

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

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

DATE: July 28, 2008

**SUBJECT: CONSIDER AN AMENDMENT TO THE PROFESSIONAL SERVICES
AGREEMENT WITH ARUP IN AN AMOUNT NOT TO EXCEED \$125,000 TO
CONDUCT STAGE 3 ACTIVITIES INCLUDING RESPONDING TO REQUESTS
FOR CLARIFICATIONS, MODELING OUTPUTS AND GENERAL COMMENTS
ON THE DRAFT EIR ON THE CONCORD NAVAL WEAPONS STATION REUSE
PLAN.**

Report in Brief

Staff is recommending that the Local Reuse Authority approve an amendment to the Professional Services Agreement with ARUP to support preparation of a draft/final EIR for the Reuse Plan for the Concord Naval Weapons Station. Adoption of a Reuse Plan for submittal to the Department of Housing and Urban Development (HUD) requires the preparation of an Environmental Impact Report (EIR) under the California Environmental Quality Act (CEQA). Preparation of the draft programmatic EIR was broken into stages. Stage 1 included preparation of an initial study, public scoping coordination and development of baseline conditions. Stage 2 was the development of an administrative draft and draft programmatic EIR analyzing seven alternatives and a no action alternative to an equal level of detail. The draft programmatic EIR was published on May 14, 2008. Since publishing the draft document there have been requests for data clarifications and access to modeling input/outputs prior to the close of the public comment period. A Stage 3 work scope has been developed to allow support to staff in addressing these issues and bridging the period between publishing the draft EIR, close of the comment period in August and commencement of the formal response to comments. This amendment is required to support work activities during Stage 3.

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 have come from Redevelopment Agency Capital Improvement Project 2011.

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

**CONSIDER AN AMENDMENT TO THE PROFESSIONAL SERVICES
AGREEMENT WITH ARUP IN AN AMOUNT NOT TO EXCEED \$125,000 TO
CONDUCT STAGE 3 ACTIVITIES INCLUDING RESPONDING TO REQUESTS
FOR CLARIFICATIONS, MODELING OUTPUTS AND GENERAL COMMENTS ON
THE DRAFT EIR ON THE CONCORD NAVAL WEAPONS STATION REUSE PLAN.**

July 28, 2008

Page 2

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 covered 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 initially approved in July 2007 and amended in February 2008 and was funded from budgeted Redevelopment Agency Capital Improvement funds. This report requests an amendment to the professional services agreement to cover a Stage 3 work scope. Funds have been included in the Redevelopment Agency Capital Improvement fund budget for FY 08/09.

The requested amendment for Stage 3 includes funding for responding to requests for clarifications on the draft EIR, explanations of modeling input/outputs, assumptions key to modeling results, incorporation of EIR results into reuse planning liaison with State/Federal regulators. Scope and cost for a final EIR (Stage 4) will be developed once public meetings are held on the draft, the written comment period has closed and the volume/breath of comments is known.

Fiscal Impact

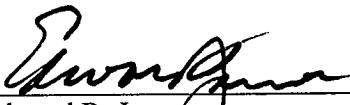
Funding for preparation of environmental studies has been previously set aside within the Redevelopment Agency Capital Improvement Project No. 2011 budget. Stage 1 funding (\$338,000) was available in the FY 06/07 budget. A Stage 2 funding (\$987,000) was included in the FY 07/08 Redevelopment Agency Capital Improvement Project No. 2011 budget adopted by the Council on June 19, 2007. Adoption of the FY08/09 budget on June 23, 2008, includes funding of \$1.6 Million in the Redevelopment Agency Capital Improvement Project No. 2011. Approval of this amendment request would bring the total obligation for the EIR to \$1.65 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 \$125,000 and with a total not to exceed cost for work of \$1.45 Million to support review of the 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

**AMENDMENT TO AGREEMENT
DESIGN PROFESSIONAL**

This Amendment to Agreement entered into on _____ (“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 3 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 amended on February 5, 2008, 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. The original agreement as amended 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 **\$1,450,000** 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