

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

DATE: September 23, 2014

**SUBJECT: APPROVAL OF AN AMENDMENT TO THE MASTER SERVICES AGREEMENT WITH ARUP INC. FOR PROFESSIONAL SERVICES ASSOCIATED WITH LAND TRANSFER/DEVELOPMENT PLANNING AT THE CONCORD NAVAL WEAPONS STATION (CNWS) IN AN AMOUNT NOT TO EXCEED \$72,500. FUNDING WILL BE PROVIDED BY A GRANT FROM THE OFFICE OF ECONOMIC ADJUSTMENT (OEA). TOTAL FUNDING SINCE 2006 - \$10.3 MILLION**

**Report in Brief**

Staff is recommending that the Local Reuse Authority (LRA) approve an amendment to the Master Agreement for Professional Services with Arup Inc. for specialized studies for the CNWS in support of coordination with the Department of the Navy (DON) on National Environmental Protection Act/Endangered Species Act (NEPA/ESA) requirements and civil surveys to delineate key conveyance parcels. Funding will be provided from a grant from the Office of Economic Adjustment (OEA). The agreement will cover a performance period of September 1, 2014 to August 31, 2015. The OEA grant was accepted and appropriated by the City Council sitting as the LRA on August 26, 2014. The total funding for Arup since 2006, including this amendment, is \$10.3M. Funding has been provided by the Department of Defense, Office of Economic Adjustment (\$6.1M), the City's former Redevelopment Agency (\$2.14M) and other regional, state and federal grants (\$1.86M) and a loan from the General Fund (\$290,000).

**Background**

The work scope for this contract will focus on: 1) refinement of the Concord Reuse Project Area Plan; 2) review and coordination with the Department of Navy (DON) remediation and environmental compliance documents; and 3) civil surveys to support EDC conveyance application to the DON.

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**Discussion**

**Detailed Consultant Scope**

**Task 1 - Continued Support of and Coordination with DON on NEPA/ESA Requirements**

- Integration of the transfer and development policies and strategies with the consultation process with the U.S. Fish and Wildlife Service under Section 7 of the ESA can significantly impact land use configurations, phasing, and parcel sizes in implementation planning. The LRA Project Management Office (PMO) will need portions of the Arup team to support the DON consultation with technical input on habitat protection and restoration to insure the integrity of the City's Reuse Plan is maintained through the consultation process.
- In a similar vein, the DON will be conducting an outreach program to Native American tribes as required under Section 106 of the National Historic Preservation Act. The LRA PMO will need assistance from Arup's cultural resource specialists to support the outreach.
- Support to the PMO from Arup on monitoring and coordinating with the DON on preparation of NEPA compliance documents to ensure consistency with the now adopted Area Plan and the certified California Environmental Quality Act (CEQA) compliance documents for both the Reuse Plan and the Area Plan. Specific areas of concern have to do with traffic modeling and associated noise and air quality projections.

**Task 2 - Disposition Application/Term Sheet**

The LRA will also require support from Arup in preparation of components of a business plan and application for disposition under the Economic Development Conveyance authority. The business plan will need to reflect constraints noted in the infrastructure and development phasing model outputs, environmental review and consultation process. Arup will provide civil surveys of primary conveyance parcels and carve out areas not ready for transfer.

This contract amendment will be funded by a grant from the OEA. The grant performance period is September 1, 2014 to August 31, 2015. Total funding for Arup (and numerous subcontractors) since 2006 is \$10.3M. Funding was provided by grants from OEA (\$6.1M), the City's former Redevelopment Agency (\$2.14M), and grants from other regional, state and federal agencies (\$1.86M) and a loan from the General Fund (\$290,000).

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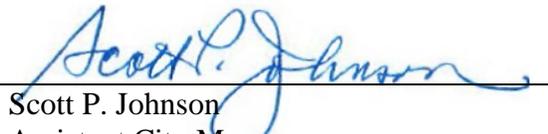
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**Public Contact**

Agenda has been posted in accordance with legal requirements.

**Recommendation for Action**

Staff recommends the Local Reuse Authority approve an amendment to the Master Services Agreement for professional services with Arup in an amount not to exceed \$72,500; and authorize the Executive Director of the LRA to execute the agreement.



Scott P. Johnson  
Assistant City Manager  
scott.johnson@cityofconcord.org

Prepared by: Michael W. Wright  
Executive Director,  
Local Reuse Authority  
michael.wright@cityofconcord.org

Attachment 1 - Arup Amendment

**FOURTH AMENDMENT TO  
MASTER AGREEMENT FOR PROFESSIONAL SERVICES**

**This Fourth Amendment to the Agreement** is entered into on September 24, 2014 (“EFFECTIVE DATE”) by and between the CITY OF CONCORD, a municipal corporation, (“CITY”) and Arup North America Ltd. (“CONSULTANT”) and is the fourth amendment to a Master Agreement dated July 24, 2013, referenced as the City’s document No. 5287.

**WHEREAS**, the CITY and CONSULTANT entered into an agreement dated July 24, 2013 for services in connection with land transfer/development/planning for the Concord Naval Weapons Station; and

**WHEREAS**, the Master Agreement has been amended on October 9, 2013, adding an additional \$80,000 for an amount not to exceed \$350,000; and

**WHEREAS**, the Master Agreement has been amended on February 26, 2014, adding an additional \$110,000 for an amount not to exceed \$460,000; and

**WHEREAS**, the Master Agreement has been amended on July 1, 2014, adding an additional \$290,000 for an amount not to exceed \$750,000 and extending the term to June 30, 2015; and

**WHEREAS**, the parties hereto desire to amend the agreement 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 5, COMPENSATION, is amended to read as follows:

**SECTION 5 - COMPENSATION**

5. **COMPENSATION**

With this amendment to the original agreement of July 24, 2013, the CONSULTANT shall be compensated in the additional amount of \$72,500, for a total amount of the General Fund loan not to exceed **\$822,500** for basic services rendered, as more particularly described in Exhibit A 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 2.** Section 6, TERM, is amended to read as follows:

**SECTION 6 - TERM**

6. TERM

The term of this Agreement, as amended, shall be from September 1, 2014 extending the term ending date to August 31, 2015 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 24, 2013 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: \_\_\_\_\_  
Michael W. Wright  
Executive Director  
Local Reuse Authority

APPROVED AS TO FORM:

ATTEST:

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

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