereunder (the "books and records"), as shall be necessary to perform the Services required by this Agreement and enable the Contract Officer to evaluate the performance of such Services and shall keep such records for a period of three years following completion of the Services hereunder. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of Consultant, including the right to inspect, copy, audit and make records and transcripts from such records.

6.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement or as the Contract Officer shall require.

6.3 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such

information or work product to persons or entities other than CRA without prior written authorization from the Contract Officer.

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

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

(d) Consultant shall promptly notify CRA should Consultant be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any Party regarding this Agreement and the work performed thereunder. CRA retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with CRA and to provide CRA with the opportunity to review any response to discovery requests provided by Consultant.

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the "documents and materials") prepared by Consultant in its performance of this Agreement shall be the property of CRA and shall be delivered to CRA upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by CRA of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for CRA. Notwithstanding the foregoing, the Consultant shall retain all common law, statutory, and other reserved rights, including copyrights to its standard design elements and Consultant details and CRA shall be granted a non-exclusive license to reproduce such design elements and details relative to the Site.

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Legal Action. In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or

injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue any legal action against the CRA or the City and City's affiliated agencies or any of their respective officers directors, shareholders, members, partners and employees under this Agreement.

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

7.3 Termination Prior to Expiration of Term.

(a) CRA Termination Rights.

(i) CRA may terminate this Agreement for cause for the following reasons: (i) Consultant is determined to have materially failed to comply with applicable laws in its performance of the Services; (ii) Consultant materially fails to perform or otherwise breaches its obligations under this Agreement; (iii) Consultant declares bankruptcy or is involuntarily subjected to bankruptcy proceedings; (iv) Consultant subcontracts, or assigns or transfers its rights under this Agreement in violation of Section 4.3; or (v) any act or omission of Consultant or its subcontractors under this Agreement that directly or proximately causes the occurrence and continuance of an event of default by CRA under the any agreements it has entered into with developers or other contractors with respect to the Site. In order to terminate this Agreement for cause, CRA must provide Consultant with written notice of its intent to terminate. In the event CRA initiates termination of this Agreement for cause, CRA shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Consultant shall have thirty (30) days to cure or commence to cure the default, but may be extended with CRA's written consent, if circumstances warrant (which consent shall not be unreasonably withheld). During the period of time that Consultant is in default, CRA shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If, after expiration of notice, cure period, and extensions, if any, Consultant does not cure the default, CRA may take necessary steps to terminate this Agreement under this Article.

(ii) CRA may terminate this Agreement for convenience for any reason or no reason whatsoever at any time by delivering at least thirty (30) days advance written notice to Consultant. Upon receipt of any notice of termination for convenience, Consultant shall immediately cease all Services hereunder except such as may be specifically approved and directed by CRA in accordance with Section 7.5. If such termination for convenience occurs, CRA shall pay to Consultant all amounts actually due and owing for the Services performed through the date of termination but not exceeding the compensation provided therefore in Exhibit "C" (Schedule of Compensation), offset by any damages directly caused by Consultant's breach of its obligations under this Agreement prior to the date of termination, if any, and by any amounts in dispute as of the date of termination in connection with the Services performed. No cure period shall apply with respect to a termination for convenience.

(b) Consultant's Termination Rights. Consultant may terminate this Agreement for cause if CRA unreasonably fails to make justified payments to Consultant for

Services authorized and performed by Consultant in accordance with the terms of this Agreement. In order to terminate this Agreement for cause, Consultant must provide CRA with written notice of its intent to terminate. CRA shall have thirty (30) days in which to cure or commence to cure the alleged default, but may be extended with Consultant's written consent, if circumstances warrant (which consent shall not be unreasonably withheld). If, after expiration of such notice, cure period, and extensions, if any, such termination occurs, CRA shall pay to Consultant all amounts actually due and owing for the Services authorized and performed through the date of termination but not exceeding the compensation provided therefore in Exhibit "C" (Schedule of Compensation), offset by any damages directly caused by Consultant's breach of its obligations under this Agreement prior to the date of termination, if any, and by any amounts in dispute as of the date of termination in connection with the Services performed.

7.4 Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, CRA may, after compliance with the provisions of Section 7.3(a)(i), take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the compensation herein stipulated (provided that CRA shall use reasonable efforts to mitigate such damages), and CRA may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed CRA as previously stated.

7.5 Transfer Upon Termination. Upon any termination or the expiration of this Agreement, CRA may, at its sole discretion, within sixty (60) days of the date of termination or expiration (the "Consultant Transfer Period") designate a replacement or substitute consultant to replace Consultant and to complete the Services. Consultant shall continue to diligently perform the Services and comply with the terms of this Agreement until the end of the Consultant Transfer Period or such earlier date prescribed by CRA by written notice to Consultant. During or after the Consultant Transfer Period, Consultant shall, immediately upon the request of CRA execute any and all agreements, documents or materials requested by CRA to assign or transfer to the new consultant all of Consultant's right, title and interest in and to all materials, contracts, subcontracts, processes, and other documents necessary to complete the Services (collectively, the "Consultant Transfer"). Consultant hereby grants to CRA 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 Consultant Transfer. Upon the completion of the Consultant Transfer, this Agreement shall be terminated and shall be null and void, except for those provisions that expressly survive termination.

8. MISCELLANEOUS

8.1 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees 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.

8.2 Non-liability of CRA Officers and Employees. No officer, Board member, or employee of CRA shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by CRA or for any amount, which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.3 Notice. Any notice, demand, request, document, consent, approval, or communication either Party desires or is required to give to the other Party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of CRA, to the attention of the Contract Officer (with her/his name and title), CARSON RECLAMATION AUTHORITY, 701 E. Carson St., Carson, California 90745 (with copies to Sunny K. Soltani and Danny Aleshire, Aleshire & Wynder LLP, 1 Park Plaza Suite 1000, Irvine, California 92614); and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

8.4 Integration; Amendment. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the Parties by an instrument in writing.

8.5 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

8.6 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. A Party's consent to or approval of any act by the other Party requiring the Party's consent or approval shall not be deemed to waive or render unnecessary the other Party's consent to or approval of any subsequent act. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.7 Attorneys' Fees. If either Party to this Agreement is required to initiate or defend or made a Party to any action or proceeding in any way connected with this Agreement (including any alleged disputes, breaches, or defaults by either Party to this Agreement), the prevailing Party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable costs and expenses, including, without limitation, reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.8 Interpretation.

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

8.9 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. Each of the Parties intend to be bound by the signatures on any telecopied, .pdf, or other electronically delivered form of this Agreement, and are aware that the other Party will rely on the telecopied, .pdf or other electronically delivered signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of signature.

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

Consultant's Authorized Initials _____

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

8.12 Corporate Authority. The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering

into this Agreement does not violate any provision of any other Agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

8.13 Consequential Damages. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CRA nor the Consultant, their respective officers, directors, partners, employees, contractors or sub-consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Site or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of express or implied warranty.

[Signatures on the following page.]

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

“CRA”:

CARSON RECLAMATION AUTHORITY, a
California joint powers authority

Lula Davis-Holmes
CRA Chair

ATTEST:

By: _____
Dr. Khaleah K. Bradshaw, CRA Secretary

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Sunny K. Soltani, Esq.
Legal Counsel for CRA

“CONSULTANT”:

TRANSTECH ENGINEERS, INC.,
a California corporation

By: _____
Name: Allen Cayir
Title: Chief Executive Officer

By: _____
Name: Sybil Cayir
Title: Chief Financial Officer and Secretary

Address: 13367 Benson Avenue
Chino, CA 91710

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT’S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT’S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2026, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐

INDIVIDUAL

☐

CORPORATE OFFICER

TITLE(S)

☐

PARTNER(S)

☐

LIMITED

☐

GENERAL

☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2026, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

☐

INDIVIDUAL

☐

CORPORATE OFFICER

TITLE(S)

TITLE OR TYPE OF DOCUMENT

☐

PARTNER(S)

☐

LIMITED

☐

GENERAL

NUMBER OF PAGES

☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER _____

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT “A”

SCOPE OF SERVICES

I. Consultant shall provide on-call development project management and related professional services in support of the CRA’s remediation and redevelopment of the Site. Services shall be performed on an as-needed basis and may include, but are not limited to, the following:

A. Provide project management support for the planning, remediation, and development of the Site, including coordination with CRA staff, RE|Solutions, LLC (“RES”), and other contractors, consultants, and subcontractors/subconsultants engaged by the CRA and/or RES with respect to work on the Site.

B. Review, analyze, and assist in the preparation and implementation of real estate and development-related documents, including agreements/contracts, leases, covenants, easements and legal descriptions, work orders, surveys, drawings, and related instruments.

C. Assist with preparation and review of exclusive negotiating agreements, development agreements, purchase and sale agreements, leases, licenses, professional service contracts, and grants.

D. Assist with management of capital improvement and construction activities, including oversight of scope, schedule, budget, quality control, and risk management, and support all phases of project delivery, including planning, subdivision mapping, environmental review, horizontal and vertical design, construction, stormwater management, phased occupancy, and landfill closure activities.

E. Assist with financial and program management tasks, including budget development and tracking, cash flow analysis, cost estimating, review of change orders, and support the timely review of potential change orders and construction pay applications.

F. Prepare and review staff reports, memoranda, presentations, project plans, and status reports for the CRA Board and City Council and maintain project records and documentation.

G. Work directly with RES and Snyder Langston (“SL”), or any other on-site construction manager, and other contractors and consultants, to implement CRA related project requirements, including analyzing scope of work, project delivery resource requirements, cost estimates and budgets, cash flow, work plan schedule and milestones, and quality control measures.

H. Coordinate with regulatory agencies and assist with implementation of environmental requirements, including Department of Toxic Substances Control (“DTSC”) requirements, public communication plans, participation in meetings, preparation of notices, and support for public outreach efforts.

- I. Assist with the restructuring of Community Facilities District 2012-1 and Community Facilities District 2012-2, including the financial modeling of future operations and maintenance costs and the establishment of the rate and method of allocation.
 - J. Assist with administration of the CRA's insurance program, including coordination of renewals and procurement of applicable coverages.
 - K. Serve as liaison and facilitate communication between CRA staff, RES, and other City departments, including Planning and Engineering, as well as with RES, SL, any construction manager, and developers, regarding Site-related activities.
 - L. Perform other related services as may be requested by the CRA.
- II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the CRA:**
- A. Project plans, schedules, and status reports.
 - B. Financial analyses, cost estimates, and budget summaries.
 - C. Staff reports, memoranda, and presentations.
 - D. Contract documents, procurement materials, and administrative records.
 - E. Public communication materials and regulatory coordination documents.
- III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the CRA updated of the status of performance by delivering the following status reports:**
- A. Weekly account of completed tasks and status of progress to the CRA, as requested by the Contract Officer.
 - B. Meetings, email and telephonic communications with the CRA, as requested by the Contract Officer.
- IV. All work product is subject to review and acceptance by the CRA, and must be revised by the Consultant without additional charge to the CRA until found satisfactory and accepted by the CRA.**
- V. Consultant may utilize the following personnel to accomplish the Services with the approval of the Contract Officer:**
- A. Azita Fakoorbayat, Sr. Engineer and Sr. Project Manager
 - B. Ahmad Ansari, Sr. Engineer
 - C. Robert Quintero, Sr. Project Manager

D. Okan Demirci, Sr. Engineer

E. Other personnel, as approved in writing by the CRA.

EXHIBIT “B”

SPECIAL REQUIREMENTS (Superseding Contract Boilerplate)

(new text is shown in ***bold italics*** and deleted text is indicated in ~~striketrough~~)

I. Section 5.1(e) (Pollution Liability) of the Agreement shall be deleted, as such insurance policy shall not be required from Consultant.

II. Section 5.3 (Indemnification) of the Agreement shall be amended to add the following paragraph at the end of the Section:

Notwithstanding the foregoing, with regard to claims or liabilities relating to Consultant’s “design professional services”, if any, as defined in California Civil Code Section 2782.8, Consultant’s duty to the Indemnified Parties shall be limited to the extent they are caused by Consultant’s negligence, recklessness or willful misconduct. In no event shall the cost to defend charged to Consultant under this subparagraph exceed Consultant’s proportionate percentage of fault.

III. Section 6.4 (Ownership of Documents) of the Agreement shall be revised as follows:

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the “documents and materials”) prepared by Consultant in its performance of this Agreement shall be the property of CRA and shall be delivered to CRA upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by CRA of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, Consultant with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for CRA. Notwithstanding the foregoing, the Consultant shall retain all common law, statutory, and other reserved rights, including copyrights to its standard design elements and Consultant details and CRA shall be granted a non-exclusive license to reproduce such design elements and details relative to the Site. ***If CRA, without the involvement of the Consultant, modifies or otherwise uses the Consultant’s documents and materials for any purpose other than that for which they were created, it does so at its sole risk and without any liability on the part of the Consultant.***

EXHIBIT “C”

SCHEDULE OF COMPENSATION

- I. Consultant shall perform all Services at the rates set forth in Exhibit “C-1” on an on-call basis, not to exceed the Contract Sum pursuant to Section 2.1 of this Agreement.**
- II. A retention of ten percent (10%) may be held from each payment as a contract retention to be paid as a part of the final payment upon satisfactory completion of Services.**
- III. CRA will compensate Consultant for the Services performed upon submission of a valid invoice, in accordance with Section 2.2. Each invoice is to include:**
 - A.** Line items for all the work performed, the number of hours worked, and the hourly rate.
 - B.** Line items for all materials and equipment properly charged to the Services.
 - C.** Line items for all other approved reimbursable expenses claimed, with supporting documentation.
 - D.** Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
- IV. The total compensation for the Services shall not exceed \$468,000, as provided in Section 2.1 of this Agreement.**
- VI. The Consultant’s billing rates for all personnel are attached as Exhibit C-1.**

EXHIBIT “C-1”

CONSULTANT’S HOURLY RATES

Ms. Azita Fakoorbayat (Sr. Project Manager): \$195/hr.

Such hourly rate will be adjusted annually on July 1st by the percentage change in the Local Area Consumer Price Index for All Urban Consumers (CPI-U) for the preceding twelve-month period, as calculated for February by the U.S. Department of Labor, Bureau of Labor Statistics, and published by the Bureau of Labor Statistics.

All other Senior Project Managers: between \$218/hr to \$235/hr.

Senior Engineer: between \$213/hr to \$235/hr.

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

- I. Consultant shall perform all Services on an on-call basis and deliver all tangible work products described in Exhibit “A” to the CRA, in accordance with the requirements and deadlines of the Contract Officer.**
- II. The Contract Officer may approve extensions for performance of the Services in accordance with Section 3.2.**

EXHIBIT “E”

LIST OF COVERED PARTIES

1. Carson Reclamation Authority
2. City of Carson
3. Community Facilities District No. 2012-1 of the City of Carson
4. Community Facilities District No. 2012-2 of the City of Carson
5. City of Carson Housing Authority