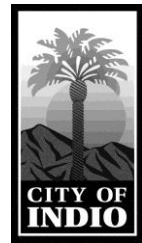




AGENDA
OF A SPECIAL MEETING
OF THE
COACHELLA/INDIO WASTE TRANSFER STATION
JOINT POWERS AUTHORITY



September 11, 2018
4:00 p.m.

1. **CALL TO ORDER:**

2. **PLEDGE OF ALLEGIANCE:**

3. **ROLL CALL:**

4. **APPROVAL OF AGENDA:**

“At this time the Authority may announce any items being pulled from the agenda or continued to another date or request the moving of an item on the agenda.”

5. **NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):**

- a. Authorize the City of Coachella City Manager to execute a professional services agreement to Tetra Tech BAS, Inc. for transfer station site selection and evaluation services, in the amount not to exceed \$44,834.

6. **PUBLIC COMMENTS:**

“The public may address the Authority on any item of interest to the public that is not on the agenda, but is within the subject matter jurisdiction thereof. Please limit your comments to three (3) minutes.”

7. **REPORTS AND REQUESTS:**

8. **ADJOURNMENT:**

ⁱ Any writing or documents pertaining to an **open session** item provided to a majority of the Authority less than 72 hours prior to the meeting, shall be made available for public inspection at the front counter of City Hall located at 1515 Sixth Street, Coachella, CA during normal business hours.

THIS MEETING IS ACCESSIBLE TO PERSONS WITH DISABILITIES

ITEM 5.a.



STAFF REPORT
09/11/2018



TO: Honorable Chair and Commissioners

FROM: Maritza Martinez, Public Works Director

SUBJECT: Authorize the City of Coachella City Manager to execute a professional services agreement to Tetra Tech BAS, Inc. for transfer station site selection and evaluation services, in the amount not to exceed \$44,834.

STAFF RECOMMENDATION:

Authorize the City of Coachella City Manager to execute a professional services agreement to Tetra Tech BAS, Inc. for transfer station site selection and evaluation services, in the amount not to exceed \$44,834.

BACKGROUND:

The Joint Powers Authority Coachella/Indio Waste Transfer Station (JPA) has numerous governing agreements that are approaching their life term. The Master Lease Agreement between the County and JPA expires December 31, 2024. The Sublease Agreement between the JPA and Burrtec (Transfer Station Operator) expires June 30, 2021. On June 19, 2021, both the following waste disposal agreements (WDA) expire: 1) WDA between the JPA and County and 2) WDA between the JPA and Burrtec. Both Coachella and Indio also contract with Burrtec for solid waste collection and those agreements expire respectively in 2023 (Coachella) and 2026 (Indio). Finally, the JPA Agreement between the two jurisdictions will expire on December 23, 2022 or when Authority contracts expire.

Staff contracted with HF&H to evaluate the potential options for the JPA as so many governing agreements are expiring. The available scenarios after the identified terms expire are: 1) acquire current transfer station property for \$1.00, renew WDA agreement with the County, and conduct an RFP process for a facility operator; 2) conduct an RFP process for a new facility sited at some other location 3) use the Edom Hill transfer station operated by Burrtec 4) renegotiate with Burrtec terms of extending the sublease agreement 5) conduct an RFP process for a new waste hauling agreement including evaluating a possible JPA hauling and transfer station operation agreement.

Discussion /Analysis:

Staff solicited a request for proposals to evaluate the options listed above which relocate the transfer station to a new site. A request for proposals was published and circulated in February 2018 and no responses were received. The request for proposals was published again in May

2018 and one response was received. Staff members from both the City of Coachella and the City of Indio's Development Services/Planning and Public Works Departments were part of the interview panel that interviewed and evaluated the response from the respondent, Tetra Tech BAS. After interviewing the respondent and conferring with their references staff recommends awarding Tetra Tech BAS a professional services agreement, in the amount not to exceed \$44,834. The awarded agreement would provide the following deliverables: 1) Identify Site Selection Criteria 2) Using these developed criteria identify three candidate locations 3) Identify required Permitting, Construction and Operations Timelines 4) Provide Financial Evaluation per site of: Capital Costs, Operations and Maintenances Costs, and Revenue by source and 5) Prepare and Present a Final Report to the JPA.

These deliverables will allow the JPA to further evaluate its options regarding extending its term on the current site or development of a new site.

FISCAL IMPACT:

The recommended action will not have a negative impact to the JPA's approved fiscal year 2018/2019 budget, which has budgeted \$80,000 for professional services.

Attachments:
Proposed Agreement

**COACHELLA/INDIO WASTE TRANSFER STATION JOINT
POWERS AUTHORITY
PROFESSIONAL SERVICES AGREEMENT
PROJECT JPA 021518**

1. PARTIES AND DATE.

This Agreement is made and entered into this 19th day of July, 2018, by and between the Coachella/Indio Waste Transfer Station Joint Powers Authority, a joint powers authority (“Authority”) and Tetra Tech BAS, Inc., a corporation with its principal place of business at 1360 Valley Vista Drive, Diamond Bar CA 91765 (“Consultant”). Authority and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 Authority. The Authority is a Joint Powers Authority organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Consultant. Consultant desires to perform and assume responsibility for the provision of certain professional services required by the Authority on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing solid waste facilities siting selection and evaluation services to public clients, is licensed in the State of California, and is familiar with the plans of the Authority.

2.3 Project. Authority desires to engage Consultant to render such services for the Authority021518 Project (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the Authority all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional solid waste facilities siting selection and evaluation consulting services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from August 1, 2018 to February 1, 2019, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. Consultant shall complete the Services within the applicable Term of the Agreement,

and shall meet any other established schedules and deadlines as may be set by Authority staff on an on-call and as-needed basis from time to time.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. Authority retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of the Authority and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, Authority shall respond to Consultant's submittals in a timely manner. Upon request of Authority, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of Authority.

3.2.4 Substitution of Key Personnel. Consultant has represented to Authority that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of Authority. In the event that Authority and Consultant cannot agree as to the substitution of key personnel, Authority shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the Authority, or who are determined by the Authority to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the Authority. The key personnel for performance of this Agreement are as follows: Christine Arbogast and Cesar Leon.

3.2.5 Authority's Representative. The Authority hereby designates the City of Coachella's City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("Authority's Representative"). Authority's Representative shall have the power to act on behalf of the Authority for all purposes under this Contract. Consultant

shall not accept direction or orders from any person other than the Authority's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Christine Arbogast, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with Authority staff in the performance of Services and shall be available to Authority's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the Authority, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the Authority to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the Authority, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the Authority, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold Authority, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence the Services under this Agreement until it has provided evidence satisfactory to the Authority that it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the Authority that the subcontractor has secured all insurance required under this section.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: One Million Dollars (\$1,000,000) per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of One Million Dollars (\$1,000,000) per accident for bodily injury or disease.

3.2.10.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Services, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim, and shall be endorsed to include contractual liability.

3.2.10.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the Authority to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall be endorsed to state that: (1) the Authority, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the Services or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the Authority, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the Authority, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the Authority, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the Authority, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the Authority, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Authority, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Authority; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Authority, its directors, officials, officers, employees, agents and volunteers.

3.2.10.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the Authority, its directors, officials, officers, employees, agents and volunteers.

3.2.10.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Authority. Consultant shall guarantee that, at the option of the Authority, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Authority, its directors, officials, officers, employees, agents and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.10.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to the Authority.

3.2.10.8 Verification of Coverage. Consultant shall furnish Authority with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the Authority. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the Authority if requested. All certificates and endorsements must be received and approved by the Authority before work commences. The Authority reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Forty Four Thousand Eight Hundred Thirty Four Dollars (\$ 44,834.00)** without written approval of the Authority Board. Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to Authority a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. Authority shall, within forty-five (45) days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by Authority.

3.3.4 Extra Work. At any time during the term of this Agreement, Authority may request that Consultant perform Extra Work. As used herein, “Extra Work” means any work which is determined by Authority to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from Authority’s Representative.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and the total compensation is One Thousand Dollars (\$1,000) or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Authority shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant’s principal place of business and at the project site. Consultant shall defend, indemnify and hold the Authority, its elected officials, officers, employees, volunteers and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of Authority during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. Authority may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to Authority, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, Authority may require Consultant to provide all finished or unfinished

Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, Authority may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

<u>Authority</u>	<u>Consultant</u>
Authority of Coachella	Tetra Tech BAS
1515 Sixth Street	1360 Valley Vista Drive
Coachella, CA 92236	Diamond Bar, CA 91765
Attn: Public Works Director,	Attn: Project Manager, Cesar
Maritza Martinez	Leon

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for Authority to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). Consultant shall require all subcontractors to agree in writing that Authority is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the Authority. Authority shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at Authority’s sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of Authority, be used by Consultant

for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use Authority's name or insignia, photographs of the Project, or any publication pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Authority.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.6 Indemnification. Consultant shall defend, indemnify and hold the Authority, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any negligent acts or omissions or willful misconduct of Consultant, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against Authority, its directors, officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any such judgment, award or decree that may be rendered against Authority or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse Authority and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Authority, its directors, officials, officers, employees, agents or volunteers.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.10 Authority's Right to Employ Other Consultants. Authority reserves right to employ other consultants in connection with this Project.

3.5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.5.12 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the Authority. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to Authority include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.16 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Authority shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of Authority, during

the term of his or her service with Authority, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.19 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of any Authority's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.20 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.21 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.22 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6 Subcontracting.

3.6.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of Authority. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

[SIGNATURES ON FOLLOWING PAGE.]

**Coachella/Indio Waste Transfer Station
Joint Powers Authority**

Tetra Tech BAS, Inc.

By: _____
William B. Pattison, Jr.,
City of Coachella City Manager

By: _____
Christine Arbogast, PE
Vice President Solid Waste

Attest:

By: _____
Authority Clerk

Approved as to Form:

****Approved Form****
Best Best & Krieger LLP
Authority Attorney

EXHIBIT “A”

SCOPE OF SERVICES

Please see attached.



1. INTRODUCTION OF TEAM

Prime Consultant – Tetra Tech BAS: Tetra Tech BAS will be prime consultant on this contract. We are a nationally-recognized engineering and resource management firm with more than 50 years of consulting experience. Our Solid Waste Group has more than 30 years of experience supporting communities across North America through the full life-cycle of solid waste system and facility planning, permitting, design, construction, and operation. This has included siting and design of solid waste transfer stations and material recovery facilities which meet the unique needs of rural and metropolitan solid waste management authorities. In 2017, *Engineering News-Record*, a respected national engineering publication, ranked Tetra Tech as the number #1 solid waste firm in the United States for the fifth consecutive year, based upon revenue earned by our solid waste practice.

Tetra Tech 2017 ENR Rankings	
1	Solid Waste
1	Environmental Management
1	Water
1	Treatment & Desalination
1	Wind Power
2	Consulting / Studies
3	Environmental Science
5	Top 500 Design Firms

Tetra Tech BAS has been selected to site, evaluate feasibility, plan, and design solid waste transfer stations, material recovery facilities, fee collection facilities, crew quarters, access roadways, and administrative facilities. Our clients for this work have included the counties of Merced, San Bernardino, and Orange; the Yuba- Sutter Regional Solid Waste Authority; the City of Los Angeles; the Los Angeles County Sanitation Districts; and CR&R Inc. Our solid waste facility siting studies have analyzed the financial, operational, environmental, regulatory, and public policy impacts of candidate sites. We prepared a Solid Waste EcoPark siting study for the County of El Dorado which The California Conference of Directors of Environmental Health (CCDEH) awarded the County of El Dorado with an Excellence in Environmental Health Award for outstanding achievements in solid waste planning.

Subconsultant – Crowe Horwath LLP: Crowe Horwath LLP is one of the largest U.S. public accounting and consulting firms (based on U.S. net revenue) according to the 2017 Accounting Today Top 100 List. Crowe's Financial Advisory group, within the firm's Public-Sector Services Business Unit, has extensive experience working with all types of municipal enterprises. Crowe provide financial, rate analysis and cost of services studies for various types of municipal utilities and services. Crowe offers a comprehensive understanding of solid waste management as evidenced by over 150 solid waste management consulting projects completed in the areas of:

- Automation planning
- Cost-of-service studies
- Diversion program planning
- Efficiency reviews
- Financing/funding studies
- Franchise agreements and negotiations
- Franchise fee audits and reviews
- Litigation support
- Operational assessments
- Performance audits
- Privatization studies
- Profitability studies
- Rate methodology and manual development
- Rate negotiation services
- Route audits and time-and-motion studies
- Source reduction and recycling studies.

<p>Transfer Station/ Material Recovery Facilities Experience <i>Crowe personnel bring a unique blend of financial and operational experience. The firm's transfer station/MRF experience includes:</i></p>	<ul style="list-style-type: none"> ▪ Assessing the staffing, equipment, materials recovery capabilities, and economics for over 30 MRF/transfer stations ▪ Evaluating the economics of a new "state of the art" MRF/transfer station ▪ Reviewing costs of a new resource recycling facility (yard waste processing and C&D sorting) to determine reasonableness of charges and potential rate impacts
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2. PROJECT APPROACH / WORKPLAN

2.1 GENERAL APPROACH

The Tetra Tech Team understands that the Joint Powers Authority Coachella/Indio Waste Transfer Station (JPA) has released a Request for Proposals to identify preliminary new location(s) for the Coachella/Indio Transfer Station in one of its governing cities, identify permitting requirements for the site, identify ways to increase waste flow, and identify corresponding benchmarks needed to operate a new facility at the recommended location. We further understand that the JPA is requesting support in developing project financing options, bond planning and assistance and identifying grant opportunities.

We appreciate that the JPA administrators and staff have the best knowledge of their solid waste management system. To be most efficient in executing this project, we plan to fully benefit from JPA's knowledge, expertise, prior analysis, and JPA's ability to gather and analyze operational statistics and cost data about its operations. Given this, we believe a key to the success of this project will be the development of a strong working relationship with JPA administrators and staff so that the outcome of this evaluation is a collaboration between the Tetra Tech BAS Team and the JPA.

The Tetra Tech BAS Team will facilitate the process by working with the JPA to understand its goals as well as its policy, legal, contractual, financial, and marketplace considerations. We will bring together information that the JPA already has in-house and supplement JPA's information with additional data, research, and analysis as needed. We will focus on developing a compelling story that will help the JPA make informed and logical decisions about the future of JPA's solid waste services.

The Tetra Tech BAS Team will perform the following tasks in support of the completion of the JPA's Site Selection and Evaluation for New Transfer Station project.

2.2 PROJECT WORKPLAN

Task 1 – Project Initiation

The Tetra Tech BAS Team will hold a kick-off meeting with the JPA to go over the scope of work in detail and to clearly define specific project objectives and directives, scheduling goals, and project roles and responsibilities. The Tetra Tech BAS Team believes that the fundamental elements for the project should be jointly developed, vetted, and mutually agreed upon with JPA staff prior to commencement of work so that all deliverables meet objectives of the study. One topic of discussion will be the intended use of the deliverables and whether specific parcels are to be identified or general areas depending on how public the information becomes. During this meeting, the Tetra Tech BAS Team will provide the JPA with a list of information that is needed to initiate work. This task includes review of all applicable background information to create a firm foundation upon which to perform the Siting Evaluation.

Task 1 Deliverables

- Kick-off meeting agenda jointly developed.
- List of additional required project-related data.
- Meeting 1 Project Initiation meeting attendance.
- Memo summarizing kick-off meeting, including discussion of goals, objectives and strategies for project implementation.



Task 2 – Siting Evaluation

Task 2.1 - Develop and Establish Site Qualifications

The Tetra Tech BAS Team will work with the JPA to develop primary and secondary ranking criteria (site qualifications) to identify three preliminary new locations for the Coachella/Indio Waste Transfer Station. The purpose of the primary site selection criteria is to identify fatal flaws and eliminate sites that do not meet established requirements for the location of the proposed facility. The purpose of the secondary site selection criteria is to compare the potential locations identified in the primary site selection analysis by using a set of ranking criteria important to the siting, permitting, and operation of the proposed facility.

The following presents potential primary site selection criteria:

- **Centrally Located:** The location of the proposed facility should to be centrally located near the center of the Coachella/Indio Area population of JPA governing cities and/or areas with high projected growth.
- **Industrial Use/Zoning:** The selected area should to be within current General Plan Industrial Use designations. Additionally, it must also be within an industrial zoned area of the current Zoning Ordinances.
- **Vacant:** The selected locations need to include parcels that are vacant.
- **Site Minimum Acreage:** The selected areas need to include parcels that are at least the minimum acreage required to accommodate the facility requirements set forth by the JPA during the kick-off meeting. Our initial assumption is that the preliminary new location(s) will accommodate a facility of relative size, with similar design and operational elements, as the existing facility.
- **Away from Rivers and Creeks:** The selected area should not be within the limits of an existing river or creek (USGS Blue Line).
- **200 Feet Away from Holocene Fault:** The selected area cannot be within 200 feet of a Holocene Fault.
- **Two Miles from a Major Road:** The selected area should be within two miles of a major road, or other distance agreed upon by JPA.

The following presents potential secondary site selection criteria we have used in other siting studies:

1. Land Use Compatibility
 - Adjacent Land Use
 - Site Access
 - Room for Future Expansion
 - Utility Access
 - Fire Protection
 - Water Conservation
 - Proximity to Floodplains and Surface Waters
 - Regulatory Agency Requirements
2. Transportation Impacts
 - Secondary Site Access
 - Local Road Conditions
 - Proximity to Major Arterials
3. Impacts to Biological Resources
 - Important Biological Corridors
 - Rare Plant Preserves/Plant Recovery
 - Proximity to Conservation Areas



4. Site Economic Criteria
 - Publicly Owned
 - Relative Development Cost
5. Buildability
 - Geology
 - Slopes
 - Easements

The secondary site criteria is proposed to further refine a potential location for siting a facility. Parcels will be identified, compared, and ranked to determine the highest three locations. The secondary criteria will use two scoring methods to evaluate each of the areas identified in the primary site selection analysis. Each criterion will be ranked using one of the following two scoring methods: 1) Areas meeting specific criterion will receive the maximum score of "3" and sites not meeting the criterion receive the minimum score of "1"; or 2) Weighting relative importance to the individual criterion. Scoring values for relative importance would be Poor (1 point), Satisfactory (2 points), and Favorable (3 points).

Task 2.1 Deliverables

- Draft and Final site selection criteria, developed with consensus from the JPA, to be utilized as part of Task 2.2 to identify three potential locations.

Task 2.2 - Identify Three Candidate Locations for Facility

The Tetra Tech BAS Team will utilize a two-step analysis process to identify potential locations for the development of the proposed facility. Siting criteria developed as part of Task 2.2 will be utilized as part of the two-step process. The first step is to select locations based on a set of (primary) criteria intended to eliminate locations that do not meet minimum requirements. Once a short-list is determined, the second step is to rank the locations based on site development and operational factors (secondary criteria). The two-step process will narrow the options to three potential locations, utilizing a primary screening (Step 1) and ranking process (Step 2).

The Tetra Tech BAS Team will utilize Geographical Information Systems (GIS) in the siting of the proposed facility, with available data from Riverside County, local Cities (Coachella and Indio), Census Data, ESRI, and Cal-Atlas Geospatial Clearinghouse. A series of maps will be developed as part of the first step which will eliminate areas that do not meet the minimum requirements of the primary criteria. The secondary site selection analysis will identify the three highest ranking locations by utilizing a quantitative ranking method of comparing the sites. The locations with the most total points will determine the preferred locations based on the ranking.

Once the three highest ranking locations are identified, the Tetra Tech BAS Team will identify the benefits of the top-ranking location in comparison to the current site.

A summary of the process used to review and evaluate alternatives will be provided to the JPA staff and Administrators. Each of the recommended locations will be discussed with JPA staff along with their merits and challenges. The Tetra Tech Team will prepare a memorandum that presents the results of the siting analysis which identifies the three highest ranking locations, which will provide the JPA with location options for the development of the proposed facility.

Task 2.2 Deliverables

- Draft and Final siting analysis memorandum for the potential Transfer Station location.



Task 2.3 - Identify Required Permits and Construction and Operation Timeline

Permit Requirements: Tetra Tech BAS Team regulatory compliance specialists will conduct a thorough process evaluation of applicable and pertinent permits and approvals that would be required to site, develop, and operate the proposed facility. A distinction between the necessary permits that the JPA would need to obtain will be made from those that would need to be obtained by the facility operator. A projected timeline will be developed which will identify the time needed and the appropriate sequence in which to obtain the required permits and approvals. The following lists the responsible agencies that would have jurisdiction over the facility and the permits they would potentially require to construct and operate the proposed facility.

- Local Land Use Authority and Building Department
 - Use Permit
 - California Environmental Quality Act (CEQA) Documentation (e.g., Mitigated Negative Declaration)
 - Grading Permit
 - Building Permit
 - Occupancy Permit
- City of Coachella or Riverside County
 - Non-Disposal Facility Element (Amendment)
- State Water Resources Control Board
 - National Pollutant Discharge Elimination System (NPDES) General Industrial Stormwater Permit
- South Coast Air Quality Management District
 - Permit to Construct
 - Permit to Operate
- Department of Toxic Substance Control's (DTSC)
 - Hazardous Waste Generator Permit
- Riverside County Local Enforcement Agency (Riverside County Environmental Health)
 - Solid Waste Facility Permit (SWFP) concurrence from CalRecycle
- Other Potential Permits
 - Used Oil Collection Center Certification
 - Tire Program Identification
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The Tetra Tech BAS Team has a great deal of experience working with local agencies throughout California on solid waste facility permitting and will work with the JPA to develop a permitting strategy based on the known and anticipated variables associated with permitting a new solid waste management facility.

Construction and Operation Timeline: The Tetra Tech BAS Team will work with the JPA to develop a schedule for the design and construction of the New Waste Transfer Station. The schedule will provide an estimated timeline for the completion of the facility once the property for the facility has been purchased or leased. The schedule will consider:

- Procurement for the selection of a design consultant
- Design of the facility, including, civil, architectural, electrical, and mechanical components
- Permitting of the facility's construction
- Procurement of the contractor to construct the project
 - Development of the bidding documents
 - Approval to bid the project
 - Bidding process
 - Award of the contract to the low bidder
- Construction of the facility
- Procurement of the facility equipment, including lead time
- Any staff training required prior to the facility opening
- Grand opening of facility



The schedule will be developed based on feedback from the JPA and the local building authority to estimate procurement and permitting procedures and timelines.

Task 2.3 Deliverables

- Draft and Final Identification and description of permits, projected timeline and sequence to obtain permits and approvals.
- Draft and Final Construction and Operation Timeline

Task 2.4 – Financial Evaluation

The Tetra Tech BAS Team financial specialist will develop a simple financial model to assist in understanding potential facility cash flows, including future revenues and costs. We will include major assumptions which will allow us to assess alternative financing scenarios. This model will be used to forecast whether future facility cash flows are sufficient to cover financing costs. Key modeling assumptions are proposed to include:

- Revenues, by source, based on alternative tip fee and waste flow scenarios (e.g., franchise, self-haul, material types, diversion levels)
- Financing costs (e.g., interest, fees)
- Capital costs
- Operation and maintenance costs.

We will assist the JPA in identifying the potential purchase price of a new facility. Our financial/cash flow model will inform the JPA's ability to pay for a new facility. We will also leverage available facility cost data for the current facility in this assessment. We can then assist the JPA with pricing in its evaluation/negotiation of the candidate facilities identified in the previous tasks above.

The Tetra Tech BAS Team financial specialist will prepare a summary document which describes and identifies financing options which may include:

- Bond financing (e.g., tax exempt through CPCFA)
- Grant funding (State or local, e.g., through Cal Recycle)
- Loans (e.g., from traditional banks)
- Combinations.

In our modeling and analysis, we will also calculate appropriate measures required for facility financing to assess that financing requirements can be met for the facility (e.g., debt service ratios).

Task 2.4 Deliverables

- *Assist in pricing for negotiation of site acquisition for recommended site(s).*
- *Summary documents describing financial model and project financing options*
- Meeting 2 with JPA staff and Administrators to present study findings and receive direction regarding the preparation of the Final Report.



Task 3 – Prepare and Present Final Report

All of the information generated in this study will be incorporated by the Tetra Tech BAS Team into a draft Final Report. The technical memoranda developed for each of the above tasks will be compiled, and with an Executive Summary, will culminate in a draft document for JPA review to address comments and revise the report as necessary.

The Tetra Tech BAS Team will work with JPA staff to present the Final Report to the JPA Board of Directors and, if requested, to other public entities.

Task 3 Deliverables

- Draft and Final Report.
- Meeting 3 Presentation Assistance (e.g., Presentation Boards, PowerPoint Presentation) and Attendance (one meeting assumed for budget; additional meetings to be budgeted as requested).

Task 4 – Project Administration

The Tetra Tech BAS Team Project Manager will provide general administration of the contract, track budget and schedule performance, document any scope changes, provide the JPA with monthly invoices and written progress reports, and coordinate all efforts related to the project.

Conference Calls / Schedule Tracking: The Tetra Tech BAS Team Project Manager will coordinate periodic conference calls to discuss project progress. The Tetra Tech BAS Team Project Manager and appropriate team members will meet with JPA personnel on a periodic basis for progress briefings or at specific project milestones as discussed in the tasks above. Assumptions and budget are included in this proposal for three meetings which includes an initial meeting (in Task 1), one meeting at the end of Task 2, and one final meeting to present the evaluation findings to the JPA Board of Directors in Task 3 pursuant to the RFP.

Task 4 Deliverables

- Invoices and written progress reports.
- Agendas for conference calls and meetings.
- Conference calls and meetings minutes.

3. LEVEL OF EFFORT AND SCHEDULE

In accordance with the requirements of the RFP, Tetra Tech submits below the following information:

- Level of Effort Spreadsheet (Table 1)
- Schedule of Work (Table 2)

EXHIBIT “B”

SCHEDULE OF SERVICES

Please see attached.

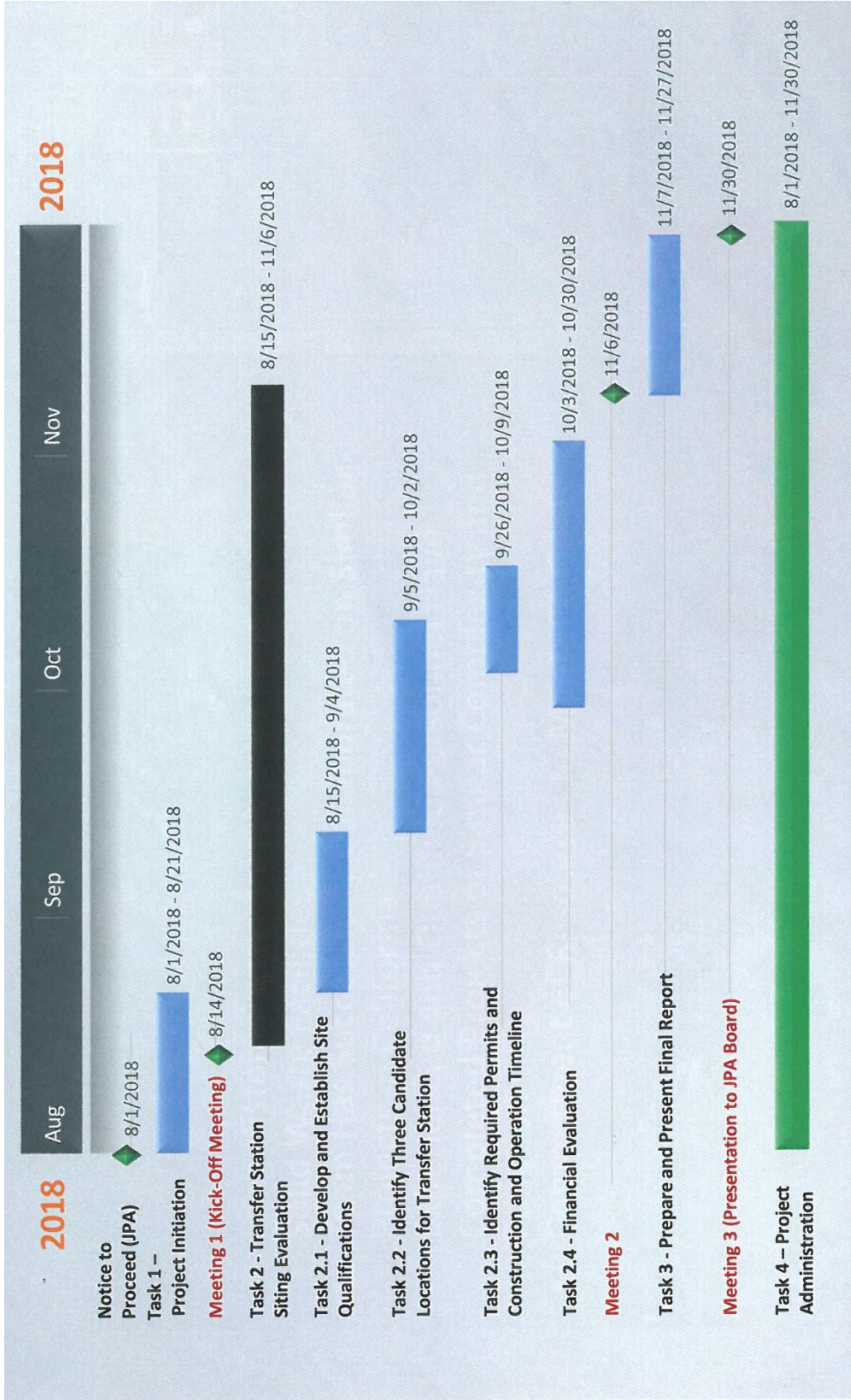


EXHIBIT B

**EXHIBIT “C”
COMPENSATION**

Please see attached.

