



**Oversight Board of the Successor Agency
for South Gate Community Development Commission
Special Meeting Agenda**

Monday, January 30, 2017 at 10:00 a.m.

I. Call To Order/Roll Call

CALL TO ORDER	W.H. (Bill) De Witt, Chairperson
PLEDGE OF ALLEGIANCE	Mitchell Liday, Vice Chairperson
ROLL CALL	Carmen Avalos, City Clerk

II. City Officials

CHAIRPERSON	DIRECTOR OF ADMINISTRATIVE SERVICES
W.H. (Bill) De Witt	Jackie Acosta

VICE CHAIRPERSON	SECRETARY
Mitchell Liday	Carmen Avalos

BOARD MEMBERS

Alina Bokde	Wally G. Shidler
Abel Torres	Noorali Delawalla
Myrna Morales	

III. Meeting Compensation Disclosure

Pursuant to Government Code Section 54952.3: Disclosure of compensation for meeting attendance by Oversight Board Members is \$0 monthly regardless of the amount of meetings.

IV. Open Session Agenda

1. Oversight Board Oath Of Office

The Oversight Board will administer the Oath of Office to Mitchell Liday as Vice-Chairperson. (CLERK)

Documents:

[ITEM 1 REPORT 01302017.PDF](#)

2. Resolution Approving The Recognized Obligation Payment Schedule

The Oversight Board will consider adopting a **Resolution** _____ approving the Recognized Obligation Payment Schedule for the 17-18 Fiscal Period of July 1, 2017 to June 30, 2018, including the Administrative Budget included therewith, subject to submittal to, and review by, the State Department of Finance under the Dissolution Law, California Health and Safety Code, Division 24, Part 1.85, as amended, and authorizing posting and transmittal thereof. (ADMIN SERVICES)

Documents:

[ITEM 2 REPORT 01302017.PDF](#)

3. Professional Services Agreement With Tetra Tech

The Oversight Board will consider adopting a **Resolution** _____ approving a Professional Services Agreement (**Contract No.** _____) with Tetra Tech related to environmental conditions at 3500-3506 Tweedy Boulevard, subject to submittal to, and review by, the State Department of Finance under the Dissolution Law, California Health and Safety Code, Division 24, Part 1.85, as amended, and authorizing the posting and transmittal thereof. (ADMIN SERVICES)

Documents:

[ITEM 3 REPORT 01302017.PDF](#)

V. Adjournment

I, Carmen Avalos, Secretary, certify that a true and correct copy of the foregoing Meeting Agenda was posted on January 26, 2017, at 11:00 a.m., as required by law.

Carmen Avalos,
City Clerk

Materials related to an item on this Agenda after distribution of the agenda packet are available for public inspection in the City Clerk's Office

8650 California Avenue, South Gate, California 90280
(323) 563-9510 * fax (323) 563-5411 * www.cityofsouthgate.org

In compliance with the American with Disabilities Act, if you need special assistance to participate in the Oversight Board Meetings, please contact the Office of the City Clerk.

Notification 48 hours prior to the Oversight Board Meeting will enable the City to make reasonable arrangements to assure accessibility.

City of South Gate

Item No. 1

OVERSIGHT BOARD OF THE SUCCESSOR AGENCY
TO THE COMMUNITY DEVELOPMENT COMMISSION

RECEIVED

JAN 25 2017

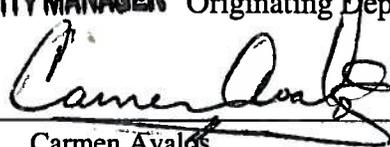
AGENDA BILL

For the Special Meeting of January 30, 2017

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

Originating Department: Office of the City Clerk

City Clerk


Carmen Avalos

City Manager


Michael Flad

SUBJECT: OVERSIGHT BOARD OATH OF OFFICE

PURPOSE: At the September 12, 2016 Oversight Board Meeting of the Successor Agency for South Gate Community Development Commission Board Member Liday was appointed Vice Chairperson. The Oath of Office will be administered at the Special meeting of January 30, 2017.

RECOMMENDED ACTION: The Board of Directors will:

- a. Administer the Oath of Office to appoint Mitchell Liday as Vice-Chairperson.

FISCAL IMPACT: None

ANALYSIS: None

BACKGROUND: On April 23, 2012, a seven-member Oversight Board was designated by the respective parties defined in the Dissolution Act, including the County, City, County Fire Protection District (as the largest special district), the Superintendent of Schools, and the Chancellor of the Community College Districts. During the past few months' two board members resigned, including the Vice Chairperson.

ATTACHMENT: None

City of South Gate

**OVERSIGHT BOARD TO THE SUCCESSOR AGENCY TO THE
COMMUNITY DEVELOPMENT COMMISSION**

RECEIVED OF THE CITY OF SOUTH GATE

JAN 25 2017

AGENDA BILL

**CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER**
8:30am

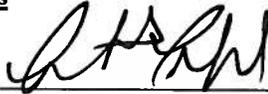
For the Special Meeting of: January 30, 2017

Originating Department: Administrative Services

Department Head:


Jackie Acosta

Successor Agency:


Executive Director Michael Flad

**SUBJECT: RESOLUTION APPROVING THE RECOGNIZED OBLIGATION
PAYMENT SCHEDULE FOR THE 17-18 FISCAL PERIOD OF
JULY 1, 2017 TO JUNE 30, 2018**

PURPOSE: To approve the annual Recognized Obligation Payment Schedule (“ROPS”) for the 17-18 Fiscal Period, as required by Dissolution Law.

RECOMMENDED ACTION: Adopt Resolution approving the Recognized Obligation Payment Schedule for the 17-18 Fiscal Period of July 1, 2017 to June 30, 2018, including the Administrative Budget included therewith, subject to submittal to, and review by, the State Department of Finance under the Dissolution Law, California Health and Safety Code, Division 24, Part 1.85, as amended, and authorizing posting and transmittal thereof.

FISCAL IMPACT: None until approved by the State Department of Finance (“DOF”). If the DOF approves the ROPS as submitted, the Successor Agency will receive \$6,415,326 (which includes the \$250,000 for administrative expenses) for the period July 1, 2017 to June 30, 2018, to pay the Successor Agency’s enforceable obligations.

ANALYSIS: As a result of the dissolution of redevelopment, the Successor Agency was created to administer the enforceable obligations and unwind the affairs of the former redevelopment agency, all subject to the review by, and approval of, this seven-member Oversight Board. As part of that process, the Successor Agency must annually adopt the Recognized Obligation Payment Schedule (“ROPS”), as required by Dissolution Law, which it did at its regular meeting of January 24, 2017. A copy of the Successor Agency resolution approving ROPS 17-18 is included as Attachment 2 to this agenda bill.

BACKGROUND: The Successor Agency to the Community Development Commission of the City of South Gate is performing its functions under Parts 1.8 and 1.85, Division 24 of the California Health and Safety Code, as amended by Assembly Bill 1484 and other subsequent legislation (together, as amended, the “Dissolution Law”), to administer the enforceable obligations and otherwise unwind the former Agency's affairs, all subject to the review by, and approval of, this seven-member Oversight Board.

At previous meetings of the Successor Agency, under the Dissolution Law, the prior Recognized Obligation Payment Schedules (“ROPS”) were approved and thereafter submitted to the DOF, and ultimately approved with modifications. Until ROPS 16-17, the prior ROPS were for six-month fiscal periods, but there is now an annual ROPS process, and ROPS 17-18 is the second annual ROPS. Under Section 34171(h), as amended, the ROPS is “the document setting forth the minimum payment amounts and due dates of payments required by enforceable obligations for each fiscal year as provided in subdivision (o) of Section 34177.”

Under the dates in the Dissolution Law, the Successor Agency is required to consider and adopt the ROPS for the 17-18 fiscal period of July 1, 2017 to June 30, 2018, and submit such approved ROPS 17-18 to the DOF on or before February 1, 2017.

Section 34177(l), as amended, requires the Successor Agency to take actions with regard to each ROPS as follows:

“(l) (1) ... For each recognized obligation, the Recognized Obligation Payment Schedule shall identify one or more of the following sources of payment:

(A) Low and Moderate Income Housing Fund.

(B) Bond proceeds.

(C) Reserve balances.

(D) Administrative cost allowance.

(E) The Redevelopment Property Tax Trust Fund, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation or by the provisions of this part.

(F) Other revenue sources, including rents, concessions, asset sale proceeds, interest earnings, and any other revenues derived from the former redevelopment agency, as approved by the oversight board in accordance with this part.

...

(o) (1) Commencing with the Recognized Obligation Payment Schedule covering the period from July 1, 2016 to June 30, 2017, inclusive, and for each period from July 1 to June 30, inclusive, thereafter, a successor agency shall submit an oversight board-approved Recognized Obligation Payment Schedule to the department and to the county auditor-controller no later than February 1, 2016, and each February 1 thereafter...”

Based on the City and Successor Agency’s successful legal action against the DOF, which decision was issued in June 2016 and was not appealed by the DOF, the HUD Section 108 Loan is now a DOF-approved enforceable obligation. Both payments, one due in August 2017 and the second due in February 2018, are listed on this ROPS 17-18.

The Successor Agency and Oversight Board’s annual Administrative Budget is now a part of the ROPS and is no longer submitted separately to the DOF. Subsection (h)(1) to Section 34179 provides:

“Without abrogating the department’s authority to review all matters related to the Recognized Obligation Payment Schedule pursuant to Section 34177, oversight boards are not required to submit the following oversight board actions for department approval:

- (A) Meeting minutes and agendas.
- (B) Administrative budgets.
- (C) Changes in oversight board members, or the selection of an oversight board chair or vice chair.
- (D) Transfers of governmental property pursuant to an approved long-range property management plan.
- (E) Transfers of property to be retained by the sponsoring entity for future development pursuant to an approved long-range property management plan.

The draft ROPS 17-18, attached to the Oversight Board resolution included with this agenda bill, sets forth comparable listings of Enforceable Obligations listed in prior ROPS and includes a copy of the FY 17-18 Administrative Budget. During the presentation of this item to the Oversight Board, Successor Agency staff will explain ROPS 17-18 and answer any questions the Oversight Board may have about this ROPS and related Successor Agency matters. At its regular meeting on January 24, 2017, the Successor Agency considered and approved ROPS 17-18. A copy of the Successor Agency resolution approving ROPS 17-18 is included as Attachment 2 to this agenda bill.

The timing for DOF’s review of each annual ROPS is set forth in subsection (o) of Section 34177 which provides:

“the department shall make its determination of the enforceable obligations and the amounts and funding sources of the enforceable obligations no later than April 15, 2016, and each April 15 thereafter. Within five business days of the department’s determination, a successor agency may request additional review by the department and an opportunity to meet and confer on disputed items, except for those items which are the subject of litigation disputing the department’s previous or related determination. An untimely submittal of a Recognized Obligation Payment Schedule may result in a meet and confer period of less than 30 days. The department shall notify the successor agency and the county auditor-controller as to the outcome of its review at least 15 days before the date of the first property tax distribution for that period.”

Staff recommends the Oversight Board adopt the Resolution approving ROPS 17-18 (attached) and authorizing the City Manager/Executive Director and/or his authorized designees to transmit ROPS 17-18 to the DOF with copies to the County Auditor-Controller, the County Administrative Officer, and State Controller’s Office as required by the Dissolution Law. Further, the Director of Administrative Services and/or her authorized designees, in consultation with legal counsel, shall be authorized to request and complete meet and confer session(s), if any, with the DOF and to make augmentations, modifications, additions or revisions as may be necessary or directed by DOF, and changes, if any, will be reported back to the Successor Agency and the Oversight Board.

ATTACHMENTS:

1. Proposed Resolution approving ROPS 17-18 (including the FY 17-18 Administrative Budget)
2. Successor Agency Resolution No. **30** approving ROPS 17-18 (including the FY 17-18 Administrative Budget)

OVERSIGHT BOARD RESOLUTION NO. 17-__

A RESOLUTION OF THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF SOUTH GATE APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE 17-18 FISCAL PERIOD OF JULY 1, 2017 TO JUNE 30, 2018, INCLUDING THE ADMINISTRATIVE BUDGET INCLUDED THEREWITH, SUBJECT TO SUBMITTAL TO, AND REVIEW BY, THE STATE DEPARTMENT OF FINANCE UNDER THE DISSOLUTION LAW, CALIFORNIA HEALTH AND SAFETY CODE, DIVISION 24, PART 1.85, AS AMENDED, AND AUTHORIZING POSTING AND TRANSMITTAL THEREOF.

WHEREAS, the Community Development Commission of the City of South Gate (“former Agency”) was a public body, corporate and politic, formed, organized, existing and exercising its powers pursuant to Section 34100, *et seq.* of the California Health and Safety Code, and exercised the powers, authority, functions, and jurisdiction of a community redevelopment agency formed, organized, existing and exercising its powers pursuant to the California Community Redevelopment Law, Health and Safety Code, Section 33000, *et seq.* , and specifically formed by the City Council (“City Council”) of the City of South Gate (“City”); and

WHEREAS, Assembly Bill x1 26 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 wind down of the affairs of former agencies, including as such laws were amended by Assembly Bill 1484 and by other subsequent legislation (together, as amended, the “Dissolution Law”); and

WHEREAS, as of February 1, 2012 the former Agency was dissolved under the Dissolution Law, and as a separate public entity, corporate and politic, the Successor Agency to the Community Development Commission of the City of South Gate (“Successor Agency”) administers the enforceable obligations of the former Agency and otherwise unwinds the former Agency’s affairs, all subject to the review by, and approval of, a seven-member oversight board (“Oversight Board”); and

WHEREAS, under Section 34179, the Successor Agency’s Oversight Board was formed and the initial meeting occurred on March 29, 2012; and

WHEREAS, Section 34179 provides that the Oversight Board has fiduciary responsibilities to holders of enforceable obligations and the taxing entities that benefit from distributions of property tax and other revenues pursuant to Section 34188 of Part 1.85 of the Dissolution Law; and

WHEREAS, Sections 34177(m), 34177(o) and 34179 provide that each ROPS is submitted to, reviewed and approved by the Successor Agency and then reviewed and approved by the Oversight Board before final review and approval by the State Department of Finance (“DOF”); and

WHEREAS, Section 34177(o) of the Dissolution Law requires that the annual ROPS for the 17-18 fiscal period of July 1, 2017 to June 30, 2018 (“ROPS 17-18”) be submitted to the DOF by the Successor Agency, after approval by the Oversight Board, no later than February 1, 2017; and

WHEREAS, the Oversight Board has reviewed the ROPS 17-18 presented by the Successor Agency and desires to approve the ROPS 17-18, including the Administrative Budget included therewith, and to direct transmittal of such ROPS to the DOF, with copies to the County Administrative Officer, the County Auditor-Controller, and the State Controller’s Office; and

WHEREAS, the Oversight Board authorizes Successor Agency staff to post the ROPS 17-18 on the City’s website: (<http://www.cityofsouthgate.org/247/Successor-Agency>);

NOW, THEREFORE, THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF SOUTH GATE DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The foregoing recitals are hereby incorporated into this Resolution by this reference, and constitute a material part of this Resolution.

SECTION 2. The Oversight Board hereby approves the ROPS 17-18, including the FY 17-18 Administrative Budget included therewith, submitted herewith as Exhibit No. 1 and incorporated by this reference; provided however, that the ROPS 17-18 is approved subject to the condition that such ROPS is to be submitted to, and reviewed by, the DOF, all under the Dissolution Law. Further, the Director of Administrative Services, and/or her authorized designees, in consultation with legal counsel, shall be authorized to request and complete meet and confer session(s), if any, with the DOF and to make augmentations, modifications, additions or revisions as may be necessary or directed by DOF, and changes, if any, will be reported back to the Successor Agency and the Oversight Board.

SECTION 3. The Oversight Board hereby authorizes transmittal of the ROPS 17-18 to the DOF with copies to the County Administrative Officer, the County Auditor-Controller, and the State Controller’s Office.

SECTION 4. The Director of Administrative Services, and/or her authorized designees, is directed to post this Resolution, including the ROPS 17-18, on the City’s website: (<http://www.cityofsouthgate.org/247/Successor-Agency>), pursuant to the Dissolution Law.

SECTION 5. Pursuant to Section 34179(h), written notice and information about certain actions taken by the Oversight Board shall be provided to the DOF by electronic means and in a manner of DOF’s choosing. An Oversight Board’s action shall become effective five (5) business days after notice in the manner specified by the DOF unless the DOF requests a review; provided however, that pursuant to Section 34177(o) as to each ROPS submitted, the DOF shall make its determination of the enforceable obligations and the amounts and funding sources of the enforceable obligations thereon no later than 45 days after submittal.

SECTION 6. The Recording Secretary of the Oversight Board shall certify to the adoption of this Resolution which shall be effective upon its adoption.

PASSED, APPROVED and ADOPTED this 30th day of January 2017.

W.H. (Bill) De Witt, Chair
Oversight Board of the Successor Agency to the
Community Development Commission of the
City of South Gate

ATTEST:

Carmen Avalos, Recording Secretary
Oversight Board of the Successor Agency to the
Community Development Commission of the
City of South Gate

(SEAL)

APPROVED AS TO FORM:

Celeste S. Brady, Special Counsel
Oversight Board of the Successor Agency to the
Community Development Commission of the
City of South Gate

Recognized Obligation Payment Schedule (ROPS 17-18) - Summary
 Filed for the July 1, 2017 through June 30, 2018 Period

Successor Agency: South Gate
 County: Los Angeles

	17-18A Total (July - December)	17-18B Total (January - June)	ROPS 17-18 Total
A Enforceable Obligations Funded as Follows (B+C+D):	\$ 1,507,500	\$ -	\$ 1,507,500
B Bond Proceeds	-	-	-
C Reserve Balance	1,507,500	-	1,507,500
D Other Funds	-	-	-
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G):	\$ 2,852,051	\$ 3,563,275	\$ 6,415,326
F RPTTF	2,727,051	3,438,275	6,165,326
G Administrative RPTTF	125,000	125,000	250,000
H Current Period Enforceable Obligations (A+E):	\$ 4,359,551	\$ 3,563,275	\$ 7,922,826

Certification of Oversight Board Chairman:
 Pursuant to Section 34177 (g) of the Health and Safety code, I hereby
 certify that the above is a true and accurate Recognized Obligation
 Payment Schedule for the above named successor agency.

 Name Title
 /s/ _____
 Signature Date

South Gate Recognized Obligation Payment Schedule (ROPS 17-18) - Report of Cash Balances
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation. For tips on how to complete the Report of Cash Balances Form, see [Cash Balance Tips Sheet](#).

A	B										I
	C	D	E	F	G	H	Fund Sources				
							Bond Proceeds		Reserve Balance		
Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS period balances and DDR RPTTF balances retained	Prior ROPS period balances RPTTF distributed as reserve for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	Comments					
Cash Balance Information by ROPS Period											
ROPS 15-16B Actuals (01/01/16 - 06/30/16)											
1	Beginning Available Cash Balance (Actual 01/01/16)										
2		33		21,196	23,239	24,031					
RPTTF amounts should tie to the ROPS 15-16B distribution from the County Auditor-Controller during January 2016											
3	Expenditures for ROPS 15-16B Enforceable Obligations (Actual 06/30/16)										
		33		21,196	23,239	3,305,177					Interest income
4	Retention of Available Cash Balance (Actual 06/30/16)										
RPTTF amount retained should only include the amounts distributed as reserve for future period(s)											
5	ROPS 15-16B RPTTF Balances Remaining										
No entry required											
6	Ending Actual Available Cash Balance										
C to G = (1 + 2 - 3 - 4), H = (1 + 2 - 3 - 4 - 5)											
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

SOUTH GATE SUCCESSOR AGENCY ADMINISTRATIVE BUDGET COVERING JULY 1, 2017 TO JUNE 30, 2018

ESTIMATED ANNUAL ADMINISTRATIVE EXPENSES

	Costs	Funding Source
External Consultants		
Attorney Costs	\$ 50,000	RPTTF Administrative Allowance
Consultant Costs	\$ 35,000	RPTTF Administrative Allowance
Auditor Fees	\$ 15,000	RPTTF Administrative Allowance
	<u>\$ 100,000</u>	
Successor Agency Expenses		
Successor Agency rent and utilities	\$ 5,000	RPTTF Administrative Allowance
Successor Agency supplies	\$ 500	RPTTF Administrative Allowance
Successor Agency equipment	\$ 500	RPTTF Administrative Allowance
Administrative Expenses	\$ 130,000	RPTTF Administrative Allowance
Risk management/insurance	\$ 7,000	RPTTF Administrative Allowance
Property maintenance (prior to transfer/sale)	\$ 1,500	RPTTF Administrative Allowance
	<u>\$ 144,500</u>	
Oversight Board Expenses		
Staff Time	\$ 5,000	RPTTF Administrative Allowance
Materials	\$ 500	RPTTF Administrative Allowance
	<u>\$ 5,500</u>	
Estimated Annual Total	<u>\$ 250,000</u>	

ESTIMATED ADMINISTRATIVE EXPENSES FOR 6-MONTH PERIOD

\$ 125,000

SUCCESSOR AGENCY RESOLUTION NO. 30

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF SOUTH GATE APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE 17-18 FISCAL PERIOD OF JULY 1, 2017 TO JUNE 30, 2018 INCLUDING THE ADMINISTRATIVE BUDGET INCLUDED THEREWITH, SUBJECT TO SUBMITTAL TO, AND REVIEW BY, THE OVERSIGHT BOARD AND THE STATE DEPARTMENT OF FINANCE UNDER THE DISSOLUTION LAW, CALIFORNIA HEALTH AND SAFETY CODE, DIVISION 24, PART 1.85, AS AMENDED, AND AUTHORIZING POSTING AND TRANSMITTAL THEREOF

WHEREAS, the Community Development Commission of the City of South Gate (“former Agency”) was a public body, corporate and politic formed, organized, existing and exercising its powers pursuant to Section 34100, *et seq.* of the California Health and Safety Code, and exercised the powers, authority, functions, and jurisdiction of a community redevelopment agency formed, organized, existing and exercising its powers pursuant to the California Community Redevelopment Law, Health and Safety Code, Section 33000, *et seq.*, and specifically formed by the City Council (“City Council”) of the City of South Gate (“City”); and

WHEREAS, Assembly Bill x1 26 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 wind down of the affairs of former agencies, including as such laws were amended by Assembly Bill 1484 and by other subsequent legislation (together, as amended, the “Dissolution Law”); and

WHEREAS, as of February 1, 2012, the former Agency was dissolved under the Dissolution Law, and as a separate public entity, corporate and politic, the Successor Agency to the Community Development Commission of the City of South Gate (“Successor Agency”) administers the enforceable obligations of the former Agency and otherwise unwinds the former Agency’s affairs, all subject to the review and approval by a seven-member oversight board (“Oversight Board”); and

WHEREAS, Section 34179 provides that the Oversight Board has fiduciary responsibilities to holders of enforceable obligations and the taxing entities that benefit from distributions of property tax and other revenues pursuant to Section 34188 of Part 1.85 of the Dissolution Law; and

WHEREAS, Sections 34177(m), 34177(o) and 34179 provide that each ROPS is submitted to, reviewed and approved by the Successor Agency and then reviewed and approved by the Oversight Board before final review and approval by the State Department of Finance (“DOF”); and

WHEREAS, Section 34177(o) of the Dissolution Law requires that the annual ROPS for the 17-18 fiscal period of July 1, 2017 to June 30, 2018 (“ROPS 17-18”) be submitted to the DOF by the Successor Agency, after approval by the Oversight Board, no later than February 1, 2017; and

WHEREAS, under Sections 34179.6 and 34177(k)(2)(B) of the Dissolution Law, the Successor Agency is required to submit a copy of the draft ROPS 17-18 to the County Administrative Officer (“CAO”), the County Auditor-Controller (“CAC”), the State Controller’s Office (“SCO”) and the DOF at the same time that the Successor Agency submits such draft ROPS to the Oversight Board for review; and

WHEREAS, the Successor Agency has reviewed the draft ROPS 17-18 and desires to approve the ROPS 17-18, including the FY 17-18 Administrative Budget included therewith, and to authorize the Successor Agency to transmit such ROPS to the Oversight Board; and

WHEREAS, the Successor Agency shall post the ROPS 17-18 on the City's website: (<http://www.cityofsouthgate.org/247/Successor-Agency>);

NOW, THEREFORE, THE SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF SOUTH GATE DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The foregoing recitals are hereby incorporated into this Resolution by this reference, and constitute a material part of this Resolution.

SECTION 2. The Successor Agency hereby approves the ROPS 17-18 submitted herewith as Exhibit No. 1 and incorporated by this reference, including the FY 17-18 Administrative Budget included therewith; provided however, that the ROPS 17-18 is approved subject to the condition that such ROPS 17-18 be transmitted to the Oversight Board for review and approval and a copy of such draft ROPS 17-18 also concurrently be sent to the CAO, CAC, SCO, and DOF, all under the Dissolution Law. Further, the Director of Administrative Services and/or her authorized designee(s), in consultation with legal counsel, shall be authorized to request and complete meet and confer session(s), if any, with the DOF and authorized to make augmentations, modifications, additions or revisions as may be necessary or directed by DOF, and changes, if any, will be reported back to the Successor Agency and the Oversight Board.

SECTION 3. After approval by the Oversight Board, the Successor Agency hereby authorizes transmittal of the ROPS 17-18 again to the CAC, SCO and DOF.

SECTION 4. The Director of Administrative Services, and/or her authorized designee, is hereby directed to post this Resolution, including the ROPS 17-18, on the City's website (<http://www.cityofsouthgate.org/247/Successor-Agency>) pursuant to the Dissolution Law.

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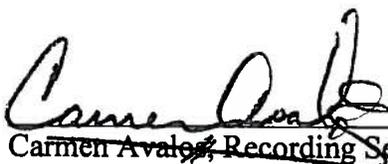
SECTION 5. The Recording Secretary of the Successor Agency shall certify to the adoption of this Resolution which shall be effective upon its adoption.

PASSED, APPROVED and ADOPTED this 24th day of January 2017.



W.H. (Bill) De Witt, Chair
Successor Agency to the Community Development
Commission of the City of South Gate

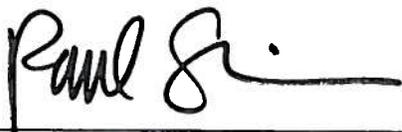
ATTEST:



Carmen Avalos, Recording Secretary
Successor Agency to the Community Development
Commission of the City of South Gate

(SEAL)

APPROVED AS TO FORM:



Raul F. Salinas, General Counsel
Successor Agency to the Community Development
Commission of the City of South Gate

Recognized Obligation Payment Schedule (ROPS 17-18) - Summary

Filed for the July 1, 2017 through June 30, 2018 Period

Successor Agency: _____
 County: _____

South Gate
 Los Angeles

	17-18A Total (July - December)	17-18B Total (January - June)	ROPS 17-18 Total
A Enforceable Obligations Funded as Follows (B+C+D):	\$ 1,507,500	\$ -	\$ 1,507,500
B Bond Proceeds	-	-	-
C Reserve Balance	1,507,500	-	1,507,500
D Other Funds	-	-	-
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G):	\$ 2,852,061	\$ 3,563,275	\$ 6,415,326
F RPTTF	2,727,051	3,438,275	6,165,326
G Administrative RPTTF	125,000	125,000	250,000
H Current Period Enforceable Obligations (A+E):	\$ 4,359,551	\$ 3,563,275	\$ 7,922,826

Certification of Oversight Board Chairman:
 Pursuant to Section 34177 (c) of the Health and Safety code, I hereby
 certify that the above is a true and accurate Recognized Obligation
 Payment Schedule for the above named successor agency.

 Name Title
 /s/ _____
 Signature Date

South Gate Recognized Obligation Payment Schedule (ROPS 17-18) - Report of Cash Balances
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (L), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation. For tips on how to complete the Report of Cash Balances Form, see Cash Balance Tips Sheet.

A	B	C	D	E	F	G	H	I	Fund Sources				Comments		
									Bond Proceeds		Reserve Balance			Other	RPTTF
									Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS period balances and DDR RPTTF balances retained	Prior ROPS RPTTF distributed as reserve for future period(s)			
Cash Balance Information by ROPS Period															
ROPS 15-16B Actuals (01/01/16 - 06/30/16)															
1	Beginning Available Cash Balance (Actual 01/01/16)		33			21,196	23,239	24,031							
2	Revenue/Income (Actual 06/30/16) RPTTF amounts should tie to the ROPS 15-16B distribution from the County Auditor-Controller during January 2016												Interest income		
3	Expenditures for ROPS 15-16B Enforceable Obligations (Actual 06/30/16)						1,485	3,281,146							
4	Retention of Available Cash Balance (Actual 06/30/16) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)		33			21,196	23,239	3,305,177							
5	ROPS 15-16B RPTTF Balances Remaining														
No entry required															
6	Ending Actual Available Cash Balance C to G = (1 + 2 - 3 - 4), H = (1 + 2 - 3 - 4 - 6)	\$										\$ 1,485	\$		

SOUTH GATE SUCCESSOR AGENCY ADMINISTRATIVE BUDGET COVERING JULY 1, 2017 TO JUNE 30, 2018

ESTIMATED ANNUAL ADMINISTRATIVE EXPENSES

	Costs	Funding Source
External Consultants		
Attorney Costs	\$ 50,000	RPTTF Administrative Allowance
Consultant Costs	\$ 35,000	RPTTF Administrative Allowance
Auditor Fees	\$ 15,000	RPTTF Administrative Allowance
	<u>\$ 100,000</u>	
Successor Agency Expenses		
Successor Agency rent and utilities	\$ 5,000	RPTTF Administrative Allowance
Successor Agency supplies	\$ 500	RPTTF Administrative Allowance
Successor Agency equipment	\$ 500	RPTTF Administrative Allowance
Administrative Expenses	\$ 130,000	RPTTF Administrative Allowance
Risk management/insurance	\$ 7,000	RPTTF Administrative Allowance
Property maintenance (prior to transfer/sale)	\$ 1,500	RPTTF Administrative Allowance
	<u>\$ 144,500</u>	

Oversight Board Expenses

Staff Time	\$ 5,000	RPTTF Administrative Allowance
Materials	\$ 500	RPTTF Administrative Allowance
	<u>\$ 5,500</u>	

Estimated Annual Total

\$ 250,000

ESTIMATED ADMINISTRATIVE EXPENSES FOR 6-MONTH PERIOD

\$ 125,000

City of South Gate
OVERSIGHT BOARD OF THE SUCCESSOR AGENCY
TO THE COMMUNITY DEVELOPMENT COMMISSION
OF THE CITY OF SOUTH GATE

RECEIVED

JAN 25 2017

AGENDA BILL

For the Special Meeting of: January 30, 2017

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

Originating Department: Administrative Services

Department Head:

Jackie Acosta
Jackie Acosta

City Manager:

Michael Flad
Michael Flad

**SUBJECT: PROFESSIONAL SERVICES AGREEMENT WITH TETRA TECH
RELATED TO ENVIRONMENTAL CONDITIONS AT 3500-3506
TWEEDY BOULEVARD, SOUTH GATE**

PURPOSE: To adopt a Resolution approving a Professional Services Agreement with Tetra Tech to conduct environmental services work at 3500-3506 Tweedy Boulevard as required by the Los Angeles Regional Water Quality Control Board (LARWQCB).

RECOMMENDED ACTIONS: Adopt Resolution approving a Professional Services Agreement with Tetra Tech related to environmental conditions at 3500-3506 Tweedy Boulevard, subject to submittal to, and review by, the State Department of Finance under the Dissolution Law, California Health and Safety Code, Division 24, Part 1.85, as amended, and authorizing the posting and transmittal thereof.

FISCAL IMPACT: Funding for this environmental services work is requested and listed on Line 26 of ROPS 17-18., The Oversight Board approved this remediation work with another environmental services company as an enforceable obligation in ROPS 16-17 by Resolution 2016-01 on February 1, 2016; the DOF approved ROPS 16-17 without any changes to item No. 26 on April 13, 2016. Any remaining balance is available for the services to be provided by Tetra Tech after the contract commencement date of May 1, 2017, and additional funding is listed and requested also on ROPS 17-18, line item No. 26, in the amount of \$343,290.

ANALYSIS: It is necessary for the Oversight Board to take the recommended action at this time in order for the Successor Agency to contract with Tetra Tech to perform the required Scope of Work.

BACKGROUND: The purpose of the Agreement is to complete a Scope of Work required for the remediation of environmental conditions and clearance by the Los Angeles Regional Water Quality Control Board (LARWQCB) on real property located at 3500-3506 Tweedy Boulevard (Property). Successor Agency staff solicited proposals for the work and Tetra Tech's proposal is recommended as set forth in the Agreement.

Under Health and Safety Code Section 25296.10, the Successor Agency is required to take corrective action (i.e., Preliminary Site Assessment, Soil and Water Investigation, Corrective Action Plan Implementation, and Verification Monitoring) to ensure protection of human health, safety and the environment. Corrective action requirements are set forth in California Code of Regulations (CCR), Title 23, Chapter 16, Sections 2720 through 2727.

The Property is a former Target of California/Lazar gasoline station and a former Texaco station. The Property formerly contained three gasoline underground storage tanks (USTs), one diesel UST, two waste oil tanks, and three fuel dispensers, which were removed in September 1996. A department store occupied the eastern portion of the Property (3500-3506 Tweedy Boulevard). In December 1996, the County of Los Angeles Department of Public Works referred the case to the LARWQCB for additional soil and groundwater investigation. In 2000, the Property was developed into a strip mall that is currently occupied by several commercial properties and restaurants.

Proposed Scope of Work

Based on continued evaluation and the communications with the LARWQCB, the Successor Agency staff solicited proposals from several environmental services companies to continue and complete the remediation work and obtain clearance from the LARWQCB. Staff recommends selection of Tetra Tech's proposal for professional environmental services commencing on May 1, 2017, and during the following ROPS fiscal period of July 1, 2017 to June 30, 2018, based on anticipated funding by ROPS distributions.

Tetra Tech will begin work on May 1, 2017, and the contract with the previous environmental consultant will be terminated on June 30, 2017. This overlap will ensure a smooth transition between the consultants. Tetra Tech will focus on obtaining clearance as quickly as possible from the LARWQCB without any further remediation. After some initial soil sampling, Tetra Tech will prepare a Path to Closure Document that will present the steps needed to reach case closure. Tetra Tech hopes to complete all work on the Property by the end of Fiscal Year 2019-20.

Tetra Tech has proposed a base fee of \$80,025 for the 2017-18 Fiscal Year. However, they have also estimated a contingency of \$136,720 for the same period. While environmental monitoring work was done on the Property in the past, it has only recently commenced again. Therefore, it is difficult to know how much must be done to prepare the Property for monitoring and sampling, hence the contingency fee. Successor Agency staff felt it prudent to include the contingency so that monitoring can run smoothly in the 2017-18 Fiscal Year with no stoppage due to funding shortages. If the funding is not needed, it will be used to offset future Redevelopment Property Tax Trust Fund (RPTTF) distributions for the Successor Agency.

The full proposal and Scope of Work is included as an attachment to the Agreement. As and if necessary, additional funding and services will be presented to the Successor Agency and Oversight Board for future ROPS periods.

ATTACHMENT:

Proposed Resolution approving Professional Services Agreement (including Agreement)

OVERSIGHT BOARD RESOLUTION NO. 17-__

CITY OF SOUTH GATE
LOS ANGELES COUNTY, CALIFORNIA

A RESOLUTION OF THE OVERSIGHT BOARD TO THE SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF SOUTH GATE APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH TETRA TECH RELATED TO ENVIRONMENTAL CONDITIONS AT 3500-3506 TWEEDY BOULEVARD, SUBJECT TO SUBMITTAL TO, AND REVIEW BY, THE STATE DEPARTMENT OF FINANCE UNDER THE DISSOLUTION LAW, CALIFORNIA HEALTH AND SAFETY CODE, DIVISION 24, PART 1.85, AS AMENDED, AND AUTHORIZING THE POSTING AND TRANSMITTAL THEREOF

WHEREAS, the Community Development Commission of the City of South Gate (“Former Agency”) was a public body, corporate and politic, formed, organized, existing and exercising its powers pursuant to Section 34100, *et seq.* of the California Health and Safety Code, and exercised the powers, authority, functions, and jurisdiction of a community redevelopment agency formed, organized, existing and exercising its powers pursuant to the California Community Redevelopment Law, Health and Safety Code, Section 33000, *et seq.*, and specifically formed by the City Council (“City Council”) of the City of South Gate (“City”); and

WHEREAS, Assembly Bill x1 26 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 wind down of the affairs of former agencies, including as such laws were amended by Assembly Bill 1484 and by other subsequent legislation (together, as amended, the “Dissolution Law”); and

WHEREAS, as of February 1, 2012, the Former Agency was dissolved pursuant to the Dissolution Law, and as a separate public entity, corporate and politic, the Successor Agency to the Community Development Commission of the City of South Gate (“Successor Agency”) administers the enforceable obligations of the Former Agency and otherwise unwinds the Former Agency’s affairs, all subject to the review by, and approval of, a seven-member oversight board (“Oversight Board”); and

WHEREAS, Section 34179 provides that the Oversight Board has fiduciary responsibilities to holders of enforceable obligations and the taxing entities that benefit from distributions of property tax and other revenues pursuant to Section 34188 of Part 1.85 of the Dissolution Law; and

WHEREAS, under Section 34181, as amended by Senate Bill 107, the Successor Agency prepared and the State Department of Finance (“DOF”) approved its Long Range Property Management Plan (“LRPMP”); and

WHEREAS, one of the properties that the Successor Agency has retained and that will be offered for sale and sold by the Successor Agency at market rate, with the proceeds of the sales to be distributed by the Los Angeles County Auditor-Controller in accordance with the Dissolution Law, is a parcel of real property currently improved and used as a parking lot that is

located at a common address of 3500-3506 Tweedy Boulevard, South Gate, California (“Property”); and

WHEREAS, the Property requires continued environmental services work related to environmental conditions and is the subject of an enforcement action by the Los Angeles Regional Water Quality Control Board (“LARWQCB”): *Directive to Take Corrective Action Re Underground Storage Tank Release at 3500-3506 Tweedy Boulevard, South Gate, California (LARWQCB Case No. R-23710) (“Environmental Services Work”)*; and

WHEREAS, the Successor Agency has solicited proposals for the Environmental Services Work and desires to enter into a Professional Services Agreement (“Agreement” or “PSA”) with Tetra Tech, a California corporation (“Consultant”) to undertake the continued environmental services work at the subject property, but as limited by monies approved by the DOF and allocated to the Successor Agency therefor; and

WHEREAS, the Oversight Board authorizes Successor Agency staff to post this Resolution, including the Agreement, on the City’s website (<http://www.cityofsouthgate.org/247/Successor-Agency>).

NOW, THEREFORE, THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF SOUTH GATE DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The foregoing recitals are hereby incorporated into this Resolution by this reference, and constitute a material part of this Resolution.

SECTION 2. Pursuant to the Dissolution Law, the Oversight Board hereby approves the Agreement for Professional Services with Tetra Tech submitted herewith as Exhibit No. 1.

SECTION 3. The Oversight Board hereby authorizes and directs transmittal of the Agreement to the DOF.

SECTION 4. The Director of Administrative Services, and/or her authorized designee, is hereby directed to post this Resolution, including the Agreement, on the City’s website (<http://www.cityofsouthgate.org/247/Successor-Agency>) pursuant to the Dissolution Law.

SECTION 5. Pursuant to Section 34179(h), written notice and information about certain actions taken by the Oversight Board shall be provided to the DOF by electronic means and in a manner of DOF’s choosing. An Oversight Board’s action shall become effective five (5) business days after notice in the manner specified by the DOF, unless the DOF requests a review.

[Remainder of page left blank intentionally]

SECTION 6. The Recording Secretary of the Oversight Board shall certify to the adoption of this Resolution which shall be effective upon its adoption.

PASSED, APPROVED and ADOPTED this 30th day of January 2017.

W.H. (Bill) De Witt, Chair
Oversight Board of the Successor Agency to the
Community Development Commission of the
City of South Gate

ATTEST:

Carmen Avalos, Recording Secretary
Oversight Board of the Successor Agency to the
Community Development Commission of the
City of South Gate

(SEAL)

APPROVED AS TO FORM:

Celeste S. Brady, Special Counsel
Oversight Board of the Successor Agency to the
Community Development Commission of the
City of South Gate

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT
COMMISSION OF THE CITY OF SOUTH GATE
AND TETRA TECH FOR REMEDIATION ACTIVITIES
AT 3500-3506 TWEEDY BOULEVARD IN THE CITY OF SOUTH GATE**

This **AGREEMENT FOR PROFESSIONAL SERVICES** (“Agreement”) is made and entered into by and between the **SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF SOUTH GATE**, a public body (“Successor Agency”) and **TETRA TECH**, a California corporation (“Consultant”). Each of the Successor Agency and Consultant are a “Party” and together referred to as the “Parties”.

RECITALS

- A.** Successor Agency is a separate public body that exists under Parts 1.8 and 1.85, Division 24, Section 34160 and 34170, *et seq.*, respectively, of the California Health and Safety Code (“Dissolution Law”), in particular as set forth in Section 34173(g) thereof.
- B.** Successor Agency does not have the personnel able and/or available to perform the professional services required under this Agreement.
- C.** Successor Agency desires to contract out for professional environmental, remediation consulting services to be provided by Tetra Tech as Consultant hereunder.
- D.** Consultant warrants to Successor Agency that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.
- E.** Successor Agency desires to contract with Consultant to perform the services described in Attachment No. 1 to this Agreement, in phases as and when funding therefor is approved by the State of California, Department of Finance (“DOF”) through the Recognized Obligation Payment Schedule (“ROPS”) process under the Dissolution Law.
- F.** The Successor Agency requested funding on ROPS 16-17, specifically ROPS line item No. 26, which was approved by the DOF in April 2016 to pay for eligible costs incurred during the current Fiscal Year 16-17 (July 1, 2016 to June 30, 2017) relating to remediation work at the subject Property as described herein.
- G.** The Successor Agency had previously entered into a professional services agreement with a different environmental services consultant; however, the Successor Agency solicited and has received two proposals for a scope of work related to the remediation services at the subject Property described in the following recitals.
- H.** The environmental remediation services under this Agreement relate to that certain real property that is currently improved as parking lot and located at a common address of 3500-3506 Tweedy Boulevard, South Gate, California (“Property”).

I. Tetra Tech's proposal to the Successor Agency for the professional environmental services has been reviewed by staff and staff recommends that Tetra Tech enter into this Agreement to carry out the work described herein starting on May 1, 2017, a portion of which can be funded by the Successor Agency with the monies approved by the DOF under ROPS 16-17 for the Successor Agency to cause the subject remediation work.

J. The other professional services agreement will be terminated by the Successor Agency at the close of the 2016-17 Fiscal Year.

K. In addition to the funding already approved by the DOF and received by the Successor Agency to be expended during the ROPS 16-17B fiscal period (line item No. 26), which shall be available for payments due under this Agreement, the Successor Agency has requested additional funding on ROPS 17-18 (also listed as item No. 26), which ROPS is to be submitted with this Agreement by February 1, 2017 for concurrent review and approval by the DOF.

L. If funding of line item No. 26 is approved by the DOF, the monies will be expended to pay for eligible costs incurred during the upcoming 17-18 fiscal period (July 1, 2017 to June 30, 2018), which is part of the total estimated costs of for Consultant to undertake and complete the environmental remediation of the Property.

M. The Scope of Work, Attachment No. 1 (together, "Services") for ROPS 17-18 through the 2019-20 Fiscal Year is attached to this Agreement and fully incorporated by this reference, and Consultant will more fully detail and itemize each phase of the Scope of Work as, if and when the DOF approves funding therefor through the ROPS process and under this Agreement, and approves, and continued to approve, listing of this Agreement and costs therefor as an enforceable obligation in implementation of ROPS line item No. 26.

NOW, THEREFORE, Successor Agency and Consultant agree as follows:

1.0 SCOPE OF CONSULTANT'S SERVICES. Consultant agrees to provide the services and perform the tasks set forth in the Scope of Work, Attachment No. 1 ("Services"). The Scope of Work and estimated costs therefor may be amended from time to time by the Executive Director of the Successor Agency and in this regard the Executive Director is hereby authorized to enter into one or more modifications or amendments to this Agreement consistent with a continued and progressive Scope of Work subject to and for which DOF reviews and approves funding in successive fiscal year(s) through the ROPS process.

2.0 TERM OF AGREEMENT. This Agreement will become effective after all of the following occur: (a) approval by the Successor Agency; (b) review and approval by the Oversight Board to the Successor Agency; and, (c) review and approval by the DOF, all under the Dissolution Law. The "Term" of this Agreement is for the period commencing on May 1, 2017, and ending on June 30, 2018, with such Term subject to one or more one-year extension(s) for one or more subsequent fiscal years, which shall coincide with a modified Scope of Work as described in Section 1.0 above and for which the DOF has reviewed and approved funding in each successive fiscal year(s) that the Successor Agency continues to own the subject Property and for which continued remediation work is required to continue, including work ordered or

otherwise directed by the Los Angeles Regional Water Quality Control Board (“LARWQCB”) or other governmental agency with jurisdiction over the Property, but in no event shall the Term of the Agreement exceed a total of five (5) years, unless otherwise expressly extended and agreed to by both Parties or terminated by either Party as provided herein.

3.0 SUCCESSOR AGENCY AGENT. The Director of Community Development, for the purposes of this Agreement, is the contact person agent for Successor Agency in the performance hereof; provided however, as to modifications to the Scope of Work as described in Section 1.0 and the extension(s) to the Agreement described in Section 2.0 such modification(s) and extension(s) shall occur only with the written approval of the Executive Director of the Successor Agency (or in his discretion as submitted to and approved by the Successor Agency board). Otherwise, when other approval or authorization is required, Consultant understands that the Director of Community Development has the authority to provide that approval or authorization.

4.0 COMPENSATION FOR SERVICES. Successor Agency shall pay Consultant for its professional services rendered and costs incurred under this Agreement in accordance with Consultant’s fees and costs schedule included in the Proposal, but expressly subject to and limited by the funding approved by the DOF and allocated to the Successor Agency through the ROPS process and for work completed in compliance with the Agreement. In this regard, Consultant acknowledges and agrees that under the Dissolution Law, Successor Agency has no other source of funding and is otherwise prohibited from expending monies for DOF-approved enforceable obligations and costs incurred thereunder. This Agreement is intended to be an enforceable obligation, but unless and until the DOF approves this Agreement as such the Successor Agency makes no representation or commitment regarding the validity of this contract or the compensation to Consultant by the Successor Agency for the Services rendered hereunder. No additional compensation shall be paid for any other expenses incurred unless first approved by the Director of Community Development, and subject to the authority under the Dissolution Law.

4.1 Consultant shall submit to Successor Agency a bill for Services according to funding availability and the project schedule provided by Consultant. Successor Agency shall pay Consultant for services undertaken and completed as detailed in such bill/invoice within thirty (30) days of receipt of a complete invoice, subject to available DOF-approved and allocated funding.

4.2 No payment made by Successor Agency to Consultant, other than the final payment, shall be construed as an acceptance by Successor Agency of any work or materials, or as evidence of satisfactory performance by Consultant of its obligations under this Agreement.

4.3 Consultant agrees that it will not bill Successor Agency for travel time to and from South Gate while performing Services under this Agreement, including any additional services, if any, requested which fall outside of the Proposal and are otherwise approved as part of a Successor Agency enforceable obligation approved by the DOF under the Dissolution Law.

5.0 CONFLICT OF INTEREST. Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located in the City of South

Gate ("City") that may be affected by the Services to be performed by Consultant under this Agreement. Consultant further represents that in performance of this Agreement, no person having such interest shall be employed by it.

5.1 Consultant represents that no City (or Successor Agency) employee or official has a material financial interest in Consultant's business. During the term of this Agreement and/or as a result of being awarded this contract, Consultant shall not offer, encourage or accept any financial interest in Consultant's business by any City (or Successor Agency) employee or official.

6.0 GENERAL TERMS AND CONDITIONS.

6.1 Termination by Successor Agency. Both the Executive Director of the Successor Agency and the Director of Community Development on behalf of the Successor Agency may terminate this Agreement, without cause, by giving the Consultant ten (10) days written notice of such termination and the effective date thereof.

6.2 Termination by Consultant. The Consultant may terminate this Agreement, without cause, by giving the Successor Agency ten (10) days written notice of such termination and the effective date thereof.

6.3 After Termination by a Party. In the event of such termination, all finished or unfinished documents, reports, photographs, films, charts, data, studies, surveys, drawings, models, maps, or other documentation prepared by or in the possession of Consultant under this Agreement shall be returned to Successor Agency. If Successor Agency terminates this Agreement without cause, Consultant shall prepare and shall be entitled to receive compensation pursuant to a close-out bill for Services rendered and fees incurred in conformity with this Agreement through the notice of termination, subject to available DOF-approved and allocated funding. If Consultant terminates this Agreement without cause, Consultant shall be paid only for those Services completed in a manner satisfactory to Successor Agency, which shall not be unreasonably determined.

6.3.1 If Consultant or Successor Agency fail to fulfill in a timely and proper manner its obligations under this Agreement, or if Consultant or Successor Agency violate any of the covenants, promises, or stipulations of this Agreement, Consultant or Successor Agency shall have the right to terminate this Agreement by giving written notice to the other Party of such termination and specifying the effective date of such termination. Consultant shall be entitled to receive compensation in accordance with the terms of this Agreement for any work satisfactorily completed hereunder, subject to available DOF-approved and allocated funding. Notwithstanding the foregoing, Consultants shall not be relieved of liability for damage sustained by virtue of any breach of this Agreement and any payments due under this Agreement may be withheld to off-set anticipated damages.

6.4 Non-Assignability. Consultant shall not assign or transfer any interest in this Agreement without the express prior written consent of Successor Agency.

6.5 Non-Discrimination. Consultant shall not discriminate as to race, creed, gender, color, national origin or sexual orientation in the performance of its services and duties pursuant to this Agreement and will comply with all applicable laws, ordinances and codes of the Federal, State, County and City and other local governments.

6.6 Insurance. Consultant shall submit to Successor Agency certificates indicating compliance with the following minimum insurance requirements no less than one (1) day prior to beginning of performance under this Agreement.

(a) Workers' Compensation Insurance as required by law. Consultant shall require all subcontractors similarly to provide such workers' compensation insurance for their respective employees.

(b) Comprehensive general and automotive liability insurance protecting Consultant in amounts not less than \$1,000,000 for personal injury to any one person, \$1,000,000 for injuries arising out of one occurrence, and \$500,000 for property damages or a combined single limit of \$1,000,000. Each such policy of insurance shall:

(i) Be issued by a financially responsible insurance company or companies admitted or authorized to do business in the State of California or which is approved in writing by the City's risk management department or the City Attorney.

(ii) Name and list as additional insureds the City of South Gate and the Successor Agency and their elected and appointed officials, officers, employees, counsels and agents.

(iii) Specify its acts as primary insurance.

(iv) Contain a clause substantially in the following words:

"It is hereby understood and agreed that this policy shall not be canceled except upon thirty (30) days prior written notice to the City of South Gate and the Successor Agency of such cancellation or material change."

(v) Cover the operations of Consultant pursuant to the terms of this Agreement.

6.7 Indemnification. Consultant agrees to indemnify, defend and hold harmless the City of South Gate and the Successor Agency and their elected and appointed officials, officers, employees, counsels and agents (together, "Indemnitees") for, from and arising or relating in any manner to any and all claims or actions of any kind asserted against any of the Indemnitees arising out of Consultant's (including Consultant's employees, representatives, products and subcontractors) performance, whether negligent or otherwise, under this Agreement, excepting only such claims or actions which may arise out of the sole, active and gross negligence or intentional misconduct of an Indemnitee, or a third party not acting on behalf of, at the direction of, or under the control of Consultant.

6.8 Compliance with Applicable Law. Consultant and Successor Agency shall comply with all applicable laws, ordinances and codes of the Federal, State, County, City and other government agencies with jurisdiction over the Services.

6.9 Independent Contractor. This Agreement is by and between Successor Agency and Consultant and is not intended, nor shall it be construed, to create the relationship of agency, servant, employee, partnership, joint venture or association, as between Successor Agency and Consultant.

6.9.1 Consultant shall be and remain an independent contractor and shall have no power to incur any debt or obligation for or on behalf of Successor Agency (or the City). Neither Successor Agency nor any of the Indemnitees shall have any control over the conduct of Consultant, or any of Consultant's employees, except as herein set forth, and Consultant expressly warrants not to, at any time or in any manner represent that it, or any of its agents, servants or employees are in any manner employees of the City (or Successor Agency), it being distinctly understood that Consultant is and shall at all times remain to Successor Agency a wholly independent contractor and Consultant's obligations to Successor Agency are solely such as are prescribed by this Agreement.

6.10 Copyright. No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of Consultant.

6.11 Legal Construction.

(a) This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California. And, Consultant expressly acknowledges and agrees this Agreement is subject to the Dissolution Law.

(b) This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the Parties participated equally in the drafting of the same, and any rule of construction that a document is to be construed against the drafting Party shall not be applicable to this Agreement.

(c) The articles and sections, captions and headings herein have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

(d) Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

6.12 Counterparts. This Agreement may be executed in counterparts and as so executed shall constitute an Agreement which shall be binding upon all Parties herein.

6.13 Final Payment Acceptance Constitutes Release. The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of Successor Agency (and all Indemnitees) from all claims and liabilities for compensation to Consultant for anything done, furnished or relating to Consultant's work or the Services. Acceptance of payment shall be any negotiation of Successor Agency's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by Successor Agency shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by Successor Agency for any defect or error in the work prepared by Consultant, its employees, sub-consultants and agents.

6.14 Corrections. In addition to the above indemnification obligations, Consultant shall correct, at its expense, all errors in the work which may be disclosed during Successor Agency's review of Consultant's report or plans. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by Successor Agency, and the cost thereof shall be charged to Consultant.

6.15 Files. All files of Consultant pertaining to the Successor Agency and Services provided hereunder shall be and remain the property of Successor Agency. Consultant will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.

6.16 Waiver; Remedies Cumulative. Failure by a Party to insist upon the performance of any of the provisions of this Agreement by the other Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand compliance by such other Party in the future. No waiver by a Party of a default or breach of the other Party shall be effective or binding upon such a Party unless made in writing by such Party, and no such waiver shall be implied from any omissions by a Party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a Party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

6.17 Mitigation of Damages. In all such situations arising out of this Agreement, the Parties shall attempt to avoid and minimize the damages resulting from the conduct of the other Party.

6.18 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

6.19 Attorney's Fees. The Parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the

negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any Party hereto to enforce this Agreement, the prevailing Party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that Party or those Parties may be entitled.

6.20 Entire Agreement. This Agreement constitutes the whole agreement between Successor Agency and Consultant, and neither Party has made any representations to the other except as expressly contained herein. Neither Party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any changes or modifications to this Agreement must be made in writing and appropriately executed by both Successor Agency and Consultant.

6.21 Notices. Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO SUCCESSOR AGENCY: Joe Perez
Director of Community Development
Successor Agency of South Gate
8650 California Avenue
South Gate, CA 90280
(323) 563-9529

TO CONSULTANT: Tetra Tech
Leo M. Rebele, Vice President
West Region Lead – Environmental Services
17885 Von Karman #500
Irvine, CA 92614

6.22 Warranty of Authorized Signatories. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign.

6.23 Consultation with Attorney. Consultant warrants and represents that it has consulted with an attorney or knowingly and voluntarily decided to forgo such a consultation.

[Agreement continues on next page]

6.24 Interpretation against Drafting Party. Successor Agency and Consultant agree that they have cooperated in the review and drafting of this Agreement. Accordingly, in the event of any ambiguity, neither side may claim that the interpretation of the Agreement shall be construed against either Party solely because that Party drafted all or a portion of the Agreement, or the clause at issue.

This Agreement is approved by the Successor Agency on this 24th day of January, 2017, at South Gate, California, but as provided, this Agreement is subject to the review and approval by the Oversight Board and then by the DOF.

SUCCESSOR AGENCY:

W.H. (Bill) De Witt, Chair
Successor Agency to the Community Development
Commission of the City of South Gate

ATTEST:

Carmen Avalos, Recording Secretary
Successor Agency to the Community Development
Commission of the City of South Gate

(SEAL)

APPROVE AS TO FORM:

Raul F. Salinas, General Counsel
Successor Agency to the Community Development
Commission of the City of South Gate

TETRA TECH:

Leo M. Rebele, Vice President



January 5, 2017

Attn: City of South Gate Successor Agency
 Ms. Jane Carlson
 Associate
 c/o RSG, Inc. (Consultant to Successor Agency)
 309 W 4th Street
 Santa Ana CA 92701

Re: **Proposal for Site Assessment, Corrective Action Plan, Verification Monitoring
 Former Target/Lazar Gas Station Site
 3500-06 Tweedy Boulevard
 South Gate, California**

Dear Ms. Carlson:

Tetra Tech, Inc. (Tetra Tech) is pleased to provide the South Gate Community Development Department Successor Agency (Successor Agency) with this proposal to perform the following components set forth in the Los Angeles Regional Water Quality Control Board's (LARWQCB's) Directive:

- 1) Preliminary Site Assessment,
- 2) Soil and Water Investigation,
- 3) Corrective Action Plan Implementation,
- 4) Verification Monitoring, and
- 5) Monthly Progress Reports to the LARWQCB.

It is our understanding that the Successor Agency is required to meet the above requirements set forth by the RWQCB and it seeks a qualified consultant experienced in the above elements such that the Site can be brought to closure as expediently as possible.

Our approach is based on our review of available information posted to the Regional Water Quality Control Board (RWQCB) on-line database, GeoTracker (<http://geotracker.waterboards.ca.gov>). It includes the documents that describe the investigative and remedial efforts to date, including groundwater monitoring and remediation status reports.

We understand that the current consultant is still collecting data to ascertain the current extent of contamination in soil and groundwater. Nevertheless, based on our experience with the sites similar to this and our experience with the LARWQCB, Tetra Tech believes that closure of this former UST release site is possible without conducting further active remediation. Closure of the case under the State's low-threat closure policy allows for closing cases with elevate concentrations in groundwater remain in place as long as they do not pose a threat to human health or the environment.

Tetra Tech is committed to finding the best and most efficient solutions to work toward closure and will remain flexible to address LARWQCB requirements. Tetra Tech's team of professionals and deep bench of environmental and remedial expertise in Southern California will be at your disposal.

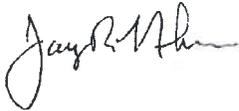
We greatly look forward to the opportunity of working with the City on this project and trust that our proposal meets with your expectations.

Very truly yours,

Tetra Tech, Inc.



Leo M. Rebele
Vice President
West Region Lead – Environmental Services



Jay Neuhaus, PG, QSD
Principal Geologist

Figures:

Figure 1 – Site Location Map

Attachments

Attachment A – 2017 Fee Schedule

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I. LEGAL NAME OF FIRM AND CONTACT

Tetra Tech, Inc., is submitting this proposal under the legal name as follows:

Tetra Tech Inc., located at 17885 Von Karman Avenue, Suite 500, Irvine, CA 92614
Phone Number: (949) 809-5000

The primary contact for this proposal is:

Leo Rebele, Vice President, West Region Lead – Environmental Services
Phone: (949) 809-5042
E-mail: leo.rebele@tetrattech.com

II. TETRA TECH'S BACKGROUND AND EXPERIENCE

Established in 1966, Tetra Tech, Inc. (Tetra Tech) is a full-service, leading multi-disciplinary Architectural and Engineering consulting firm specializing in municipal services, land development, civil engineering, surveying, transportation infrastructure, water resources and environmental engineering. Tech employs over 1,500 professionals in California including hydrogeologists, environmental engineers, environmental scientists and others, all of whom are ready to support the City of South Gate Successor Agency for its contamination assessment and remediation service's needs.

Tetra Tech has worked extensively with public agencies throughout Southern California, including the City of South Gate, for over 40 years on hundreds of contracts and/or task orders. As such, we are familiar with the City and unique challenges associated with complex soil and groundwater contamination projects in the area. Tetra Tech employs a team of highly regarded engineers, geologists, and field support personnel with a well-established reputation supporting environmentally distressed properties and development programs. Tetra Tech also provides value by aggressively identifying and seeking innovative funding sources from federal, state and local sources.

LARWQCB Relationship

Tetra Tech has strong relationships with senior staff at the RWQCB's cleanup program. We have successfully argued for closing sites with significantly elevated concentrations and are experienced with risk-based closure approaches and working with Office of Environmental Health Hazard Assessment to establish both site-specific risk-based cleanup levels and making site closure arguments.

Given the history of the site with regard to potential sources of the contaminants (i.e. imported soil etc.), it is also equally important to have a strong technical team experienced in making science-based arguments to demonstrate when the Site is ready for closure. With regard to a path to site closure, Tetra Tech's approach is to develop aggressive site-specific risk-based cleanup levels for soil and groundwater.

Remediation and Hydrogeological Investigations

Tetra Tech has completed thousands of environmental remediation projects for commercial, industrial, and U.S. government clients with a combined value in excess of \$5B, including many of the most difficult and challenging projects ever addressed by the industry. Tetra Tech's has extensive experience dealing with hazardous materials issues in relation to installation and improvement of transportation infrastructure, underground utilities and water resource management for both city governments and private developers.

Our environmental assessment and remedial expertise includes:

- Direct Hire, Self-Perform Construction and Remediation
- Remedial Design
- Base Realignment and Closure Programs
- Turnkey, Engineering, Procurement, and Construction Solutions
- Remediation Services
- Waste Management and Transportation
- Decontamination, Decommissioning and Demolition Landfill Development, Closure, Caps and Liners
- Groundwater Recovery and Treatment
- Drum Removals
- Thermal Treatment
- Radiological Remediation and Waste Disposal
- Unexploded Ordnance/Explosive Ordnance Disposal

Tetra Tech has worked successfully for the City of Lakewood, City of Lynwood, City of Inglewood, City of Compton, the City of Redondo Beach, the City of Irvine, City of San Luis Obispo, City of Santa Barbara, Santa Barbara County, Ventura County, City of Los Angeles Bureau of Engineering, Bureau of Sanitation, Los Angeles World Airports, Port of Los Angeles and the Department of Water and Power and the Army Corps of Engineers, Los Angeles County Department of Public Works (Waterworks-Sewer Division), the County of Los Angeles Community Development Commission, the Port of Long Beach, the Port of Los Angeles, the State of California Division of the State Architect, the City of Santa Ana, and Departments of Transportation throughout the Western States (specifically Caltrans).

Project Manager's Background

Jay Neuhaus, PG, will serve as Project Manager for this project. Mr. Neuhaus is a Principal Geologist at Tetra Tech. He has 25 years of experience in the environmental industry, including managing site investigations, site characterizations, site remediation implementation including source and secondary source removals, vapor intrusion analysis, and low-threat risk closures. Mr. Neuhaus has managed projects for the Los Angeles County Department of Public Works, the City of Anaheim Redevelopment, the Los Angeles Redevelopment Agency, and the METRO among others. He is currently serving as the project geologist for a complex commingled gasoline plume in Lynwood, California.

Mr. Neuhaus holds a MS, in Geologic Sciences from San Diego State University. He is a California Registered Professional Geologist (#5501) since 1992.

III. PROJECT DESCRIPTIONS AND REFERENCES

PROJECT #1	CITY OF LYNWOOD ON-CALL ENVIRONMENTAL SERVICES		
Client Name:	City of Lynwood	Contract Number:	194-5297
Key Contact Name:	Mr. Bruno Naulls, Lynwood Redevelopment Department	Key Contact Address, Phone Number, and E-mail:	11330 Bullis Road, Lynwood, CA 90262 (310) 603-0220 ext. 253 bnaulls@lynwood.ca.us
Summary of SOW:	Provide as-needed environmental services including site investigation and remediation including site characterization, human health risk assessment, development and implementation of remedial actions, regulatory compliance, site closure plans and reports, preliminary endangerment assessments, remedial feasibility studies, environmental permitting, third-party review of environmental documents, remediation contractor oversight, Phase I and II assessments, regulatory agency coordination and negotiations, treatment system design and construction, and remedial action work plans.		
Relevance to Current Contract:	<ul style="list-style-type: none"> ✓ <i>Familiarity with city procedures under ROPS and DOF</i> ✓ <i>Permitting, compliance, and technical support</i> ✓ <i>LARWQCB Oversight</i> ✓ <i>Environmental technical document review and reporting</i> ✓ <i>Investigation, remedial design and remedial implementation</i> ✓ <i>Low-Threat Closure Approach</i> 		

Summary of Work Performed

As-needed, environmental investigation and remediation support.

Project Services

Tetra Tech staff has provided comprehensive environmental investigation and remediation support for more than a decade to the City of Lynwood. Services have included Phase I and II Environmental Site Assessments, regulatory agency coordination and negotiations, soil, soil-gas, and groundwater investigations, remediation design and implementation, feasibility studies, remedial pilot studies, human health risk assessments, regulatory permitting, geologic and water quality evaluations, public participation support, third-party review of environmental documents, health and safety document preparation, data processing and database preparation, environmental compliance, and litigation support services.

Value Engineering

Application of in-situ and ex-situ remedial technology based on site-specific conditions to assist with reduction of impacted subsurface media.

Obtaining additional funding mechanisms for the City of Lynwood to allow investigation and remediation activities to occur including \$1.5 M through the Emergency, Abandoned, and Recalcitrant (EAR) Program.

Third-party review, strategic planning, litigation support, and cost-recovery services for completed and projected remedial site activities.

Regulatory Involvement

Tetra Tech has worked extensively with environmental oversight and permitting agencies including the CalEPA DTSC, California RWQCB, Los Angeles County departments, SCAQMD, and City of Lynwood engineering, planning, redevelopment, fire, and public works departments.

Project Accomplishments

Successful delivery of project deliverables that meet or exceed regulatory and project objectives including schedules and cost budgets, and reduction of long-term environmental liability.

Project Specific Examples

Northgate Markets – Tetra Tech is spearheading the assessment of, the implementation of remedial actions for, and the redevelopment of a 6-acre brownfield site that included a gas station, a strip mall containing a former dry-cleaning facility, a tire service center, a national moving and self-storage facility, a restaurant, and several contiguous residential properties. The project involved the assessment and remediation of several feet of light non-aqueous phase liquid (LNAPL); the forensic investigation of two LNAPL plumes; the investigation of a "second-occurrence" gasoline release at the private trust-owned gas station; the completion of redevelopment planning in association with the City to develop a mixed-use, residential/commercial transit-oriented development; the evaluation of a plume of chlorinated solvent in groundwater that originated at the former dry-cleaning establishment; the conduct of extensive regulatory negotiations; and the provision of litigation support. Used a Rapid Optical Screening Tool laser-induced fluorescence and membrane interface probe in conjunction with Environmental Visualization System (EVS) modeling to quickly define the lateral and vertical distribution of residual LNAPL and chlorinated solvents at the site. The EVS modeling provides compelling three-dimensional images of plume distribution to demonstrate to regulators that two distinct sources of LNAPL existed within the redevelopment area.

Tetra Tech staff helped secure \$1.5 M in funding for the City of Lynwood through the EAR program and provided litigation support to assist in winning significant funding from the responsible parties through settlements. The additional funding allowed remediation activities to commence and attract potential redevelopers.

Alameda Triangle – Tetra Tech conducted a multi-phase investigation for a 27.4 acre property consisting of six separate property owners with an extensive history of commercial/industrial. Tetra Tech performed the following activities:

- Review of historical site assessments reports
- Phase I and II ESAs including soil gas survey
- Screening and baseline human health risk assessment (HHRA)
- Remedial investigation report
- Feasibility study
- Remedial action plan

During the investigation phase, Tetra Tech staff coordinated access with the various property owners to address data gaps from petroleum hydrocarbons, volatile organic compounds (VOCs), and metal impacts. This allowed Tetra Tech to provide a comprehensive assessment of the potential environmental issues and develop a feasibility study and remedial action plan. Due to Tetra Tech's familiarity with the Site, we are providing third-party oversight of the future remedial work at the property.

PROJECT #2		FORMER ICI PAINT FACILITY, COMMERCE, CA	
Client Name:	Prologis (2015-Present)	Contract Number:	194-5056
Key Contact Name and Telephone Number	Jeffrey A. Zyglar Vice President – Development (formerly at Prologis) 917-435-9865	Key Contact Address	Pier 1, Bay 1 San Francisco, CA 94111
Summary of SOW:	Tetra Tech worked closely with the client and general contractor to effectively and efficiently remediate the Project Site concurrently with the construction of the warehouse, allowing the client to redevelop and lease the building with minimum delays. Tetra Tech achieved a No Further Action Letter on behalf of Prologis from the Los Angeles County Fire Department and LARWQCB in 2016.		
Relevance to Current Contract:	<ul style="list-style-type: none"> ✓ Soil and Groundwater closure ✓ UST Removal ✓ LARWQCB and LA County Fire Dept. Oversight ✓ Human Health Risk Assessment ✓ SVE System Installation 		

Summary of Work Performed

Remediate the Project Site concurrently with the construction of the warehouse, allowing the client to redevelop and lease the building with minimum delays.

Project Services

Historical operations at the Project Site consisted of copper tubing production by Phelps Dodge Copper Products Corporation from 1942 to the mid-1980s, and through the 1990s in a portion of the property. Paint manufacturing operations began in 1985 and continued up to 2008/2009. Six industrial buildings were present at the Site including: the Main Warehouse, which consisted of office space as well as the primary warehouse area; the Auxiliary Building; the Sundries Building; the Paint Manufacturing Building; the Flammable Warehouse; and the Lease Building, which was formerly a maintenance room and resin room. In addition there were several tank farm areas and other features of environmental significance located throughout the Project Site. The remainder of the Site was covered with concrete and asphalt and used for parking. The historical buildings and other site features were demolished/removed in late 2012/early 2013 in preparation of redevelopment activities.

The historical industrial use of the Site resulted in soil and soil vapor contamination above regulatory cleanup limits under a commercial land use scenario. Contaminants requiring remediation included total petroleum hydrocarbons (TPH), metals, and VOCs.

During the period from 1985 through 2015, numerous investigations were performed to adequately characterize the extent of the impacts at the Site and various remedial measures were implemented during this time period to remove the impacts or reduce concentrations to levels below applicable screening levels. Remedial activities included: underground storage tank (UST) removals, various soil excavations, resin and monomer pipeline removal, impacted soil management, and installation/operation of a soil vapor extraction (SVE) system. Remediation activities at the Project Site were overseen by the Los Angeles County Fire Department (LACoFD). The Los Angeles County Department of Public Works (LADPW) was the lead agency for closing out permits for former features (e.g. clarifiers, pits, USTs).

Prologis (formerly KTR Capital Partners) commenced with redevelopment activities in 2012. While previously “known” areas of environmental impact were addressed prior to site redevelopment, many of the environmental issues and soil vapor impacts were addressed concurrently with redevelopment activities, both during site demolition and grading and as part of the building construction. Tetra Tech staff worked with Innovative Construction Solutions, Inc. to address several of the environmental issues discovered during grading activities, including the removal of a 4,200-gallon heavy oil UST discovered in the northern portion of the Project Site. A final closure of the UST file was issued by the LARWQCB on November 17, 2015. The site development activities were completed in 2014, with

the construction of a 615,000 ft² warehouse. In May 2015, Prologis acquired the assets of KTR Capital Partners and is the current property owner.

A SVE system was designed and installed at the Site from 2013 and 2014 while the warehouse was being constructed in coordination with the general contractor. In 2014, Tetra Tech took over the operation and maintenance of the SVE system, which operated for approximately 6 months from July 2014 to January 2015. During this time period an approximate 72 lbs of cumulative mass, primarily carbon tetrachloride, was removed. After completion of a rebound test, the LACoFD required confirmation soil vapor sampling was conducted in April 2015 at numerous locations throughout the warehouse. In accordance with LACoFD direction, Tetra Tech decommissioned and removed the SVE systems from the Site in May 2015 and subsequently abandoned the SVE wells and conveyance piping in December 2015.

Tetra Tech worked closely with the client and general contractor to effectively and efficiently remediate the Project Site concurrently with the construction of the warehouse, allowing the client to redevelop and lease the building with minimum delays. Tetra Tech obtained a **No Further Action Letter** on behalf of Prologis from the LACoFD and the LARWQCB.

PROJECT #3		MIDWAY VILLAGE, SAN DIEGO, CA	
Client Name:	Heritage Group (2015-Present)	Contract Number:	194-5371
Key Contact Name:	Travis Gorzeman Portfolio Manager	Key Contact Address, Phone Number, and E-mail:	610 West Ash Street, Suite 1503 San Diego, California 92101 (D) 619.452.3494 (M) 619.577.3833 (F) 619.819.9919 tgorzeman@theheritagegroup.com
Summary of SOW:	Groundwater monitoring, preparation of a Corrective Action Plan (CAP) addendum, completion of Waste Discharge Requirements Application, preparation of a Vapor Mitigation Plan.		
Relevance to Current Contract:	<ul style="list-style-type: none"> ✓ <i>Unique Horizontal and Vertical Injection Well Design and Installation</i> ✓ <i>Groundwater Remediation – PersulfOx™ Injections</i> ✓ <i>Human Health Risk Assessment</i> ✓ <i>Vapor Mitigation Plan</i> ✓ <i>Sub-Slab and Indoor Air Sampling</i> ✓ <i>RWQCB Interface</i> ✓ <i>Remediation Efforts Implemented at Operating Shopping Center</i> 		

Summary of Work Performed

Groundwater monitoring, preparation of a Corrective Action Plan (CAP) addendum, completion of Waste Discharge Requirements Application, preparation of a Vapor Mitigation Plan.

Project Services

A gasoline service station reportedly operated at the Project Site from the 1940's through 1984, utilizing four underground storage tanks (USTs) consisting of two 2,000-gallon USTs and two 4,000-gallon USTs. The USTs were removed in June 1984 and soil excavation was conducted during the tank removal to remove impacted soil. Additional environmental assessments, conducted since 1993, revealed impacts to groundwater including the presence of free product in on-site groundwater monitoring wells. Free product removal activities commenced in 1996. As such, the groundwater at the Site has been impacted with the following contaminants of concern: total petroleum hydrocarbons-gasoline range (TPH-g), benzene, toluene, ethylbenzene, xylenes, di-isopropyl ether, methyl tert-butyl ether (MTBE), and tert-butyl alcohol. Remediation activities at the Project Site are overseen by the SDRWQCB.

Beginning in October 2014, Tetra Tech staff implemented the proposed in-situ groundwater remediation program pursuant to the San Diego Regional Water Quality Control Board (SDRWQCB)-approved Amended CAP. To remediate the existing contaminants at the Project Site, Tetra Tech CES designed and Tetra Tech BAS installed a permanent injection well layout consisting of 12 horizontal and 11 vertical injection wells in March 2015. From the end of June through the beginning of July, Tetra Tech oversaw the injection of 5,510 pounds of sodium persulfate (PersulfOx™) through several of the injection wells. Performance monitoring of contaminant concentration reductions and general groundwater quality has been completed twice so far in August and November 2015.

Along with the aggressive ISCO chemical remedial injection, Tetra Tech has cost effectively reduced measurable liquid phase hydrocarbon (LPH; free product) levels in monitoring wells via absorbent socks. The absorbent socks were installed in four monitoring wells in March 2015 and in November 2015 only two monitoring wells had measureable free product.

Concurrently during the implementation of the Amended CAP, Tetra Tech prepared and implemented a Vapor Mitigation Plan for the Project Site which includes: conducting sub-slab and indoor air sampling as well as developing and implementing a maintenance program to mitigate the potential for significant vapor intrusion.

Maintenance program tasks completed up to date have included:

1. Immediate vapor survey mobilization to address issues encountered by the client and/or tenants;

2. Utility conduits sealing by a HAZWOPER trained technician with appropriate caulking/sealant to cease odor infiltration; and
3. Installation of the vapor intrusion coating system Retro-Coat® inside one of the tenant suites,
 - a. Retro-Coat® can be applied on top of existing concrete slabs and is impervious to vapor and moisture transmission.

Groundwater monitoring continues to be conducted with a second round of injections planned for the near future. Tetra Tech staff is on-call to address any vapor issues encountered by the client and/or tenants to survey the shopping center and provide the optimal plan for human health protection.

IV. COMPLIANCE DECLARATION

Given the depth and breadth of Tetra Tech's diverse professionals and number of personnel in southern California, Tetra Tech will be able to comply with the requirements of the project. Tetra Tech maintains all required insurance for the work as well as the required certifications for its professional staff assigned to the project. Tetra Tech will comply with applicable local, State and Federal Labor Laws. Tetra Tech has also reviewed the Agreement for Professional Services provided in Attachment 4 of the RFB and is willing to accept the terms.

V. UNDERSTANDING OF APPLICABLE LAWS AND REGULATIONS

Tetra Tech is a large organization with over 16,000 staff and 400 offices throughout the United States and globally. We operate under many environmental and safety regulations and have extensive familiarity and expertise to comply with all applicable regulations that may affect the work, including all those listed in item 8 of the submittal requirements specified in the RFB. For instance we understand the need to comply with OSHA regulations in performing work on hazardous waste sites and have our Certified Industrial Hygienist (CIH) sign off on our site specific health and safety plans. We comply with South Coast Air Quality Management District (AQMD) permitting requirements for demolition work and operating soil vapor extraction equipment. Tetra Tech is prepared to answer specific questions related to this requirement as it relates to the work scope.

VI. BACKGROUND OF SITE

The subject Site is a former Target of California/Lazar gasoline station and a former Texaco station. The Site formerly contained three gasoline USTs, one diesel UST, two waste oil tanks, and three fuel dispensers, which were removed in September 1996. Monitoring and remediation efforts began shortly after. A department store occupied the eastern portion of the site (3506 Tweedy). In December 1996 the County of Los Angeles Department of Public Works referred the case to the Regional Board for additional soil and groundwater investigation. In 2000, the site was developed into a strip mall that is currently occupied by several commercial properties and restaurants.

Soil – Several site investigations conducted between 1996 and 1999 indicated the maximum concentrations of TPH-g up to 50,000 milligrams per kilogram (mg/kg), total recoverable petroleum hydrocarbons (TRPH) up to 5,130 mg/kg benzene up to 377 mg/kg, and ethylbenzene up to 855 mg/kg in the soil.

Groundwater – Reportedly, the site has two onsite monitoring wells (MW-2 and MW-3) and two offsite monitoring wells (MW-5 and MW-6). Two wells (MW-1 and MW-4) could not be located. Groundwater monitoring began in September 1995. Historically, the maximum concentrations of 39,427 micrograms per liter ($\mu\text{g/L}$) TPH-g, 11,492.3 $\mu\text{g/L}$ benzene, and 87 $\mu\text{g/L}$ MTBE were detected in the groundwater. The data from the latest groundwater sampling event (December 1999), indicated the maximum TPH-g concentration up to 17,100 $\mu\text{g/L}$ and benzene up to 7,115.2 $\mu\text{g/L}$. Groundwater samples collected in September 1999 from the abandoned monitoring wells MW-1, MW-3 and MW-4 indicated TPH-g up to 12,062 $\mu\text{g/L}$ and benzene up to 2,895.4 $\mu\text{g/L}$ in the groundwater. Depth to groundwater was measured at approximately 29 feet below ground surface (bgs) and groundwater flow direction was toward the northwest.

Remediation – Between May and December 1999, a SVE system operated at the site, removing a total of approximately 16,000 pounds of hydrocarbons. Your consultant, The Reynolds Group planned to continue SVE operation until asymptotic conditions were reached. The City of South Gate was redeveloping the property with the SVE system temporarily operating. During grading activities, five SVE wells (VEVV-1 through VEVV-4 and VESW-1) were destroyed. In July 2000, the SVE system was demobilized and removed from the site.

A LARWQCB letter dated October 14, 2011 required the City of South Gate to continue a semi-annual groundwater monitoring program to determine existing groundwater conditions and to conduct soil boring confirmation sampling to demonstrate that the subsurface soil had been adequately mitigated by the SVE system. In order to verify existing groundwater conditions beneath the site, and to determine if the site meets the State Board's Low Threat UST Case Closure Policy, additional assessment was required and all associated monitoring wells were to be sampled and analyzed. On May 28, 2015, the LARWQCB issued a directive to take corrective action. The letter stated that the City of South Gate Community Development was required to take corrective action (i.e. Preliminary Site Assessment, Soil and Water Investigation, Corrective Action Plan Implementation, and Verification Monitoring).

Additionally, the Letter required the City of South Gate to conduct confirmation soil borings at the site to demonstrate that subsurface soil had been properly remediated by the prior SVE system. The borings were to be installed where high levels of soil contamination were previously detected from approximately 5-27 feet bgs (near the former USTs and dispenser islands). Additionally, all existing groundwater monitoring wells were to be sampled and reports generated for two semiannual report periods. Groundwater samples were to be sampled for TPH-g, BTEX, and fuel oxygenates (including ethanol). It is our understanding that the Reynolds Group will be performing the soil borings (5 to 50-feet bgs), two semiannual rounds of groundwater monitoring for 2016, and associated reporting in 2016.

Geological and Hydrogeological Setting

The Site is located within the Coastal Plain, which is situated in the northwest corner of the Peninsular Range geomorphic province. The Peninsular Range geomorphic province extends south from Santa Monica to the tip of Baja California. This geomorphic province consists of essentially northwest-trending mountain ranges and associated valleys. The Coastal Plain is bounded by the Santa Monica Mountains on the north and west, and the La Merced Hills, Puente Hills, Peralta/Santiago Hills, and San Joaquin Hills to the northeast, east, and south. The Coastal Plain slopes gently from the bordering highlands toward the ocean with seven main stream channels that drain the area. These include the Los Angeles River, Rio Hondo River, San Gabriel River, Coyote Creek, Santa Ana River, Santiago Creek, and San Diego Channel.

Based upon available boring logs, the Site is underlain by a brown fine sand down to approximately 9.4 feet bgs. A distinct clay layer exists from approximately 9.5 to 14 feet in depth (outside of tank backfill areas). From 14 to 20 feet the soil consists of fine sand to sandy silt. From 20 to 27 feet the soil is black silty clay and dense clayey sandy silt. From 25 to 33 feet in depth are interlayered sand, silt, and clay. Groundwater is located at approximately 34 feet bgs and a well to poorly graded sand is present from approximately 34 feet to 42 feet bgs. Below 42 feet is silts and clays down to about 46 feet bgs.

VII. REGULATORY CLOSURE STRATEGY

To date, the work at the Site has been somewhat sporadic and completed without a clear path to regulatory closure. Tetra Tech will utilize the Low Threat Closure Policy under the RWQCB to argue for site closure as soon as it can be demonstrated that it meets the closure criteria under this policy. The primary questions that the RWQCB will need to answer in reviewing a request for closure under the policy include:

- Is the unauthorized release located within the service area of a public water system?
- Does the unauthorized release consist only of petroleum?
- Has the unauthorized ("primary") release from the UST system been stopped?
- Has free product been removed to the maximum extent practicable?
- Has a conceptual site model that assesses the nature, extent, and mobility of the release been developed?
- Has secondary source been removed to the extent practicable?

- Has soil or groundwater been tested for MTBE and results reported in accordance with Health and Safety Code Section 25296.15?
- Does nuisance as defined by Water Code section 13050 exist at the site?
- Are there unique site attributes or site-specific conditions that demonstrably increase the risk associated with residual petroleum constituents?

At this time, the level of contamination remaining in the subsurface is unknown. It is likely that the residual concentrations of petroleum hydrocarbons in groundwater and soil vapor still exceed regulatory action levels. Therefore, additional investigation and groundwater monitoring will probably be required in order to demonstrate stable and declining concentrations. A significant component of achieving closure is to ensure that the cleanup has sufficiently addressed potential health risks to current and future on-site workers and occupants. Therefore risk-based decision-making will likely factor into the development of site-specific cleanup goals, such as through the preparation of a human health risk assessment.

We anticipate that the Site will qualify for regulatory closure within a one year period if the low-threat closure criteria can be demonstrated. Therefore, Tetra Tech's strategy for closure is to develop a complete site conceptual model, which is paramount for helping the RWQCB technical staff understand that the site has been characterized and that the potential exposure pathways are understood. Many years have passed since the last groundwater monitoring event, and it is highly likely that the concentrations in groundwater have decreased further. Additionally, the depth to groundwater at greater than 30 feet bgs reduces the likelihood of a significant vapor intrusion hazard, which further supports the argument for low threat closure.

Another element to our closure strategy is to engage with the RWQCB's project manager on a frequent basis so that they are "vested" in the closure approach and understand that the City is doing its best to move the project along. Period meetings (i.e., semi-annual) involving the RWQCB's project manager, section chief and the Project Team from the City are extremely helpful to ensure that all interests stay aligned and focused on the end goals.

Tetra Tech also recommends exploring potential funding through the State's Site Cleanup Subaccount Program (SCAP). The program allows for entry into a fully funded remediation reimbursement program, which allows the applicant to use its desired environmental consultant. The program is a new program which seeks new projects on an ongoing basis for funding.

VIII. SCOPE OF WORK

Tetra Tech has put together the following scope of work to:

TASK 1: PRELIMINARY SITE ASSESSMENT

Soil Vapor Survey and Site Conceptual Model Update

Tetra Tech recommends a vapor survey to determine vapor concentrations in the subsurface soils.

Task 1a: Work Plan including Health and Safety Plan, Subcontractor Procurement and Scheduling, and Utility Clearance

Work Plan including Health and Safety Plan – Tetra Tech will develop a work plan detailing our remediation-focused investigation sampling plan. The plan will include details on our sampling approach and waste management. A Health and Safety Plan (HASP) will be prepared and included with the work plan. The work plan will be submitted to the Successor Agency and if requested, the plan can be provided for review to the RWQCB. It is the policy of Tetra Tech to prepare a HASP for all sites where hazardous substances (including petroleum hydrocarbons) may be present. The purpose of the HASP is to minimize the likelihood of exposure of Tetra Tech employees to hazardous concentrations of chemicals during field activities, minimize impacts to the environment, provide guidelines for subcontractors, and restrict access by the public. Personal Protective Equipment required

for conducting the field work in the various portions of the Site will be specified in the HASP. It is the responsibility of each subcontractor, to conduct the work in accordance with their company's own HASP, which Tetra Tech will review prior to commencing with field work. Tetra Tech will lead a tailgate safety meeting at the beginning of each field day that must be attended by all on-site staff involved in the investigation.

Subcontractor Procurement and Scheduling – Tetra Tech will procure and schedule the subcontractors to perform the utility clearance, vapor probe installations, soil borings, laboratory analyses, and remediation work. Tetra Tech has a subcontractor approval process to assure that subcontractors meet their stringent insurance and financial status requirements.

Utility Clearance – Tetra Tech will mark the proposed boring locations on the ground at the Site in locations that are accessible. The soil boring locations will be marked with white spray-paint, and Underground Service Alert (USA) will be notified at least 48 hours in advance prior to the drilling and sampling activities to mark utilities on or adjacent to the proposed soil/soil gas boring locations at areas to which USA has access (typically publicly-accessible areas). After utility marking by USA, a Tetra Tech-retained licensed geophysical subcontractor will clear an area of approximately 10 feet around each soil gas and soil boring location for subgrade utilities, using one or more of the following: an electromagnetometer, terrain conductivity, and/or ground penetrating radar.

Task 1b: Soil Vapor Probe Installation and Sampling

Up to 6 soil vapor probes will be completed and sampled at the Site as depicted in Figure 1. Additionally, the existing vapor probes at each existing monitoring well will also be sampled. Soil vapor samples will be collected a depth of 5 feet bgs. Soil gas probe installation and soil gas sampling procedures will be performed in general accordance with the "Active Soil Gas Investigation" guidance document by Department of Toxic Substances (2015). A driller familiar with soil gas probe installation will install the soil gas probes under subcontract to Tetra Tech. In conformance with the guidance, a minimum of 48 hours will be allowed to elapse prior to sampling the vapor borings. A California-certified Environmental Laboratory Accreditation Program laboratory that operates a mobile laboratory will be used to analyze the soil gas samples for VOCs, in accordance using U.S. Environmental Protection Agency (EPA) Method 8260B and for TPH-g in accordance with EPA Method 8015. The laboratory services will be performed under subcontract to Tetra Tech.

Task 1c: Assessment Report and Site Conceptual Model Update

Tetra Tech will prepare a report documenting the results of the soil vapor survey. This report will include comprehensive tabulation of historical available data, vapor plume map figures, a figure with databoxes, geology/hydrogeology sections, geologic cross-sections with chemical data indicated and finally, a site conceptual model (SCM) and data gaps, if any indicated along with conclusions and recommendations. The SCM is critical to demonstrate an understanding of the nature and extent of the contamination at the Site in order to be able to argue for closure under the low threat closure policy. Components of the SCM include:

- The SCM establishes the source and attributes of the release and describes all affected media (i.e. soil, groundwater, soil vapor)
- Describes local geology, hydrogeology
- Describes other physical site characteristics that affect contaminant transport and fate
- Identifies all confirmed and potential receptors (water supply wells, surface water, structures)
- SCM is a guide for investigative design and data collection

Task 1d: Meeting with LARWQCB

Upon development of the SCM following development, Tetra Tech and City representatives will meet with the LARWQCB case manager and section chief to discuss the next steps in the closure process, and to ensure that

the objectives and expectations of the LARWQCB and City are aligned in terms of cleanup pace and funding available through the State.

Task 1e: Path to Closure Document

One of the major concerns with this project is the fact that the documents and site history do not present a clear vision on how to reach a closure. Therefore, Tetra Tech will prepare a Path to Closure document that clearly presents the steps needed to meet the low threat closure criteria. These steps may involve conducting additional targeted investigation, pilot testing of technologies if remediation of soil vapor or groundwater is required by the LARWQCB, performing a HHRA and developing site-specific risk-based cleanup goals.

TASK 2: SOIL AND WATER INVESTIGATION

Task 2a: Soil Investigation

For this task, Tetra Tech will evaluate the results of the recent soil sampling investigation conducted by the current environmental consultant. Based on the data, Tetra Tech will formulate a work plan for additional soil sampling, if necessary. However, since the site has already undergone remediation (i.e., soil vapor extraction), we anticipate that the likelihood of needing further soil delineation is relatively low.

Task 2b: Groundwater Investigation

Tetra Tech proposes to install one additional groundwater monitoring well (MW-7) within the right of way of California Avenue, near the intersection with Tweedy Avenue (Figure 1). The purpose of the well is to monitor the downgradient portion of the gasoline groundwater plume in order to demonstrate stable or declining concentrations, as required under the low threat closure policy. Prior to installing the wells, the proposed locations will be cleared of subsurface utilities by calling USA DigAlert, utilizing a private utility locator, and hand augering to 5 feet bgs. The monitoring well will then be installed using hollow stem auger technology to a total depth of 45 feet bgs and screened from approximately 27 to 42 feet bgs, matching the depth and construction of the existing monitoring wells at the Site. Soil samples will be collected for lithologic logging purposes and waste profiling. The monitoring wells will then undergo well development for use in the semi-annual groundwater sampling program and for use in the injection performance monitoring. The well location will be surveyed by a California-licensed surveyor.

Tetra Tech will perform two rounds of semi-annual groundwater monitoring at the Site (2nd semiannual 2017 and 1st semiannual 2018). The groundwater monitoring wells to be monitored include MW-2, MW-3, MW-5, and MW-6. Groundwater monitoring, consisting of gauging and low-flow sampling, will continue on a bi-annual basis before and after remedial activities. Four monitoring wells will be sampled and analyzed for TPH-g (EPA Method 8015M/LUFT), BTEX and fuel oxygenates (EPA Method 8260).

The groundwater monitoring report will include:

- A summary table containing current concentrations
- A summary table containing all historical data for each well with groundwater depth and well screen intervals
- A regional map depicting site vicinity business and street etc.
- A site plot plan depicting all well locations and groundwater elevations (contoured) with flow gradient and direction.
- An isoconcentration map for TPH-g, benzene, MTBE, and TBA
- A hydrograph
- Conclusions and recommendations

TASK 3: CORRECTIVE ACTION PLAN/LOW THREAT REGULATORY CLOSURE

Tetra Tech believes a corrective action plan may not necessary because there is a likelihood that concentrations of Benzene and TPH have attenuated since the previous sampling in 1999 such that a low threat closure can be considered. Previous groundwater monitoring occurred between the years 1995 and 1999 and indicated that the groundwater plume was not spreading dramatically and in some wells concentrations dropped. Results of the 2016 groundwater monitoring were not available at the time of this writing.

Task 3a: Meeting with RWQCB

Tetra Tech will hold another meeting with the RWQCB to discuss the performance of the ongoing activities, status of any cleanup activities, and how the low threat closure criteria have been achieved. At that time, the project team should be prepared to discuss a schedule for achieving a No Further Action (NFA) status.

Task 3b: Low Threat Closure Request

Tetra Tech will prepare a Closure Report for submittal to the RWQCB requesting closure under the Low Threat Closure Policy.

TASK 4: VERIFICATION MONITORING

As part of the low threat closure policy, verification monitoring of groundwater will be required to demonstrate that the residual concentrations in groundwater will ultimately achieve the LARWQCB anti-degradation cleanup goals. Following the initial two rounds of semi-annual groundwater monitoring, Tetra Tech believes that the monitoring program can be modified to an annual verification monitoring schedule.

TASK 5: MONTHLY PROGRESS REPORTS TO THE LARWCB

Task 5a: Monthly Progress Reports

Tetra Tech will prepare a monthly report of activities performed at the site, problems encountered and upcoming activities. It is our understanding that the reports had not been routinely prepared. Therefore, Tetra Tech will ensure timely submittals of these reports going forward.

Task 5b: GeoTracker Uploads

Documents and data submitted to the RWQCB are uploaded to the online GeoTracker website, as required by California Law. Our GeoTracker uploads include laboratory data in electronic deliverable format, locational data for any new monitoring wells and corresponding site maps, and pdf versions of the final documents. Tetra Tech will ensure that the GeoTracker uploads are conducted on a timely basis.

Task 5c: Meetings with City of South Gate

Tetra Tech will attend meetings with the City of South Gate. We are assuming attending up to six semi-annual meetings to discuss the project status, through the anticipated closure date of June 2020. Costs include a four hour round trip from our office to City Hall, and includes mileage.

IX. PROJECT COSTS AND SCHEDULE

Tetra Tech will conduct the investigation on a time and materials, not to exceed (NTE) fee basis in accordance with our 2017 fee schedule and the Agreement for Professional Consulting Services.

Should additional charges or costs be anticipated beyond the authorized fee, Tetra Tech will notify Successor Agency immediately and request additional authorization well in advance of such funds being required. Tetra Tech understands the process under the Recognized Obligation Payment Schedule (ROPS) and the need to obtain approvals for changes to the scope. The estimated costs on a task-by-task basis, and broken down by 6 month increments as requested in the RFP, are provided below.

PROJECT WORK SCOPE BY TASK	2017	2018	2019	2020		
	Jun-Dec	Jan-Jun	July-Dec	Jan-Jun	Jul-Dec	Jan-Jun
TASK 1: PRELIMINARY SITE ASSESSMENT						
- Soil Vapor Survey and Site Conceptual Model Update						
Task 1a: Subcontractor Work Plan including Health and Safety Plan, Procurement, and Utility Clearance	\$4,497					
Task 1b: Soil Vapor Probe Installation and Sampling	\$8,227					
Task 1c: Assessment Report and Site Conceptual Model Update	\$4,000	\$4,119				
Task 1d: Meeting with LARWQCB	\$2,640					
Task 1e: Path to Closure Document	\$8,856					
TASK 2: SOIL AND WATER INVESTIGATION						
Task 2a: Soil Investigation	\$3,000	\$3,000				
Task 2b: Groundwater Investigation	\$20,000	\$13,788				
TASK 3: CORRECTIVE ACTION PLAN/ LOW THREAT REGULATORY CLOSURE						
Task 3a: Meeting with RWQCB			\$2,699			
Task 3b: Low Threat Closure Request			\$8,717			
TASK 4: VERIFICATION MONITORING						
				\$8,850		\$8,850
TASK 5: MONTHLY PROGRESS REPORTS TO THE LARWCB						
Task 5a: Monthly Progress Reports	\$1,233	\$1,233	\$1,233			
Task 5b: GeoTracker Uploads	\$600	\$600	\$600	\$600		\$600
Task 5c: Meetings with City of South Gate	\$2,116	\$2,116	\$2,116	\$2,116	\$2,116	\$2,116
	\$55,169	\$24,856	\$15,365	\$11,566	\$2,116	\$11,566
			TOTAL FEE	\$120,638		

Notes:

Costs include \$1,150 for mileage and production costs. Mileage is billed at \$0.56 per mile. Copy charges accrue at \$0.08 and \$0.42 for black and white and color copies respectively.

CONTINGENCY COST ESTIMATE FOR POTENTIAL ADDITIONAL TASKS (IF REQUIRED BY RWQCB)

Based on information obtained from RSG, there is the potential for additional investigative work to be required due to the apparent condition of the groundwater monitoring wells reported by the existing consultant. However, Tetra Tech will attempt to recondition the existing monitoring wells in order to save costs. The following contingency budget has been developed to address potential costs associated with additional site closure – related services in the event they are requested by the RWQCB.

PROJECT WORK SCOPE BY TASK	2017		2018		2019		2020
	Jun-Dec	Jan-Jun	July-Dec	Jan-Jun	Jul-Dec	Jan-Jun	
TASK 1: PRELIMINARY SITE ASSESSMENT							
– Soil Vapor Survey and Site Conceptual Model Update							
Well Rehabilitation	\$12,000						
Well Abandonment and Reinstallations	\$32,220						
Surveying of New and Existing Wells	\$4,000						
Soil Vapor Survey		\$15,000					
TASK 2: SOIL AND WATER INVESTIGATION							
Step-out Soil and/or Soil Vapor Investigation		\$25,000		\$25,000	\$10,000		
Additional Groundwater Monitoring Well Installation	\$20,000						
Additional Surveying		\$4,000					
Well Development		\$4,500					
TASK 3: CORRECTIVE ACTION PLAN/ LOW THREAT REGULATORY CLOSURE							
Remedial/Mitigation Technology Feasibility Evaluation			\$20,000				
Human Health Risk Assessment/Risk Based Cleanup Goals		\$15,000					
Well Abandonments							\$ 16,000
TASK 4: VERIFICATION MONITORING							
Groundwater Monitoring (Additional Wells)		\$5,000		\$5,000			\$5,000
TASK 5: MONTHLY PROGRESS REPORTS TO THE LARWCB							
Task 5a: Monthly Progress Reports (Supplement)			\$1,233	\$1,233	\$1,233	\$1,233	\$1,233
	\$68,220	\$68,500	\$21,233	\$31,233	\$11,233	\$22,233	
			TOTAL CONTINGENCY	\$222,652			

SCHEDULE

Tetra Tech is prepared to mobilize immediately upon authorization. Based on our understanding of the funding mechanism currently in place, we anticipate that authorization would not commence until late spring 2017 for a June 2017 project start date. The major anticipated milestones are as follows:

Project Takeover	May 2017
Complete Soil Vapor Survey and Additional Well Installation	July 2017
Path to Closure Document	December 2017
Assessment Report and Site Conceptual Model Update	June 2018
Groundwater Monitoring	Semi-annual Reporting Through 2018
Low Threat Closure Request	December 2018
Verification Monitoring	Completion in 2020

X. ASSUMPTIONS AND LIMITATIONS

- The Work Plan is subject to RWQCB approval; included costs assume one round of revisions based on RWQCB comments;
- Meetings at City or at LARWQCB are budgeted at 4 hours round trip including travel time and meeting time and includes mileage to/from Tetra Tech's office to the meeting location; travel time is 1.5 hours round trip;
- Step-out soil borings or additional investigation activities required by RWQCB would be conducted on a time and materials fee basis;
- Four rounds of groundwater monitoring are included (includes 2 rounds of annual verification monitoring);
- Access to the Site will be provided/arranged by Successor Agency;
- Successor Agency to provide Tetra Tech with maps/plans of known utilities, if available;
- Costs are budgetary estimates and could be lower or higher depending on regulatory requirements;
- Tetra Tech will not be responsible for damage to subsurface utilities not identified by DigAlert, private utility notification service and hand auguring to a depth of 5 feet bgs;
- Successor Agency will be listed as "generator" on manifests for investigation-derived waste;
- Standard laboratory turnaround is assumed;
- Level D Personal Protective Equipment is assumed; and
- Costs are based on regular work hours (Monday through Friday). If field work is to occur on weekends, the subcontractors will charge a premium.

FIGURES

ATTACHMENT A
2017 FEE SCHEDULE

TETRA TECH, INC.
2017 SCHEDULE OF HOURLY RATES

<u>CLASSIFICATION</u>	<u>RATE</u>
ENGINEERS / SCIENTISTS / PLANNERS	
* Eng/Sci/Planner Technician I	\$35.00
* Eng/Sci/Planner Technician II	\$45.00
* Eng/Sci/Planner Technician III	\$53.00
* Eng/Sci/Planner Technician IV	\$63.00
Eng/Sci/Planner Staff I	\$70.00
Eng/Sci/Planner Staff II	\$80.00
Eng/Sci/Planner Staff III	\$90.00
Eng/Sci/Planner Staff IV	\$100.00
Eng/Sci/Planner Staff V	\$110.00
Eng/Sci/Planner Staff VI	\$120.00
Eng/Sci/Planner Staff VII	\$130.00
Eng/Sci/Planner Staff VIII	\$140.00
Eng/Sci/Planner Senior Staff I	\$150.00
Eng/Sci/Planner Senior Staff II	\$160.00
Eng/Sci/Planner Senior Staff III	\$170.00
Eng/Sci/Planner Senior Staff IV	\$180.00
Eng/Sci/Planner Manager I	\$190.00
Eng/Sci/Planner Manager II	\$199.00
Senior Consultant I	\$215.00
Senior Consultant II	\$230.00
Senior Consultant III	\$245.00
GIS / DESIGNERS / DRAFTERS	
* GIS / Design Staff I	\$70.00
* GIS / Design Staff II	\$82.00
* GIS / Design Staff III	\$97.00
* GIS / Design Staff IV	\$110.00
* GIS / Design Staff V	\$120.00
* GIS / Design Staff VI	\$135.00
GIS / Design Manager I	\$150.00
FINANCIAL SUPPORT / PROCUREMENT / ADMINISTRATIVE	
* Project Support Services I	\$63.00
* Project Support Services II	\$72.00
* Project Support Services III	\$86.00
Project Support Services IV	\$97.00
Project Support Services V	\$107.00
Project Support Services VI	\$118.00
Project Support Services VII	\$130.00
Project Support Services VIII	\$142.00
Project Support Services Manager I	\$155.00
Project Support Services Manager II	\$169.00

* Indicates employees who might eligible for premium pay for overtime.

Rates are good through 2016 only and are subject to annual escalation thereafter.

Rates include direct labor, overhead, G&A, and fee.

All other direct costs and subcontract costs will be charged at cost plus 10%.