

**REPORT TO MAYOR AND COUNCIL
SITTING AS THE LOCAL REUSE AUTHORITY****TO THE HONORABLE MAYOR AND COUNCIL
SITTING AS THE LOCAL REUSE AUTHORITY:**

DATE: November 18, 2014

SUBJECT: APPROVE A MASTER AGREEMENT FOR PROFESSIONAL SERVICES 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 WITH ENGINEERING SCIENCE ASSOCIATES (ESA) NOT TO EXCEED \$20,000. TOTAL FUNDING FOR ESA SINCE 2008 IS \$220,300.

Report in Brief

Staff is recommending that the Local Reuse Authority (LRA) approve a Master Agreement for Professional Services with Engineering Science Associates (ESA) to continue conceptual flood management planning and restoration planning for Mt. Diablo Creek to support site wide permits for sensitive habitat and species on the Concord Naval Weapons Station (CNWS). The agreement will also provide hydrologic and hydraulic engineering support for mitigation of jurisdictional wetlands. The funding will come from the loan from the General Fund approved and appropriated as part of the Council's adoption of the FY 2014/2015 budget. Total funding for ESA since 2008 is \$220,300 with funding sources from OEA, state grants and the former Redevelopment Agency. The loan from the General Fund will be repaid with interest from land sales upon transfer of the former Concord Naval Weapons Station.

Background

Adopting the City's Preferred Alternative as the Reuse Plan was a major work effort for the LRA. 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.

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CONCORD NAVAL WEAPONS STATION WITH ENGINEERING SCIENCE
ASSOCIATES (ESA) NOT TO EXCEED \$20,000. TOTAL FUNDING FOR ESA
SINCE 2008 IS \$220,300**

November 18, 2014

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Discussion

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 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 regulatory agency staff, and field data collection such as cross section surveying, stream flow gauging, and/or groundwater monitoring.

Fiscal Impact

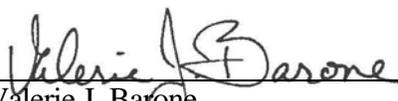
Funding for this professional services agreement is provided by a loan from the General Fund, approved and appropriated by the Council as part of the adoption of the FY 2014/2015 budget. The loan will be repaid with interest from land sales upon transfer of the former Concord Naval Weapons Station.

Public Contact

Agenda has been posted in accordance with legal requirements.

Recommendation for Action

Staff recommends the City Council sitting as the Local Reuse Authority authorize the LRA Executive Director to execute the Master Agreement for Professional Services with ESA for a total amount of \$20,000.



Valerie J. Barone
City Manager
Valerie.barone@cityofconcord.org

Prepared by: Michael W. Wright
Executive Director, Local Reuse Authority
Michael.Wright@cityofconcord.org

AGREEMENT FOR PROFESSIONAL SERVICES

1 THIS AGREEMENT ("Agreement") is entered into on November 18, 2014 between the City
2 of Concord ("CITY") and ESA, 550 Kearny Street, Suite 800, San Francisco, CA 94108
3 ("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 August 1, 2014 and expire on July 31,
11 2015.

12 A. **Extension of Term.** Upon mutual written agreement by the parties, the term of
13 this Agreement may be extended for an additional period of one year each commencing upon the
14 expiration of the initial or extended term, subject to the same terms and conditions of this Agreement.
15 CONSULTANT shall give written notice of its request for extension of the term of the Agreement to
16 the City's Authorized Representative, as identified in Section 4 below, at least thirty (30) days prior to
17 expiration of the initial or extended term.

18 The extension(s) of the term of this Agreement shall be subject to a review of
19 CONSULTANT'S performance in accordance with the terms and conditions of this Agreement and
20 shall be subject to City approval. Such extension of time shall be in writing by a duly executed
21 Amendment to this Agreement.

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

26 3. **PAYMENT.** The compensation to be paid to CONSULTANT including payment for
27 professional services and reimbursable expenses, shall be at the rate and schedules in detail in
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1 Exhibit A. However, shall in no event shall the amount CITY pays CONSULTANT exceed Twenty
2 Thousand Dollars (\$20,000.00) for the term of this Agreement. Any Amendment to this Agreement
3 that includes an increase to this compensation amount shall be made in accordance with Section 5
4 below.

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

11 **4. AUTHORIZED REPRESENTATIVES.** Authorized representatives shall represent
12 CITY and CONSULTANT in all matters pertaining to the services to be ordered by CITY or rendered
13 by CONSULTANT under this Agreement except where approval for the CITY is specifically required
14 by the City Council. The CITY's authorized representative is Michael Wright, Executive Director of
15 the Local Reuse Authority. The CONSULTANT's authorized representative is Robert T. Battalio,
16 Project Manager.

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

23 **A. Amendment for Additional Compensation.** CITY's Authorized
24 Representative is authorized to execute amendments to the Agreement on behalf of CITY, including
25 amendments providing for additional compensation to CONSULTANT not to exceed \$50,000 during
26 the fiscal year, including the base contract amount, throughout the term of this Agreement. Any
27 additional compensation to CONSULTANT that is \$50,000 or more for the fiscal year, including the
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1 base contract amount, must be approved by City Council.

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

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

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

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

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

16 **9. OWNERSHIP AND MAINTENANCE OF DOCUMENTS.** Title to all plans,
17 specifications, maps, estimates, reports, manuscripts, drawings, descriptions and other final work
18 products compiled by the CONSULTANT under the Agreement shall be vested in the CITY, none of
19 which shall be used in any manner whatsoever, by any person, firm, corporation, or agency without
20 the expressed written consent of the CITY. Basic survey notes and sketches, charts, computations,
21 and other data prepared or obtained under the Agreement shall be made available, upon request, to the
22 CITY without restriction or limitations on their use. CONSULTANT may retain copies of the above-
23 described information but agrees not to disclose or discuss any information gathered, discussed or
24 generated in any way through this Agreement without the written permission of CITY during the term
25 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 full
7 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 dollar (\$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 To CITY: **Michael Wright, Executive Director**
16 **Local Reuse Authority**
17 **City of Concord**
18 **1950 Parkside Drive**
19 **Concord, CA 94519-2578**
20 **Phone: (925) 671-3019**

21 To CONSULTANT: **Robert T. Battalio, P.E.**
22 **Vice President**
23 **ESA**
24 **550 Kearny Street, Suite 800**
25 **San Francisco, CA 94108**
26 **Phone: (415) 896-5900**

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

26. EXECUTION. Each individual or entity executing this Agreement on behalf of

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: Project Manager
15 ESA
16 Address: 550 Kearny Street, Suite 800
17 San Francisco, CA 94108
18 Telephone: (415) 896-5900

11
12 By: _____
13 Name: Valerie J. Barone
14 Title: City Manager
15 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 _____
22 City Attorney

20
21 _____
22 City Clerk

23 FINANCE DIRECTOR'S CERTIFICATION:

24 Concord, California

25
26 Date: _____, 2014
27
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1 I HEREBY CERTIFY THAT ADEQUATE FUNDS EXIST OR WILL BE RECEIVED
2 DURING THE CURRENT FISCAL YEAR 2014/15 TO PAY THE ANTICIPATED
3 EXPENSES TO BE INCURRED PURSUANT TO THIS CONTRACT.
4 THE SUM OF **\$20,000.00**. Account Code 4009500C999-4002011111-63800.

5 _____
6 Finance Director's Signature
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27 This signature page is part of this agreement to the Master Agreement for Professional Services entered into on
28 November 28, 2014 by and between the City of Concord, a municipal corporation, (hereinafter "City") and ESA (the
"CONSULTANT").



550 Kearny Street
Suite 800
San Francisco, CA 94108
415.896.5900 phone
415.896.0332 fax

www.esassoc.com

ESA Scope of Services

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 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 regulatory agency staff, and field data collection such as cross section surveying, stream flow gauging, and/or groundwater monitoring.

Services will be provided as-needed basis and billed on a time and materials basis up to the total authorized contract amount.



Environmental Science Associates & Subsidiaries 2014 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	225	240	255
Director	190	205	215
Managing Associate	155	170	185
Senior Associate	130	140	150
Associate	95	110	120
Project Technicians	75	90	110

- (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	\$1.50
Covers \$0.50	
Binding \$1.00	
HP Plotter	\$25.00
CD \$10.0	0
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		
Laptop Computers	50	200	\$ 500
LCD Projector	200	600	
Noise Meter	50		
Electrofisher 300		1,200	
Sample Pump	25		
Auto Level	40		
Total Station	200	600	
RTK-GPS 300		1,200	
RTS-GPS Smartnet Subscription	50	200	
Field Traps	40		
Digital Planimeter	40		
Cameras/Video/Cell Phone	20		200
Miscellaneous Small Equipment	5		
Computer Time (i.e. GIS)	120 ^b		
Trimble GPS	75	350	900
Tablet GPS	100	400	1,000
Laser Level	60		
Garmin GPS or equivalent	25		250
Stilling Well / Coring Pipe (3 inch aluminum)	\$3/ft		
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	
Logging Water Level - Pressure Transducer	10	40	125



Item	Rate/Day	Rate/Week	Rate/Month
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	
^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.			

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.