

RESOLUTION NO. OB 2014-02

RESOLUTION OF THE OVERSIGHT BOARD TO FORT BRAGG REDEVELOPMENT SUCCESSOR AGENCY AFFIRMING A PROFESSIONAL SERVICES AGREEMENT WITH SCA ENVIRONMENTAL, INC. FOR ENVIRONMENTAL CONSULTING SERVICES RELATED TO THE GEORGIA-PACIFIC MILL SITE REMEDIATION PROJECT

WHEREAS, the Oversight Board to the Fort Bragg Redevelopment Successor Agency is responsible for scrutinizing the Successor Agency's actions and its determination of which obligations are enforceable; and

WHEREAS, the Oversight Board to the Fort Bragg Redevelopment Successor Agency has previously determined that the Fort Bragg Redevelopment Agency's professional services agreement with Fugro Consultants, Inc. to services related to the Mill Site Remediation process under the Polanco Redevelopment Act as approved on November 1, 2007 is an enforceable obligation; and

WHEREAS, the professional services agreement between the Fort Bragg Redevelopment Agency and Fugro Consultants, Inc. has been ongoing and is listed on the Fort Bragg Redevelopment Successor Agency's Recognized Obligation Payment Schedule; and

WHEREAS, Glenn S. Young, Manager, Environmental Services for Fugro Consultants, Inc. has served as the primary environmental consultant under the professional services agreement and has overseen the services of subcontractor Mark Stelljes, a toxicologist with SLR International to assist the Fort Bragg Redevelopment Successor Agency and, prior to its dissolution, the Fort Bragg Redevelopment Agency with its oversight of the Georgia-Pacific Mill Site Remediation Project; and

WHEREAS, Mr. Young has recently transitioned from Fugro Consultants, Inc. to SCA Environmental, Inc. where he is presently employed as a Principle Geologist; and

WHEREAS, on February 10, 2014, the Fort Bragg Redevelopment Successor Agency adopted Resolution No. RS05-2014 finding that in order to continue fulfilling its obligations for oversight of the Georgia Pacific Mill Site Remediation Project under the Polanco Redevelopment Act it is necessary to continue to access Mr. Young's expertise and therefore, it is necessary to enter into a Professional Services Agreement with SCA Environmental, Inc.; and

WHEREAS, on February 10, 2014, the Governing Board of the Fort Bragg Successor Agency adopted Resolution No. RS 05-2014 approving a Professional Services Agreement with SCA Environmental, Inc. for environmental consulting services related to the Georgia-Pacific Mill Site Remediation Project ("Exhibit A");

NOW, THEREFORE, BE IT RESOLVED that the Oversight Board to the Fort Bragg Redevelopment Successor Agency does hereby affirm the Fort Bragg Redevelopment Successor Agency's action to approve a Professional Services Agreement with SCA Environmental, Inc. for environmental consulting services related to the Georgia-Pacific Mill Site Remediation Project in a form as shown in Exhibit A, attached.

The above and foregoing Resolution was introduced by Board Member Tichinin, seconded by Board Member Knopp, and passed and adopted at a regular meeting of the Oversight Board to Fort Bragg Redevelopment Successor Agency held on the 27th day of February 2014, by the following vote:

AYES: Board Members Cimolino, Deitz, Knopp, Tichinin, and Chair Turner.
NOES: None.
ABSENT: Board Member Allen.
ABSTAIN: None.



Dave Turner,
Chair

ATTEST:


Cynthia M. VanWormer, MMC
Oversight Board Secretary

AGREEMENT FOR ENVIRONMENTAL CONSULTING SERVICES

This Agreement for Environmental Consulting Services (hereinafter "Agreement") is made this 10th day of February, 2014, by and among the Fort Bragg Redevelopment Successor Agency ("Client"), Meyers Nave Riback Silver & Wilson ("Client's Attorneys") and SCA Environmental, Inc. ("Consultant").

1. Recitals.

A. **WHEREAS**, Consultant is engaged in the business of providing professional environmental, engineering, and consulting services; and

B. **WHEREAS**, Client has hired Client's Attorneys to provide legal advice related to the use or disposition of the former Georgia Pacific Lumber Mill in the Fort Bragg Redevelopment Project Area ("Site"); and

C. **WHEREAS**, Client's Attorneys have retained Consultant to review existing Site data, and possibly to conduct certain environmental investigations, removal or remedial actions at the Site. Consultant possesses the necessary engineering and technical expertise to translate the technical information concerning the Site into a form that is readily comprehensible to Client; and

D. **WHEREAS**, the work that will be performed by Consultant is and will be an essential aid to rendering effective legal services to Client.

NOW, THEREFORE, for mutual consideration the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

2. Scope and Execution of Services.

A. Consultant will diligently perform the tasks outlined in the agreed Scope of Services which is attached hereto as Exhibit "A" (the "Work") to this Agreement and incorporated into this Agreement by this reference, and will submit results thereon in a timely manner. The scope of Exhibit "A" may be expanded from time to time.

B. Representatives of Consultant will regularly meet and consult with Client or Client's Attorneys pursuant to the scope of work in Exhibit "A" on the status and results of the Work and will submit written and verbal reports to Client to the extent necessary to keep Client fully informed on the status of the Work.

C. Consultant will maintain full and accurate records and books of account necessary to document: (i) all activities undertaken by or on behalf of Consultant in the course of the Work, including, but not limited to, all testing, sampling, drilling and other services performed by Consultant, its agents and subcontractors; and (ii) all charges, expenses and disbursements incurred by Consultant, its agents or subcontractors in performing the Work. Consultant will make such books and records available to Client upon request during normal business hours.

D. Consultant will submit all invoices to Client. Invoices must specify the actual costs incurred during the billing period. Invoices for consulting services must reference the specific task for which the costs were incurred. In addition, invoices must include a breakdown for: (i) direct labor costs; (ii) indirect costs; (iii) time spent on each item on the invoice; (iv) travel expenses; (v) equipment use; (vi) materials and supplies; and (vii) subcontractor work. Except as specifically authorized by Client, Consultant shall not bill Client for duplicate services performed by more than one person.

E. Consultant shall perform its services hereunder in strict compliance with applicable federal, state and local laws and regulations.

F. Prior to construction by Consultant of any facilities on the Site that are expected to remain in place for thirty (30) days or more, Consultant must (1) provide Client with plans and specifications for the location of such facilities; and (2) obtain prior written consent from Client regarding such construction.

G. Consultant will submit drafts of all reports and testing results to Client and Client's Attorneys for review ten (10) working days prior to the date on which they must be mailed to the applicable governmental agency(ies). Client and Client's Attorneys agree to review the documents in a reasonable timeframe in order to give Consultant time to make any necessary corrections or changes.

H. Consultant shall: (i) inspect the Site (and land in the vicinity of the Site) in order to determine and be satisfied as to the nature, extent and location of any dangerous or unsafe conditions on and in the vicinity of the Site, and (ii) instruct its employees regarding appropriate safety practices and procedures in connection with any dangerous or unsafe conditions that may be encountered, all pursuant to a Right of Entry to the Site to be obtained by Client from the owner of the Site.

3. Term.

The term of this Agreement shall commence on the date hereof and shall continue until the Work is completed or the final payment due Consultant for its services hereunder is paid, whichever occurs later, or unless terminated in accordance with section 4.

4. Termination.

A. Client may terminate this Agreement at any time with or without cause by giving Consultant notice of such termination. If Consultant is in the process of preparing a report or analyzing testing results, Consultant shall complete the task if Client, in its sole discretion, requests that the task be completed.

B. Consultant will deliver to Client's Attorneys all writings prepared by it pursuant to this Agreement. The term "writings" means and includes: handwriting, typewriting, printing, photostating, photographs, field notes, electronic data and every other means of recording upon any tangible thing, and form of communication or representation, including letters, words, pictures, sounds or symbols, or combinations thereof. Client shall have full

ownership and control of all such writings or other communications delivered by Consultant pursuant to this Agreement.

C. Client shall pay Consultant the reasonable value of services rendered by Consultant up to the date of termination, but not to exceed the amount documented by Consultant as a percentage of task completion; provided however, that no payment hereunder may exceed the amount budgeted for each task; and further provided, that Client will not in any way be liable for lost profits which might have been made by Consultant in the future had Consultant completed the services required in Exhibit "A." Acceptance of payment described in this paragraph will constitute a complete accord and satisfaction among the parties. The foregoing is cumulative and does not affect any right or remedy which Client may have in law or equity.

5. Terms and Payment

A. Client agrees to pay Consultant for labor as provided in the rate sheet attached to Exhibit "A" and direct expenses as defined below.

B. Client will pay Consultant's Direct Expenses which are those necessary costs and charges incurred for the work including, but not limited to: (i) the direct costs of transportation, meals and lodging, mail, subcontracts and outside services; (ii) special Client approved work specific insurance, letters of credit, bonds, and equipment; (iii) Consultant's laboratory tests and analysis, printing and reproduction services, and certain field equipment; and (iv) Consultant's standard project charges for special health and safety requirements of OSHA and telecommunications services. Consultant may include a markup of no more than ten percent (10%) on subcontracts and outside services, but may not apply a mark up to travel costs or laboratory tests or analysis.

C. Consultant and Client acknowledge and agree that compensation paid by Client to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. Client therefore has no responsibility for such contributions beyond compensation required under this Agreement.

D. Monthly invoices will be issued by Consultant for all work performed under this Agreement. Invoices are due and payable within thirty (30) days of receipt. Interest at a rate of one percent (1%) per month, or that permitted by law if lesser, will be charged on all past-due amounts starting thirty (30) days after receipt of invoice. Payments will first be credited to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested will be withheld from payment, and the undisputed portion will be paid. Client will exercise reasonableness in contesting any bill or portion thereof. No interest will accrue on any contested portion of the billing until mutually resolved. Monthly invoices must include the total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder, as well as a separate

notice when the total number of hours of work by Consultant and any agent or subcontractor of Consultant reaches or exceeds 500 hours.

E. All Information and communications shall be and will remain the property of Client, and Consultant shall promptly deliver one copy of the same to Client upon request. Consultant may make copies of such information and communications for its own records at its own expense; however, such action shall be subject to the general confidentiality obligations set forth in this Agreement.

F. Final payment will be made to Consultant only upon receipt of lien releases or waivers from Consultant and Consultant's subcontractors.

6. Professional Standards. Consultant represents and warrants that it shall provide services in accordance with generally accepted professional practices in its field-of specialty.

7. Confidentiality.

A. Consultant understands that Consultant, its agents, and subcontractors have been and may be granted access to the Site pursuant to a Right of Entry to the Site to be obtained by Client from the owner of the Site and to certain confidential information of Client or the property owner even though Client does not own the Site in the course of performing the Work. All records and information regarding Client and the Site, that are of a confidential nature, including, without limitation, technical data concerning the physical properties of the Site and Client's Attorneys' theories and plans regarding Client's defense or cost recovery constitute "Confidential Information" for purposes of this Agreement. Consultant agrees to hold this information in strictest confidence, and further agrees not to disclose or permit disclosure to any person or entity other than Client or Client's Attorneys. Consultant will not make any unauthorized use of any Confidential Information without the prior written consent of Client or Client's Attorneys.

B. Consultant's obligation of confidentiality shall not apply to disclosures compelled by law, an order of a court or a subpoena, in which event Consultant shall immediately notify Client and Client's Attorneys of the circumstances requiring disclosure and refrain from disclosure for the maximum period of time allowed by law so that Client's Attorneys may procure a protective order or take other actions to protect the confidentiality of the information. The confidentiality obligations set forth in this section shall survive the termination or expiration of this Agreement for a period of ten (10) years following termination. The provisions of this section shall not apply to information in whatever form which (i) is published or comes into the public domain by direction of Client; (ii) is obtained outside the parameters of this Agreement; (iii) is furnished by or obtained from a third party who is under no obligation to keep the information confidential; or (iv) is required to be disclosed by law or order or pursuant to a subpoena by a court, administrative agency or other authority with proper jurisdiction, provided that

such information may be released only after Client has had the opportunity to assert any and all privileges and the court, administrative agency, or other authority has ruled that the privilege does not apply.

8. Insurance.

A. Throughout the term of this Agreement (without regard to the time periods set out in Exhibit "A"), Consultant and Consultant's Subcontractors shall obtain and maintain at least the minimum insurance coverages listed below. The cost of such insurance shall be included in the Consultant's bid.

(1) Worker's Compensation and Employers' Liability Insurance, up to the statutory limit, but in no case less than \$1,000,000. The insurer shall waive all rights of subrogation against Client and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

(2) "Any Auto" Automobile Liability, with a minimum coverage of \$1,000,000 Combined Single Limit.

(3) Professional Liability, with a minimum per claim limit of \$1,000,000 and \$2,000,000 Aggregate. Any deductible or self-insured retention shall not exceed \$150,000 per claim.

(a) The following provisions shall apply if the professional liability coverage is written on a claims-made form:

(i) The retroactive date of the policy must be shown and must be before the date of the Agreement.

(ii) Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as it is commercially available at reasonable rates.

(iii) If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. Client shall have the right to exercise, at the Consultant's sole cost and expense, any extended reporting provisions of the policy, if the Consultant cancels or does not renew the coverage.

(iv) A copy of the claim reporting requirements must be submitted to Client prior to the commencement of any work under this Agreement.

(4) "Occurrence" Commercial General Liability Insurance with minimum General Aggregate Coverage of \$2,000,000 and the following other coverages and Endorsements:

(a) Fire Damage, minimum coverage of \$50,000;

- (b) Medical Expense, minimum coverage of \$5,000;
- (c) Personal & Advertising Injury \$1,000,000;
- (d) Products/Completed Operations \$1,000,000; and
- (e) "XCU" Hazard Endorsement.

B. Consultant and Consultant's subcontractors shall arrange for the Fort Bragg Redevelopment Agency to be named as an Additional Insureds on the above GL and Excess Insurance policies (item A. 4 above).

C. A certified endorsement shall be attached to all insurance obtained pursuant to this Agreement stating that coverage (items A.1 - A.4) shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to Client.

D. This Agreement is expressly contingent upon these insurance requirements being met, and this Agreement shall not be complete and no work may commence until Consultant and Consultant's subcontractors have provided adequate proof of these insurances and Additional Named Insured status via a Certificate of Liability Insurance and the Additional Insured Endorsements from a reputable and properly licensed insurance broker. Client and Client's Attorneys also reserve the right to request and receive copies of the actual Insurance Policies and Additional Insured Endorsements from the insurer.

E. A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to Client and its officers, officials, employees and agents, and that no insurance or self-insurance maintained by Client will be called upon to contribute to a loss under the coverage.

9. Indemnification. Consultant agrees to indemnify, protect, defend with Counsel selected by Client and reasonably approved by Consultant, and hold harmless Client, its officials, officers, employees and agents, including Client's Attorneys, from and against any and all judgments, claims, expenses, causes of actions, damages, liability (including reasonable attorneys' fees and costs) arising from the wrongful act, omission or negligence of Consultant, its employees, subcontractors or agents, except as caused by the sole or gross negligence of Client.

A. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a Court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of Client, Consultant shall indemnify, defend, and hold harmless Client for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be Client's responsibility.

10. **Services During Construction.** Client and Consultant agree that the scope of Consultant's responsibilities at the Site is defined in Exhibit "A," except that in accordance with generally accepted practices, Consultant will be required to assume sole and complete responsibility for Site conditions during the course of construction on the Site related to the Work, including safety of all persons and property and that this responsibility shall be continuous and is not limited to normal working hours.

11. **Compliance With Laws.** Client and Consultant shall each use reasonable care in their efforts to comply with laws, codes, ordinances and regulations in force at the time of the performance of this Agreement, insofar as such laws are applicable to a party's performance. Unless otherwise provided for in Exhibit "A" to this Agreement or by law, the responsibility for making all disclosures or reports to any third party, for notifying all governmental authorities of the discovery of Hazardous Materials on the job site, and for taking corrective, remedial, or mitigative action shall be solely that of Client. Client will pay the costs of checking and inspection fees, zoning application fees, soils engineering fees, testing fees, surveying fees, all legal services incurred by Client in connection with the project, all environmental impact report and energy assessment fees and all other fees, permits, and bond premiums, not specifically covered by the terms of this Agreement.

12. **Use of Documents.** All reports and writings are to be furnished to Client, and Client assumes responsibility for the further distribution of such writings, or any portion of them unless the parties agree to another distribution method on a case by case basis. Consultant shall not distribute any reports and writings without the express consent of Client or Client's Attorneys. In no event will Client or any person acting on its behalf edit, abridge or modify any final version of a report, drawing or specification prepared by Consultant without Consultant's express written consent.

13. **Liability for Underground Utilities.** In the event Consultant is asked to perform certain and specified underground exploration related to soil and groundwater contamination, and the Work involves soil excavation and/or exploratory drilling, Consultant and its subcontractors will exercise professional diligence in avoiding subsurface utilities, piping, facilities, and obstructions during drilling or earth removal. The preferred sites for excavation or drilling activities will be identified on the basis-of geological, hydrologic, and engineering considerations.

14. **Restrictions Against Transfer.**

A. The obligations of Consultant set forth in this Agreement are personal obligations, and Client, in entering into this Agreement, is relying upon Consultant's expertise and knowledge in performing its obligations. For the foregoing reasons, Consultant shall not assign this Agreement, or otherwise transfer its rights or obligations hereunder, or subcontract any of the Work without the prior written approval of Client (other than to SLR International Corp. which is approved by

client), which may be withheld in the sole discretion of Client. In the event of an approved assignment, subcontract or other transfer of obligations under this Agreement, Consultant shall remain jointly and severally and primarily liable with the assignee, subcontractor or transferee to perform all the obligations under this Agreement or, in the event that any such assignee, subcontractor or transferee is not required to be bound under the provisions of this Agreement, Consultant shall be wholly liable for any liability relating to or arising out of the acts or omissions of the assignee, subcontractor or transferee. Prior to engaging in a permitted assignment or subcontract, Consultant shall first secure the written agreement of the subcontractor or assignee that such party shall (i) assume and agree to be bound by the same obligations as Consultant has assumed under the provisions of this Agreement, unless Client shall, in writing, state that such assumption or agreement shall not be required, and (ii) not be or act as an agent or employee of Client or Client's Attorneys, nor assume or create any commitment or obligation on behalf of Client or Client's Attorneys, nor bind Client in any respect whatsoever. Consultant shall provide Client's Attorneys a copy of such agreement.

B. Client may assign this Agreement to an affiliate or to the City of Fort Bragg in its sole discretion and without the approval of Consultant. For purposes of this Agreement, an "affiliate" means any entity which is connected to Client (i.e. a Joint Powers Agency in which Client is a member agency). In the event any affiliate transmits a Work Authorization to Consultant which is accepted by Consultant, such Work Authorization and this Agreement shall be deemed a binding agreement between Consultant and such affiliate.

C. Consultant agrees that it will not change project managers identified in its Statement of Qualifications without Client's prior written consent.

15. Resolution of Disputes. Any controversy, claim or dispute shall be construed and enforced in accordance with the laws of the State of California. In any legal proceedings brought to enforce or interpret any of the terms or conditions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to the costs of suit. Any legal disputes brought in connection with this Agreement must be brought in Mendocino County or if in federal court, the Northern District of California.

16. Miscellaneous Provisions.

A. Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from the City of Fort Bragg.

B. Modifications. No supplement, modification or amendment of this Agreement will be binding unless executed in writing and signed by all parties.

C. Waiver. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

D. Events Beyond Control of Consultant. Any delay or default in the performance of any obligation of Consultant under this Agreement resulting from any cause(s) beyond Consultant's reasonable control shall not be deemed a breach of this Agreement. The occurrence of any such event shall suspend the obligations of Consultant as long as performance is delayed or prevented thereby, and the fees due hereunder shall be equitably adjusted. Any failure to obtain any permit or approval because any agency refuses to issue any permit or approval applied for, will not be construed as a breach of this Agreement.

E. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Client and Consultant shall survive the termination of this Agreement.

F. Notice. Any written notice, report, or other communication required or permitted to be given under this Agreement shall be deemed sufficiently given when delivered personally or upon deposit in the United States mail, with first-class postage affixed, or when sent by established courier, addressed to the parties as follows or upon sending of a facsimile with confirmation of receipt, sent to the following telephone numbers:

"Client: Fort Bragg Redevelopment Successor Agency
Attention: Linda Ruffing
416 N. Franklin Street
Fort Bragg, California 95437
Facsimile: (707) 961-2802

"Client's Attorneys:" MEYERS NAVE RIBACK SILVER & WILSON
Attention: David S. Warner
555 Fifth Street, Suite 320
Santa Rosa, California 95401
Facsimile: (707) 545-6117

"Consultant:" SCA Environmental, Inc.
Attention: Glenn Young, PG, LEED AP
650 Delancey Street, #222
San Francisco, CA 94107

G. Any records or documents that Section 2.0 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon Client's oral or written request. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at Client's request or as part of any audit of the City of Fort Bragg, for a period of three (3) years after final payment under the Agreement.

H. Independent Contractor.

(1) At all times, during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of the Client or Client's Attorneys. Client

shall have the right to consult Consultant only insofar as the results of the services rendered pursuant to this Agreement. Client will not have the right to control the means by which Consultant accomplishes the services rendered pursuant to this Agreement, and will, therefore, not be responsible for willful or negligent acts of Consultant. Client will not be charged with the responsibility of preventing risk or injury to Consultant.

(2) Consultant will pay, when and as due, any and all taxes incurred as a result of the compensation hereunder, including estimated taxes. Consultant hereby indemnifies Client for any claims, losses, costs, fees, liabilities, damages or injuries suffered by the Client arising out of Consultant's breach of this section.

(3) Notwithstanding any other federal, state or local policy, rule, regulations, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by Client, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of Client and entitlement to any contribution to be paid by Client for employer contributions and/or employee contributions for PERS benefits.

I. Conflict of Interest.

(1) Consultant warrants that it is not a party to any other existing or previous agreements which would prevent Consultant from entering into this Agreement or would adversely affect Consultant's ability to perform the Work. Consultant shall not enter into any contracts with any other person having an actual or potential interest in the Site without Client's prior written approval, or otherwise perform services for any person, firm or corporation other than Client if such services could lead to a conflict with Consultant's obligations under this Agreement.

(2) Consultant may serve other clients, but none whose activities within Fort Bragg or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

(3) Consultant shall not employ any Client official in the work performed pursuant to this Agreement. No officer or employees of Fort Bragg shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

(4) Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the Client. If Consultant was an employee, agent, appointee, or official of the Client in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of his Agreement. Consultant understands that, if this Agreement is made in violation of California Government Code §1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this agreement, including reimbursement expenses,

and Consultant will be required to reimburse Client for any sums paid to the Consultant.

Consultant understands that, in addition to the forgoing, it may be subject to criminal prosecution for a violation of California Government Code §1090 and, if applicable, will be disqualified from holding public office in the State of California.

J. Construction. This Agreement shall not be construed more strictly against one party than against any other party, but shall be construed as if all parties prepared this Agreement.

K. Authority. Each person executing this Agreement on behalf of Consultant, Client and Client's Attorneys represent and warrant that the execution of this Agreement has been duly authorized and that such person is authorized to execute this Agreement.

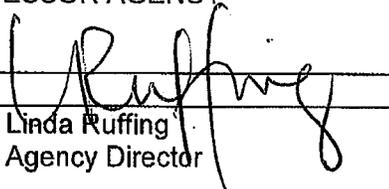
L. Counterparts. Consultant, Client and Client's Attorneys may execute this Agreement in two or more counterparts which shall, in the aggregate, be signed by all the parties; each counterpart shall be deemed an original instrument as against any party who signed it.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date written above.

"CLIENT"

FORT BRAGG REDEVELOPMENT
SUCCESSOR AGENCY

By: _____


Linda Ruffing

Its: Agency Director

"CONSULTANT"

SCA ENVIRONMENTAL, INC.

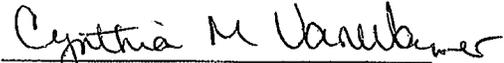
By: _____


Glenn Young

Its: Principal Geologist

ATTEST:

By: _____


Cynthia M. VanWormer, MMC
Agency Secretary

"CLIENT'S ATTORNEYS"

MEYERS NAVE RIBACK SILVER &
WILSON

APPROVED AS TO FORM:

By: _____
David S. Warner,
Agency Counsel

By: _____
Its: _____

Exhibits: Exhibit A – Consultant's Proposal

EXHIBIT "A"



ENVIRONMENTAL, INC.

Environmental and Engineering Consultants

January 29, 2014

Linda Ruffing
Fort Bragg Redevelopment Successor Agency
416 North Franklin Street
Fort Bragg, California 95437
Lruffing@fortbragg.com

RE: Proposal for Continuation of Peer Review & Consultation Services to
Fort Bragg Redevelopment Successor Agency
SCA Proposal No: 14017

Dear Ms. Ruffing:

Thank you for the opportunity to present this proposal. SCA Environmental, Inc. (SCA) is pleased to submit this proposal to the Fort Bragg Redevelopment Successor Agency (Agency) to provide continued environmental consultation, peer review, and technical assistance involving the investigation, remediation, and/or redevelopment activities for the Georgia-Pacific (GP) Mill Site in Fort Bragg, California. The purpose of these consultation services is to provide confidential hazardous materials consultation and peer review services for the Agency and in cooperation with the Fort Bragg Redevelopment Agency and Fort Bragg Redevelopment Successor Agency legal counsel. Glenn Young, PG, LEED AP will manage the environmental services for SCA as he has acted in this capacity with the Fort Bragg Redevelopment Agency and Fort Bragg Redevelopment Successor Agency since 2005.

Scope of Work

Based on discussions with the Agency staff and Mr. Young's knowledge of the Mill Site Remediation Project status and schedule, services will include but are not limited to peer review and consultation for the following:

- Assessment reports, work plans, and Agency correspondence;
- Field oversight during site assessment activities;
- Agency meetings, including public participation meetings;
- Risk assessment, toxicology, and other technical services;
- Agency negotiations and meetings; and
- Miscellaneous consulting and project management services.

SCA understands that we will be asked to provide technical review of available reports and provide strategic consultation to assist the Agency with a number of redevelopment, regulatory, risk assessment, and public interest issues. SCA's actual scope of work is subject to the directions provided by the Agency as well as the activities and schedule directed by GP, the property owner. Accordingly, SCA has prepared this proposal assuming a certain level of effort for anticipated services over the course of the next two years, through December 31, 2015.

Fee

SCA will provide the services described herein on a time-and-materials basis. Labor and equipment services will be billed in accordance with the attached Fee Schedule. SCA will also subcontract various services to SLR International Corp. under a teaming agreement. Fees from SLR will be subject to SCA's subcontractor markup as indicated on the attached fee schedule.

We are prepared to begin work immediately. If you are in agreement with this proposal, please issue an Agreement for Environmental Consulting Services as your authorization to proceed.

SCA appreciates the opportunity working with the Fort Bragg Redevelopment Successor Agency. If you have any questions, please do not hesitate to contact me at 415/867-9540.

Sincerely,
SCA ENVIRONMENTAL, INC.



on behalf of

Glenn Young, PG, LEED AP
Principal Geologist



Environmental, Inc.

HOURLY RATE SCHEDULE

<u>TITLE</u>	<u>LEVEL</u>	<u>FEET</u>
Senior Consultant/Principal	Professional V	\$ 200
Principal Engineer (PE)	Professional V	\$ 200
Principal Industrial Hygienist (CIH)	Professional V	\$ 200
Principal Geologist (PG)	Professional V	\$ 200
Consultant	Professional V	\$ 180
Senior Engineer (PE)	Professional IV	\$ 170
Senior Geologist (PG)	Professional IV	\$ 170
Certified Safety Professional (CSP)	Professional IV	\$ 150
Certified Hazardous Materials Manager (CHMM)	Professional IV	\$ 150
Senior Industrial Hygienist	Professional IV	\$ 150
Senior Project Manager	Professional IV	\$ 150
Lead Geologist	Professional III	\$ 130
Lead Engineer	Professional III	\$ 130
Lead Industrial Hygienist	Professional III	\$ 130
Project Manager	Professional II	\$ 115
Project Geologist	Professional II	\$ 100
Project Engineer	Professional II	\$ 100
Environmental Scientist III	Professional II	\$ 95
Environmental Inspector	Professional II	\$ 95
Environmental Scientist II	Professional II	\$ 90
Environmental Scientist I	Professional I	\$ 85
Drafter/Graphics Artist (CAD)	Support Staff III	\$ 115
Technical Assistant/Illustrator	Support Staff III	\$ 90
Information Specialist	Support Staff II	\$ 80
Administrative Support	Support Staff I	\$ 50

Notes:

† Overtime and Premium time rates will be billed per the following:

Over 8 hours/day	1.5 x straight time
Weekend (Saturday or Sunday) or holidays	1.3 x straight time
Swing or graveyard shift premium (i.e., after 6:00pm or before 7:00am)	1.3 x straight time

Time spent on deposition or court appearances and their related activities will be billed at above rate plus 100%.



Environmental, Inc.

EQUIPMENT FEES AND OTHER SERVICES

Equipment Rental:

Microscope (billed for on-site analysis only)	\$ 40.00/day
Personal (Low Volume) Sampling Pump	\$ 6.00/day
High Volume Pump	\$ 7.50/day
Video Surveillance System	\$ 10.00/day
HEPA Vacuum Cleaner	\$ 12.00/day
Porta-Counter	\$ 100.00/day
Borescope	\$ 40.00/day
B & K 1302 Multi-gas Analyzer/CO2 Monitor	\$ 200/day
Niton XRF Analyzer	\$ 250.00/day
Mini-Ram Monitor	\$ 85.00/day
Miscellaneous Equipment per Day	1.5% of Replacement Cost
PID (10.6 eV)	\$ 115.00/day
FID	\$ 160.00/day
OVA	\$ 180.00/day
O2/CO2/%LEL/H2S Multimeter	\$ 100.00/day
Sound Level Meter- Type II	\$ 50.00/day
Geiger Counter	\$ 75.00/day
Lantec GA-90 O2/CO2 Monitor	\$ 150.00/day
Draeger Hand Sampler	\$ 15.00/sample tube
CO2 Monitor	\$ 100.00/day
Mini-Ram or DustTrak aerosol Monitor	\$ 85.00/day
Temp/pH/Conductivity/DO/ORP/Micropurge Flow Cell	\$ 125.00/day
Turbidity Meter	\$ 75.00/day
2" Centrifugal Lift Pump	\$ 75.00/day
Peristaltic Sampling Pump	\$ 75.00/day
Oil/Water Interface Probe	\$ 200.00/day
Soil Sampling Kit (auger/slide hammer)	\$ 85.00/day
Field Radios (pair)	\$ 15.00/day
5 kW Generator	\$ 60.00/day
Field Vehicle	\$ 90.00/day
SCBA w/ 30 minutes of air	\$ 110.00/day
Confined Space Tripod/Winch w/130' line	\$ 120.00/day
600-1200 cfm Electric Blower	\$ 55.00/day
500w Work Light	\$ 5.00/day
Traffic Barricade	\$ 5.00/day
Miscellaneous Equipment per Day	1.5% of Replacement Cost
1.6"-diameter Bailer (Polyethylene/ Teflon)	\$ 10.00-35.00/ ea
2"x6" Brass Sample Tube, with Teflon liner and end caps	\$ 8.00/ea
6-mil Polyethylene Sheeting	\$ 40.00/100 foot roll
Distilled Water	\$ 5.00/gallon
Ice	\$ 10.00/cooler
Gasoline	market price
Level A/B PPE	TBD per project
Level C PPE	\$ 60.00/day
Level D PPE	\$ 25.00/day
PCM Sampling Cassette	\$ 3.00/sample
TEM Sampling Cassette	\$ 4.00/sample
Detector/Smoke Tubes	\$ 4.00/each
HEPA Cartridges	\$ 5.00/each
PAPR Cartridges	\$ 20.00/each
Tyvek Coveralls	\$ 8.00/each
Out-of-Pocket Expenses**	Cost + 10%
Mileage	IRS Approved Rate

** Includes charges for services, equipment and facilities not furnished directly by SCA such as, but not limited to: subconsultant costs; travel costs; report reproduction and binding costs; long distance communication; shipping charges; courier costs;