



**CITY OF CARSON
And
CARSON REDEVELOPMENT AGENCY**

CONTRACT DOCUMENTS

CONSTRUCTION MANAGEMENT SERVICES

Project No. 919

WILMINGTON AVENUE INTERCHANGE MODIFICATION AT THE I-405 FREEWAY

WITH

TCM GROUP, INC.

EXHIT NO. 3

AGREEMENT TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES FOR THE CARSON REDEVELOPMENT AGENCY AND THE CITY OF CARSON

This CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into this 17th day of February 2009, by and between the CITY OF CARSON, a general law city and a municipal corporation / the CARSON REDEVELOPMENT AGENCY, a public body, corporate & politic, and a political subdivision of the State of California ("Agency"), and TCM GROUP, INC., a California corporation ("Engineer"). The term Engineer includes qualified professional engineers acting to render construction management services of any kind. The parties hereto agree as follows:

1.0 SERVICES OF ENGINEER

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, the Engineer shall provide those services specified in the "Scope of Services" in connection with that certain project identified as: Wilmington Avenue Interchange Modification at the I-405 Freeway, Project No. 919, attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. The Development Services Group (DSG) General Manager, or his or her designee, shall have the right to review and inspect the work during the course of its performance at such times as may be specified by the General Manager. As a material inducement to the Agency entering into this Agreement, Engineer represents and warrants that Engineer is a provider of first class work and services and Engineer is experienced in performing the work and services contemplated herein and, in light of such status and experience, Engineer covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Post Award Audit. DELETED (N/A)

1.3 Engineer's Proposal. The Scope of Services shall include the Engineer's proposal or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.4 Compliance with Law. All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the Agency and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered.

1.5 Licenses, Permits, Fees and Assessments. Engineer shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law, including a City of Carson business license as required by the Carson municipal code, for the performance of the services required by this Agreement. Engineer shall have the sole obligation to pay for any fees,

assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Engineer's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless Agency against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against Agency hereunder.

1.6 Familiarity with Work. By executing this Contract, Engineer warrants that Engineer (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Engineer warrants that Engineer has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Engineer discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Engineer shall immediately inform the Agency of such fact and shall not proceed except at Engineer's risk until written instructions are received from the Contract Officer.

1.7 Care of Work. The Engineer shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by Agency, except such losses or damages as may be caused by Agency's own negligence.

1.8 Further Responsibilities of Parties. Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.9 Additional Services. DELETED

1.10 Engineer's Personnel. All services required under this Agreement will be performed by Engineer, or under Engineer's direct supervision, and all personnel shall possess the qualifications, permits and licenses required by State and local law to perform such services.

Engineer shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this Agreement.

Engineer shall be responsible for payment of all employees' and subcontractor's wages and benefits, and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security, and any other employee benefits.

Engineer shall indemnify and hold harmless the Agency from any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices.

1.11 Hazardous Materials. Notwithstanding any other provision of this Agreement, the Engineer and Engineer's sub-consultants shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, mold, polychlorinated biphenyl (PCB) or other toxic substances.

1.12 Design Standards. The following standards shall apply to and govern the design of this project:

- (a) Standard Specifications for Public Works Construction (latest edition)
- (b) State of California, Department of Transportation, Standard Specifications (latest edition).

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, the Engineer shall be compensated in accordance with the "Cost Proposal" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of **Two Million Nine Hundred and Ninety Eight Thousand, Seven Hundred and Eighty Eight Dollars and Zero Cents (\$2,998,788.00)** ("Contract Sum"), except as provided in Section 1.9. The Contract Sum shall include the attendance of Engineer at all project meetings reasonably deemed necessary by the Agency; Engineer shall not be entitled to any additional compensation for attending such meetings.

Agency shall reimburse the Engineer for actual hours incurred by the Engineer in performance of the work per discipline at the billing rates as indicated on Exhibit "C". Annual escalation may be allowed in Agency's sole discretion at a rate not to exceed 5% commencing in January of each year.

Agency shall reimburse Engineer for its direct non-salary costs which are directly attributable and properly allocable to the project. Direct non-salary costs include Engineer's payment to others engaged by Engineer on work necessary to fulfill the terms of this Agreement as indicated on Exhibit "C", attached hereto, and incorporated by this reference.

Agency shall reimburse Engineer, in accordance with Department of Personnel Administration (DPA) Guidelines, for travel expense of Engineer necessary to fulfill the terms of this Agreement which have been approved in advance in writing by Agency, including airfare and out-of-pocket costs, for employees while away from their regular place of duty and directly engaged on the project.

2.2 Cost Principles. Engineer agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, part 31.000 et seq., shall be used to determine eligibility of individual items of cost.

EQUIPMENT PURCHASE

- A. Prior authorization in writing, by the Agency's Contract Manager shall be required before the Engineer enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or Engineer services. The Engineer shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in the Engineer's Cost Proposal and exceeding \$5,000 prior authorization by the Agency's Contract Manager; three

competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

- C. Any equipment purchased as a result of this contract is subject to the following: "The Engineer shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the Agency shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, the Engineer may either keep the equipment and credit the Agency in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established Agency procedures; and credit the Agency in an amount equal to the sales price. If the Engineer elects to keep the equipment, fair market value shall be determined at the Engineer's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by the Agency and the Engineer, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the Agency."
- D. All subcontracts in excess \$25,000 shall contain the above provisions.

2.3 Administrative Requirements. Engineer agrees to comply with Federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Government.

2.4 Method of Payment. This contract is an "hourly billing rate of compensation" agreement. But the total compensation for each discipline shall not exceed the negotiated amount shown on Exhibit "C". Engineer's invoices shall be submitted once every month in the form approved by the Agency's Administrative Services General Manager and shall include the number of hours worked for each discipline listed on Exhibit "C" at the hourly billing rates for employees engaged on the project. Agency shall pay said invoices within thirty (30) days following receipt from Engineer and approval by Agency original invoices. Except as provided in Section 7.3, Agency shall pay Engineer for all expenses stated thereon which are approved by Agency pursuant to this Agreement no later than the last working day of the month.

2.5 Availability of Funds. It is mutually understood between the parties that this Agreement is valid and enforceable only if sufficient funds are made available by the City Council of the City of Carson for the purposes of this Agreement. The availability of funding is affected by matters outside the Agency's control, including other governmental entities. Accordingly, the Agency has the option to void the whole Agreement or to amend the Agreement to reflect unanticipated reduction in funding, for any reason.

2.6 Retention. Agency shall withhold 5% of each progress payment. The amount retained for each phase of the work shall be paid after satisfactory performance and completion of each Task of the work as defined in Exhibit "A", Scope of Work

3.0 PERFORMANCE SCHEDULE

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

3.2 Schedule of Performance. The execution of this Agreement by the parties does not constitute an authorization to proceed. This Agreement shall go into effect on **July 1, 2010** and

the Engineer shall commence work after notification to proceed by the Agency, acting by and through its DSG General Manager. The contract shall end on **December 31, 2012**, unless extended by contract amendment. The work described in Exhibit "A" as Task A.1 through Task A.3.4 shall be completed within 720 calendar days, which includes construction period and the post construction services, following Engineer's receipt of the Notice to Proceed, in accordance with Exhibit "B" and Exhibit "C", project schedule and estimated fee. Engineer shall have no claim for compensation for any services or work which has not been authorized in writing by the Agency's Notice to Proceed

3.3 Extension of Time for Completion of Work. If, at any time, the work is delayed due to a suspension order by Agency, or due to any other cause which, in the reasonable opinion of the Agency, is unforeseeable and beyond the control and not attributable to the fault or negligence of Engineer, then Engineer shall be entitled to an extension of time equal to said delay, subject to the Agency's right to terminate this Agreement pursuant to Section 7.8.

Engineer shall submit to Agency a written request for an extension of time within ten (10) days after the commencement of such delay, and failure to do so shall constitute a waiver thereof. Agency shall, in its sole discretion, determine whether and to what extent any extensions of time shall be permitted.

No extension of time requested or granted hereunder shall entitle Engineer to additional compensation unless, as a consequence of such extension, additional work must be performed. In such event, Agency shall in good faith consider any request for additional compensation submitted by Engineer.

3.4 Force Majeure. The time period(s) specified in Exhibit "B" 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 Engineer, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the Agency, if the Engineer 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 Engineer be entitled to recover damages against the Agency for any delay in the performance of this Agreement, however caused, Engineer's sole remedy being extension of the Agreement pursuant to this Section.

4.0 COORDINATION OF WORK

4.1 Representative of Engineer. The following principals of Engineer are hereby designated as being the principals and representatives of Engineer authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

S. MICHAEL TAHAN.
Vice President
TCM Group, Inc.
3130-B Inland Empire Blvd
Ontario, CA 91764
(909) 527-8580

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

The Contract Officer shall be:

M. Victor Rollinger, P.E.
Development Services Group General Manager
City of Carson
701 E. Carson Street
Carson, CA 90745

4.3 Modification of Personnel. The experience, knowledge, capability and reputation of Engineer, its principals and employees were a substantial inducement for the Agency to enter into this Agreement. Therefore, Engineer shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the Agency. No person named in the original proposal, or his/her successor approved by the Agency, shall be removed or replaced by Engineer, nor shall his/her agreed-upon function or level of commitment hereunder be changed, without the prior written consent of Agency. Should the services of any key person become no longer available to Engineer due to death, retirement, injury, illness or if the person is no longer employed by Engineer, the resume and qualifications of the proposed replacement shall be submitted to Agency for approval no more than ten (10) calendar days following Engineer's receipt of notice of future unavailability of the key person. Agency shall respond to Engineer within seven (7) calendar days following receipt of the qualifications concerning acceptance of the candidate for replacement.

4.4 Liquidated Damages for Modification of Personnel. Engineer acknowledges and agrees that the key personnel identified in the proposal are an essential element of this Agreement and that reassigning or reducing the commitment level of such key personnel will result in damages being sustained by Agency. Since it is impracticable and extremely difficult to ascertain and determine the actual damages, which would accrue to Agency in such event, it is further agreed that should the Engineer reassign, remove or reduce the full-time status of the key personnel, within the first two years of this Agreement, Engineer agrees to pay Agency liquidated damages in the amount of Twenty-Five Thousand Dollars (\$25,000.00) per each instance as deemed compensation to Agency for such damages. Engineer understands and agrees that any damages payable in accordance with this provision are in the nature of liquidated damages and not a penalty and such sums are reasonable under the circumstances existing as of the proposal date. Agency shall have the

right to deduct any amount owed by Engineer to Agency hereunder from any amount owned by Agency to Engineer, including any retention which may be payable by Agency to Engineer.

4.5 Prohibition Against Subcontracting or Assignment. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of Agency; provided, however, that claims for money due or to become due to Engineer from Agency under this Agreement may be assigned to a bank, trust company or other financial institution without such approval. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Engineer, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Engineer or any surety of Engineer of any liability hereunder without the express consent of Agency.

4.6 Proposed Delegation, Assignment or Subcontract. Any proposed delegation, assignment, or subcontract shall provide a description of the services to be covered, identification of the proposed assignee, delegee, or subcontractor, and an explanation of why and how the same was selected, including the degree of competition involved. Any proposed agreement with an assignee, delegee, or subcontractor shall include the following:

- (a) The amount involved, together with Engineer's analysis of such cost or price.
- (b) A provision requiring that any subsequent modification or amendment shall be subject to the prior written consent of the Agency.

Any assignment, delegation, or subcontract shall be made in the name of the Engineer and shall not bind or purport to bind Agency and shall not release the Engineer from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees, and subcontractors. No such assignment, delegation or subcontract shall result in any increase in the amount of total compensation payable to Engineer under this Agreement.

Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors. All contracts with subcontractors shall contain all of the following provisions: Section 2.1, Contract Sum; Section 2.2, Cost Principles; and Section 2.3, Administrative Requirements; Section 2.6, Retention; and Section 6.2, Records.

4.7 Independent Contractor. Engineer shall have no power or authority to incur any debt, obligation, or liability on behalf of the Agency or otherwise act on behalf of Agency as an agent. Neither the Agency nor any of its employees shall have any control over the manner, mode or means by which Engineer, its agents or employees, perform the services required herein, except as otherwise set forth herein. Agency shall have no voice in the selection, discharge, supervision or control of Engineer's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Engineer shall perform all services required herein as an independent contractor of Agency and shall remain at all times as to Agency a wholly independent contractor with only such obligations as are consistent with that

role. Engineer shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of Agency. Agency shall not in any way or for any purpose become or be deemed to be a partner of Engineer in its business or otherwise or a joint venturer or a member of any joint enterprise with Engineer. Engineer agrees to pay all required taxes on amounts paid to Engineer under this Agreement, and to indemnify and hold Agency harmless from any and all taxes, assessments, penalties, and interest asserted against Agency by reason of the independent contractor relationship created by this Agreement. Engineer shall fully comply with the workers' compensation law regarding Engineer and Engineer's employees. Engineer further agrees to indemnify and hold Agency harmless from any failure of Engineer to comply with applicable worker's compensation laws. Agency shall have the right to offset against the amount of any fees due to Engineer under this Agreement any amount due to Agency from Engineer as a result of Engineer's failure to promptly pay to Agency any reimbursement or indemnification arising under this section.

5.0 INSURANCE AND INDEMNIFICATION

5.1 Insurance. Engineer shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to Agency, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the materially equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$2,000,000 general aggregate.

(b) Workers' Compensation Insurance. A policy of workers' compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.

(c) Automotive Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than \$1,000,000 per accident, combined single limit. Said policy shall include coverage for owned, non-owned, leased and hired cars.

(d) Professional Liability Insurance. A policy of professional liability insurance in an amount not less than \$5,000,000 per claim with respect to loss arising from the actions of Engineer performing professional services hereunder on behalf of the Agency.

All of the above policies of insurance shall be primary insurance and shall name the Agency, its officers, employees and agents as additional insured, except for Workers Compensation and Professional Liability Insurance. The insurer shall waive all rights of subrogation and contribution it may have against the Agency, its officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may be not cancelled, terminated or reduced without providing thirty (30) days prior written notice by registered mail to the Agency. In the event any of said policies of insurance are cancelled or amended, Engineer shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or

services under this Agreement shall commence until Engineer has provided Agency with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by Agency.

Policies providing for bodily injury and property damage coverage shall contain a "Severability of Interest" clause and an elimination of any exclusion regarding loss or damage to property caused by explosion or resulting collapse of buildings or structures or damage to property underground, commonly referred to by insurers as the "XCU" hazards.

Engineer agrees that the provisions of this Section 5.1 shall not be construed as limiting in any way the extent to which Engineer may be held responsible for the payment of damages to any persons or property resulting from Engineer's activities or the activities of any person or persons for which Engineer is otherwise responsible.

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 by the Risk Manager of the Agency due to unique circumstances.

In the event the Engineer subcontracts any portion of the work in compliance with Section 4.6 of this Agreement, the contract between the Engineer and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Engineer is required to maintain pursuant to this Section 5.1, except the Professional Liability Insurance which should be not less than \$1,000,000.

Any policy or policies of insurance that Engineer elects to carry as insurance against loss or damage to its equipment and tools or other personal property used in the performance of this Agreement shall include a provision waiving the insurer's right of subrogation against the Agency.

5.2 Indemnification. Engineer agrees to indemnify Agency, its officers, agents, employees, and elected or appointed officials from and against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (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 of Engineer, its agents, employees, subcontractors, or invitees, provided for herein, or arising from the negligent acts or omissions of Engineer hereunder, or arising from Engineer's negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, whether or not there is concurrent passive or active negligence on the part of the Agency, its officers, agents or employees except to the extent arising from the negligence or willful misconduct of the Agency, its officers, agents or employees, who are directly responsible to the Agency, and in connection therewith:

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

(b) Engineer will promptly pay any judgment rendered against the Agency, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Engineer hereunder; and Engineer agrees to save and hold the Agency, its officers, agents, and employees harmless therefrom;

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

6.0 RECORDS AND REPORTS

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

6.2 Records. Engineer shall keep such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer or the California Department of Transportation to evaluate the performance of such services. The Contract Officer and the California Department of Transportation shall have full and free access to such books and records at all times during normal business hours of Agency, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the project is "accepted as complete" by the city of Carson City Council and the Carson Redevelopment Agency Board, and the State, the State Auditor, Local Agency, FHWA, or any duly authorized representative of the federal government shall have access to any books, records, and documents of the Consultant that are pertinent to the contract for audit, examination, excerpts, and transaction, and copies thereof shall be furnished if requested. Accounting records shall be kept indefinitely due to ongoing audits until notified by the California Department of Transportation.

RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; the Engineer, subcontractors, and the Agency shall maintain all books, documents, papers,

accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, the State Auditor, Agency, FHWA, or any duly authorized representative of the federal government shall have access to any books, records, and documents of the Engineer that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

Subcontracts in excess of \$25,000 shall contain this provision.

6.3 Ownership of Documents. All reports, records, documents and other materials prepared by Engineer, its employees, subcontractors and/or agents in the performance of this Agreement shall be the property of Agency and shall be delivered to Agency upon request of the Contract Officer or upon the termination of this Agreement, and Engineer shall have no claim for further employment or additional compensation as a result of the exercise by Agency of its full rights of ownership of the documents and materials hereunder. Any use of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Engineer will be at the Agency's sole risk and without liability to Engineer, and the Agency shall indemnify the Engineer for all damages resulting therefrom. Engineer may retain copies of such documents for its own use. Engineer shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to Agency of any documents or materials prepared by them, and in the event Engineer fails to secure such assignment, Engineer shall indemnify Agency for all damages resulting therefrom. If this Agreement is terminated according to Section 7.8, the Engineer shall have no responsibility or liability for any use by the Agency of unfinished documents or documents or other materials revised by the Agency without the written approval of the Engineer.

6.4 Release of Documents. The reports, records, documents and other materials prepared by Engineer in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer.

CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to the City of Carson and the Agency's operations, which are designated confidential by the City/Agency and made available to the Engineer in order to carry out this contract, shall be protected by the Engineer from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by the Agency relating to the contract, shall not authorize the Engineer to further disclose such information, or disseminate the same on any other occasion.
- C. The Engineer shall not comment publicly to the press or any other media regarding the contract or the Agency's actions on the same, except to the Agency's staff, Engineer's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.
- D. The Engineer shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by the Agency, and receipt of the Agency's written permission.

- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

6.5 Data Provided to Engineer. Agency shall provide to Engineer, without charge, all data, including reports, records, maps, and other information, now in the Agency's possession, which may facilitate the timely performance of the work described in Exhibit "A."

6.6 Patent Rights. The insurance of a patent or copyright to Engineer or any other person shall not affect Agency's rights to the materials and records prepared or obtained in the performance of this Agreement. Agency reserves a license to use such materials and records without restriction or limitation, and Agency shall not be required to pay any additional fee or royalty for such materials or records. The license reserved by Agency shall continue for a period of fifty years from the date of execution of this Agreement, unless extended by operation of law or otherwise.

6.7 Copyrights. The Agency may permit copyrighting reports or other products of this Agreement. Agency, Caltrans, and/or the Federal Highway Administration, shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for government purposes. The Engineer shall have no liability for any data used on any other project or extension of this project.

7.0 ENFORCEMENT OF AGREEMENT

7.1 California Law. This Agreement shall be construed and interpreted 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, or any other appropriate court in such county, and Engineer covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. Engineer shall comply with all Federal, State, and local laws and ordinances applicable to the work including compliance with prevailing wage rates and their payment in accordance with California Labor Code Section 1775.

7.2 Disputes. In the event of any dispute arising under this Agreement, the injured party shall notify the injuring party in writing of its contentions by submitting a claim therefor. The injured party shall continue performing its obligations hereunder so long as the injuring party completes to cure such default within ten (10) days of service of such notice, or such longer period as may be permitted by the injured party; provided that if the default is an immediate danger to the health, safety and general welfare, such immediate action may be necessary. Compliance with the provisions of this Section shall be a condition precedent to termination of this Agreement for cause and to any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit Agency's or the Engineer's right to terminate this Agreement without cause pursuant to Section 7.8.

7.3 Retention of Funds. Engineer hereby authorizes Agency to deduct from any amount payable to Engineer (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate Agency for any losses, costs, liabilities, or damages suffered by Agency, and (ii) all amounts for which

Agency may be liable to third parties, by reason of Engineer's acts or omissions in performing or failing to perform Engineer's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Engineer, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, Agency may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of Agency to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Engineer to insure, indemnify, and protect Agency as elsewhere provided herein.

7.4 Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. 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. In no event shall the making by Agency of any payment to Engineer constitute or be construed as a waiver by Agency of any breach of covenant, or any default which may then exist on the part of Engineer, and the making of any such payment by Agency shall in no way impair or prejudice any right or remedy available to Agency with regard to such breach or default.

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

7.6 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

7.7 Termination Prior to Expiration of Term. This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The Agency reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' advance written notice to Engineer, except that where termination is due to the fault of the Engineer, the period of notice may be such shorter time as may be determined by the Contract Officer. Upon receipt of any notice of termination, Engineer shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. If this Agreement is terminated by Agency as provided herein, Engineer will be paid a total amount equal to its costs as of the termination date, plus ten percent (10%) of that amount for profit, except as provided in Section 7.3. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Agreement. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2. The Engineer shall have no responsibility or liability for any use by the Agency of unfinished documents or documents or other materials revised by the Agency without the written approval of the Engineer.

7.8 Termination for Default of Engineer. The Contract Officer may, by written notice to Engineer, terminate the whole or any part of this Agreement in any of the following circumstances:

(a) If Engineer fails to perform the services required by this Agreement within the time specified herein or any authorized extension thereof; or

(b) If Engineer fails to perform the services called for by this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these circumstances does not correct such failure within a period of ten (10) days (or such longer period as Agency may authorize in writing) after receipt of notice from Agency specifying such failure.

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

If this Agreement is terminated as provided in this Section, Agency may require Engineer to provide all finished or unfinished documents, data, studies, drawings, maps, photographs, reports, etc., prepared by Engineer. Upon such termination, Engineer shall be paid an amount equal to the contract amount, less the cost of hiring another consultant to complete Engineer's services. In the event no new consultant is employed, Engineer shall be paid an amount equal to the value of the work performed. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents whether delivered to Agency or in possession of Engineer, and to authorized reimbursement expenses.

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

8.0 AGENCY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

8.2 Conflict of Interest. No officer or employee of the Agency shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Engineer warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. When requested by the Contract Officer, prior to the Agency's execution of this Agreement, Engineer shall provide the Agency with an executed statement of economic interest.

8.3 Covenant Against Discrimination. Engineer 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, marital status, national origin, or ancestry in the performance of this Agreement. Engineer shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry. Affirmative action relating to employment shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

The provisions of Section 8.3 above shall be included in all solicitations or advertisements placed by or on behalf of Engineer for personnel to perform any services under this Agreement. Agency shall have access to all documents, data and records of Engineer and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section, and all applicable provisions of Executive Order No. 11246 which is incorporated herein by this reference. A copy of Executive Order No. 11246 is available for inspection and on file with the Engineering Services Division.

8.4 Employment of City of Carson Residents. To the greatest extent feasible, Engineer shall endeavor to employ residents of the City of Carson in the rendering of the services required by this Agreement. All solicitations for employment arising in whole or in part out of the execution of this agreement, whether full-or part-time, new or replacement hires, shall be listed with the Carson Job Clearinghouse and the Workforce Investment Network Board. To list employment opportunities contact:

Workforce Investment Network Board
One Civic Plaza, Suite 500, Carson Ca. 90745 (310) 518-8200

9.0 MISCELLANEOUS PROVISIONS

9.1 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 the Agency, to the Agency Manager and to the attention of the Contract Officer, CARSON REDEVELOPMENT AGENCY, 701 East, Carson Street, CARSON, California 90745, and in the case of the Engineer, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Receipt of Notices. Except where verbal or oral notification is specifically provided for within this Agreement, any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during regular business hours or by facsimile before or during regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore set forth in Sections 4.1 and 4.2 of this Agreement, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section. Notices shall be sent to the representatives of the parties to this Agreement identified in Sections 4.1 and 4.2 of this Agreement.

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

9.4 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.

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

9.6 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

9.7 Exhibits. The following exhibits to which reference is made in this Agreement are deemed incorporated herein in their entirety:

- (a) Exhibit "A" Scope of Services
- (b) Exhibit "B" Project Schedule
- (c) Exhibit "C" Fee Proposal
- (d) Exhibit "D" Professional Liability Special Endorsement of Insurance Company's Certificate of Insurance

9.8 Effective Date. This Agreement shall become effective as of the date set forth on the first page when the last of the parties, whether Agency or Engineer, executes said Agreement.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement to be effective December 16, 2008.

"AGENCY":

CITY OF CARSON, a municipal corporation and
CARSON REDEVELOPMENT AGENCY,
a public body, corporate & politic, and a political
subdivision of the State of California

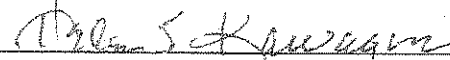
By:



Agency Chairman / Mayor Jim Dear

ATTEST:

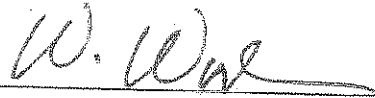
By:



Helen M. Kawagoe, CMC/MMC,
Agency Secretary/City Clerk

APPROVED AS TO FORM:

By:



Agency Counsel/City Attorney

"ENGINEER":

TCM GROUP INC.,
A California corporation

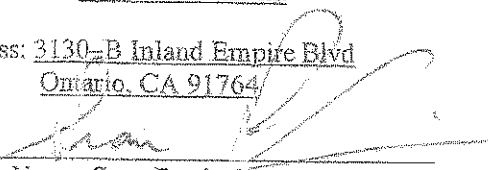
By:



Name: S. Michael Tahan
Title: Sr. Vice President

Address: 3130-B Inland Empire Blvd
Ontario, CA 91764

By:



Name: Sean Roubian
Title: Vice President

Address: 3130-B Inland Empire Blvd
Ontario, CA 91764

[END OF SIGNATURES]

EXHIBIT A

CONSTRUCTION MANAGEMENT SERVICES FOR THE IMPROVEMENTS TO THE I-405 / WILMINGTON AVENUE INTERCHANGE PROJECT CITY OF CARSON

January 23, 2009

Project Description

The I-405 / Wilmington Avenue Interchange Improvement Project (Project) will reconfigure existing on and off-ramps from NB and 5B I-405, construct new on-ramp to 5B I-405, reconstruct Wilmington Avenue and Lenardo Drive together with new bridge over Torrance Lateral Channel. Improvements include: bridge widening on the mainline over 213th Street, masonry block soundwall, seven retaining walls, concrete and MBGR barrier, curb, gutter and sidewalk, medians, signal, striping, signing and pavement delineation. All work will be completed in conformance with the Caltrans approved plans and specifications, issued permits, and approved agreements.

All consultant services provided under this Agreement will be in general conformance with the City of Carson (City), and Caltrans standards and policies as applicable. Improvements within LA County's jurisdiction will adhere to their standards as a minimum. Consultant services will be provided as follows:

A.1 Pre-Construction Phase Services

Task A.1.1 Constructability Review – Consultant will perform a constructability review of the 95% complete project plans shortly after the Construction Management Agreement (Agreement) is awarded. The review will consist of the following:

- a. A completeness and accuracy check to identify possible conflicts, discrepancies, and errors or emissions in the plans and specifications.

- b. A review to validate the reasonableness of the specified schedule, that the contract documents are coherent and effective, and that site conditions, work areas, permit and utility requirements, and other contractor constraints are clearly addressed.
- c. Identification of areas where time and cost can be minimized.
- d. A check to determine that no extraneous requirements are included.
- e. Verification that the contract documents contain sufficient provisions to effectively manage the contract.

Any discrepancies found in the constructability review will be brought to the attention of City and the Design Engineer.

Task A.1.2 Kick-Off Meeting – Consultant will arrange and participate in a kick-off meeting to establish a Project Management Team consisting of involved Consultant staff, City staff, and Design Consultant personnel. The purpose of this meeting is to review the construction contract documents, clarify issues, establish working relationships, and review and verify mutual understanding of contract administration issues.

Task A.1.3 Assist with Plans Approval – Consultant will meet with the Design Engineer and establish a workable schedule for incorporating constructability review comments in the final design submittal. Consultant will monitor schedule milestones for final plans delivery and keep the City informed about the progress. Consultant will provide assistance to the City to obtain approval of the plans by Caltrans.

Task A.1.4 Review Contract Documents – Consultant will review the construction contract documents to verify that obligations placed upon the contractor are consistent with the needs and expectations of City and that these obligations are sufficient to allow Consultant to work effectively with the contractor in the best interest of City.

Task A.1.5 Contract Administration – Consultant will establish record keeping, documentation, and contract administration systems, which will generally follow Caltrans procedures. Upon approval by City, the systems will be implemented on the Project. The procedures will reference the applicable sections of the Project Special Provisions (SP), the Standard Specifications for Public Works Construction (SPWC), Latest Edition, the Standard Specification (SSP) issued by the State of California Department of Transportation, Latest Edition, as indicated in the contract documents, the Caltrans Construction Office Procedures, Construction Records and Procedures, and Survey Manuals, and other City, County, and Caltrans manuals as they may apply.

Task A.1.6 Submittal Process – Consultant will establish, with the assistance of the Design Engineer, a list of the submittals that will be required of the contractor with due dates to support expected schedule activities. Design Engineer will review all project submittals and provide recommendation for approval or rejection.

Task A.1.7 NPDES Permit – Consultant will verify that City and / or contractor has obtained the required permits, if required by the Regional Water Quality Control Board and other agencies, and monitor compliance with the provisions of the permit requirements throughout the Project duration.

Task A.1.8 Bid Management – Consultant will assist City in preparing for the administration of the pre-bid meetings in order to attract a broad array of bidders and assist those bidders in understanding the appropriate scope of work, bid submittal conditions and dates, contract terms, and Project schedules. Consultant will monitor bidder questions and review all addenda that are issued by the Design Engineer. Consultant will assist City in receiving and evaluating submitted bids. Consultant assigned Resident Engineer (RE) will assist with the determination of the apparent low bidder for the bid package.

Task A.1.9 Pre-Construction Conference – Consultant will conduct a pre-construction conference with all involved agencies, utilities, and the contractor as they prepare to mobilize for the Project. The RE will review with the contractor, on an overall basis, the plans and specifications for the contractor's work, and its interrelationship with other work which will take place in the construction vicinity, in an effort to gain the contractor's full understanding of the Project. The RE will emphasize major contract requirements in order that the contractor has a clear understanding of its responsibility for general condition items, labor compliance, material staging, parking, access to the site, location of contractor's field office, and housekeeping responsibilities, including specific responsibilities for removal of debris and trash. The

RE will apprise the contractor of any contract requirements regarding security matters such as fences, lighting, guard services, and posting of signs.

Vehicles, Communications – Consultant will provide vehicles and communication devices required for its personnel.

A.2 Construction Phase Services

Task A.2.1 Coordination of Contract Execution – Consultant will mobilize the RE to the Project site as soon as the Agreement is approved and will mobilize the field staff to the Project site as soon as construction is ready to begin. The RE and the field staff will be housed in the field office provided by the contractor and located near the Project site. City will provide temporary facilities for the RE until the field office is ready for use. The RE will implement the record keeping documentation and contract administration systems developed during the preconstruction phase.

Task A.2.2 Communication – The TCM Groups Team, as an agent to the City, will communicate directly with the Contractor and the City's Design Consultant. The TCM Groups Team will report to the City regarding the progress of the project and will provide information, as requested by the City, to the local community and other agencies as directed by the City.

The Resident Engineer and his field staff will be responsible for the day-to-day communication with the Contractor, and the Resident Engineer represents the highest authority at the project site. The Resident Engineer's responsibilities include addressing and resolving project issues that impede progress, coordinating with the City's Design Consultant in addressing Requests for Information and resolving plan discrepancies, and directing and coordinating the field staff to ensure that the Contractor is complying with the contract documents.

The Project Manager will act as the sponsor to the Resident Engineer and will assist in the preparation of contract documents and interpretation of the contractual Issues between TCM Groups and the City. The Project Manager and / or Resident Engineer will represent the field staff in presentations to the City or at public events on behalf of the City as requested by the City.

Task A.2.3 Scheduling – Consultant will monitor the contractor's compliance with the contract scheduling requirements. Consultant's major task associated with the overall scheduling requirements will be to:

- a. Review the contractor's initial baseline schedule to determine that it is properly prepared, that the milestone dates meet the overall schedule, and that no major conflicts exist.
- b. Review progress attained against the approved schedule updates to adequately record work-in-place, detect any potential delays, and review the contractor's plan for implementation of remedial measures, when appropriate, to recover or maintain progress.
- c. In conjunction with City, review and negotiate schedule adjustments with the contractor which may be required due to weather, change orders, or other impacts requiring schedule adjustments.

Task A.2.4 Progress Pay Estimate – Consultant will review the contractor's progress pay estimates in accordance with the contract requirements. Payments on progress estimates will be supported by source documents which represent measured quantities. A complete and accurate pay estimate will be forwarded to City for payment. Consultant will maintain a current estimate of overall construction costs.

Task A.2.5 Submittal / RFI Management – Consultant will maintain a log of, and manage, the shop drawings and sample / submittal process to determine that:

- a. All short-term look ahead schedules contain critical submittal dates, and the logs reflect the same.
- b. Submittals from the contractor are received, logged, and processed timely.
- c. Submittals are reviewed in a timely fashion by the Design Consultant and returned to the contractor to minimize lost production time.

- d. Logs are updated on a regular basis.
- e. Shop drawings have been approved and returned before associated work has begun.
- f. A copy of all submittals is maintained in the file.

Consultant will maintain a log of Requests for Information (RFI) and coordinate review and response with the Design Engineer.

Task A.2.6 Change Order Management – Consultant will investigate all proposed change order requests submitted by the contractor. Change order submittals will include supporting records. Consultant's investigation will include the impacts on the Project schedule and budget and will include a recommendation for approval or rejection.

Consultant will review necessary and desirable changes to the Project, advise City of change order impacts, and, when required, make recommendations regarding the resulting change order costs.

Consultant will:

- a. Assemble documentation to include such items as inspection reports, test reports, drawings, sketches, photographs, and other materials as required.
- b. Prepare change order estimates, consisting of a detailed cost estimate conforming to City and Caltrans procedures and forms; assess the impacts of the proposed change on the contractor's schedule and operations; and prepare a written report summarizing the impact of the proposed change in terms of extra costs, cost savings, schedule, and effect on contractor's obligations.

- c. Evaluate the contractor's price proposals for reasonableness and accuracy of construction quantities, rates and unit prices, and time and schedule impacts.
- d. Maintain a change order log as a means to tracking change order proposals through the review and approval process. Consultant will establish files for potential change orders or claims such as to accumulate documentation should the issues result in a change order or claim at a later date.

Task A.2.7 Construction Inspection – Consultant will implement inspection guidelines for monitoring the quality of the contractor's work. Each member of the Consultant's construction management staff will be familiar with the construction drawings and specifications, as well as the industry and Caltrans codes, City requirements, and standards and specifications that are incorporated into the design by reference. Consultant will be familiar with a variety of other information, including permit and license terms and conditions, any applicable provisions of environmental protection plans and procedures, and the Project schedule.

Consultant will be responsible for inspection and documentation of all roadway / structures construction tasks, including, but not limited to: retaining walls, bridges, detours, construction staging, utility coordination, traffic access, pedestrian access, drainage, embankment construction, clearing and grubbing, lead handling, NPDES requirements, freeway closures, lane closures, base and surfacing, pavement delineation, signing, traffic signals and lighting and erosion control.

Consultant will, upon witnessing any materials, erection or installation process, or levels of quality that do not meet the requirements of the construction contract documents, issue a Non-Conformance Report notifying the contractor of such deviation and request a written plan from the contractor for proposed corrective action. Copies will be forwarded to City, Design Engineer and any other parties involved. After the correction plan is reviewed, approved and implemented, Non-Conformance Resolution Report will be prepared and filed.

Task A.2.8 QA / Materials Testing (Time and Materials) – Consultant will provide materials sampling and testing which will include all testing normally required by City and Caltrans. These tests will be conducted in accordance with City and Caltrans frequencies and approved procedures in accordance with the construction contract plans and specifications. Testing will be performed in accordance with the applicable materials testing manuals. Consultant will review the results of all testing

materials quality inspections and will then make recommendations to City regarding the remedial actions required to correct unacceptable portions of the contractor's work. Final Material Testing Report will be prepared at the end of the project.

Task A.2.9 Traffic and Signal – Consultant will review contractor's traffic control, stage construction, freeway closure, and detour plans for capacity and traffic safety. All lane closures will be processed in accordance with contract requirements through Caltrans and City. Traffic signals and lighting work will be coordinated with City and Caltrans for approval and acceptance.

Task A.2.10 Document Control – To accurately document the progress of the project and to assist in the management of the projects completion, the TCM Groups Team will establish recordkeeping system in accordance with Caltrans policies and procedures and in accordance with the federal requirements for the disbursement of the funds provided to the City. The TCM Groups Team will continuously take and log digital photographs of the project to document general progress as well as items of concern.

Task A.2.11 Safety – The contractor has the sole responsibility for compliance with safety requirements on the construction contract. Consultant's staff will monitor the contractor's work with respect to construction safety standards and advise the Contractor and City of observed deficiencies. The Construction Safety Orders, the Caltrans Safety Manual, and the contractor's safety plan will guide Consultant's field safety monitoring program. Consultant staff will not be responsible for the safety of contractor's operations and personnel.

Task A.2.12 Jobsite Progress Meetings – Consultant will determine an appropriate schedule for conducting Project progress meetings. This schedule will be influenced by the level of Project activities and direction received from City. The principle purpose of the Project progress meetings will be to review progress and quality, notify the attendees of any contractor deficiencies, determine availability of labor, material, and equipment for upcoming work, coordinate utility outages and site disruptions, and address coordination matters. Additional special meetings may be required to address specific issues and conditions and to address special coordination conditions.

The RE will chair these meetings, conduct each meeting according to a published agenda, and have Minutes prepared and promptly distributed. Minutes will detail action

items, the discussions that ensued, and announce the time and date of the next meeting.

Task A.2.13 Project Survey – The contractor has the sole responsibility for field surveys for the construction of the project. Consultant, through ARCA, will perform field surveys to satisfy the City that the contractor's survey operations are being performed in accordance with Caltrans requirements. Consultant will monitor the contractor's work with respect to construction surveys and advise the Contractor and City of observed deficiencies.

A.3 Post-Construction Phase Services

Task A.3.1 Final Inspection and Punch List – Consultant will, in conjunction with City, inspect the near-completed facilities to identify discrepancies and deficiencies in the work performed by the contractor, and will subsequently prepare the necessary punch list to identify such items. Consultant will coordinate Safety Project Review by Caltrans and any other agencies that would require it. Upon correction and reinspection of omissions and deficiencies, the RE will report to City on the completion of the Project, recommend acceptance and approval of final payment to the contractor. If, before the final completion of the work, it is necessary for City (or a utility user) to take over, use, occupy, or operate any part of the completed or partly completed work, the RE will inspect that part of the work and complete punch lists detailing omissions and deficiencies.

Task A.3.2 As-Built Drawings – Consultant will regularly review the Project as-built drawings produced by the contractor and require that the as-built drawings reflect the current Project conditions. Consultant will provide City and the Design Engineer with a copy of the contractor's as-built drawings and sufficient additional information to prepare certified final record as-built drawings.

Task A.3.3 Project Closeout – Consultant will prepare and submit, in accordance with the direction of City, the final payment package to the contractor. Consultant will also submit all final Project records and reports (including laboratory and plant testing reports), manufacturer's certificates and videos of various phases of construction. Consultant will collect the release of any liens and forward them to City. Consultant will prepare and provide all standard reports required by Caltrans, including, but not limited to: material certification letters. Consultant will prepare the

Notice of Completion as part of Project closeout. Consultant will coordinate with Caltrans and City for acceptance of the improvements.

Task A.3.4 Claims Assistance (if required) – If Project-related disputes cannot be resolved in a manner acceptable to both, contractor and City; Consultant will assist City with a three-phase approach to claims resolution.

- a. Information Gathering, "Finding of Facts" – Consultant will examine pertinent documentation, field conditions, and other related details necessary to determine the facts of the dispute. Consultant will provide City with a written status report which analyzes the facts of the dispute and make recommendations as to the contractor's claim.
- b. Analysis, Strategy Formulation – If "Findings of Facts" does not result in a resolution of the matter, Consultant will perform a technical analysis of the "Findings of Facts" documents and recommend a strategy for resolving the situation.
- c. Negotiation, Resolution, Arbitration or Litigation – Consultant to provide City with support to the extent requested by City.

EXHIBIT B

PROJECT SCHEDULE

The anticipated timeline for this project is as follows:

Approval of PS&E	April 2010
Right of way acquisition	August 2010
Caltrans issuance of Construction Authorization-(E-76)	October 2010
Advertise Notice Inviting Bids	October 2010
Award of construction contract	December 2010
Completion of construction	December 2012

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EXHIBIT "C"

Construction Management Services
Cost Proposal-January 22, 2009

City of Carson
Wilmington Avenue Interchange
at I-405

Classification	Staff Member	Hours	Billing Rate	Cost
Pre-construction Phase (2 Months Duration)				
Project Manager/RE	Sean Rouhani, PE	200	\$ 222.22	\$ 44,444
Assistant RE/ Lead Inspector	Ziad Rizk, PE	160	\$ 184.90	\$ 29,584
Structure Rep/ Inspector	Gary Cavafian, PE	80	\$ 169.54	\$ 13,564
Specilty Inspector	TBD	60	\$ 136.75	\$ 8,205
Public Relations	Vanessa Barrientos	40	\$ 113.96	\$ 4,558
Office Engineer	TBD	80	\$ 99.72	\$ 7,977
Subtotal		620		\$ 108,333
Construction Phase (18 Months Duration)				
Project Manager/RE	Sean Rouhani, PE	2600	\$ 222.22	\$ 577,777
Assistant RE/ Lead Inspector	Ziad Rizk, PE	3000	\$ 184.90	\$ 554,700
Structure Rep/ Inspector	Gary Cavafian, PE	1959	\$ 169.54	\$ 332,087
Structures/Roadway Inspector	Tyrone Taylor - Caltrop	1246	\$ 169.62	\$ 211,279
Specilty Inspector	TBD - Uniplan	1713	\$ 111.38	\$ 190,752
Office Engineer	TBD	3000	\$ 113.96	\$ 341,880
Subtotal		13,517		\$ 2,208,475
Post-Construction Phase (1 Months Duration)				
Project Manager/RE	Sean Rouhani, PE	160	\$ 222.22	\$ 35,556
Assistant RE/ Lead Inspector	Ziad Rizk, PE	160	\$ 184.90	\$ 29,584
Office Engineer	TBD	160	\$ 99.72	\$ 15,954
Subtotal		480		\$ 81,094
Subtotal				\$ -
Total CM				\$ 2,397,902
Public Relations				
Public Relations	Vanessa Barrientos	465	\$ 113.96	\$ 52,991
Subtotal				\$ 52,991
Total CM including Public relations				Total CM \$ 2,450,893
Other Subconsultants				
Kleinfelder	Materials Testing		\$	\$ 314,047
P.A Arca	Suverying		\$	\$ 154,848
KEC	Utility Coordination		\$	\$ 75,000
Subtotal				\$ 543,895
Total Project cost				Total Cost \$ 2,994,788

Limitations & Conditions:

Construction duration is estimated at 18 months working days with 2 months for preconstruction 1 month or closeout.
Inspector will be fully equipped with vehicles, computers, tools, and equipment required to perform their tasks.
Construction office to be provided by contractor and approved as an allowance by TCM Project Manager.
Overtime and Weekend work is not included. Overtime is to be charged at 1.5 the above rate.
Cost proposal is subject to prevailing wage rates and prevailing wage rate changes for inspection.
Cost proposal is subject to 5% annual increase for non-prevailing rates.
Miscellaneous expenses includes stationeries and other items needed for CM team to be provided by the contractor



**CITY OF CARSON
And
CARSON SUCCESOR AGENCY**

**CONTRACT SERVICES
TIME EXTENSION AND NAME MODIFICATION**

CONSTRUCTION MANAGEMENT SERVICES

Project No. 919

WILMINGTON AVENUE INTERCHANGE MODIFICATION AT THE I-405 FREEWAY

WITH

**TCM GROUP, INC.
a HILL INTERNATIONAL COMPANY**

TIME EXTENSION AND NAME MODIFICATION

AGREEMENT TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES FOR THE CARSON SUCCESSOR AGENCY AND THE CITY OF CARSON

This CONTRACT SERVICES TIME EXTENSION AND NAME MODIFICATION AGREEMENT ("Agreement") is made and entered into this **19th** day of **February 2013**, by and between the CITY OF CARSON, a general law city and a municipal corporation / the CARSON SUCCESSOR AGENCY to Due Dissolved Carson Redevelopment Agency, a public body, corporate & politic ("Agency"), and TCM GROUP, INC., a Hill International Company a New Jersey corporation ("Engineer").

RECITALS

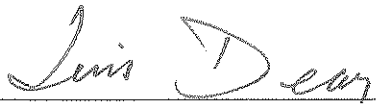
1. On May 17, 2009, parties hereto entered in to an agreement to provide construction management services for Project No. 919: Wilmington Avenue Interchange Modification at the I-405 Freeway.
2. In 2011, the Carson Redevelopment Agency was dissolved and the Carson Successor Agency was created.
3. On November 8, 2010, Hill International, the global leader in managing construction risk acquired TCM Group, Inc. Subsequently, TCM Group, Inc. requested that their name be modified to: TCM Group, Inc.; a Hill International Company.
4. It has been determined that the construction of the project did not commence prior to termination date of said agreement.

IT IS THEREFORE MUTUALLY AGREED

1. That the termination date specified in Section 3.2 of said original agreement shall now be December 31, 2015.
2. The signature page shall be modified to reflect the Engineer name modification and the Agency name change.
3. All other terms and conditions of said original agreement shall remain in full force and effect.

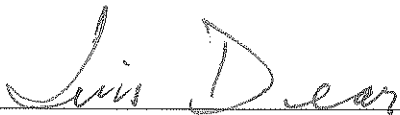
"AGENCY":

CITY OF CARSON
a general law city and a municipal corporation



Mayor Jim Dear

CARSON SUCCESSOR AGENCY
to Due Dissolved Carson Redevelopment
Agency, a public body, corporate & politic



Agency Chairman Jim Dear

ATTEST:



City Clerk Donesia L. Gause, CMC

ATTEST:



Agency Secretary Donesia L. Gause, CMC

APPROVED AS TO FORM:



City Attorney

APPROVED AS TO FORM:

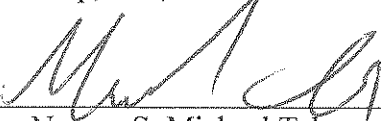


Agency Counsel

"ENGINEER":

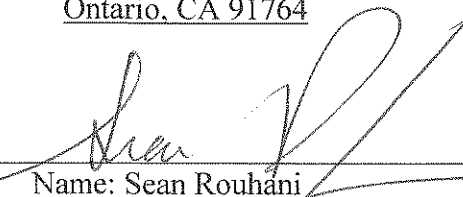
TCM Group, Inc.; a Hill International Company

See Attached
Document

By: 

Name: S. Michael Tahan
Title: Sr. Vice President

Address: 3130-B Inland Empire Blvd
Ontario, CA 91764

By: 

Name: Sean Rouhani
Title: Vice President

Address: 3130-B Inland Empire Blvd
Ontario, CA 91764

[END OF SIGNATURES]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of **California**

County of **San Bernardino**

On March 1st 2013, before me, **Janae Juneau, Notary Public** personally appeared

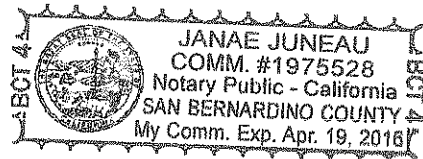
S. Michael Tahan

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(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.

Janae Juneau
Janae Juneau, Notary Public
Commission #1975528



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

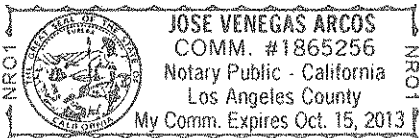
State of California

County of Los Angeles

On MARCH-6-2013 before me, Jose Venegas Arcos - Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared SHAHPAR ROUHANI
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(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.

Place Notary Seal Above

Signature [Signature]
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

AMENDMENT NO. 2
TO AGREEMENT TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES

THIS SECOND AMENDMENT TO THE AGREEMENT TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES ("Second Amendment") by and between the **CITY OF CARSON**, a municipal corporation / **CITY OF CARSON in its capacity as the SUCCESSOR AGENCY TO THE DISSOLVED CARSON REDEVELOPMENT AGENCY**, a public entity organized and existing under California Health and Safety Code § 34173 (collectively "City" or "Agency") and **TCM GROUP INC.**, a Hill International Company and a New Jersey Corporation, ("Contractor" or "Engineer") is effective as of the 4TH day of AUGUST, 2015.

RECITALS

A. City and Contractor entered into that certain Agreement to Provide Construction Management Services dated February 17, 2009 ("Agreement") whereby Contractor agreed to provide construction management services to City in connection with that certain project identified as Wilmington Avenue Interchange Modification at the I-405 Freeway, Project 919 for a sum not-to-exceed Two Million Nine Hundred and Ninety Eight Thousand, Seven Hundred and Eighty Eight Dollars and Zero Cents (\$2,998,788.00).

B. City and Contractor entered into First Amendment to Agreement dated February 19, 2013 and entitled "Time Extension and Name Modification" whereby TCM Group, Inc. requested that its name be modified to "TCM Group, Inc., a Hill International Company" and whereby the termination date of the Agreement was extended to December 31, 2015.

C. Project 919 requires bridge widening over the Dominguez channel. Access to the Dominguez channel is only available during the "dry season" which is between April 15 to September 10 of each calendar year. If certain work is not performed during the "dry season" then the work must wait until the next "dry season." The construction work in the Dominguez Channel was delayed for various reasons, including the unanticipated need for the designer to redesign a retaining wall in the area, the need for subsequent Caltrans approval, further land acquisition from Los Angeles County, and the resulting inability to complete the work in the originally scheduled "dry season" resulting in the need to wait for the next "dry season."

D. The unanticipated delay prevented necessary permits from being issued to allow for the work in the Dominguez channel to occur according to schedule. These delays have resulted in the need for Contractor to perform additional construction management services beyond the scope of the Agreement. Because of this delay in construction work and the need to presently complete the work before the "dry season" ends, Contractor seeks additional compensation of \$148,408.50 for construction management services performed for work in and related to the Dominguez Channel from April 10, 2015 to October 15, 2015.

E. Project 919 will require more than the originally planned duration to complete construction. Compensation provided to Contractor by City in the original Agreement is

adequate and sufficient to fully compensate Contractor for construction management services (other than as relates to the Dominguez Channel) until October 1, 2015. Contractor now seeks an additional \$631,581.70 in compensation for the additional construction management services necessary for the construction phase of Project 919 extending past October 1, 2015. Contractor anticipates the construction phase will be completed by June 30, 2016.

F. Contractor seeks a total of \$779,990.16 in additional compensation to perform the construction management services required by the extra work in the Dominguez Channel as well as the additional work after October 1, 2015 required by the extension of the term of the construction phase. Contractor seeks payment of this \$779,990.16 to be made in equal monthly payments over the course of time from October 1, 2015 through September 30, 2016. Upon completion of the construction phase Contractor has further services to perform pursuant to the Agreement in the post-construction phase, compensation for which remains as provided for in the Agreement.

G. Contractor desires that the payment of \$779,990.16 be provided in lump sum payments in consideration for full and complete performance by Contractor of the remaining construction management services to be performed by Contractor, in both the construction phase of the Agreement subsequent to October 1, 2015, as well as work in the Dominguez channel.

H. Contractor desires that the names of additional staff members be included in the list of employees performing specific job classifications as provided for in Exhibit "C," Construction Management Services Cost Proposal, attached to the Agreement.

I. City desires that Contractor complete construction management services for the extended construction phase of the project subsequent to October 1, 2015, as well as be compensated for the extra work in the Dominguez channel, for a lump sum payment of \$779,990.16, to be spread out over twelve equal monthly payments for the period of time from October 1, 2015 through September 30, 2016. City desires that Contractor amend Contractor's list of employees to perform specific job classifications provided for in Agreement.

J. City and Contractor have settled a dispute concerning overpayments by the City to Contractor for invoices submitted by Contractor with discrepancies to City, from March, 2013 through November, 2014. City and Contractor have agreed that City will be reimbursed by Contractor the sum of \$124,941.02 for these overpayments. This amount owed to City by Contractor is to be reimbursed through deduction by City of \$124,941.02 from \$200,000.00 set aside in trust for resolution of this dispute.

K. City and Contractor now desire to amend the Agreement for the second time to extend the term of the Agreement, to provide additional compensation in the form of flat fee "lump sum" payments for further services consisting of full completion of construction management services in the Dominguez Channel as well as full performance of construction management services for the construction phase of the Agreement, to further list Contractor's employees who will perform specific job classifications, and to provide for reimbursement to City from Contractor of \$124,941.02 which City had paid to Contractor pursuant to invoices with discrepancies submitted by Contractor to City.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein.

- a. **Section 2.7, entitled “Reimbursement for Overpayments on Invoices,” is added to Article 2.0, Compensation, to read as follows:**

“2.7 Reimbursement for Overpayments on Invoices. Agency will be reimbursed \$124,941.02 by Engineer for overpayments made by Agency to Engineer, pursuant to invoices with discrepancies submitted by Engineer to Agency from March, 2013 through November, 2014. This amount to be reimbursed to Agency from Engineer will be paid through deduction by City of \$124,941.02 from \$200,000.00 provided by Engineer to Agency to be held in trust by Agency for use towards reimbursement. The remaining balance of \$75,058.98 will be returned to Engineer by Agency.”

- b. **Section 3.2, entitled “Schedule of Performance,” is amended in its third sentence as follows:**

“The contract shall end on ~~December 31, 2012~~ December 31, 2016, unless extended by contract amendment.”

- c. **Section 2.1, entitled “Contract Sum,” is amended in its first sentence as follows:**

“For the services rendered pursuant to this Agreement, the Engineer shall be compensated in accordance with the “Cost Proposal” attached hereto as Exhibit “C” and incorporated herein by this reference, but not exceeding the maximum contract amount of ~~Two Million Nine Hundred and Ninety Eight Thousand, Seven Hundred and Eighty Eight Dollars and Zero Cents (\$2,998,788.00)~~ Three Million Seven Hundred and Seventy Eight Thousand, Seven Hundred and Seventy Eight Dollars and Sixteen Cents (\$3,778,778.16) (“Contract Sum”), except as provided in Section 1.9.”

- d. **Section 2.4, entitled “Method of Payment,” on page five (5) of the Agreement is amended to include the following new section 2.4(b), entitled “Method of Payment for Construction Management Services for Construction Phase Work Performed After October 1, 2015,” to read as follows:**

“2.4(b) Method of Payment for Construction Management Services for Construction Phase Work Performed After October 1, 2015.

- i. Engineer will provide full and complete performance of construction management services subsequent to October 1, 2015 for the construction phase of Project 919 for the agreed upon lump sum of \$779,990.16, and Agency will compensate Engineer the lump sum of \$779,990.16 as provided herein for full and complete performance of construction management services subsequent to October 1, 2015 for the construction phase of Project 919.

ii. Construction management services performed by Engineer subsequent to October 1, 2015 for the construction phase of Project 919 shall be compensated through a flat fee of \$64,999.18 per month, for a not to exceed total of \$779,990.16 to be paid by Agency to Engineer over the course of the twelve months from October 1, 2015 through September 30, 2016, for the full and complete performance by Engineer of all construction management services for the entire construction phase of Project 919 subsequent to October 1, 2015.

iii. This Section 2.4(b), in so far as it provides for payment for services, shall govern when in conflict with any other provision of the Agreement which provides for an "hourly billing rate of compensation."

iv. Estimated hours to be performed by specific job classifications, for additional work by Engineer in the Dominguez Channel as well as additional work from October 1, 2015 to the completion of the construction phase, are provided in Exhibit "E" which is attached hereto and incorporated herein by this reference. These hours are estimates, and are provided as benchmarks for review by Agency when evaluating invoices for approval pursuant to Section 2.4(b)(vii). Exhibit "E" is provided solely as a reference for Agency and Engineer.

v. Engineer shall submit invoices once every month in the form approved by the Agency's Administrative Services General Manager and shall include the number of hours worked for each discipline listed on Exhibit "C" and Exhibit "E" at the hourly billing rates for employees engaged on the project. The actual hours worked are to be itemized for purposes of record keeping by Agency and review of work progress; Engineer shall not be compensated on an hourly basis for these services pursuant to the flat rate payments provided for herein. Agency shall pay said invoices in the amount of a flat rate of \$64,999.18 per month within thirty (30) days following receipt from Engineer and approval by Agency of the original invoices. Except as provided in Section 7.3, Agency shall pay Engineer the monthly rate upon continuing approval to Agency's satisfaction that the construction phase shall be completed no later than September 30, 2016.

vi. Engineer may reasonably reduce or increase hours for specific job classifications, pursuant to need as determined by Engineer, on the condition that Engineer will fully perform the entirety of the services necessary to complete both the construction management services for work in the Dominguez Channel, as well as the construction management services for work required by the construction phase of this Agreement, for the lump sum of \$779,990.16 as provided for herein.

vii. If Agency determines upon review of any monthly invoice from Contractor that hours worked reasonably indicate that the construction phase will not be completed by September 30, 2016, or if Agency determines on the basis of review of progress of Project 919 that the construction phase will not be completed by September 30, 2016, then at Agency's sole discretion the remaining amount due to Engineer from the lump sum of \$779,990.16 shall be further prorated downward in a manner to be determined by the Agency, for the total remaining months which Agency reasonably estimates will be required for the construction phase to be completed. In no event or under any circumstances will Agency compensate Engineer more than

the not-to-exceed sum of \$779,990.16 for the services detailed herein irrespective of whether the construction phase extends past September 30, 2016.

viii. Engineer anticipates the construction phase will be completed by June 30, 2016. If Engineer completes the construction phase before September 30, 2016 to the full satisfaction of Agency, then the total unpaid balance of the lump sum of \$779,990.16 shall be paid within thirty (30) days of the submission of the final construction phase services invoice by Engineer to Agency."

e. Exhibit "C," entitled "Construction Management Services Cost Proposal – January 22, 2009," is amended as follows in the category of "Public Relations":

- i. The Classification of "Public Relations" includes the following Staff Members:
 - (1) Claudia Mejia
 - (2) Renee Vazquez

f. Exhibit "C," entitled "Construction Management Services Cost Proposal – January 22, 2009," is amended to add the following Classification as provided for in Exhibit "E":

- i. "ODC's (Website Management, Prints, etc.)"

g. Exhibit "C," entitled "Construction Management Services Cost Proposal – January 22, 2009," is amended as follows in the category of "Construction Phase":

- i. "(18 Months Duration)" is replaced with "(To be completed by September 30, 2016)"
- ii. "Assistant RE / Lead Inspector" is replaced with "Assistant RE / Lead Inspector / CPM Scheduler"
- iii. The Classification of "Assistant RE / Lead Inspector / CPM Scheduler" includes the following Staff Members:
 - (1) George Malacalza, PE
 - (2) Cyrus Ravaei, PE
 - (3) Vidya Dixit,
 - (4) William Jaeger
 - (5) John Haynes
 - (6) Phil Peterson
- iv. The Classification of "Structure Rep/Inspector" includes the following Staff Member:
 - (1) Zouheir Saleh, PE

- v. The Classification of “Structure/Roadway/Inspector” includes the following Staff Members:
 - (1) Lawrence Taylor
 - (2) Tom Martinez
 - (3) David Escalante
 - (4) Michael Bishara
 - (5) Dennis Martinez
- vi. The Classification of “Specialty Inspector” includes the following Staff Members:
 - (1) Gabe Flores
 - (2) Art Hernandez
 - (3) Anthony Moussa
 - (4) Thaer Haddadin
- vii. The Classification of “Office Engineer” includes the following Staff Members:
 - (1) Nicole Salem
 - (2) Jawdat Tahan
 - (3) Thaer Haddadin

2. **Continuing Effect of Agreement.** Except as amended by this Agreement, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Contractor each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Contractor represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

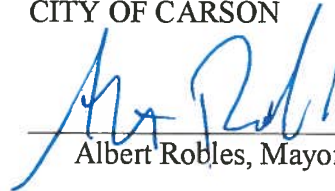
5. **Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally 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.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF CARSON

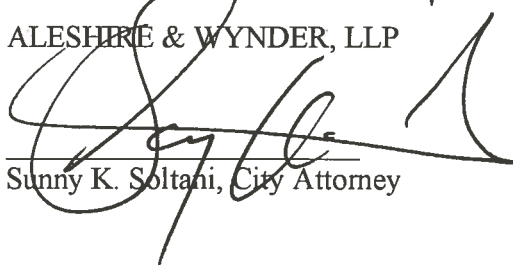

Albert Robles, Mayor

ATTEST:

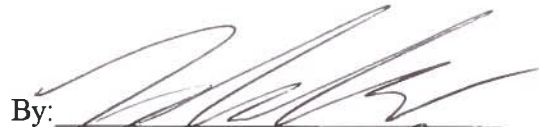

Jim Dear, City Clerk

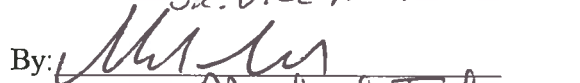
APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP


Sunny K. Soltani, City Attorney

CONTRACTOR:

By: 
Name: MICHAEL B. SMITH
Title: Sr. Vice President

By: 
Name: Michael Taban
Title: Senior Vice President
Address:

Two signatures are required if a corporation.

NOTE: CONTRACTOR'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 CONTRACTOR'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

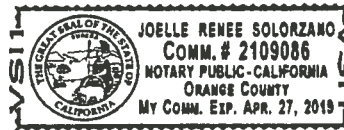
COUNTY OF LOS ANGELES

On August 16, 2015 before me, Joelle Solorzano, Notary Public, personally appeared Mike Smith, SVR, 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: Joelle Solorzano



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

- ☐ PARTNER(S) ☐ LIMITED
☐ ATTORNEY-IN-FACT ☐ GENERAL
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER _____

SIGNER IS REPRESENTING:
 (NAME OF PERSON(S) OR ENTITY(IES))

DESCRIPTION OF ATTACHED DOCUMENT

 TITLE OR TYPE OF DOCUMENT

 NUMBER OF PAGES

 DATE OF DOCUMENT

 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

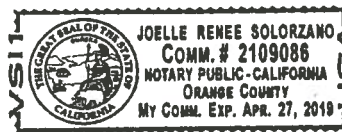
On August 11, 2015 before me, Joelle Solorzano, Notary Public, personally appeared Michael Tabares who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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: _____

Joelle Solorzano



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 _____

SIGNER IS REPRESENTING:

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

DESCRIPTION OF ATTACHED DOCUMENT

 TITLE OR TYPE OF DOCUMENT

 NUMBER OF PAGES

 DATE OF DOCUMENT

 SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "E"

1. Estimated Hours to Complete the Construction Phase for Project 919.

CCO #1

Estimated hours needed through September 30, 2016

Title	Construction Phase - 9 months October 2015 to June 2016	Rate	Approximate Hours	Total
Project Manager/RE	\$111,110.00	\$222.22	500	\$111,110.00
Structures Rep./Inspector	\$97,971.00	\$169.50	578	\$97,971.00
Office Engineer	\$107,122.40	\$113.96	940	\$107,122.40
Assist RE/Lead Inspector	\$208,012.50	\$184.90	1,125	\$208,012.50
Specialty Inspection	\$71,283.20	\$111.38	640	\$71,283.20
Public Relations	\$21,082.60	\$113.96	185	\$21,082.60
ODC's (Website Management, Prints, etc	\$15,000.00			\$15,000.00
<i>Estimated additional hours</i>	\$631,581.70			\$631,581.70
Total				\$631,581.70

2. Estimated Hours to Complete Dominguez Channel Work for Project 919.

CCO #2

6 days / 10 hours a day work in the channel

Estimated hours need from April 10, 2015 to October 15, 2015

Title	Construction Phase - 6 months April 2015 to October 2015	Rate	Approximate Hours	Total
Project Manager/RE				
Structures Rep./Inspector	\$12,712.50	\$169.50	75	\$12,712.50
Structures/Roadway Inspection	\$135,696.00	\$169.62	800	\$135,696.00
<i>Estimated additional budget</i>	\$148,408.50			\$148,408.50

AMENDMENT NO. 3

TO AGREEMENT FOR CONTRACTUAL SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACTUAL SERVICES (“Amendment”) by and between the **CITY OF CARSON**, a municipal corporation, and the **CITY OF CARSON in its capacity as the SUCCESSOR AGENCY TO THE DISSOLVED CARSON REDEVELOPMENT AGENCY**, a public entity organized and existing under California Health and Safety Code § 34173 (collectively “City” or “Agency”), and **TCM Group, Inc.**, a Hill International Company and a New Jersey corporation (“Contractor” or “Engineer”), is effective as of the 6th day of September, 2016.

RECITALS

A. City and Contractor entered into that certain Agreement for Contractual Services dated February 17, 2009 (“Agreement”) whereby Contractor agreed to provide construction management services to City in connection with that certain project identified as Wilmington Avenue Interchange Modification at the I-405 Freeway, Project 919 for a sum not to exceed \$2,998,788.

B. City and Contractor entered into Amendment No. 1 to the Agreement on February 19, 2013, whereby TMC Group, Inc., requested that its name be modified to “TMC Group, Inc., a Hill International Company” and whereby the termination date of the Agreement was extended to December 31, 2015.

C. City and Contractor entered into Amendment No. 2 to the Agreement on August 4, 2015, whereby City and Contractor (i) extended the term of the Agreement until December 31, 2016; (ii) increased the Contract Sum to \$3,778,778.16; (iii) modified the method of payment; (iv) listed Consultant’s employees who would be performing specific jobs under the Agreement; and (v) provided that the City would be reimbursed \$124,941.02 for overpayments, which amount would be taken from a sum of \$200,000 held in trust by the Redevelopment Agency for use towards reimbursement.

D. City and Contractor now desire to amend the Agreement for a third time to (i) extend the term of the Agreement until December 31, 2017; (ii) increase the Contract Sum to \$4,558,768.32; (iii) establish the method of payment for Construction Phase work completed after September 30, 2016; and (iv) replace Sean Rouhani with Zouheir Saleh in the position of Project Manager/Resident Engineer (RE).

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein (new text is identified in ***bold italics***, deleted text in ~~strike-through~~).

- (a) **The first paragraph of Section 2.1, Contract Sum, is hereby amended to read as follows:**

“For the services rendered pursuant to this Agreement, the Engineer shall be compensated in accordance with the “Cost Proposal” attached hereto as Exhibit “C” and incorporated herein by this reference, *as well as Section 2.4, 2.4(b), and 2.4(c)*, but not exceeding the maximum contract amount of ~~Three Million Seven Hundred and Seventy Eight Thousand, Seven Hundred and Seventy Eight Dollars and Sixteen Cents (\$3,778,778.16)~~ ***Four Million Five Hundred and Fifty Eight Thousand, Seven Hundred Sixty Eight Dollars and Thirty-Two Cents (\$4,558,768.32)*** (“Contract Sum”), except as provided in Section 1.9. The Contract Sum shall include the attendance of Engineer at all project meetings reasonably deemed necessary by the Agency; Engineer shall not be entitled to any additional compensation for attending such meetings.”

(b) **Section 2.4(c), entitled “Method of Payment for Construction Management Services for Construction Phase Work Performed after September 30, 2016,” is hereby added as follows:**

“i. Agency will compensate Contractor at a flat rate of Sixty Four Thousand Nine Hundred and Ninety Nine Dollars and Eighteen Cents (\$64,999.18) (“Monthly Rate”) per month for Construction Phase work performed by Contractor from October 1, 2016, until September 30, 2017. Total compensation for Construction Phase work from October 1, 2016, until September 30, 2017, shall not exceed Seven Hundred and Seventy Nine Thousand Nine Hundred and Ninety Dollars and Sixteen Cents (\$779,990.16) (“Construction Phase Sum”).

ii. Regardless of when Construction Phase work is completed, Contractor shall be paid no less than Five Hundred and Eighty Four Thousand Nine Hundred and Ninety Two Dollars and Sixty Two Cents (\$584,992.62) (“Minimum Total Payment”) for Construction Phase work completed from October 1, 2016, until September 30, 2017. If Construction Phase work is completed before the Engineer has received the Minimum Total Payment, Engineer may request the balance of the Minimum Total Payment in its next invoice.

iii. Engineer shall submit invoices once every month in the form approved by the Agency’s Administrative Services General Manager and shall include the number of hours worked for each discipline listed on Exhibit “C” and the hourly billing rates for employees engaged on the project. This information will be used solely for record keeping purposes and to assess work progress. Agency will pay invoices in full within thirty (30) days following receipt from Engineer and approval by the Agency of original invoices, except as provided in Section 2.4(c)(iv) and Section 7.3.

iv. Agency shall pay Engineer the Monthly Rate upon continuing approval to Agency’s satisfaction that the Construction Phase will be completed no later than September 30, 2017. However, if Agency determines upon review of any monthly invoice from Engineer that hours worked reasonably indicate that the

Construction Phase will not be completed by September 30, 2017, or if Agency determines on the basis of review of progress of Project 919 that the Construction Phase will not be completed by September 30, 2017, then, at Agency's sole discretion, Agency may reduce the Monthly Rate for the total remaining months which Agency reasonably estimates will be required for the Construction Phase to be completed, in order to ensure that the Construction Phase Sum will not be exhausted before the Construction Phase work is completed. In no event or under any circumstances will Agency pay Engineer more than the Construction Phase Sum for Construction Phase work beginning October 1, 2016, regardless of when the Construction Phase work is completed, unless such additional compensation is approved by City Council and/or the Agency.

v. This Section 2.4(c), insofar as it provides for payment for services, shall govern when in conflict with any other provision of the Agreement which provides for an "hourly billing rate of compensation" or any provisions of Exhibit "C" regarding payment.

(c) **Section 3.2, Schedule of Performance, is hereby amended as follows:**

"The execution of the Agreement does not constitute an authorization to proceed. The Agreement shall go into effect on **July 1, 2010** and the Engineer shall commence work after notification to proceed by the Agency, acting by and through its DSG General Manager. **The contract shall end on December 31, 2016 December 31, 2017**, unless extended by contract amendment. The work described in Exhibit "A" as Task A.1 through Task A.3.4 shall be completed within 720 calendar days, which includes construction period and the post construction services, following Engineer's receipt of the Notice to Proceed, in accordance with Exhibit "B" and Exhibit "C", project schedule and estimated fee. Engineer shall have no claim for compensation for any services or work which has not been authorized in writing by the Agency's Notice to Proceed."

(d) **Exhibit C, in the section entitled "Construction Phase," is hereby amended as follows:**

- (i) "(To be completed by September 30, 2016)" is hereby replaced with "(To be completed by September 30, 2017)."
- (ii) "Sean Rouhani, PE" is hereby replaced with "Zouheir Saleh, PE" in the position of Project Manager/RE.

(e) **Exhibit C, in the section entitled "Post-Construction Phase," is hereby amended as follows:**

- (i) "Sean Rouhani, PE" is hereby replaced with "Zouheir Saleh, PE" in the position of Project Manager/RE.

2. **Continuing Effect of Agreement.** Except as amended by this Agreement, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after

the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Contractor each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Contractor represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Contractor that, as of the date of this Amendment, Contractor is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

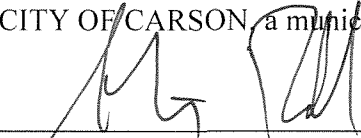
5. **Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally 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.

[SIGNATURES ON FOLLOWING PAGE]

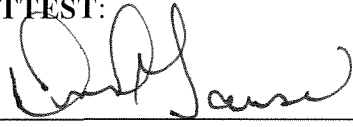
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

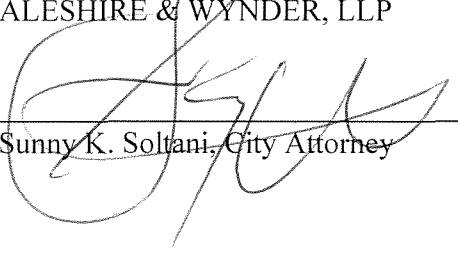
CITY OF CARSON, a municipal corporation


Albert Robles, Mayor

ATTEST:


Donesia Gause, City Clerk

APPROVED AS TO FORM:
ALESQUIRE & WYNDER, LLP


Sunny K. Soltani, City Attorney

CONSULTANT:

TCM GROUP, INC., a Hill International Company
and a New Jersey corporation

By: 

Name: John Skoury

Title: Sr. Vice President

By: 

Name: Michael Tahan

Title: Sr. Vice President

Address: 18100 Van Korman Ave

Suite 700

Irving, CA 92612

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

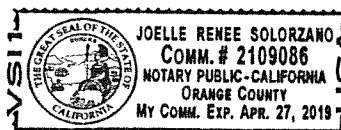
COUNTY OF LOS ANGELES

On September 21, 2016 before me, Joelle Solorzano, Notary Public, personally appeared Michael Taher, proved to me on the basis of satisfactory evidence to be the person(s) whose name(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 _____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

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

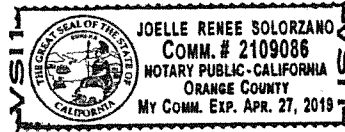
COUNTY OF LOS ANGELES

On September 9, 2016 before me, Joelle Solorzano Notary Public, personally appeared John Serrano, proved to me on the basis of satisfactory evidence to be the person(s) whose name(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

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- CAPACITY CLAIMED BY SIGNER**
- ☐ INDIVIDUAL
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- TITLE(S)**
- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
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(NAME OF PERSON(S) OR ENTITY(IES))

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/29/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA INC 1717 Arch Street Philadelphia, PA 19103		CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
521990-Stand-PP-16-17 01628		INSURER A: Zurich American Insurance Company	NAIC # 16535
		INSURER B: American Guarantee & Liability Ins Co	26247
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CLE-004364798-12 **REVISION NUMBER:** 7

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GLO4886794-06	05/01/2016	05/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BAP4886792-06	05/01/2016	05/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			AUC4886809-06	05/01/2016	05/01/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC4886795-07	05/01/2016	05/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	PROF. LIAB-ARCHITECTS & ENG. & CONTRACTOR'S POLLUTION			EOC 948235705	05/01/2016	05/01/2017	LIMIT 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Construction Management Services - Project No. 1337 / Federal No. BHLS-5403(020) Wilmington Avenue / 223rd Street bridge retrofit over the Dominguez Channel Hill Project #PON-01628
City of Carson along with their respective officers, directors, agents and employees are included as Additional Insureds on a Primary and Non-Contributory basis as respects General Liability and Automobile Liability but solely in regards to work being performed by or on behalf of the named insured as required by those entities with whom the named insured executes a written contract. Waiver of subrogation is applicable where required by written contract and allowed by law.

CERTIFICATE HOLDER

City of Carson Attn: Massoud Ghiam, PE 701 E. Carson Street Carson, CA 90749	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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