

Orange Countywide Oversight Board

Date: 1/28/2020

Agenda Item No. 5A

From: Successor Agency to the Anaheim Redevelopment Agency

Subject: Resolution of the Countywide Oversight Board Approving Third Amendment to Tetra Tech BAS Contract

Recommended Action:

Approve resolution to approve the Third Amendment to a Professional Services Agreement by and between the City of Anaheim as Successor Agency to the Anaheim Redevelopment Agency and Tetra Tech BAS, Inc.

The Anaheim Successor Agency requests approval of the Third Amendment to a Professional Services Agreement by and between the City of Anaheim as Successor Agency to the Anaheim Redevelopment Agency and Tetra Tech BAS, Inc., increasing the maximum compensation from \$857,192 to \$1,500,000. In September 2019, the Oversight Board approved Amended ROPS for the Anaheim Successor Agency to repair non-routine maintenance issues. This Amendment provides the Anaheim Successor Agency with the appropriate contract authority to complete the repairs.

The Sparks-Rains and Anderson Pit Landfills (“Landfills”), located at the northeast corner of Beach Boulevard and Lincoln Avenue, are commonly known as the Lincoln Landfill. As part of the State approved Remedial Action Plan for the Landfills, the City is required to retain a contractor to perform the operations, monitoring and maintenance activities at the Landfills. In 2014, the City issued a Request for Proposals (“RFP”) to operate, monitor and maintain the landfill gas extraction and treatment System. Based upon a review of the RFP’s submittal, a contract was awarded to Tetra Tech BAS as their cost proposal was consistent with the engineers estimate and reflected the current bidding environment.

If approved, some of the non-routine work items to be replaced or repaired include: underground piping repairs, monitoring well repairs, cover membrane repairs and replacement of the perimeter residential methane monitoring system.

The Third Amendment to the Professional Service Agreement by and between the City of Anaheim as Successor Agency to the Anaheim Redevelopment Agency and Tetra Tech BAS, Inc. was approved by the governing board of the Successor to the Anaheim Redevelopment Agency on January 14, 2020.

Impact on Taxing Entities

The proposed Third Amendment will utilize the RPTTF funds distributed January 2, 2020 per the approval of the Amended ROPS taken before the Oversight Board on September 26, 2019.

Staff Contact(s)

Stephen Stoewer
Senior Project Manager
SStoewer@anaheim.net
(714)765-4338

Attachments

1. Resolution
2. Third Amendment to the Professional Services Agreement between City of Anaheim as

Successor Agency to the Anaheim Redevelopment Agency and Tetra Tech BAS, Inc.

3. Second Amendment
4. First Amendment.
5. Original Agreement
6. Successor Agency Resolution

Resolution No. 20-____

A RESOLUTION OF THE ORANGE COUNTYWIDE
OVERSIGHT BOARD WITH OVERSIGHT OF THE
SUCCESSOR AGENCY TO THE ANAHEIM
REDEVELOPMENT AGENCY APPROVING AND
RATIFYING THE APPROVAL BY THE SUCCESSOR
AGENCY OF A THIRD AMENDMENT TO CONTRACT WITH
TETRA TECH BAS FOR THE OPERATION, MONITORING
AND MAINTENANCE OF THE SPARKS-RAINS AND
ANDERSON PIT LANDFILL GAS EXTRACTION AND
TREATMENT SYSTEMS AND AUTHORIZING CERTAIN
ACTIONS IN CONNECTION THEREWITH

WHEREAS, prior to February 1, 2012, the Anaheim Redevelopment Agency (herein referred to as the “Agency”) was a community redevelopment agency duly organized and existing under the California Community Redevelopment Law (Health and Safety Code Section 33000, *et seq.*), and was authorized to transact business and exercise the powers of a redevelopment agency pursuant to action of the City Council (“City Council”) of the City of Anaheim (“City”); and

WHEREAS, Assembly Bill 1x 26, chaptered and effective on June 28, 2011, added Parts 1.8 and 1.85 to Division 24 of the California Health and Safety Code, which caused the dissolution of all redevelopment agencies and winding down of the affairs of former agencies, including as such laws were amended by Assembly Bill 1484, chaptered and effective on June 27, 2012 (together, the “Dissolution Act”); and

WHEREAS, as of February 1, 2012 the Agency was dissolved pursuant to the Dissolution Act and as a separate legal entity the City serves as the Successor Agency to the Anaheim Redevelopment Agency (“Successor Agency”); and

WHEREAS, Successor Agency administers the enforceable obligations of the Agency and otherwise unwinds the Agency’s affairs, all subject to the review and approval by a seven-member oversight board (“Oversight Board”); and

WHEREAS, a Remedial Action Plan (“RAP”) was approved by the State of California relating to certain portions of a landfill located in the City commonly referred to as the Sparks, Anderson, and Rains Pits (collectively, referred to herein as the “Landfills”); and

WHEREAS, the Successor Agency (as successor to the Agency) is a party to that certain Settlement and Release Agreement dated as of October 15, 2008 (the “Settlement Agreement”) by and among the Successor Agency, the City, the County of Orange (“County”), Zelman Anaheim, LLC, a Delaware limited liability company (“Zelman”), and Westgate Investment Group, LLC, a California limited liability company (“WIG”); and

WHEREAS, the RAP and the Settlement Agreement require the Successor Agency to retain a contractor to perform certain Operation, Monitoring, and Maintenance (“OM&M”) work relating to the existing landfill gas extraction and treatment system currently located at the Landfills; and

WHEREAS, Health & Safety Code Section 34177(c) requires the Successor Agency to “[p]erform obligations required pursuant to any enforceable obligation”; and

WHEREAS, pursuant to Health & Safety Code Section 34171(d)(1)(E), the RAP is an enforceable obligation of the Successor Agency because it is a “legally binding and enforceable agreement or contract that is not otherwise void as violating the debt limit or public policy”; and

WHEREAS, further, pursuant to Health & Safety Code Section 34171(d)(1), subsections (E), (F) and (G), the Settlement Agreement is an enforceable obligation of the Successor Agency because it is a settlement agreement and because it is a “legally binding and enforceable agreement or contract that is not otherwise void as violating the debt limit or public policy”; and

WHEREAS, Successor Agency may properly enter into an enforceable obligation for the OM&M work at the Landfills because the Successor Agency is required to do so pursuant to the RAP and the Settlement Agreement; and

WHEREAS, the Successor Agency solicited competitive bids for a contract for OM&M services and in accordance with prescribed bidding procedures received and publicly opened sealed bids submitted by short-listed firms; and

WHEREAS, the lowest responsible and responsive bid was submitted by Tetra Tech BAS; and

WHEREAS, on October 7, 2014 the Successor Agency approved a contract with Tetra Tech BAS (the “Contractor”) for the OM&M services, as an approved Enforceable Obligation (the “Contract”); and

WHEREAS, the Contract was subsequently approved by the local oversight board having jurisdiction over the Successor Agency; and

WHEREAS, the Contract was subsequently amended by that certain First Amendment to Professional Services Agreement dated May 17, 2016 (the “First Amendment”) and that certain Second amendment to Professional Services Agreement dated October 7, 2017 (the “Second Amendment”), with each of the First Amendment and the Second Amendment receiving approval by the local oversight board having jurisdiction over the Successor Agency; and

WHEREAS, it is necessary that the OM&M work be continued by the Contractor, and accordingly, Successor Agency has prepared and submits for approval by the Orange Countywide Oversight Board a Third Amendment to Professional Services Agreement by and

between the Successor Agency and the Consultant in the form submitted herewith (the “Third Amendment”);

NOW, THEREFORE, BE IT RESOLVED BY THE ORANGE COUNTYWIDE OVERSIGHT BOARD:

Section 1. The foregoing recitals are true and correct and constitute a substantive part of this Resolution.

Section 2. The Orange Countywide Oversight Board hereby finds and determines, based on all the evidence in the record before it, that (a) the continuation of OM&M services is necessary for the administration and operation of the Successor Agency, (b) the OM&M services are required pursuant to the RAP and the Settlement Agreement, and (c) the RAP and the Settlement Agreement are enforceable obligations of the Successor Agency pursuant to the Dissolution Act.

Section 3. The Orange Countywide Oversight Board hereby approves the Third Amendment and directs the Successor Agency to enter into the Third Amendment in substantially the form submitted herewith, all in accordance with the Dissolution Act.

Section 4. The Orange Countywide Oversight Board hereby authorizes the Successor Agency and Successor Agency staff to take all actions necessary and appropriate to accomplish the execution and performance of the Contract as amended by the Third Amendment in accordance with the terms thereof.

Section 5. The Orange Countywide Oversight Board hereby directs transmittal of this resolution to the Department of Finance, county auditor-controller, and county executive officer pursuant to Health & Safety Code Section 34179(h).

Section 6. This Resolution shall be effective immediately upon adoption.

Section 7. The Clerk of the Orange Countywide Oversight Board shall certify to the adoption of this Resolution.

THIRD AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT

THIS THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (the "Third Amendment"), dated for purposes of identification only as of _____, 2019 by and between the CITY OF ANAHEIM, AS SUCCESSOR AGENCY TO THE ANAHEIM REDEVELOPMENT AGENCY, a public entity organized and existing under California Health and Safety Code Section 34173 (the "City"), and TETRA TECH BAS, INC., a California corporation (herein referred to as "Consultant"), having its principal place of business at 1360 Valley Vista Drive in the City of Diamond Bar, California 91765, with reference to the following:

A. The City and Consultant entered into that certain Professional Services Agreement dated October 7, 2014, which is incorporated herein by this reference (the "Original Agreement"), whereby Consultant agreed to provide and has provided assistance with the operations, monitoring and maintenance of the Sparks-Rains and Anderson Pit Landfills; and

B. The City and Consultant entered into that certain First Amendment to Professional Services Agreement dated May 17, 2016, which is incorporated herein by this reference (the "First Amendment"), whereby the City and Consultant (each, a "Party" and, jointly, the "Parties") agreed to amend, modify and supplement certain portions of the Original Agreement. Among other things, the First Amendment established Eight Hundred Thirty-eighty Thousand Seven Hundred Forty and No/100 Dollars (\$838,740.00) as the Maximum Compensation under the Original Agreement; and

C. The Parties subsequently entered into that certain Second Amendment to Professional Services Agreement dated October 7, 2017, which is incorporated herein by this reference (the "Second Amendment"), whereby the Parties agreed to amend, modify and supplement certain portions of the Original Agreement. In particular, the City elected to extend the term of the Original Agreement to October 7, 2020; and

D. Collectively, the Original Agreement, the First Amendment and the Second Amendment shall be referred to as the "Agreement"; and

D. The Parties now desire to amend, modify and supplement certain portions of the Agreement in order to increase the Maximum Compensation.

NOW, THEREFORE, the Parties hereby agree as follows:

Section 1. Defined Terms. Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Agreement.

Section 2. Maximum Compensation. Subparagraph 4.3 of "Section 4. Compensation" of the Agreement is hereby amended to read as follows:

4.3. Maximum Compensation. It is understood and agreed between the Parties to this Agreement that full and complete payment for all Services provided in accordance with this Agreement, including sub-consultant fees, and reimbursable expenses, shall not exceed One Million Five Hundred Thousand Dollars and No/100 (\$1,500,000.00) (the "Maximum Compensation") without the prior written consent of the City.

Section 3. Integration. This Second Amendment, the Agreement specifically referred to herein, and all attachments hereto (if any) integrate all of the terms and conditions mentioned herein, and supersede all negotiations with respect to the subject matter hereof. This Second Amendment amends, as set forth herein, the Agreement and, except as specifically amended hereby, the Agreement shall remain in full force and effect. To the extent that there is any conflict or inconsistency between the terms and provisions of this Second Amendment and the terms and provisions of the Agreement, the terms and provisions of this Second Amendment shall control and govern the rights and obligations of the Parties.

IN WITNESS HEREOF, the Parties enter into this Third Amendment on the year and day first above written.

“CONSULTANT”

“CITY”

TETRA TECH BAS, INC.,
a California corporation

CITY OF ANAHEIM, AS SUCCESSOR
AGENCY TO THE ANAHEIM
REDEVELOPMENT AGENCY, a public
entity organized and existing under
California Health and Safety Code Section
34173

By: _____
Jeffrey M. Williams
Chief Financial Officer

By: _____
John E. Woodhead
Executive Director

APPROVED AS TO FORM:

ATTEST:

ROBERT FABELA
ACTING CITY ATTORNEY

THERESA BASS, CITY CLERK

By: _____
Leonie Mulvihill *LM 11/20/19*
Assistant City Attorney

By: _____

SECOND AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (the "Second Amendment"), is dated for purposes of identification only as of OCT. 7, 2017 by and between the CITY OF ANAHEIM, AS SUCCESSOR AGENCY TO THE ANAHEIM REDEVELOPMENT AGENCY, a public entity organized and existing under California Health and Safety Code Section 34173 (the "City"), and TETRA TECH BAS, INC., a California corporation (herein referred to as "Consultant"), having its principal place of business at 1360 Valley Vista Drive in the City of Diamond Bar, California 91765, with reference to the following:

A. The Successor Agency and Consultant entered into that certain Professional Services Agreement dated as of October 7, 2014, which is incorporated herein by this reference (the "Original Agreement"), whereby Consultant agreed to provide and has provided assistance with the operations, monitoring and maintenance of the Sparks-Rains and Anderson Pit Landfills; and

B. The Successor Agency and Consultant entered into that certain First Amendment to Professional Services Agreement dated as of May 17, 2016, which is incorporated herein by this reference (the "First Agreement"), whereby the Successor Agency and Consultant (each, a "Party" and, jointly, the "Parties") agreed to amend, modify and supplement certain portions of the Original Agreement; and

C. Collectively, the Original Agreement and the First Amendment shall be referred to as the "Agreement"; and

D. The Parties desire to amend, modify and supplement certain portions of the Agreement in order to increase the Maximum Compensation.

NOW, THEREFORE, the Parties hereby agree as follows:

Section 1. Defined Terms. Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Agreement.

Section 2. First Extension Term. Pursuant to Section 3 of the Agreement, the City elects to exercise its right to extend the term to commencing on October 7, 2017 and terminating on the close of business on October 7, 2020 (the "First Extension Term").

Section 3. Integration. This Second Amendment, the Agreement specifically referred to herein, and all attachments hereto (if any) integrate all of the terms and conditions mentioned herein, and supersede all negotiations with respect to the subject matter hereof. This Second Amendment amends, as set forth herein, the Agreement and, except as specifically amended hereby, the Agreement shall remain in full force and effect. To the extent that there is

any conflict or inconsistency between the terms and provisions of this Second Amendment and the terms and provisions of the Agreement, the terms and provisions of this Second Amendment shall control and govern the rights and obligations of the Parties.

Section 4. Binding Effect of Agreement. Each of the Parties to this Second Amendment represents that the person signing this Second Amendment on behalf of such Party is fully authorized to execute the First Amendment on behalf such Party and has the full legal authority to bind his or her respective Party to all of the terms, conditions and provisions of this Second Amendment and that no other approvals or consents are necessary in connection therewith. All terms and conditions of this Second Amendment shall be binding upon the Parties, their heirs, administrators, successors, representatives and/or assigns.

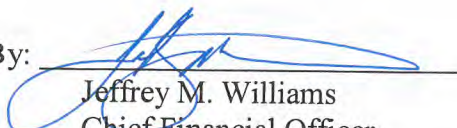
[Remainder of page intentionally left blank; signatures appear on next page.]

IN WITNESS HEREOF, the Parties enter into this First Amendment on the year and day first above written.

“CONSULTANT”

TETRA TECH BAS, INC.,
a California corporation

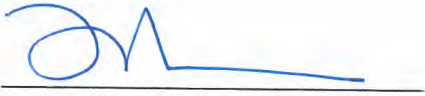
By: _____


Jeffrey M. Williams
Chief Financial Officer

APPROVED AS TO FORM:

CITY ATTORNEY

By: _____

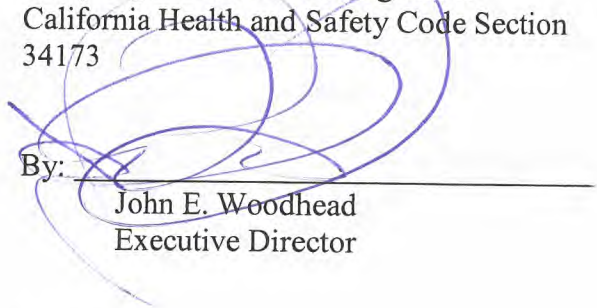

Leonie H. Mulvihill
Deputy City Attorney IV

124430v1/LHM

“CITY”

CITY OF ANAHEIM, AS SUCCESSOR
AGENCY TO THE ANAHEIM
REDEVELOPMENT AGENCY, a public
entity organized and existing under
California Health and Safety Code Section
34173

By: _____


John E. Woodhead
Executive Director

ATTEST:

THERESA BASS, ACTING CITY CLERK

By: _____



FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (the "First Amendment"), is dated for purposes of identification only as of MAY 17, 2016 by and between the CITY OF ANAHEIM, AS SUCCESSOR AGENCY TO THE ANAHEIM REDEVELOPMENT AGENCY, a public entity organized and existing under California Health and Safety Code Section 34173 (the "City"), and TETRA TECH BAS, INC., a California corporation (herein referred to as "Consultant"), having its principal place of business at 1360 Valley Vista Drive in the City of Diamond Bar, California 91765, with reference to the following:

A. The Successor Agency and Consultant entered into that certain Professional Services Agreement dated as of October 7, 2014, which is incorporated herein by this reference (the "Original Agreement"), whereby Consultant agreed to provide and has provided assistance with the operations, monitoring and maintenance of the Sparks-Rains and Anderson Pit Landfills; and

B. The Successor Agency and the Consultant (each, a "Party" and, jointly, the "Parties") desire to amend, modify and supplement certain portions of the Original Agreement.

NOW, THEREFORE, the Parties hereby agree as follows:

Section 1. Defined Terms. Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.

Section 2. Maximum Compensation. The "Maximum Compensation" payable to Consultant for Services performed and expenses incurred under Section "4. Compensation" of the Original Agreement was capped at Twenty-three Thousand and No/100 Dollars (\$23,000.00) for each Monthly Period during the three-year Term of the Original Agreement, which equates to an aggregate total of Eight Hundred Twenty-eight Thousand and No/100 Dollars (\$828,000.00). The parties desire to eliminate any monthly or periodic cap on the amount payable to Consultant over the "Initial Term" (as defined below) of the Original Agreement, meaning that full and complete payment for all Services provided in accordance with the Original Agreement for the Initial Term, as amended by this First Amendment, including sub-consultant fees, if any, and reimbursable expenses, shall be payable in accordance with the "Schedule of Compensation" attached to the Original Agreement as Exhibit C and shall not exceed, in the aggregate, the total sum of Eight Hundred Thirty-eight Thousand Seven Hundred Forty and No/100 Dollars (\$838,740.00) ("Maximum Compensation") for the Initial Term without the prior written authorization of the City.

The parties also desire to extend the Term of the Original Agreement and to set forth how the Maximum Compensation shall be calculated for the "Extension Terms", as defined below.

Accordingly, "Section 4. Compensation" of the Original Agreement is hereby amended to read in full as follows:

Section 4. Compensation.

4.1 Amount of Compensation. During the Initial Term of this Agreement, the City shall pay to the Consultant during each Monthly Period (as such term is hereinafter defined in this Section) monthly compensation in arrears in accordance with the "Schedule of Compensation" attached hereto as Exhibit C and incorporated herein by this reference (the "Monthly Compensation"). The Monthly Compensation shall be the Consultant's sole compensation for provision of Consultant's Services under this Agreement for each Monthly Period. Each "Monthly Period" shall consist of and coincide with each calendar month. The first Monthly Period shall commence upon the Effective Date.

4.2 Billing and Payment Procedures. Consultant shall present monthly itemized invoices for Services performed during the previous Monthly Period to the City. Each invoice shall state the date the Services were provided and the number of hours spent providing the Services. If requested by the City, Consultant shall present additional documentation evidencing the provision of Services satisfactory to the City. The City agrees to approve or disapprove Consultant's invoice and/or additional documentation, as the case may be, within ten (10) days after the City's receipt of the invoice and/or additional documentation. The City agrees to pay the Consultant for work satisfactorily performed and expenses properly incurred within thirty (30) days after the City's approval of a statement from the Consultant describing such work and expenses.

The City may withhold from any Monthly Compensation payable to Consultant sufficient funds to compensate the City for any losses, costs, liabilities or damages the City reasonably believes were suffered by the City due to the Default (as hereinafter defined in Section 7) of the Consultant hereunder.

4.3 Maximum Compensation. In no event shall the aggregate Monthly Compensation paid to Consultant over the Initial Term of this Agreement exceed the sum of Eight Hundred Thirty-eight Thousand Seven Hundred Forty and No/100 Dollars (\$838,740.00) (the "Maximum Compensation") without the prior written authorization of the City.

4.4 Maximum Compensation for Extension Terms. The Maximum Compensation payable to Consultant for the Initial Term is subject to increase and adjustment for each "Extension Term" (as defined below) based on the "CPI" for the calendar month which is four (4) months prior to the Term Expiration Date or the then expiring Extension and such increase, if any, shall be applied to the Maximum Compensation for the Extension Term, unless otherwise negotiated between the Director and the Consultant. "CPI" means the annual Consumer Price Index-Urban for the Los Angeles-Orange-Riverside County region as established by the bureau of Labor Statistics of the U.S. Department of Labor.

The base CPI shall be the CPI for the calendar year 2015. If at any time there shall not exist the CPI in this format, the City shall substitute any official index published by the Bureau of Labor Statistics or successor or similar governmental agency as may then be in existence that shall, in City's opinion, be most nearly equivalent thereto.

Section 3. Term. "Section 3. Term" of the Original Agreement is hereby amended to read in full as follows:

Section 3. Term.

3.1 Initial Term. This Agreement shall be for a term (the "Initial Term") commencing on the Effective Date (as such term is hereinafter defined in Section 9.15) and terminating on the close of business on October 7, 2017 (the "Term Expiration Date"), subject to earlier termination as provided in Sections 6.1.4 and 7 hereof.

3.2 Extension of Initial Term. The City shall have the exclusive right, in its discretion, to extend the Initial Term of this Agreement for the following extensions and upon the following terms:

- Extension (the "First Extension Term") commencing on the close of business on October 7, 2017 and terminating on the close of business on October 7, 2020); and
- Extension (the "Second Extension Term") commencing on the close of business on October 7, 2020 and terminating on the close of business on October 7, 2023.

The Director is hereby authorized on behalf of the City to give written notice to the Consultant of the City's intention to exercise each Extension (if at all) no later than thirty (30) days prior to the Term Expiration Date or the then expiring Extension. Except as specifically set forth herein, the terms and conditions of each Extension will be the same. The extension of the Initial Term for each Extension (if at all) shall be approved by the Director, in his sole and absolute discretion, in the form of an amendment to this Agreement, setting forth the agreed upon amount of compensation and rates and charges and such other terms and provisions as the parties may agree upon for each Extension.

The rates and charges set forth in Exhibit C shall remain valid and in effect from the Effective Date of this Agreement to and including the Term Expiration Date, *i.e.*, the close of business on October 7, 2017. Thereafter, any proposed adjustment to Consultant's rates and charges for each Extension shall be submitted to the Director, in writing, no later than forty-five (45) days prior to the end of the Initial Term or the then expiring Extension. No adjustment request shall be accepted by the City unless timely submitted in writing. No adjustment to rates and charges during the Initial Term shall become effective without the

prior written approval of the Director. No adjustment to rates and charges during each Extension Term shall become effective without the prior approval of the Director in the form of an amendment to this Agreement. Failure to agree upon any proposed increase of rates and charges during the Initial Term shall be cause to terminate the Agreement.

The City's obligation to pay the sum herein stated for any one fiscal year (or portion thereof) shall be contingent upon the City Council appropriating the necessary funds for such payment by the City in each fiscal year during the term of this Agreement, as the same may be extended. In the event that the City Council fails to appropriate the necessary funds for any fiscal year (or portion thereof), then, and in that event, the City, acting through its Director, may terminate this Agreement by giving written notice to the Consultant specifying the date of termination. Should the City terminate this Agreement, the City shall pay the Consultant for services satisfactorily provided and all allowable reimbursements incurred to the date of termination in compliance with this Agreement.

Section 4. Integration. This First Amendment, the agreements specifically referred to herein, and all attachments hereto (if any) integrate all of the terms and conditions mentioned herein, and supersede all negotiations with respect to the subject matter hereof. This First Amendment amends, as set forth herein, the Original Agreement and, except as specifically amended hereby, the Original Agreement shall remain in full force and effect. To the extent that there is any conflict or inconsistency between the terms and provisions of this First Amendment and the terms and provisions of the Original Agreement, the terms and provisions of this First Amendment shall control and govern the rights and obligations of the Parties.

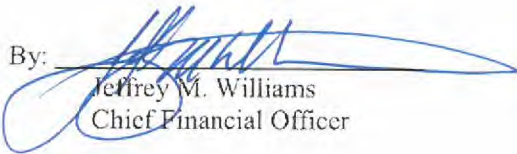
Section 5. Binding Effect of Agreement. Each of the Parties to this First Amendment represents that the person signing this First Amendment on behalf of such Party is fully authorized to execute the First Amendment on behalf such Party and has the full legal authority to bind his or her respective Party to all of the terms, conditions and provisions of this First Amendment and that no other approvals or consents are necessary in connection therewith. All terms and conditions of this First Amendment shall be binding upon the Parties, their heirs, administrators, successors, representatives and/or assigns.

[Remainder of page intentionally left blank; signatures appear on next page.]

IN WITNESS HEREOF, the Parties enter into this First Amendment on the year and day first above written.

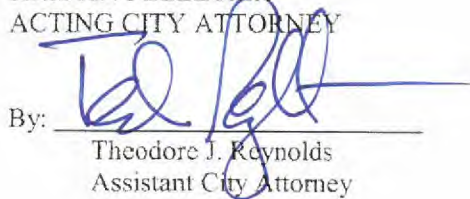
“CONSULTANT”

TETRA TECH BAS, INC.,
a California corporation

By: 
Jeffrey M. Williams
Chief Financial Officer

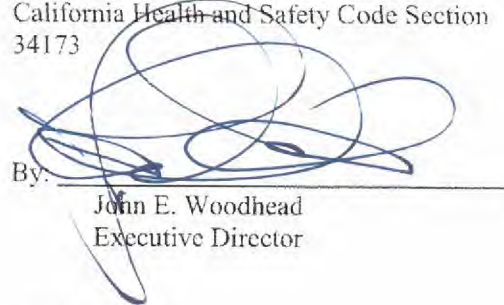
APPROVED AS TO FORM:

KRISTIN PELLETIER
ACTING CITY ATTORNEY

By: 
Theodore J. Reynolds
Assistant City Attorney

“CITY”

CITY OF ANAHEIM, AS SUCCESSOR
AGENCY TO THE ANAHEIM
REDEVELOPMENT AGENCY, a public
entity organized and existing under
California Health and Safety Code Section
34173

By: 
John E. Woodhead
Executive Director

ATTEST:

LINDA N. ANDAL, CITY CLERK

By: 

116391-2/TJR

ATTACHMENT C: COST TABLES

BID SCHEDULE
 CITY OF ANAHEIM
 LANDFILL GAS OPERATIONS, MAINTENANCE AND MONITORING, GROUNDWATER
 MONITORING AND REPORTING, AND STORM WATER POLLUTION PREVENTION PLAN
 COMPLIANCE FOR SPARKS-RAINS AND ANDERSON PIT LANDFILLS SITE
 Account No. 730-411-S264-7806-RAP


The following proposal prices shall include furnishing of labor, equipment, materials and coordination with other contractors as required for the completion of work in accordance with these specifications and accompanying drawings. The "Summary of Work Ref." column below is to be used as a cross-reference with the RFP, for further detail on the description of work for each bid item.

Item	Description	Summary of Work Ref.	Quantity	Unit	Unit Price	Total Price
1	All Inclusive Routine Operations, Monitoring and Maintenance of the Landfill Gas Extraction, Treatment and Monitoring System per Part A of A1, for the annual lump sum price of:	A1	1	LS	\$177,196	\$177,196
2	Non-Routine Maintenance of the Landfill Gas Extraction, Treatment and Monitoring System per Part B of A1, for unanticipated work due to unknowns not shown on plans or specifications, as required per the direction of the Owner, paid per Section 3-3.2 of the Greenbook:	A1	1	T&M	\$10,000	\$10,000
3	Routine Semi-Annual Groundwater Monitoring and Reporting per A2, complete and operational for the annual lump sum price of:	A2	1	LS	\$37,000	\$37,000
4	Non-Routine Groundwater related activities per A2, for unanticipated work due to unknowns not shown on plans or specifications, as required per the direction of the Owner, paid per Section 3-3.2 of the Greenbook:	A2	1	T&M	\$10,000	\$10,000
5	General site inspections and SWPPP maintenance and reporting per Part A of A3, complete and operational for the annual lump sum price of:	A3	1	LS	\$35,384	\$35,384
6	Non-Routine site inspections and SWPPP maintenance and reporting per Part B of A3, for unanticipated work due to unknowns not shown on plans or specifications, as required per the direction of the Owner, paid per Section 3-3.2 of the Greenbook:	A3	1	T&M	\$10,000	\$10,000

BID TOTAL (ITEMS 1 THROUGH 6)

\$279,580

The undersigned bidder certifies that he/she has thoroughly checked the figures set forth in this proposal, that they are correct to the best of his / her knowledge and constitute his / her proposal to perform all of the work called out and implied throughout these Contract Documents.


 Signature of Bidder
 Christine Arbogast, Vice President, Solid Waste
 Printed Name of Bidder

909.860.7777
 Phone Number
 Tetra Tech BAS
 Company Name
 christine.arbogast@tetratech.com
 Email

CALIFORNIA ALL- PURPOSE CERTIFICATE OF 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 May 5 2016 before me, C. Chung, Notary Public
(Here insert name and title of the officer)

personally appeared Jeffrey M. Williams
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.

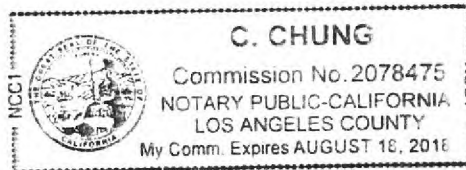
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Handwritten Signature]

Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT
Amendment to Professional Svs agreement between City of Anaheim and TBA
(Title or description of attached document)
(Title or description of attached document continued)
Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer
- _____ (Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public)
- Print the name(s) of document signer(s) who personally appear at the time of notarization
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/~~she~~/~~they~~ - is / are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document
 - ❖ Indicate title or type of attached document, number of pages and date
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary)
- Securely attach this document to the signed document with a staple

 ORIGINAL

PROFESSIONAL SERVICES AGREEMENT

By and Between the

**CITY OF ANAHEIM, AS SUCCESSOR AGENCY
TO THE ANAHEIM REDEVELOPMENT AGENCY**

And

**TETRA TECH BAS, INC.
A CALIFORNIA CORPORATION**

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EXHIBITS

Exhibit A	Scope of Work
Exhibit B	Map Depicting the Site
Exhibit C	Schedule of Compensation

PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** (this "Agreement"), dated for purposes of identification only as of October 7, 2014 (the "Date of Agreement"), is made and entered into by and between the

CITY OF ANAHEIM, AS SUCCESSOR AGENCY TO THE ANAHEIM REDEVELOPMENT AGENCY (the "Successor Agency")

A
N
D

TETRA TECH BAS, INC. A CALIFORNIA CORPORATION (the "Consultant").

RECITALS

A. The Successor Agency requires the assistance with the operations, monitoring and maintenance of the Sparks-Rains and Anderson Pit Landfills (the "Services").

B. The Successor Agency and Consultant (each, a "Party" and jointly, the "Parties") desire to enter into an agreement pursuant to which the Consultant will provide the Services as requested by the Successor Agency.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND CONDITIONS CONTAINED HEREIN, THE CITY AND THE CONSULTANT AGREE AS FOLLOWS:

Section 1. Status of Parties.

1.1 Successor Agency. The Consultant acknowledges that the Successor Agency is a public entity organized and existing under California Health and Safety Code Section 34173 and is the owner of a portion of the "Site" (as defined below). The Anaheim Redevelopment Agency (hereinafter the "former Agency") previously was a California public body, corporate and politic, duly formed by the City Council of the City of Anaheim (hereinafter referred to as the "City Council") and organized, existing and exercising the powers of a community redevelopment agency under the California Community Redevelopment Law (Health & Safety Code Section 33000 et seq.). Assembly Bill x1 26 (hereinafter referred to as "AB x1 26"), chaptered and effective on June 27, 2011, added Parts 1.8 and 1.85 to Division 24 of the California Health & Safety Code, which laws were modified, in part, and determined constitutional by the California Supreme Court in the petition *California Redevelopment Association, et al. v. Ana Matosantos, et al.*, Case No. S194861 (hereinafter referred to as the "Matosantos Decision"), which laws and court opinion caused the dissolution of all redevelopment agencies and winding down of the affairs of former redevelopment agencies; thereafter, such laws were amended further by Assembly Bill 1484 (hereinafter referred to as "AB 1484") that was chaptered and effective on June 27, 2012 (together AB x1 26, the Matosantos Decision, and AB 1484 are referred to herein as the "Dissolution Act"). As of February 1, 2012, the former Agency became a dissolved

community redevelopment agency pursuant to the Dissolution Act. As of and on and after February 1, 2012, the Declarant is performing its functions as the successor agency under the Dissolution Act to administer the enforceable obligations of the former Agency and is engaged in activities necessary and appropriate to wind down the activities of the former Agency's Anaheim Merged Redevelopment Project that was originally adopted and amended by ordinances of the City Council, and otherwise unwind the former Agency's affairs, all subject to the review and approval by a seven-member Oversight Board formed thereunder. Declarant is the Owner of a portion of what is considered to be a single solid waste site located near the northeast corner of Beach Boulevard and Lincoln Avenue in the City of Anaheim, County of Orange, State of California. The Successor Agency owns what is commonly referred to as the Sparks and Anderson Pits. The balance of the Site, which is the subject of this Agreement, is commonly known as the Rains Pit, which is owned by Westgate Investment Group. The three areas are generally depicted on the map attached hereto as Exhibit B and incorporated herein by this reference and shall be referred to herein collectively as the "Site".

1.2 Consultant. Consultant represents that Consultant is a California Corporation, formed and in good standing under all applicable laws.

Section 2. Services of Consultant.

2.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, Consultant shall provide the Services, as more fully set forth in the "Scope of Services" which is attached hereto as Exhibit A and incorporated herein by this reference (the "Services"). Consultant represents and warrants that all Services to be provided hereunder shall be performed in a competent, professional and satisfactory manner in accordance with the standards prevalent in the industry for such services.

2.2 Agreement and Provision of Services Nonexclusive. Consultant acknowledges and agrees that this Agreement and the provision of services hereunder is nonexclusive and that the Successor Agency may enter into similar agreements with other entities for the provision of similar services.

2.3 Time for Performance. Time is of the essence in the performance of this Agreement. Consultant shall perform and complete all services in a timely and expeditious manner. Consultant shall perform such services in accordance with those schedules which Consultant and the Successor Agency may mutually agree to from time to time.

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

2.5 Compliance with Law. All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, regulations and laws of the City of Anaheim and any Federal, State or local governmental agency of competent jurisdiction.

2.6 Licenses, Permits, Fees and Assessments. Consultant shall obtain, at Consultant's sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement; provided, however, Successor Agency shall reimburse Consultant for all costs incurred by Consultant in obtaining

any permit or approval required specifically to provide the Services. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and which arise from or are necessary for the performance of the services required by this Agreement.

2.7 Nondiscrimination. Consultant agrees not to discriminate against any person or class of persons by reason of sex, color, race, creed, religion, marital status, handicap, ancestry or national origin in its provision of services. To the extent this Agreement provides that Consultant offer accommodations or services to the public, such accommodations or services shall be offered by Consultant to the public on fair and reasonable terms.

2.8 Familiarity with Work. By executing this Agreement, Consultant represents and warrants that Consultant (i) has thoroughly investigated and considered the services to be performed, (ii) has carefully considered how the services should be provided and (iii) fully understands the facilities, difficulties and restrictions attending the provision of the services under this Agreement. Should the Consultant discover any latent or unknown conditions materially differing from those inherent in the provision of such services or as represented by the Successor Agency, Consultant shall immediately inform the Successor Agency of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Successor Agency.

2.9 Additional Services. Consultant shall provide services in addition to those specified in the Scope of Services ("Additional Services") when directed to do so in writing by the Successor Agency, provided that Consultant shall not be required to provide any Additional Services without compensation.

Section 3. Term. This Agreement shall be for a term (the "Term") commencing on the Effective Date (as such term is hereinafter defined in Section 9.15) and terminating on October 7, 2017 (the "Term Expiration Date"), subject to earlier termination as provided in Section 6.1.4 and Section 7 hereof.

Section 4. Compensation.

4.1 Amount of Compensation. During the Term of this Agreement, the Successor Agency shall pay to the Consultant during each Monthly Period (as such term is hereinafter defined in this Section) monthly compensation in arrears in accordance with the "Schedule of Compensation" which is attached hereto as Exhibit A and incorporated herein by this reference (the "Monthly Compensation"). The Monthly Compensation shall be the Consultant's sole compensation for provision of Consultant's Services under this Agreement. Each "Monthly Period" shall consist of and coincide with each calendar month. The first Monthly Period shall commence upon the Effective Date.

4.2 Billing and Payment Procedures. Consultant shall present monthly itemized invoices for Services performed during the previous Monthly Period to the Successor Agency. Each invoice shall state the date the Services were provided and the number of hours spent providing the Services. If requested by the Successor Agency, Consultant shall present additional documentation evidencing the provision of services satisfactory to the Successor

Agency. The Successor Agency agrees to approve or disapprove Consultant's invoice and/or additional documentation, as the case may be, within ten (10) days after the Successor Agency's receipt of the invoice and/or additional documentation. The Successor Agency agrees to pay the Consultant for work satisfactorily performed and expenses properly incurred within thirty (30) days after the Successor Agency's approval of a statement from the Consultant describing such work and expenses.

The Successor Agency may withhold from any Monthly Compensation payable to Consultant sufficient funds to compensate the Successor Agency for any losses, costs, liabilities or damages the Successor Agency reasonably believes were suffered by the Successor Agency due to the Default (as hereinafter defined in Section 7) of the Consultant hereunder.

4.3 Maximum Compensation. In no event shall the aggregate Monthly Compensation paid to Consultant over the Term of this Agreement exceed the sum of \$23,000.00 (the "Maximum Compensation").

Section 5. Coordination of Services.

5.1 Representative of Successor Agency. The Executive Director of the Successor Agency, or such person's designee, (the "Director") shall represent the Successor Agency in all matters pertaining to this Agreement. Whenever a reference is made herein to an action or approval to be undertaken by the Successor Agency, the Director is authorized to act unless this Agreement specifically provides otherwise or the context should otherwise require.

5.2 Representative of Consultant. Bryan A. Stirrat (Consultant's Representative) is hereby designated as being the principal and representative of Consultant authorized to act on Consultant's behalf with respect to the services and work to be provided hereunder and make all decisions in connection therewith.

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principal are a substantial inducement for the Successor Agency to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the Term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the provision of Services hereunder. The foregoing principal may not be changed by Consultant and no other personnel may be assigned to supervise the Services to be provided hereunder without the express written consent of the Successor Agency.

5.3 Prohibition Against Subcontracting and Assignments. Neither the whole nor any interest in, nor any of the rights or privileges granted under this Agreement shall be assignable or transferable or encumbered in any way without the prior written consent of Successor Agency. Any such purported assignment, transfer, encumbrance, pledge, subuse, or permission given without such consent shall be void as to Successor Agency. This is a personal services contract and the Consultant was chosen on the basis of characteristics unique to the Consultant. Successor Agency shall have the right to unreasonably or arbitrarily withhold its consent to any such assignment, transfer, encumbrance, pledge, subuse, or permission.

5.4 Independent Contractor. Consultant and any agent or employee of Consultant shall act in an independent capacity and not as officers or employees of Successor Agency.

Successor Agency assumes no liability for Consultant's actions and performance, nor assumes responsibility for taxes, bonds, payments, or other commitments, implied, or explicit, by or for Consultant. Consultant shall not have authority to act as an agent on behalf of Successor Agency unless specifically authorized to do so in writing. Consultant acknowledges that it is aware that because it is an independent contractor, Successor Agency is making no deduction from any amount paid to Consultant and is not contributing to any fund on its behalf. Consultant disclaims the right to any fee or benefits except as expressly provided for in this Agreement.

As respects all acts or omissions of Consultant relating to Consultant's responsibility for taxes, bonds, payments, or other commitments, implied, or explicit, by or for Consultant, the Consultant agrees to indemnify, defend (at the Successor Agency's option), and hold harmless the Successor Agency, its officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or nature arising out of or in connection with the Consultant's performance or failure to perform under this Section.

Section 6. Insurance and Indemnification.

6.1 Insurance. Without limiting Successor Agency's right to indemnification, it is agreed that Consultant shall secure prior to commencing any activities under this Agreement, and maintain during the Term of this Agreement, insurance coverage as set forth in this Section 6.1.

6.1.1 Required Insurance Coverage. Consultant shall secure and maintain the following insurance coverage:

- (a) Workers' Compensation Insurance as required by California statutes;
- (b) Comprehensive General Liability Insurance, or Commercial General Liability Insurance, including coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products/Completed Operations Liability, and Independent Contractor's Liability, in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, combined single limit, written on an occurrence form;
- (c) Comprehensive Automobile Liability coverage, including - as applicable - owned, non-owned and hired autos, in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, combined single limit, written on an occurrence form. If Consultant owns no vehicle, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above; and
- (d) Professional Liability Insurance coverage in an amount of not less than One Million Dollars (\$1,000,000.00), and Consultant shall maintain such coverage for at least one (1) year after the termination of this Agreement.

The Director, with the consent of the Successor Agency's Risk Manager, is hereby authorized to waive or reduce the requirements set forth above in the event the Director determines that such waiver or reduction is in Successor Agency's best interest.

6.1.2 Required Clauses in Policies. Each policy of general liability and automobile insurance required by this Agreement shall contain the following clauses:

"This insurance shall not be canceled, or allowed to lapse without at least ten (10) days' prior written notice to the City Clerk of the City of Anaheim, 200 S. Anaheim Boulevard, Anaheim, CA 92805."

"It is agreed that any insurance maintained by the Consultant pursuant to this Agreement shall be primary to, and not contribute with any insurance or self-insurance maintained by the City of Anaheim, as Successor Agency."

"The City of Anaheim, as Successor Agency to the City of Anaheim Redevelopment Agency, its officials, agents, employees, representative, and volunteers are added as additional insureds as respects operations and activities of, or on behalf of the named insured, performed under contract with the City of Anaheim, as Successor Agency."

Consultant hereby agrees to waive subrogation which any insurer of the Consultant may acquire from the Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Successor Agency for all work performed by the Consultant, its employees and subcontractors.

6.1.3 Required Certificates and Endorsements. Prior to commencement of any work under this Agreement, the Consultant shall deliver to Successor Agency (i) insurance certificates confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above, and (ii) endorsements to the above-required policies, which add to these policies the applicable clauses referenced above. Such endorsements shall be signed by an authorized representative of the insurance company and shall include the signator's company affiliation and title. Should it be deemed necessary by Successor Agency, it shall be the Consultant's responsibility to see that Successor Agency receives documentation, acceptable to Successor Agency, which sustains that the individual signing such endorsements is indeed authorized to do so by the insurance company. Also, Successor Agency reserves the right at any time to demand, and to receive within a reasonable time period, certified copies of any insurance policies required under this Agreement, including endorsements effecting the coverage required by these specifications.

Except for professional liability insurance coverage that may be required by this Agreement, all insurance maintained by Consultant shall be issued by companies

admitted to conduct the pertinent line of insurance business in the State of California and having a rating of Grade A or better and Class VII or better by the latest edition of Best's Key Rating Guide. In the case of professional liability insurance coverage, such coverage shall be issued by companies either licensed or admitted to conduct business in the State of California so long as such insurer possesses the aforementioned Best's rating.

Consultant shall immediately notify the Successor Agency if any required insurance lapses or is otherwise modified and cease performance of this Agreement unless otherwise directed by the Successor Agency. In such a case, the Successor Agency may procure insurance or self-insure the risk and charge Consultant for such costs and any and all damages resulting therefrom, by way of set-off from any sums owed Consultant.

Consultant agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, Consultant shall look solely to its insurance for recovery. Consultant hereby grants to the Successor Agency, on behalf of any insurer providing insurance to either the Consultant or to the Successor Agency with respect to the services of Consultant herein, a waiver of any right to subrogation which any such insurer of said Consultant may acquire against the Successor Agency by virtue of the payment of any loss under such insurance.

6.1.4 Remedies for Defaults Re: Insurance. In addition to any other remedies Successor Agency may have if the Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, Successor Agency may, at its sole option:

- (a) Obtain such insurance and deduct and retain the amount of the premium for such insurance from any sums due under this Agreement;
- (b) Order the Consultant to stop work under this Agreement and/or withhold any payment(s) which become due to the Consultant hereunder until the Consultant demonstrates compliance with the requirements hereof;
- (c) Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies Successor Agency may have and is not the exclusive remedy for the Consultant's failure to maintain insurance or secure appropriate endorsements.

Nothing herein contained shall be construed as limiting in any way the extent to which the Consultant may be held responsible for payment of damages to persons or property resulting from the Consultant's or its subcontractor's performance of the work covered under this Agreement.

6.2 Indemnification. As respects acts, errors or omissions in the performance of professional services under this Agreement, the Consultant agrees to indemnify and hold harmless the City of Anaheim and the City of Anaheim, as Successor Agency to the Anaheim

Redevelopment Agency, their officers, agents, employees, representatives and volunteers from and against claims, demands, defense costs, liability or consequential damages arising directly out of the Consultant's negligent acts, errors or omissions in the performance of its professional services under the terms of this Agreement.

As respects all acts or omissions which do not arise directly out of the performance of professional services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, the Consultant agrees to indemnify, defend (at Successor Agency's option), and hold harmless the Successor Agency, its officers, agents, employees, representatives, and volunteers from and against claims, demands, defense costs, liability, or consequential damages arising out of or in connection with the Consultant's performance or failure to perform, under this Agreement; excepting those which arise out of the sole negligence of Successor Agency.

Section 7. Enforcement of Agreement.

7.1 Events of Default. For purposes of this Section 7, the word "Default" shall mean the failure of Consultant to perform any of Consultant's duties or obligations or the breach by Consultant of any of the terms and conditions set forth in this Agreement. In addition, Consultant shall be deemed to be in Default upon Consultant's (i) application for, consent to, or suffering of, the appointment of a receiver, trustee or liquidator for all or a substantial portion of its assets, (ii) making a general assignment for the benefit of creditors, (iii) being adjudged bankrupt, (iv) filing a voluntary petition or suffering an involuntary petition under any bankruptcy, arrangement, reorganization or insolvency law (unless in the case of an involuntary petition, the same is dismissed within thirty (30) days of such filing) or (v) suffering or permitting to continue unstayed and in effect for fifteen (15) consecutive days any attachment, levy, execution or seizure of all or a substantial portion of Consultant's assets or of Consultant's interests hereunder.

Successor Agency shall not be deemed to be in Default in the performance of any obligation required to be performed by Successor Agency hereunder unless and until Successor Agency has failed to perform such obligation for a period of thirty (30) days after receipt of written notice from Consultant specifying in reasonable detail the nature and extent of any such failure; provided, however, that if the nature of Successor Agency's obligation is such that more than thirty (30) days are required for its performance, then Successor Agency shall not be deemed to be in Default if Successor Agency shall commence to cure such performance within such thirty (30) day period and thereafter diligently prosecute the same to completion.

7.2 Immediate Termination for Consultant's Default. In the event of any Default by Consultant, Successor Agency may immediately terminate this Agreement. Such termination shall be effective immediately upon receipt by Consultant of written notice from Successor Agency. In such event, Consultant shall have no further rights hereunder; Successor Agency shall have all other rights and remedies as provided by law.

7.3 Termination Without Cause. Either Successor Agency or Consultant may terminate this Agreement at any time without the necessity of cause or Default by the other Party by giving fifteen (15) days' notice in writing to the other Party. In such event, the Parties shall

have no further rights hereunder, except that Consultant shall be paid for all services rendered prior to such termination.

7.4 Attorneys' Fees. Successor Agency and Consultant agree that in the event of litigation to enforce this Agreement or terms, provisions and conditions contained herein, to terminate this Agreement, or to collect damages for a Default hereunder, the prevailing party shall be entitled to all costs and expenses, including reasonable attorneys' fees, incurred in connection with such litigation.

Section 8. Use and Ownership of Documents and Data.

8.1 Data to be Furnished by Successor Agency. Successor Agency shall furnish to Consultant such documents and materials as may be relevant and pertinent to the provision of services hereunder as Successor Agency may possess or acquire, including documentation satisfactory to Consultant that evidences that Consultant is authorized to perform its Scope of Services upon that portion of the Site which is owned by Westgate Investment Group.

8.2 Ownership of Documents. All documents and materials furnished by the Successor Agency to Consultant pursuant to Section 8.1 hereof shall remain the property of the Successor Agency and shall be returned to the Successor Agency upon termination of this Agreement. All documents and materials prepared by Consultant hereunder shall become the property of the Successor Agency at the time of payment to Consultant of all fees and expenses for their preparation, and shall be delivered to the Successor Agency by Consultant at the request of the Successor Agency. The documents and materials prepared by Consultant hereunder shall not be used by the Successor Agency or others, except for the purpose for which they were intended. The Successor Agency agrees not to associate Consultant's name with any documents or materials not prepared by Consultant.

Section 9. Miscellaneous Provisions.

9.1 Waiver. Inaction by Successor Agency or Consultant with respect to a Default hereunder shall not be deemed to be a waiver of such Default. The waiver by either Successor Agency or Consultant of any Default hereunder shall not be deemed to be a waiver of any subsequent Default.

9.2 Notices. All notices, demands or other writings to be made, given or sent hereunder, or which may be so given or made or sent by either Successor Agency or Consultant to the other shall be deemed to have been given when in writing and personally delivered or if mailed on the third (3rd) day after being deposited in the United States mail, certified or registered, postage prepaid, and addressed to the respective Parties at the following addresses:

If to Successor Agency: Secretary
City of Anaheim, as Successor Agency
200 S. Anaheim Boulevard, 2nd Floor
Anaheim, California 92805
FAX No. (714) 765-4105

With copies to: John E. Woodhead IV, Executive Director

City of Anaheim, as Successor Agency
201 S. Anaheim Boulevard, 10th Floor
Anaheim, California 92805
FAX No. (714) 765-4630

Theodore J. Reynolds, Assistant City Attorney
City of Anaheim
200 S. Anaheim Boulevard, 3rd Floor
Anaheim, California 92805
FAX No. (714) 765-4630

To Consultant: Tetra Tech BAS, Inc. a California Corporation
1360 Valley Vista Drive,
Diamond Bar, California 91765
Attention: Chief Financial Officer
FAX No. 909-396-1768

9.3 Relationship of Parties. Nothing contained herein shall be deemed or construed by the Parties, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that Consultant is and will be at all times an independent contractor pursuant to this Agreement and shall not, in any way, be considered to be an officer, agent or employee of the Successor Agency.

9.4 No Third Party Rights. The Parties intend that no rights nor remedies be granted to any third party as a beneficiary of this Agreement or of any covenant, duty, obligation or undertaking established herein.

9.5 Non-Liability of Members, Officials and Employees of the Successor Agency. No member, official or employee of the Successor Agency shall be personally liable to Consultant, or any successor in interest, in the event of any Default or breach by the Successor Agency or for any amount which may become due to Consultant or Consultant's successors, or on any obligation under the terms of this Agreement. Consultant hereby waives and releases any claim Consultant may have against the members, officials or employees of the Successor Agency with respect to any Default or breach by Successor Agency or for any amount which may become due to Consultant or Consultant's successors, or any obligations under the terms of this Agreement. Consultant makes such release with the full knowledge of Civil Code Section 1542 and hereby waives any and all rights thereunder to the extent of this release, if such Section 1542 is applicable. Section 1542 of the Civil Code provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

9.6 Controlling Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

9.7 Time of the Essence. Time is hereby expressly declared to be the essence of this Agreement and of each and every term, covenant and condition hereof which relates to a date or a period of time.

9.8 Remedies Cumulative. The remedies given to Successor Agency and Consultant herein shall be cumulative and are given without impairing any other rights given Successor Agency or Consultant by statute or law now existing or hereafter enacted and the exercise on any one (1) remedy by Successor Agency or Consultant shall not exclude the exercise of any other remedy.

9.9 Effect of Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of its terms and provisions to persons and circumstances other than those to which it has been held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

9.10 Successors and Assigns. This Agreement and the covenants and conditions contained herein shall be binding upon and inure to the benefit of and shall apply to the successors and assigns of Successor Agency and to the permitted successors and assigns of Consultant, and all references to "Successor Agency" or "Consultant" shall be deemed to refer to and include all permitted successors and assigns of such Party.

9.11 Entire Agreement. This Agreement and the exhibits hereto contain the entire agreement of the Successor Agency and the Consultant with respect to the matters covered hereby, and no agreement, statement or promise made by either Successor Agency or Consultant which is not contained herein, shall be valid or binding. No prior agreement, understanding or representation pertaining to any such matter shall be effective for any purpose. No provision of this Agreement may be amended, modified or added except by an agreement in writing signed by Successor Agency and Consultant.

9.12 Authority. Each individual executing this Agreement on behalf of a corporation, nonprofit corporation, partnership or other entity or organization, represents and warrants the he or she is duly authorized to execute and deliver this Agreement on behalf of such entity or organization and that this Agreement is binding upon the same in accordance with its terms. Consultant shall, at Successor Agency's request, deliver a certified copy of it governing board's resolution or certificate authorizing or evidencing such execution.

9.13 Conflicts of Interest. No member, official or employee of the Successor Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affect his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

9.14 Time for Acceptance of Agreement by Successor Agency. This Agreement, when executed by Consultant and delivered to Successor Agency, must be authorized, executed and delivered by the Successor Agency on or before forty-five (45) days after the execution and

delivery by Consultant or this Agreement shall be void, except to the extent that Consultant and Successor Agency shall consent in writing to a further extension of time for the authorization, execution and delivery of this Agreement.

9.15 Effective Date. This Agreement shall be effective on the Date of Agreement.

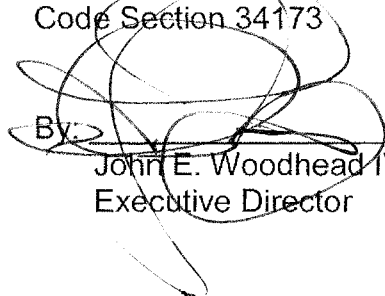
(Remainder of page intentionally left blank; signatures on next page)

IN WITNESS WHEREOF, THE CITY AND THE CONSULTANT HAVE EXECUTED THIS AGREEMENT AS OF THE RESPECTIVE DATES SET FORTH BELOW.

"CITY"

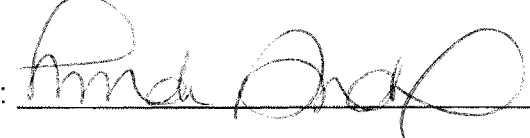
CITY OF ANAHEIM, AS SUCCESSOR AGENCY TO THE ANAHEIM REDEVELOPMENT AGENCY, a public entity organized and existing under California Health and Safety Code Section 34173

Dated: 11/12/14

By: 
John E. Woodhead IV
Executive Director

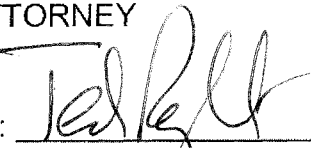
ATTEST:

LINDA N. ANDAL, SECRETARY

By: 

APPROVED AS TO FORM:

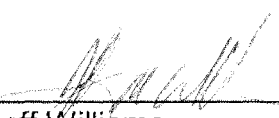
MICHAEL R.W. HOUSTON, CITY ATTORNEY

By: 
Theodore J. Reynolds
Assistant City Attorney

"CONSULTANT"

TETRA TECH BAS, INC.
A California corporation

Dated: _____

By: 
Jeff Williams
Chief Financial Officer

State of California)
County of Los Angeles) ss.

On November 10, before me, C. Chung, Notary Public
(name, title of officer, e.g., "Jane Doe, Notary Public")

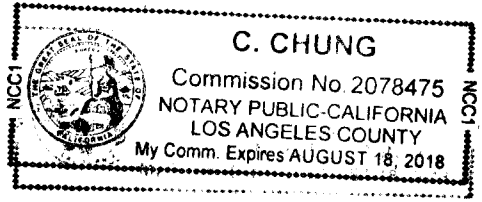
personally appeared Jeffrey M. Williams
(name(s) of signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is 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 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]
(Signature of Notary)



- Capacity claimed by signer: (This section is OPTIONAL.)
- Individual
 - Corporate Officer(s):
 - Partner(s):
 - General
 - Limited
 - Attorney-in-fact
 - Trustee(s)
 - Guardian/Conservator
 - Other:

Signer is representing: _____
(name of person(s) or entity(ies))

Attention Notary: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to an unauthorized document.

THIS CERTIFICATE
MUST BE ATTACHED TO
THE DOCUMENT
DESCRIBED AT RIGHT:

Title or Type of Document: Professional Service Agreement
between City of Anaheim and TTBAS
Number of Pages: _____ Date of Document: _____
Signer(s) Other than Named Above: _____

EXHIBIT "A"

SCOPE OF WORK

PART A: Routine Operations, Maintenance and Monitoring:

Routine OM&M activities shall be performed in accordance with the following and at the frequencies defined herein. After each specific line item identified below the frequency expected for the first year and years 2 and 3 are included.

Condensate Sump Monitoring

Frequency: Weekly

Alternative Frequency: Twice per Month

- Monitoring of the landfill gas collection system condensate sumps
 - The landfill gas collection system condensate sumps shall be monitored and the following information recorded on site-specific forms:
 - Cycle counter readings
 - Air Pressure (PSI)
 - Proper operation of all valves
 - Inspection of level switch for proper operation (if applicable)
 - Condensate tank level
 - Filter/Regulator operation and setpoint
 - All condensate sumps in the landfill gas collection system are contained within a vault. Due to potential future security concerns for the landfill gas collection system these vaults are currently, and shall remain, bolted closed. Each time the condensate sumps are monitored, the lid of these vaults will need to be unbolted and then sealed again after completion of monitoring activities through bolting.

Condensate System Inspection

Frequency: Weekly

Alternative Frequency: Twice per Month

- Inspection of the landfill gas collection and treatment system for condensate leaks
 - The landfill gas collection and treatment system shall be inspected and recorded for the presence of any condensate or air leaks.
 - All components of the landfill gas collection system are contained within vaults. Due to potential future security concerns for the landfill gas collection system these vaults are currently, and shall remain bolted closed. Each time the components are inspected, the lid of these vaults will need to be unbolted and then sealed again after completion of the activities through bolting.

Treatment System Monitoring

Frequency: Weekly

- Monitoring of the treatment system operational parameters
 - The following components of the Treatment System shall be monitored and recorded on a site specific form. This form shall be stored in an electronic format on a web platform to allow for document transmission between the City and the successful Proposer and any other regulatory body identified by the City.
 - General:
 - Date
 - Time

- Weather Conditions
- Ambient Temperature
- Barometric Pressure
- Technician's Name
- Equipment Calibration:
 - Time
 - Calibrated Parameters
 - Pre-Calibration Results
 - Post-Calibration Results
 - Post-Monitoring Calibration Check Results
- Knock Out:
 - Knock Out Inlet Static Pressure (Inches of Water Column)
 - Knock Out Outlet Static Pressure (Inches of Water Column)
 - Knock Out Differential Pressure (Inches of Water Column)
- Blower:
 - Blower in Use (B-1 or B-2)
 - Blower Inlet Gas Temperature (degrees Fahrenheit)
 - Blower Outlet Gas Temperature (degrees Fahrenheit)
 - Blower Inlet Gas Concentrations
 - Methane (Percent by Volume)
 - Carbon Dioxide (Percent by Volume)
 - Oxygen (Percent by Volume)
 - Balance Gas (Percent by Volume)
 - Blower Inlet Static Pressure (Inches of Water Column)
 - Blower Outlet Static Pressure (Inches of Water Column)
 - Blower Differential Pressure (Inches of Water Column)
- Flame Arrestor:
 - Flame Arrestor Inlet Static Pressure (Inches of Water Column)
 - Flame Arrestor Outlet Static Pressure (Inches of Water Column)
 - Flame Arrestor Differential Pressure (Inches of Water Column)
- Vent Stack:
 - Vent Stack Gas Temperature (degrees Fahrenheit)
 - Vent Stack Gas Concentrations
 - Methane (Percent by Volume)
 - Carbon Dioxide (Percent by Volume)
 - Oxygen (Percent by Volume)
 - Balance Gas (Percent by Volume)
 - Vent Stack Static Pressure (Inches of Water Column)
 - Vent Stack Maximum Pitot Tube Differential Pressure (Inches of Water Column)
 - Vent Stack Flow Rate (Standard Cubic Feet per Minute)

Note: The vent stack is outside of the enclosure for the treatment system and has the potential to be exposed to the public in the future. In an effort to reduce the potential hazard to the public, an in-place sample port shall not be installed in the vent stack. The vent stack currently has a threaded sample port area with a plug installed, during monitoring at the vent stack this plug will need to

be removed and then re-installed after sampling is complete. The off gases going through the vent stack may contain flammable substances. As such, it is imperative that the responsible party makes sure that the sample port plug is threaded back firmly into place, to prevent discharging these gases into the atmosphere at human height levels.

- Control Panel:
 - Treatment System Flow Rate (Standard Cubic Feet per Minute)
 - Blower Meter Hertz Reading (Hertz)
- Air Compressor:
 - Air Compressor in Use (AC-1 or AC-2)
 - Air Compressor Pressure Reading (PSI)
 - Air Compressor Hour Meter Reading (hours)
- GAC/KMnO₄ Canisters:
 - Primary GAC Canister:
 - Canister in Primary Operation (GAC-1, GAC-2 or GAC-3)
 - Inlet and Outlet Static Pressure (Inches of Water Column)
 - Secondary GAC Canister:
 - Canister in Secondary Operation (GAC-1, GAC-2 or GAC-3)
 - Inlet and Outlet Static Pressure (Inches of Water Column)
 - KMnO₄ Canister
 - Canister in Operation (KMN-1 or KMN-2)
 - Inlet and Outlet Static Pressure (Inches of Water Column)
 - TGNMOC Monitoring
 - The Treatment System at the Landfill utilizes a combination of Granular Activated Carbon (GAC) and Potassium Permanganate (KMnO₄) through a combination adsorption and oxidation process. The Treatment System is intended to use two (2) GAC canisters and one (1) KMnO₄ canister in series for effective treatment of the landfill gas and reduction in Total Gaseous Non-Methane Organic Compounds (TGNMOC). The following locations shall be monitored using calibrated photo ionization detector (PID) for TGNMOC:
 - Inlet of the primary GAC canister
 - Inlet of the secondary GAC canister
 - Inlet of the primary KMnO₄ canister
 - Outlet of the KMnO₄ canister/Vent Stack
 - TGNMOC concentrations must be adjusted to a dry basis at 3.0% oxygen at the time of monitoring to verify regulatory compliance
 - Samples shall be collected into a clean tedlar bag (at a minimum bags shall be purged with Nitrogen Gas prior to each use) using a non-contaminating sampling method (such as the use of a lung sampler)

Perimeter Methane Monitoring Network

Frequency: Twice per Month

Alternative Frequency: Monthly

- Monitoring of the perimeter methane monitoring probe network
 - The Landfill currently has perimeter methane monitoring probe network consisting of 91 individual casings. The following information is to be recorded on site specific forms in an electronic format on a web platform to allow for document transmission between the City and the Proposer.
 - All components of the perimeter methane monitoring probe network are contained within vaults. Due to potential future security concerns for the landfill gas collection system these vaults are currently, and shall remain bolted closed. Each time the components shall be monitored, the lid of these vaults will need to be unbolted and then sealed again after completion of the activities through bolting.
 - The following information shall be recorded during each perimeter methane monitoring probe network event:
 - General:
 - Date
 - Time
 - Weather Conditions
 - Ambient Temperature
 - Barometric Pressure
 - Technician's Name
 - Equipment Calibration:
 - Time
 - Calibrated Parameters
 - Pre-Calibration Results
 - Post-Calibration Results
 - Post-Monitoring Calibration Check Results
 - Probe:
 - Probe assigned ID No.
 - Probe Depth (feet below grade)
 - Probe Purge Volume (liters or time in seconds with specified equipment)
 - Prior to collecting gas composition data or probe sample a full probe casing volume shall be evacuated (using the GEM instrument or a portable hand pump)
 - Time of Reading
 - Static Pressure (Inches of Water Column to an accuracy of 0.00)
 - Methane Concentration (Percent by Volume)
 - Methane Concentration (Percent of lower explosive limit)
 - Carbon Dioxide Concentration (Percent by Volume)
 - Oxygen concentration (Percent by Volume)
 - Samples shall be collected into a clean tedlar bag (At a minimum bags shall be purged with Nitrogen Gas prior to each use) using a non-contaminating sampling method (such as the use of a lung sampler)

Landfill Gas Collection System Wellfield Monitoring

Frequency: Twice per Month

Alternative Frequency: Monthly

- Monitoring of the landfill gas collection system well field
 - The following information shall be recorded on site specific forms in an electronic format on a web platform to allow for document transmission between the City and the Proposer.
 - All components of the landfill gas collection system are contained within vaults. Due to potential future security concerns for the landfill gas collection system these vaults are currently, and shall remain bolted closed. Each time the components are inspected, the lid of these vaults will need to be unbolted and then sealed again after completion of the activities through bolting.
 - General:
 - Date
 - Time
 - Weather Conditions
 - Ambient Temperature
 - Barometric Pressure
 - Technician's Name
 - Equipment Calibration:
 - Time
 - Calibrated Parameters
 - Pre-Calibration Results
 - Post-Calibration Results
 - Post-Monitoring Calibration Check Results
 - Well
 - Well Identification Number
 - Time of Monitoring
 - Gas Temperature (degrees Fahrenheit)
 - Header Side Static Pressure (Inches of Water Column)
 - Well Side Static Pressure (Inches of Water Column)
 - Gas Concentrations:
 - Methane concentration (Percent by Volume)
 - Carbon Dioxide concentration (Percent by Volume)
 - Oxygen concentration (Percent by Volume)
 - Balance Gas concentration (Percent by Volume)
 - Orifice Plate Differential Pressure (Inches of Water Column)
 - Orifice Plate GEM Calculated Flow Rate (Standard Cubic Feet per Minute)
 - Control Valve Position (as percent open)
 - The control valves at the site do not have a percentage open indicator on them; rather, they are gate valves that have a square bolt installed. These valves will need to be manipulated during each monitoring event to verify the Control Valve Position accurately as percent open.
 - Barometric Pressure at time of reading

- Ambient Air Temperature at time of reading

Landfill Gas Collection System Wellfield Adjustments

Frequency: Twice per Month Alternative Frequency: Monthly

- Adjustment of the landfill gas collection system well field
 - In the weeks between the monitoring of the landfill gas collection and control system the wells shall be adjusted for optimization of the collection network and proper tuning. The adjustments of the landfill gas collection system shall be recorded on a site specific form in an electronic format and available on a web platform to allow for document transmission between the City and the Proposer. The adjustments to each individual collection system well that are determined to require an adjustment shall be recorded on a form that includes all the information from the well monitoring in addition to the adjusted readings.

Project Manager Site Inspection

Frequency: Monthly

- Site Inspection performed by the Project Manager for the Proposer
 - In an effort to ensure that the landfill gas collection and treatment system are in proper functional condition the Proposer's Project Manager must perform an inspection of the site. This site inspection must be documented in a format to allow for any potential deficiencies or issues identified to be transmitted clearly and electronically to the City.

Treatment System Sampling and Analysis

Frequency: Monthly

- Landfill gas treatment system sampling and laboratory analysis
 - In accordance with the Landfill Permit to Construct (that is expected to become the Permit to Operate with some changes) the Proposer shall extract a landfill gas sample from the following locations:
 - Inlet to the Primary GAC Canister
 - Inlet to the Secondary GAC Canister
 - Inlet to the KMnO4 Canister
 - Outlet of the KMnO4 Canister
 - The following analysis shall be performed on these gas samples:
 - TGNMOC (Parts Per Million as Hexane)
 - Chain of Custody forms shall be scanned and made available to the City electronically

Alarm Verification and Testing

Frequency: Monthly

- Alarm Testing
 - Test all alarms at the station and make record of findings. Alarm testing forms shall be made available electronically to the City.

Perimeter Methane Monitoring Network Sampling and Analysis

Frequency: Monthly

- Perimeter Probe Sampling
 - In accordance with SCAQMD Rule 1150.1 a gas sample from a perimeter methane monitoring probe shall be collected on a monthly basis to verify the gas

concentrations being monitored through the handheld monitoring equipment.

Instantaneous Surface Monitoring

Frequency: Quarterly

- Instantaneous surface monitoring
 - In accordance with SCAQMD Rule 1150.1 and the Landfill's AMP, Instantaneous Surface Monitoring shall be performed on a quarterly basis. Monitoring shall be performed in accordance with all requirements of SCAQMD Rule 1150.1 and the Landfill's site specific AMP.
 - The results of the Instantaneous Surface Monitoring shall be transmitted electronically to the City within 24 hours of the monitoring event.
 - Any exceedances of the regulatory limits for the Instantaneous Surface Monitoring shall be identified to the City within 1 day of the monitoring event to allow the City to approve necessary maintenance activities.
 - Follow up monitoring of any exceedances of the Instantaneous surface monitoring shall be coordinated with the City to ensure that the potential for acceptable readings on follow up monitoring are maximized.

Integrated Surface Sampling

Frequency: Quarterly

- Integrated surface sampling
 - In accordance with SCAQMD Rule 1150.1 and the Landfill's AMP, Integrated Surface Sampling shall be performed on a quarterly basis. Monitoring shall be performed in accordance with all requirements of SCAQMD Rule 1150.1 and the Landfill's site specific AMP.
 - The results of the Integrated Surface Sampling shall be transmitted electronically to the City within 24 hours of the monitoring event.
 - Any exceedances of the regulatory limits for the Integrated Surface Monitoring shall be identified to the City within 1 day of the monitoring event to allow the City to approve necessary maintenance activities.
 - Follow up monitoring of any exceedances of the integrated surface monitoring shall be coordinated with the City to ensure that the potential for acceptable readings on follow up monitoring are maximized.

Ambient Air Sampling

Frequency: Quarterly

- Ambient air sampling
 - In accordance with SCAQMD Rule 1150.1 and the Landfill's AMP, Ambient Air Sampling shall be performed on a quarterly basis. Monitoring shall be performed in accordance with all requirements of SCAQMD Rule 1150.1 and the Landfill's site specific AMP.
 - The results of the Ambient Air Sampling shall be transmitted electronically to the City within 24 hours of the monitoring event.
 - Any exceedances of the regulatory limits for the Ambient Air Monitoring shall be identified to the City within 1 day of the monitoring event to allow the City to approve necessary maintenance activities.
 - Follow up monitoring of any exceedances of the Ambient Air monitoring shall be coordinated with the City to ensure that the potential for acceptable readings on follow up monitoring are maximized.

Condensate GAC Vessel Monitoring

Frequency: Quarterly

- Monitor the total organic compound emissions from the condensate tank GAC vessel
 - In accordance with the Landfill's Permit to Construct the GAC vessel on the vent stack of the condensate holding tank shall be monitored on a quarterly basis for the total organic compounds from the outlet of the carbon canister.

Positive Pressure Component Leak Testing

Frequency: Quarterly

- Component Leak Testing
 - In accordance with SCAQMD Rule 1150.1 the positive pressure side of all components of the landfill gas treatment system shall be monitored for leaks through fittings and equipment on a quarterly basis.

Treatment System Source Testing

Frequency: Annually

- Source testing
 - In accordance with the Landfill's Permit to Construct, SCAQMD Rule 1150.1 and the Landfill's AMP, Source Testing of the treatment system shall be performed on an annual basis. The source testing shall be performed with samples from both the inlet to the treatment system and vent stack and include a laboratory analysis of the following constituents:
 - Methane concentration (Percent by Volume)
 - Total Non-Methane Organics (Parts Per Million as Hexane)
 - Hydrogen Sulfide (inlet only, Parts Per Million by Vol.)
 - C1 through C3 Sulfur compounds (speciated)
 - Carbon Dioxide (Percent by Volume)
 - Toxic Organic Compounds (SCAQMD Rule 1150.1 Core List)
 - Oxygen (Percent by Volume)
 - Nitrogen (Percent by Volume)
 - Moisture Content
 - Temperature
 - Flow Rate
 - Proposer shall be responsible for submitting a source testing protocol and getting SCAQMD's approval. The Proposer shall also be responsible for submitting a source testing report to both the City and SCAQMD. The approved source testing protocol and the final source testing report shall be made available to the City electronically.

Treatment System Gas Sampling and Analysis (Speciation)

Frequency: Annually

- Speciation of GAC sampling and analysis locations
 - In accordance with the Landfill's Permit to Construct (that is expected to become the Permit to Operate with some changes) the Proposer shall extract a landfill gas sample from the following locations for an annual speciation analysis in accordance with the United States Environmental Protection Agency Method TO-15:
 - Inlet to the Primary GAC Canister
 - Inlet to the Secondary GAC Canister

- Inlet to the KMnO₄ Canister
- Outlet of the KMnO₄ Canister

Data Acquisition and Management Technology

In an effort to expedite the transmission of information between the City and the Proposer, the Proposer shall provide a web based platform to allow for the storage of information regarding activities at the Landfill. This web based platform must have the following parameters and features:

- Secure log in
- Restrictive ability to allow individual users to see only specific information
- Ability to store the following information:
 - Wellfield Monitoring Forms
 - Wellfield Adjustment Forms
 - Treatment System Monitoring Forms
 - Condensate Sump Monitoring Forms
 - Perimeter Methane Monitoring Probe Network Forms
 - Non-Routine Budget Tracking Information
 - Routine Budget Tracking Information
 - Past Invoices
 - Permits
 - Regulatory Documents
 - Correspondences
 - Photograph log
 - Monthly OM&M reports
 - Regulatory Reports

Reporting:

The reporting of the information that is collected is extremely important to verify that the landfill gas collection and treatment system is functioning as it was originally intended and is in accordance with the regulatory requirements imposed upon it. At a minimum, the following reports may be required:

Note:

It is important that the Proposer be up to date with the latest regulatory events and shall comply with the latest regulatory reporting requirements.

- Monthly OM&M Report:
 - A monthly OM&M report shall be developed by the Proposer and submitted to the City project manager containing all the monitoring results that were collected during the previous month. This report shall include the following items at a minimum:
 - General overall condensate management system status
 - Any problems or potential problems found
 - Remedial action performed to mitigate issues or exceedances
 - Inventory of on-site spare parts
 - Field monitoring data
 - Wellfield adjustments performed
 - Collection and treatment system maintenance schedule
 - Results of PM Site Inspections

- Non-routine activities performed
 - This report shall be submitted to the City project manager no later than the 21st of the following month in both electronic and hard copy format.
- Annual SCAQMD Emissions Report
 - In accordance with SCAQMD Rule 1150.1 an annual emissions report shall be developed and submitted..
- Annual AB-32 Landfill Methane Rule Report
 - In accordance with CalRecycle an annual AB-32 Landfill Methane Rule Report shall be developed and submitted.
- Annual EPA Greenhouse Gas Mandatory Reporting Rule (e-GGRT)
 - In accordance with USEPA 40 CFR Part 98 an annual Greenhouse Gas Mandatory Reporting Rule Report shall be developed and submitted electronically through the USEPA e-GGRT system.
- Quarterly SCAQMD 1150.1 Report
 - Within 30 days of the end of the last month of each quarter a quarterly SCAQMD Rule 1150.1 Report shall be developed and submitted.
- Annual SCAQMD 1150.1 Report
 - Within 30 days of the end of the last month of the year an annual SCAQMD Rule 1150.1 Report shall be developed and submitted.
- Monthly LEA Probe Monitoring Report
 - At the request of the LEA, a Probe Monitoring Report shall be developed and submitted to the LEA within one week of the probe monitoring event.

PART B: Non-Routine Activities

During the normal life of a landfill gas collection and treatment OM&M project, repairs and other activities will occur that will require actions above and beyond the typical, routine actions. These activities are collectively called Non-Routine Activities and for the purpose of this RFP have been divided into two categories: Scheduled Non-Routine and Emergency Non-Routine.

B.1-Scheduled Non-Routine Activities

Scheduled Non-Routine Activities are repairs and maintenance that are not time critical and can be scheduled in advance with prior approval from the City project manager. This includes corrective repairs or maintenance work identified during the Routine OM&M inspections and site visits. This work will consist of but is not limited to items such as the repair of broken valves, replacement of torn flex hoses (greater than 4" in diameter), and repair of damaged conveyance

pipng (greater than 4" in diameter or any repair requiring excavation). Repair to piping and components less than 4" in diameter will be accomplished through the routine work performed. This work is essential for the proper functioning of the landfill gas collection system; however, can be scheduled in advanced to allow for the procurement of materials, equipment, and scheduling of personnel. The following list includes some of the Scheduled Non-Routine Activities that are expected to occur during the contract period:

- Blower Belt Replacement
- Air Compressor Equipment Repairs
- Wellhead Replacement
- Well Valve Replacement
- Replacement of flex hoses 4" in diameter or larger
- Knockout vessel demister pad cleaning
- Condensate transfers
- Flow meter calibration
- Liquid level indicator replacement and/or calibration

Approval of Scheduled Non-Routine Activities will be performed on a written basis approval. The Proposer will submit a Non-Routine Work Order at least 1 week prior to the proposed date of the activities. The City will then review, negotiate the cost, and approve or deny the Non-Routine Work Order. Once written approval is received from the City project manager, the Proposer can then perform the activities that were identified in the Non-Routine Work Order. All Non-Routine Activities will be performed on a lump sum basis.

The following information shall be included in all Non-Routine Work Orders:

- Submitted Date
- Description of the Non-Routine Activity
- Non-Routine Task Number
- Staff required for the Non-Routine Activity
- Estimated hours for each Staff type
- Total Lump Sum cost for the non-routine activity

B.2-Emergency Non-Routine Activities

Emergency or Unscheduled Non-Routine Activities are items that require an immediate response. Typically, due to their sensitive nature, such activities shall be addressed

immediately. The City's project manager shall be notified promptly and made aware of the situation. Cost estimates shall be submitted to the city's PM within 3 days of the event. Upon approval of the costs, a verbal authorization will be granted to proceed with the necessary repairs, pending the preparation of the required paper work to complete a Work Order form. The following are potential Emergency Non-Routine Activities that are expected to occur during the life of this contract:

- A shutdown of the blower facility
- Power outage
- Repair of landfill gas and/or condensate system piping breaks or separations that cause the automatic shutdown of the collection and treatment system
- Response to odor complaints
- Condensate transfers (should be minimized through aggressive monitoring of condensate holding tank)
- Responses for any compliance issues including but not limited to elevated methane in the perimeter methane monitoring network and surface emission exceedances
- Response to a sub-surface fire event

The Proposer is expected to respond to callouts from the autodialer seven (7) days per week during daylight hours. Due to the dangerous conditions that may exist on certain landfill sites, the Proposer will not be required to respond to autodialer call outs in non-daylight hours but is expected to respond the following morning.

ATTACHMENT A2
SCOPE OF WORK
GROUNDWATER MONITORING AND REPORTING

BACKGROUND

Groundwater monitoring and reporting activities at the former Sparks, Anderson and Rains Pits are performed on a semi-annual basis as required by the Santa Ana Regional Water Quality Control Board. The existing groundwater monitoring system at the former Sparks, Anderson and Rains Pits includes twelve monitoring wells (Figure 1), as summarized in the following table.

Monitoring Point	Groundwater Zone		Monitoring Point I.D.
Groundwater Monitoring Well – Compliance	Shallow Zone	First Shallow Zone 0 to 30 ft bgs	MW-3 ¹ , MW-4A ² , DP-1, DP-2
		Medium Deep Zone 30 to 55 ft bgs	MW-4B ² , MW-10, MW-12
	Deep Zone		MW-14D, MW-15D
Groundwater Monitoring Well – Background	Shallow Zone	Medium Deep Zone 30 to 55 ft bgs	MW-2, MW-11
	Deep Zone		MW-13D

- 1 Well MW-3 is screened from 25 to 55 ft bgs, i.e., across both the First Shallow and the Medium Deep groundwater zones.
- 2 Wells MW- 4A and MW-4B are installed within the limits of the Davis Mud Pit.

During each semi-annual monitoring event, groundwater elevations in all site wells are to be measured prior to initiation of any purging and sample collection activity.

Shallow and deep zone groundwater monitoring wells MW-2, MW-3, MW-4B, MW-10, MW-11, MW-12, MW-13D, MW-14D, MW-15D, DP-1 and DP-2 are to be sampled using the following protocols:

- Upon arrival at each wellhead, the monitoring point will be inspected for evidence of tampering and/or vandalism and the well identification information will be recorded.
- Prior to sounding each well, the weighted water level indicator (sounder) will be decontaminated using non-phosphate soap solution followed by two rinses with deionized

water. Once the wells are sounded, the initial water level and total depth (wherever possible) of each well will be recorded.

Groundwater Sampling Using Non-Dedicated Equipment

- Wells DP-1 and DP-2 are equipped with dedicated bladder pumps, well purging and sampling at these two locations will be performed in accordance with USEPA guidelines for Low-Flow / Minimal Drawdown sampling.
- All other wells shall be purged using non-dedicated new polyethylene disposable bailers or non-dedicated electric submersible pumps which are decontaminated prior to introduction into each well. A minimum of three well volumes of water shall be purged prior to sampling. Based on the measured depth to water, the total depth of the well, and the known casing diameter, a purge volume will be calculated using the following equation:

$$CV = (7.48\pi) [(CD/2)^2] (HW)$$

where:

- CV = well casing volume (gallons)
- CD = casing diameter (feet)
- HW = height of water column within well (feet)
- 7.48 = conversion from cubic feet to gallons

- Decontamination procedures for non-dedicated pumps shall include rinsing the exterior of the pump and discharge tubing with a non-phosphate detergent solution followed by a deionized water rinse; and cycling a non-phosphate detergent solution, potable water and deionized water through the pump and discharge tubing.
- If a non-dedicated pump is used for well purging, the pump shall be placed in the center of the screened interval for purging.
- Each well with sufficient recharge will be purged of a minimum of three casing volumes and allowed to recover to within 80 percent of the initial water level prior to sampling. Slow recharge wells shall be purged of a minimum of one borehole volume and allowed to recover sufficiently (for a period of no more than two hours) prior to sampling.

- To ensure that fresh formation water is coming into the well during purging, the following parameters shall be monitored approximately every ten minutes during purging: electrical conductivity, oxygen releasing potential, dissolved oxygen, pH, turbidity and temperature.

Sample Collection and Preparation

- For wells without dedicated equipment, samples shall be collected using a new disposable polyethylene bailer.
- Samples will be labeled to identify the date and time of sampling, site location and well identification number.
- Purge water is to be containerized into 55-gallon Department of Transportation approved drums. Based on the results of analytical testing, the selected proposer will contact the RWQCB and gain written approval to allow purge water be disposed of by broadcasting to the site surface for dust control.

Analytical Testing

In accordance with the Reduction in Monitoring Frequency and Sampling and Analysis Program Modifications, approved by the RWQCB on September 20, 2012 samples collected from each well will be analyzed for the following:

- Metals: Samples from all wells will be analyzed for antimony, arsenic, mercury, calcium, iron, magnesium, potassium and sodium. In addition, samples collected from deep zone wells will also be analyzed for chromium, hexavalent chromium and lead;
- General Chemistry Constituents: pH, specific conductance, total dissolved solids, turbidity, chloride, fluoride, sulfate, nitrate (as nitrogen), chemical oxygen demand and ion balance; and
- Target Volatile Organic Compounds (VOCs): benzene, trichloroethylene (TCE), tetrachloroethylene (PCE) and vinyl chloride.

One trip blank and one field blank will be collected during each day of sampling. These blank samples will be analyzed for target VOCs listed above only.

All analytical testing will be performed by a State Certified testing laboratory. Proposers will provide the name, address and contact information for the laboratory they intend to use along with copies of up to date certifications to perform these tests in the State of California.

Reporting:

Prior to the 10th of the month following the end of each semi-annual monitoring period (i.e., April 10th and October 10th) a draft semi-annual report will be submitted to the City for review. The report will include the following elements:

- Description of Site Hydrogeology and History
- A Summary of Groundwater Monitoring Activities
- Groundwater Flow Direction/Gradient
- Summary of Groundwater Purging and Sampling Activities
- Discussion of the Results of Analytical Testing
- Identification of New Historical Intra-well Maximum Values
- Discussion of Maximum Contaminant Concentrations
- Conclusions and Recommendations
- Tabulated Historical and Current Analytical Results
- Shallow and Deep Zone Groundwater Contour Maps
- Time Series Charts for Key VOCs (see previous reports)and
- Supporting Data and Documents

Following receipt of comments from the City, a final report will be issued to the City (hard copy) and the Santa Ana RWQCB (electronic submittal only) no later than the final day of the month following the end of each semi-annual monitoring period. Finalized submittals and data shall be uploaded to the State's Geotracker website on behalf of the City.

Non-Routine Groundwater Monitoring Activities

Although there are no defined non-routing activities under the groundwater monitoring task, there is the potential for some, or all of the following to be required under this contract:

- Off-site disposal of purge water
- Monitoring well redevelopment
- Repair of monitoring well surface completions
- Repair of dedicated sampling pumps
- Meetings with the RWQCB

All non-routine activities will be performed under written work authorization signed by the City. A budgetary allocation has been established to cover non-routine groundwater monitoring activities.

ATTACHMENT A3
SCOPE OF WORK
GENERAL SITE INSPECTIONS, SWPPP MAINTENANCE AND REPORTING

General Site Activities Scope of Work

The General Site Activities scope includes three separate components (Landfill Cover, Site Security, and Storm Water), each of which must be inspected, monitored and reported on in accordance with the requirements of each component. The successful Proposer will be required to perform General Site Activities in accordance with the scope of work provided herein.

PART A: Routine Inspections, Maintenance, Monitoring and Reporting:

Landfill Cover Inspections:

The successful Proposer will conduct monthly visual inspections by walking the site to visually observe the following:

- Evidence of erosion
- Visible depressions
- Ponded water
- Odor
- Exposed refuse
- Cracks
- Settlement and subsidence
- Slope failure
- Leachate seeps

The existing cover will also be visually inspected following significant events, such as a major rainstorm or a major earthquake. Observations will be recorded on a form similar to the Sample Form No. SP1-1 (attached). For the purposes of this scope of work, the Proposer should assume that a total of four (4) significant events requiring site inspections beyond the monthly prescribed inspections will occur during each calendar year.

During each visual inspection the following will be noted (at a minimum): unusual surface conditions; areas of slope failure; depressions; differential settlement; slumping; fissures and/or cracking; erosion; ponding; staining; seepage into or from the cover; and observable deviations from the design and construction specifications.

Within 24 hours of completion of an inspection, the successful Proposer will submit the completed inspection form electronically to the City along with recommendations for any repairs or mitigating actions to correct detrimental site conditions. Based on these recommendations, the City will make a determination whether repair activities should be performed and request a separate non-routine work estimate from the successful Proposer as necessary. Clearing of minor amounts of miscellaneous debris from the site and site drainage ways will be considered part of routine inspection activities. Clearing of major blockages of drainage ways will be considered a non-routine task and will be performed under separate work order.

The successful Proposer will prepare a cover letter transmitting the completed site inspection form and submit the letter and attached form to the RWQCB not more than 15 days following the completion of each month.

Site Security Inspections

The successful Proposer will be required to conduct quarterly inspections and maintenance of the fence and gates. During each inspection the entire site perimeter will be walked and the fencing inspected for breaks, damage, loose tension, and corrosion. Gates will be inspected for adequate movement and intact locks.

Fence and gates inspections will also be performed following significant events such as earthquakes, fires, landslides, and heavy rainstorms/windstorms. For the purposes of this scope of work, the Proposer should assume that a total of one (1) significant events requiring site inspections beyond the quarterly prescribed inspections will occur during each calendar year.

Within 24 hours of completion of an inspection, the successful Proposer will submit the completed inspection form SP1-1 electronically to the City along with recommendations for any repairs or mitigating actions to correct detrimental site conditions. Based on these recommendations, the City will make a determination whether repair activities should be performed and request a separate non-routine work estimate from the successful Proposer as necessary.

Storm Water

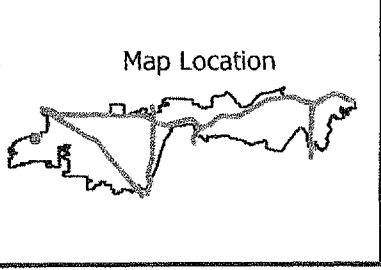
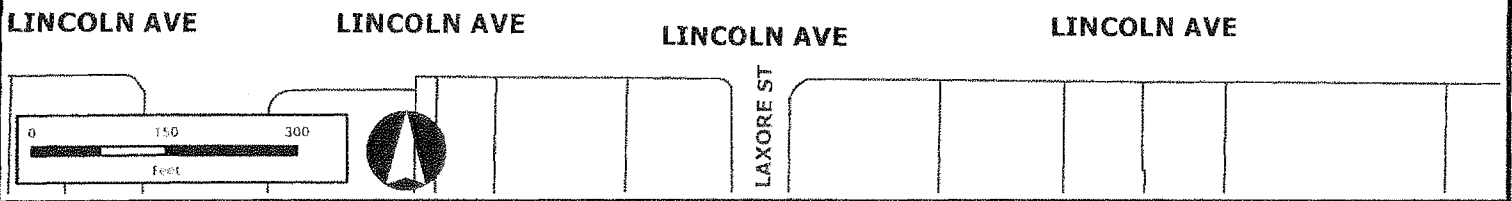
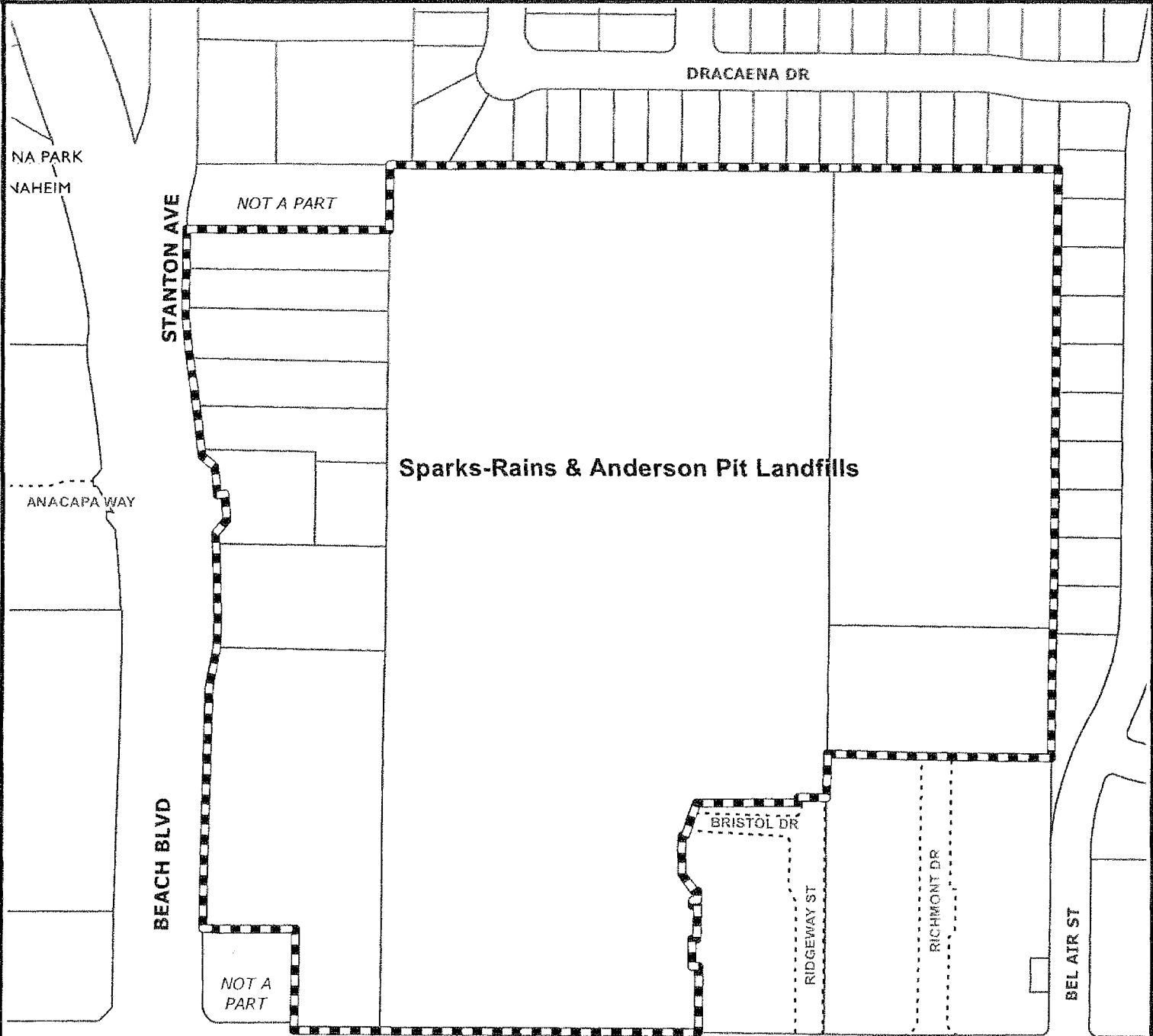
The successful Proposer will be responsible for implementing the storm water monitoring activities in compliance with:

- Surface drainage from the landfill is subject to State Water Resources Control Board Water Quality Order No. 97-03-DWQ NPDES General Permit No. CAS000001 (Industrial General Permit, IGP)
- As part of the requirements for a General Industrial Activities Storm Water Discharge Permit, a SWPPP has been prepared by the City for the landfill in compliance with the State's NPDES permit requirements. The SWPPP includes requirements for inspection, sampling, observations, and reporting as required by a Notice of Intent (NOI) and the General Industrial Activities Storm Water Discharge Permit issued by the RWQCB.
- All sampling will be performed as described in the current Site SWPPP (attached).

PART B: Non-Routine Activities

During the normal life of a landfill repairs and other activities will occur that will require actions above and beyond the typical, routine inspections and monitoring. These non-routine activities will be addressed through non-routine work orders that will include cost estimates for performance of the specific task(s) needed. The successful proposer will prepare all estimates and work orders associated with the performance of non-routine tasks and track their performance and completion. No non-routine tasks will be performed without prior written authorization from the City.

EXHIBIT B SITE MAP



Legend



Sparks-Rains, Anderson Pit Landfills



City of Anaheim
Comm Dev Technology
November 5, 2014

EXHIBIT "C"

SCHEDULE OF COMPENSATION

**BID SCHEDULE
CITY OF ANAHEIM
LANDFILL GAS OPERATIONS, MAINTENANCE AND MONITORING, GROUNDWATER
MONITORING AND REPORTING, AND STORM WATER POLLUTION PREVENTION PLAN
COMPLIANCE FOR SPARKS-RAINS AND ANDERSON PIT LANDFILLS SITE
Account No. 730-411-S264-7808-RAP**

The following proposal prices shall include furnishing of labor, equipment, materials and coordination with other contractors as required for the completion of work in accordance with these specifications and accompanying drawings. The "Summary of Work Ref." column below is to be used as a cross-reference with the RFP, for further detail on the description of work for each bid item.

Item	Description	Summary of Work Ref.	Quantity	Unit	Unit Price	Total Price
1	All Inclusive Routine Operations, Monitoring and Maintenance of the Landfill Gas Extraction, Treatment and Monitoring System per Part A of A1, for the annual lump sum price of:	A1	1	LS	\$177,196	\$177,196
2	Non-Routine Maintenance of the Landfill Gas Extraction, Treatment and Monitoring System per Part B of A1, for unanticipated work due to unknowns not shown on plans or specifications, as required per the direction of the Owner, paid per Section 3-3.2 of the Greenbook:	A1	1	T&M	\$10,000	\$10,000
3	Routine Semi-Annual Groundwater Monitoring and Reporting per A2, complete and operational for the annual lump sum price of:	A2	1	LS	\$37,000	\$37,000
4	Non-Routine Groundwater related activities per A2, for unanticipated work due to unknowns not shown on plans or specifications, as required per the direction of the Owner, paid per Section 3-3.2 of the Greenbook:	A2	1	T&M	\$10,000	\$10,000
5	General site inspections and SWPPP maintenance and reporting per Part A of A3, complete and operational for the annual lump sum price of:	A3	1	LS	\$35,384	\$35,384
6	Non-Routine site inspections and SWPPP maintenance and reporting per Part B of A3, for unanticipated work due to unknowns not shown on plans or specifications, as required per the direction of the Owner, paid per Section 3-3.2 of the Greenbook:	A3	1	T&M	\$10,000	\$10,000

BID TOTAL (ITEMS 1 THROUGH 6)

\$279,580

The undersigned bidder certifies that he/she has thoroughly checked the figures set forth in this proposal, that they are correct to the best of his / her knowledge and constitute his / her proposal to perform all of the work called out and implied throughout these Contract Documents.


Signature of Bidder

Christine Arbogast, Vice President, Solid Waste
Printed Name of Bidder

909.860.7777
Phone Number

Tetra Tech BAS
Company Name

christine.arbogast@tetratech.com
Email



Landfill Gas OM&M Cost Estimate - Frequency & Cost Table

Task Description ¹	Year 1		Years 2 & 3	
	Frequency	Anticipated Annual Costs	Frequency	Anticipated Annual Costs ²
Condensate Sump Monitoring	Weekly	\$ 10,845.00	Twice per Month	\$ 6,082.00
Condensate Sump Inspection	Weekly	\$ 7,897.00	Twice per Month	\$ 4,722.00
Treatment System Monitoring	Weekly	\$ 9,686.00	Weekly	\$ 9,686.00
Perimeter Methane Monitoring Network Monitoring	Twice per Month	\$ 28,225.00	Monthly	\$ 15,613.00
Landfill Gas Collection System Wellfield Monitoring	Twice per Month	\$ 26,057.00	Monthly	\$ 14,029.00
Landfill Gas Collection System Wellfield Adjustments	Twice per Month	\$ 7,014.00	Monthly	\$ 4,007.00
Project Manager Site Inspection	Monthly	\$ 19,344.00	Monthly	\$ 19,344.00
Treatment System Sampling and Analysis	Monthly	\$ 13,320.00	Monthly	\$ 13,320.00
Alarm Verification and Testing	Monthly	\$ 486.00	Monthly	\$ 486.00
Perimeter Methane Monitoring Network Sampling and Analysis	Monthly	\$ 10,789.00	Monthly	\$ 10,789.00
Instantaneous Surface Monitoring	Quarterly	\$ 3,209.00	Quarterly	\$ 3,209.00
Integrated Surface Sampling	Quarterly	\$ 5,617.00	Quarterly	\$ 5,617.00
Ambient Air Sampling	Quarterly	\$ 8,662.00	Quarterly	\$ 8,662.00
Condensate GAC Vessel Monitoring	Quarterly	\$ 81.00	Quarterly	\$ 81.00
Positive Pressure Component Leak Testing	Quarterly	\$ 878.00	Quarterly	\$ 878.00
Treatment System Source Testing	Annually	\$ 9,512.00	Annually	\$ 9,512.00
Treatment System Gas Sampling and Analysis (Speciation)	Annually	\$ 885.00	Annually	\$ 885.00
Data Acquisition and Management Technology	Continuous	\$ 2,760.00	Continuous	\$ 2,760.00
OM&M Report	Monthly	\$ 5,664.00	Monthly	\$ 5,664.00
Annual SCAQMD Emissions Report	Annually	\$ 669.00	Annually	\$ 669.00
Annual EPA Greenhouse Gas Mandatory Reporting Rule (e-GGRT)	Annually	\$ 744.00	Annually	\$ 744.00
Quarterly SCAQMD 1150.1 Report	Quarterly	\$ 2,412.00	Quarterly	\$ 2,412.00
Annual SCAQMD 1150.1 Report ³	Annually	\$ 610.00	Annually	\$ 610.00
Monthly LEA Probe Monitoring Report	Monthly	\$ 1,830.00	Monthly	\$ 1,830.00
	Annual Cost:	\$ 177,196.00	Annual Cost:	\$ 141,611.00
	Monthly Cost:	\$ 14,766.00	Monthly Cost:	\$ 11,801.00

Notes:

1) Task Descriptions from the Scope of Work identified in the Request for Proposals

2) Anticipated costs for Years 2 and 3 are based on 2014 Schedule of Charges and do not include applicable increase in rates due to the Consumer Price Index changes, which will be determined and incorporated at that time

3) Annual AB-32 Landfill Methane Rule Report has been incorporated into Annual SCAQMD 1150.1 Report task per Addendum 3



TETRA TECH BAS

1360 Valley Vista Drive
Diamond Bar, California 91765
(909) 860-7777

SCHEDULE OF CHARGES

<u>PERSONNEL</u>	<u>HOURLY RATE</u>
Principal (P)	\$249
Principal Engineer (PRE)	\$221
Principal Solid Waste Planner (PSW)	\$211
Division Engineer (DE)	\$211
Principal Administrator (PA)	\$201
Senior Project Manager (SM)/Chief Engineer (CE)	\$199
Project Manager III (PM-III)	\$184
Project Manager II (PM-II)/ Engineer VII (E-VII)	\$174
Project Manager I (PM-I) / Engineer VI (E-VI)	\$164
Engineer V (E-V)	\$149
Engineer IV (E-IV)	\$139
Engineer III (E-III)	\$129
Engineer II (E-II)	\$119
Engineer I (E-I)	\$109
Engineer (E)	\$99
Senior Project Designer (SPD)	\$165
Project Designer (PD)	\$149
Senior Designer (SDD)	\$136
Designer (DD)	\$125
Senior Drafter (SD)	\$111
Drafter (D)	\$101
Senior CADD Operator (SCO)	\$91
CADD Operator (CO)	\$81
Regulatory Compliance Manager (RCM)	\$157
Senior Regulatory Compliance Specialist (SRS)	\$149
Regulatory Compliance Specialist II (RS-II)	\$135
Regulatory Compliance Specialist (RS)	\$121
Senior Environmental Scientist (SNS)	\$161
Senior Environmental Specialist (SES)	\$141
Environmental Specialist III (ES-III)	\$134
Environmental Specialist II (ES-II)	\$129
Environmental Specialist I (ES-I)	\$113
Environmental Specialist (ES)	\$101
Landscape Architect	\$135
Project Accountant/Analyst (AA)	\$92
Senior Project Coordinator (SPC)	\$134
Project Coordinator (PC)	\$115
Senior Technical Editor (STE)	\$111
Administrative Assistant (ADA)	\$91
Data (DP)/Word Processing Secretary (WP)	\$81
Office Services Clerk (OS)	\$75
General Clerk (C)/Typist (Y)	\$68
Data Analyst (DA)	\$61
Senior Construction Manager (SCM)	\$198
Construction Manager (CM)	\$175
Construction Supervisor (CS)	\$150
Construction Engineering Technician (CET)	\$142
Chief Engineering Technician (CT)	\$131
Engineering Technician V (ET-V)	\$115
Engineering Technician IV (ET-IV)	\$103
Engineering Technician III (ET-III)	\$89
Engineering Technician II (ET-II)	\$79
Engineering Technician I (ET-I)	\$66
Engineering Technician (ET)	\$44
Chief of Survey Parties (CSP)	\$141
2-Man Survey Party (SP-2M)	\$249
1-Man Survey Party with GPS (1M-GPS)	\$188
Court Appearance (Expert Witness, Deposition, etc.)	1.5 X Hourly Rate

Overtime Premium is 50% of Personnel Hourly Rate
(Effective October 1, 2013 - September 30, 2014)



TETRA TECH BAS

1360 Valley Vista Drive
 Diamond Bar, California 91765
 (909) 860-7777

REIMBURSABLE CHARGES

Effective October 1, 2013 - September 30, 2014

In addition to the above charges for professional services (including routine expenses), we require reimbursement for the following items:

A. IN-HOUSE EXPENSES		
Reproduction/Plotting:	Xerox Copies	\$0.10/page
	Color Copies	\$0.50/page
	Wide Format Copies	\$0.30/sq. ft.
	Blueprints	\$0.50/sq. ft.
	Bond Plotting -- Black & White	\$2.00/sq. ft.
	Bond Plotting -- Color	\$4.00/sq. ft.
	Vellum Plotting	\$4.00/sq. ft.
	Mylar Plotting	\$5.00/sq. ft.
Telefax (Outgoing only):		\$1.00/page
Mileage:	Personal Vehicle	\$0.60/mile
	Company Vehicle	\$0.70/mile
OR		
10% OF TOTAL PERSONNEL FEES		
B. OTHER EXPENSES		
Company Vehicles		\$15.00/hour
Survey Vehicles		\$15.00/hour
Other Out-of-Pocket Expenses/Supplies/Travel		Cost + 10%
Equipment Usage		See Attached Schedule
Consultants/Outside Services		Cost + 10%
Construction Services		Cost + 10%
Per Diem for Living Expenses		Federal Rates
CADD Computer Usage		\$10.00/hour
Field Computer Services		\$40.00/week
GPS Survey Equipment Services		\$40.00/hour
C. MONITORING EXPENSES		
Carbon Change Out		Cost + 10%
Potassium Permanganate Change Out		Cost + 10%
Condensate Disposal		Cost + 10%
Courier Service for Laboratory Samples		\$110 / Event
Laboratory Analysis - Rule 1150.1 VOC (by GC/MS)		\$350 / Sample
Laboratory Analysis - TGNMOC (by USEPA Method 25)		\$185 / Sample
Laboratory Analysis - Fixed Gases (CH ₄ , CO ₂ , O ₂ , Balance)		\$145 / Sample

Monitoring Expenses do not include any Tt BAS labor which will be incorporated into non-routine work orders if applicable. Page 2 of 3



TETRA TECH BAS

1360 Valley Vista Drive
 Diamond Bar, California 91765
 (909) 860-7777

EQUIPMENT RENTAL RATES

Effective October 1, 2013 - September 30, 2014

TYPE OF EQUIPMENT	DAY	WEEK	MONTH
4 Gas Range Meter CH4, H2S, CO, O2 (Sentinel 44)	\$75	\$200	\$500
Alpha - 1 Personal Sampling Pump	\$75	\$200	\$500
Disposable Bailer	\$20/each	n/a	n/a
CO2 Calorimetric Analysis Tubes	\$40	\$125	\$250
Downhole Camera	\$75/hr	n/a	n/a
Dupont Dosimeter Mark-3 (Personal Sample Pump)	\$50	\$150	\$300
Flow Calibrator (Gilian)	\$50	\$150	\$300
Gas Extraction Monitor (GEM 2000 / 2000 Plus / 5000)	\$125	\$350	\$900
Lung Sampler	\$100	\$300	\$800
Mini-Ram Data Logger	\$40	\$125	\$250
Mini-Ram Dust Meter	\$50	\$150	\$300
Organic Vapor Analyzer	\$125	\$400	\$1,000
Photo Ionization Detector (OVM580B)	\$125	\$400	\$1,000
Sample Train (Gas Extraction Pump)	\$50	\$150	\$300
Soil Auger/Sampler	\$30	\$90	\$180
Sounder (Liquid Level Indicator)	\$40	\$125	\$250
Horiba Meter	\$50	\$200	\$400
MiniRae 2000	\$75	\$200	\$500
GT Surveyor	\$75	\$200	\$500
Groundwater Sampling Equipment	\$30/hour	n/a	n/a
Company Vehicle	\$120	\$480	\$1,250
Field Sampling Supplies:	100/day	n/a	n/a
LEVEL C (Per Person)	\$150	n/a	n/a
Respirator with Cartridge (full or half faced)			
Tyvek Coveralls			
Outer Gloves			
Glove Liners			
Neoprene Boots			

RESOLUTION NO. 2012-105

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANAHEIM, ACTING AS THE SUCCESSOR AGENCY TO THE ANAHEIM REDEVELOPMENT AGENCY, AUTHORIZING AND DIRECTING THE EXECUTIVE DIRECTOR OF THE COMMUNITY DEVELOPMENT DEPARTMENT TO REPRESENT THE CITY, ACTING IN ITS CAPACITY AS THE SUCCESSOR AGENCY TO THE ANAHEIM REDEVELOPMENT AGENCY, IN MATTERS PERTAINING TO THE REDEVELOPMENT DISSOLUTION ACT, AS AMENDED.

WHEREAS, prior to February 1, 2012, the Anaheim Redevelopment Agency (herein referred to interchangeably as the "Agency" or the "dissolved Agency") was a community redevelopment agency duly organized and existing under the California Community Redevelopment Law (Health and Safety Code Sections 33000 *et seq.*), and was authorized to transact business and exercise the powers of a redevelopment agency pursuant to action of the City Council ("City Council") of the City of Anaheim ("City"); and

WHEREAS, Assembly Bill x1 26, which was passed by the California State Legislature, approved by the Governor on June 28, 2011, and chaptered by the Secretary of State on June 29, 2011, added Parts 1.8 and 1.85 to Division 24 of the California Health & Safety Code, which laws caused the dissolution and wind down of all redevelopment agencies (herein referred to as the "Dissolution Act"); and

WHEREAS, on December 29, 2011, in the petition *California Redevelopment Association v. Matosantos*, the California Supreme Court upheld the Dissolution Act, which had the effect of dissolving all redevelopment agencies in California as of and on February 1, 2012; and

WHEREAS, as of, on and after February 1, 2012, the Agency became a dissolved community redevelopment agency pursuant to the Dissolution Act; and

WHEREAS, by Resolution No. 2012-001, considered and approved by the City Council at an open public meeting on January 10, 2012, the City Council elected to have the City serve as the "Successor Agency" to the dissolved Agency under the Dissolution Act, thereby assuming all authority, rights, powers, duties and obligations previously vested with the Agency under the California Community Redevelopment Law, effective upon dissolution of the Agency on February 1, 2012; and

WHEREAS, as of, on and after February 1, 2012, the City began to perform and will continue to perform its functions as and on behalf of the Successor Agency to the dissolved Agency under the Dissolution Act to administer the enforceable obligations of the Agency and

otherwise unwind the dissolved Agency's affairs, all subject to the review and approval by a seven-member "Oversight Board" formed thereunder; and

WHEREAS, as part of the Fiscal Year 2012-13 State budget package, on June 27, 2012, the California State Legislature passed, and the Governor signed, Assembly Bill 1484 (herein referred to as "AB 1484"), the primary purpose of which was to make technical and substantive amendments to the Dissolution Act based upon experience to-date at the state and local level in implementing the Dissolution Act. As a budget trailer bill, AB 1484 took immediate effect upon signature by the Governor; and

WHEREAS, the City, as Successor Agency to the dissolved Agency, is required to perform certain duties and obligations under the Dissolution Act, as amended by AB 1484, to administer the enforceable obligations of the dissolved Agency and otherwise unwind the dissolved Agency's affairs, including, but not limited to, the preparation and adoption of periodic Recognized Obligation Payment Schedules and other matters described in Sections 34177, 34179.5, 34179.6 and 34181 of the California Health and Safety Code, all subject to the review and approval by the Oversight Board of the Successor Agency to the dissolved Agency (herein referred to as the "Oversight Board"); and

WHEREAS, the City Council, serving as, and on behalf of, the Successor Agency to the dissolved Agency, desires to authorize the Executive Director of the Community Development Department (or his designee) (herein referred to as the "Executive Director") to take certain actions for and on behalf of the City, in its capacity as the Successor Agency to the dissolved Agency, in the manner hereinafter provided.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL, SERVING AS AND ON BEHALF OF THE SUCCESSOR AGENCY TO THE ANAHEIM REDEVELOPMENT AGENCY, AS FOLLOWS:

Section 1. The foregoing recitals are incorporated into this Resolution by this reference and constitute a material part hereof.

Section 2. Whenever reference is made in the Dissolution Act, as amended by AB 1484, and as the same may be amended from time to time (herein referred to collectively as the "Dissolution Act, as Amended"), to an action or approval to be undertaken by the Successor Agency, the Executive Director is authorized to act, subject to the approval of the Oversight Board and in compliance in all respects with the requirements of the Dissolution Act, as Amended, unless this Resolution or the Dissolution Act, as Amended, specifically provide otherwise or the context should otherwise require.

Section 3. Without the prior approval and authorization of both the City Council, serving as, and on behalf of, the Successor Agency in its capacity as the Successor Agency to the dissolved Agency, and the Oversight Board in accordance with the requirements of the Dissolution Act, as Amended, the Executive Director shall lack the authority to, and shall not, obligate or commit the City, acting in its capacity as the Successor Agency to the dissolved Agency, to any of the transactions described in subdivision (e) of Section 34177, subdivisions

(a), (b), (d), (e), (f), (h) and (i) of Section 34180, and subdivisions (a), (b), (d) and (e) of Section 34181 of the California Health and Safety Code.

Section 4. The Executive Director is further authorized and directed for and on behalf of the City, as Successor Agency to the dissolved Agency, to take any and all actions and execute and deliver any and all documents and instruments which he may deem necessary and advisable to effectuate the purposes of this Resolution and in compliance in all respects with the requirements of the Dissolution Act, as Amended.

Section 5. This Resolution shall be effective immediately upon adoption.

THE FOREGOING RESOLUTION IS APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF ANAHEIM, SERVING AS AND ON BEHALF OF THE SUCCESSOR AGENCY TO THE FORMER ANAHEIM REDEVELOPMENT AGENCY, THIS 21st DAY OF August, 2012, BY THE FOLLOWING ROLL CALL VOTE:

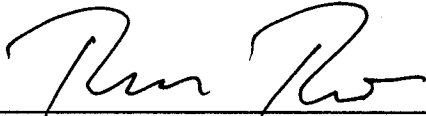
AYES: Mayor Tait, Council Members Sidhu, Galloway, Eastman and Murray

NOES: None

ABSENT: None

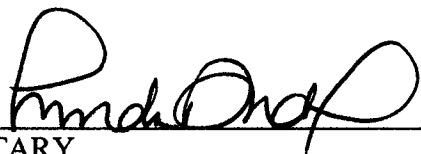
ABSTAIN: None

CITY OF ANAHEIM, AS THE
SUCCESSOR AGENCY TO THE
ANAHEIM REDEVELOPMENT
AGENCY



CHAIRMAN

ATTEST:



SECRETARY

91113