



Staff Report

Date: July 12, 2016

To: City Council Sitting as the Local Reuse Authority

From: Valerie J. Barone, City Manager

Prepared by: Guy S. Bjerke, Director - Community Reuse Planning
Guy.Bjerke@cityofconcord.org
(925) 671-3076

Subject: **Considering approval of an Agreement for Professional Services with Environmental Science Associates (ESA) associated with preparation of conceptual flood management plans and creek restoration plans in support of site wide permits for sensitive habitat and species on the Concord Naval Weapons Station in an amount not to exceed \$40,000. (Funding will be provided by a loan to the Local Reuse Authority (LRA) from the General Fund)**

Report in Brief

Staff is recommending that the Local Reuse Authority (LRA) approve an Agreement for Professional Services with Environmental Science Associates (ESA) to authorize the expenditure of up to \$40,000. The term of the agreement is July 1, 2016 to July 30, 2017.

ESA scope of work will continue conceptual flood management planning and restoration planning for Mt. Diablo Creek to support site wide permits for sensitive habitat conservation and restoration on the Concord Naval Weapons Station (CNWS). The agreement will also provide hydrologic and hydraulic engineering support for mitigation of jurisdictional wetlands at various locations within the Base.

Funding will be provided through a loan to the LRA from the General Fund that was approved and appropriated as part of the FY 2016/2017 budget. The loan will be repaid, with interest, from land sales or leases within the former CNWS. Total funding for ESA since 2008, for all contracts related to the Base, including this contract, is \$439,300 with funding sources from OEA and state grants.

Recommended Action

Staff recommends approving an Agreement for Professional Services with ESA in an amount not to exceed \$40,000 and authorizing the LRA Executive Director to execute the agreement, subject to approval of the City Attorney.

Background

A key component of developing a disposition strategy for submittal to the Navy is to have a clear definition of the quantity and quality of restoration mitigation needed to support negotiations with regulatory agencies. Development of a conceptual-level integrated flood management plan for the Concord Community Reuse Project is an essential building block. The goal of this effort is to develop a plan that provides beneficial habitat and aesthetic enhancements while meeting the flood management and infrastructure requirements of the Reuse Project. This scope assumes that the conceptual plan will include a combination of channel improvements, wetland enhancement and flood detention approaches, and includes hydrologic, hydraulic and conceptual design development services for both the Mt. Diablo Creek and Holbrook Channel drainage areas.

Analysis

ESA (formerly Phillip Williams and Associates) has been providing hydrologic and hydraulic engineering support to the Reuse Project team since 2008.

ESA will provide technical analysis, field data collection, consultation, and coordination services in support of environmental permitting for the Concord Naval Weapons Station Reuse Project. Examples of services may include hydrologic evaluation of wetland mitigation alternatives, hydrologic and hydraulic analysis and documentation to support permit applications, consultation on hydrology, stormwater and flooding issues, meetings and site visits with City staff, the consultant team and/or state and Federal regulatory agency staff, and field data collection such as cross section surveying, stream flow gauging, and groundwater monitoring. The primary focus of their work will be to address wetlands, storm water, and Mt. Diablo creek restoration issues, along with:

- Develop ACAD or GIS based plans developed to approximately the 35% design level to support Habitat Mitigation and Monitoring Program (HMMP) documents. The plans will include the approximate footprint of grading, general shape and configuration of the ponds and locations of pond outlets as well as the in-stream structures for the 5AT-1 Pond outlet channel. These drawings will be incorporated into the proof of concept technical memo described below and provided to HTH for use in layering on habitat restoration plant associations for the HMMP.
- Prepare a basis of design hydrology technological memo in support of the 35% design. These reports will be based off of previous completed work on the

project, which already includes much of the required information and will include the 35% design plans described above.

Financial Impact

LRA staff is requesting the LRA approve an Agreement for Professional Services with ESA in an amount not to exceed \$40,000.

Funding will be provided through a loan to the LRA from the General Fund that was approved and appropriated as part of the FY 2016/2017 budget. The loan will be repaid, with interest, from land sales or leases within the former CNWS. Total funding for ESA since 2008, for all contracts related to the Base, including this contract, is \$439,300 with funding sources from OEA and state grants.

Public Contact

The City Council Agenda was posted.

Attachments

1. Agreement with Environmental Science Associates

AGREEMENT FOR PROFESSIONAL SERVICES

1 THIS AGREEMENT ("Agreement") is entered into on July 1, 2016 between the City of
2 Concord ("CITY") and Environmental Science Associates (ESA), 550 Kearny Street, Suite 800, San
3 Francisco, California 94108 ("CONSULTANT").

4 THE PARTIES ENTER THIS AGREEMENT based upon the following facts, understandings
5 and intentions:

6 The CITY desires to contract with CONSULTANT to provide the professional services
7 described in Section 2 of this Agreement, upon the terms and conditions hereinafter set forth.

8 NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and promises of the
9 parties herein contained, the parties hereto agree as follows:

10 1. **TERM.** This Agreement shall commence on July 1, 2016 and expire on
11 June 30, 2017.

12 2. **SCOPE OF SERVICES.** Subject to such policy direction and approvals provided by
13 the CITY's Authorized Representative, CONSULTANT shall perform the services described in detail
14 in Exhibit A, Scope of Services. CITY retains all rights of approval and discretion with respect to the
15 projects and undertakings contemplated by this Agreement.

16 3. **PAYMENT.** CONSULTANT shall be compensated, not to exceed Forty Thousand
17 Dollars (**\$40,000**) for basic services rendered, as more particularly described in Exhibit A, in
18 accordance with the terms and conditions included therein. Any Amendment to this Agreement that
19 includes an increase to this compensation amount shall be made in accordance with Section 5 below.

20 CONSULTANT may submit monthly statements for services rendered; all statements shall
21 include adequate documentation demonstrating work performed during the billing period. It is
22 intended that CITY review such statement and pay CONSULTANT for services rendered within 30
23 days of receipt of a statement that meets all requirements of this Agreement. Payment by CITY shall
24 not be deemed a waiver of unsatisfactory work, even if such defects were known to the CITY at the
25 time of payment.

26 4. **AUTHORIZED REPRESENTATIVES.** Authorized representatives shall represent
27 CITY and CONSULTANT in all matters pertaining to the services to be ordered by CITY or rendered
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1 by CONSULTANT under this Agreement except where approval for the CITY is specifically required
2 by the City Council. The CITY's authorized representative is Guy Bjerke, Director of Community
3 Reuse Planning. The CONSULTANT's authorized representative is Robert T. Battalio, Vice
4 President.

5 **5. AMENDMENT TO AGREEMENT.** This Agreement may be amended in writing,
6 subject to approval by both parties. If additional services are requested by CITY other than as
7 described in the above Scope of Services, this Agreement may be amended, modified, or changed by
8 the parties subject to mutual consent and in accordance with the CITY's Municipal Code by execution
9 of an Amendment by authorized representatives of both parties setting forth the additional scope of
10 services to be performed, the performance time schedule, and the compensation for such services.

11 **A. Amendment for Additional Compensation.** CITY's Authorized
12 Representative is authorized to execute amendments to the Agreement on behalf of CITY, including
13 amendments providing for additional compensation to CONSULTANT not to exceed Fifty Thousand
14 Dollars (\$50,000) during the fiscal year, including the base contract amount, throughout the term of
15 this Agreement. Any additional compensation to CONSULTANT that is Fifty Thousand Dollars
16 (\$50,000) or more for the fiscal year, including the base contract amount, must be approved by City
17 Council.

18 Consultant's failure to secure CITY's written authorization for additional compensation or
19 changes to the Scope of Work shall constitute a waiver of any and all right to adjustment in the price
20 or time due, whether by way of compensation, restitution, quantum meruit, or similar relief.

21 **6. INDEPENDENT CONTRACTOR.** Both parties understand and acknowledge that
22 CONSULTANT, its agents, employers and subcontractors are and shall at all times remain as to the
23 CITY wholly independent contractors. Neither the CITY nor any of its officers or employees shall
24 have any control over the manner by which the CONSULTANT performs this Agreement and shall
25 only dictate the results of the performance. CONSULTANT shall not represent that CONSULTANT
26 or its agents, employees or subcontractors are agents or employees of the CITY, and CONSULTANT
27 shall have no authority, express or implied, to act on behalf of the CITY in any capacity whatsoever as
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1 an agent, and shall have no authority, express or implied, to bind the CITY to any obligation
2 whatsoever, unless otherwise provided in this Agreement.

3 As an independent contractor, CONSULTANT shall not be eligible for any benefits, which the
4 City may provide to its employees and all persons, if any, hired by CONSULTANT shall be
5 employees or subcontractors of CONSULTANT and shall not be construed as employees or agents of
6 the CITY in any respect. CONSULTANT shall receive no premium or enhanced pay for work
7 normally understood as overtime, i.e., hours that exceed forty (40) hours per work week, or work
8 performed during non-standard business hours, such as in the evenings or on weekends.
9 CONSULTANT shall not receive a premium or enhanced pay for work performed on a recognized
10 holiday. CONSULTANT shall not receive paid time off for days not worked, whether it be in the
11 form of sick leave, administrative leave, or for any other form of absence. CONSULTANT shall pay
12 all taxes, assessments and premiums under the federal Social Security Act, any applicable
13 unemployment insurance contributions, Workers Compensation insurance premiums, sales taxes, use
14 taxes, personal property taxes, or other taxes or assessments now or hereafter in effect and payable by
15 reason of or in connection with the services to be performed by CONSULTANT. The provisions of
16 this Section 6 shall control over anything to the contrary in Exhibit A.

17 **7. STANDARD OF PERFORMANCE.** CONSULTANT represents and warrants to
18 CITY that CONSULTANT is skilled and able to provide such services described in the Scope of
19 Work and that such services shall be performed in an expeditious manner, and with the degree of skill
20 and care that is required by current, good, and sound procedures and practices. CONSULTANT
21 further agrees that the services shall be in conformance with generally accepted professional standards
22 prevailing at the time work is performed.

23 **8. PERFORMANCE BY CONSULTANT.** CONSULTANT shall not employ other
24 consultants, subconsultants, experts, or contractors without the prior written approval of the CITY.
25 Notwithstanding the foregoing, CITY shall not be obligated or liable for payment hereunder to any
26 party other than the CONSULTANT. CONSULTANT hereby designates the CONSULTANT'S
27 representative as the person primarily responsible for the day-to-day performance of
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1 CONSULTANT'S work under this Agreement. CONSULTANT shall not change the
2 CONSULTANT'S representative without the prior written consent of the CITY. Unless otherwise
3 expressly agreed by the CITY, CONSULTANT'S representative shall remain responsible for the
4 quality and timeliness of performance of the services, notwithstanding any permitted or approved
5 delegation hereunder.

6 **9. OWNERSHIP AND MAINTENANCE OF DOCUMENTS.** All documents
7 furnished by CONSULTANT pursuant to this Agreement are instruments of CONSULTANT'S
8 services in respect to this project. They are not intended nor are represented to be suitable for reuse by
9 others except CITY on extensions of this project or on any other project. Any reuse without specific
10 written verification and adoption by CONSULTANT for the specific purposes intended will be at
11 user's sole risk and without liability or legal exposure and expenses to CONSULTANT, including
12 attorney's fees arising out of such unauthorized reuse.

13 CONSULTANT'S records, documents, calculations, and all other instruments of service
14 pertaining to actual project shall be given to CITY at the completion of the project. The CITY
15 reserves the right to specify the file format that electronic document deliverables are presented to the
16 CITY.

17 Title to all plans, specifications, maps, estimates, reports, manuscripts, drawings, descriptions
18 and other final work products compiled by the CONSULTANT under the Agreement shall be vested
19 in the CITY, none of which shall be used in any manner whatsoever, by any person, firm, corporation,
20 or agency without the expressed written consent of the CITY. Basic survey notes and sketches,
21 charts, computations, and other data prepared or obtained under the Agreement shall be made
22 available, upon request, to the CITY without restriction or limitations on their use. CONSULTANT
23 may retain copies of the above-described information but agrees not to disclose or discuss any
24 information gathered, discussed or generated in any way through this Agreement without the written
25 permission of CITY during the term of this Agreement, unless required by law.

26 **10. INDEMNIFICATION.** CONSULTANT agrees to defend, indemnify and hold
27 harmless the CITY, its officers, officials, employees, agents and volunteers from and against any and
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1 all claims, demands, actions, losses, damages, injuries, and liability (including all attorney's fees and
2 other litigation expenses) arising out of the CONSULTANT's performance under the terms of this
3 Agreement. This indemnification obligation on CONSULTANT'S part shall not apply to demands,
4 actions, losses, damages, injuries, and liability arising out of sole negligence or willful misconduct on
5 the part of CITY.

6 **11. INSURANCE.** CONSULTANT shall, at its own expense, procure and maintain in
7 full force at all times during the term of this Agreement the following insurance:

8 **A. Commercial General Liability Coverage.** CONSULTANT shall maintain
9 commercial general liability insurance with limits of no less than One Million Dollars (\$1,000,000)
10 combined single limit per occurrence or Two Million Dollars (\$2,000,000) aggregate limit for bodily
11 injury, personal injury, and property damage.

12 **B. Automobile Liability Coverage.** CONSULTANT shall maintain automobile
13 liability insurance covering all vehicles used in the performance of this Agreement providing a One
14 Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury,
15 and property damage.

16 **C. Professional Liability Coverage (Errors and Omissions).** CONSULTANT
17 shall maintain professional liability insurance with coverage for all negligent errors, acts or omissions
18 committed by CONSULTANT, its agents and employees in the performance of this Agreement. The
19 amount of this insurance shall be not less than One Million Dollars (\$1,000,000) on a claims made
20 annual aggregate basis or a combined single limit per occurrence basis.

21 **D. Compliance with State Workers' Compensation Requirements.**
22 CONSULTANT covenants that it will insure itself against liability for Workers' Compensation
23 pursuant to the provisions of California Labor Code §3700, et seq. CONSULTANT shall, at all
24 times, upon demand of the City, furnish proof that Workers' Compensation Insurance is being
25 maintained by it in force and effect in accordance with the California Labor Code. The insurer shall
26 also agree to waive all rights of subrogation against the CITY, its officers, officials, employees and
27 volunteers for losses arising from work performed by CONSULTANT for CITY. This provision
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1 shall not apply upon written verification by CONSULTANT that CONSULTANT has no employees.

2 **E. Other Insurance Provisions.** The policies are to contain, or be endorsed to
3 contain the following provisions:

4 **(1) Additional Insured.** CITY, its officers, agents, employees, and
5 volunteers are to be covered as an additional insured as respects: Liability arising out of activities
6 performed by or on behalf of CONSULTANT and operations of CONSULTANT, premises owned,
7 occupied, or used by CONSULTANT. The coverage shall contain no special limitations on the scope
8 or protection afforded to CITY, its officers, officials, employees, or volunteers.

9 Except for worker's compensation and professional liability insurance, the policies mentioned
10 in this subsection shall name CITY as an additional insured and provide for notice of cancellation to
11 CITY. CONSULTANT shall also provide timely and prompt notice to CITY if CONSULTANT
12 receives any notice of cancellation or nonrenewal from its insurer.

13 **(2) Primary Coverage.** CONSULTANT'S insurance coverage shall be
14 primary insurance with respect to CITY, its officers, officials, employees, and volunteers. Any
15 insurance, risk pooling arrangement, or self-insurance maintained by CITY, its officers, officials,
16 employees, or volunteers shall be in excess of CONSULTANT'S insurance and shall not contribute
17 with it.

18 **(3) Reporting Provisions.** Any failure to comply with the reporting
19 provisions of the policy shall not affect the coverage provided to the CITY, its officers, officials,
20 employees, or volunteers.

21 **(4) Verification of Coverage.** CONSULTANT shall furnish CITY with
22 certificates of insurance and the original endorsements effecting coverage required by this Agreement.
23 The certificates and endorsements for each insurance policy are to be signed by a person authorized by
24 that insurer to bind coverage on its behalf. The aforementioned policies shall be issued by an
25 insurance carrier having a rating of Best A-7 or better which is satisfactory to the City Attorney and
26 shall be delivered to CITY at the time of the execution of this Agreement or before work commences.
27 Such policies and certificates shall be in a form approved by the City Attorney. CITY reserves the
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1 right to require complete certified copies of all required insurance policies at any time.

2 **12. TIME OF PERFORMANCE.** The time of performance of the services under this
3 Agreement is of the essence, and all time deadlines identified in this Agreement or Scope of Services
4 shall be strictly construed.

5 **13. SUSPENSION OF WORK.** CITY may, at any time, by ten (10) days' written notice,
6 suspend further performance by CONSULTANT. All suspensions shall extend the time schedule for
7 performance in a mutually satisfactory manner, and CONSULTANT shall be paid for services
8 performed and reimbursable expenses incurred prior to the suspension date. During the period of
9 suspension, CONSULTANT shall not receive any payment for services, or expenses, except for
10 reasonable administration expenses, incurred by CONSULTANT by reason of such suspension.

11 **14. TERMINATION.** CITY may terminate this Agreement for any reason upon ten (10)
12 days written notice to the other party. CITY may terminate the Agreement upon five (5) days written
13 notice if CONSULTANT breaches this Agreement. In the event of any termination, CONSULTANT
14 shall promptly deliver to the CITY any and all finished and unfinished reports or other written,
15 recorded, photographic, or visual materials, documents, data, and other deliverables ("Work
16 Materials") prepared for the CITY prior to the effective date of such termination, all of which shall
17 become CITY's sole property. After receipt of the Work Materials, CITY will pay CONSULTANT
18 for the services performed as of the effective date of the termination.

19 **15. COMPLIANCE WITH CIVIL RIGHTS.** During the performance of this contract,
20 CONSULTANT agrees as follows:

21 **A. Equal Employment Opportunity.** In connection with the execution of this
22 Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment
23 because of race, religion, color, sex, or national origin. Such actions shall include, but not be limited
24 to, the following: employment, promotion, upgrading, demotion, or transfer; recruitment or
25 recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and
26 selection for training including apprenticeship.

27 **B. Nondiscrimination Civil Rights Act of 1964.** CONSULTANT will comply
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1 with all federal regulations relative to nondiscrimination in federally assisted programs.

2 **C. Solicitations for Subcontractors including Procurement of Materials and**
3 **Equipment.** In all solicitation, either by competitive bidding or negotiations, made by
4 CONSULTANT for work to be performed under a subcontract including procurement of materials or
5 leases of equipment, each potential subcontractor, supplier or lessor shall be notified by
6 CONSULTANT of CONSULTANT’S obligation under this Agreement and the regulations relative to
7 nondiscrimination on the grounds of race, religion, color, sex, or national origin.

8 **16. CONFLICT OF INTEREST.**

9 **A.** CONSULTANT covenants and represents that neither it, nor any officer or
10 principal of its firm, has, or shall acquire any interest, directly or indirectly, which would conflict in
11 any manner with the interests of CITY or which would in any way hinder CONSULTANT’S
12 performance of services under this Agreement. CONSULTANT further covenants that in the
13 performance of the Agreement, no person having any such interest shall be employed by it as an
14 officer, employee, agent or subcontractor without the express written consent of the CITY.
15 CONSULTANT agrees to at all times avoid conflicts of interest, or the appearance of any conflicts of
16 interest, with the interests of the CITY in the performance of this Agreement.

17 **B.** CONSULTANT is not a designated employee within the meaning of the
18 Political Reform Act because CONSULTANT:

19 **(1)** Will conduct research and arrive at conclusions with respect to its rendition
20 of information, advice, recommendation or counsel independent of the control and direction of the
21 CITY or of any CITY official, other than normal contract monitoring; and

22 **(2)** Possesses no authority with respect to any CITY decision beyond the
23 rendition of information, advice, recommendation or counsel. (2 Cal. Code Regs. § 18700(a)(2).)

24 **17. COMPLIANCE WITH LAWS.** CONSULTANT shall comply with all applicable
25 Federal, State of California, and local laws, rules, and regulations and shall obtain all applicable
26 licenses, including a business license with the City of Concord, and permits for the conduct of its
27 business and the performance of the services.

1 **18. CHOICE OF LAW.** This Agreement shall be construed and interpreted in accordance
2 with the laws of the State of California, excluding any choice of law rules which may direct the
3 application of the laws of another jurisdiction. In the event that suit shall be brought by either party
4 hereunder, the parties agree that trial of such action shall be held exclusively in a state court in the
5 County of Contra Costa, California.

6 **19. NON-WAIVER.** The waiver by either party of any breach of any term, covenant, or
7 condition contained in the Agreement, or any default in their performance of any obligations under the
8 Agreement shall not be deemed to be a waiver of any other breach or default of the same or any other
9 term, covenant, condition, or obligation, nor shall any waiver of any incident of breach of default
10 constitute a continuing waiver of same.

11 **20. ENFORCEABILITY; INTERPRETATION.** In the event that any of the provisions
12 or portions of application of any of the provisions of the Agreement are held to be illegal or invalid by
13 a court of competent jurisdiction, CITY and CONSULTANT shall negotiate an equitable adjustment
14 in the provisions of the Agreement with a view toward affecting the purpose of the Agreement. The
15 illegality or invalidity of any of the provisions or portions of application of any of the provisions of
16 the Agreement shall not affect the legality or enforceability of the remaining provisions or portions of
17 application of any of the provisions of the Agreement. This Agreement shall be interpreted as though
18 it was a product of a joint drafting effort and no provisions shall be interpreted against a party on the
19 ground that said party was solely or primarily responsible for drafting the language to be interpreted.

20 **21. INTEGRATION.** All exhibits identified in this Agreement are attached hereto and
21 incorporated herein by reference. The Agreement contains the entire agreement and understanding
22 between the parties as to the subject matter of this Agreement. It merges and supersedes all prior or
23 contemporaneous agreements, commitments, representation, writings, and discussions between
24 CONSULTANT and CITY, whether oral or written.

25 **22. SUCCESSORS AND ASSIGNS: NO THIRD PARTY BENEFICIARIES; NO**
26 **JOINT VENTURE.** CITY and CONSULTANT respectively, bind themselves, their successors,
27 assigns, and legal representatives to the terms and obligations of this Agreement. CONSULTANT
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1 shall not assign or transfer any interest in the Agreement without the CITY's prior written consent,
2 which consent shall be in the CITY's sole discretion. Any attempted assignment or transfer in breach
3 of this provision shall be void. This Agreement is not intended and shall not be construed to create
4 any third party benefit. This Agreement is not intended and shall not be construed to create a joint
5 venture or partnership between the parties. CONSULTANT, its officers, employees and agents shall
6 not have any power to bind or commit the CITY to any decision.

7 **23. FINANCIAL RECORDS.** Records of CONSULTANT's direct labor costs, payroll
8 costs, and reimbursable expenses pertaining to this project covered by this Agreement will be kept on
9 a generally recognized accounting basis and made available to CITY if and when required.

10 **24. NOTICES.** All notices required hereunder shall be in writing and mailed postage
11 prepaid by certified or registered mail, return receipt requested, or by personal delivery to the CITY's
12 address as shown below, or such other places as CITY or CONSULTANT may, from time to time,
13 respectively, designate in a written notice given to the other. Notice shall be deemed received three
14 (3) days after the date of the mailing thereof or upon personal delivery.

15
16 To CITY: **Guy Bjerke, Director**
Community Reuse Planning
City of Concord
1950 Parkside Drive
Concord, CA 94519-2578
Phone: (925) 671-3076

17
18
19 To CONSULTANT: **Robert T. Battalio, P.E.**
Vice President
Environmental Science Associates
550 Kearney Street, Suite 800
San Francisco, CA 94108
Phone: (415) 896-5900

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21
22
23 **25. NON-LIABILITY.** No member of the CITY and no other officer, employee or agent
24 of the CITY shall be personally liable to CONSULTANT or otherwise in the event of any default or
25 breach of the CITY, or for any amount which may become due to CONSULTANT or any successor in
26 interest, or for any obligations directly or indirectly incurred under the terms of this Agreement.

27 **26. EXECUTION.** Each individual or entity executing this Agreement on behalf of
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1 Applicant represents and warrants that he or she or it is duly authorized to execute and deliver this
2 Agreement on behalf of Applicant and that such execution is binding upon Applicant.

3 This Agreement may be executed in several counterparts, each of which shall constitute one
4 and the same instrument and shall become binding upon the parties when at least one copy hereof
5 shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary
6 to produce or account for more than one such counterpart.

7 **IN WITNESS WHEREOF**, the parties have executed this Agreement in one (1) or more
8 copies as of the date and year first written above.

9 **CONSULTANT**

CITY OF CONCORD, a Municipal Corporation

11
12 By: _____
13 Name: Robert T. Battalio
14 Title: Vice President
15 Company: Environmental Science Associates
16 Address: 550 Kearny Street, Suite 800
17 San Francisco, CA 94108
18 Telephone: (415) 896-5900

12 By: _____
13 Name: Valerie J. Barone
14 Title: City Manager
15 Company: City of Concord
16 Address: 1950 Parkside Drive
17 Concord, CA 94519
18 Telephone: (925) 671-3150

19 APPROVED AS TO FORM:

ATTEST:

20 _____
21 City Attorney

20 _____
21 City Clerk

22 **FINANCE DIRECTOR'S CERTIFICATION:**

23 Concord, California

24 Date: _____, 2016

25 I HEREBY CERTIFY THAT ADEQUATE FUNDS EXIST OR WILL BE RECEIVED
26 DURING THE CURRENT FISCAL YEAR 2016/2017 TO PAY THE ANTICIPATED
27 EXPENSES TO BE INCURRED PURSUANT TO THIS CONTRACT.

28 THE SUM OF \$40,000. Account Code _____.

Finance Director's Signature



Exhibit A

Environmental Science Associates & Subsidiaries 2016 Scope of Work

ESA will provide technical analysis, field data collection, consultation, and coordination services in support of environmental permitting for the Concord Naval Weapons Station Reuse Project. Examples of services may include hydrologic evaluation of wetland mitigation alternatives, hydrologic and hydraulic analysis and documentation to support permit applications, consultation on hydrology, stormwater and flooding issues, meetings and site visits with City staff, the consultant team and/or state and Federal regulatory agency staff, and field data collection such as cross section surveying, stream flow gauging, groundwater monitoring, wetland assessment.

- Develop ACAD or GIS based plans developed to approximately the 35% design level to support Habitat Mitigation and Monitoring Program (HMMP) documents. The plans will include the approximate footprint of grading, general shape and configuration of the ponds and locations of pond outlets as well as the in-stream structures for the 5AT-1 Pond outlet channel. These drawings will be incorporated into the proof of concept technical memo described below and provided to HTH for use in layering on habitat restoration plant associations for the HMMP.
- Basis of design hydrology technological memo in support of the 35% design will be prepared. These reports will be based off of previous completed work on the project, which already includes much of the required information and will include the 35% design plans described above.

Exhibit A

Environmental Science Associates & Subsidiaries 2016 Schedule of Fees

I. Personnel Category Rates

Charges will be made at the Category hourly rates set forth below for time spent on project management, consultation or meetings related to the project, field work, report preparation and review, travel time, etc. Time spent on projects in litigation, in depositions and providing expert testimony will be charged at the Category rate times 1.5.

Labor Category	Level I	Level II	Level III
Senior Director	250	265	285
Director	200	215	230
Managing Associate	165	180	195
Senior Associate	140	150	160
Associate	100	120	130
Project Technicians	80	95	115

- (a) The range of rates shown for each staff category reflects ESA staff qualifications, expertise and experience levels. These rate ranges allow our project managers to assemble the best project teams to meet the unique project requirements and client expectations for each opportunity.
- (b) From time to time, ESA retains outside professional and technical labor on a temporary basis to meet peak workload demands. Such contract labor may be charged at regular Employee Category rates.
- (c) ESA reserves the right to revise the Personnel Category Rates annually to reflect changes in its operating costs.

II. ESA Expenses

A. Travel Expenses

- 1. Transportation
 - a. Company vehicle – IRS mileage reimbursement rate
 - b. Common carrier or car rental – actual multiplied by 1.15
- 2. Lodging, meals and related travel expenses – direct expenses multiplied by 1.15

B. Communications Fee

In-house costs for phone, e-mail, fax, regular postage, walk-up copier, and records retention – project labor charges multiplied by 3%

C. Printing/Reproduction Rates

Item	Rate/page
8 1/2 x 11 b/w	\$0.05
11 x 17 b/w	\$0.10
8 1/2 x 11 color	\$1.00
11 x 17 color	\$2.00
Covers	\$0.50
Binding	\$1.00
HP Plotter	\$25.00
CD	\$10.00
Digital Photography	\$20.00 (up to 50 images)

D. Equipment Rates

Item	Rate/Day	Rate/Week	Rate/Month
Project Specific Equipment:			
Vehicles – Standard size	\$ 40 ^a	\$ 180	
Vehicles – 4x4 /Truck	85		
Vehicles – ATV	125		
Laptop Computers	50	200	\$ 500
LCD Projector	200	600	
Noise Meter	50		
Electrofisher	300	1,200	
Sample Pump	25		
Field Traps	40		
Digital Planimeter	40		
Cameras/Video/Cell Phone	20		200
Miscellaneous Small Equipment	5		
Computer Time (i.e. GIS)	120 ^b		
Stilling Well / Coring Pipe (3 inch aluminum)	3/ft		
Backpack Sprayer	25		
Beach Seine	50		
Otter Trawl	100		
Wildlife Acoustics Bat Detector	125	400	
Topographic Survey Equipment:			
Auto Level	40		
Total Station	200	600	
RTK-GPS	300	1,200	
RTK-GPS Smartnet Subscription	50	200	
Trimble GPS	75	350	900
Tablet GPS	100	400	1,000
Laser Level	60		
Garmin GPS or equivalent	25		250
Hydrologic Data Collection, Water Current, Level and Wave Measurement Equipment:			
ISCO 2150 Area Velocity Flow Logger	\$ 25	\$ 100	\$ 400
Logging Rain Gage	10	40	125
Marsh-McBirney Hand-Held Current Meter	50	200	
FloWav Surface Velocity Radar	50	200	



Item	Rate/Day	Rate/Week	Rate/Month
Logging Water Level - Pressure Transducer	10	40	125
Logging Barometric Pressure Logger	10	40	125
Well Probe	20	80	
Bottom-Mounted Tripod / Mooring	25	100	400
Handheld Suspended Sediment Sampler	20		250
Water Quality Equipment:			
Logging Turbidimeter/Water Level Recorder	\$ 25	\$ 100	\$ 400
In-Situ Troll 9500 logging water quality multiprobe		200	800
Logging Temperature Probe	3	10	40
Hach Hand-Held Turbidimeter Recording Conductivity Meter w/Datalogger	50	200	
Refractometer	20	80	
YSI Hand-Held Salinity Meter or pH meter	30	120	
Hand-Held Conductivity/Dissolved Oxygen Probe (YSI 85)	40	160	
Water Quality Sonde			800
YSI 650 with 6920 Multi Probe	180	500	1500
ISCO 6712 Portable Sampler w/ISCO 2105 Module	40	250	900
Sedimentation / Geotechnical Equipment:			
Peat Corer	\$ 75	\$ 300	
60lb Helly-Smith Bedload Sampler with Bridge Crane	175	700	
Suspended Sediment Sampler with Bridge Crane	75	300	
Vibra-core	100	400	
Shear Strength Vane	50	200	
Auger (brass core @ \$ 5/each)	20	80	
Boats:			
14 foot Aluminum Boats with 15 HP Outboard Motor	\$ 100	\$ 400	
Single or Double Person Canoe	30	120	
17' Boston Whaler w/ 90 HP Outboard	500	2,000	
<small> a Actual project charges will be either the IRS mileage reimbursement rate or the daily rate, whichever is higher. b GIS computer time will be charged at \$15.00 per hour. </small>			

III. Subcontracts

Subcontract services will be invoiced at cost multiplied by 1.15.

IV. Other

There shall be added to all charges set forth above amounts equal to any applicable sales or use taxes legally levied in lieu thereof, now or hereinafter imposed under the authority of a federal, state, or local taxing jurisdiction.