

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CARSON RECLAMATION AUTHORITY AND
LEIGHTON CONSULTING, INC.**

THIS AGREEMENT FOR CONTRACT SERVICES (herein “Agreement”) is made and entered into this day of November, 2021 by and between the **CARSON RECLAMATION AUTHORITY**, a California joint powers authority (“CRA” or “Authority”) and **LEIGHTON CONSULTING, INC.**, a California corporation (“Consultant”). CRA and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

A. Consultant previously entered into an Agreement For Contract Services, dated August 28, 2017 (as such agreement has been amended and modified from time to time, the “Original Contract”), with RE Solutions LLC (“RES”) and the CRA whereby Consultant agreed to provide certain geotechnical engineering services to RES and the CRA related to that certain 157-acre parcel of real property (the “Site”) which is owned by CRA, located at 20400 S. Main Street, Carson, California, and commonly known as the former Cal Compact Landfill. The Site was previously operated as a Class 2 landfill between 1958 and 1965.

B. The CRA has a need for certain additional services from Consultant to (among other things) perform document review, subsurface explorations, laboratory testing, and engineering analyses to develop geotechnical design recommendations for a proposed project within Cells 3, 4, and 5 of the Site (all as more particularly described below); however, none of the terms or conditions hereunder shall affect or impact the terms under the Original Contract.

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

NOW, THEREFORE, the Parties hereto agree as follows:

1. SERVICES OF CONSULTANT

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

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

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

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

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

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference, but not exceeding the maximum contract amount of **Three Hundred Seventy Thousand Six Hundred Dollars (\$370,600)** (“Contract Sum”).

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

The CRA shall independently review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this

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

2.3 Additional Services. CRA shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the CRA Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in the compensation due to Consultant of up to ten percent (10%) of the Contract Sum, but not exceeding a total contract amount of Fifteen Thousand Dollars (\$15,000) for such additional work, or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the CRA Board. must be approved by CRA. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

3. PERFORMANCE SCHEDULE

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

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

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against 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 one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit “D”).

4. COORDINATION OF WORK

4.1 Representative of Consultant. **Eric M. Holliday, Senior Project Geologist of Consultant**, is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant’s staff and subcontractors, and shall keep RES informed of any changes.

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

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

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

5. INSURANCE AND INDEMNIFICATION

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

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

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

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

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

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

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

5.2 General Insurance Requirements.

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

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

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

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

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

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

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

6.3 Confidentiality and Release of Information.

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

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

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

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

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

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

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

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

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

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

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

7.3 Termination Prior to Expiration of Term.

(a) CRA Termination Rights.

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

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

(b) Consultant's Termination Rights. Consultant may terminate this Agreement for cause if CRA unreasonably fails to make justified payments to Consultant for services authorized and performed by Consultant in accordance with the terms of this Agreement. In order to terminate this Agreement for cause, Consultant must provide CRA with written notice of its intent to terminate. CRA shall have thirty (30) days in which to cure or commence to cure

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

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

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

8. MISCELLANEOUS

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

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

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

8.3 Notice. Any notice, demand, request, document, consent, approval, or communication either Party desires or is required to give to the other Party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of CRA, to the attention of the Contract Officer (with her/his name and title), CARSON RECLAMATION AUTHORITY, 701 E. Carson St., Carson, California 90745 (with a copy to Sunny Soltani, Aleshire & Wynder LLP, 1881 Von Karman Ave., Suite 17000, 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.

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

Consultant's Authorized Initials _____

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

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

[Signatures on the following page.]

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

“CRA”:

CARSON RECLAMATION AUTHORITY, a
California joint powers authority

Name: John Raymond
Title: Executive Director

ATTEST:

By:_____
Donesia Gause-Aldana, Authority Secretary

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, Esq.
Legal Counsel for CRA
[dja]

“CONSULTANT”:

LEIGHTON CONSULTING, INC., a California
corporation

By:_____
Name:
Title:

By:_____
Name:
Title:
Address: 17781 Cowan
Irvine, California 92614-6009

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2021, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

☐

INDIVIDUAL

☐

CORPORATE OFFICER

TITLE(S)

TITLE OR TYPE OF DOCUMENT

☐

PARTNER(S)

☐

LIMITED

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GENERAL

NUMBER OF PAGES

☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER _____

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

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

SIGNER(S) OTHER THAN NAMED ABOVE

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SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT “A”

SCOPE OF SERVICES

I. Consultant will perform the following Services:

A. TASK 1: includes but is not limited to document review, subsurface explorations, laboratory testing, and engineering analyses to develop geotechnical design recommendations for a proposed development within Cells 3, 4, and 5. Consultant’s scope of work for Task 1 shall generally consist of the following:

1. Review available documents with pertinent geotechnical information for the Site and surrounding uses.
2. Coordinate all services with the CRA, RES, Carson Goose Owner, LLC, EKI, and Michael Baker International.
3. Coordinate submittal to the CRA and the DTSC of the updated health and safety plan (WP/HSP) for the Site.
4. Finalize the WP/HSP for subsurface explorations to the DTSC and obtain the permits required for the work.
5. Conduct a field reconnaissance to further observe Site conditions, determine access for heavy equipment and mark the locations of Consultant’s planned explorations. As required by the State of California, Consultant will also notify Underground Service Alert of the locations of its planned explorations prior to drilling. Consultant shall obtain a Los Angeles County Well Permit prior to performing subsurface investigation.
6. Perform subsurface exploration to determine the nature and stratigraphy of the subsurface soils, landfill, and alluvium contact; and to obtain undisturbed and bulk samples for laboratory testing. This shall include drilling twenty nine (29) continuous core and hollow-stem auger borings to a target depth of 90 feet or at least 30 feet below the bottom of refuse. The primary objective of the proposed subsurface exploration program is intended to delineate the bottom of refuse below the planned buildings for the project proposed on Cells 3, 4 and 5. Foundation pile length is directly correlated to the depth of refuse. The proposed explorations are intended to minimize pile lengths for the proposed project. Consultant will conduct all drilling and sampling in general accordance with applicable ASTM standards. Consultant will perform standard penetration tests (SPTs) within the natural soils in the boring. Consultant will also obtain bulk samples of the upper soils. Consultant will provide notification to all laboratories and personnel handling samples collected from the Site of the possible presence of hazardous substances. All such work shall be performed in accordance with all applicable laws and DTSC requirements/regulations.

7. Perform all necessary geotechnical laboratory testing of soil samples for determination of the physical soil properties, in accordance with all State laws and DTSC requirements/regulations.
8. Perform an engineering evaluation of the geotechnical data to develop recommendations for design of the project proposed for Cells 3, 4, and 5.
9. Perform a geologic seismic hazards evaluation to define the geologic environment and evaluate geologic and seismic hazards that may affect the site. The study will address the potential for primary earthquake hazards (ground shaking and surface rupture) and secondary seismic effects (seismic settlement, lurching and seiches) impacting the Site. This process shall be analyzed and integrated into a design report provided to the CRA for the proposed project on Cells 3, 4, and 5.
10. Perform a ground motion study in conformance with the California Building Code ("CBC").

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

- A. The updated WP/HASP for the Site for submittal to the CRA and ultimately to DTSC, following approval from the CRA.
- B. Results of the subsurface explorations and laboratory tests, with a description of the soil and groundwater conditions encountered, and a discussion regarding similarities and differences (if any) between the current and prior investigations.
- C. Results of liquefaction potential of the soils underlying the Site.
- D. Results of the geologic seismic hazards evaluation to satisfy the requirements of Title 24 of the California Code of Regulations and guidelines outlined by the California Geological Survey (CGS).
- E. Results of the ground motion study to provide response spectra for design of the buildings and foundations for Cells 3, 4, and 5 of the Site.
- F. A design report including the following: (i) recommendations for design of new foundations and walls below grade, floor slabs and paving support and for earthwork, and (ii) recommendations for design of deep foundations to be used for support of the warehouse structures including allowable increases for wind or seismic loads, (iii) estimated settlements for the anticipated loadings, (iv) Consultant's determination of the applicable Site coefficients and seismic zonation based upon the CBC, (v) recommendations regarding frictional and passive values for resistance of lateral forces, (vi) recommendations for design of retaining walls and walls below grade, (vii) recommendations for temporary shoring as needed, (viii) recommendations for floor slab support, (ix) recommendations for corrosion protection of ferrous material and concrete in contact with any Site soils, (x) recommendations for design of asphalt

concrete and cement concrete paving, (xi) recommendations for earthwork including site preparation, excavation and the placement of any required fill, and (xii) all graphics related to same, including those set forth in Consultant's proposal to the CRA, dated November 16, 2021 (No. IR21-510).

III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the CRA updated of the status of performance by delivering the following status reports:

- A.** Weekly account of completed tasks and status of progress to the CRA.
- B.** Email and telephonic communications with the CRA and RES, as requested.

IV. All work product is subject to review and acceptance by the CRA, and must be revised by the Consultant without additional charge to the CRA until found satisfactory and accepted by the CRA.

V. Consultant will utilize the following personnel to accomplish the Services:
[LEIGHTON TO CONFIRM]

- A.** Carl Kim, Senior Principal Engineer
- B.** Joe Roe, Principal Geologist
- C.** Jeff Pflueger, Associate Geologist
- D.** Sierra Michaelson, Staff Geologist
- E.** Eric Holliday, Senior Geologist
- F.** Buu Tran, CAD Operator
- G.** Lynne Rees, Project Administrator
- H.** Gina Velarde, Word Processor
- I.** Sreekar Pulijala, Senior Project Engineer
- J.** Ed Che, Senior Project Engineer
- K.** James Ward, Laboratory Manager
- L.** Jeff Johnson, Project Engineer
- M.** Meredith Church, Associate Geologist
- N.** Brynn McCullough, Associate Geologist
- O.** Mark Withrow, Project Engineer

P. John Heartle, Associate Engineer

EXHIBIT “B”

SPECIAL REQUIREMENTS (Superseding Contract Boilerplate)

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

I. Section 1.1 is hereby modified as follows:

“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. Consultant ~~warrants~~ ***represents*** 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.”

II. Section 1.2 is hereby modified as follows:

“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.”

III. Section 5.1 paragraph (f) is hereby modified as follows:

“(f) Subcontractors. ~~All of Consultant’s subcontractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor.~~ ***All coverages for subcontractors shall be subject to all of the requirements stated herein, including expressly, the obligation to name Consultant, CRA, City and its affiliated agencies and their respective officers, and employees, as additional insureds on the policies listed above, with the exception of Professional Liability and Worker’s Compensation.***”

IV. Section 5.2 is hereby modified as follows:

“5.2 General Insurance Requirements.

Unless otherwise approved in writing by CRA, all of the above policies of insurance, ***except Worker’s Compensation and Professional Liability coverage***, shall be primary insurance and shall name CRA, City and its affiliated agencies and their respective officers, employees and agents as additional insureds and any insurance maintained by CRA, or City and their respective officers, employees or agents may apply in excess of, and not contribute with Consultant’s insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against CRA, the City and its affiliated agencies, their respective officers, employees and agents and insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any Party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to CRA. In the event any of said policies of insurance are cancelled,

the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 5 to the Contract Officer. No work or services under this Agreement shall commence until the Consultant has provided CRA with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by CRA. CRA reserves the right to inspect complete, certified copies of and endorsement to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to CRA.

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

V. Section 8.2 is hereby modified as follows:

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

EXHIBIT “C”

SCHEDULE OF COMPENSATION

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

	RATE	TIME
A. Task 1 total:	\$370,600	4 weeks

SUB-BUDGET

Table 1 - Geotechnical Fees Prevailing Wage-Basic Scope

Task Description	Estimated Fee
Boring Markout, Background Research, Field Preparation and Permitting	\$3,457.00
Coordination with RES/CRA/MBI/Faring/and EKI	\$4,501.00
Work plan and Health and Safety Plan preparation	\$1,458.00
Geotechnical and Geophysical Exploration Leighton Field Costs (31 days-29 borings and 2 days geophysical exploration)	\$86,160.00
Geotechnical Laboratory Costs	\$12,140.00
Engineering Analysis-Seismic Evaluation, Liquefaction Analyses and Ground Motion Study	\$27,306.00
Final Reporting-Design Level for County Submittal	\$20,255.00
Subtotal	\$155,277.00
Prevailing Wage Outside Costs plus 10% Markup	
Drilling Subcontractor: Continuous Core and Hollow Stem 29 borings- 29 days (includes fork-lift and hopper to transport cuttings)	\$183,675.00
Geophysical Study-Seismic Velocities (Vs30)	\$2,604.00
Analytical and Soil Disposal (Includes roll-off bins)	\$18,196.00
Air Monitoring Equipment Rental	\$1,210.00
Permits Los Angeles County Department of Public Health	\$1,650.00
Subtotal	\$207,335.00
Grand Total	\$362,612.00

Table 2 - Geotechnical Fees Prevailing Wage per Additional Boring

Task Description	Estimated Fee
Geotechnical Exploration Leighton Field Costs (2-member team per day - assume 1 boring per day)	\$2,851
Prevailing Wage Outside Costs plus 10% Markup	
Drilling Subcontractor: Continuous Core and Hollow Stem 29 borings - 29 days (includes fork-lift and hopper to transport cuttings)	\$5,128
Grand Total per Additional Boring	\$7,979

NOTE:

The fee for the subsurface explorations shown in the tables above should be considered as a rough estimate because of the nature of the subsurface materials and possible subsurface obstructions. Some explorations may not need to achieve the average target depth of 90 feet, while other borings may be advanced beyond our target 90 feet. Therefore, based on this approach Consultant has assumed one boring can be achieved per day. Consultant will make every reasonable attempt to advance as many explorations per day as a function of subsurface conditions encountered. Consultant may encounter impenetrable materials or materials that will bind around the auger that may require abandonment and relocation of borings. Consultant suggests an optional contingency of approximately 15 percent of the total fee estimate to attempt to address these extra costs that may be incurred.[TO DISCUSS -THIS IS PROBLEMATIC FOR THE CRA, IF THE CONTINGENCY COULD BE LIMITED TO THE \$15K AMOUNT, STATED ABOVE IN SECTION 2.3, THAT IS OUR PREFERRED ROUTE TO ADDRESS THIS.]

If the soil cuttings cannot be disposed onsite and the materials tested are deemed hazardous then the fees above do not include disposal of RCRA hazardous materials. If the soil cuttings and fluids are found to be RCRA hazardous, the offsite disposal fees quoted in the tables above could be as high as \$25 per linear foot of drilling, depending on the level of contamination encountered. The estimated fee for offsite disposal of cuttings and fluids is an assumed allowance and not 100% committed dollars. Should onsite cutting/soil management be allowed by the DTSC, then only incidental charges associated with temporary onsite containerization and movement will be billed to the CRA (i.e. actual effort and subcontractor cost expended).

The fees set forth above es will be based on Consultant's 2018 Professional Fee Schedule under the Original Contract, with a 10% discount; on a not to exceed time-and-materials basis. Consultant's standard subcontractor and outside cost mark-up of 18% has been reduced to 10% for the services provided herein.

The fees stated above have been made based on the following assumptions: (i) the Site does not contain unmapped private underground utilities;(ii) the Site plans for which these fees are based on remain applicable; and (iii) the assumption that the field exploration program will be performed during normal work hours.

The scope and tasks for these services are subject to California Prevailing Wage Laws, which have been included within the fees set forth above.

- II. A retention of ten percent (10%) may be held from each payment as a contract retention to be paid as a part of the final payment upon satisfactory completion of services.**
- III. Within the budgeted amounts for each Task (or each Task subbudget), and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 2.3.**

- IV. CRA will compensate Consultant for the Services performed upon submission of a valid invoice, in accordance with Section 2.2. Each invoice is to include:**
- A.** Line items for all the work performed, the number of hours worked, and the hourly rate.
 - B.** Line items for all materials and equipment properly charged to the Services.
 - C.** Line items for all other approved reimbursable expenses claimed, with supporting documentation.
 - D.** Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
- V. The total compensation for the Services shall not exceed \$370,600, as provided in Section 2.1 of this Agreement.**

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

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

	<u>Days to Perform</u>	<u>Deadline Date</u>
A. Task 1	5 ½ weeks	No later than January 1, 2022

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

- A.** The updated WP/HASP for the Site by December 1, 2021.
- B.** Results of (i) the subsurface explorations and laboratory tests, (ii) the liquefaction potential of the soils underlying the Site, (iii) the geologic seismic hazards evaluation, and (iv) the ground motion study; by December 30, 2021.
- C.** The design report set forth in Exhibit , Section I.A.F., by January 1, 2022.

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

EXHIBIT “E”
INSURED PARTIES

- CAM-Carson LLC
 - Macerich Management Company
 - Macerich FOLA LLC
 - SI-Carson LLC
 - The Macerich Partnership, L.P.
 - The Macerich Company
 - Simon Property Group, L.P.
 - Carson Reclamation Authority
 - City of Carson
 - RE Solutions, LLC
 - SL Carson Builders, LLC
 - TRC Solutions, Inc.
 - TRC Companies, Inc.
 - Carson Redevelopment Agency
 - Community Facilities District No. 2012-1 of the City of Carson
 - Community Facilities District No. 2012-2 of the City of Carson
 - City of Carson Housing Authority
 - Carson Goose Owner, LLC
 - Carson Mylo Owner, LLC
- Additional buyers/developers for any project proposed within the Site, shall be added as an Insured Party promptly following a written request from the CRA to Consultant.
- With respect to each of the above-referenced entities, the term Insured Parties shall include 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 projects proposed on the Site, and ground lessors of the property or improvements comprising any such projects on the Site.