



Staff Report

Date: July 12, 2016

To: City Council Sitting as the Local Reuse Authority

From: Valerie J. Barone, City Manager

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

Subject: **Considering approval of an Agreement for Professional Services with Environmental Risk Services Corporation (ERS) for the Community Reuse Project at the former Concord Naval Weapons Station (CNWS) in an amount not to exceed \$170,000 (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 Risk Services Corporation (ERS) to authorize the expenditure of up to \$170,000. The term of the Agreement is July 1, 2016 to June 30, 2017.

The ERS scope of work includes review of the Department of the Navy (DON) proposed remedies of contaminated sites, preparing a risk management plan for various conveyance methods, conducting field work to collect expanded site data for characterization refinements of Site 22, negotiating an Environmental Services Cooperative Agreement (ESCA) with the DON to allow privatization of the clean-up activities and representing the City and providing broker support in the placement of insurance coverage and selection of an environmental insurance broker.

Funding will be provided through a loan to the LRA from the General Fund that was approved and appropriated as part of the adoption of the FY 2016/2017 budget. The loan will be repaid, with interest, from land sales or leases within the former Concord Naval Weapons Station (CNWS). Total funding since 2012, including this agreement is \$700,000. The Department of Defense, Office of Economic Adjustment (OEA) provided \$70,000 of the total funding. The balance of the funding comes from a loan from the General Fund to the LRA, which will be repaid.

Recommended Action

Staff recommends the Local Reuse Authority approve an Agreement for Professional Services with ERS for a total amount of \$170,000; and authorize the Executive Director of the LRA to execute the agreement, subject to approval of the City Attorney.

Background

The LRA requires the services of engineers and scientists who specialize in hazardous waste management and risk management assessments to support technical studies and regulatory agency negotiations. ERS has been supporting the City staff since 2012 on negotiations with the DON and regulators on the arsenic clean up within Site 22 on the base, disposition phasing, risk management and environmental insurance broker selection.

ERS scope of services will be integral to the development of a disposition strategy to help direct the transfer of real property in a manner that fits with the proposed land uses of the Area Plan as amended into the General Plan, while minimizing potential liability to the City and enabling the privatizing of clean-ups using Department of Defense funding.

Analysis

The continuing tasks associated with this scope of services are described below.

Task 1. Develop and Implement a Pilot Test for Site 22 Data Collection

The LRA is considering on-site disposal of contaminated soil from Site 22 and possible privatization of the clean-up. The LRA feels the site characterization needs to be refined to support decision making on both issues. In an effort to control costs for additional data collection ERS will run a pilot test protocol to determine if certain data collection methods can meet EPA protocols and reduce collection costs of a site wide analysis.

Task 2. Support Staff Negotiations with Federal/State Regulators

Land uses proposed in the City's adopted Area Plan are supposed to be given consideration in development of remedies for soil and water contamination. ERS will support City staff in the complicated negotiations to insure that consideration is given.

Task 3. Coordination of Remedial Strategies and Contaminated Soil Disposition Risk Management/Mitigation and Transfer Strategy Support

ERS will work closely with staff in developing a contaminated soil disposition strategy that reflects remediation requirements for development parcels in the primary context of liability management through risk management/mitigation planning.

Specific tasks associated with ERS scope of work this fiscal year include:

- Support City Team in coordination with Crystal Insurance Brokers for definition of insurance requirements and policy selection.

- Support risk management perspectives in support of EDC negotiations with the Navy over value.
- Support City Team in discussions with state and Federal environmental/health agencies on site cleanup.
- Support Garrity and Knisely on FOST1 and future FOST's or early transfer.

Financial Impact

LRA staff is requesting the LRA approve an Agreement for Professional Services with ERS in an amount not to exceed \$170,000.

Funding will be provided through a loan to the LRA from the General Fund that was approved and appropriated as part of the adoption of the FY 2016/2017 budget. The loan will be repaid, with interest, from land sales or leases within the former Concord Naval Weapons Station (CNWS). Total funding since 2012, including this agreement is \$700,000. The Department of Defense, Office of Economic Adjustment (OEA) provided \$70,000 of the total funding. The balance of the funding comes from a loan from the General Fund to the LRA, which will be repaid.

Public Contact

The Agenda has been posted in accordance with legal requirements.

Attachment

1. Agreement with Environmental Risk Services Corporation

AGREEMENT FOR PROFESSIONAL SERVICES

1 THIS AGREEMENT ("Agreement") is entered into on July 1, 2016 between the City of
2 Concord ("CITY") and Environmental Risk Services Corporation, 1515 Oakland Blvd, Suite 250,
3 Walnut Creek CA 94596, ("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 One Hundred
17 Seventy Thousand Dollars (**\$170,000**) for basic services rendered, as more particularly described in
18 Exhibit A, in accordance with the terms and conditions included therein. Any Amendment to this
19 Agreement that includes an increase to this compensation amount shall be made in accordance with
20 Section 5 below.

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

1 **4. AUTHORIZED REPRESENTATIVES.** Authorized representatives shall represent
2 CITY and CONSULTANT in all matters pertaining to the services to be ordered by CITY or rendered
3 by CONSULTANT under this Agreement except where approval for the CITY is specifically required
4 by the City Council. The CITY's authorized representative is Guy Bjerke, Director of Community
5 Reuse Planning. The CONSULTANT's authorized representative is Mark O'Brien, Chief Executive
6 Officer.

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

13 **A. Amendment for Additional Compensation.** CITY's Authorized
14 Representative is authorized to execute amendments to the Agreement on behalf of CITY, including
15 amendments providing for additional compensation to CONSULTANT not to exceed Fifty Thousand
16 Dollars (\$50,000) during the fiscal year, including the base contract amount, throughout the term of
17 this Agreement. Any additional compensation to CONSULTANT that is Fifty Thousand Dollars
18 (\$50,000) or more for the fiscal year, including the base contract amount, must be approved by City
19 Council.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10 **16. CONFLICT OF INTEREST.**

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

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

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

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

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

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

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

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

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

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

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

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

18 To CITY:

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

22 To CONSULTANT:

**Mark O'Brien
Chief Executive Officer
Environmental Risk Services Corporation
1515 Oakland Blvd, Suite 250
Walnut Creek, CA 94596
Phone: (925) 938-1600**

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

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

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

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

12 **CONSULTANT**

CITY OF CONCORD, a Municipal Corporation

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14
15 By: _____
16 Name: Mark O'Briend
17 Title: Chief Executive Officer
18 Company: Environmental Risk Services Corp.
19 Address: 1515 Oakland Blvd, Suite 250
20 Walnut Creek, CA 94596
21 Telephone: (925) 938-1600

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

22 APPROVED AS TO FORM:

ATTEST:

23 _____
City Attorney

City Clerk

24 FINANCE DIRECTOR'S CERTIFICATION:

25 Concord, California

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28 Date: _____, 2016

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I HEREBY CERTIFY THAT ADEQUATE FUNDS EXIST OR WILL BE RECEIVED
DURING THE CURRENT FISCAL YEAR 2016/2017 TO PAY THE ANTICIPATED
EXPENSES TO BE INCURRED PURSUANT TO THIS CONTRACT.
THE SUM OF \$170,000. Account Code _____.

Finance Director's Signature

Environmental Risk Services
Scope of Work
July 1, 2016 - June 30, 2017

Task 1. Develop and Implement a Pilot Test for Site 22 Data Collection

The LRA is considering on-site disposal of contaminated soil from Site 22 and possible privatization of the clean-up. The LRA feels the site characterization needs to be refined to support decision making on both issues. In an effort to control costs for additional data collection ERS will run a pilot test protocol to determine if certain data collection methods can meet EPA protocols and reduce collection costs of a site wide analysis.

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