

[INSERT CRA LETTERHEAD]

July \_\_\_ 2024

**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](mailto:stuart@resolutionsdev.com); [mary@resolutionsdev.com](mailto:mary@resolutionsdev.com)

Re: *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 Solutions, LLC (“**RES**”)*

Dear Mr. Miner and Ms. Hashem:

As you are aware, CAM-Carson, LLC has elected to terminate that certain Second Amendment to Conveyancing Agreement prior to the expiration of the due diligence period thereunder. As such, the Settlement Agreement, dated October 31, 2022 (as subsequently amended, the “**Settlement Agreement**”), previously executed between the CRA and RES has terminated pursuant to its terms. Therefore, RES and the CRA seek to into this letter amendment to the Original Agreement (“**Letter Amendment**”) to establish the terms upon which the Original Agreement shall continue as contemplated by Section 2.2 of the Settlement Agreement. Capitalized terms not otherwise defined in this Letter Amendment shall have the same meaning as set forth in the Original Agreement.

The parties acknowledge and agree that the Original Agreement shall be modified and amended pursuant to the terms of this Letter Amendment. The Original Agreement, as amended by this Letter Amendment, is referred to herein as the “**Agreement**”. As of the effective date of this Letter Amendment, the parties are in negotiations regarding a potential second letter amendment to the Agreement regarding the performance of specified construction management/Development Services (if such document is approved and executed by the parties, the “**CM Letter Amendment**”).

1. Term of Letter Amendment. This Letter Amendment shall commence on July 26, 2024 and shall expire on June 1, 2026 (the “**Term**”), unless earlier terminated by either party. Either party may terminate this Letter Amendment and/ or the Agreement (as applicable) pursuant to the following provisions:

1.1 For Cause Termination. CRA shall have the right to terminate this Letter Amendment and/or the Agreement for cause for the following reasons (each, an “**RES**”

**Termination Event**’): (i) an Event of Default by RES under the Agreement, subject to the terms and conditions of Section 10.01(a) of the Agreement; or (ii) any act or omission of RES or its subcontractors under this 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 concurrently with the execution of this Letter Amendment, (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, (d) the applicable provision under the CRA’s agreement with the applicable Vertical Developer does not conflict with RES’ rights under this Letter Amendment and (e) CRA provides RES with written notice of the potential default under the agreement between the CRA and the Vertical Developer and the opportunity to cure the same within any applicable cure period under such agreement. If any RES Termination Event occurs and is continuing, CRA shall have the right, upon written notice to RES to terminate the Agreement, in which event, RES shall not be entitled to any fees following the Termination Date set forth in CRA’s Termination Notice and CRA shall have such further rights and remedies and may be set forth in the Agreement. Further, if the parties have previously entered into the CM Letter Amendment as of the date of the RES Termination Event, CRA may elect, at its sole discretion, to only terminate this Letter Amendment upon written notice to RES. If CRA elects to only terminate this Letter Agreement, RES shall not be entitled to any fees under this Letter Amendment following the Termination Date specified in CRA’s Termination Notice and the Agreement and the CM Letter Amendment shall continue in full force and effect with respect to the performance of the Services required by the CM Letter Amendment.

1.2 Termination for Convenience. CRA may terminate this Letter Amendment for convenience for any reason or no reason whatsoever at any time by delivering at least thirty (30) days advance written notice to RES. Upon receipt of any notice of termination for convenience, 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 (a) such as may be specifically approved and directed by CRA or (b) is required to manage the applicable contractors and consultants during the respective contractual wind up periods. If such termination for convenience occurs, CRA shall pay to RES (x) all amounts actually due and owing for the Services performed under this Letter Amendment by RES through the Termination Date specified in CRA’s Termination Notice, and (y) any fees or costs actually incurred by RES due to an early termination of any lease or rental agreement, provided that such lease or agreement was approved by the CRA.

Further, if this Letter Amendment is terminated pursuant to this Section 1.2 and:

(1) as of such termination (A) the parties have not entered into the CM Letter Amendment or (B) the parties have entered into the CM Letter Agreement but such amendment is being terminated for convenience concurrently with this Letter Amendment, the effective date of the termination of this Letter Amendment shall be deemed a suspension of the Project for the purpose of implementing Section 3.03(b)(1)(B) of the Agreement; and

(2) as of such termination the parties have entered into the CM Letter Amendment and such amendment is not being terminated for convenience concurrently with this Amendment, then the Agreement shall continue in full force and effect with respect to the performance of the separate services under the CM Letter Amendment; however, if such CM Letter Amendment is subsequently terminated for convenience by CRA, the effective date of termination of the CM Letter Amendment shall be deemed a suspension of the Project for the purpose of implementing Section 3.03(b)(1)(B) of the Agreement.

1.3. RES's Termination Rights. RES may terminate this Letter Amendment for cause upon delivery of written notice to CRA upon the occurrence and continuance of an Event of Default by CRA, subject to the terms and conditions of Section 10.01(a) of the Agreement. If such termination for cause occurs, then both this Letter Amendment and the Agreement shall terminate and (a) RES shall have the rights and remedies set forth under the Agreement, and (b) CRA shall pay to RES any fees or costs actually incurred by RES due to an early termination of any lease or rental agreement, provided that such lease or agreement was approved by the CRA.

1.4 Effect of Letter Amendment. Nothing in this 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 Letter Amendment.

2. Staffing Commitment. The minimum Staffing Commitment requirements set forth in Section 5.01 of the Original Agreement are suspended for the Term of this Letter Amendment. 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 of this Letter Amendment, a sufficient number of employees or contractors to enable it to properly carry out its duties and responsibilities as required by this Letter Amendment.

3. Predevelopment Services. The term “**Predevelopment Services**” under the Agreement shall mean the Site Management Work, the O&M Work, and Project Management Work, each as defined and described below.

3.1 Site Management Work. Sections 5.04(a) through (f) and (h) of the Original Agreement are hereby deleted. As used herein, the term “**Site Management Work**” means all of the work described below:

(a) Oversee Property Generally. During the Term of this Letter Amendment, RES shall be responsible for overall Property site management, which shall include, without limitation, the general maintenance and upkeep of the Property.

(b) Site Access and Security. Pursuant to the Original Agreement, 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.

(c) General Maintenance and Upkeep.

(1) 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.

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

(3) 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.

(4) Records management related to Site Management Work.

(5) 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.

(6) 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.

(d) Subcontractors and Vendors. As of the date of this Letter Amendment, RES has subcontracted various portions of the Site Management Work to the subcontractors/vendors listed in Part 1 Exhibit B, attached hereto.

3.2 O&M Work. The portion of the O&M Obligations set forth in Exhibit A, 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 A and shall subcontract the portions of the O&M Work described in Tasks 5 and 6 of Exhibit A to various subcontractors/vendors, which

shall require the approval of the CRA prior to execution of any agreements with such subcontractors/vendors.

3.3 Project Management Work. The term “**Project Management Work**” shall mean the services set forth in this Section 3.3.

(a) 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. RES shall act as the primary point of contact for the performance of the O&M Obligations and other environmental work conducted at, on or under the Property, except as otherwise performed by any Vertical Developer(s).

(b) 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.

(c) Manage and Coordinate Regulatory Approvals. RES shall perform the work required by Section 5.04(i) of the Original Agreement; provided, however, such work shall be limited to matters related to the Site Management Work, O&M Obligations, and O&M Work; preparation of various sitewide management plans for the Property and assistance to the CRA regarding the implementation of such sitewide plans for the Property; and 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. The foregoing shall not require RES to manage and coordinate Regulatory Approvals for improvements to be constructed by Vertical Developers or for Off-Site Improvements that are not included in the scope of the contracts listed in Part 2 of Exhibit B, attached hereto.

(d) 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 the 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.

4. Development Services. RES shall not be required to perform any of the responsibilities set forth in the following sections of the Original Agreement: 5.03 or 5.05 excepting matters solely related to (a) the management of the work/subcontracts listed in Part 2 of Exhibit B, attached hereto, and (b) coordination with Southern California Edison and the Southern California Gas Company in support of the Vertical Developer's projects and the Off-Site Improvements.

5. Budgeting Services.

(a) RES shall not be required to perform any of the responsibilities set forth in Section 6.01 of the Original Agreement during the Term of this Letter Amendment.

(b) RES shall submit an updated Project Budget for the CRA's review and approval within thirty (30) calendar days after the effective date of this Letter Amendment.

(c) Section 6.03 of the Original Agreement is suspended during the Term of this Letter Amendment.

(d) No retention shall be withheld from subcontractors/vendors performing any portion of the Predevelopment Work or Development Work authorized by this Letter Amendment.

6. RES Compensation. The compensation due to RES from the CRA during the Term of this Letter Amendment shall be limited to (a) payment of RES' invoiced time based on the hourly rates and Task categories set forth in Exhibit C, attached hereto, for the performance of RES's responsibilities under this Letter Amendment, (b) reimbursement of approved RES expenses incurred in connection with its services performed under this Letter Amendment, and (c) reimbursement of approved RES subcontractor costs 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 A, attached hereto, shall not exceed \$195,000 per month prior to the commencement of construction on any portion of the Property. Once construction commences upon the Property, the parties shall meet and confer to make any required modifications to Exhibit A, and upon the conclusion of any such negotiations, any revised compensation amount shall require an amendment to this Letter Amendment approved by the CRA Board and RES.

RES shall submit invoices for this Section 6 on or before the 15<sup>th</sup> of the subsequent month. The CRA shall (i) review each invoice and provide RES with written notice of any objections

within ten (10) days after receipt of such invoice, (ii) pay any undisputed amounts within fifteen (15) days after receipt of such invoice and (iii) pay previously disputed but ultimately approved amounts by the fifth (5<sup>th</sup>) business day after the resolution of dispute. No retention shall be withheld from such payments. The CRA acknowledges that the subcontracts/subcontractors set forth in Exhibit B, attached hereto, have been approved by the CRA pursuant to the Agreement (the “**Project Subcontracts**”).

7. Miscellaneous.

(a) This 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 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 the 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 Letter Amendment was jointly prepared by them, by and through their respective legal counsel. The 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 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 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 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 the 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 the Letter Amendment. Except as expressly stated otherwise in the 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 the Letter Amendment and understands and knows the contents thereof, and each party represents and warrants that each of the persons executing the Letter Amendment is empowered to do so and upon execution, the terms and conditions of the 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 Letter Amendment, any alleged disputes, breaches, defaults, or misrepresentations in connection with any provision of this Letter Amendment or any action or proceeding in any way arising from this 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 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 Letter Amendment.

(j) The parties acknowledge and agree that except as modified by this 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 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.

#### 8. Notices.

Any notices, requests, demands, documents approvals or disapprovals given or sent under this 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](mailto: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](mailto: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](mailto: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 Letter Amendment as of the date and year first-above written.

**CARSON RECLAMATION AUTHORITY**,  
a joint powers authority

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Name: John Raymond  
Title: CRA Executive Director

ATTEST:

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By: Dr. Khaleah Bradshaw  
Title: CRA Secretary

APPROVED AS TO FORM:

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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](mailto:mstice@sticeblock.com))  
Danny Aleshire, Asst. Counsel for CRA ([danny.aleshire@awattorneys.com](mailto:danny.aleshire@awattorneys.com))

## EXHIBIT A

### 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 DTSC Documents 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, as 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 all federal, state, and local agency regulations and requirements (including, without limitation, DTSC regulations/requirements, DTSC Documents, Environmental Laws, the AQMD, LACSD, LACPW, CAL-EPA, the local CUPA, LEA, LACFD, and CRA requirements and regulations). 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 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 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-incidentals 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.

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 B**

### **Subcontractors and Subcontracts**

#### Part 1 – Site Management Work:

1. Trailer rental
2. Securitas Services USA, Inc.
3. Oakridge Landscape, Inc.
4. Mayfield Enterprises, Inc. (QSP and QSD work)
5. Michael Baker International (“MBI”)

#### Part 2 - Limited Design Management and Coordination:

1. Antieri Associates.
2. MBI.
3. KPFF Structural Engineers.
4. Cummings Curley and Associates, Inc.
5. Cumming Management Group, Inc.

## EXHIBIT C

### **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 \$95
7. Administrative/Clerical \$65

The above hourly rates shall be increased by three percent (3%) on each anniversary of this Letter Amendment.

#### B. Approved Task Categories.

1. 1# Construction Management (for Off-Site Improvements, not including Predevelopment Services)
2. 2# Schedule Management and Updates
3. 3# Review/Negotiate/Approve Contracts and Change Orders
4. 4# Property Management, e.g. Site Security, Stormwater, Property Maintenance
5. 5# General Project Management
6. 6# Project Team Meetings – RES/CRA/Subcontractors/Vertical Developers
7. 7# Planning and Development Coordination – Cells 3, 4, 5
8. 8# Insurance Matters and Meetings (if applicable)
9. 9# Assisting with the CRA's Community Engagement Plan (if applicable)
10. 10# Financial Review/Budgeting/Invoicing
11. 11# Regulatory Issues / Meetings
12. 12# Travel Time To and From Carson
13. 13# Planning and Development Coordination – Cell 2 / Embankment Lot
14. 14# O&M Work
15. 15# Off-Site Improvements Predevelopment Services 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 Part 1 of 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 an The above hourly rates shall be increased by three percent (3%) on each anniversary



of this 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 (i) vendors/subcontractors set forth in Part 2 of Exhibit B or subsequently approved by the CRA, and (ii) 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.

4. Development Work.

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

b. Itemized expenses for vendors/subcontractors set forth in Part 2 of Exhibit B or subsequently approved by the CRA.

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