

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN RE | SOLUTIONS, LLC AND
WSP USA INC.**

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 27 day of May, 2021 by and between **RE | SOLUTIONS, LLC**, a Colorado limited liability company ("RES") and **WSP USA INC.**, a New York corporation ("Consultant"). RES and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. The Parties hereto acknowledge and agree that this Agreement is entered into pursuant to RES' obligations set forth in that certain Amended and Restated Environmental Remediation and Development Management Agreement, dated as of June 20, 2019, by and between Carson Reclamation Authority ("CRA") and RES (such agreement, as amended, modified or restated from time to time prior to, or after the date hereof, the "CRA Development Agreement") respecting the development ("Project") of that certain 157-acre parcel of real property owned by CRA, located at 20400 Main Street, Carson, California, and commonly known as the former Cal Compact Landfill ("Site" or "157 Acre Site").

B. The Site was operated as a landfill prior to the incorporation of the City of Carson ("City") in 1968 and as a result, the Site has serious soil and groundwater contamination that requires substantial remediation in order to allow for any vertical development of the 157 Acre Site. Due to the fact that the 157 Acre Site is a former landfill site, on October 25, 1995, the California Department of Toxic Substances Control ("DTSC") approved a Remedial Action Plan ("RAP") for the upper Operable Unit portions of the 157 Acre Site, which RAP requires the installation, operation and maintenance of certain remedial systems, including a landfill cap, gas extraction and treatment system, a groundwater collection and treatment system on the Site, and a building protection system (all as described in greater detail in the RFQP (as defined below), collectively, the "Remedial Systems"). In addition to the RAP, certain Consent Decrees were issued for the Site by DTSC in December 1995, October 2000, and January 2004 in order to resolve claims made regarding the resolution of the contamination issues afflicting the Site (the "Consent Decrees"); the 1995 Consent Decree applies to the remedial obligations for the Upper Operable Unit of the Site.

C. In addition, DTSC entered into a Compliance Framework Agreement dated as of September 28, 2006, with the then-current property owner, Carson Marketplace LLC ("CM"), as amended by the First Amendment to Compliance Framework Agreement dated as of December 31, 2007 (as so amended, the "CFA") for the purpose of setting forth a plan for addressing the environmental condition of the Site, and the CFA required CM to establish financial assurance for implementation of the RAP, including long-term operation, monitoring and maintenance obligations (as further defined and described herein, "O&M") of the Remedial Systems. The CRA acquired the Site from CM on May 20, 2015 and has taken over the responsibility for O&M of the Remedial Systems and the other obligations under the RAP, and has employed RES as its Master Development Manager to oversee the O&M obligations required for the Site as set forth in the RAP and CFA.

D. Consultant was selected to assist RES in the performance of the O&M obligations following the process outlined in the "REQUEST FOR QUALIFICATIONS AND PROPOSAL, ANNUAL OPERATIONS AND MAINTENANCE SERVICES at the former CAL-COMPACT LANDFILL, 20400 SOUTH MAIN STREET, 907", dated January 9, 2021 and the subsequent Addenda thereto (the "RFQP"), issued by RES.

E. This Agreement is being entered into by the Parties in order to facilitate RES's obligations under the CRA Development Agreement to ensure the O&M obligations required for the Site are adhered to and maintained.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the Parties hereto agree as follows:

1. SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference (the "Services"). Consultant represents and warrants that it has the experience and ability to perform all work and Services required hereunder and that it shall diligently perform such work and Services in a professional and satisfactory manner consistent with the degree of care and skill ordinarily exercised / utilized by nationally recognized firms in the same profession practicing under similar circumstances.

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

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

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

1.5 Prevailing Wages. Consultant acknowledges and agrees that it is aware that the Project is subject to prevailing wage requirements as prescribed by the State of California Department of Industrial Relations ("DIR") and to the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq. ("Prevailing Wage Laws"). Consultant has been provided with the Public Works / Labor Compliance Information and Documentation packet provided by Labor Compliance Management, on behalf of RES, and agrees to comply with, and cause its subcontractors to comply with, all instructions, requirements, and directives contained therein. Consultant shall fully comply and cause all its subcontractors to comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold RES, CRA, City, its elected officials, officers, employees and

agents free and harmless from any claim or liability arising out of any failure or alleged failure by Consultant or any of its subcontractors to comply with the Prevailing Wage Laws.

2. COMPENSATION

2.1 Contract Sum. For the Services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amounts set forth as follows **(i) for the first 12 month term of this Agreement, \$111,000 monthly, (ii) for the 24-month term thereafter, a monthly fixed amount of \$105,667, and (iii) \$3,000,000 for time and materials work for the duration of the three year Term of this Agreement (each such maximum sum, the "Contract Sum")**.

2.2 Invoices. Each month Consultant shall furnish to RES an original invoice for all work performed and expenses incurred during the preceding month in a form approved by RES. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of this Agreement. Consultant's invoice for Services performed in connection with Tasks 1-6 as described and set forth in Exhibit "A", attached hereto, shall be charged in a lump sum amount in accordance with the Schedule of Compensation set forth in Exhibit "C" attached hereto. With respect to Consultant's charges under Task 7 only (as described in in Exhibit "A"), the invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and subcontractor contracts. As it relates to Task 7 only, Subcontractor charges shall also be detailed by such categories. Consultant shall not invoice RES for any duplicate Services performed by more than one person. Where appropriate, Consultant shall cause a retention amount to be held back from each invoice and payment of such released as set forth in Exhibit "C" attached hereto.

RES and CRA shall independently review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by RES or CRA as provided in Article 7, RES use its best efforts to cause Consultant to be paid within sixty (60) days of receipt of Consultant's correct and undisputed invoice. Consultant must provide to RES a draft invoice for Task 7 by the 25th of each month and such draft will be reviewed, and if necessary edited, by RES and Consultant on or before that last business day of the current calendar month. Based on the reviewed draft invoice, Consultant shall prepare and submit to RES on or before that first business day of the subsequent calendar month a correct and undisputed invoice for Tasks 1-7 as applicable. In the event such provision is not made on such date, the date of payment on such invoice to Consultant may be extended by up to 30 days. Consultant acknowledges and agrees that due to RES' cost reimbursement arrangement with the CRA, RES cannot guarantee that payment will occur within such time period; provided, however, any delays in payment that remain outstanding for more than ninety (90) days following RES' receipt of Consultant's correct and undisputed invoice (so long as such invoice was submitted by Consultant to RES by the first business day of the applicable month as required herein) shall bear interest at a rate of seven percent (7%) per annum, until paid (in which case the Contract Sum set forth in Section 2.1 above shall be amended and modified to include such additional interest amounts owed to Consultant). In the event any charges or expenses are disputed by RES, the original invoice shall be returned by RES to Consultant for correction

and resubmission. Review and payment by RES of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.3 Additional Services. RES shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the RES Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in the Contract Sum must be approved by RES. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

3. PERFORMANCE SCHEDULE

3.1 Time of Essence. Consultant acknowledges that time is of the essence in its performance and agrees to perform per the mutually agreed to schedule included as a part of this Agreement.

3.2 Schedule of Performance. Consultant shall commence the Services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all Services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference (or as otherwise set forth in Exhibits "A" and "A-1" attached hereto). When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance must be approved in writing by RES.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance (or as otherwise set forth in Exhibits "A" and "A-1" attached hereto) for performance of the Services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against RES for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of this Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the Services but not exceeding three (3) years from the date hereof (the "Term"), except as otherwise provided in the Schedule of Performance (Exhibit "D").

4. COORDINATION OF WORK

4.1 Representative of Consultant. **Laura Tobin** is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and Services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. Consultant shall utilize only competent personnel to perform Services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, and shall keep RES informed of any changes as agreed in Exhibit "A".

4.2 Contract Officer. **Stuart L. Miner, Founder and Principal of RES**, or such person as may be designated by RES is hereby designated as being the representative RES authorized to act in its behalf with respect to the work and Services specified herein and to make all decisions in connection therewith ("Contract Officer").

4.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or Services required hereunder without the express written approval of RES; provided, however, RES and Consultant acknowledge and agree that Consultant will need to contract with subcontractors/subconsultants in order to perform the Services required hereunder, which subcontracts/subconsultant agreements shall require Consultant to provide information to RES, prior to its approval, noting the term, contract sum, contact information, scope of services, and other relevant information in order for RES to properly understand the nature of the contract to enable RES to determine whether the applicable subcontract/subconsultant agreement is appropriate for the Services and/or required and/or is in conformance with the terms and conditions of this Agreement. Consultant has submitted a list with applicable information on the proposed subcontracts Consultant proposes to enter into to support its performance of the Services required herein, and RES has pre-approved the list of subcontractors Consultant set forth in Schedule 1 attached hereto. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of RES. Any such prohibited assignment or transfer shall be void.

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

5. INSURANCE AND INDEMNIFICATION

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

(a) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount of \$1,000,000 per occurrence and \$4,000,000 aggregate. Such policy must include contractual liability coverage.

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

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence basis for bodily injury and property damage with a combined single limit liability of \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars, and any other automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession and containing limits of liability of \$1,000,000 per occurrence and \$2,000,000 annual aggregate. The insurance must be maintained for 5 consecutive years following the completion of Consultant's Services or the termination of this Agreement, if commercially available at reasonable rates. During this additional 5-year period, Consultant shall annually and upon request of RES submit written evidence of this continuous coverage.

(e) Pollution Liability. A policy of contractors pollution liability insurance with limits of liability in amount of \$1,000,000 any one claim and \$2,000,000 annual aggregate. The pollution liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to Services performed under this Agreement. The insurance must be maintained for 5 consecutive years following the completion of Consultant's Services or the termination of this Agreement, if commercially available at reasonable rates. During this additional 5-year period, Consultant shall annually and upon request of RES submit written evidence of this continuous coverage.

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

(g) Subcontractors. All of Consultant's subcontractors shall furnish separate certificates and certified endorsements. All coverages for subcontractors shall be subject to all of the requirements stated herein, including expressly, the obligation to name Consultant, RES and CRA, City and its affiliated agencies and their respective officers, and employees, and the Covered Parties as additional insureds on the policies listed above, with the exception of Professional Liability, Pollution Liability, and Worker's Compensation.

5.2 General Insurance Requirements.

Unless otherwise approved in writing by RES, all of the above policies of insurance, all of the above policies of insurance shall be primary insurance and, with the exception of Worker's

Compensation and Professional Liability, shall include RES, CRA, City and its affiliated agencies and their respective officers, employees, and the Covered Parties, as additional insureds and any insurance maintained by RES, CRA, or City and their respective officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The Consultant shall ensure that its insurer(s) (and its subcontractor(s) insurer(s)), with the exception of Professional Liability, for all policies of insurance shall waive all rights of subrogation and contribution it/they may have against RES, CRA, the City and its affiliated agencies, their respective officers, employees, and the Covered Parties. All of said policies of insurance shall provide that said insurance may not be materially amended (defined herein to mean a reduction in the limits of liability by endorsement, a change in the deductible per claim or the addition of exclusions to the policy) or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice or ten (10) days prior written notice if due to nonpayment of premiums by certified mail return receipt requested to RES and CRA. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 5 to the Contract Officer. No work or Services under this Agreement shall commence until the Consultant has provided RES with Certificates of Insurance, additional insured endorsement forms evidencing the above insurance coverages and said Certificates of Insurance are approved by RES. In the event of a claim, RES reserves the right to inspect complete, certified copies of and endorsement to all required insurance policies at any time, but only to confirm compliance with the terms of these Section 5 provisions; provided, however, Consultant shall provide the complete endorsement under its pollution liability insurance evidencing coverage for the Services performed under this Agreement. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to RES.

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

5.3 Indemnification.

(a) To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless RES, CRA, City and its affiliated agencies, and their respective officers, and employees ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all third-party actions, either judicial, administrative, arbitration or regulatory 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 to the extent caused by the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, except to the extent such claims or liabilities occurring as a result of Indemnified Parties' own respective negligence or willful acts or omissions.

(b) Each Party assumes full responsibility for any claims or liabilities, asserted by any third party resulting from its own negligent acts, errors, omissions or willful misconduct or those of any of its employees, and subcontractors, to the extent of such Party's proportionate responsibility therefore, and will indemnify, defend and save harmless the other Party, its employees, and subcontractors from any costs, liabilities or expenses arising out of such negligent acts, errors, omissions or willful misconduct.

(c) None of the employees, staff, directors, or officers of either Party shall be personally liable to the other Party (or any successor in interest), in the event of any default or breach under this Agreement or any amount that may become due hereunder.

(d) Notwithstanding the foregoing, in the event that Consultant performs, without negligence, intrusive ground work, including, without limitation, excavation, drilling, or boring, as part of the Services, RES shall indemnify Consultant from and against any and all claims, suits, accidents, injuries (including death) or damages to the person or property, including reasonable attorneys' fees, resulting from damages to subsurface or underground utilities or structures, including but not limited to, gas, telephone, electric, water or sewer utilities whose locations were not identified to Consultant prior to the commencement of any subsurface work, investigation or cleanup; provided, however, that the above limitation of liability shall be subject to the terms, provisions, and conditions set forth in Section 8.13 below.

The indemnity obligations and terms and provisions of this Section 5.3 shall be binding on Consultant and the successors and assigns of Consultant and shall survive termination of this Agreement.

5.4 Handling / Disposition of Hazardous Substances / Materials. To the extent that RES directs (via written authorization following approval from the CRA) that Consultant assist with disposition / transfer / handling of Hazardous Substances / Materials (as defined below), RES agrees as follows:

(a) Consultant has specific written authority to act as Offeror (as defined in 49 CFR 171.2) on behalf of the CRA as Generator (as defined in 40 CFR 260.10) with respect to preparing and signing waste manifests, shipping papers or other documents as may be necessary or reasonably required by Consultant to transport or dispose of such Hazardous Substances / Materials at or from the Site ("Shipping Documents");

(b) Consultant shall be acting only as Offeror on behalf of CRA; and shall sign each such Shipping Document as Offeror on behalf of the CRA and Shipping Documents signed by Consultant will utilize CRA's Environmental Protection Agency Generator Identification number;

(c) RES shall, in consultation with the CRA, retain decision-making authority and control as to the place, manner of transport, storage, treatment or other disposition of such Hazardous Substances / Materials;

(d) The offeror relationship created under this Section 5.4 is not intended to constitute an agreement to arrange for transport, treatment, storage or disposal of Hazardous Substances / Materials under Section 107 of the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Reauthorization

Act of 1986, 42 U.S.C. § 9601 et seq. (as amended/modified from time to time, "CERCLA"), or any state analog thereof; and

(e) For the purposes of this Agreement, Consultant is not, and the Parties believe that Consultant should have no responsibility as, and shall not be deemed to be a handler, generator, operator, treater, storer, disposer, arranger or transporter of Hazardous Substances; provided, however, RES hereby makes no representation or warranty of any kind regarding the legal status of Consultant with respect the arranging, handling, or transport of Hazardous Substances / Materials under Section 107 (or any variant thereof) of CERCLA.

As used herein, the term "Hazardous Substances / Materials" means flammable substances, explosives, radioactive materials, asbestos, asbestos-containing materials, polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, medical wastes, toxic substances or related materials, explosives, petroleum and petroleum products, and any "hazardous" or "toxic" material, substance or waste that is defined by those or similar terms or is regulated as such under any Law, including any material, substance or waste that is: (i) defined as a "hazardous substance" under Section 311 of the Water Pollution Control Act (33 U.S.C. § 1317), as amended; (ii) defined as a "hazardous waste" under Section 1004 of The Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901, et seq., as amended; (iii) defined as a "hazardous substance" or "hazardous waste" under Section 101 of CERCLA; (iv) defined as a "pollutant" or "contaminant" under 42 U.S.C.A. § 9601(33); (v) defined as "hazardous waste" under 40 C.F.R. Part 260; (vi) defined as a "hazardous chemical" under 29 C.F.R. Part 1910; or (vii) subject to any other law or regulation regulating, relating to or imposing obligations, liability or standards of conduct concerning protection of human health or the environment.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

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

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

6.3 Confidentiality and Release of Information.

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

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

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

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

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

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

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

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

the CRA or the City and City's affiliated agencies or any of their respective officers directors, shareholders, members, partners and employees under this Agreement.

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

7.3 Termination Prior to Expiration of Term.

(a) RES Termination Rights.

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

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

(b) Consultant's Termination Rights. Consultant may terminate this Agreement for cause if RES unreasonably fails to make justified payments to Consultant for Services authorized and performed by Consultant in accordance with the terms of this Agreement. In order to terminate this Agreement for cause, Consultant must provide RES with written notice

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

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

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

8. MISCELLANEOUS

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

8.2 Non-liability of RES Officers and Employees. No officer or employee of RES shall be personally liable to the Consultant, or any successor in interest, in the event of any

default or breach by RES or for any amount, which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.3 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of RES, to the attention of the Contract Officer (with her/his name and title), RE | SOLUTIONS, LLC, 1525 Raleigh Street, Suite 240, Denver, Colorado 80204; in the case of CRA, to the attention of John Raymond, the Executive Director of the CRA, c/o City of Carson, 701 E. Carson Street, Carson, California 90745, with a copy to the CRA's attorney's office, directed to the attention of Sunny Soltani, Aleshire & Wynder, LLP, 18881 Von Karman Ave., Suite 1700, Irvine, California, 92612; and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section. Notwithstanding the foregoing, email notices shall suffice for any invoice or cost increase or information or request that involves an amount less than \$25,000, provided that such email notice is provided as follows: to Consultant: laura.tobin@wsp.com; to RES: stuart@resolutionsdev.com, together with a copy to the CRA at jraymond@carsonca.gov, danny.aleshire@awattorneys.com, and ssoltani@awattorneys.com.

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

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

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

8.7 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.8 Interpretation.

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

8.9 Counterparts.

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

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

Consultant's Authorized Initials WMT

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

8.12 Assignment and CRA Third-Party Beneficiary. In connection with the CRA Development Agreement, RES and CRA entered into a Collateral Assignment of Project Documents dated as of June 20, 2019 (the "Assignment") pursuant to which RES assigned to CRA all of its respective right, title and interest in and to this Agreement in order to secure RES's obligations under the CRA Development Agreement. Consultant acknowledges and consents to the Assignment and agrees to execute and deliver the acknowledgement and consent attached hereto as Exhibit "E" and made a part hereof (the "Consent"). CRA shall be a third-party

beneficiary of this Agreement and may, but is not obligated to enforce the terms hereof subject to the terms and conditions of the Consent.

8.13 Data and Information. RES shall provide to Consultant all reports, data, studies, plans, specifications, documents and other information in RES's possession / control which are required for Consultant's performance of the Services (collectively, "Documents and Information"). Consultant shall have no responsibility or liability for the accuracy or completeness of such Documents and Information; provided, however, that Consultant acknowledges and agrees that neither RES nor the CRA were necessarily involved with the production of such Documents and Information, and that Consultant shall, to the extent agreed to as a part of the Services, be obligated to conduct a reasonable review and assessment of such Documents and Information (and shall note potential discrepancies or deficiencies during such review and assessment to RES) and in the event Consultant reasonably determines and assesses that there are potential inaccuracies or deficiencies in the Documents and Information, Consultant shall notify RES and the CRA regarding the issue encountered with respect to the Documents and Information and shall not perform further work/Services on any implicated systems/infrastructure/or portions of the Site until RES or the CRA provides explicit direction with respect to such issue.

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

[Signatures on the following page.]

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

"RES":

RE | SOLUTIONS, LLC, a Colorado limited liability company

Name: Stuart L. Miner
Title: Principal

APPROVED AS TO FORM:

CARSON RECLAMATION AUTHORITY

The CRA Development Agreement requires that the Carson Reclamation Authority approves as to form any contracts RES enters into in relation to the Site with any contractor or subcontractor, and therefore the CRA hereby executes this Agreement for the sole purpose of fulfilling said approval requirement and for no other purpose.

CARSON RECLAMATION AUTHORITY

By: _____
John Raymond, CRA Executive Director

Date: _____

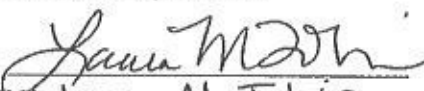
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, Esq.
Legal Counsel for CRA

"CONSULTANT"

WSP USA INC.

a New York corporation

By: 
Name: Laura M. Tobin
Title: Vice President

By: 
Name: Betty Milton
Title: Asst. Vice President

Address: One Pennsylvania Plaza
2nd Floor
New York, New York 10119

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.

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

"RES":

RE | SOLUTIONS, LLC, a Colorado limited liability company



Name: ~~Stan L. Miner~~ PATRICIA A. Gage
Title: Principal

APPROVED AS TO FORM:

CARSON RECLAMATION AUTHORITY


The CRA Development Agreement requires that the Carson Reclamation Authority approves as to form any contracts RES enters into in relation to the Site with any contractor or subcontractor, and therefore the CRA hereby executes this Agreement for the sole purpose of fulfilling said approval requirement and for no other purpose.

CARSON RECLAMATION AUTHORITY

By: 
John Raymond, CRA Executive Director

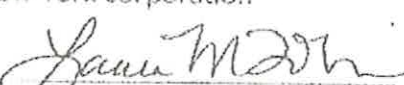
Date: May 30, 2021

ALESHIRE & WYNDER, LLP

For 
Sunny K. Soltani, Esq.
Legal Counsel for CRA

"CONSULTANT"

WSP USA INC.
a New York corporation

By: 
Name: Laura M. Tobin
Title: Vice President

By: 
Name: Betty Mutton
Title: Asst. Vice President

Address: One Pennsylvania Plaza
2nd Floor
New York, New York 10119

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.

NEW YORK 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 NEW YORK

COUNTY OF Queens

On May 28, 2021, before me, MARIE-THERESE MCKAY, Notary Public, personally appeared Laura Tobin, 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 New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Marie Therese McKay

MARIE THERESE MCKAY
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MC6286948
Qualified in Queens County
My Commission Expires 08-05-2021

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

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

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

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

SIGNER(S) OTHER THAN NAMED ABOVE

NEW YORK 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 NEW YORK

COUNTY OF Queens

On May 29, 2021, before me, Marie Therese McKay, a Notary Public, personally appeared Betsy Platten, 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: Marie Therese McKay

MARIE THERESE MCKAY
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MC6286948
Qualified in Queens County
My Commission Expires 08-05-2021

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE OFFICER <div style="text-align: center; margin-top: 10px;">_____ TITLE(S)</div>	<div style="text-align: center; margin-top: 10px;">_____ TITLE OR TYPE OF DOCUMENT</div>
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <div style="margin-left: 200px;"><input type="checkbox"/> GENERAL</div>	<div style="text-align: center; margin-top: 10px;">_____ NUMBER OF PAGES</div>
<input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER _____	<div style="text-align: center; margin-top: 10px;">_____ DATE OF DOCUMENT</div>

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

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant will perform the following Services:

- A. Generally described, Consultant shall provide all labor, materials, tools, equipment, machinery, and other items necessary to perform the O&M obligations required under the RAP, Consent Decrees, and CFA applicable to the Site in a diligent and workmanlike manner utilizing qualified personnel and good and sufficient materials and equipment. The Scope of Services are more specifically defined as follows (each of which are set forth in greater detail in Exhibit "A-1" attached hereto):

Task 1: O&M Management Services

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

Task 3: O&M of the Gas Collection and Control System ("GCCS")¹

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

Task 5: Groundwater Monitoring

Task 6: Perimeter Air and Noise Monitoring

Task 7: Allowances and Contingency²

- B. All Services shall be performed in strict compliance with all federal, state, and local agency regulations and requirements (including, without limitation, DTSC regulations/requirements, AQMD, LACSD CUPA, LACFD, and CRA requirements and regulations). Consultant is responsible for coordinating and paying the costs of all laboratory testing required.
- C. Consultant shall be responsible for submitting applications, coordinating and maintaining all necessary permits and approvals required to perform all of the work required under Tasks 1 -7 and specifically to operate and maintain the Remedial Systems and any modifications thereto during the Term of this Agreement or any extension thereof. Consultant shall be responsible for permit renewal in a timely fashion in the event they are subject to expiration or require renewal during the Term or any extension thereof.
- D. Consultant shall coordinate with RES, the CRA, and any developer of the Site with respect to any future development proposed/installed by any developer on the Site.

¹ Note: There are 13 GCCS vaults and associated gas collection lines that are located in Lenardo.

² Note: Consultant shall obtain competitive pricing for all sub-contracted work from all vendors and suppliers. Additional Work Authorization requests under the RFQP's Task 7 need be accompanied with competitive bidding documentation, and a Basis of Estimate.

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

A. For Tasks 1 through 6:

- a. Annual Source Test Flare #1, as required under Permit G43921 (A/N 590225).
- b. Monthly updates to DTSC and RES organized by a pre-meeting slide deck with summaries and graphs showing the number of on-site personnel and visits, health and safety status, O&M progress and results, recent O&M Activities, 1150.1 monitoring status, GCCS Landfill Gas Results and trends, GETS summaries, GETS and GCCS shutdowns to include causes and durations, recent Groundwater Elevation Contour Maps, perimeter air quality and noise results, methane monitoring, a permit compliance schedule, upcoming O&M activities, Project milestone summaries and anticipated report delivery, and schedule for subsequent monthly DTSC meetings. Upon resolution of COVID-19 restrictions, these monthly updates are anticipated to be conducted at the Site with DTSC.
- c. GETS Effluent Flow Meter Calibration Test results as required by I.W. Permit No. 21987.
- d. GETS O&M Quarterly Status Report as required under the GETS 2015 O&M Manual approved by DTSC .
- e. GETS Semiannual Self-Monitoring Report as required by the Los Angeles County Sanitation District.
- f. Monthly Perimeter Air and Noise Monitoring Report as required by the Ambient Air Monitoring Plan (AAMP, TetraTech 2015) and its Addenda.
- g. Air Quality Management District 1150.1 Quarterly Monitoring Report.
- h. Groundwater Monitoring Quarterly Report as required by SCAQMD Rule 1150.1.
- i. Weekly updates organized by a pre-meeting agenda and attendance by appropriate Consultant personnel providing updates to: permit compliance and due dates, air monitoring (to include identification of any anomalous readings), regulatory report statuses, and Task 7 allowance progress.
- j. Hazardous Materials Business Plan Update; update and maintain Hazardous Materials Business Plan including in the annual re-certification.
- k. Documentation as specified in the applicable GCCS and GETS O&M Manuals provided to Consultant.

- l. Notifications of GETS and GCCS Shutdowns per the June 6, 2019 Final O&M Notification Protocol.
 - m. Consultant shall test the existing clay cap on the Site monthly using estimated clay content by hand methods and visual observations of desiccation cracks and provide the results to RES monthly in the DTSC O&M monthly meeting slide deck (unless RES provides written authorization for an extended timeframe for such results).
 - n. Weather monitoring and dust data shall be managed through Netronix / Environet™. Data posting and validation shall be supported and maintained by Consultant and provided to RES as and when required.
 - o. All reports required by each permit identified in the RFQP applicable to the Site; monthly reports beginning in June 2021, quarterly reports beginning in July 2021, and annual and semi-annual reports for 2021 and subsequent years as required in the applicable permit.
- B.** For Task 7, to be managed by a Work Authorization Request and compensated on a time and materials basis:
- a. A phasing plan as and when required by RES, to coordinate when specific vaults and their landfill gas contribution to the GCCS system will be committed to treatment at the Landfill Operations Center (“LOC”) located on the Site.
 - b. Hardware repair and replacement; confined space entries into GETS or GCCS vaults and sumps; tank cleanouts; street repairs of wells located within the streets of the Site and the boundaries of the Site; new permit acquisition if existing permits expire during the Term of this Agreement; new monitoring instrumentation if required by regulatory authorities; construction support monitoring not currently active; HMBP modifications if imposed by hazardous materials added to the Site inventory by other contractors; Environmental Impact Report modifications generated by another developer; HASP revisions required by changes to the existing work scope; obligations imposed by a new SPCC plan; scope changes required for new GCCS collection wells and laterals; activated carbon media procurement, changeout/replacement and disposal; replacement of well pumps; perimeter air and noise monitoring if performed more than once per work day; and updates/revisions to the Noise Management Plan will be managed by a Work Authorization Request and under Task 7 and compensated on a time and materials basis.
 - c. Upon the restart of any construction activities, monitoring and reporting as necessary to comply with Air Quality Management District Rule 1466.

III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep RES updated of the status of performance as and when required by Section II above and Exhibit “A-1” below, and as otherwise set forth in the Schedule of Performance, which shall at the least, require weekly meetings attended

by appropriate Consultant personnel and RES staff, and monthly updates to DTSC and RES (upon resolution of COVID-19 restrictions, such monthly updates shall be conducted at the Site with DTSC as and when required by RES). All work product is subject to review and acceptance by RES, and must be revised by the Consultant without additional charge to RES until found satisfactory and accepted by RES.

IV. Consultant will use its best efforts to utilize the following personnel to accomplish the Services:

- A. Laura Tobin, PG, REP as Program Director
- B. Robert Van Hyning, PE as Program Manager
- C. Lindsay Hunt, M. Eng. Assistant Program Manager
- D. Lindsey Angell, PE for Compliance
- E. Guy Graening, PE for PANM obligations
- F. James More for GCCS O&M obligations
- G. Chris Romero, PE for GETS O&M Obligations
- H. Ryan Hillman, PE for Landfill Cap O&M
- I. Kris Johnson, PG, CEG for Groundwater Monitoring
- J. Travis Rhymes as Lead Technician

Such personnel shall not be substituted by Consultant without the prior written consent of RES, which consent shall not be unreasonably withheld or delayed.

EXHIBIT "A-1"

TASK 1 O&M MANAGEMENT SERVICES

The O&M management services task includes regulatory meetings, reporting of system and monitoring data to RES and the regulatory agencies, as needed communication with the regulatory agencies, coordination of the health and safety program, daily Site management, as needed coordination with other contractors, scheduling and budget management.

This Task includes the following:

- Monthly preparation of a PowerPoint status report for DTSC (includes review by RES Contract Officer) and attendance the monthly DTSC Meetings by the Program Manager and Assistant Program Manager of Consultant.
- Preparation and submittal of a monthly GETS Status Report to DTSC (includes review by the Contract Officer).
- Preparation and submittal of a monthly GCCS Status Report to DTSC (includes review by RES Project Manager).
- Preparation and submittal of a monthly Cap Status Report to DTSC (includes review by the Contract Officer).
- Prevailing Wage Compliance.
- A monthly allowance for regulatory interface by the Program Manager of Consultant assumed to be approximately 2 hours per month.
- Weekly (phone) coordination meetings (approximately one hour) attended by Consultant, the Program Manager or the Assistant, Program Manager of Consultant, the Lead Site Technician, RES's on-Site manager, and others as appropriate.
- Monthly Site visits by the Program Manager or the Assistant Program Manager (will be coupled to other Site visits or meetings as appropriate) attended by Consultant, the Program Manager or the Assistant, Program Manager of Consultant, the Lead Site Technician, RES's on-Site manager, and others as appropriate.
- Monthly HSSE site audit, preparation of audit memo, and submittal to RES

This Task does not include coordination with other contractors since no other work is being performed on Site at this time. Additionally, the payment of permit fees and permit renewals will be done as needed under the work authorization process.

TASK 2 LANDFILL CAP SYSTEM O&M

The landfill cap system O&M task includes cap inspection and site dust control activities as follows:

- Cap inspection to check for cracks and erosion (6 hours per month)
- Cap watering/dust control (3 days per week, 8 hours per day) which assumes that water is available at fill point that can fill a 2,000-gallon water truck within one hour. This task includes a water truck driver paid at the prevailing wage rate for a Group III Teamster. The water truck is onsite full time. The pricing includes fuel but would be subject to a work authorization if fuel prices increase by more than 10 percent over the course of the Term of this Agreement.
- Soil cover moisture inspection which assumes soil sampling (10 samples per month), data analysis, and reporting (2 hours per month). It is also assumed that one of the onsite technicians will be able to perform this inspection while onsite without making a special trip.

This Task does not include:

- Regrading of soil cap or revegetation
- Repair work to the geosynthetic liner system
- Maintenance of geosynthetic materials stored on site

TASK 3 GAS COLLECTION AND CONTROL SYSTEM (GCCS) O&M

The GCCS control system O&M tasks covers routine operation and maintenance of the GCCS, monitoring as stipulated in the operating permits and the RFQP, data management, and reporting.

This Task includes:

- Routine daily (M-F) operation and maintenance of the existing GCCS components
- Supervision and management of necessary subcontractors
- Flare Maintenance includes:
 - Monitoring of the flare operation, routine system checks, and basic inspection of system alarms.
 - Monthly, quarterly, and annual maintenance activities per the Draft GCCS Operations and Maintenance Manual provided to Consultant
 - Does not include equipment replacement (e.g., blower, air compressor)
 - Does not include connection of second flare facility
 - Operation of the granular activated carbon system assumes that the carbon has absorption capacity and that the influent contaminant concentrations are consistent with the use of the system

- Flare Maintenance does not include:
 - Equipment replacement (e.g., blower, air compressor)
 - Connection of second flare facility
- Monitoring – Flare, Wells, and Probes includes:
 - Monthly monitoring of the LFG collection wells, and monitoring of the flare station using handheld instruments
 - Monthly monitoring of the perimeter probes using handheld instruments
 - Data entry and maintenance of the project database
- Monitoring – Flare, Wells, and Probes does not include:
 - O&M of the Cell 2 collection system
 - Well installation or decommissioning
 - Replacement of lateral or condensate pipelines
- This Task includes implementation of the 1150.1 SEM Monitoring Alternative Compliance Plan, which incorporates integrated and instantaneous surface monitoring and sampling, flare inlet sample collection and analysis, ambient air monitoring within the flare station, and flare station leak monitoring.
- This Task includes 1150.1 Surface Emissions Monitoring (SEM) quarterly and annual reporting. Reports will be provided to RES for review 10 business days prior to agency submittal. This assumes that RES will provide comments on the report 5 business days before the agency submittal date and that no further submittals to RES are required.
- The Task includes annual source testing of the three control devices per current SCAQMD requirements.
- The Task includes preparation of monthly and quarterly data reports of the GCCS. This assumes there will be a total of 12 reports.
- The Task includes GCCS operation and optimization which includes review of the monthly monitoring data and adjustments to individual wells within the field to ensure negative pressure at the well head.

TASK 4 GROUNDWATER EXTRACTION AND TREATMENT SYSTEM (GETS)

The GETS O&M task covers routine O&M of the GCCS, monitoring as stipulated in the operating permits and the RFQP, data management, and reporting.

- This Task includes management of necessary subcontractors
- The Task includes data management consisting of:

- Database management
- Weekly field data management
- Quarterly lab data management
- Semi-annual lab data management
- This Task includes routine daily (M-F) O&M of the existing GETS components consisting of:
 - Monthly, quarterly, and annual maintenance activities per Final Operations and Maintenance Manual GETS for the Upper Operable Unit previously provided to Consultant by RES
 - Daily (M-F) Pump Inspection/Maintenance
 - General Routine Maintenance/Troubleshooting
 - Common consumables required for GETS operation (e.g., filter bags)
 - Compressor servicing (per manufacturer's recommendations)
 - Chemical delivery (anti-scalant)
- This Task includes routine quarterly effluent and monthly air emissions sampling and analysis, including data entry and maintenance of the project database
- This Task includes internal, monthly, quarterly, and semi-annual reporting, as described in the RFQP
- This Task does not include equipment (e.g., pump, air stripper trays) replacement or media changeouts in the carbon vessels

TASK 5 GROUNDWATER MONITORING

The groundwater monitoring task includes collection of groundwater samples, laboratory analyses, data management, and reporting as required by the Remedial Action Plan (RAP) and the RFQP.

This Task includes:

- Management of necessary subcontractors
- Quarterly sampling, per the RAP, of the monitoring well network for the listed constituents
- Offsite encroachment permitting and traffic control
- Data management and data quality assurance.
- This Task does not include
 - pump replacement,
 - well installation or
 - well development

This Task includes offsite encroachment permitting and traffic control.

- It is assumed that profiling of the purge water is not required and that it can be discharged directly to the GETS
- Reporting will be performed quarterly, and all reports will be submitted to RES and CRA two weeks prior to submittal to DTSC.

TASK 6 PERIMETER AIR AND NOISE MONITORING

The perimeter air and noise monitoring task include collection of air samples, collection of noise measurements, laboratory analyses, data management, and reporting, as required by the RAP and the RFQP.

This Task includes

- Compliance with the amended Ambient Air Monitoring Plan, SCAQMD Rules 402, 403, 1150 and 1150.1 (as applicable), the Site HASP, and the City of Carson Municipal Code (including all applicable noise requirements).
- Maintenance of the onsite weather station
 - Includes cleaning of station receptors per manufacturer's recommendations
 - Does not include replacement of station or any of its components
- Portable monitoring - Daily @ 11 stations
- Fixed monitoring - Continuous @ 5 stations
- Air sampling - Monthly @ 5 stations
- Air sampling - Quarterly @ 5 stations
- Data management
- Reporting - Monthly PANM Report

EXHIBIT "B"

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

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

None

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Consultant shall perform the following Services at the following rates:

THREE-YEAR ALTERNATIVE BID			
YEAR	LUMP SUM AMOUNT	MONTHLY PROGRESS AMOUNT	TASK 7 ALLOWANCES AND CONTINGENCY
1	\$1,332,000	\$111,000	\$1,000,000
2	\$1,268,000	\$105,667	\$1,000,000
3	\$1,268,000	\$105,667	\$1,000,000

II. A retention of five percent (5%) shall be held from each invoice and shall be paid a month in arrears, except to the extent Consultant fails to meet schedule requirements imposed by permit, regulation, or as agreed to in an applicable workplan or Task 7's schedule deadline. Should Consultant fail to meet such agreed to deadline, retainage shall not be released until the payment cycle after delivery of such Services has been made. It is agreed that the applicability of retainage will be reviewed annually and may be modified or eliminated if agreed in writing by both Parties.

III. RES will compensate Consultant for the Services performed upon submission of a valid invoice, in accordance with Section 2.2. For Task 7 Services, each invoice is to include:

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

IV. The total compensation for the Services shall not exceed \$6,868,000, as provided in and subject to the additional maximum Contract Sum requirements set forth in Section 2.1 of this Agreement.

V. Consultant's billing rates for all personnel are attached as Exhibit "C-1".

EXHIBIT "C-1"

CONSULTANT'S BILLING RATE TABLE

Standard Rate Table - Out of Scope Additional Services		
WSP USA Inc.		
Cal Compact Landfill Operations and Maintenance 2021		
Category/Item	Unit	Rate*
Labor		
Principal	hour	\$265
Program Manager/Senior Engineering Manager	hour	\$245
Program Director	hour	\$245
Senior Supervising Engineer	hour	\$230
Senior Supervising Geologist	hour	\$205
Supervising Engineer	hour	\$185
Principal Technical Specialist/Industrial Hygienist	hour	\$180
Assistant Program Manager/Senior Engineer	hour	\$155
Supervising Geologist	hour	\$150
Senior Supervising CADD Tech	hour	\$145
Engineer II	hour	\$130
Technical Specialist	hour	\$130
Senior Project Accountant	hour	\$130
Project Accountant II	hour	\$115
Geologist II	hour	\$120
Senior CADD Tech	hour	\$115
Engineer I	hour	\$105
Geologist I	hour	\$93
CADD Tech II	hour	\$90
Senior Admin Assistant	hour	\$80
CADD Tech I	hour	\$80
Admin Assistant	hour	\$70
Construction Manager **	hour	\$125
Senior Construction Inspector/Lead Technician **	hour	\$110
Construction Inspector II **	hour	\$75
Construction Inspector I **	hour	\$65
Additional Reimbursable Expenses		
Dual Interface Probe	day / week	\$65 / \$250
Groundwater Level Indicator	day / week	\$30 / \$120
Photoionization Detector / FID or Similar	day	\$60 (PID)
Automated Samplers, Monitors, and Data Loggers	day / week	\$75/ \$350
PID / FID / Multi Gas Meter (or Similar)	day	\$120 (multi gas meter)
Groundwater Sampling Kit	day	\$200
Soil Sampling Kit	day	\$100
Rental Vehicle	day	\$120
Mileage	\$/mile	current IRS rate
Temp/pH/Conductivity Meter	day / week	\$35 / \$140
Dissolved Oxygen Meter	day / week	\$40 / \$160
YSI 565 Multi-parameter Meter	day / week	\$110 / \$350
Organic Vapor Meter	day / week	\$50 / \$200
Q Rae+ LEL Meter	day / week	\$35 / \$140

Standard Rate Table - Out of Scope Additional Services
WSP USA Inc.

Cal Compact Landfill Operations and Maintenance 2021		
Category/Item	Unit	Rate*
Labor		
UAS Drone	day	\$1,325
Tyvek Suit	each	\$5
Level C PPE	day	\$25
2-inch Electrical Submersible Pump	day / week	\$45 / \$180
Peristaltic Pump	day / week	\$45 / \$180
HDPE Disposable Bailers	each	\$8
3/8-inch PE tubing	foot	\$0.25
Hand Auger	day / week	\$15 / \$60
Nitrile Gloves	box	\$17
Distilled Water	gallon	\$1
Field Notebook	each	\$20
Survey Stakes	each	\$0.50
Survey Tape	roll	\$8
Trimble GEOXT GPS	day / week	\$60 / \$240
Global Positioning System Unit	day / week	\$25 / \$100
Generator	day / week	\$100 / \$400
Drum Labels	each	\$0.50
Visqueen (4 mil. 20' x 100')	roll	\$40
Duct Tape	roll	\$5
Metal Detector	day	\$50
Filters - metals	each	\$18
Lock	each	\$15
Air Compressor	day / week	\$15 / \$60
Portable Gas Flux Meter	day / week	\$500 / \$2,500
MSA Explosimeter	day / week	\$35 / \$140
Fusion Machine	day / week	\$200 / \$600
SVE Test Equipment	day / week	\$275 / \$1,000
Bioslurping Test Equipment	day / week	\$275 / \$1,000
Air Sparge Test Equipment	day / week	\$275 / \$1,000
Pilot Test Equipment	day	\$250
Water Treatment System	day / week	\$350 / \$1,000
Flow Meter	day / week	\$75 / \$300
Dewatering Pump	day / week	\$50 / \$200
Pressure Washer	day / week	\$30 / \$120
Fuel Tank & Pump	day / week	\$50 / \$200
Pass Through Rate - Subcontractor Costs and Management		
All Subcontracted Services	% Markup Per Task	7%

* Rates are applicable to the one year term beginning April 2021 through May 2022. A three percent annual escalation applies, however, for an initial three year agreement, rates will be fixed for a period of 36 months.

** Rate may be subject to PREVAILING WAGE.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

- I. Consultant shall perform all Services timely in accordance with the following schedule:**

Due Dates:

- | | |
|------------------------------------|---|
| <p>A. Tasks 1 through 6</p> | As specified in the applicable permits, workplans provided by RES to Consultant, and in the applicable agreements/documents that are subject to regulatory oversight by other agencies/districts with respect to the Site, and as also set forth in Exhibits " <u>A</u> " and " <u>A-1</u> " attached hereto. |
| <p>B. Task 7</p> | As agreed upon between Consultant and RES during scope review for such Services. |

- II. Consultant shall deliver the following tangible work products to RES by the following dates.**

- | | |
|-------------------------------|---|
| <p>A. Tasks 1 – 6:</p> | As specified in applicable permits, workplans, and agreements that are provided to Consultant or are subject to regulatory oversight by other agencies / districts with respect to the Site, and as required in the RFQP or otherwise as set forth in Exhibits " <u>A</u> " and " <u>A-1</u> " attached hereto. |
| <p>B. Task 7:</p> | As agreed upon between Consultant and RES during scope review which shall be set forth in the applicable workplan/scope/task order for such Services. |

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

EXHIBIT "E"

ACKNOWLEDGMENT AND CONSENT OF CONSULTANT

May
June 27, 2021

Carson Reclamation Authority
City of Carson, California
701 E. Carson Street
Carson, CA 90745

Attention: John S. Raymond
Director of Community Development

Ladies and Gentlemen:

The undersigned ("Consultant") has executed an agreement (the "Consultant Contract") dated May 27 2021, between Consultant and RE Solutions, LLC (the "Company") pursuant to which Consultant has agreed to perform certain services as set forth in the Consultant Contract with respect to a project ("Project") located in the City of Carson, California, and known as the former Cal Compact Landfill (the "Site") and more fully defined / described in the Consultant Contract.

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

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

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

2. In the event that CRA requests Consultant continue performance on CRA's behalf as set forth in paragraph 1 above, Consultant shall attorn to CRA and recognize CRA as the counter-party under the Consultant Contract, and the Consultant Contract shall continue in full

force and effect as a direct contract between CRA and Consultant for the full term thereof; provided, however, that CRA shall not be:

- (i) liable for any act or omission of Company (including omission of payment);
- (ii) subject to any offsets or defenses which Consultant might have against Company; or
- (iii) bound by any amendment or modification of the Consultant Contract not consented to in writing by CRA.

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

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

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

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

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

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

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

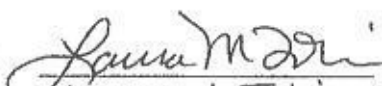
10. The individual or officer executing this instrument on behalf of Consultant hereby personally certifies that he or she is authorized to do so.

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

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

Very truly yours,

WSP USA

By: 
Name: Laura M. Tobin
Title: Vice President

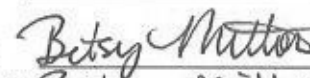
By: 
Name: Betsy Mitton
Title: Assistant Vice President

EXHIBIT "F"

LIST OF COVERED PARTIES

1. SI-Carson LLC
2. Carson Reclamation Authority
3. City of Carson
4. RE Solutions, LLC
5. Carson Goose Owner, LLC
6. Carson Goose Holdco, Inc.
7. Carson Goose Investors, LLC
8. Carson Mylo Owner, LLC
9. Faring Capital, LLC
10. Carson Redevelopment Agency
11. Community Facilities District No. 2012-1 of the City of Carson
12. Community Facilities District No. 2012-2 of the City of Carson
12. City of Carson Housing Authority

With respect to each of the above-referenced entities, all owned, managed, controlled, non-controlled and subsidiary companies, corporations, entities, joint ventures, limited liability companies, partnerships, and their constituent partners and members, all lenders for the Project, and ground lessors of the Site or improvements comprising the Project, each as indicated by notice from RES to Consultant.

Additional buyers/developers for the Project on the Site may be added from time to time with notice to Consultant which shall be selected for specific phases of the Project with the approval of the CRA.

SCHEDULE 1

LIST OF PRE-APPROVED SUBCONTRACTORS

Table 1: WSP Subcontractor List - Cal Compact O & M 2021

Subcontractor	Services	Est. Annual Budget	Sub Contact
American Integrated Services, Inc.	Water Truck, disposal of waste	\$ 85,200	Melynda Borrego Mborrego@americanintegrated.com P.O. Box 92316, Long Beach, CA 90809-2316 • 1502 E. Opp St., Wilmington, CA 90744-3927 Phone: 310.522.1168 • 888.423.6060 • FAX 310.522.0474
American Compressor Company	GETS Air Compressor repair, task 7 only	Task 7 Only	Tony Piraino 10144 Freeman Ave. Santa Fe Springs, CA. 90670 562-944-6188 tony@americancompressor.com
ATmAA Inc.	Air Lab for Flare	\$ 6,500	Brian Fung 23917 Craftsman Rd. Calabasas, CA 91302 818-223-3277 main 818-223-8250 fax
BC Laboratories	Air, Water, Soil Lab	\$ 135,200	Molly Meyers Phone: 661-327-4911 ext. 250 Direct: 661-852-4250 Mobile: 661-496-6757 mmeyers@bclabs.com
Biogas Engineering	GCCS support for well field and flare Task 7 Only	Task 7 Only	Salar Aliassar, PE 2321 E. 28th Street Suite # 400 Signal Hill, CA 90755 C: (714) 331-0577 E: saliassar@biogaseng.com
Blaine Tech Services, Inc.	GW Sampling	\$ 81,900	Robert Sunjara Project Manager rsunjara@blainetech.com (310) 885-4455 x 115. 20735 Belshaw Ave Carson, CA 90746
Frank's Industrial	Electrical for GETS/Flare, Task 7 Only	\$ 2,100	Mitch Hahn (310) 261-0181 mitchjhahn@yahoo.com 1426 259th Street Harbor City, CA 90710
GHD	PANM Consultant	\$ 113,000	Guy Greaning (530) 677-5515 Guy.Graening@ghd.com 4080 Plaza Goldorado Circle Cameron Park CA 95682 USA
Pisti Electric	Electrical for GETS/Flare, Task 7 Only	\$ 2,100	Trent Giannetakis (714) 272-0841 trent@pistielectric.com 5673 Los Amigos St, Buena Park, CA 90620
Quad Knopf, Inc. dba QK Inc.	Field Surveying, Task 7 Only	Task 7 Only	Brandon Walker PLS

			Senior Surveyor 5080 California Avenue, Suite 220 Bakersfield, CA 93309 (661) 616-2600 Office (661) 333-1677 Cell Brandon.Walker@qkinc.com
RES Environmental Services	GCCS Air Lab	\$ 18,500	Robert Johns rjohn@resevrinomental.com 865 Via Lata Colton, Ca 92324 951-543-2492
Total Air Analysis Inc.	Flare Testing	\$ 5,300	Russ Logan 310-518-5133 total_air@msn.com 1210 E 223rd Street, Ste 314 Carson, CA 90745
West Coast Environmental Solutions	Off Haul of waste, Task 7 only	Task 7 Only	Bernie Herron (562) 244-1186 2694 Lime Ave., Signal Hill, CA 90755