

REDEVELOPMENT AGENCY OF THE CITY OF OAKLAND

20070313 - 11:14:14

AGENDA REPORT

TO: Office of the Agency Administrator
ATTN: Deborah Edgerly
FROM: Community and Economic Development Agency
DATE: March 13, 2007

RE: Report and Oakland Redevelopment Agency Resolution Regarding Existing Oakland Base Reuse Authority (OBRA) Professional Services Agreements, to:

- (1) Accept the Rights and Obligations of OBRA in the Professional Services Agreement By and Between OBRA and Lamphier-Gregory in An Amount Not to Exceed Four Hundred Three Thousand Dollars (\$403,000);**
- (2) Approve and Execute an Amendment to the Professional Services Agreement By and Between OBRA and Lamphier-Gregory in An Amount Not to Exceed One Hundred Forty Thousand Dollars (\$140,000) for a new total contract amount of Five Hundred, Forty Three Thousand Dollars (\$543,000); and**
- (3) Accept the Rights and Obligations of OBRA in the Following Amendments to OBRA Professional Services Contracts, Which Amendments Have Been Approved by the OBRA Governing Body:**
 - A. An Amendment to the Professional Services Agreement By and Between OBRA and Erler & Kalinowski in an Amount Not to Exceed Four Hundred Thousand Dollars (\$400,000) For a New Total Contract Amount of One Million, Two Hundred Thousand Dollars (\$1,200,000);**
 - B. An Amendment to the Professional Services Agreement By and Between OBRA and Geomatrix Consultants for an Amount Not to Exceed Three Hundred Thousand Dollars (\$300,000) For a New Total Contract Amount of Eight Hundred Thousand Dollars (\$800,000);**
 - C. An Amendment to the Professional Services Agreement By and Between OBRA and Northgate Environmental Management for an Amount Not to Exceed Three Hundred Thousand Dollars (\$300,000) For a New Total Contract Amount of Eight Hundred Thousand Dollars (\$800,000); and**
 - D. An Amendment to the Professional Services Agreement By and Between OBRA and URS Corporation for an Amount Not to**

Item: _____

Community and Economic Development Committee
March 13, 2007

Exceed Four Hundred Thousand Dollars (\$400,000) For a New Total Contract Amount of Five Hundred Thousand Dollars (\$500,000); and

- (4) Approve and Execute an Amendment to the Professional Services Agreement By and Between the ORA and Kimley-Horn & Associates in An Amount Not to Exceed Five Hundred Thousand Dollars (\$500,000) for a Total Contract Amount of Two Million Dollars (\$2,000,000).**

SUMMARY

On June 26, 2006, the Oakland Base Reuse Authority ("OBRA") voted to dissolve and transfer its remaining assets and liabilities to the Oakland Redevelopment Agency ("Agency") effective after August 7, 2006, in accordance with its governing documents. On June 27, 2006, the Agency approved the adoption of the OBRA Budget for FY 2006-07 into the Agency's Bay Bridge Gateway Project, and accepted OBRA's assets and obligations. At that time, the Agency assumed all of the rights and obligations of OBRA in the agreements listed in the table attached as Exhibit A to the Resolution corresponding to this report. However, due to an oversight by staff, the list of approved agreements on Exhibit A did not include an existing agreement between OBRA and Lamphier-Gregory for environmental analysis and development support. This agreement (and several amendments thereto) had already been approved by the OBRA Governing Board. Staff is recommending that the Agency formally accept the rights and obligations of OBRA under this agreement, and approve an amendment to the agreement to support environmental analysis and development activities at the Army Base.

Staff is also recommending that the Agency accept the rights and obligations of OBRA under four amendments to existing agreements with the following environmental contractors: Erler & Kalinowski, Geomatrix Consultants, Northgate Environmental Management and URS Corporation. The original agreements with these contractors were approved and accepted by the Agency Board, and listed on Exhibit A. The amendments to these contracts, listed above, were approved by the OBRA Governing Body on June 26, 2006, but they were not listed on Exhibit A, due to the timing of the two meetings and notice requirements.

Because the Agency has formally accepted responsibility for management of the Army Base project, staff recommends that the Agency assume the rights and obligations of OBRA regarding the Lamphier-Gregory agreement and the four amendments, and authorize amendments to the agreements with Lamphier-Gregory and Kimley-Horn & Associates to support development activities at the former Army Base.

The Agreements, amendments and requested Agency actions are summarized below:

Consultant / Amendment Amount	Service(s) Provided	Current Status	Agency Action Requested
Lamphier-Gregory (\$140,000)	<ul style="list-style-type: none"> ▪ EIR analysis ▪ Auto Mall Site Planning/Design ▪ Fair-Share Analysis ▪ EIR Mitigation Monitoring and Reporting Program (MMRP) Implementation 	<ul style="list-style-type: none"> ▪ Existing OBRA Contract ▪ \$30,000 of \$140,000 Already Approved by OBRA Executive Director for Auto Mall design services ▪ \$110,000 is for new services currently needed for Auto Mall project ▪ Funding for Amendment Available via funds transferred by OBRA to the Agency in June 2006 	<ul style="list-style-type: none"> ▪ Accept Contract (transfer Contract from OBRA to Agency) ▪ Ratify Executive Director's Prior Approval of \$30,000 ▪ Authorize Additional \$100,000 for new services identified in this report (for a total Amendment Amount of \$140,000)
Erler and Kalinowski (\$400,000)	<ul style="list-style-type: none"> ▪ Technical Program Management of Required Environmental Remediation Program 	<ul style="list-style-type: none"> ▪ Existing OBRA Contract ▪ Amendment Approved by OBRA June 26, 2006 ▪ Funding for Amendment Available via funds transferred by OBRA to the Agency in June 2006 	<ul style="list-style-type: none"> ▪ Accept Contract Amendment
Geomatrix Consultants (\$300,000)	<ul style="list-style-type: none"> ▪ Environmental Consulting for Required Environmental Remediation Program 	<ul style="list-style-type: none"> ▪ Existing OBRA Contract ▪ Amendment Approved by OBRA June 26, 2006 ▪ Funding for Amendment Available via funds transferred by OBRA to the Agency in June 2006 	<ul style="list-style-type: none"> ▪ Accept Contract Amendment
Northgate Environmental Management (\$300,000)	<ul style="list-style-type: none"> ▪ Environmental Consulting for Required Environmental Remediation Program 	<ul style="list-style-type: none"> ▪ Existing OBRA Contract ▪ Amendment Approved by OBRA June 26, 2006 ▪ Funding for Amendment Available via funds transferred by OBRA to the Agency in June 2006 	<ul style="list-style-type: none"> ▪ Accept Contract Amendment
URS Corporation (\$400,000)	<ul style="list-style-type: none"> ▪ Assist with Engineering Design, Specifications, Geotechnical and Traffic Studies 	<ul style="list-style-type: none"> ▪ Existing OBRA Contract ▪ Amendment Approved by OBRA June 26, 2006 ▪ Funding for Amendment Available via funds transferred by OBRA to the Agency in June 2006 	<ul style="list-style-type: none"> ▪ Accept Contract Amendment

Item: _____

Consultant / Amendment Amount	Service(s) Provided	Current Status	Agency Action Requested
Kimley-Horn & Associates (\$500,000)	<ul style="list-style-type: none"> ▪ Infrastructure Design and Construction Plans Preparation ▪ Engineering Design for Auto Mall Subdivision 	<ul style="list-style-type: none"> ▪ Existing OBRA Contract ▪ \$500,000 is for new services currently needed for Auto Mall project ▪ Funding for Amendment Available via funds transferred by OBRA to the Agency in June 2006 	<ul style="list-style-type: none"> ▪ Authorize Amendment Amount of \$500,000 for new services identified in this report

In sum, with respect to the Erler and Kalinowski, Geomatrix, Northgate and URS Professional Services Agreements, staff is asking the Agency to complete the transfer of Army Base contracts by formally accepting responsibility for the amendments to these agreements. Funding for these amendments was authorized by OBRA last June and no additional financial resources are needed. With respect to the Lamphier-Gregory Agreement, staff is asking the Agency to accept the rights and obligations of OBRA under the original agreement, and to authorize the expenditure of additional funding for necessary Auto Mall project services. The Agency has already accepted the rights and obligations of OBRA under the Kimley-Horn Agreement; staff is asking the Agency to authorize an amendment to this agreement that would provide for infrastructure and engineering design for the Auto Mall project. Funding for these amendments is available through existing Army Base project accounts.

FISCAL IMPACT

The funds to finance the actions covered by the agreements were transferred from OBRA to the Oakland Redevelopment Agency in June 2006. Pursuant to Resolutions 2006-0049 C.M.S. and 2007-0005 C.M.S., the Agency accepted and appropriated a total of \$29,303,864 in funds from the OBRA Budget within the OBRA Leasing & Utility Fund (9575), OBRA Environmental Remediation Fund (9576) and OBRA Federal & State Grants Fund (9577).

BACKGROUND

1. OBRA Professional Services Agreement with Lamphier-Gregory

Lamphier-Gregory – an Oakland-based firm – has provided OBRA with CEQA environmental review and related analysis for Army Base development proposals for a number of years. OBRA entered into the Lamphier-Gregory agreement in December 2001, when OBRA was overseeing preparation of the Environmental Impact Report (EIR) for the Oakland Army Base Redevelopment Area. Lamphier-Gregory was selected jointly by OBRA and the Port of Oakland to serve as Project Manager for the EIR that evaluated both the Agency’s and Port’s development plans for the former base. The initial contract amount was \$90,000; however, in February 2002, in response to complexities associated with the joint projects, OBRA authorized an extension in the time of performance for completing the EIR and a \$50,000 increase in the contract amount. The EIR was completed in July 2002.

In April 2003, OBRA amended the Lamphier-Gregory agreement to add \$25,000 to conduct preliminary traffic analyses for the Agency's proposal to develop a Costco warehouse at the base. In November 2003 OBRA further amended the agreement to add \$38,000 for preparation of a fair-share allocation analysis for projects within the Oakland Army Base Redevelopment Plan area. The fair-share report identified the costs of mitigation measures identified in the 2002 Army Base Redevelopment Plan EIR, and the amount the City/Agency, Port and private parties should each contribute toward the total cost of the mitigations. That Fair Share report was completed in March 2004. The last amendment was authorized by OBRA in November 2005 for preparation of a Supplemental Environmental Impact Report (SEIR) for the Oakland Army Base Project, in the amount of \$200,000. The SEIR analyzed the potential environmental impacts associated with the Agency's Oakland Army Base Auto Mall proposal, and was certified by the Agency in December 2006. Due to an oversight by staff, the list of agreements to be transferred from OBRA to the Agency did not include the Lamphier-Gregory agreement. In order for Lamphier-Gregory's work to continue, the Agency must accept the rights and obligations of OBRA under the Agreement.

2. Amendments to OBRA Professional Services Agreements with Erler & Kalinowski, Geomatrix Consultants, Northgate Environmental Management, URS Corporation and Kimley-Horn for the Army Base Environmental Remediation and Engineering Program

The five consultants listed above provide essential environmental remediation and engineering support to Agency staff. Development of the Army Base will require major construction of new core infrastructure, including all utility systems, geotechnical improvements, and roadways. Professional engineering assistance is needed for the ongoing pre-development planning and to create preliminary designs and construction drawings for the upgrade and replacement of the core infrastructure.

The environmental cleanup of the former Oakland Army Base is subject to the oversight of the California Department of Toxic Substances Control (DTSC) and the San Francisco Bay Regional Water Quality Control Board (RWQCB). All work must be completed according to the requirements of the Consent Agreement among DTSC, the Oakland Base Reuse Authority, and the Oakland Redevelopment Agency dated May 19, 2003.

The Consent Agreement requires OBRA and the Agency, to complete remediation at all seven identified Remedial Action Plan (RAP) sites with five years (by August 2008) and all Risk Management Plan (RMP) locations within ten years (by August 2013). The estimated environmental remediation program cost is \$20.5 million. Environmental consulting services are required to provide technical program management, site investigation, ground water sampling, compliance inspections, report preparation, environmental oversight of RAP site cleanups, and coordination with the Port of Oakland and site developers as the responsibility for implementation of site cleanup shifts to the Port of Oakland and the site developers.

On June 26, 2006, the OBRA Governing Body approved the four contract amendments listed below. The original agreements with these contractors were approved and accepted by the

Item: _____
Community and Economic Development Committee
March 13, 2007

Agency Board on June 27, 2006 but the amendments to these contracts were not approved by the Agency Board due to the timing of the two meetings and notice requirements.

- Geomatrix Consultants Inc. (Geomatrix), Oakland, for as-needed environmental consulting services; Amendment for an additional \$300,000.
- Northgate Environmental Inc. (Northgate), Oakland, for as-needed environmental consulting services; Amendment for an additional \$300,000.
- Erler and Kalinowski Inc. (EKI), Burlingame, for Technical Program Management; Amendment for an additional \$400,000.
- URS Inc., Oakland, for as-needed engineering services; Amendment for an additional \$400,000.

On June 27, 2006, the Agency Board approved and accepted the agreement with Kimley-Horn, an Oakland company that provides infrastructure and engineering design services at the Army Base.

KEY ISSUES AND IMPACTS

1. Lamphier-Gregory: Environmental Analysis and Support for Army Base Development Activities

In June 2006 the OBRA Governing Body authorized its Executive Director (the City Administrator) to take all actions necessary to accomplish the dissolution of OBRA, including the transfer of all of its professional services agreements to the Agency. A list of current OBRA professional services agreements was included in the June OBRA and Agency reports; however, the Lamphier-Gregory agreement was inadvertently omitted. Though the OBRA Governing Body has not met since June 2006, the entity continues to exist until staff is able to tie up several loose ends, including the transfer of a federal grant to the Agency, the complete transition of OBRA's operations and contracts, and the actions requested in this report.

During the period of Army Base project transition from OBRA to the Agency, Lamphier-Gregory was preparing the SEIR for the Agency's Auto Mall proposal. Due to the changing needs in the development at the Army Base, and OBRA/Agency's need for timely information, the OBRA Executive Director commissioned additional work of Lamphier-Gregory that will need to be captured in a new amendment to the Lamphier-Gregory contract. The Executive Director commissioned the preparation of the auto dealership design information and the requisite contract amendment. The total cost of the design services is \$30,000.¹

Staff has been satisfied with the work products that Lamphier-Gregory has provided. In light of this and the company's experience, background, expertise and strong familiarity with Army Base

¹ OBRA Resolution 2003-18 authorized the Executive Director to enter into contracts of up to \$300,000 in value without prior OBRA Board authorization.

development issues, staff recommends extending Lamphier-Gregory's scope of services to include new work that will assist the development at the Army Base. These new tasks include:

- 1) A Fair-Share Allocation Analysis to determine the appropriate financial contribution that should be obtained from auto dealers within the Auto Mall project area for financing the necessary physical improvements and mitigations identified in the SEIR, for an amount not to exceed \$20,000;
- 2) Environmental analysis for a proposed Auto Mall Media Board / Electronic Display Billboard and other Auto Mall related projects, pursuant to the California Environmental Quality Act (CEQA), for an amount not to exceed \$30,000; and
- 3) Management of the implementation of the Mitigation Monitoring and Reporting Programs for the Army Base Redevelopment Plan EIR and Army Base Auto Mall SEIR, for an amount not to exceed \$60,000

These tasks all support further development and implementation of the Agency's Army Base Auto Mall proposal. Although other consultants may be able to provide these services, Lamphier-Gregory has the background to complete these efforts quickly and in a manner that builds on the existing known development issues, opportunities and constraints of the Army Base project. The total contract amendment, including the design work completed for the SEIR and for a required Warehouse Feasibility Study which incorporated auto dealership design info, is \$140,000. Given the existing \$403,000 contract value, the amendment would bring the total Lamphier-Gregory contract value to \$543,000.

2. Erler and Kalinowski: Technical Program Management

Erler and Kalinowski Inc. (EKI) provides Technical Program Management for the former Oakland Army Base Environmental Remediation Program. The contract extension allows EKI to continue assisting the Agency and the Port of Oakland with Technical Program Management through June 30, 2008 and specifically to provide the following services: Update and maintain the base-wide environmental database, assist with implementation of the Risk Management Plan, assist in negotiations with site developers, prepare and update the Remediation Schedule, review technical documents and plans, track progress of remediation, provide construction review services and serve as the primary technical resource for all aspects of Technical Program Management. The OBRA Board approved the amendment described in this report on June 26, 2006.

EKI worked with OBRA staff throughout the negotiations for the Early Transfer of the former Oakland Army Base. EKI drafted and is intimately familiar with the procedures and requirements for implementing the RAP/RMP. EKI fills an important role in providing technical assistance for the oversight of work completed by the as-needed consultants, Port staff and consultants, negotiations with DTSC and the RWQCB, regular reporting, database management and assisting with the technical aspects of the RMP implementation program.

EKI will serve as the primary technical management consultant for the Environmental Remediation Program but will not be bidding on or receiving contracts for any of the site cleanup work. EKI's services will be billed on a level of effort basis.

In June 2006 OBRA approved a \$400,000 amendment to the EKI Professional Services Agreement. This results in an overall contract value of \$1,200,000.

3. Geomatrix and Northgate: Environmental Services

The Agency requires professional environmental services to implement the requirements of the Consent Agreement, the Oakland Army Base Remedial Action Plan/Risk Management Plan (RAP/RMP) and the Port/City Memorandum of Agreement.

The environmental cleanup of the former Oakland Army Base is subject to the oversight of the California Department of Toxic Substances Control (DTSC) and the San Francisco Bay Regional Water Quality Control Board (RWQCB). All work must be completed according to the requirements of the Consent Agreement among DTSC, the Oakland Base Reuse Authority, and the Oakland Redevelopment Agency dated May 19, 2003.

The Consent Agreement requires the Agency to complete remediation at all seven identified Remedial Action Plan (RAP) sites within five years (by August 2008) and all Risk Management Plan (RMP) locations within ten years (by August 2013). Environmental consultant services are required to provide technical program management, site investigation, ground water sampling, compliance inspections, report preparation, environmental oversight of RAP site cleanups, and coordination with the Port of Oakland and site developers as the responsibility for implementation of site cleanup shifts to the Port of Oakland and the site developers.

OBRA staff worked with the Public Works Agency/Environmental Services Division (PWA/ESD) to evaluate and select the most qualified contractors. A Request for Proposal (RFP) for as-needed environmental consulting services contracts was sent to 150 firms. Twelve proposals were received, evaluated and short-listed to the ten most responsive and qualified consultant teams. Interviews of the ten consultant teams were conducted in December, 2004. The interview panel consisted of staff from OBRA, City Manager's Office (Retirement and Risk Administration), and PWA/ESD.

Based on the interview performances of the consultant teams, the specific environmental needs of OBRA and the City's LBE/SLBE preferences and credit points program, eight consulting teams were selected as the most qualified. Six of these firms were designated for City/Oakland Redevelopment Agency projects and two were designated for OBRA projects.

Geomatrix and Northgate will continue the professional services work that is underway on the existing RAP sites and will complete environmental investigation and remediation tasks that are

to be completed prior to transfer of the property to site developers. Continuity on the existing cleanup sites will allow work to continue uninterrupted until transfer of ownership.

Professional Services Agreements with Geomatrix Consultants, Inc, and Northgate Environmental Inc. were approved by the OBRA Board on January 18, 2005. The amendments discussed in this report for \$300,000 for each firm, were approved by the OBRA Board on June 26, 2006. This results in an overall contract value of \$800,000 for each firm.

4. URS: Engineering Services

The Agency requires professional engineering services to assist in implementing the requirements of the Environmental Remediation Program and to provide infrastructure planning and technical advice in support of pre-development planning for the Army Base. The existing consultants participate as part of the Agency's technical staff and consultant team on engineering and design projects.

Development of the Army Base will require major construction of new core infrastructure, including all utility systems, geotechnical improvements, and roadways. Professional engineering assistance is needed for ongoing pre-development planning and to create preliminary designs and construction drawings for the upgrade and replacement of the core infrastructure.

The majority of the initial design tasks have been performed by Kimley-Horn. URS has provided engineering services in support of the environmental remediation program. The primary tasks to be performed by URS under the contract amendment will be to assist with the engineering design and specifications required for the removal of existing structures within the Gateway Development Area, geotechnical studies, utility system analysis and traffic studies. The Agency is working with the Port of Oakland on the tentative removal schedules and requires engineering assistance to evaluate and negotiate with the Port and site developers on the cost, process and schedules for structure removal.

After a lengthy Request for Proposals process for infrastructure design and engineering management services in the first half of 2005, URS Inc. was selected by OBRA staff to provide engineering support for the environmental cleanup of RAP sites and existing structures. The professional services agreement with URS was approved by the OBRA Board on June 20, 2005. The initial contract amount was only \$100,000 because the details regarding development of the Army Base were not solidified. Now that the development plans for part of the former Army Base are further along, an additional estimated \$400,000 of building evaluation, development of plans and specifications and engineering management work is needed to quickly move the property towards development. This addition brings the total URS contract amount to \$500,000. Staff is satisfied with the performance of URS during the initial phase of the contract. The OBRA Board approved the amendment described in this report on June 26, 2006.

5. Kimley-Horn & Associates: Engineering Services

ORA staff and Kimley-Horn have substantially completed infrastructure design and engineering for the North Gateway Development Area (NGDA). Virtually all of the existing infrastructure

Item: _____

Community and Economic Development Committee
March 13, 2007

installed by the Army and currently owned and operated by ORA is obsolete. Design work in the NGDA requires coordination with the major development projects planned by EBMUD, the Port and Burlington Northern /Santa Fe Railroad.

Kimley-Horn has prepared preliminary development plans for the infrastructure improvements, a draft Tract Map Application, applications for new water (EBMUD) and utility (PG&E) service. The design of the infrastructure improvements for the proposed auto mall has been changing as part of continued discussions with EBMUD regarding unobstructed access to the existing Municipal Waste Water Treatment Plant. These discussions and changes have prolonged the design process and resulted in additional costs.

Tasks to be performed under the contract amendment:

- North Gateway: Completion of improvement plans, bid documents, Tract Map and utility applications.
- Other as-needed technical services and engineering support in negotiations with site developers.

The Kimley-Horn team is comprised primarily of Local and Small Local Business Enterprises (LBE and SLBE). Kimley-Horn has responded to requests for work in a timely and professional manner, utilizing the resources identified in their proposal. It is estimated that approximately 90% of the work performed under this contract amendment will be performed by LBE and SLBE firms.

The initial Kimley-Horn Professional Services Agreement was for \$1,500,000. The proposed amendment would bring the total contract value to \$2,000,000.

SUSTAINABLE OPPORTUNITIES

This report does not include the approval of any specific projects or programs for sustainable opportunities.

DISABILITY AND SENIOR CITIZEN ACCESS

This report does not include the approval of any specific projects or programs for disability and senior citizen access.

RECOMMENDATION(S) AND RATIONALE

Staff has been satisfied with the work product that Lamphier-Gregory has provided OBRA since 2001. Because the Agency has accepted the transfer of all of OBRA's operations, staff recommends that the Agency assume the rights and obligations of OBRA in the professional services agreement with Lamphier-Gregory. In light of the company's experience, background,

Item: _____
Community and Economic Development Committee
March 13, 2007

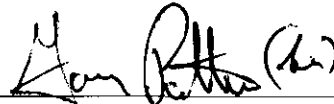
expertise and strong familiarity with Army Base development issues, staff recommends extending Lamphier-Gregory's scope of services to include new work that will assist the development at the Army Base.

Staff recommends that the Agency accept the rights and obligations of OBRA in the amendments to the professional services agreements with Erler & Kalinowski, Geomatrix Consultants, Northgate Environmental Management, URS Corporation and Kimley-Horn & Associates. This action will allow these agreements to be managed by the Agency in the same manner as other former OBRA agreements. Staff further recommends that the contracted amount for these agreements be amended as specified earlier in this report in order to continue the activities required to implement the Army Base Auto Mall development concept and to meet regulatory requirements of the Army Base environmental remediation program.

ACTION REQUESTED OF THE AGENCY

Staff recommends that the Agency approve the attached resolution (1) accepting the rights and obligations of OBRA under the Lamphier-Gregory professional services agreement, and the amendments to the professional services agreements with Erler & Kalinowski, Geomatrix Consultants, Northgate Environmental Management and URS Corporation and (2) amending the Lamphier-Gregory professional services agreement to expand the scope of services.

Respectfully submitted,



CLAUDIA CAPPIO

Development Director, Community and
Economic Development Agency

Prepared by:
Elois A. Thornton, Planner IV
Andrew Clough, Project Manager
City Planning Department

APPROVED AND FORWARDED TO THE
COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE:



OFFICE OF THE AGENCY ADMINISTRATOR

Attachment:

Lamphier-Gregory Scope of Work for Contract Amendment

Item: _____
Community and Economic Development Committee
March 13, 2007

**ATTACHMENT
LAMPHER-GREGORY CONTRACT AMENDMENT:
SCOPE OF WORK**

The services are to be performed under OBRA's December 3, 2001 Agreement with CONTRACTOR, as amended.

I. SITE PLANNING AND DESIGN SERVICES FOR THE FEASIBILITY STUDY OF ADAPTIVE REUSE STUDY

Project Description

Analysis of the potential of all structures within the Oakland Army Base Auto Mall Project Area boundaries that are within the Oakland Army Base Historic District for adaptive reuse as auto dealerships and/or associated activities. This project is in furtherance of Task 2 of the joint Port of Oakland/City of Oakland *Oakland Army Base Cultural Resources Mitigation Implementation Plan No. 1: Oakland Army Base Historic District Architectural Salvage, Reuse and Document Assessment (May 26, 2006)*.

Scope of Work

In collaboration with Port of Oakland consultants Woodruff Minor and Nancy Stoltz, CONTRACTOR (Lamphier Gregory and subconsultant. Stephen Fee) will evaluate the feasibility of reusing Buildings #804, #805, #806, #807, #808, #812, #821, #822, and #823 as auto dealership facilities (storage, showroom, service, etc.). Study will assume that the buildings are reused in their existing locations (e.g., structures will not be moved). The study will focus primarily on Buildings #808 and #812 as prototypes for the other specified warehouses currently existing at the former Army Base.

CONTRACTOR will assess the physical and design requirements that such reuse of these warehouse buildings would entail in developing the auto sales activity reuse scenarios. CONTRACTOR's specific activities for this project include, but are not limited to:

- a. Review. Existing reports and other documents related to all specified buildings will be analyzed to determine the potential reuse of the buildings or portions of buildings.
- b. Consultation. One or more automobile dealers identified by the City Project Manager will be consulted to determine use requirements for potential reuse of all specified buildings.
- c. Report Preparation. A reuse assessment report will be prepared summarizing the findings and making recommendations for potential reuse of buildings or portions of

buildings, and will include at least four digital images depicting the exterior and interior of Buildings as appropriate.

CONTRACTOR will coordinate with Alex Greenwood of the Oakland Redevelopment Agency to identify representatives of the auto dealership community whose input should be solicited in the evaluation of the structures.

Deliverables

CONTRACTOR will contribute to preparation of a reuse assessment report with supporting graphics and exhibits as necessary, synthesizing the collaborative analysis of all participating consultants in evaluating the feasibility of using existing Army Base warehouses for auto dealership facilities. CONTRACTOR will also produce a CD of the final report that includes all digital images photographed in the field and used in the report.

If requested, CONTRACTOR will prepare architectural perspectives of the reuse proposal(s) for presentation to the Oakland Redevelopment Agency, City Planning Commission, and/or other bodies.

Due Date

Services will be completed at the time of completion of the Supplemental Environmental Impact Report for the Auto Mall Project.

II. MITIGATION MONITORING AND REPORTING PROGRAM (MMRP) COST ALLOCATION (FAIR SHARE ANALYSIS) FOR THE AUTO MALL PROJECT

Project Description

Analysis of the probable cost of the mitigations specified in the Supplemental Environmental Impact Report for the Auto Mall project, and determination of the allocation for each project participant sponsor within the Auto Mall.

Scope of Work

A. Leverage existing documentation. CONTRACTOR will leverage their previous work done for fair-share report for the abandoned Army Base Costco Project in order to compress the budget and schedule for all items below.

B. Identify Applicable Mitigation Measures from Army Base EIR MMRP. CONTRACTOR will compile a list of mitigation measures from the Army Base Redevelopment Plan EIR MMRP and the Army Base Auto Mall SEIR MMRP, that are

Item: _____

Community and Economic Development Committee

March 13, 2007

intended to be applicable to the Auto Mall project.

C. Estimate Fair-Share Allocation of Mitigation. Depending upon the type of mitigation requirement, CONTRACTOR will estimate the percentage of fair-share implementation of identified mitigation measures that may be attributable to, or allocated to the Auto Mall project.

1. CONTRACTOR will identify other contributing activities to mitigation requirements. Depending on the specifics of the mitigation requirement, other such activities may include:
 - a) Other Gateway Development Area developments within the Army Base
 - b) Port of Oakland Army Base-specific activities
 - c) Other Port of Oakland cumulative development and redevelopment activities
 - d) Development within the 16th and Wood subarea, including the Central Station project
 - e) Other background growth and development within the vicinity, potentially including the West Oakland Redevelopment Area and the Oakland Uptown projects, and possibly extending to cover the Oak-to-9th project and the Jack London Square redevelopment projects as well (particularly in relation to public service issues such as fire protection)
2. CONTRACTOR may base fair-share allocations on the following factors:
 - a) Percent of total vehicle trips generated (based on analysis provided by Dowling Associates)
 - b) Percent of peak hour vehicle trips on a given roadway or at a given intersection location (based on link-segment analysis to be provided by Dowling Associates)
 - c) Percent of land area or parcel size
 - d) Percent of square footage of building
 - e) Extent to which the Auto Mall project site may affect or contribute to an environmental impact, and/or
 - f) Other means of measuring or allocating fair share, depending upon the mitigation approach established in the Army Base EIR MMRP.
3. CONTRACTOR will identify and provide explanations of mitigation measures for which no mechanism exists under which to contribute a fair share.

D. Estimate Cost Contribution. CONTRACTOR will estimate the cost or allocations for implementation for those fair-share mitigation measures allocated to the Auto Mall project based on the following factors:

1. Where possible, CONTRACTOR will estimate the total cost of identified mitigation

Item: _____
Community and Economic Development Committee
March 13, 2007

requirements. Cost estimates will be derived from the following sources:

- a) Mitigation cost estimates previously developed (i.e., cultural/historic resource mitigation package),
 - b) Traffic and circulation improvement costs provided by Dowling Associates,
2. Based on the fair-share allocation factors identified above, CONTRACTOR will divide the estimated total cost for implementation of mitigation measures by the percent allocation attributable to the Auto Mall project. This process will result in an estimated cost per mitigation measure (where applicable) attributable to the Auto Mall project.
 3. CONTRACTOR will identify some items for an internal solution to be implemented by the Auto Mall to mitigate their own impact rather than paying fair-share into a common solution (TDM/TCM Plan, internal access roads). Costs will not be estimated for these internal solutions.

E. Consideration of Offsetting Factors. CONTRACTOR will work with City staff and representatives to identify alternative funding strategies that are being considered by the City as a means of off setting the total mitigation costs attributable to the Auto Mall project. Such alternative funding strategies may include:

1. Use of Redevelopment Agency funds to prepare marketable parcels,
2. Use of redevelopment tax increment financing,
3. Potential availability of federal, state or other grants, loans and cost-matching programs
4. Possible waiver or release from mitigation costs due to overriding considerations (i.e., infeasibility of mitigation requirement, excessive costs per benefit of mitigation requirements, etc.).

F. Documentation. CONTRACTOR will prepare a draft letter report and submit it to City staff. CONTRACTOR will make revisions in response to a single set of (non-conflicting) review comments from City staff, and will submit a final report thereafter.

G. Meetings. CONTRACTOR will attend four (4) meetings with City staff regarding the tasks described in this Fifth Amendment to Schedule A, and a maximum of three (3) additional meetings for public presentation of the report with the Oakland City Planning Commission, Oakland Redevelopment Agency or other agency as determined by City staff.

Deliverables

CONTRACTOR will prepare a draft letter report and submit it to City staff. CONTRACTOR will make revisions in response to a single set of (non-conflicting) review comments from City staff, and will submit a final report thereafter.

Due Date

Services will be completed within six weeks of issuance of a Notice To Proceed, barring the occurrence of events beyond CONTRACTOR's control.

III. ENVIRONMENTAL ANALYSIS FOR THE PROPOSED AUTO MALL BILLBOARD PROJECT AND OTHER AUTO MALL PROJECTS AS NEEDED

Project Description

Preparation of environmental analysis (Addendum to the 1983 Proposed Port of Oakland Sign EIR for a Gateway Auto Mall Media Board /Electronic Display Billboard in a similar location to those previously analyzed) for the Auto Mall on the former Oakland Army Base, and environmental analysis of other Auto Mall-related projects, pursuant to the California Environmental Quality Act (CEQA).

Scope of Work

A. Project Initiation, Project Description, Data Review And Collection. CONTRACTOR will attend an initial start-up meeting with City staff at which CONTRACTOR will:

1. Receive a Project Description;
2. Agree upon a format for the Addendum;
3. Determine how each work task can best be accomplished; and
4. Finalize a schedule for completion.
5. CONTRACTOR will also obtain all relevant documents and data available from the City and begin a thorough review of background information.

B. Preparation of an EIR Addendum. CONTRACTOR will prepare an Addendum to the

Item: _____
Community and Economic Development Committee
March 13, 2007

1983 Port of Oakland Proposed Port of Oakland Sign EIR for a Medial Board (Electronic Display Billboard) related to the Auto Mall.

1. CONTRACTOR will prepare a complete Administrative Draft EIR Addendum for review and comment by City staff. Five (5) hard copies of this document will be provided for City internal review, plus an electronic (Word and PDF for graphics) version. This scope and budget are based on the following assumptions:
 - a) The project description will not be finalized when work is begun, requiring a larger scope of analysis relating to location and sign structure specifics.
 - b) CONTRACTOR will research existing regulations and notify the city of any potential consistency issues prior to finalization of the project description.
 - c) Based on the finalized project description, the environmental impacts can be found to be similar or less than those disclosed in the original EIR.
 - d) Exhibits of the exact or type of proposed billboard will be provided by the city, which we can use to update exhibits as necessary. Full new visual exhibits prepared by a sub-consultant will not be required.

2. Following receipt of comments from the City, CONTRACTOR will revise the Administrative Draft Addendum and submit a revised copy (using underline and strike-out for ease of review) to the City. Following receipt of further comments from the City, CONTRACTOR will again revise the Administrative Draft Addendum and submit a revised copy (accepting previous changes and then using underline and strike-out for new changes) to the City. Following approval of changes, CONTRACTOR will finalize the Administrative Draft Addendum.

3. Once approved by City staff, a total of 30 hard copies of the EIR Addendum will be published for review by City staff. It is not required to circulate an addendum for public review. A hard copy of the Addendum and a Notice of Availability will be provided to the State Clearinghouse by the CONTRACTOR. In addition, CONTRACTOR will furnish one electronic PDF version of the document suitable for uploading to the City's website and one electronic Word version.

Based on preliminary analysis, we assume CEQA compliance would be satisfied with the preparation of an Addendum. However, if in the course of analysis, it is determined that an Addendum, per CEQA Guidelines 15164, is not the appropriate or sufficient document for CEQA compliance, a revised Scope of Work and Budget will be prepared by CONTRACTOR for review and approval.

- C. Preparation of Other Environmental Documents as Necessary for the Implementation of the Auto Mall Project.** CONSULTANT will perform environmental analysis as directed by staff.

Item: _____
Community and Economic Development Committee
March 13, 2007

D. Meetings and Public Hearings. CONTRACTOR Project Manager will attend all public hearings and meetings for this project. The following meetings and hearings are budgeted. Additional meetings will be billed on a time-and-materials basis:

Project Start-Up Meeting

1. One (1) Administrative Draft EIR Addendum review meeting to work through City staff comments
2. Two (2) public hearings (Planning Commission and/or Redevelopment Agency)

Deliverables

Administrative Draft and Final Addendum documents as identified in Section B above.

Due Date

Draft Addendum within six weeks of the Project Start-Up Meeting, or 3 weeks after finalization of the project description, whichever is later, barring the occurrence of events beyond our control.

IV. MITIGATION MONITORING AND REPORTING PROGRAMS (MMRP) MANAGEMENT

Project Description

Management of the Mitigation Monitoring and Reporting Programs (MMRP) for the Oakland Army Base Redevelopment Plan EIR (July 2002) and the Supplemental EIR for the Oakland Army Base Auto Mall Project (December 2006)

Scope of Work

The following scope of services identifies the types of planning services that may be required to assist the City of Oakland in follow-up implementation of the Mitigation Monitoring Programs for the Army Base Redevelopment EIR and the Army Base Auto Mall Supplemental EIR. These

Item: _____
Community and Economic Development Committee
March 13, 2007

services may be further refined during the process. If such refinements are necessary, CONTACTOR will prepare an addendum to this scope outlining the specific tasks and corresponding fees as may be needed to address changes in the scope.

TASK 1: Confirmation and Organization of MMRP Requirements/Conditions of Approval (COA)

- 1.1. Army Base Redevelopment Projects. The types of projects within the Army Base Redevelopment Area for which MMRP and COA implementation monitoring may be required include:
 - 1.1.1. Individual Army Base Auto Mall car dealerships
 - 1.1.2. Central Station project at 16th & Wood
 - 1.1.3. Infrastructure and roadway improvements within the City Army Base Gateway area
 - 1.1.4. Port of Oakland improvements adjacent to the Army Base Gateway
 - 1.1.5. Other projects as may arise

- 1.2. MMRP and COA List: CONTRACTOR will meet with Planning and Redevelopment staff to review and confirm the list of mitigation requirements and conditions of approval as related to Army Base Redevelopment Area projects. This list will be derived from:
 - 1.2.1. Army Base Redevelopment Plan / Reuse Plan EIR
 - 1.2.2. City of Oakland Standard Conditions of Approval
 - 1.2.3. Army Base Auto Mall Project SEIR
 - 1.2.4. Central Station Project EIR
 - 1.2.5. Port of Oakland development projects
 - 1.2.6. Other individual projects as may arise within the Army Base Redevelopment Area

- 1.3. Fair Share Responsibilities: For each mitigation measure that is identified as a “Fair Share” responsibility from the Army Base Redevelopment EIR, reference to the appropriate section or the conclusion of the *Army Base EIR Mitigation Measure Fair Share* report (a separate CONTRACTOR scope of work) shall be identified.

- 1.4. Project Tracking System: Based on the MMRP/ COA list, CONTRACTOR will develop a system of spreadsheets and checklists intended to track the submittal

requirements for each of the major development areas and/or individual projects, by phase or by timing “triggers”.

1.4.1. The checklist would include such information as:

- a. reference number, name or tile for the MM or COA
- b. party responsible for implementation
- c. agency or department responsible for ensuring implementation
- d. date and initials

1.4.2. The checklist would be organized by anticipated phasing or timing triggers, such as prior to approval of:

- a. tentative parcel or tract map
- b. final parcel or tract map
- c. subsequent use permit
- d. grading permit
- e. building permit
- f. certificate of occupancy
- g. other phases or “triggers” as may be applicable

1.5. Details: Behind the tracking System would be a detailed description of each mitigation measure or COA, along with any further explanations or details deemed necessary.

TASK 2: Review and/or Processing of Subsequent Submittal Requirements

At the City’s direction, CONTRACTOR would be available to assist in the preparation, review and/or processing of certain submittal requirements for individual projects within the Army Base Redevelopment Area.

2.1. City’s Implementation Responsibility. According to the Army Base Redevelopment Plan EIR, the City of Oakland and the Port are to begin implementation of a number of planning studies and implementation programs. CONTRACTOR will assist the City and work together with City and Port staff as appropriate to develop and or conduct the following studies:

- a. Assessment of land use compatibility issues for projects along the City/Port boundaries
- b. Truck Management / Truck Parking Plan
- c. Truck Neighborhood Impact Reduction Program
- d. Public Trail Access Plan

2.2. Historic Mitigation Program. The Army Base Redevelopment Plan EIR includes a series of mitigation strategies to reduce, to the extent practical, the loss of the Army Base Historic District and its contributing structures. CONTRACTOR will work with City staff, the Port, Landmarks Board, Oakland Heritage Alliance and other stakeholders toward implementation of these mitigation requirements:

- a. identification of an appropriate historic commemoration site
- b. gathering of oral histories
- c. preparation of a historical recognition brochure
- d. coordination with an appropriate military website
- e. salvage related to warehouse building materials and fixtures, as well as salvage and display of the old murals from Building 1
- f. other measures as specifically defined in the Army Base EIR MMRP

2.3. Construction-Period Mitigation. At the City's request, CONTRACTOR will coordinate with Building Services staff to ensure implementation of identified construction period mitigation requirements including:

- a. appropriate dust control
- b. exhaust and diesel emission reductions
- c. noise reduction measures as necessary
- d. temporary circulation and truck route detours as necessary

2.4. Traffic and Transportation. CONTRACTOR will coordinate with Transportation Services and Public Works staff to follow-up on implementation of MMRP requirements related to:

- a. Roadway improvements and design, including auto mall dealership access
- b. Fair-share intersection improvements
- c. TDM program and transit access enhancements

2.5. Infrastructure Improvements. CONTRACTOR will coordinate with Public Works and other service providers to follow-up on implementation of MMRP requirements related to:

- a. Wastewater collection line installation and sub-basin sewer capacity allocations
- b. New water and reclaimed water installations
- c. Storm drain lines and RWQCB requirements for storm drain improvements

TASK 3: Attend Meetings and Prepare Meeting Materials

CONTRACTOR will attend meetings with project applicants, City staff and officials, other consultants and sub-consultants, and local agencies, on an as-needed basis for this assignment.

- 3.1. Agenda and Minutes. CONTRACTOR will prepare all materials necessary (pre-meeting agendas and post-meeting summaries) for all meetings attended.

- 3.2. Meeting Attendance. CONTRACTOR will attend all meetings that the City of Oakland authorizes or requires during the conduct of the services. The number or length of meetings per month may affect the estimate of time necessary for this project each month.

TASK 4: Preparation of Staff Reports and other Required Action Items

CONTRACTOR will prepare, review and edit any necessary staff reports, implementing documents, tables, charts, timelines, and schedules for the project, and forward these items to City Council and/or other hearing bodies for consideration.

TASK 5: Project Management (PM)

CONTRACTOR will assist the City of Oakland on an as-needed basis to accomplish all services as may be requested.

- 5.1. CONTRACTOR will manage and oversee the processing and implementation of this project for the City of Oakland.

- 5.2. Staff Support. CONTRACTOR may utilize additional Lamphier-Gregory staff to provide support and administrative services necessary for this assignment. Fees for these support and administrative services will be based on a time and materials basis.

- 5.3. Additional Sub-Consultant Services. In order to provide specialized expertise in certain topics may arise, CONTRACTOR may sub-contract with other professional service providers. Any such sub-consultant services shall be at the City of Oakland request and approval.

TASK 6: Other Services

CONTRACTOR may provide additional services not specifically described in the above tasks, at the City of Oakland's direction and authorization. CONTRACTOR will itemize and separately invoice (if requested) for such additional services and materials as may be requested.

Deliverables

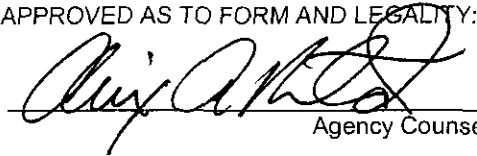
Documents as specified in Tasks 1-6 above.

Schedule

Services will commence upon issuance of a Notice to Proceed from the City of Oakland. Thereafter the above services will be performed at the request of the City of Oakland and on a time and materials basis with the number of required hours per billing period likely to vary depending upon the work requested. therefore due dates will be based upon the specific services identified at time services are requested.

For estimating purposes CONTRACTOR has assumed that his involvement will likely vary over time, but may average about 20 hours per 4-week billing period, and that other assigned Lamphier-Gregory staff (Rebecca Gorton and/or Jason Chafin) may average about 40 hours per 4-week billing period. A monthly (4-week) billing cap will be established at \$10,000 per period, not to be exceeded unless otherwise authorized by the City.

2007 MAR -1 PM 4:14


Agency Counsel

OAKLAND REDEVELOPMENT AGENCY

RESOLUTION No. _____ C.M.S.

OAKLAND REDEVELOPMENT AGENCY (AGENCY) RESOLUTION REGARDING EXISTING OAKLAND BASE REUSE AUTHORITY (OBRA) PROFESSIONAL SERVICES AGREEMENTS TO:

- (1) ACCEPT THE RIGHTS AND OBLIGATIONS OF OBRA IN THE PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN OBRA AND LAMPHIER-GREGORY IN AN AMOUNT NOT TO EXCEED FOUR HUNDRED THREE THOUSAND DOLLARS (\$403,000);
- (2) APPROVE AND EXECUTE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN OBRA AND LAMPHIER-GREGORY IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FORTY THOUSAND DOLLARS (\$140,000) FOR A NEW TOTAL CONTRACT AMOUNT OF FIVE HUNDRED, FORTY THREE THOUSAND DOLLARS (\$543,000); AND
- (3) ACCEPT THE RIGHTS AND OBLIGATIONS OF OBRA IN THE FOLLOWING AMENDMENTS TO OBRA PROFESSIONAL SERVICES CONTRACTS, WHICH AMENDMENTS HAVE BEEN APPROVED BY THE OBRA GOVERNING BODY:
 - A. AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN OBRA AND ERLER & KALINOWSKI IN AN AMOUNT NOT TO EXCEED FOUR HUNDRED THOUSAND DOLLARS (\$400,000) FOR A NEW TOTAL CONTRACT AMOUNT OF ONE MILLION, TWO HUNDRED THOUSAND DOLLARS (\$1,200,000);
 - B. AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN OBRA AND GEOMATRIX CONSULTANTS FOR AN AMOUNT NOT TO EXCEED THREE HUNDRED THOUSAND DOLLARS (\$300,000) FOR A NEW TOTAL CONTRACT AMOUNT OF EIGHT HUNDRED THOUSAND DOLLARS (\$800,000);
 - C. AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN OBRA AND NORTHGATE ENVIRONMENTAL MANAGEMENT FOR AN AMOUNT NOT TO EXCEED THREE HUNDRED THOUSAND DOLLARS (\$300,000) FOR A

NEW TOTAL CONTRACT AMOUNT OF EIGHT HUNDRED THOUSAND DOLLARS (\$800,000);

D. AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN OBRA AND URS CORPORATION FOR AN AMOUNT NOT TO EXCEED FOUR HUNDRED THOUSAND DOLLARS (\$400,000) FOR A NEW TOTAL CONTRACT AMOUNT OF FIVE HUNDRED THOUSAND DOLLARS (\$500,000); AND

(4) APPROVE AND EXECUTE AN AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT BY AND BETWEEN THE AGENCY AND KIMLEY-HORN & ASSOCIATES IN AN AMOUNT NOT TO EXCEED FIVE HUNDRED THOUSAND DOLLARS (\$500,000) FOR A NEW TOTAL CONTRACT AMOUNT OF TWO MILLION DOLLARS (\$2,000,000).

WHEREAS, the Oakland Base Reuse Authority ("OBRA") was created by a joint powers agreement among the City of Oakland, the Redevelopment Agency of the City of Oakland ("Agency") and the County of Alameda on March 14, 1995, as restated and revised on July 15, 2003 for the purpose of planning for the closure and reuse of closed military bases within the City of Oakland; and

WHEREAS, on June 26, 2006, OBRA authorized the transfer of OBRA's remaining assets and liabilities to the Agency effective after August 7, 2006, and approved the adoption of the OBRA Budget for FY 2006-07 into the Agency's Bay Bridge Gateway Project; and

WHEREAS, on June 27, 2006, the Agency formally accepted OBRA's assets and obligations, and assumed all of the rights and obligations of OBRA in the agreements listed in the table attached as Attachment A hereto, as OBRA's successor-in-interest; and

WHEREAS, Pursuant to Resolutions 2006-49 and 2007-5, the Agency accepted and appropriated a total of \$29,303,864 in funds from the OBRA Budget within the OBRA Leasing & Utility Fund (9575), OBRA Environmental Remediation Fund (9576) and OBRA Federal & State Grants Fund (9577); and

WHEREAS, the list of approved agreements on Attachment A did not include an existing agreement by and between OBRA and Lamphier-Gregory for the preparation of an Environmental Impact Report for the Oakland Army Base Redevelopment Area ("Redevelopment Area"), traffic analyses related to projects within the Redevelopment Area, a fair-share allocation analysis for projects within the Redevelopment Area, and preparation of a Supplemental Environmental Impact Report for the Oakland Army Base Auto Mall Project, in an amount not to exceed Four Hundred Three Thousand Dollars (\$403,000), approved by OBRA in September 2001, February 2002, April 2003, July 2003, and September 2004; and

WHEREAS, staff recommends that the Agency accept the rights and obligations of OBRA under the Lamphier-Gregory Agreement; and

WHEREAS, staff has been satisfied with the work product of Lamphier-Gregory, and in light of the company's experience, background, and familiarity with Army Base development issues, staff recommends extending Lamphier-Gregory's scope of services to include new work that will assist the development at the Army Base by an amount not to exceed One Hundred Forty Thousand Dollars (\$140,000); and

WHEREAS, on June 27, 2006, by way of Redevelopment Agency Resolution 2006-49 C.M.S., the Agency accepted the rights and obligations of OBRA in the following five agreements (see Attachment A):

- (1) A Professional Services Agreement by and between OBRA and Erler & Kalinowski for Technical Program Management for the Environmental Remediation Program in an amount not to exceed \$800,000;
- (2) A Professional Services Agreement by and between OBRA and Geomatrix Consultants for construction management for the former Building 1 RAP site and various environmental site investigations, in an amount not to exceed \$500,000;
- (3) A Professional Services Agreement by and between OBRA and Northgate Environmental Management for construction management for the former Building 1 RAP site and various environmental site investigations, in an amount not to exceed \$500,000;
- (4) A Professional Services Agreement by and between OBRA and URS Corporation for engineering support for the Environmental Remediation Program and Building demolition/ deconstruction estimating, in an amount not to exceed \$100,000;
- (5) A Professional Services Agreement by and between OBRA and Kimley-Horn & Associates for infrastructure and engineering design for future development at the Oakland Army Base, in an amount not to exceed \$1,500,000; and

WHEREAS, on June 26, 2006, by way of OBRA Resolution 2006-08, OBRA approved amendments to the following agreements in the following amounts:

- **Erler & Kalinowski:** Four Hundred Thousand Dollars (\$400,000)
- **Geomatrix Consultants:** Three Hundred Thousand Dollars (\$300,000)
- **Northgate Environmental Management:** Three Hundred Thousand Dollars (\$300,000)
- **URS Corporation:** Four Hundred Thousand Dollars (\$400,000)

WHEREAS, the Agency has not yet accepted the rights and obligations of OBRA in the four amendments listed above due to the timing of the OBRA approval and notice requirements; and

WHEREAS, the Agency Administrator believes that the agreements with Lamphier-Gregory, Erler & Kalinowski, Geomatrix Consultants, Northgate

Environmental Management, and URS Corporation are essential to the redevelopment and planning for the reuse of the former Oakland Army Base; and

WHEREAS, staff has been satisfied with the work product of Kimley-Horn & Associates, and in light of the company's experience, background, and familiarity with Army Base development issues, staff recommends extending Kimley-Horn's scope of services to include new infrastructure and engineering design work for the Bay Bridge Auto Plaza project in an amount not to exceed \$500,000 for a total contract amount of \$2,000,000; NOW THEREFORE BE IT

RESOLVED: That the Redevelopment Agency of the City of Oakland hereby accepts the rights and obligations of OBRA in the professional services agreement by and between OBRA and Lamphier-Gregory in an amount not to exceed Four Hundred Three Thousand Dollars (\$403,000); and be it

FURTHER RESOLVED: That the Agency Administrator is hereby authorized to take all actions necessary to negotiate and execute an amendment to the professional services agreement by and between OBRA and Lamphier-Gregory in an amount not to exceed one hundred forty thousand dollars (\$140,000); and be it

FURTHER RESOLVED: That the Redevelopment Agency of the City of Oakland hereby accepts the rights and obligations of OBRA in the amendment to the professional services agreement by and between OBRA and Erler & Kalinowski in an Amount Not to Exceed Four Hundred Thousand Dollars (\$400,000), approved by OBRA on June 26, 2006; and be it

FURTHER RESOLVED: That the Redevelopment Agency of the City of Oakland hereby accepts the rights and obligations of OBRA in the amendment to the professional services agreement by and between OBRA and Geomatrix Consultants in an Amount Not to Exceed Three Hundred Thousand Dollars (\$300,000), approved by OBRA on June 26, 2006; and be it

FURTHER RESOLVED: That the Redevelopment Agency of the City of Oakland hereby accepts the rights and obligations of OBRA in the amendment to the professional services agreement by and between OBRA and Northgate Environmental Management in an Amount Not to Exceed Three Hundred Thousand Dollars (\$300,000); and be it

FURTHER RESOLVED: That the Redevelopment Agency of the City of Oakland hereby accepts the rights and obligations of OBRA in the amendment to the professional services agreement by and between OBRA and URS Corporation in an Amount Not to Exceed Four Hundred Thousand Dollars (\$400,000); and be it

FURTHER RESOLVED: That the Agency Administrator is hereby authorized to take all actions necessary to negotiate and execute an amendment to the professional services agreement by and between Kimley-Horn and the Agency (as OBRA's successor in interest) in an amount not to exceed five hundred thousand dollars (\$500,000) for a total contract amount of two million dollars (\$2,000,000); and be it

FURTHER RESOLVED: That the Agency has independently reviewed and considered this environmental determination, and the Agency finds and determines that this action complies with CEQA because this action on the part of the Agency (a) relies upon the previously certified 2002 Oakland Army Base EIR and the 2006 Bay Bridge Automall Project Supplemental EIR and does not meet the requirements for further environmental review under CEQA Guidelines Section 15162 and 15164; and (b) is otherwise exempt under CEQA Guidelines Section 15301 (existing facilities), 15320 (changes in organization of local agencies) and/or Section 15262 (Planning and Feasibility Studies); and be it

FURTHER RESOLVED: That the Agency Administrator or her designee shall cause to be filed with the County of Alameda a Notice of Exemption for this action.

IN AGENCY, OAKLAND, CALIFORNIA, _____, 2007

PASSED BY THE FOLLOWING VOTE:

AYES- BROOKS, BRUNNER, CHANG, KERNIGHAN, NADEL, QUAN, REID,
AND CHAIRPERSON DE LA FUENTE

NOES-

ABSENT-

ABSTENTION-

ATTEST: _____
LATONDA SIMMONS
Secretary of the Redevelopment Agency
of the City of Oakland

ATTACHMENT A
June 27, 2006

TABLE OF ARMY BASE AGREEMENTS

Agreement Name	Parties to Agreement	Description of Agreement
1) Purchase and Sale Agreement dated May 23, 2005	California Department of Transportation City of Oakland Oakland Base Reuse Authority	Transfer of 6.5 acres of Port Sliver Property from Agency/OBRA to Caltrans
2) Chubb Remediation Cost Cap Environmental Site Liability Policy	Oakland Redevelopment Agency United States Army Chubb National Insurance Company City of Oakland Oakland Base Reuse Authority Port of Oakland State of California	\$30 million environmental insurance policy for the Environmental Remediation Program
3) Memorandum of Agreement for Oakland Army Base dated July 8, 2003 (City-Port MOA)	City of Oakland Oakland Base Reuse Authority Oakland Redevelopment Agency Port of Oakland	Agreement b/w City parties regarding transfer of Army Base properties among the parties
4) East Bay Municipal Utility District (EBMUD) Water Commodity Contract	East Bay Municipal Utilities District (EBMUD) Oakland Base Reuse Authority	Water and sewer contract for Army Base service
5) Consent Agreement dated September 27, 2002	California Department of Toxic Substances Control Oakland Base Reuse Authority Oakland Redevelopment Agency	Timing and logistics of environmental cleanup of the Army Base property
6) Oakland Army Base Economic Development Conveyance Memorandum of Agreement dated September 27, 2002	Oakland Base Reuse Authority Oakland Redevelopment Agency United States Army	Agreement w/ Army for acquisition, auditing and reinvestment requirements of Army Base property
7) ESCA Agreement dated September 27, 2002.	Oakland Base Reuse Authority Oakland Redevelopment Agency United States Army	Funding for cleaning-up the Army Base
8) Oakland Army Base Title Settlement and Exchange Agreement, dated _____ 2006	California State Lands Commission Oakland Base Reuse Authority Oakland Redevelopment Agency Port of Oakland	Agreement removing the tidelands trust designation from the Gateway Development Area, except for the shoreline park area
9) Memorandum of Agreement dated April 2005	Painters and Decorators Joint Apprenticeship Training Committee of the Bay Area, Inc. (JATC) Oakland Base Reuse Authority Oakland Redevelopment Agency	Agreement replacing JATC's public benefit conveyance right to 3 acres of Army Base property

Army Base Agreements	Parties to Agreements	Description of Agreement
10) Letter Amendment to the Consent Agreement dated May 2, 2005	California Department of Toxic Substances Control Oakland Base Reuse Authority Oakland Redevelopment Agency	Amendment to Consent Agreement adding Subaru Lot property
11) Settlement Agreement dated April 18, 2002	California Department of Transportation City of Oakland Oakland Base Reuse Authority Oakland Redevelopment Agency Port of Oakland	Resolution to litigation b/w Agency, City, Caltrans, OBRA and Port regarding the disposition of Pier 7 at the former Oakland Army Base
12) Professional Services Agreement	Curtis & Tompkins, Ltd. Oakland Base Reuse Authority	Laboratory Services for Environmental Remediation Program in an amount not to exceed \$400,000
13) Professional Services Agreement	Erler & Kalinowski, Inc. Oakland Base Reuse Authority	Technical Program Management for the Environmental Remediation Program in an amount not to exceed \$800,000
14) Professional Services Agreement	Geomatrix Consultants, Inc. Oakland Base Reuse Authority	Construction management for the former Building 1 RAP site and various environmental site investigations, in an amount not to exceed \$500,000
15) Professional Services Agreement	Kimley-Horn & Associates, Inc. Oakland Base Reuse Authority	Infrastructure design and capital cost estimating for the Gateway Development Area, in an amount not to exceed \$1.5 million
16) Professional Services Agreement	Morgan Environmental Solutions, LLC Oakland Base Reuse Authority	Hazardous waste removal and disposal, in an amount not to exceed \$30,000
17) Professional Services Agreement	Northgate Environmental Management, Inc. Oakland Base Reuse Authority	Site wide groundwater monitoring site investigation at RAP sites, in an amount not to exceed \$500,000
18) Professional Services Agreement	Oakland Base Reuse Authority Severn Trent Environmental Leadership	Laboratory Services for Environmental Remediation Program, in an amount not to exceed \$400,000
19) Professional Services Agreement	Oakland Base Reuse Authority URS Corporation	Engineering support for the Environmental Remediation Program and Building demolition/ deconstruction estimating, in an amount not to exceed \$100,000
20) Professional Services Agreement	Oakland Base Reuse Authority Pacific States Environmental	Complete the remediation at the former Building 1 RAP site, in an amount not to exceed \$2,533,515

Army Base Agreements	Parties to Agreements	Description of Agreement
21) Subaru Lot Promissory Note	DTC Engineers and Constructors Oakland Base Reuse Authority Oakland Redevelopment Agency United States Army	\$8.2 million note financing Subaru Lot acquisition
22) Subaru Lot Deed of Trust	DTC Engineers and Constructors Oakland Base Reuse Authority	Security for \$8.23 million note
23) Settlement Agreement dated July 30, 2003	California Department of Transportation Oakland Base Reuse Authority Oakland Redevelopment Agency Port of Oakland	Resolution of litigation between regarding under-freeway parcels located at the former Oakland Army Base
24) Utilities Operation Agreement	Oakland Redevelopment Agency Port of Oakland	Operation and management of the utility services at the Army Base