

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

DATE: October 6, 2008

**SUBJECT: APPROVAL OF AN AMENDMENT TO THE MASTER AGREEMENT WITH ARUP, INC. FOR PROFESSIONAL SERVICES ASSOCIATED WITH THE PREPARATION OF THE REUSE PLAN FOR THE CONCORD NAVAL WEAPONS STATION IN AN AMOUNT NOT TO EXCEED \$380,000****Report in Brief**

Staff is recommending that the City Council Sitting as the Local Reuse Authority (LRA) approve an amendment to the Master Agreement for Professional Services with ARUP, Inc. to support preparation of the Reuse Plan for the Concord Naval Weapons Station (CNWS). The amendment, in an amount not to exceed of \$380,000, supports continued scope of services to refine the modified alternatives and conduct public outreach to help build consensus around a preferred alternative. The amendment provides bridge funding while a grant application is considered by the Department of Defense Office of Economic Adjustment (OEA) for the period July 1, 2008 - January 30, 2009. The requested funds will come from the budgeted Redevelopment Agency FY 08/09 Capital Improvement Project 2011. If OEA awards a grant, these funds will be returned to the Project 2011 budget. This amendment increases the total not to exceed amount of the Master Agreement to \$2,846,000.

**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 Reuse 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, 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. Community Outreach**

This task is focused on engaging the community and public leaders to elicit the community's thoughts, values, and priorities about the two modified alternative concepts. The information gained through this broad engagement process will be used to define parameters for developing a preferred alternative.

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 regard to site contamination, biological and natural resources, and homeless accommodation.

The team will continue to support and guide the Community Advisory Committee (CAC) at their monthly meetings throughout this process. This task is anticipated to conclude in January following the City Council designation of a preferred alternative.

**3. 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 alternatives, one from each of the main themes. The preferred alternative will need to be developed and refined so that it can be evaluated to the same or greater level of detail as the evaluations of the original seven alternatives.

**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.

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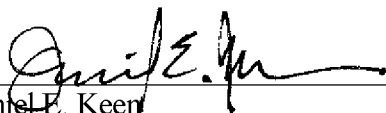
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**Public Contact**

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 Executive Director to execute the amendment to the Master Agreement for Professional Services with ARUP, Inc. in the amount of \$380,000.



\_\_\_\_\_  
Daniel E. Keen  
Executive Director

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

Exhibit 1 - Amendment for Professional Services with ARUP, Inc.

**AMENDMENT TO AGREEMENT  
DESIGN PROFESSIONAL**

**This Amendment to Agreement** entered into on \_\_\_\_\_, 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 November 28, 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 28, 2006 as amended on October 6, 2008, the CONSULTANT shall be compensated, not to exceed

**\$2,846,000** 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: \_\_\_\_\_  
Daniel E. Keen  
City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney