

**RESOLUTION NO. 2012-52**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK  
TO AWARD A CONTRACT TO DCE/PLANNING CENTER FOR PREPARATION OF  
THE NORTHWEST SPECIFIC PLAN AND THE ENVIRONMENTAL IMPACT  
REPORT**

WHEREAS; the City desires professional planning services, in connection with the Northwest Specific Plan; and

WHEREAS; City staff issued a Request for Proposals (RFP) for professional planning services to prepare a specific plan and environmental impact report for the Northwest Specific Plan Area; and

WHEREAS; City staff received 5 proposals in response to the RFP;

WHEREAS; City staff has identified the most qualified firm for the City's needs, in terms of qualifications, demonstrated experience, certifications, references, among other factors, to be Design, Community and Environment/ The Planning Center ("Consultant").

WHEREAS; retaining a firm will provide quality and speed by combining efforts to prepare a specific plan and conduct the environmental review concurrently;

WHEREAS; City now desires to engage the Consultant to provide professional planning services:

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Rohnert Park that it does hereby authorize and approve an agreement by and between Design, Community and Environment/ The Planning Center, a California Corporation, and the City of Rohnert Park, a municipal corporation, for planning consulting services for the Northwest Specific Plan Area.

**BE IT FURTHER RESOLVED** that the City Manager is hereby authorized and directed to execute this agreement for and on behalf of the City of Rohnert Park in substantially similar form to the agreement attached hereto as **Exhibit "A"**, subject to minor modifications by the City Manager or City Attorney.

**DULY AND REGULARLY ADOPTED** this 22nd day of May, 2012.



**CITY OF ROHNERT PARK**

*John Mackenzie*  
\_\_\_\_\_  
Mayor

**ATTEST:**

*Carrie Wheeler*  
\_\_\_\_\_  
Interim Deputy City Clerk

AHANOTU: <u>AYE</u>	BELFORTE: <u>AYE</u>	CALLINAN: <u>AYE</u>	STAFFORD: <u>AYE</u>	MACKENZIE: <u>AYE</u>
AYES: ( 5 ) NOES: ( 0 ) ABSENT: ( 0 ) ABSTAIN: ( 0 )				

**City of Rohnert Park**  
130 Avram Ave.  
Rohnert Park, CA 94928

## **CONSULTANT SERVICES AGREEMENT**

THIS AGREEMENT is entered into as of the \_\_\_ day of 2012, by and between the CITY OF ROHNERT PARK ("City"), a California municipal corporation, and The Planning Center, Inc, a California Corporation / Design Community and Environment Inc., a California Corporation ("Consultant"),

### Recitals

WHEREAS, City desires to obtain The Planning Center, Inc, a California Corporation / Design Community and Environment Inc., a California Corporation for services in connection with planning and environmental services for the Northwest Specific Plan; and

WHEREAS, Consultant hereby warrants to the City that Consultant is skilled and able to provide such services described in Section 3 of this Agreement; and

WHEREAS, City desires to retain Consultant pursuant to this Agreement to provide the services described in Section 3 of this Agreement.

### Agreement

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

1. Incorporation of Recitals. The recitals set forth above, and all defined terms set forth in such recitals and in the introductory paragraph preceding the recitals, are hereby incorporated into this Agreement as if set forth herein in full.

2. Project Coordination.

A. City. The City Manager or his/her designee, shall represent City for all purposes under this Agreement. The Planning and Building Manager is hereby designated as the Project Manager. The Project Manager shall supervise the progress and execution of this Agreement.

B. Consultant. The Consultant shall assign Bruce Brubaker, Associate Principal to have overall responsibility for the progress and execution of this Agreement for Consultant.

3. Scope and Performance of Services

A. Scope of Services. Subject to such policy direction and approvals as the City through its staff may determine from time to time, Consultant shall perform the services set out in the "Scope of Work" attached hereto as Exhibit A and incorporated herein by reference.

B. Time of Performance. The services of Consultant are to commence upon receipt of a written notice to proceed from City, but in no event prior to receiving a fully executed agreement from City and obtaining and delivering the required insurance coverage, and satisfactory evidence thereof, to City. The services of Consultant are to be completed no later than June of 2013. Consultant shall perform its services in accordance with the schedule attached hereto as Exhibit A, and incorporated herein by reference. Any changes to these dates in either this Section 3 or Exhibit A must be approved in writing by the Project Manager.

C. Standard of Quality. City relies upon the professional ability of Consultant as a material inducement to entering into this Agreement. All work performed by Consultant under this Agreement shall be in accordance with all applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

4. Compensation and Method of Payment.

A. Compensation. The compensation to be paid to Consultant, including both payment for professional services and reimbursable expenses, shall be at the rate and schedules attached hereto as Exhibit B, and incorporated herein by reference. However, in no event shall the amount City pays Consultant exceed Four hundred forty three thousand, three hundred fifty Dollars (\$443, 350). Payment by City under this Agreement shall not be deemed a waiver of unsatisfactory work, even if such defects were known to the City at the time of payment.

Timing of Payment.

Consultant shall submit itemized monthly statements including progress reports and for work performed. City shall make payment, in full, within thirty (30) days after approval of the invoice by the Project Manager.

B. Changes in Compensation. Consultant will not undertake any work that will incur costs in excess of the amount set forth in Paragraph 4(A) without prior written amendment to this Agreement.

C. Taxes. Consultant shall pay all taxes, assessments and premiums under the federal Social Security Act, any applicable unemployment insurance contributions, Workers Compensation insurance premiums, sales taxes, use taxes, personal property taxes, or other taxes or assessments now or hereafter in effect and payable by reason of or in connection with the services to be performed by Consultant.

D. No Overtime or Premium Pay. Consultant shall receive no premium or enhanced pay for work normally understood as overtime, i.e., hours that exceed forty (40) hours per work week, or work performed during non-standard business hours, such as in the evenings or on weekends. Consultant shall not receive a premium or enhanced pay for work performed on a recognized holiday. Consultant shall not receive paid time off for days not worked, whether it be in the form of sick leave, administrative leave, or for any other form of absence.

E. Litigation Support. Consultant agrees to testify at City's request if litigation is brought against City in connection with Consultant's work product. Unless the

action is brought by Consultant or is based upon Consultant's negligence, City will compensate Consultant for the preparation and the testimony at Consultant's standard hourly rates, if requested by City and not part of the litigation brought by City against Consultant.

5. Amendment to Scope of Work. City shall have the right to amend the Scope of Work within the Agreement by written notification to the Consultant. In such event, the compensation and time of performance shall be subject to renegotiation upon written demand of either party to the Agreement. Consultant shall not commence any work exceeding the Scope of Work without prior written authorization from the City. Failure of the Consultant to secure City's written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the contract price or time due, whether by way of compensation, restitution, quantum meruit, etc. for work done without the appropriate City authorization.

6. Term. This Agreement shall commence upon its execution by both parties and shall continue in full force and effect until completed, amended pursuant to Section 21, or otherwise terminated as provided herein.

7. Inspection. Consultant shall furnish City with every reasonable opportunity for City to ascertain that the services of Consultant are being performed in accordance with the requirements and intentions of this Agreement. All work done and all materials furnished, if any, shall be subject to the Project Manager's inspection and approval. The inspection of such work shall not relieve Consultant of any of its obligations to fulfill the Agreement as prescribed.

8. Ownership of Documents. Title to all plans, specifications, maps, estimates, reports, manuscripts, drawings, descriptions and other final work products compiled by the Consultant under the Agreement shall be vested in City, none of which shall be used in any manner whatsoever, by any person, firm, corporation, or agency without the expressed written consent of the City. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under the Agreement shall be made available, upon request, to City without restriction or limitations on their use. Consultant may retain copies of the above-described information but agrees not to disclose or discuss any information gathered, discussed or generated in any way through this Agreement without the written permission of City during the term of this Agreement, unless required by law.

9. Employment of Other Consultants, Specialists or Experts. Consultant will not employ or otherwise incur an obligation to pay other consultants, specialists or experts for services in connection with this Agreement without the prior written approval of the City.

10. Conflict of Interest.

A. Consultant covenants and represents that neither it, nor any officer or principal of its firm, has, or shall acquire any investment, income, business entity, interest in real property, or other interest, directly or indirectly, which would conflict in any manner with the interests of City, hinder Consultant's performance of services under this Agreement, or be affected in any manner or degree by performance of Consultant's services hereunder. Consultant further covenants that in the performance of the Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express

written consent of the City. Consultant agrees to at all times avoid conflicts of interest, or the appearance of any conflicts of interest, with the interests of the City in the performance of the Agreement.

B. Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

(1) will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of the City or of any City official, other than normal contract monitoring; and

(2) possesses no authority with respect to any City decision beyond the rendition of information, advice, recommendation, or counsel. (2 Cal. Code Regs. § 18700(a)(2).)

11. Liability of Members and Employees of City. No member of the City and no other officer, elected official, employee or agent of the City shall be personally liable to Consultant or otherwise in the event of any default or breach of the City, or for any amount which may become due to Consultant or any successor in interest, or for any obligations directly or indirectly incurred under the terms of this Agreement.

12. Indemnity. To the fullest extent permitted by law, Consultant hereby agrees to defend (by counsel reasonably satisfactory to the City), indemnify, and hold harmless the City, its officers, elected officials, employees, agents, and volunteers from and against any and all claims, demands, damages, costs, liabilities, or obligations brought on account of or arising out of any acts, errors, or omissions of Consultant, its officers, employees, agents, and subcontractors undertaken pursuant to this Agreement excepting liabilities due to the sole negligence or willful misconduct of City. The City has no liability or responsibility for any accident, loss, or damage to any work performed under this Agreement whether prior to its completion and acceptance or otherwise. Consultant's duty to indemnify and hold harmless, as set forth herein, shall include the duty to defend as set forth in California Civil Code § 2778. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for Consultant under Worker's Compensation, disability or other employee benefit acts or the terms, applicability or limitations of any insurance held or provided by Consultant and shall continue to bind the parties after termination/completion of this agreement. This indemnification shall be regardless of and not in any way limited by the insurance requirements of this contract. This indemnification is for the full period of time allowed by law and shall survive the termination of this agreement.

13. Consultant Not an Agent of City. Consultant, its officers, employees and agents shall not have any power to bind or commit the City to any decision.

14. Independent Contractor. It is expressly agreed that Consultant, in the performance of the work and services agreed to be performed by Consultant, shall act as and be an independent contractor and not an agent or employee of City; and as an independent contractor, Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

15. Compliance with Laws.

A. General. Consultant shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations. Consultant represents and warrants to City that it has and shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance and approvals which are legally required for Consultant to practice its profession. Except as otherwise allowed by City in its sole discretion, Consultant and all subconsultants shall have acquired, at their expense, a business license from City in accordance with Chapter 5.04 of the Rohnert Park Municipal Code prior to City's issuance of an authorization to proceed with the Services. Such license(s) must be kept valid throughout the term of this Agreement. The City is not responsible or liable for Consultant's failure to comply with any or all of the requirements contained in this paragraph.

B. Workers' Compensation. Consultant certifies that it is aware of the provisions of the California Labor Code which require every employee to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Consultant certifies that it will comply with such provisions before commencing performance of the Agreement and at all times in the performance of the Agreement.

C. Prevailing Wage. Consultant and Consultant's subconsultants (if any) shall, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates to workers and professionals as determined by the Director of Industrial Relations of the State of California pursuant to California Labor Code, Part 7, Chapter 1, Article 2. Copies of the applicable wage determination are on file at the City's office of the City Clerk.

D. Injury and Illness Prevention Program. Consultant certifies that it is aware of and has complied with the provisions of California Labor Code § 6401.7, which requires every employer to adopt a written injury and illness prevention program.

E. City Not Responsible. City is not responsible or liable for Consultant's failure to comply with any and all of its requirements under this section and Agreement.

F. Waiver of Subrogation. Consultant and Consultant's insurance company agree to waive all rights of subrogation against City, its officers, elected officials, employees, agents and volunteers for losses paid under Consultant's workers' compensation insurance policy which arise from the work performed by Consultant for the City.

16. Confidential Information. All data, documents, discussions or other information developed or received by or for Consultant in performance of this Agreement are confidential and not to be disclosed to any person except as authorized by the City, or as required by law.

17. Assignment; Subcontractors; Employees

A. Assignment. Consultant shall not assign, delegate, transfer, or convey its duties, responsibilities, or interests in this Agreement or any right, title, obligation, or interest in

or to the same or any part thereof without the City's prior written consent. Any assignment without such approval shall be void and, at the City's option, shall immediately cause this Agreement to terminate.

B. Subcontractors; Employees. Consultant shall be responsible for employing or engaging all persons necessary to perform the services of Consultant hereunder. No subcontractor of Consultant shall be recognized by the City as such; rather, all subcontractors are deemed to be employees of the Consultant, and Consultant agrees to be responsible for their performance. Consultant shall give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractors, if any, and shall keep the work under its control. If any employee or subcontractor of Consultant fails or refuses to carry out the provisions of this Agreement or appears to be incompetent or to act in a disorderly or improper manner, it shall be discharged immediately from the work under this Agreement on demand of the Project Manager.

18. Insurance. Without limiting consultant's indemnification provided herein, Consultant shall comply with the requirements set forth in Exhibit C to this Agreement.

19. Termination of Agreement; Default.

A. This Agreement and all obligations hereunder may be terminated at any time, with or without cause, by the City upon 5-days' written notice to Consultant.

B. If Consultant fails to perform any of its obligations under this Agreement within the time and in the manner herein provided or otherwise violate any of the terms of this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice. In such event, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total fees specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total fee; provided, however, that the City shall deduct from such amount the amount of damages, if any, sustained by City by virtue of the breach of the Agreement by consultant.

C. In the event this Agreement is terminated by City without cause, Consultant shall be entitled to any compensation owing to it hereunder up to the time of such termination, it being understood that any payments are full compensation for services rendered prior to the time of payment.

D. Upon termination of this Agreement with or without cause, Consultant shall turn over to the City Manager immediately any and all copies of studies, sketches, drawings, computations, and other data, whether or not completed, prepared by Consultant or its subcontractors, if any, or given to Consultant or its subcontractors, if any, in connection with this Agreement. Such materials shall become the permanent property of the City. Consultant, however, shall not be liable for the City's use of incomplete materials nor for the City's use of complete documents if used for other than the project contemplated by this Agreement.

20. Suspension. The City shall have the authority to suspend this Agreement and the services contemplated herein, wholly or in part, for such period as it deems necessary due to unfavorable conditions or to the failure on the part of the Consultant to perform any provision of this Agreement. Consultant will be paid for satisfactory Services performed through the date of temporary suspension.

21. Merger; Amendment. This Agreement constitutes the complete and exclusive statement of the agreement between the City and Consultant and shall supersede all prior negotiations, representations, or agreements, either written or oral. This document may be amended only by written instrument, signed by both the City and Consultant. All provisions of this Agreement are expressly made conditions.

22. Interpretation. This Agreement shall be interpreted as though it was a product of a joint drafting effort and no provisions shall be interpreted against a party on the ground that said party was solely or primarily responsible for drafting the language to be interpreted.

23. Litigation Costs. If either party becomes involved in litigation arising out of this Agreement or the performance thereof, the court in such litigation shall award reasonable costs and expenses, including attorneys' fees, to the prevailing party. In awarding attorneys' fees, the court will not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorneys' fees paid or incurred in good faith.

24. Time of the Essence. Time is of the essence of this Agreement.

25. Written Notification. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent by prepaid, first class mail. Any such notice, demand, etc. shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 72 hours from the time of mailing if mailed as provided in this section.

If to City: City Manager  
City of Rohnert Park - City Hall  
130 Avram Avenue  
Rohnert Park, CA 94928

If to Consultant: The Planning Center/Design, Community & Environment  
1625 Shattuck Avenue, Suite 300  
Berkeley, CA 94709

26. Consultant's Books and Records.

A. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to the City and all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years,



or for any longer period required by law, from the date of termination or completion of this Agreement.

B. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to the City for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

C. The City may, by written request by any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained in the City Manager's office.

27. Agreement Binding. The terms, covenants, and conditions of this Agreement shall apply to, and shall bind, the heirs, successors, executors, administrators, assigns, and subcontractors of both parties.

28. Equal Employment Opportunity. Consultant is an equal opportunity employer and agrees to comply with all applicable state and federal regulations governing equal employment opportunity. Consultant will not discriminate against any employee or applicant for employment because of race, age, sex, creed, color, sexual orientation, marital status or national origin. Consultant will take affirmative action to ensure that applicants are treated during such employment without regard to race, age, sex, creed, color, sexual orientation, marital status, or national origin. Such action shall include, but shall not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-offs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant further agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

29. City Not Obligated to Third Parties. The City shall not be obligated or liable for payment hereunder to any party other than the Consultant.

30. Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

31. Severability. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

32. Exhibits. The following exhibits are attached to this Agreement and incorporated herein by this reference:

- A. Exhibit A: Scope of Work and Schedule of Performance
- B. Exhibit B: Compensation
- C. Exhibit C: Insurance Requirements

33. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

34. News Releases/Interviews. All Consultant and subconsultant news releases, media interviews, testimony at hearings and public comment shall be prohibited unless expressly authorized by the City.

35. Applicable Law; Venue. This Agreement shall be construed and interpreted according to California law. In the event that suit shall be brought by either party hereunder, the parties agree that trial of such action shall be held exclusively in a state court in the County of Sonoma, California.

36. Authority. Each individual executing this Agreement on behalf of one of the parties represents that he or she is duly authorized to sign and deliver the Agreement on behalf of such party and that this Agreement is binding on such party in accordance with its terms.

37. STATEMENT OF ECONOMIC INTEREST. If City determines Consultant comes within the definition of Consultant under the Political Reform Act (Government Code §87100), Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with the Clerk of the City of Rohnert Park disclosing Consultant and/or such other person's financial interests.

IN WITNESS WHEREOF, the City and Consultant have executed this Agreement as of the date first above written.

CITY OF ROHNERT PARK

CONSULTANT

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_  
Per Resolution No. 20\_\_ - \_\_ adopted by the Rohnert Park  
City Council at its meeting of \_\_\_\_\_.

Date: \_\_\_\_\_

CONSULTANT

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

ATTEST:

By: \_\_\_\_\_  
City Clerk

EXHIBIT A

Scope of Work and Schedule of Performance

[to be inserted]

## EXHIBIT A: WORK SCOPE

This exhibit describes the scope of services, schedule, and assumptions for the Northwest Specific Plan and EIR to be conducted by The Planning Center | DC&E for the City of Rohnert Park in cooperation with Whitlock & Weinberger Transportation (W-Trans), Coastland Civil Engineering (Coastland), and WRA Environmental Consultants (WRA). The EIR will cover both the Specific Plan itself and the widening of Golf Course Drive between Dowdell Avenue and Stony Point Road.

### I. SCOPE OF SERVICES

#### *Task A. Project Initiation*

##### 1. Project Kick-Off Meeting

The Planning Center | DC&E team, including W-Trans, Coastland, and WRA, will meet with City staff to discuss the scope of work and schedule, clarify roles for project team members, discuss key issues, and review expectations for the process and products.

##### 2. Data Gathering and Review

The Planning Center | DC&E will gather and review all background materials relevant to the Specific Plan. The Planning Center | DC&E will also obtain from City staff all relevant GIS data and prepare a base map for the Plan Area.

##### 3. Outreach Plan

In consultation with City staff, The Planning Center | DC&E will prepare a brief memorandum summarizing the public and stakeholder outreach and involvement efforts for the Specific Plan in order to involve the public and stakeholders in meaningful participation. The task will likely include identification of stakeholders, a program for public outreach, a schedule, and production of outreach materials.

#### 4. Stakeholders Meeting #1

The Planning Center | DC&E will conduct one or a series of group stakeholder meetings to solicit input from Specific Plan Area stakeholders. We envision this group to consist of property owners, but it may also include development interests and their consultants, as well as neighboring property owners. We will work with the City to identify candidates.

#### *Task B. Existing Conditions Review*

##### 1. Initial Critical Issues Identification

The Planning Center | DC&E will meet with City staff to discuss critical policy, land use, and environmental issues, such as natural and created constraints, the possibility of a casino development adjacent to the Specific Plan area, the widening of Golf Course Drive, and the location and compatibility of land uses adjacent to existing uses. The Planning Center | DC&E will create a brief memorandum documenting the critical issues identified at the meeting, including the anticipated process for the resolution of these issues. The memo will identify discrete tasks, deliverables, and a timeline for completion.

##### 2. Specific Plan Outline

The Planning Center | DC&E team will work with the City to prepare an outline of the Specific Plan that conforms with the requirements of State law, as well as address the major critical issues identified.

##### 3. Existing Conditions Assessment

The Planning Center | DC&E team will create an Existing Conditions Assessment to chronicle regulatory and physical conditions in the Specific Plan Area. We anticipate that many of the findings in the Existing Conditions Assessment will also be used to draft the existing setting portions of the EIR for the Specific Plan. The Existing Conditions Assessment will be provided to the City as a series of memos with supporting graphics for each topic area described below.

a. Regulatory Framework

The Planning Center | DC&E team will review and assess the City of Rohnert Park's policies, regulations, and ordinances that relate to transportation, open space, development and other relevant elements within the Specific Plan Area. Documents will include the City's General Plan, Zoning Ordinance, and other similar policy documents as recommended by City staff. Previous planning efforts for the Plan Area, such as the 2008 Preliminary Plan, will also be analyzed.

b. Land Use

The Planning Center | DC&E will document existing land uses within and in the vicinity of the Specific Plan Area. As part of this effort, we will identify vacant sites and structures, ownership patterns, and underutilized sites within the Plan Area, and assess the existing built and natural character of the surrounding environment.

c. Biological Resources and Wetland Delineation

WRA will conduct initial research to determine which protected species and/or critical habitat potentially occur in the vicinity of the site. WRA will also conduct a site visit to determine suitability for special-status wildlife and plant species. Additionally, WRA will identify and map the approximate boundaries of any sensitive habitats observed and analyze any potential environmental constraints present within the site.

WRA will also conduct a peer review of the biological reconnaissance conducted by Northfork Engineering with regard to the widening of Golf Course Drive between Dowdell Avenue and Stony Point Road.

WRA will also conduct a formal wetland delineation in conformance with the routine methods described in the 1987 Corps of Engineers Manual, and will prepare a technical report for agency submission.

d. Geology

The Planning Center | DC&E will define the existing geologic, soil, and groundwater characteristics of the Plan Area, identify regional seismic influences, and note and explain the characteristics of any areas containing constraints to site development.

e. Hazards

The Planning Center | DC&E will evaluate the safety hazards within the Plan Area, as defined by the City's General Plan, specifically environmental hazards associated with hazardous materials, hazardous waste disposal, emergency preparedness, and wildland fire. This assessment will also include a database search of the Plan Area of properties that use, store, or transport hazards or hazardous materials.

f. Noise

The Planning Center | DC&E will describe the existing noise environment within the Specific Plan area, identifying the predominant sources of environmental noise and existing noise-sensitive land uses. We will also conduct field surveys of the Plan Area to quantify baseline noise conditions and obtain ambient noise measurements (short-term [15-minute] sampling of up to eight locations within the area).

g. Hydrology

The Planning Center | DC&E will identify the regulatory framework, hydrological setting, stormwater drainage characteristics, water quality, and flooding hazards of the Plan Area. This section also will include a discussion of existing and future drainage patterns, based on topography and the conceptual design plan, and quantification of pre- and post-development storm water discharge rates. Federal, State, local, and regional programs and regulations that are applicable to the project also will be described.

h. Transportation

W-Trans will review circulation-related background information relative to the Specific Plan, including available traffic data and prior traffic analyses



prepared by W-Trans and others for projects in the Plan Area. Citywide policy documents including the Circulation Element and Bicycle and Pedestrian Master Plan will also be reviewed. W-Trans will also evaluate and identify the circulation opportunities and constraints in the area. Known circulation constraints include the capacity of Wilfred Avenue, Golf Course Drive, and the US 101 interchange. Another key circulation consideration is the need to coordinate infrastructure improvements and mitigation with the County of Sonoma.

i. Infrastructure and Utilities

Coastland will review all available information pertaining to the Plan Area, including existing studies, capacities, reports, maps, utility information, current wastewater flows (discharges), water consumption data, and other pertinent information. This information is assumed to be provided by the City.

In addition to reviewing background information, Coastland will meet with dry utility providers to discuss their existing facilities and identify any required improvements likely needed to support increased demand. Coastland will summarize existing capacities and existing plans for improvements or expansion of water, wastewater, and dry utilities. The report will also include consolidated preliminary base maps of the existing systems.

4. Stakeholders Meeting #2

The Planning Center | DC&E will conduct a meeting to present findings from the Existing Conditions Assessment and to solicit input from Plan Area stakeholders.

5. Community Meeting #1: Existing Conditions and Initial Visioning

The Planning Center | DC&E will facilitate a community meeting to introduce the Specific Plan process, present existing conditions in the Specific Plan Area, and facilitate a discussion with participants to identify key issues and desires for the area. The visioning exercise will be conducted as an open

forum where members of the community can articulate their concerns or desires for the Specific Plan Area. During this exercise, The Planning Center | DC&E will record comments as they are provided for all participants to see.

### *Task C. Land Use Planning*

#### 1. Land Use and Circulation Concepts

Based on input from stakeholders, Community Meeting #1, and in coordination with City staff, The Planning Center | DC&E team will develop two land use and circulation alternatives for the Specific Plan Area. These alternatives will feature contrasting options for land uses, development types, and intensity of development; along with urban design amenities, open space, pedestrian, bicycle, and vehicular circulation networks, and a conceptual storm drainage system. All alternatives will accommodate new development consistent with physical and environmental constraints from the Existing Conditions Review tasks.

#### 2. City Staff / Stakeholders Meeting #3

The Planning Center | DC&E will conduct a meeting to present the alternatives to City staff and stakeholders, and to solicit input and set a course for a preferred alternative. At this meeting, any outstanding issues or areas of potentially significant environmental impacts will also be discussed.

#### 3. Preferred Land Use Plan

Based on public input from City Staff / Stakeholders Meeting #3, The Planning Center | DC&E will develop a preferred alternative for the Specific Plan Area. The preferred alternative will be represented by a conceptual illustrative plan showing new building footprints, parking areas, circulation, drainage facilities/watercourses, and open space. It will also show how it will connect with neighboring properties to the east and proposed projects/circulation to the west. A development program will be developed to show square footages of building uses, dwelling units if any, parking spaces, square

footage of paving and landscape areas, and streets. If possible, storm drainage facilities will be integrated into the design of streets and open spaces.

#### 4. Community Meeting #2: Conceptual Land Use Plan Workshop

At Community Meeting #2, The Planning Center | DC&E will present the Conceptual Land Use Plan and receive public input on the plan. This workshop would begin with a general presentation followed by an interactive small group work session to discuss and evaluate the plan and end with a general summary session. The Planning Center | DC&E would prepare notes summarizing input received at the workshop.

#### 5. Refinement of Land Use Plan

After Community Meeting #2, The Planning Center | DC&E will refine the Conceptual Land Use Plan. The refined plan will be circulated to City staff and stakeholders for review.

#### 6. Technical Studies

The Planning Center | DC&E will work closely with W-Trans, Coastland, and WRA to ensure that the elements of the Land Use Plan are feasible and achievable, and that they are properly reviewed in the EIR. In doing this, the following Technical Studies will be performed. Note that studies 6a and 6b are not relevant to the EIR, while all others are.

##### a. Affordable Housing Strategy

The Planning Center | DC&E will review the City's Housing Element and inclusionary housing requirements. As appropriate, we will include an affordable housing program in the Specific Plan. The affordable housing provisions may include land use and development standards with densities that facilitate affordable housing development, regulations to require the provision of affordable housing, housing in-lieu fees, or identification of housing sites in other parts of the City to replace housing foreseen in the City's Housing Element for the Specific Plan area.

b. Financing and Phasing

In consultation with the City, The Planning Center | DC&E will create a financing plan necessary to pay for public facilities and services in the Plan Area, incorporating various financing mechanisms such as financing districts; development impact fees, such as school mitigation fees or park fees; and developer provided public amenities pursuant to development agreements.

The Planning Center | DC&E will create a phasing plan, with initial direction provided by the developer, and will review the proposed phasing with City staff to ensure that it benefits the City's needs and supports the public financing plan.

c. Infrastructure

Coastland will assess the potential impacts on utility infrastructure and identify improvements that will be needed to support buildout of the Specific Plan. These needed improvements will be included in the public financing plan.

Coastland's work on water and wastewater (described below) will be based on modeling of flows and the City's utility systems that will be completed by the City's existing modeling consultants, Brelje and Race and GHD, under direct contract to the City and without cost to The Planning Center | DC&E team.

At the conclusion of this task, The Planning Center | DC&E and Coastland will develop findings regarding water, sewer, and storm drain improvements needed, including tabulation of location and size of facilities. A summary of the improvements needed to the dry utilities will also be included. Any impacts and mitigation measures required under CEQA will also be documented.

Specific tasks to be completed for each utility system are described below:

i. *Water.*

The land uses and densities will be reviewed and compared to that used for the City's Water Master Plan. If the demands are comparable, the master plan will be used to identify necessary improvements. If the demands are higher than those used for the master plan Coastland will provide the revised demands to the City for modeling.

*ii. Wastewater.*

To evaluate the sewer collection system, projected land uses and flows will be reviewed and compared to existing sewer studies/master plans. If the discharges are comparable, the master plan will be used to identify necessary downstream improvements. If the discharges are higher than those used for the master plan, Coastland will provide the revised demands to the City for modeling.

*iii. Storm Drainage and Hydrology.*

The Planning Center | DC&E will provide a grading plan including conceptual drainage basin and filtration system locations and system flows for on-site stormwater.

The Planning Center | DC&E will conduct detailed modeling in accordance with the City of Rohnert Park *Storm Drain Design Standards* and Sonoma County Water Agency *Flood Control Design Criteria Manual* to determine pre- and post-development flow rates and volumes, to confirm the overall drainage approach developed in the conceptual grading plan, and to determine the initial size and depth of proposed storm water detention basins or other specific drainage facilities.

The Planning Center | DC&E will also provide a peer review of drainage plans for the widening of Golf Course Drive and identify any impacts and needed mitigation measures.

Coastland will provide an engineering review of the concept plan. Coastland will also review the background information available from the City

regarding existing drainage across the property and provide recommended options for accommodating these flows during development.

d. Transportation

W-Trans will prepare a traffic analysis intended to capture the potential circulation impacts and improvements that will be needed to support buildout of the Specific Plan. This traffic analysis will help capture the traffic-related improvements that should be included in the public financing plan, to provide a gauge on the phasing of circulation improvements, and to produce calculations that will be used for the project's subsequent EIR.

The traffic analysis will include evaluation of the following scenarios: Existing; Baseline (includes buildout of the Wilfred-Dowdell Specific Plan, Stadium Area Master Plan, Graton Rancheria Casino and Hotel, and Walmart expansion); Baseline plus Northwest Specific Plan buildout; Future (year 2035); and Future (year 2035) plus Northwest Specific Plan buildout. The traffic analysis will include details on operational aspects such as queuing near the Golf Course Drive interchange and traffic performance on U.S. 101. If relevant, potential traffic shifts associated with revisions to the adjacent casino's project description and/or available phasing information will be incorporated into the base and cumulative traffic analysis scenarios. Because the Specific Plan and EIR will utilize intersection turning movement counts obtained in 2009, a brief discussion of regional traffic volume trends justifying the use of these older counts will be included.

The analysis will also include documentation of consistency with local and regional transportation plans and policies, and evaluation of all modes of travel in order to comply with CEQA guidelines.

The widening of Golf Course Drive between Dowdell Avenue and Stony Point Road will be evaluated at the project (versus programmatic) level, including evaluation of construction period impacts. Traffic volume data will be provided to the parties conducting the air and noise analyses. If needed, W-Trans will coordinate with the Sonoma County Transportation Authority

to complete a model run and extract data on regional vehicle miles traveled (VMT).

e. Biological Resources

Based on the development program proposed in the Land Use Plan, WRA will conduct an impact assessment for biological issues on the site. The information provided within this technical report will be suitable for use in the preparation of the Specific Plan and EIR.

f. Air Quality

The Planning Center | DC&E will prepare an air quality analysis in accordance with the Bay Area Air Quality Management District's (BAAQMD) CEQA Air Quality Guidelines (Revised May 2011). The analysis will be based on BAAQMD's Guidelines and screening tables for Plan-Level analyses. For criteria air pollutants, the potential increase in average daily trips and associated vehicle miles traveled (VMT) provided by W-Trans from an increase in development intensity within the Northwest Specific Plan area will be discussed in relation to the projected population increase. Potential sources of odors from new land uses and placement of sensitive land uses proximate to existing odors will also be described. It is anticipated that the project would not generate enough traffic volumes to warrant a detailed carbon monoxide hotspot analysis; therefore, a detailed analysis compared to BAAQMD's carbon monoxide thresholds is not necessary and impacts would be handled qualitatively.

The air quality section of the EIR will also include a qualitative assessment of air quality compatibility based on the constraints analysis conducted for the Specific Plan. Major sources of toxic air contaminants within the Northwest Specific Plan area will be identified and the EIR will incorporate recommended measures specified in the BAAQMD's draft Community Risk Reduction Plan Guidelines for future sensitive land uses within the areas mapped.

g. Greenhouse Gas Emissions

The Planning Center | DC&E will prepare a greenhouse gas (GHG) analysis in accordance with the BAAQMD's CEQA Air Quality Guidelines (updated May 2011). The Planning Center | DC&E will quantify project-related GHG emissions using a BAAQMD approved model (CalEEMod or URBEMIS+BGM). GHG emissions from transportation sources, area sources (landscaping fuel, architectural coatings, consumer products), energy sources (natural gas consumption, energy use), water and wastewater, and waste will be quantified for existing year and buildout of the project.

GHG emissions will be evaluated based on BAAQMD's Project-Level thresholds of significance (per capita threshold).

h. Geology

Based on the proposed land use plan and the site constraints previously identified, The Planning Center | DC&E will conduct an analysis of geological impacts associated with both development under the Specific Plan and widening of Golf Course Drive. Mitigation measures known to be successful in addressing the various geotechnical constraints affecting proposed development areas will be defined, including reference to existing geological and soils tests and plan checking requirements administered by the City of Rohnert Park and/or Sonoma County.

i. Hazards and Hazardous Materials

If development foreseen under the Specific Plan or the widening of Golf Course Drive will be affected by any hazards identified in Task B, The Planning Center | DC&E will identify these impacts and outline the requirements for development on these parcels in the event that hazards or hazardous materials are uncovered.

j. Noise

The Planning Center | DC&E will prepare a noise analysis in accordance with noise standards of the City of Rohnert Park General Plan (Ch. 8) and



Municipal Code (primarily sections 9.44 and 17.12), State Building Code, and State Title 24 interior sound requirements.

The analysis will first evaluate on-going operations and activities after development under the Specific Plan. The primary sources of noise impacts is likely to be traffic; traffic noise will be modeled using the (FHWA) Highway Traffic Noise Model based on average daily segment volumes (from Traffic Study).

The analysis will also evaluate construction activities, including both short-term noise and vibration levels.

If necessary, the analysis will include mitigation measures that reduce construction, operational, and transportation-related noise impacts to less-than-significant levels.

#### *Task D. Specific Plan*

##### **1. Meeting with City Staff / Stakeholders #4**

After developing the technical studies in the task above, The Planning Center | DC&E will meet with City staff and stakeholders to ask for final input on any Specific Plan topics prior to preparing the Administrative Draft Specific Plan.

##### **2. Preliminary Development Plan Hearing**

As required by the City's Zoning Code, The Planning Center | DC&E will attend a Preliminary Development Plan Hearing before the Planning Commission to present the concepts that are to be contained in the Specific Plan. The Planning Center | DC&E will take comments on the draft concepts and modify them as necessary to respond to Planning Commission comments prior to preparing the Specific Plan itself.

### 3. Administrative Draft Specific Plan

Incorporating the work of prior tasks, The Planning Center | DC&E team will prepare the Administrative Draft Specific Plan for review by City staff. The Specific Plan will be graphically-oriented with maps, diagrams, photographs, and illustrations. They will be prepared in conformance with State law. We expect that the Specific Plan will contain the elements described below.

#### a. Introduction and Planning Process

This section will describe the existing conditions in the Specific Plan Area and discuss opportunities and constraints for future development, along with the community planning process.

#### b. Vision and Concepts

This section will convey the vision and design concepts that were developed throughout the process and provide supporting illustrations. This chapter is intended to articulate the vision under which all the Specific Plan's policies, regulations, and recommendations are based.

#### c. Specific Plan Policies

This section will provide a series of written policies, which will be separated into categories such as land use, community design, circulation, housing, infrastructure, and other similar categories.

#### d. Land Use

This section will discuss the land uses pattern and mix of uses including number of units and square footage of recommended land uses. This element will represent these land uses in an illustrative map. This section will include the affordable housing and anti-displacement strategies.

#### e. Development Standards

This section will include all the building and site design standards for new development in the Specific Plan Area, including allowable floor area ratio (FAR), building height limits, setbacks, build-to lines, parking standards, and other similar standards.

f. Transportation

This section will describe vehicular, bicycle, pedestrian, and transit improvements recommended for the Specific Plan Area.

g. Design Guidelines

This section will include design guidelines to be used by property owners and the City in completing improvements and development in the Specific Plan Area. Architectural and landscaping guidelines will establish guidance for private development. The plan will include streetscape standards that integrate with the proposed bicycle and pedestrian improvements. The streetscape improvements will establish standards for landscaped medians, sidewalks, street furniture, and gateway improvements.

h. Utilities and Public Services

This section will describe future demand for public services (schools, fire, and police), utilities, and infrastructure. Major improvements and recommendations needed to accommodate new development will be identified along with cost estimates, phasing, and implementation for the sanitary sewer system, reclaimed water system, water system, hydrology/drainage and water quality treatment, and solid waste.

i. Implementation Plan

This section will outline a strategy to implement the Specific Plan. The strategy will address phasing of projects and infrastructure, and include the conceptual financing strategy developed for infrastructure and other public improvements.

4. Public Review Draft Specific Plan

The Planning Center | DC&E will revise the Administrative Draft Specific Plan in response to one consolidated set of City comments. The Planning Center | DC&E will produce a "screencheck" version and circulated with City staff for final comments before a Public Review Draft Specific Plan is prepared.

*Task E. EIR Preparation*

The Planning Center | DC&E team produce a single Environmental Impact Report (EIR) that serves as both a program EIR for the Specific Plan and a project EIR for the widening of Golf Course Drive between Dowdell Avenue and Stony Point Road.

In this task The Planning Center | DC&E team will analyze how implementation of the Specific Plan and road widening would affect the environment, identify potentially significant impacts, and recommend measures to mitigate those impacts.

The Planning Center | DC&E will work to fold necessary mitigation measures back into the draft Plan to ensure that the Plan is “self-mitigating.” Information developed from the existing conditions analysis will be incorporated into the EIR in the existing setting sections to establish the baseline for impact evaluation. The Program EIR will satisfy all CEQA requirements, including the evaluation of alternatives.

The EIR will cover all CEQA issues described in Task C.6 (above), as well as all other issues required under the checklist contained in Appendix G of the CEQA Guidelines. Some of these items may be “scoped out” through the Initial Study and Notice of Preparation described below; all remaining issues will be addressed in detail in the EIR.

The EIR preparation process will include the following steps:

**1. Initial Study and Notice of Preparation**

The Planning Center | DC&E will prepare a simple Initial Study and Notice of Preparation that describes the project (including both the Specific Plan and the widening of Golf Course Drive), provides notice that an EIR will be prepared, and “scopes out” any CEQA issues for which it can be reasonably seen that there will be no significant impacts.

## 2. Administrative Draft EIR

The Planning Center | DC&E will prepare an Administrative Draft EIR that includes the following contents:

- ◆ An introduction.
- ◆ A summary of the document, including a summary of impacts and mitigation measures.
- ◆ A project description (including both the Specific Plan and the widening of Golf Course Drive).
- ◆ Settings, impacts and mitigation measures for each CEQA-required issue other than those scoped out through the Initial Study, including an assessment of Specific Plan, roadway widening and cumulative impacts.
- ◆ An analysis of the CEQA-required No Project Alternative and at least two additional alternatives each to the Specific Plan and the roadway widening.
- ◆ CEQA required assessment conclusions.

## 3. Draft EIR

The Planning Center | DC&E will make necessary changes to the Administrative Draft EIR to respond to staff comments and publish the Draft EIR for review by the public and the Planning Commission.

## 4. Responses to Comments and Final EIR

After close of the public comment period and the initial Planning Commission hearing described under Task F.1 (below), The Planning Center | DC&E will prepare a Final EIR that includes a list of commenters, required changes to the Draft EIR, and responses to all substantive comments on the Draft EIR. The Planning Center | DC&E will first submit this document as an Administrative Final EIR for City staff review, and will then make necessary changes to the document to respond to staff comments and publish the Final EIR for Planning Commission and City Council action.

## 5. CEQA Findings

Findings for the EIR will be prepared by the City. Bill Halligan and Steve Noack of DC&E will be available for a total of up to 24 hours to advise the City on these findings.

### *Task F. Hearings and Adoption*

#### 1. Planning Commission Hearings

In this task, The Planning Center | DC&E and key team members will attend up to two public hearings with the Planning Commission on the Public Review Draft Specific Plan and EIR. The hearings will allow the Commission to comment on and recommend changes to the Public Review Draft Specific Plan.

We anticipate that one of these hearings will be held during the CEQA-required review period for the Draft EIR, and will also serve as the public hearing on the Draft EIR. We anticipate that the second hearing will be held after the close of the EIR comment period and preparation of the Final EIR, and will serve as an opportunity for the Planning Commission to recommend certification of the EIR and adoption of the Specific Plan to the City Council.

#### 2. City Council Hearings

The Planning Center | DC&E will attend up to two public hearings with the City Council on the Public Review Draft Specific Plan and Final EIR. The City Council will have a final opportunity to provide comment on both documents, make final changes to the Plan which will be incorporated in the final documents identified below, and ultimately to certify the Final EIR and adopt the Specific Plan.

#### 3. Final Specific Plan

Once the Specific Plan is adopted, The Planning Center | DC&E will create a Final Specific Plan for distribution and archiving. A "camera-ready" version of the Final Specific Plan will be prepared.

II. SCHEDULE

The schedule for the project is shown in Figure 1, and will result in project completion, including the EIR, in 12 months.

Figure 1: Schedule of Performance



2012					2013								
JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY		
<b>Task A Project Initiation</b> <ul style="list-style-type: none"> <li>Project Kick-Off Meeting</li> <li>Data Gathering and Review</li> <li>Outreach Plan</li> <li>Stakeholders Meeting #1</li> </ul>			<b>Task C Land Use Planning</b> <ul style="list-style-type: none"> <li>Land Use and Circulation Concepts</li> <li>City Staff/Stakeholders Meeting #3</li> <li>Preferred Land Use Plan</li> <li>Community Meeting #2</li> <li>Refinement of Land Use Plan</li> <li>Technical Studies</li> </ul>			<b>Task D Specific Plan</b> <ul style="list-style-type: none"> <li>City Staff/Stakeholders Meeting #4</li> <li>Administrative Draft Specific Plan</li> <li>Public Review Draft Specific Plan</li> </ul>			<b>Task E Hearings and Adoption</b> <ul style="list-style-type: none"> <li>Planning Commission Hearings</li> <li>City Council Hearings</li> <li>Final Specific Plan</li> </ul>				
<b>Task B Existing Conditions Review</b> <ul style="list-style-type: none"> <li>Initial Critical Issues Identification</li> <li>Specific Plan Outline</li> <li>Existing Conditions Assessment</li> <li>Stakeholders Meeting #2</li> <li>Community Meeting #1</li> </ul>						<b>Task F (Optional Task) Environmental Review</b> <ul style="list-style-type: none"> <li>EIR</li> </ul>							

### III. ASSUMPTIONS

This scope of work and the cost estimate in Exhibit B assume the following. Any deviations from these assumptions will result in the need for a budget augmentation and contract amendment:

- ◆ Billing rates for this project are guaranteed through June 30, 2014 and are subject to an increase of up to 6 percent on July 1, 2014 and in each subsequent year thereafter.
- ◆ The Planning Center | DC&E will send an invoice for work completed each month. The invoice will show hours worked by labor category, billing rate, and total by labor category plus subconsultants and reimbursable expenses. Special invoicing requirements may necessitate an additional fee.
- ◆ Our cost estimate includes the meetings listed in Part I, above. Additional meetings would be billed on a time-and-materials basis. Each public workshop or public meeting will last up to three hours, plus an additional hour for setting up and taking down equipment.
- ◆ No more than 40 hours of The Planning Center | DC&E staff time will be required to respond to comments on the Draft EIR. If additional labor is necessary, a contract amendment allowing additional work will be necessary.
- ◆ City of Rohnert Park staff will act as a clearinghouse for comments on all administrative draft documents, and will provide The Planning Center | DC&E with a single, internally reconciled set of comments on each administrative draft.
- ◆ There will be a single round of intensive review and revision to each administrative draft product prior to the screencheck draft. If City of Rohnert Park staff feels that a second administrative draft is needed, a contract amendment allowing additional work will be necessary.
- ◆ Revisions to screencheck drafts will focus on typographical errors, formatting and other minor edits. Such revisions will not include content changes.



- ◆ Multiple changes from the City of Rohnert Park about how to proceed will require a contract amendment to allow completion of the additional work.
- ◆ The Planning Center | DC&E will use ArcView version 9.3-compatible shapefiles and/or geodatabases from City of Rohnert Park for the development of the project's base map and subsequent thematic maps. All files delivered by the City of Rohnert Park are assumed to be current, spatially accurate, aligned with one another, and referenced to a common coordinate system appropriate for the area. Each shapefile will arrive with the appropriate coordinate system definitions (i.e. .PRJ files); likewise, the coordinate system of geodatabases, if applicable, will contain proper coordinate system definitions. This scope assumes that the City of Rohnert Park's existing GIS information, including attribute data, are essentially complete and that any needed adjustments by The Planning Center | DC&E will be minor. A maximum of four hours will be allotted for data quality control procedures. Additionally, The Planning Center | DC&E will expect metadata documentation for each shapefile and/or geodatabase submitted for this project including, but not limited to, data author and description, data creation date, attribute field definitions, and frequency of data updates.
- ◆ After creating the initial base map, The Planning Center | DC&E will provide a copy to the City of Rohnert Park for review and approval prior to use for subsequent mapping work. At the conclusion of the project, The Planning Center | DC&E will provide a CD to the City of Rohnert Park containing all original GIS data as well as project-specific data layers modified or created by The Planning Center | DC&E along with pertinent metadata documentation.
- ◆ The Planning Center | DC&E will use Microsoft Word and/or Adobe InDesign for page layout of reports, plans and similar documents. Additional software such as Adobe Illustrator, Adobe Photoshop, ArcGIS, and AutoCAD will be used to create illustrations, maps, diagrams and other graphics.

- ◆ All products will be submitted to the City of Rohnert Park in electronic (PDF) format. Any printing will be an additional cost.
- ◆ City of Rohnert Park staff will be responsible for meeting logistics, including schedule co-ordination, document production, printing notices, mailing costs, room reservations, room set-up and take-down, and refreshments.
- ◆ The Planning Center | DC&E will provide up to three facilitators for the public workshops. Any additional facilitators will be drawn from City of Rohnert Park staff. The Planning Center | DC&E will provide training for facilitators immediately before each workshop.
- ◆ The Planning Center | DC&E will prepare notices regarding the two public workshops, which will be submitted to the City in an electronic format for reproduction and distribution.
- ◆ We assume that development under the Specific Plan will connect to the existing City water and wastewater systems. If other water or wastewater solutions are proposed or need to be evaluated, their assessment would require a cost increase and contract amendment.

EXHIBIT B

Compensation

[to be inserted]

Exhibit B  
The Planning Center / DC&E  
National Specific Plan  
Cost Estimate

Hours per Task	The Planning Center / DC&E										WYTRANS				CASTLING				VNA						
	David Early, Founding Principal	Bruce Moore, Associate Principal	Steve Moore, Associate Principal	William Moore, CEQA Analyst	Steve Gamble, Economist	Brad Johnson, Associate	William Hazards, Analyst	Carly Fitzgerald, Hydrologist	Mike Watson, Geologist	Rob Moseley, GIS Manager	Micole Vermillion, Air Quality Planner	Project Planner	Graphic/ WP	Cheryl Inman, Clerical	Diane Whitlock, Project Manager	Sam Lan, Assistant Technician	Michelle Lam, Technician	Holly Utterback, Associate Principal	Mark Omeroff, Project Manager	John Griffin, Senior Engineer	John Griffin, Designer	Thomas Fraser, Project Manager	Bruce Clark, Project Manager	Dana Riggs, Biologist	Dana Riggs, Technician
Task A: Project Initiation	10	6	8	8	8	12	20	20	32	8	10	16	12	1	2	5	8	2	4	8	12	6	6	10	18
Task B: Existing Conditions Review	10	16	8	8	50	42	20	20	8	8	130	50	20	1	8	19	7	2	4	44	12	8	60	10	18
Task C: Land Use Planning	10	24	28	8	24	70	40	8	20	140	80	40	1	4	18	10	2	12	56	12	8	60	10	18	
Task E: EIR Preparation	10	20	60	8	24	200	40	40	20	200	200	60	8	1	22	88	108	44	88	108	2	10	12	10	
Task F: Hearings and Adoption	10	24	8	8	16	24	24	24	24	24	24	8	1	1	8	8	2	4	256	48	20	138	32	42	
Total Hours	60	170	112	24	68	428	60	128	52	38	540	140	3	48	164	216	62	74	256	48	20	138	32	42	
Rate	\$20	\$170	\$112	\$24	\$68	\$428	\$60	\$128	\$52	\$38	\$540	\$140	\$3	\$48	\$164	\$216	\$62	\$74	\$256	\$48	\$20	\$138	\$32	\$42	
Subtotal	\$1,200	\$28,900	\$12,544	\$576	\$4,656	\$181,184	\$3,600	\$16,384	\$2,704	\$1,416	\$291,600	\$19,600	\$9	\$2,304	\$26,992	\$45,360	\$3,924	\$5,476	\$65,536	\$2,304	\$400	\$18,516	\$1,024	\$1,764	
Labor Cost	\$13,500	\$29,750	\$21,280	\$5,400	\$17,150	\$57,790	\$9,800	\$21,120	\$4,940	\$4,660	\$66,700	\$11,200	\$210	\$8,600	\$26,890	\$20,590	\$6,560	\$90	\$29,440	\$4,600	\$3,000	\$15,096	\$3,360	\$4,494	
Total Firm Labor Cost													\$280,890			\$63,960				\$45,970				\$26,870	
EXPENSES																									
Travel @ \$0.555 per mile																									
Subcontract Administration (10%)																									
Reprographics and Mailing																									
Blowoffs & Piles																									
Debris																									
Office Expenses (Phone, Fax, Copies, etc @ 2% of Labor)																									
GPS																									
Data Purchase																									
Total Expense																									
TOTAL PER FIRM																									
GRAND TOTAL																									



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: KG

DATE (MM/DD/YYYY)

05/10/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alliant Insurance Services, Inc (Lic-0C36861) 735 Carnegie Drive, Ste 200 San Bernardino, CA 92408 Bill Pellow, CIC	909-886-9861 909-886-2013	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID # <b>PLANN-1</b>
INSURED Planning Center Inc Design Community & Environment Inc 3 MacArthur Place Suite 1100 Santa Ana, CA 92707	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Property Casualty NAIC # 26674 INSURER B: Travelers Casualty & Surety 19038 INSURER C: Crum & Forster Specialty (AMN) INSURER D: INSURER E: INSURER F:	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

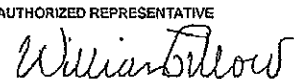
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab	X X	EPK100141	07/15/11	07/01/12	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BA6884N32411CAG	07/01/11	07/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	UMBRELLA LIAB EXCESS LIAB DEDUCTIBLE RETENTION \$ Nil	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	PFSEX6806N611TIL11	07/01/11	07/01/12	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 OVER AUTO \$ & EL ONLY \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A X	PJUB6804N41A11	07/01/11	07/01/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Property		P6606806N611TIL11	07/01/11	07/01/12	Pollution \$ 5,000,000
C	Pollution/Prof		EPK100141	07/15/11	07/01/12	Prof \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Job: Northwest Specific Plan and EIR, Rohnert Park CA. Certholder, its officers, elected officials, employees, agents and volunteers are add'l insds/ priamry and non-contributory/ waiver as respects gen'l liab per EN0111 0211, EN0147 1111 & EN0109 0211; work comp waiver per WC000313 0001. Null & Voids prior certificate issued 05/08/12.

## CERTIFICATE HOLDER

## CANCELLATION

CITYRO1  City of Rohnert Park Attn: Marilyn Ponton 130 Avram Ave Rohnert Park, CA 94928	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NON-CONTRIBUTORY ADDITIONAL  
INSURED WITH WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS POLLUTION LIABILITY COVERAGE PART  
ERRORS AND OMISSIONS LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name of Additional Insured Person(s) or Organization(s)</b>
Where Required by Written Contract

- A. **SECTION III – WHO IS AN INSURED** within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but only with respect to liability arising out of "your work" for that person or organization performed by you, or by those acting on your behalf.
- B. As respects additional insureds as defined above, this insurance also applies to "bodily injury" or "property damage" arising out of your negligence when the following written contract requirements are applicable:
1. Coverage available under this coverage part shall apply as primary insurance. Any other insurance available to these additional insureds shall apply as excess and not contribute as primary to the insurance afforded by this endorsement.
  2. We waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for injury or damage arising out of "your work" performed under a written contract with that person(s) or organization(s).
  3. The term "additional insured" is used separately and not collectively, but the inclusion of more than one "additional insured" shall not increase the limits or coverage provided by this insurance.

This Endorsement does not reinstate or increase the Limits of Insurance applicable to any "claim" to which the coverage afforded by this Endorsement applies.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

Policy No: EPK100141



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS POLLUTION LIABILITY COVERAGE PART

### SCHEDULE

<p>Name Of Additional Insured Person(s) or Organization(s) Where Required By Written Contract</p>
---

SECTION III – WHO IS AN INSURED within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but only with respect to liability caused, in whole or in part, by "your work" for that insured which is performed by you or by those acting on your behalf.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDED WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- CONTRACTORS POLLUTION LIABILITY COVERAGE PART
- ERRORS AND OMISSIONS LIABILITY COVERAGE PART
- THIRD PARTY POLLUTION LIABILITY COVERAGE PART
- ONSITE CLEANUP COVERAGE PART

**SCHEDULE**

Name of Person(s) or Organization(s)
Where Required by Written Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**SECTION VI – COMMON CONDITIONS, item 17. Transfer Of Rights of Recovery Against Others To Us** within the Common Provisions is amended by the addition of the following:

Solely as respects the person(s) or organization(s) indicated in the Schedule shown above, we waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for "damages" arising out of your ongoing operations or "your work" performed under a written contract with that person(s) or organization(s) and included in the "products-completed operations hazard".

However, this waiver shall not apply to "damages" resulting from the sole negligence of the person(s) or organization(s) indicated in the Schedule shown above.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.





WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY  
ENDORSEMENT WC 00 03 13 (00)-01

POLICY NUMBER: PJUB6804N41A11

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

**SCHEDULE**

**DESIGNATED PERSON:**

**DESIGNATED ORGANIZATION:**

ANY PERSON OR ORGANIZATION FOR WHICH THE NAMED INSURED HAS  
AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO  
FURNISH THIS WAIVER.

DATE OF ISSUE: 07/01/11

ST ASSIGN:

## EXHIBIT C

### INSURANCE REQUIREMENTS for Consultant Services Agreement

*Prior to the beginning of and throughout the duration of the Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.*

*Consultant shall provide the following types and amounts of insurance:*

General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$2,000,000 (Two Million Dollars) per occurrence.

Business Auto Coverage on ISO Business Auto Coverage form CA 0001 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$2,000,000 (Two Million Dollars) per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 (One Million Dollars) per accident or disease.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Consultant, subconsultants or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$2,000,000 (Two Million Dollars) per occurrence.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 (One Million Dollars) per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

*Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Best's rating of A- or better and a minimum financial size VII.*

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and City agree to the following with respect to insurance provided by Consultant.

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds the City, its officers, elected officials, employees, agents, and volunteers using standard ISO endorsement No. CG 20 10 or an approved equivalent. If completed operations coverage is excluded, the policy must be endorsed to include such coverage. Consultant also agrees to require all contractors, and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. The worker's compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, elected officials, employees, agents, and volunteers for losses paid under the terms of this policy which arise from the work performed by the named insured for the City.
4. All insurance coverage and limits provided by Contractor and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.
5. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
6. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
7. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.
8. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement

and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at City option.

9. Certificate(s) are to reflect that the insurer will provide 30 days notice to City of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.
10. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to City.
11. Consultant agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.
12. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
13. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increased benefit to City.
14. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
15. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
16. Consultant will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.

17. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.
18. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its officers, elected officials, employees, agents, and volunteers.
19. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
20. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.
21. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
22. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
23. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

CERTIFICATE OF CONSULTANT

I HEREBY CERTIFY that I am the \_\_\_\_\_, and a duly authorized representative of the firm of \_\_\_\_\_, whose address is \_\_\_\_\_, and that neither I nor the above firm I here represent has:

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit to secure this Agreement.
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement;

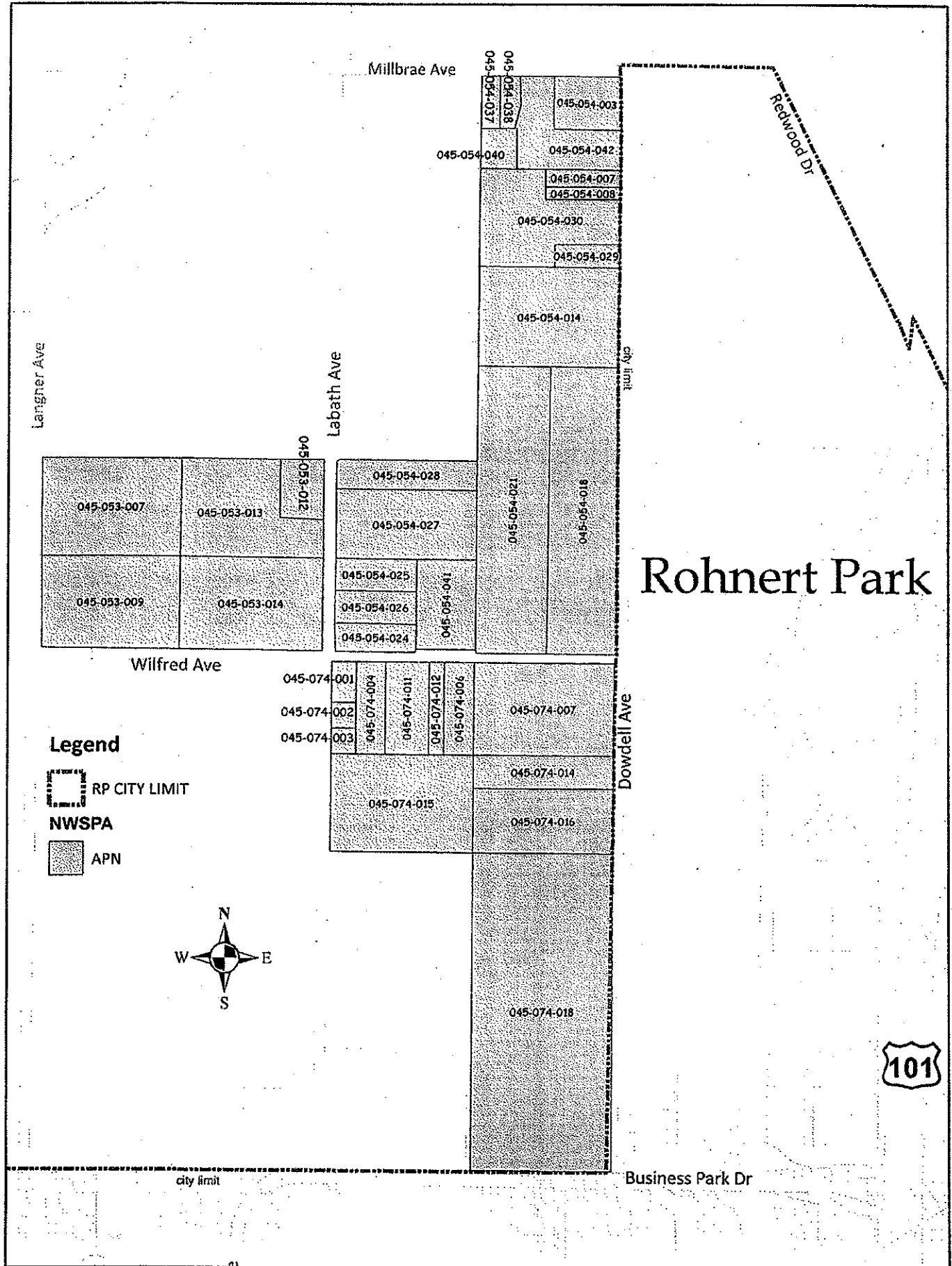
Except as here expressly stated (if any);

I acknowledge that this certificate is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
Date

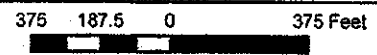
\_\_\_\_\_  
Signature

# Rohnert Park



### Legend

- RP CITY LIMIT
- NWSPA
- APN



# THE PLANNING CENTER | DC&E: SAMPLE SPECIFIC PLANS

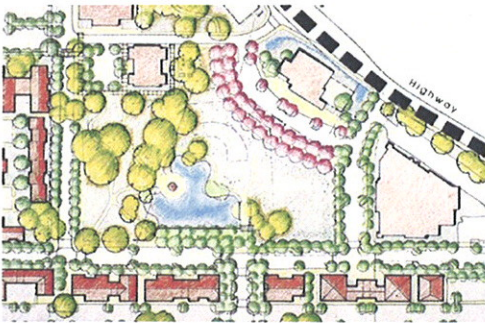
## CITY OF ROHNERT PARK

This document describes a few of the Specific Plans completed by The Planning Center | DC&E that have resulted in tangible new development and public improvements.

## WINDSOR DOWNTOWN PLAN

### TOWN OF WINDSOR

The Planning Center | DC&E created Windsor’s Downtown Plan in 1997 to provide implementable solutions for the “Old Town” area. The Planning Center | DC&E helped the Town and community develop a vision for the area and included concrete ideas and standards in the Downtown Plan for achieving the vision. Since Specific Plan adoption, Old Town Windsor has experienced significant investment from both the public and private sector. Implementation began with the construction of the Windsor Town Green and new mixed-use development fronting onto this open space. These initial investments acted as catalysts for other new mixed-use development that filled in afterward.



## OLD REDWOOD HIGHWAY AND CHARLES STREET MASTER PLAN

### CITY OF COTATI

The Planning Center | DC&E worked with community members and developers to establish a vision for a sixteen acre site at the edge of downtown Cotati. The Plan addressed incorporation of the existing wetlands and creeks, the creation of a cohesive and interconnected street, pedestrian and bicycle network, establishment of a downtown gateway, and feathering of density across the site to permit a transition from the existing rural-density housing at one edge of the site to the central commercial area at the other. A decade later, much of the Master Plan has been implemented as recommended. New development includes single-family neighborhoods with alley loaded garages, a co-housing project, and a mixed-use project along Old Redwood Highway.







## AVILA BEACH SPECIFIC PLAN SAN LUIS OBISPO COUNTY

The Planning Center | DC&E prepared this Specific Plan and EIR for San Luis Obispo County. The impetus for the Specific Plan was the County's need to remove much of Avila Beach's commercial core to remediate groundwater and soil contamination. The community-driven Specific Plan includes land use, circulation, community design, public space, infrastructure, economic recovery, and implementation components. The Planning Center | DC&E's work on the Avila Beach Specific Plan has led to the creation of a number of projects in Avila Beach, including a new pedestrian-only boardwalk, new retail buildings along the ocean frontage, and a marine biology exhibit center. The project won the California Chapter APA Award for Planning Implementation by a Small Jurisdiction in 2001.



## STANTON PLAZA SPECIFIC PLAN CITY OF STANTON

The Planning Center | DC&E prepared a Specific Plan for the City of Stanton that focused on providing guidance for the redevelopment of a 15-acre strip commercial site located on Beach Boulevard. The Specific Plan proposes new commercial development at the most prominent corner of the site, as well as a new "Main Street" area that allows for live-work units adjacent to commercial development, with all development guided by design guidelines and a special administrative review process. Since plan adoption in 2005, all of the residential components of this project have been constructed.





## HARLAN RANCH MASTER PLAN, CLOVIS CENTRAL VALLEY EC GROUP

The Planning Center | DC&E prepared the Harlan Ranch Master Plan for a new neighborhood in the northeastern region of Clovis a city of Fresno County. Encompassing approximately 390 acres, the Harlan Ranch Master Plan proposed a multiuse community designed and organized to encourage health and wellness, create sense of place, and promote diversity through a variety of housing product types. The Master Plan defined the vision for this area and provided clear development standards to implement it. Since the completion of the Master Plan in 2005, nearly 75 percent of this project has been constructed. Remarkably, this project continued in construction throughout the recent economic recession. The developer has attributed this to the flexible residential density standards provided in the Master Plan.



## THE PRESERVE SPECIFIC PLAN CITY OF CHINO

The Planning Center | DC&E successfully developed a 5,472-acre Specific Plan for the City of Chino, which was adopted on in 2003. The Preserve Specific Plan provided guidance for the development of a diverse residential community focused around a lively community core. The project included the development of an area plan, general plan amendment, and annexation. Since Plan adoption, approximately 25 percent of this project has been built. Several of the residential components have already been constructed, including an affordable multi-family project.





## MARINE CORPS AIR STATION TUSTIN SPECIFIC PLAN AND BASE RESUSE PLAN CITY OF TUSTIN

The Planning Center | DC&E prepared the Specific Plan/Base Reuse Plan and EIR/EIS for a 1,575-acre former Marine helicopter base for the City of Tustin. The Specific Plan provides a land use plan and design guidelines for the area. Upon completion of the Specific Plan, The Planning Center | DC&E was hired by Lennar to lead the site planning and entitlement effort. Nearly 1,200 residential units and two schools are built out, including 20% affordable housing and homeless facilities. Major roads are currently under construction through the remainder of the site. Additionally, Vestar has constructed a large lifestyle center that includes restaurants, entertainment uses, and shopping opportunities.



## LEMOORE DOWNTOWN REVITALIZATION PLAN CITY OF LEMOORE

The Planning Center | DC&E completed the Lemoore Downtown Revitalization Plan in 1994. The Plan focuses on providing strategies for preserving existing historic character, enhancing amenities, and attracting new entertainment uses. The Planning Center | DC&E suggested new uses and public improvements that would enhance the viability of Downtown. Since adoption, many of the Plan's recommendations have been realized. Downtown is now home to a new movie theater, and gateway improvements have been installed to clearly mark the significance of entry to Downtown. This project won a National APA Award for Planning Implementation by a Small Jurisdiction in 1995.

