AGREEMENT

THIS AGREEMENT, dated for purposes of identification only this _____ day of _____________, 2008, is made and entered into by and between the

CITY OF ANAHEIM, a municipal corporation, hereinafter referred to as "ANAHEIM,"

AND

TETRA TECH INC., a Delaware corporation, hereinafter referred to as "CONSULTANT."

WITNESSETH:

WHEREAS, ANAHEIM desires to construct a new 10 MG potable water storage tank at 770 South Nohl Canyon Road in the City of Anaheim (the “Project”); and

WHEREAS, ANAHEIM desires to obtain the services of a consulting firm to provide professional geotechnical engineering consulting, and contract administration services for ANAHEIM'S Public Utilities Department (the “Department”) to complete the Project (collectively, the “Services”); and

WHEREAS, CONSULTANT represents that it is qualified to and has submitted a proposal to provide the Services, the terms of which including compensation are acceptable to ANAHEIM; and

WHEREAS, the public interest, economy, and general welfare will be served by this Agreement.

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

PART I - SERVICES TO BE FURNISHED BY CONSULTANT

A. **Scope of Work.** The purpose of the Project is to provide construction management services for the construction of a 10 MG potable water storage tank at 770 South Nohl Canyon Road in the City of Anaheim. CONSULTANT shall provide the Services as more fully set forth in Exhibit
A hereto: “Scope of Work- Construction Management and Inspections Services for Construction of the 10 MG Nohl Canyon Water Storage Tank/Olive Hills Reservoir Replacement Project”, incorporated herein by this reference. The Services shall also be provided in accordance with the following exhibits hereto: Exhibit B-“Olive Hills Reservoir/Nohl Canyon Water Storage Tank Location Map”; Exhibit C- “Estimated Cost Breakdown of Total Fee”; Exhibit D- “Billing Schedule”; Exhibit E- “Tentative Construction Schedule”; and, Exhibit F- “Project Memorandum (Monitoring Instrumentation)” (collectively, the "Exhibits"), all of which are incorporated herein by this reference.

ANAHEIM specifically reserves the right to modify the Scope of Services and to delete a portion or portions of the Services as determined necessary by ANAHEIM in its sole discretion if any of the Services can be provided by ANAHEIM staff.

B. Representatives of CONSULTANT. Prior to commencing any of the Services, CONSULTANT shall be responsible for assigning the following professional titles with related qualifications to supervise, manage, and direct the Services:

1. Project Manager. CONSULTANT shall assign the following Registered Professional Civil Engineer licensed by the California State Board of Registration for Professional Engineers and Land Surveyors to supervise all engineering work by CONSULTANT pursuant to this Agreement: Tom Epperson.

2. Resident Engineer. CONSULTANT shall assign the following engineer(s) to serve as Resident Engineer(s) and to work at the direction of the Project Manager: Joseph Blum.

3. Licensed Geotechnical Engineer. CONSULTANT shall assign a Geotechnical Engineer licensed or registered, as appropriate, by the California State Board of Registration for Professional Engineers and Land Surveyors to supervise all grading work by CONSULTANT pursuant to this Agreement: John Haertle.

CONSULTANT shall give a minimum of thirty (30) days' advance notice and receive ANAHEIM'S written approval prior to substitution of the representative(s) designated in this section and assigned to the Project, prior to assignment to the Project or during the performance of the
Services under this Agreement. The assigned Project Manager and Resident Engineers shall be located in and from CONSULTANT's Southern California Office.

PART II - SERVICES TO BE FURNISHED BY ANAHEIM

A. Documents. ANAHEIM will, upon request, provide CONSULTANT with copies of existing drawings, maps, and other existing information relevant to the Services to be performed as may be readily available to ANAHEIM.

B. Project Manager. ANAHEIM's Water Engineering Division will assign a Project Manager to coordinate, oversee and approve the Services provided by the CONSULTANT.

C. Research of ANAHEIM Records. ANAHEIM's Water Engineering Division will assist CONSULTANT in researching the Department's record data pertaining to ANAHEIM's facilities.

D. Review of CONSULTANT's Work Product. The Department will review the Services provided by CONSULTANT and comment as appropriate, in ANAHEIM's opinion.

E. Representative of ANAHEIM. The Public Utilities General Manager of ANAHEIM or her designee shall represent ANAHEIM in all matters pertaining to the services to be rendered under this Agreement, including giving any required notices. CONSULTANT shall, in the performance of this Agreement, consult with the Public Utilities General Manager or her designee and other ANAHEIM employees as the Public Utilities General Manager or her designee may direct.

PART III - TERMS OF AGREEMENT

A. Commencement of Work. The Services to be performed pursuant to Part I of this Agreement shall commence upon receipt of a Notice to Proceed from ANAHEIM. Failure to promptly commence work and/or diligently pursue such work to completion may be grounds for termination of services.

All parties recognize that the continuation of this Agreement after the close of any fiscal year of ANAHEIM, which fiscal year ends on June 30 of each year, shall be subject to budget approval providing for or covering such contract items as an expenditure in said budget. ANAHEIM does not represent that said budget item will be actually adopted, said determination being the determination of the City Council at the time of the adoption of the budget herein. No penalty shall
accrue to ANAHEIM in the event this provision shall be exercised. Should termination be accomplished in accordance with this Section, a settlement shall be negotiated by the parties based on items delivered, services provided, monies paid and monies due.

**B. Compensation.** It is understood and agreed between the parties to this Agreement that full and complete payment for all services provided in accordance with this Agreement shall not exceed the sum of Two Million Three Hundred Four Thousand Six Hundred Four Dollars ($2,304,604.00). Compensation shall be as more fully set forth in Exhibits C and D hereto.

**C. Extra Services.** The Public Utilities General Manager is authorized to approve additional expenditures not to exceed 10% of the total compensation to be paid to CONSULTANT pursuant to this Agreement for Extra Services not included in the Scope of Services if the Public Utilities General Manager determines, in her sole discretion, that these additional Services are necessary for the successful completion of the project.

All extra services approved in writing by the Public Utilities General Manager shall be billed at either the rates set forth in Exhibit D or at a fixed price, at ANAHEIM's sole discretion. If billed at a fixed price, CONSULTANT shall provide ANAHEIM with a general description of the extra services to be performed with a proposed price. At such time as the Public Utilities General Manager has approved the extra services, has agreed to a fixed price for the services, and has notified CONSULTANT, in writing, of such approval and agreement, CONSULTANT shall perform the extra services.

Except as specifically provided in Section III hereof, no additional services beyond the scope of this Agreement shall be rendered by CONSULTANT unless previously authorized in writing by the City Council of ANAHEIM.

**D. Accounting Procedures.** CONSULTANT shall submit to ANAHEIM on a monthly basis an accurate accounting of the Services performed by CONSULTANT and a progress report showing the status of completion of the work and related expenditures.
1. The charge for consulting services rendered pursuant to this Agreement will be computed by utilizing CONSULTANT'S billing rates for salary and non-salary expenses directly attributable to the project, in accordance with Exhibit D.

2. CONSULTANT agrees to submit to ANAHEIM on a monthly basis a listing of the actual expenses incurred in each item of work. Said submittal will also include the forecasted cost for each item for the upcoming month.

3. ANAHEIM agrees to pay CONSULTANT for work satisfactorily performed and for approved reasonable expenses incurred during the preceding month within thirty (30) days after receipt of the monthly submittal, as described in the preceding paragraph. In no event will the sum of all monthly payments, including final payment, be greater than the not-to-exceed fee for each item in Part III, Section B of this Agreement.

E. Fiscal Records and Audits. CONSULTANT shall keep a correct and current accounting of payroll costs, travel, subsistence, field and incidental expenses. CONSULTANT shall use recognized accounting methods in preparing such invoices and reports.

ANAHEIM reserves the right to designate a representative(s) to examine any cost, revenue, payment, claim or any other records or procedures related to this Agreement. Any such audit(s) would be done at reasonable times with full cooperation from the CONSULTANT. If CONSULTANT fails to provide supporting documentation for any costs charged ANAHEIM to ANAHEIM's satisfaction, then CONSULTANT agrees to reimburse ANAHEIM for those costs.

The right to audit shall be extended to three (3) years beyond the date of final payment, or longer if required by law. CONSULTANT agrees to retain all necessary records/documentation for the entire length of this audit period. Any required adjustments and/or payments resulting from the audit will be made within 30 days of written notification. CONSULTANT agrees to pay interest for failed payment, accruing monthly from the date of written notification, at a rate of 10% per annum unless the agreement specifies prevailing higher rate. Overcharges in excess of one percent (1%) of that portion of the audited contract will result in required reimbursement by the CONSULTANT for ANAHEIM's actual audit cost. CONSULTANT reserves the right to contest any exception.
F. **Indemnity Provisions.** As respects acts, errors or omissions in the performance of professional services, CONSULTANT agrees to indemnify and hold harmless ANAHEIM, its officials, officers, and employees from and against any and all claims, losses, damages, defense costs, or liability, of any kind or nature, arising directly out of CONSULTANT's (or CONSULTANT's contractors' or subcontractors', if any) negligent acts, errors or omissions in the performance of professional services under this Agreement.

As respects all acts, errors or omissions which do not arise directly out of the performance of professional services, including but not limited to those acts, errors or omissions typically covered by general and automobile liability insurance, CONSULTANT agrees to indemnify, defend (at ANAHEIM's option), and hold harmless ANAHEIM, its officials, officers, employees, agents, and representatives from and against any and all claims, losses, damages, defense costs, or liability, of any kind or nature (collectively referred to hereinafter as "Claims"), arising out of or in connection with CONSULTANT's (or CONSULTANT's contractors' or subcontractors', if any) acts, errors, omissions, or work, relative to this Agreement; except for those Claims which arise out of the sole negligence or wilful misconduct of ANAHEIM.

The obligations set forth in this indemnification provision (i) shall be in effect without regard to whether or not ANAHEIM, CONSULTANT, or any other person maintains, or fails to maintain, insurance coverage, or a self-insurance program, for any such Claims; and (ii) shall survive the termination of this Agreement.

G. **Insurance Requirements.** Without limiting ANAHEIM's right to indemnification, it is agreed that CONSULTANT shall secure, prior to commencing any activities under this Agreement, and maintain, during the term of this Agreement, insurance coverage as follows:

Workers' Compensation Insurance as required by California law and Employers Liability Insurance in an amount not less than $1,000,000 per occurrence.

Commercial General Liability Insurance, including coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products/Completed Operations Liability, and Independent Contractor's Liability, in an amount not less than $1,000,000 per occurrence, $2,000,000 annual aggregate, written on an occurrence form. Such insurance shall be written on a
primary basis, without a self-insured retention, but may include a deductible of not more than $10,000 per occurrence, provided that such deductible is disclosed to ANAHEIM, in writing, at the inception of this Agreement.

Comprehensive Automobile Liability Coverage including—as applicable—owned, non-owned, and hired autos, in an amount not less than $1,000,000 per occurrence, combined single limit, as required by California law.

Professional Liability Insurance in an amount not less than $5,000,000 per occurrence, and CONSULTANT shall maintain such coverage for at least one (1) year from the termination of this Agreement. Such insurance shall be written on a primary basis, without a self-insured retention, but may include a deductible of not more than $10,000 per occurrence, provided that such deductible is disclosed to ANAHEIM, in writing, at the inception of this Agreement.

Each insurance policy required by this Agreement shall contain the following clause or shall otherwise provide for the following conditions:

"This insurance shall not be cancelled, or limited in scope or coverage, until after thirty (30) days prior written notice has been given to the City Clerk, City of Anaheim, 200 S. Anaheim Blvd., Anaheim, CA 92805, except in the event of cancellation for non-payment of premium which shall provide for not less than ten (10) days notice."

Each insurance policy required by this Agreement, excepting policies for Professional Liability and Workers' Compensation, shall contain the following clauses or shall otherwise provide for the following conditions:

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

"The City of Anaheim, its officers, agents, employees, representatives and ANAHEIM-designated volunteers are added as additional insureds as respects the acts, omissions, operations and activities of, or on behalf of, the named insured, in regard to products supplied to, or work or services performed for, or related to, the City of Anaheim."
Prior to commencing any work under this Agreement, CONSULTANT shall deliver to ANAHEIM insurance certificates confirming the existence of the insurance required under this Agreement, and including the applicable clauses referenced above. Also, within thirty (30) days of the execution date of this Agreement, CONSULTANT shall provide ANAHEIM (i) endorsements to the insurance policies which add to these policies the applicable clauses referenced above, or (ii) in lieu of said endorsements, documentation acceptable to ANAHEIM evidencing that the coverage, terms, and conditions set forth in the above-referenced clauses are otherwise included in said insurance policies. Insurance required hereunder shall be placed with insurers (i) admitted to write insurance in California, (ii) possessing an A. M. Best's rating of A VII or higher, or (iii) otherwise acceptable to ANAHEIM, with prior written permission from ANAHEIM. In the event that a claim or other legal action is filed against ANAHEIM, and if ANAHEIM, in its good faith opinion, believes it may have coverage under any of the insurance required herein, then ANAHEIM has the right to demand, and to receive within a reasonable time period, copies of the insurance policies related to such required insurance; provided, however, that this provision shall not apply if the parties agree that CONSULTANT shall fully defend, hold harmless, and indemnify ANAHEIM against any such claim or other legal action.

In addition to other remedies ANAHEIM may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, ANAHEIM may, at its sole option:

A. Order CONSULTANT to stop work under this Agreement and/or withhold any payment(s) which become due to CONSULTANT hereunder until CONSULTANT demonstrates compliance with the requirements hereof;

B. Terminate this Agreement.

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

Nothing herein contained shall be construed as limiting in any way the extent to which CONSULTANT may be held responsible for payments of damages to persons or property resulting
from CONSULTANT's, (or CONSULTANT's contractors/subcontractor, if any) performance of the work covered under this Agreement.

In the event CONSULTANT hires other persons or firms to perform some of the work related to this Agreement, CONSULTANT shall ensure (i) that the acts or omissions of such persons or firms are covered under the above-referenced liability insurance, or (ii) that such firms maintain insurance equal to or better than, and subject to the same limits, terms and conditions as, the insurance required of CONSULTANT under this Agreement (except for firms which are not performing professional services—such firms shall not be required to carry the above-referenced professional liability insurance); and in either instance, CONSULTANT shall provide, or cause to be provided, evidence of such insurance coverage, reasonably acceptable to ANAHEIM.

ANAHEIM's Risk Manager is hereby authorized to reduce the requirements set forth herein in the event he determines that such reduction is in ANAHEIM's best interest.

H. Professional Practices. All consulting services to be provided pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar circumstances in accordance with sound professional practices. CONSULTANT'S engineering services will be furnished in accordance with generally accepted professional engineering practices and principles and under the supervision of professional engineers and/or land surveyors licensed in the State of California.

CONSULTANT assumes responsibility for any and all negligence, errors or omissions that CONSULTANT commits and any and all such negligent acts, errors or omissions committed by a sub-contractor of CONSULTANT in performance of this Agreement.

I. Termination. ANAHEIM may terminate this Agreement with or without cause upon giving CONSULTANT at least thirty (30) days prior written notice. If this Agreement is terminated without cause, CONSULTANT will be paid for costs incurred and actual services satisfactorily performed for ANAHEIM up to and including the date of termination.

In the event of termination, all finished or unfinished documents prepared by CONSULTANT shall become ANAHEIM's property and be promptly submitted to ANAHEIM upon
request. The Public Utilities General Manager or her designee is authorized to terminate the Agreement as stated herein.

J. Suspension, Postponement or Abandonment of Project. If any part of the Project for which the Services have been authorized is postponed, suspended or abandoned for any reason, ANAHEIM shall have the right to suspend or terminate the affected portions(s) of this Agreement. In the event of such suspension or termination, CONSULTANT shall only expend such additional time as is necessary to assemble the work in progress for the purpose of properly filing and closing the job. In no event shall additional time exceed ten percent (10%) of the total time expended on the suspended, postponed or abandoned portion of the Project prior to the date of notice of suspension or termination.

In the event the Services are suspended for longer than six (6) months, CONSULTANT may terminate or renegotiate this Agreement as it applies to the suspended portion of the Project, by giving ANAHEIM at least thirty (30) days' written notice.

K. Breach of Agreement. CONSULTANT shall not be relieved of liability to ANAHEIM for damages sustained by ANAHEIM by virtue of any breach of Agreement by CONSULTANT, and ANAHEIM may withhold any payments to CONSULTANT for the purpose of set-off until such time as the exact amount of damages due ANAHEIM from CONSULTANT is determined. In addition, ANAHEIM may pursue all remedies available under law for breach of this Agreement. The waiver by either party of any breach to this Agreement shall not constitute a waiver as to any succeeding breach.

L. Ownership of Documents. All sketches, documents, drawings, tracings, field survey notes, computations, details, data diskettes, computer software developed or modified specifically pursuant to the Agreement and other materials prepared by CONSULTANT are recognized by ANAHEIM to be instruments of CONSULTANT's Services and shall become the property of ANAHEIM at the time of payment to CONSULTANT for such Services, and CONSULTANT shall promptly deliver them to ANAHEIM at the request of ANAHEIM. CONSULTANT agrees not to use said documents and other materials for any purpose other than the performance of Services required by this Agreement without the prior written authorization of ANAHEIM. Any reuse of
documents by ANAHEIM without verification or adaptation by CONSULTANT for the specific purpose intended will be at the sole risk of ANAHEIM.

When transferring data in electronic media format, CONSULTANT makes no representation as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by CONSULTANT at the beginning of the Project.

Since the data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.

CONSULTANT shall not be responsible to maintain documents stored in electronic media format after acceptance by ANAHEIM. The hard copy of the documents containing the professional engineer's seal shall take precedence over the electronic documents.

Notwithstanding any other provisions of this Agreement, all of CONSULTANT's pre-existing or proprietary computer programs, software, information or materials developed by CONSULTANT outside of this Agreement shall remain the exclusive property of CONSULTANT.

M. Compliance with Laws. In the performance of this Agreement, CONSULTANT shall abide by and conform to (and shall ensure that CONSULTANT's subconsultants, if any, shall abide by and conform to) any and all applicable laws, statutes, safety rules, and practices of the United States, the State of California, the Charter and Ordinances of the City of Anaheim, and any other local laws (hereinafter referred to as "Laws and Practices"). Further, CONSULTANT warrants that all work done under this Agreement shall be in strict compliance with such Laws and Practices, including, but not limited to, Cal/OSHA regulations.

The CONSULTANT shall dispose of all materials used in conjunction with the performance of this Agreement in strict compliance with all local, state and federal environmental and/or waste management rules, regulations, laws, statutes and practices.

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N. Conflict of Interest.

1. CONSULTANT represents that neither it nor any of its officers, partners or employees has a financial interest, as defined in Section 87103 of the Government Code, in the subject matter of this Agreement, other than the right to receive payment from ANAHEIM for the services performed.

2. CONSULTANT agrees that it shall not make, participate in making, nor in any way attempt to use its position as a consultant to influence any decision of ANAHEIM in which CONSULTANT knows or has reason to know that CONSULTANT or any of its officers, partners or employees have a financial interest as defined in Section 87103 of the Government Code.

3. In conformity with the conflict of interest code of ANAHEIM, CONSULTANT or, if CONSULTANT is a firm or corporation, each individual who will be performing work under this Agreement who is otherwise required to do so shall complete, under penalty of perjury, a Statement of Economic Interests (Form 700) and all required attachments and shall provide the originals thereof to the City Clerk of ANAHEIM. Copies of those completed forms and attachments shall be public records of ANAHEIM, to be kept and disclosed at the discretion of ANAHEIM and according to law. CONSULTANT and individuals who will be performing work under this Agreement shall disclose pursuant to the broadest disclosure category in the code except that, in light of the limited scope of duties provided for in this Agreement, certain disclosure categories shall not be required, as set forth in Determination of Executive Director or Executive Officer that the Range of Duties of a Particular Consultant Is Limited in Scope and that Full Compliance with the Disclosure Requirements of the Conflict of Interest Code is Not Required.

PART IV - GENERAL PROVISIONS

A. Notification. Any notice may be served upon ANAHEIM by personal delivery in writing, or by facsimile, confirmed by mail, or by telegram, or by depositing it in a United States mail deposit box with the postage thereon, fully prepaid and addressed to ANAHEIM at the address hereinafter set forth; and in the case of CONSULTANT, may be served upon CONSULTANT by personal delivery in writing, or by facsimile, or by telegram, or by depositing it in a United States
mail deposit box with the postage thereon fully prepaid, and addressed to CONSULTANT at the address hereinafter set forth:

ANAHEIM:  
City of Anaheim  
Attention: City Clerk  
200 S. Anaheim Boulevard  
Anaheim, CA 92805  
Telephone: (714) 765-5166  
Facsimile: (714) 765-4105

WITH A COPY TO:  
City of Anaheim  
Attention: Public Utilities General Manager  
201 South Anaheim Boulevard  
Anaheim, CA 92805  
Telephone: (714) 765-4157  
Facsimile: (714) 765-4138

CONSULTANT:  
Tetra Tech, Inc.  
Attention: Steve Tedesco  
16241 Laguna Canyon Road, Suite 200  
Irvine, CA 92618  
Telephone: (949) 727-7099  
Facsimile: (949) 727-7097

Upon written notice to each party concerned, served by means provided in the above paragraph, either party may change the above addresses.

B. Independent Contractor. The performance of CONSULTANT’s services hereunder shall be in the capacity of an independent contractor and not as an officer, agent, or employee of ANAHEIM. In consideration for the compensation paid to CONSULTANT by ANAHEIM, CONSULTANT agrees that ANAHEIM shall not be liable or responsible for any benefits, including, but not limited to, worker’s compensation, disability, retirement, life, unemployment, health or any other benefits and CONSULTANT agrees that he shall not sue or file a claim, petition or application therefor against ANAHEIM or any of its officers, employees, agents, representatives or sureties.

C. Successors and Assigns. All of the terms, conditions and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, provided, however, that no assignment of the Agreement shall be made without the prior written consent of the parties to the Agreement, which consent shall not be unreasonably withheld.
D. **Laws Governing Construction of Terms.** This Agreement shall be governed by the laws of the State of California. Any legal action concerning or arising out of this Agreement shall be filed in a court of the State of California having jurisdiction of the subject matter, and venue shall be in the County of Orange, State of California.

E. **Service of Process.** CONSULTANT hereby designates the City Clerk of the City of Anaheim as its local agent for service of process in any legal action or proceeding that may arise out of or in connection with this Agreement. ANAHEIM shall transmit to CONSULTANT a copy of any legal process served on said City Clerk on the same date as such service is made, in the manner and to the address set forth above, in Part IV(A), "Notification".

F. **The Entire Agreement.** This writing constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all oral or written representations or written agreements which may have been entered into between the parties. No modification or revision shall be of any force or effect, unless the same is in writing and executed by the parties hereto.

If any provision of this Agreement shall be held invalid, such invalidity shall not affect the other provisions hereof, and to this extent, the provisions of this Agreement are intended to be and shall be deemed severable.

G. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

H. **Headings.** The headings herein set out are for convenience of reference only and shall not be deemed a part of this Agreement.

I. **Effective Date and Authority.** The effective date of this Agreement shall be the latest date of execution hereinafter set forth opposite the names of the signators hereto. In the event CONSULTANT fails to set forth a date of execution opposite the name(s) of CONSULTANT's signator(s), CONSULTANT hereby authorizes ANAHEIM, by and through its representative, to insert the date of execution by CONSULTANT's signator(s) as the date said Agreement, as executed by CONSULTANT, is received by ANAHEIM.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates hereinafter respectively set forth.

CITY OF ANAHEIM, a municipal corporation

By: ____________________________
    Marcie L. Edwards
    Public Utilities General Manager

DATE OF EXECUTION: ____________________________

ATTEST:

By: ____________________________
    City Clerk

"ANAHEIM"

TETRA TECH, INC., a Delaware corporation

By: ____________________________

Printed Name: Steve Tedesco
Title: Senior Vice President

"CONSULTANT"

APPROVED AS TO FORM:

JACK L. WHITE, CITY ATTORNEY
By: ____________________________
    Bryn(M) Morley
    Deputy City Attorney

Dated: ____________________________

69243.1
Exhibit A: Scope of Work
Construction Management and Inspection Services
for the Construction of the 10 Million Gallon
Nohl Canyon Water Storage Tank Project

INTRODUCTION

The City of Anaheim (ANAHEIM or THE CITY) plans to construct the Nohl Canyon Water Storage Tank to replace the existing Olive Hills Reservoir.

Olive Hills Reservoir is located at 570 South Nohl Canyon Road in the City of Anaheim. See Exhibit B - Location Map. The reservoir was a treated water storage facility with a capacity of 185 acre-feet or 60 million gallons (MG). Olive Hills Reservoir was an integral component of THE CITY'S water distribution system. It provided gravity (i.e., elevated) storage for pumped groundwater, assisted in meeting peak demands in areas predominately supplied by wells, provided short-term emergency storage, and served as a forebay for the Olive Hills Pump Station. Water stored in the reservoir was retained by a 140-foot high earth-fill embankment, which is under the jurisdiction of the State Division of Safety of Dam (DSOD), as Dam No. 1037-002. Originally designed as an open surface reservoir, a flexible membrane (floating) cover was installed during the mid-1980s to minimize water quality degradation but was removed when the reservoir was taken out of service. Construction of the Olive Hills Reservoir began in April 1961 and was completed in December of the same year. The reservoir was constructed with a 3-inch thick porous asphalt liner and was filled and placed into service in 1962.

BACKGROUND

The Olive Hills Reservoir has been out of service since February 1999. Water storage in this area is critical to the effective and efficient management of THE CITY’S water supply and distribution. Without the Olive Hills Reservoir in service, the City of Anaheim has been relying on a connection to the Metropolitan Water District to serve its needs on a temporary basis. In addition to incurring water service charges for this connection, there is a certain compromise to the flexibility and reliability of the water supply in this area and Metropolitan Water District has requested that the City of Anaheim develop their own storage capacity and discontinue reliance on the connection that now exists. In order to return a reservoir to service in this area, THE CITY has completed evaluations of different storage alternatives at the existing reservoir site. Initially the recommendation for this site was to construct a single 20 MG partially buried prestressed concrete circular tank. The new tank will remove the drawdown rate restriction for the existing reservoir that imposes both an operational constraint and a water quality concern; it will improve the security and vandalism measures at the site, which is becoming of greater concern in today's environment; the operations will no longer need to be concerned with the long-term maintenance and inspection requirements of the previous reservoir's flexible membrane cover; and the requirements for dam surveillance and reporting to DSOD will no longer be needed. After discussions with members of the community that were concerned with the impacts of construction of a new water storage facility, there was an intensive effort to re-evaluate the need for a reservoir in this area. It was determined that a water storage facility was essential at the
existing site but with modifications to the water system outside of the area, the storage capacity was reduced from 20 MG to 10 MG. The smaller project design drastically reduces the construction impacts to the surrounding community. The revised design also allows for re-grading the existing slopes to a flatter grade (2:1) and consistent with the current codes with regard to new construction. Other proposed improvements include the installation of additional piezometers and inclinometers, appurtenant pipe line and pump station improvements and landscaping to improve the aesthetic appeal of the project.

Plans and specifications are currently being prepared and will be available at the 90% design level for review by candidates preparing the following proposal. The design consultant, Tetra Tech Inc. will continue to be retained by THE CITY through construction and completion of this project. Some of their responsibilities will include review and approval of shop drawings, prepare final as-builts and other duties as specified in this Scope of Work.

At this time, THE CITY requires the services of a CONSULTANT to provide the construction management and inspection services during construction (Project). THE CITY envisions the following tasks, as a minimum, for successful completion of this Project.

**CONSTRUCTION MANAGEMENT AND INSPECTION**

The construction management proposal for the Nohl Canyon Water Storage Tank Project should reflect the cost to provide construction management and inspection services for the construction of the forecasted reservoir construction period of **1030**-calendar days after the issuance of the Notice to Proceed to the selected contractor. The CONSULTANT shall ensure the required services outside of the stated construction period are also provided in accordance with the scope of work that follows.

**Task 1. PROJECT MANAGEMENT**

CONSULTANT’s fee for Project Management, including the time and costs of meeting with THE CITY and other parties, shall be included among the fees for the other tasks. CONSULTANT’s compensation for the cost of all printing, plotting, binding, and reproducing all required documents and submittal materials shall also be included within each task. Prior to delivering any items to THE CITY, CONSULTANT shall review item(s) to ensure conformance and integrity of the submittal.

**Project Schedule and Status Reports**

CONSULTANT shall submit an initial schedule prepared by the contractor with pertinent milestones for the major tasks involved in the Project. The schedule shall be updated by the contractor on a monthly basis, or more often, as required. Consultant shall review contractor’s schedules to ensure the project is done on a timely, economical and reasonable manner consistent with the design contract specifications within the allotted contract period. CONSULTANT shall submit an updated project schedule and monthly status report with its monthly billings. Submitted invoices will not be processed if the updated project schedule and the status report are not attached.
Meetings

CONSULTANT’s representative and THE CITY shall meet not less than once a month during the length of this Project. In addition, CONSULTANT’s representative and THE CITY shall participate in two other meetings, as follows:

- A “Kick-Off” meeting (pre-construction meeting) with contractor and THE CITY to establish project requirements and constraints.
- A “Public Relations” meeting to review the consultants approach to informing and interacting with the public.

CONSULTANT shall assign appropriate engineering specialty staff or principals, or arrange for appropriate subcontractors to accompany the CONSULTANT’s Project Manager, to attend meetings with THE CITY. CONSULTANT shall submit a copy of the meeting agenda to THE CITY, for review, one (1) working day before each meeting. CONSULTANT shall record the minutes of all meetings, and submit a copy of the meeting minutes to THE CITY, for review, within five (5) working days after each meeting, and before distribution to the meeting attendees. For fee purposes, CONSULTANT shall assume a minimum of thirty six (36) meetings with THE CITY and other parties during the course of the Project.

Deliverables

CONSULTANT shall provide THE CITY with the following TASK 1 items:

- Meeting Agenda (delivered 1 working day before each meeting): 1 hard copy.
- Meeting Minutes (delivered 5 working days after each meeting): Hard copies to each attendee.
- Monthly Updated Project Schedule: 1 hard copy.

Task 2. REVIEW AND ASSESS EXISTING CONDITIONS

Site Reconnaissance

CONSULTANT shall conduct a site reconnaissance of the project site. CONSULTANT shall perform a visual assessment of the existing reservoir, dam embankment, the pump station, the spillway channel, the inlet and outlet structures and piping, and other appurtenant facilities as necessary for the successful completion of this Project. Technical and engineering professionals, with the appropriate level of expertise, shall participate in the site reconnaissance. CITY representatives will accompany CONSULTANT during the site visit.

Review Existing Documents

1. CONSULTANT shall review all applicable technical reports, studies, engineering drawings, and construction specifications related to the Project, as well as other utilities in the vicinity of the Project site. Information gathered will assist CONSULTANT in understanding the geologic and seismic setting, site constraints, and design of the proposed reservoir and appurtenant facilities. CONSULTANT shall collect and document data necessary to support tasks to be completed identified in the Scope of Work.
2. CONSULTANT shall contact THE CITY and secure all the necessary information for the Project. All original data shall be returned immediately after CONSULTANT has reproduced them for its use. THE CITY will provide all available CITY information and reports for this project, including as-built drawings of existing facilities, topographical information, site plans, tract maps, utility locations, street improvement plans, soils reports, tract improvements and related materials.

Task 3. CONSTRUCTION CONTRACT ADMINISTRATION

CONSULTANT shall assist THE CITY’s Public Works and Public Utilities Departments in general contract administration and inspection for the construction of the Project. The tasks of contract administration and inspection shall include, but not be limited to the following:

3-A **Resident Engineer/Inspector** Provide inspection on a full-time basis to monitor the project construction progress; attend meetings with THE CITY and the contractor regarding project schedules, interpretation of the contract documents, construction changes and irregularities; provide photographs, progress reports, and a final construction report; and assist in quality assurance and construction conformance with the contract plans and specifications. One full-time Water Inspector from THE CITY will be assigned to this Project.

3-B **Specialty Inspection** Provide specialty structural, corrosion and electrical inspection services by registered, or certified, as may be appropriate, structural, corrosion, and electrical engineers or inspectors; CONSULTANT shall also provide geotechnical services during the construction phase of the project, which may include, but not be limited to, site observation, field and laboratory testing, site analysis and geotechnical recommendations, and report preparation. Items requiring observation and testing include, but are not necessarily limited to the following: site preparation, unclassified and structural excavations, subgrade preparation, engineered compacted fill and backfill placement. THE CITY will provide concrete and steel materials testing.

3-C **Office Engineering Consultation** Provide office engineering consultation, as required, and coordinate with State Division of Safety of Dam; State Department of Public Health; City of Orange; and THE CITY’s Public Works Engineering Department, Planning Department, Public Utilities Department and other CITY staff in management of the construction contract.

3-D **Progress Payments** Review and adjust progress pay estimates prepared and submitted by the contractor for conformance with the contract documents. CITY will prepare the progress pay documents for monthly payment to Contractor.

3-E **Sketches and Details** Prepare supplementary sketches and details as required to resolve field construction problems that may be encountered.

3-F **Change Orders** Review, recommend and prepare change orders and/or extra work orders as needed.

3-G **Daily Inspection Reports** Maintain daily inspection reports of the progress of the construction work. CONSULTANT shall submit the following bi-weekly to THE CITY:

(a) A copy of the daily inspection reports.

(b) A summary of the construction progress for the prior reporting period.
3-H **Photos and Details** Prepare and submit two (2) copies each of construction progress photographs and details as necessary indicating stage of work and critical elements, mounted, identified, and indexed in notebook form.

3-I **Compliance Documents** Provide permit compliance documentation, follow up, and support for all permits and clearances required by outside agencies on the Project.

3-I **Start-Up Support** Provide start up support for the Project, including final acceptance testing, support, and final completion sign off.

CONSULTANT shall check and inspect to its satisfaction to ensure that all, equipment, and facilities have been properly installed, calibrated and are operating for each and every component of the Project.

**Deliverables**

- 1 copy ....................... Bi-weekly construction progress report, including copies of the daily inspection reports and a summary of the construction progress for the prior reporting period.
- 1 copy ....................... Change orders and work orders as needed.
- 2 copies ....................... Construction progress photographs indicating stage of work and critical elements, mounted and identified.
- 1 copy ....................... Negatives of photographs or CD for digital photos.
- 2 copies ....................... Any sketches necessary during the construction phase to interpret or modify contract plans and specification concepts requiring CITY approval.
- 2 copies ....................... Material Testing Reports.
- 2 copies ....................... Final Acceptance Tests.

**Task 4 ASSIST IN REVIEW OF SHOP DRAWINGS, EQUIPMENT AND MATERIAL TESTS COORDINATION**

CONSULTANT shall assist design engineer who shall remain under contract to THE CITY in coordinating the review of all construction shop drawings, fabrication and mill testing of equipment and materials for complete and strict conformance with the contract plans, specifications and documents. CONSULTANT shall assist design engineer to ensure that any deviations or substitutions submitted by the contractor shall be equal to or of better quality than specified in the contract documents. CONSULTANT shall ensure all substitutions receive THE CITY’s concurrence prior to approval. CONSULTANT shall submit to THE CITY two (2) copies of all final shop drawings, which have been reviewed for conformance.

CONSULTANT shall coordinate and notify the design engineer and THE CITY of all direction for testing of equipment, materials and appurtenances for conformance with design concepts and the construction contract plans, specifications and documents. Those tests will be conducted by the vendor or contractor to assure conformance with the designer’s intent and operational criteria.
CONSULTANT shall coordinate and assist in verification of intermediate and final operation. Final acceptance shall require all the components for the facility to be fully operational, and work in unison including necessary testing, disinfection, start-up and jurisdictional transfer of all or the respective portions of each substantially completed facility from its construction phase to THE CITY operational phase. CONSULTANT shall check and inspect to its satisfaction to ensure that all components, equipment, and facilities have been properly installed, calibrated and are operating for each and every component of the Project.

Deliverables
CONSULTANT shall provide THE CITY with the following TASK 4 items:

- Two (2) copies of all final shop drawings.
- Two (2) copies of all equipment materials testing.
- Two (2) copies of the final acceptance test results and conclusions for all the components for the facility.

Task 5 ASSEMBLY OF RECORD DOCUMENTS AND OPERATION AND MAINTENANCE MANUALS

CONSULTANT shall record up-to-date construction information during the course of construction to be used in preparation of the construction record documents. CONSULTANT shall ensure these information are documented either by the Contractor or the inspector in the field. CONSULTANT shall assist in the preparation and submission of one (1) set of as-built mark-ups in order for the design engineer to prepare the construction record drawings. CONSULTANT shall also submit one (1) hard copy of a record of deviations from the construction specifications.

CONSULTANT shall assemble the documents from the contractor following the requirements in the plans and specification for the design engineer to prepare the operation and maintenance manuals. Information shall include, but not be limited to, the following.
(1) All piping and electrical conduit runs, including wiring diagrams and Process and Instrumentation Diagram (P.& I.D.) sufficient for troubleshooting.
(2) Technical data concerning designs and parts of corrosion control, mechanical, electrical, and control equipment furnished and installed by the Contractor.
(3) Technical data presented in step-by-step format regarding methods and intervals of periodic testing, calibration and adjustments of corrosion control, mechanical, electrical and control equipment installed by the Contractor, and the intended operation mode of the facility in the existing distribution system.
(4) Manufacturers’ recommendations concerning equipment and facility maintenance, including methods and schedules for maintenance, parts lists, recommended spare parts to be maintained on hand, and manufacturers’ and vendors’ names, addresses, and telephone numbers.
(5) Data and maintenance instructions concerning any special architectural, engineering, protective coating, and other features provided or used in the construction.
CONSULTANT shall obtain the required Operation and Maintenance Manual (including equipment manuals) from the contractor and submit to THE CITY before operating the equipment installed at the facilities, and accepting the construction contract work.

Deliverables

- 1 set.......................... As Built plans and specifications mark-ups.
- 1 copy......................... Final Operations and Maintenance Manual including available cut sheets on CD.

Task 6    ITEMS OF RELATED WORK

6-A    Manage Mitigation Monitoring Plan
CONSULTANT shall manage, inspect and enforce the requirements and conditions of the Mitigation Monitoring plan that was prepared as part of the Environmental review process that will be adopted by City Council.

6-B    Sound Abatement Monitoring
CONSULTANT shall prepare monitoring procedures that may include measurement of decibel levels, field tests, analyses, summaries of results, enhanced design and construction alternatives, drawings, exhibits, and implementation plans to mitigate noise produced by the Project during construction.

6-C    Vibration Monitoring
CONSULTANT shall prepare monitoring procedures that may include measurement of vibration levels, field tests, analyses, summaries of results, drawings, exhibits, and implementation plans to mitigate vibration around the project site and on the construction route to the site produced by the Project during construction.

6-D    Traffic Control
CONSULTANT shall monitor and enforce the requirements and traffic restrictions specified in the Mitigation Monitoring Plan defined in the EIR for the Project during construction.

6-E    Public Relations
CONSULTANT shall assist THE CITY with public relations efforts, including but not limited to maintaining a positive presence in the community, maintaining positive relationships with impacted groups, responding quickly to their concerns, and addressing any construction issues in a timely manner. Public relations activities may include but are not limited to the following:
- Attending community meetings, open houses and/or presentations.
- Providing updated information for regular newsletters.
- Assisting with construction alerts, and other materials as appropriate.
- Responding to concerns and questions from impacted communities.
- One-on-one meetings with impacted communities to resolve construction-related concerns.

6-F  Destruction of Piezometers and Inclinometers

CONSULTANT shall properly plan and execute the destruction of existing piezometers and inclinometers whose locations are provided in Exhibit F.

6-G  Addition of Inclinometers and Piezometers and Monitoring of Data During Construction

CONSULTANT shall provide expert geotechnical services to plan and construct seven (7) piezometers to a depth of 50 to 150 feet each and three (3) inclinometers to a depth of 100 feet each for the intent of monitoring groundwater levels and soil movements respectively in locations within, or close to, the perimeter boundary of the project (please refer to Exhibit F). The exact locations and construction will be determined prior to the beginning of construction and after discussions with City personnel, geotechnical expert and the design engineer.

CONSULTANT shall monitor all piezometers and inclinometers on a monthly basis defined on the construction drawings and in the “Report of Geotechnical Instrumentation and Groundwater Well Installation for the Proposed Nohl Canyon Tank”, prepared by Leighton Consulting, December 21, 2007. Monitoring shall begin with the issuance of Notice To Proceed of the consulting services and throughout the construction.

Deliverables

- Monthly Reports on piezometer and inclinometer data.
- As-builts of all construction monitoring devices.
- Mitigation Monitoring Plan monthly reports.

6-H  Pre-inspection

CONSULTANT shall provide pre-inspection and documentation services for at least thirty-five (35) homes and parcels associated with those homes that border the project site and/or may be impacted by construction of the project. Selection of the homes for consideration will be determined by THE CITY after discussions with the parties performing the inspections, the design engineer and the construction manager and/or their representatives. The purpose of the inspection and documentation services is to document validity and substance of any claims against THE CITY as a result of construction activity associated with THE PROJECT. The nature of the inspection parameters may be, but not limited to, measurement of cracks, still photo and/or video documentation, engineering surveys, etc.

Deliverables

- Report that documents condition of homes prior to construction activities.
6-I Camera Installation and Monitoring

CONSULTANT shall install a camera and necessary equipment to provide record of construction traffic into and out of the project site. Record will provide validation that contractor is in compliance with mitigation measures which includes but is not limited truck traffic volume frequency of trips, safety measures, etc. and maintain at least tow(2) months of video logs.

Deliverables

Bi-weekly truck count reports

Task 7 ADDITIONAL SERVICES FOR THE BENEFIT OF THE PROJECT

CONSULTANT shall provide in this section any missing or additional services, which may be required or determined to be advantageous to enhance the above scope of work and attain a successful project.

7-A Warranty Period Services (optional)

CONSULTANT shall provide engineering, technical support and administrative services during the warranty phase of the Project. CONSULTANT shall assume that the warranty phase will extend one year past the filing of the Notice of Completion on the Project. Total of 40 hours of professional consulting engineering services shall be assumed for the purpose of determining the fee.

7-B Public Relations (optional)

CONSULTANT shall provide additional public outreach assistance to THE CITY, such as developing and implementing a comprehensive construction outreach program, planning and organizing community meetings, and other related tasks as directed by THE CITY.

7-C Additional Monitoring (optional)

CONSULTANT shall provide additional monitoring of all piezometer and inclinometers for 12 months after completion of construction.

7-D Additional Pre-inspection (optional)

CONSULTANT shall provide pre-inspection and documentation services for an additional thirty-five (35) homes and parcels associated with those homes that border the project site and/or may be impacted by construction of the project, if needed and as directed by THE CITY.
OLIVE HILLS RESERVOIR/
NOHL CANYON WATER STORAGE TANK
LOCATION MAP

EXHIBIT B
## EXHIBIT C
Estimated Cost Breakdown of Total Fee for the Construction Management and Inspection Services for the Nohl Canyon Water Storage Tank Project

<table>
<thead>
<tr>
<th>Task No.</th>
<th>Description</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>PROJECT MANAGEMENT (Tasks 2 through 6)</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>REVIEW AND ASSESS EXISTING CONDITIONS</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Subtotal $2,080</td>
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<tr>
<td>3</td>
<td>CONSTRUCTION CONTRACT ADMINISTRATION</td>
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</tr>
<tr>
<td>3-A</td>
<td>Resident Engineer/ Inspector</td>
<td>$707,590</td>
</tr>
<tr>
<td>3-B</td>
<td>Specialty Inspection</td>
<td>$446,750</td>
</tr>
<tr>
<td>3-C</td>
<td>Office Engineering Consultation</td>
<td>$77,914</td>
</tr>
<tr>
<td>3-D</td>
<td>Review Progress Payments</td>
<td>$55,640</td>
</tr>
<tr>
<td>3-E</td>
<td>Prepare Sketches and Details</td>
<td>$26,000</td>
</tr>
<tr>
<td>3-F</td>
<td>Review Change Orders</td>
<td>$118,000</td>
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<tr>
<td>3-G</td>
<td>Maintain Daily Inspection Reports</td>
<td></td>
</tr>
<tr>
<td>3-H</td>
<td>Prepare Photos and Details</td>
<td>$59,040</td>
</tr>
<tr>
<td>3-I</td>
<td>Provide Compliance Documents</td>
<td>$14,700</td>
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<td>3-J</td>
<td>Provide Start-Up Support</td>
<td>$30,500</td>
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<td></td>
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<td>Subtotal $1,585,314</td>
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<td>4</td>
<td>ASSIST IN REVIEW OF SHOP DRAWINGS, EQUIPMENT AND MATERIAL TESTS COORDINATION</td>
<td></td>
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<td></td>
<td></td>
<td>Subtotal $10,140</td>
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<td>5</td>
<td>ASSEMBLY OF RECORD DOCUMENTS &amp; OPERATION AND MAINTENANCE MANUALS</td>
<td></td>
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<td></td>
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<td>6</td>
<td>ITEMS OF RELATED WORK</td>
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<tr>
<td>6-A</td>
<td>Manage Mitigation Monitoring Plan</td>
<td>$23,530</td>
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<td>6-B</td>
<td>Sound Abatement Monitoring</td>
<td>$24,704</td>
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<tr>
<td>6-C</td>
<td>Vibration Monitoring</td>
<td>$23,404</td>
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<tr>
<td>6-D</td>
<td>Traffic Control</td>
<td>$6,544</td>
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<tr>
<td>6-E</td>
<td>Public Relations</td>
<td>$29,944</td>
</tr>
<tr>
<td>6-F</td>
<td>Destruct of Piezometers/ Inclinometers</td>
<td>$56,444</td>
</tr>
<tr>
<td>6-G</td>
<td>Add Piezometers and Inclinometers</td>
<td>$306,304</td>
</tr>
<tr>
<td>6-H</td>
<td>Pre-inspection (35 homes)</td>
<td>$34,604</td>
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<tr>
<td>6-I</td>
<td>Camera Installation and Monitoring</td>
<td>$49,504</td>
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<td></td>
<td></td>
<td>Subtotal $554,982</td>
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<td>7</td>
<td>ADDITIONAL SERVICES FOR THE BENEFIT OF THE PROJECT</td>
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<td>7-A</td>
<td>Warranty Period Services</td>
<td>$6,600</td>
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<td>7-B</td>
<td>Additional Public Relations</td>
<td>$50,000</td>
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<td>7-C</td>
<td>Monitoring Piezometers/ Inclinometers</td>
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<td>7-D</td>
<td>Additional Pre-Inspection</td>
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<td></td>
<td></td>
<td><strong>TOTAL $2,304,604</strong></td>
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</table>
Revised Exhibit D — Billing Schedule

SCHEDULE OF HOURLY FEES FOR
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE
NOHL CANYON WATER STORAGE TANK PROJECT
Tetra Tech Team

<table>
<thead>
<tr>
<th>Classification</th>
<th>Rate</th>
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<tbody>
<tr>
<td><strong>Tetra Tech</strong></td>
<td></td>
</tr>
<tr>
<td>Project Manager</td>
<td>$250.00</td>
</tr>
<tr>
<td>Structural/Electrical Inspection</td>
<td>$175.00</td>
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<tr>
<td>Design Engineer</td>
<td>$130.00</td>
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<tr>
<td>CADD Operator</td>
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<td>Word Processor</td>
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<tr>
<td>Project Inspector</td>
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<td><strong>Butler Engineering</strong></td>
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<tr>
<td>Principal</td>
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<tr>
<td>Resident Engineer</td>
<td>$170.00</td>
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<td>Field Engineer</td>
<td>$123.00</td>
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<tr>
<td>Senior Scheduler</td>
<td>$180.00</td>
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<tr>
<td>Technical Support</td>
<td>$92.00</td>
</tr>
</tbody>
</table>

NTE FEE

Leighton & Associates (Geotechnical) $781,550
CCR (Public Relations) $0
RMA (Materials Testing) $0
Behrens & Associates $31,900
GEOVision $27,500
Siemens Building Technologies $19,800
SDR Surveying $0

Tetra Tech’s reimbursables and the above subcontractors will be billed at cost plus 10%. Butler Engineering will be invoiced at the above billing rates (with no mark-up).
Exhibit E – Tentative Construction Schedule


<table>
<thead>
<tr>
<th>Month &amp; Year</th>
<th>Construction Description</th>
<th>Total Anticipated Trucks Passing Each House (on NCR)*</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Concrete</td>
</tr>
<tr>
<td>June/July 08</td>
<td>Demolition</td>
<td>0</td>
</tr>
<tr>
<td>Aug/Sept 08</td>
<td>Demo/Rough Grading</td>
<td>0</td>
</tr>
<tr>
<td>Oct/Nov 08</td>
<td>Rough Grading</td>
<td>40</td>
</tr>
<tr>
<td>Dec/Jan 09</td>
<td>Rough Grading</td>
<td>40</td>
</tr>
<tr>
<td>Feb/Mar 09</td>
<td>Base Material/Subdrain</td>
<td>0</td>
</tr>
<tr>
<td>Apr/May 09</td>
<td>Floor Slab</td>
<td>340</td>
</tr>
<tr>
<td>Jun/Jul 09</td>
<td>Floor Slab</td>
<td>340</td>
</tr>
<tr>
<td>Aug/Sept 09</td>
<td>Walls/Columns</td>
<td>300</td>
</tr>
<tr>
<td>Oct/Nov 09</td>
<td>Walls/Columns</td>
<td>300</td>
</tr>
<tr>
<td>Dec/Jan 10</td>
<td>Roof Slab</td>
<td>240</td>
</tr>
<tr>
<td>Feb/Mar 10</td>
<td>Roof Slab</td>
<td>240</td>
</tr>
<tr>
<td>Apr/May 10</td>
<td>Wrapping/Shotcrete</td>
<td>40</td>
</tr>
<tr>
<td>Jun/Jul 10</td>
<td>Pipe Installation</td>
<td>60</td>
</tr>
<tr>
<td>Aug/Sept 10</td>
<td>Final Grading/Test Tank</td>
<td>20</td>
</tr>
<tr>
<td>Oct/Nov 10</td>
<td>Site Piping/Site Work</td>
<td>40</td>
</tr>
<tr>
<td>Dec/Jan 11</td>
<td>Landscaping</td>
<td>0</td>
</tr>
<tr>
<td>Feb/Mar 11</td>
<td>Landscaping</td>
<td>0</td>
</tr>
<tr>
<td>TOTAL TRUCKS</td>
<td></td>
<td>2000</td>
</tr>
</tbody>
</table>

* Includes both ingress and egress.
To: City of Anaheim  
201 South Anaheim Boulevard, Suite 601  
Anaheim, California 92805  

Date: March 20, 2008  

Project No. 600094-004  

Attention: Mr. Bill Moorhead, P.E.  

From: John Haertle, G.E. 2352; Joe Roe, C.E.G. 2456  

Subject: Inclinometer and Piezometer Replacement, Proposed Nohl Canyon Tank, Anaheim, California  

In accordance with your request, the following Memorandum presents our recommendations relative to the locations and depths of installations for new proposed inclinometers and groundwater observation wells (piezometers).  

The proposed site grading will result in the destruction of approximately 18 existing well installations (Table 1) and one or two of the recently installed slope inclinometers (Table 2) depending upon the precautions that are used during grading to protect Inclinometer I-1 in-place. In general, the wells located within the perimeter access drive (approximate el. 560 feet MSL) along the eastern and southern regions and extending into the area of the earthen dam above the level bench at approximately El. 530 MSL will be lost due to grading activities. As a result, we recommend that additional well installations and inclinometers be installed as soon as practical during or upon completion of grading to maintain a relatively comprehensive collection of data.  

The attached site plan depicts the locations and Table 3 summarizes the approximate depths of the groundwater observation wells and slope inclinometers that are recommended to be installed to compensate for the loss of existing installations. The locations of the inclinometers and wells have been selected on the basis of our experience with the subsurface profile and modeling that has been performed to provide quantitative data in areas that we have judged to be critical. The observation wells will consist of nested construction with well design established based on subsurface conditions encountered during drilling.  

The destruction of the monitoring wells is recommended to include abandonment by filling with a lean cement (800 to 1,200 psi mix) slurry or bentonite grout in accordance with State of California guidelines.
### Table 1 - Wells Lost During Grading Operations

<table>
<thead>
<tr>
<th>Well Name</th>
<th>Surface Elevation (ft, msl)</th>
<th>Approx. Bottom Elevation (ft, msl)⁽¹⁾</th>
</tr>
</thead>
<tbody>
<tr>
<td>MW-8</td>
<td>532.8</td>
<td>494.5</td>
</tr>
<tr>
<td>MW-12</td>
<td>533.4</td>
<td>509.8</td>
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<tr>
<td>MW-13</td>
<td>531.3</td>
<td>469.0</td>
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<tr>
<td>MW-14</td>
<td>563.6</td>
<td>514.7(A); 539.3(B)</td>
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<tr>
<td>MW-16</td>
<td>562.8</td>
<td>454.9(A); 511.4(B)</td>
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<td>MW-17</td>
<td>564.1</td>
<td>405.6(A); 494.4(B)</td>
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<tr>
<td>MW-18</td>
<td>563.7</td>
<td>518.7(A); 539.7(B)</td>
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<td>MW-19</td>
<td>563.9</td>
<td>512.9(A); 539.8(B)</td>
</tr>
<tr>
<td>MW-20</td>
<td>531.9</td>
<td>509.1(A); 521.4(B)</td>
</tr>
<tr>
<td>MW-25</td>
<td>563.4</td>
<td>518.9</td>
</tr>
<tr>
<td>MW-26</td>
<td>566.0</td>
<td>504.3</td>
</tr>
<tr>
<td>MW-27</td>
<td>565.1</td>
<td>506.6</td>
</tr>
<tr>
<td>MW-28</td>
<td>564.3</td>
<td>522.1</td>
</tr>
<tr>
<td>P-2</td>
<td>535.2</td>
<td>509.0</td>
</tr>
<tr>
<td>HQ-4</td>
<td>562.3</td>
<td>383.3(A); 361.3(B)</td>
</tr>
<tr>
<td>HQ-5</td>
<td>562.8</td>
<td>480.9(A); 449.4(B)</td>
</tr>
<tr>
<td>NC-4</td>
<td>514.5</td>
<td>504.5(A); 478.5(B)</td>
</tr>
<tr>
<td>P-1</td>
<td>565.1</td>
<td>475.3</td>
</tr>
</tbody>
</table>

⁽¹⁾ - Approximate bottom elevations of single well standpipe construction in addition to approximate bottom elevation of dual-nested wells, (A) and (B), respectively, as applicable.

### Table 2 - Inclinometers Lost During Grading Operations

<table>
<thead>
<tr>
<th>Inclinometer</th>
<th>Surface Elevation (ft, msl)</th>
<th>Approximate Bottom Elevation (ft, msl)</th>
</tr>
</thead>
<tbody>
<tr>
<td>I-1⁽¹⁾</td>
<td>560.0</td>
<td>485.0</td>
</tr>
<tr>
<td>I-2</td>
<td>560.0</td>
<td>460.0</td>
</tr>
</tbody>
</table>

⁽¹⁾ - Salvaging I-1 may require protection measures to avoid damage; Inclinometer I-1A is recommended to replace Inclinometer I-1 if damage occurs.
### Table 3: Proposed Wells and Inclinometers

<table>
<thead>
<tr>
<th>Named Installation</th>
<th>Minimum Depth (ft)</th>
<th>Nested Condition&lt;sup&gt;(1)&lt;/sup&gt;</th>
</tr>
</thead>
<tbody>
<tr>
<td>NC-4A</td>
<td>50</td>
<td>A and B</td>
</tr>
<tr>
<td>NC-8</td>
<td>150</td>
<td>A, B and C</td>
</tr>
<tr>
<td>NC-9</td>
<td>150</td>
<td>A, B and C</td>
</tr>
<tr>
<td>NC-10</td>
<td>100</td>
<td>A, B and C</td>
</tr>
<tr>
<td>NC-11</td>
<td>75</td>
<td>A and B</td>
</tr>
<tr>
<td>NC-12</td>
<td>100</td>
<td>A, B and C</td>
</tr>
<tr>
<td>NC-13</td>
<td>120</td>
<td>A, B and C</td>
</tr>
<tr>
<td>I-1A&lt;sup&gt;(2)&lt;/sup&gt;</td>
<td>100</td>
<td>N/A</td>
</tr>
<tr>
<td>I-2A</td>
<td>100</td>
<td>N/A</td>
</tr>
<tr>
<td>I-8</td>
<td>100</td>
<td>N/A</td>
</tr>
</tbody>
</table>

<sup>(1)</sup> Nested condition applies to monitoring wells only designated as NC-4A and NC-8 through NC-13.

 Depths of screened intervals (well design) to be determined during drilling based on observed subsurface conditions, i.e. depth of artificial fill, oxidized and unoxidized bedrock, and composition of bedrock.

<sup>(2)</sup> Inclinometer I-1A is recommended to be installed to replace Inclinometer I-1 if damage occurs during grading and construction.

N/A - Not Applicable to Inclinometer installations.
Figure 1

Legend:
- Existing Inclinometer to be Salvaged
- Proposed Inclinometer
- Existing observation well to be Salvaged
- Proposed Well

Note:
Locations of existing and proposed installations are approximate for conceptual purposes. Observation wells in downstream face of dam and offsite not shown