

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

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

DATE: February 5, 2008

SUBJECT: CONSIDER AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH ARUP IN AN AMOUNT NOT TO EXCEED \$534,000 TO CONDUCT STAGE 2 ACTIVITIES INCLUDING REFINEMENT OF THE PROJECT DESCRIPTION, IMPACT ANALYSES, PREPARATION OF AN ADMINISTRATIVE AND DRAFT EIR ON THE CONCORD NAVAL WEAPONS STATION REUSE PLAN AND CONDUCT OF PUBLIC HEARINGS ON THE DRAFT EIR.

Report in Brief

Adoption of a Reuse Plan for submittal to the Department of Housing and Urban Development (HUD) will require the preparation of an Environmental Impact Report (EIR) under the California Environmental Quality Act (CEQA). To meet requirements for submittal of a reuse plan to HUD as set in Base Realignment and Closure (BRAC) regulations it will be necessary for the EIR to be prepared in conjunction with the Reuse Plan. Stage 1 of the EIR included preparation of an initial study, public scoping coordination and development of base line conditions. Stage 2 of the EIR Scope was originally based on addressing three alternative plan concepts plus a no-action alternative to an equal level of detail to allow the Council and community to define and adopt a balanced reuse plan that is environmentally preferable. The original Stage 2 EIR Scope also assumed a very qualitative treatment of climate change impacts. Initial Stage 2 funding (\$785,000) was approved in July 2007. This report requests approval of an amendment to the original Stage 2 agreement with ARUP (Attachment #1) in the amount of \$534,000. This amendment is required to support analysis of four additional alternatives and a more quantitative analysis of the potential impact of all seven alternative concepts on climate change, in accord with settlement agreements from the Attorney General of the State of California under AB32, which went into affect in 2006.

Background

The City received and accepted a grant amendment from the Office of Economic Adjustment (OEA) on November 28, 2006. This grant was to support staff and consultants engaged in preparation of a Reuse Plan for the CNWS. However, the OEA grant has clear stipulations that grant monies are not to be used in support of field studies nor in support of preparation of an Environmental Impact Report (EIR). Funds for the scope of work in the EIR will come from Redevelopment Agency Capital Improvement Project fund 2011.

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Discussion

Adoption of a Reuse Plan is considered a discretionary action under the California Environmental Quality Act (CEQA) and is subject to review through an Environmental Impact Report (EIR). Delivery of the Reuse Plan under Base Realignment and Closure (BRAC) statutes requires that the EIR be done prior to the preparation of an Environmental Impact Statement (EIS) under Federal law. The work flow is broken into stages. Stage 1 covered the preparation of a Notice of Intent, holding of public scoping hearings and development of the environmental setting for the EIR. This Stage was approved and funded in April 2007 using redevelopment agency capital improvement funds. Stage 2 covers refinement of the project description based on a range of alternative concepts, impact analysis, preparation of an administrative draft and the draft EIR. Stage 2 funding was approved in July 2007. This report requests an amendment to Stage 2 funding provided in July of 2007. At the time of the initial approval of Stage 2, the EIR Scope was based on an assumption that three alternatives and the no-action alternative would be analyzed to equal levels of detail. It was also assumed that the air quality assessment would treat the emerging issue of impacts from development on climate change in a qualitative fashion.

As a result of community involvement and deliberations by the Community Advisory Committee, there is now a range of seven alternative concepts plus the no-action alternative. Further, since July, several settlement agreements have come forth between the Attorney General's Office and various cities and counties. These settlement agreements have started to define quantitative requirements that could be considered by decision makers when assessing the impact of major planning/developments on climate change within the context of CEQA. To provide for an analysis of the additional four alternatives at a level of detail equal to those in the original scope there is a need for substantial modeling to allow for quantitative comparisons in key areas of traffic, air quality and noise. Added funding is also needed for more qualitative comparisons of the four additional alternatives in areas of biology, cultural resources, hydrology/water quality, hazardous materials, public risk, utilities/services systems, parks/recreation and land use.

AB32 – The Global Warming Solutions Act formally commits California to reduce its greenhouse gas (GHG) emissions to 1990 levels by 2020. Despite limited direction or baseline standards from the California Air Resources Board (CARB), the California Attorney General (AG) has started employing CEQA's environmental review as a tool to implement the standards set in AB32. In an effort to avoid challenge by the AG, the consultant has developed and tested an integrated resource management model which will show the City's good faith effort to address this issue. All seven development concepts will be modeled for GHG emissions, as well as water, waste, and energy consumption, to provide an assessment of resource efficiencies of each plan to assist the community and LRA in decision making about a preferred alternative.

The requested amendment for Stage 2 also includes funding for editing/recirculation of the initial study with all seven alternatives, conduct of a second round of public scoping meetings on the re-circulated initial study, planning refinement of the alternatives to allow for comparative analysis in the EIR. Scope and cost for a final EIR (Stage 3) will be developed once public hearings are held on the draft and the volume/breath of

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comment: is known. Special studies being prepared by the Navy on cultural/historic resources, wetland delineation, red-legged frog/tiger salamander and vernal pools, will be incorporated with their completion in the first quarter of 2008.

Fiscal Impact


Funding for preparation of environmental studies has been previously set aside within the Redevelopment Agency Capital Improvement Project No. 2011 budget. Stage 1 funding (\$338,000) was available in the FY 06/07 budget. A Stage 2 funding budget of \$1.7 Million was included in the FY 07/08 Redevelopment Agency Capital Improvement Project No. 2011 budget adopted by the Council on June 19, 2007. Approval of this amendment request would bring the total Stage 2 obligation to \$1.32 Million.

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 approve an Amendment to the Professional Services Agreement with ARUP in an amount of \$534,000 and with a total not to exceed cost for Stage 2 work of \$1.32 Million to support preparation of project description and impact analyses for a draft Environmental Impact Report not covered by existing OEA grant funding; and to authorize the Interim Executive Director to execute the Amended Agreement.



Edward R. James
Interim Executive Director

Prepared by: Michael Wright
Director, Community Reuse Planning

Attachment #1 – ARUP Agreement

**AMENDMENT TO AGREEMENT
DESIGN PROFESSIONAL**

This Amendment to Agreement entered into on February 5, 2008 (“EFFECTIVE DATE”) by and between the CITY OF CONCORD, a municipal corporation, (“CITY”) and Ove Arup & Partners California, LTD. (“CONSULTANT”)

WHEREAS, the CITY and CONSULTANT entered into an agreement dated July 25, 2007 for Stage 2 services to support the preparation of a draft Environmental Impact Report (EIR) in support of the Reuse Plan for the Concord Naval Weapons Station; and

WHEREAS, the parties hereto desire to amend the agreement to provide additional professional services in connection with the preparation of the EIR, to extend the term and provide for additional compensation therefore.

NOW, THEREFORE, in consideration of the promises and conditions set forth herein, the parties mutually agree as follows:

Section 1. Section 1, Services, is amended to read as follows:

1. SERVICES

CONSULTANT shall provide Stage 2 services to support the preparation of a draft Environmental Impact Report (EIR) in support of the Reuse Plan for the Concord Naval Weapons Station. Stage 1 funding was covered under an agreement for professional services dated April 10, 2007, and included preparation for a Notice of Intent and environmental setting and conduct of public scoping. Stage 2, covered by an original agreement dated July 25, 2007 and this amendment, includes refinement of the project description, impact analysis, and preparation of an administrative draft and of a draft Environmental Impact Report for the Concord Naval Weapons Station (CNWS) Reuse Plan; such services are defined and scheduled as noted in Attachment 1 to this contract. The original agreement and this amendment requires equal analysis of a range of seven alternative concepts and a no-action alternative. CONSULTANT shall be an independent contractor and shall have responsibility for and control over the details and means of providing its services under this AGREEMENT. CONSULTANT agrees that its services shall be performed with due diligence and in accordance with generally accepted engineering practices.

CONSULTANT shall use its best efforts to perform and coordinate all activities in a timely manner so that the projects will be completed according to the established project schedules.

Consultant acknowledges that the LRA will expect a minimum commitment of the key staff (as designated in the Consultants Statement of Qualifications and Technical Proposal) assigned to the project for 18 months from contract award.

Section 2. Section 3, COMPENSATION, is hereby amended to read as follows:

SECTION 3- COMPENSATION

3. COMPENSATION

With this amendment to the original Stage 2 agreement of July 25, 2007, the CONSULTANT shall be compensated, not to exceed **\$1,319,000** for basic services rendered under Section 1, as more particularly described in Attachment 3 of the original agreement, in accordance with the terms and conditions included therein.

CONSULTANT may submit monthly statements for services rendered. It is intended that payments to CONSULTANT will be made by CITY within thirty (30) days of receipt of invoice.

Section 3. Section 21, TERM, is amended to read as follows:

SECTION 21- TERM

21. TERM

The term of this Agreement, as amended, shall be from July 25, 2007 through December 31, 2008 unless earlier terminated in accordance with the terms of the Agreement.

Except as expressly amended herein all terms and conditions of the Agreement dated July 25, 2007 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment to Agreement the day and year written above.

CONSULTANT

Dated

By: _____
Aidan Hughes
Principal

CITY OF CONCORD

Dated

By: _____
Edward R. James
Interim City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney