



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

TO THE HONORABLE MAYOR AND COUNCIL:

DATE: July 28, 2008

SUBJECT: APPROVAL OF AN AMENDMENT TO THE MASTER AGREEMENT FOR PROFESSIONAL SERVICES ASSOCIATED WITH PREPARATION OF THE REUSE PLAN FOR THE CONCORD NAVAL WEAPONS STATION WITH ARUP, INC. NOT TO EXCEED \$330,000

Report in Brief

Staff is recommending that the Local Reuse Authority (LRA) approve an amendment to the Master Agreement for Professional Services with ARUP to support preparation of the Reuse Plan for the Concord Naval Weapons Station (CNWS). The amendment of \$330,000 supports continued scope of services to refine and rank the range of alternatives, conduct three (3) major community workshops to help build consensus around a preferred alternative. The amendment provides bridge funding while a grant application is considered by OEA for the period July 1 – September 20, 2008. The requested funds will come from the budgeted FY 08/09 Redevelopment Agency Capital Improvement Project 2011. If OEA award's a grant, these funds will be returned to the project 2011 budget.

Background

Phase II of the Concord Naval Weapons Station (Concord NWS) reuse planning process is focusing on the development of the City of Concord's Preferred Reuse Plan for the base. Developing the City's Preferred Reuse Plan (Reuse Plan) has been a major work effort for the Local Redevelopment Authority (LRA) that will be conducted with the assistance of a consultant team with expertise in land use, engineering, environmental assessment, market, financial, fiscal, and community outreach. This amendment covers funding for scope beyond the OEA grant scope and timeline. The original OEA grant funding was expended and the grant expired on June 30, 2008.

Discussion

Staff is requesting this amendment to the Master Services Agreement for Professional Services to add scope and associated funding to support development of a preferred reuse plan. This amendment is required because the original OEA grant scope and funding has expired and a new grant is not in place. There are five primary scope tasks covered by this amendment:

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1. Project Management

In addition to team meetings and other project meetings, the project management team and client will conduct a weekly check-in call. The management team will continue to offer strategic direction for the project and manage sub-consultants. Drawing upon prior experience with this project, this task includes a small allowance for services and coordination not currently foreseen in the planning process.

2. Alternative Evaluation

The team will carry out a range of activities to evaluate the performance of the seven reuse alternative concepts relative to: resource efficiency; community; parks, recreation and open space; biology; transportation; and economics. The planning criteria initially developed in the January – March timeframe will be used for the evaluation. While results from the EIR will be used to inform evaluations against several of the criteria, additional analysis will be needed to complete this task.

3. Community Engagement (Workshops)

This task is focused on engaging the community and public leaders to elicit the community's thoughts, values, and priorities about the seven alternative concepts. The information gained through this broad engagement process will be used to define parameters for developing a preferred alternative. The team will help prepare for and participate in a specialized workshop addressing specific issues in relation to the Monument Corridor in Concord. The team will, in addition, conduct three large public workshops. The team will continue to support and guide the CAC at their monthly meetings throughout this process. This task is anticipated to conclude in September following the last large public workshop, at which point development of a preferred alternative will commence.

4. Development of a Preferred Alternative

Following the conclusion of Public Workshop #3 in September, the Team will assist the CAC in developing a recommendation on a preferred alternative to be sent to the City Council in October 2008. With continuing feedback from the Council, the Team will refine the CAC recommendation with a goal of a recommendation on a preferred alternative from the City Council in January 2009. The Preferred Alternative will likely reflect suggested refinements/modifications of two or more of the current range of alternatives. The alternative will need to be developed, refined, and analyzed so that it can be evaluated to the same or greater level of detail as the evaluations of the original seven alternatives.

5. Community Outreach

As the planning process moved forward, there will be a need for increased communication and interaction with neighborhood/Community Groups, regional stakeholder groups, and the City's Technical Advisory Groups (TAGs). There will also be continuing discussions and follow-up with the Navy and HUD in regards to site contamination, biological and natural resources, and homeless accommodation.

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Fiscal Impact

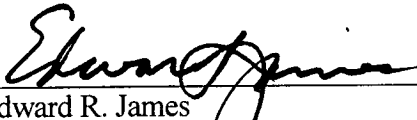
Funding for reuse planning was previously provided by the Office of Economic Adjustment (OEA). The OEA grant expired on June 30, 2008 and a new grant has not been awarded. The City Council has elected to proceed with a planning process that it believes is in the best interest of the Community. The City Council has approved funding (on June 23, 2008) in the FY 08/09 Redevelopment Agency Capital Improvement Project 2011 budget to accomplish this amendment in scope and associated funding. These funds will be returned to the project 2011 budget if OEA provided grant funding. Additional funding for this work scope will also come from an ABAG/MTC grant of \$750,000.

Public Contact

Agenda has been posted in accordance with legal requirements.

Recommendation for Action

Authorize the LRA Executive Director to execute the amendment to the Master Agreement for Professional Services with ARUP for a total amount of \$330,000.



Edward R. James
Interim Executive Director

Prepared by: Michael W. Wright
Director, Community Reuse Planning

Enclosures:

Exhibit 1 - Agreement for Profession Services with ARUP, Inc.

**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 November 25, 2006 services to support the preparation of a 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 reuse plan, 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 services for specific tasks and stages of the Concord Naval Weapons Station (CNWS) Reuse Plan development as may be requested by CITY; such services shall be defined, scheduled, and authorized in subsequent Task Orders. Services may include, but not be limited to:

Land use planning, environmental engineering, civil engineering, transportation engineering, landscape architecture, environmental planning, financial/fiscal/real estate assessments, sustainability/ green building practices, recreation planning, sensitive habitat/T&E species management, public outreach/communication, environmental impact studies. 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 agreement of November 26, 2006 as amended on September 25, 2007, the CONSULTANT shall be compensated, not to

exceed **\$2,466,000** 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 1, 2008 through June 30, 2009 unless earlier terminated in accordance with the terms of the Agreement.

Except as expressly amended herein all terms and conditions of the Agreement dated November 26, 2006 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