

RESOLUTION NO. 2013-078

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK AUTHORIZING AND APPROVING CONSULTANT SERVICE AGREEMENT WITH AECOM TECHNICAL SERVICES, INC.

WHEREAS, the City of Rohnert Park Municipal Code Title 3 Chapter 3.04 provides that the City's purchasing functions shall be governed by the City's Purchasing Policy;

WHEREAS, the Rohnert Park City Council approved the Strategic Plan 2012-2016 Implementation Action Plan, in which Strategy D-3 seeks to "integrate State Farm/SMART Train/City Center into a Priority Development Area;"

WHEREAS, the City desires to secure professional planning services to prepare the Central Rohnert Park Priority Development Area Plan and Environmental Analysis (PDA Plan);

WHEREAS, a Request for Proposal (RFP) for professional planning services was issued in January 2013, and a selection process conducted, including proposal evaluations, panel interviews and reference checks to result in the selection of AECOM Technical Services Inc. as the preferred consultant to provide said services;

WHEREAS, AECOM Technical Services Inc. is qualified to provide desired services.

NOW, THEREFORE the City Council of the City of Rohnert Park does hereby resolve, determine, find and order as follows:

Section 1: Agreement. The City Council approves an Agreement by and between AECOM Technical Services Inc., a California corporation, and the City of Rohnert Park, a municipal corporation, for the professional planning services to prepare a Central Rohnert Park Priority Development Area Plan / Environmental Analysis as described more specifically in the agreement shown in *Exhibit A*, for a not-to-exceed amount of \$448,000.00.

Section 2. City Manager Authorization. City Manager is hereby authorized and directed to take all actions to effectuate this agreement for and on behalf of the City of Rohnert Park, including execution, if necessary, in substantially similar form to the agreement attached hereto as *Exhibit A*.

Section 3. Authorized Signatures. The Mayor, or presiding officer, is hereby authorized to affix his signature to this Resolution signifying its adoption and the City Clerk, or her duly appointed deputy, is directed to attest thereto.

PASSED, APPROVED AND ADOPTED this date of 14th of May, 2013.



CITY OF ROHNERT PARK

Pam Stafford
Pam Stafford, Mayor

ATTEST:

JoAnne Buergler
JoAnne Buergler, City Clerk

Attachments: Exhibit A, Agreement

AHANOTU: AYE BELFORTE: AYE MACKENZIE: AYE CALLINAN: AYE STAFFORD: AYE
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 _____, 20____, by and between the CITY OF ROHNERT PARK ("City"), a California municipal corporation, and AECOM TECHNICAL SERVICES, INC. ("Consultant"),

Recitals

WHEREAS, City desires to obtain professional planning services in connection with the preparation of Central Rohnert Park Priority Development Area Plan / Environmental Analysis; 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 Development Services 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 Jeff Goldman, AICP, Project Director/Manager, 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 *Central Rohnert Park PDA Revised Scope and Budget* 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 not later than December 31, 2015. Consultant shall perform its services in accordance with *Exhibit A* and the schedule attached hereto as *Exhibit B – Work Task Schedule*, and incorporated herein by reference. Any changes to these dates in this Section 3, *Exhibit A* or *Exhibit B* 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 A*. However, in no event shall the amount City pays Consultant exceed Four Hundred Forty Eight Thousand Dollars (\$448,000.00). 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.

B. Timing of Payment. Billing for said services shall be made at the completion and submittal of Deliverables shown in *Exhibit A*. City shall review Consultant's billing statement and pay Consultant for approved Deliverables and services rendered within 45 days of receipt of a complete billing statement that meets all requirements of this Agreement.

C. 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.

D. 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.

E. 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.

F. 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. Fair Employment Practices. Consultant and Consultant's subconsultants (if any) shall comply with the provisions of the Fair Employment and

Housing Act (Government Code Section 12900 *et seq.*), and the applicable regulations promulgated thereunder (California code of Regulations, Title 2, Section 7285.0 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Consultant and all subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

E. Environmental Quality. The Parties shall agree to comply with the requirements of the California Environmental Quality Act (CEQA), California Public Resources Code Section 21000 *et seq.*, and with the State Environmental Impact Report Guidelines (14 California Code of Regulations Section 15000 *et seq.*) and the National Environmental Policy Act (NEPA), 42 U.S.C. Section 4321 *et seq.* and the applicable regulations thereunder.

F. Federal General Contracting Requirements: Consultant shall agree to comply with all 48 CFR, Chapter 1, Part 31, Contract Cost Principles and Procedures.

G. Rebates, Kickbacks or Other Unlawful Consideration: Consultant warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration, either promised or paid to any City employee. For breach or violation of this warranty, City shall have the right in its discretion to terminate the Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

H. 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.

I. 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.

J. 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:

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) a minimum period of three (3) years following final grant payment from the Metropolitan Transportation Commission (MTC) to City or (b) four (4) years following the fiscal year of the last expenditure under the City's funding agreement with MTC, whichever is longer, in accordance with generally accepted accounting principles, 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. Consultant further agrees that MTC, the U.S. Department of Transportation, Federal Highway Administration (FHWA), the Comptroller General of the United States, the State, or any of their duly authorized representatives shall have access to and the right to examine any directly pertinent books, documents, papers, and records of Consultant, during normal business hours at any time while the project is underway and for the term specified in Section 26.A.

D. 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 shall not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Consultant shall take

affirmative action to ensure that employees are treated during employment without regard to their race, sex, sexual orientation, color, religion, ancestry, or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant shall post in conspicuous places, available to employees for employment, notices to be provided by State setting forth the provisions of this section.

29. Nondiscrimination Assurances. During the performance of this Agreement, Consultant, for itself, its assignees and successors in interest (hereinafter collectively referred to as Consultant) agrees as follows:

A. Compliance with Regulations: Consultant shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

B. Nondiscrimination: Consultant, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed by a subcontractor, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to Consultant's books, records, accounts, other sources of information, and its facilities as may be determined by State or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to STATE or the FHWA as appropriate, and shall set forth what efforts Consultant has made to obtain the information.

E. Sanctions for Noncompliance: In the event of RECIPIENT's noncompliance with the nondiscrimination provisions of this agreement, STATE shall

impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

- (1) withholding of payments to Consultant under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
- (2) cancellation, termination or suspension of the Agreement, in whole or in part.

F. Incorporation of Provisions: Consultant shall include the provisions of paragraphs 29 (A) through (E) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

Consultant shall take such action with respect to any sub-agreement or procurement as STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event Consultant becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, Consultant may request State enter into such litigation to protect the interests of State, and, in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

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

31. 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.

32. 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.

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

- A. Exhibit A: Central Rohnert Park PDA Revised Scope and Budget, (April 15, 2013)
- B. Exhibit B: Work Task Schedule (April 15, 2013)
- C. Exhibit C: Insurance Requirements and Submittals
- D. Exhibit D: Disadvantaged Business Enterprise (DBE) Program Forms

E. Exhibit E: Federal Non-Lobbying Certification & Debarment and Suspension Certification

F. Exhibit G: Final Utilization of DBEs (Caltrans Local Assistance Procedures Manual Exhibit 17-F)

34. 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.

35. 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.

36. Identification of Documents. Consultant shall ensure that all documents related to the project including meeting notices and reports state that the project is funded through the Metropolitan Transportation Commission's Priority Development Area Planning Grant Program. In addition, Consultant shall ensure that all reports and other documents completed as part of this Agreement shall carry the following notation on the front cover or title page: "The preparation of this report has been finance in part by grants from the U.S. Department of Transportation. The contents of this report do not necessarily reflect the official views or policy of the U.S. Department of Transportation."

37. 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.

38. 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.

39. 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 May 14, 2013.

Date: _____

CONSULTANT

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

EXHIBIT A

**CENTRAL ROHNERT PARK PDA
REVISED SCOPE AND BUDGET
April 15, 2013**



AECOM
2020 L Street, Suite 400
Sacramento, CA 95811
www.aecom.com

Memorandum

To: Marilyn Ponton
From: Jeff Goldman
CC:
Date: April 15, 2013
Subject: Revised Scope of Work for Professional Planning Services to
Prepare a Priority Development Area Plan/Environmental Analysis
for Central Rohnert Park

AECOM is pleased to provide the following revised scope of work and budget proposal for the preparation of a Priority Development Area Plan and Environmental Analysis for Central Rohnert Park, with a focus on the project area that is bounded by Hinebaugh Creek to the north, Copeland Creek to the south, Highway 101 to the west, and the SMART railway line on the east (referred to as the Plan Area Focus in this scope of work).

Please feel free to contact me at 916.397.3679 or via email with any questions regarding the revised work scope, budget, and updated schedule, or contact Anh Thai at 916.414.5800 or anh.thai@aecom.com.

Scope of Work

The major tasks that follow outline our team's approach to the components of the Central Rohnert Park Priority Development Area (PDA) Master Plan (Master Plan) and Environmental Analysis, based on the original work scope in the RFP and in response to the PDA planning program requirements.

Task 1: Project Initiation, Data and Document Collection and Review

Task 1.1: Collection and Review of Background Data

The Consultant team will coordinate with the City and ABAG to identify, collect, and review studies that pertain to the project. This task also includes collecting data from state and federal agencies, information for base maps, and interviews with utility providers and local jurisdictions. Information to be collected and reviewed includes, but is not limited to:

- GIS and/or AutoCAD data, such as aerial photographs, boundary and parcel information, physical site features, and circulation patterns;
- The City's General Plan, Zoning Code, Design Guidelines, the 2002 Rohnert Park City Concept Plan, and other relevant regulatory and policy documents;
- Traffic data and local and regional traffic, transit, and bike and pedestrian studies;
- Data needs with respect to EIR
- Utility and infrastructure maps and capacity studies;
- Demographic and socio-economic indicators;
- Local and regional market studies; and
- Environmental impact reports for the General Plan, SMART train, and other relevant environmental studies or assessments.

Information regarding existing and planned land use, circulation, access, transportation, infrastructure, economic or market analysis, and environmental resources is intended to inform the development of the tasks that follow.

Task 1.2: Base Map Preparation

AECOM will prepare base maps for the PDA, using GIS and AutoCAD data, originating from the City and ABAG. BKF will prepare overlays of the existing utility infrastructure on aerial topographic and planimetric surveys provided by the City and others.

Task 1.3: Project Kick-Off Meeting and Site Tour

- AECOM will convene a kick-off meeting with the City, ABAG, MTC, SMART, and SCTA, and key members of the consultant team. We will confirm and clarify the roles and responsibilities of the team, the work program, schedule, key milestones, and the project's vision, goals, and expectations. The approach of the Community Involvement Plan will be confirmed, including identifying key stakeholders and technical advisors and their roles in the planning process and the team's vision for collecting broad-based community input.
- The project team will tour the PDA to understand the physical conditions and characteristics of the site and discuss known issues and opportunities.

Task 1.4: Project Management and Coordination

This task includes monthly calls, as needed, during the planning process and also allows time for close project management and coordination, to ensure that all elements of the project stay on schedule and on budget.

AECOM's Project Manager will work closely and communicate frequently with the City's Project Manager.

Task 1 Actions and Deliverables:

- Base maps, using files provided by the City.
- AECOM will coordinate with the City to schedule the kick-off meeting and site tour; prepare the agenda and site tour map; and distribute meeting summary notes to the project team.
- Work program, schedule, and budget, within 10 days of the first kick-off meeting.

Task 2: Priority Development Area Profile

The AECOM team will prepare a memorandum that provides an overview of the project context and any known issues in the PDA that will need to be considered or addressed in the planning process.

Task 2.1 Priority Development Area Profile Report

The PDA Profile Report will provide the background, describing the existing conditions and characteristics of the project, including information on the following minimum plan elements:

- Context of the PDA to the surrounding region;
- Demographic and socio-economic characteristics to include, but not limited to:
 - Population, household, age, ethnicity, language, place of birth and residence, disability, households, employment, income and poverty status, household tenure and costs, place of work, travel mode to work, vehicle availability, and travel time to work;
- Housing conditions;
- Relationship to community facilities;
- Travel and circulation patterns;
- Existing infrastructure capacity; and

- Land use and physical characteristics

The greatest emphasis in developing the profile will be placed on the area immediately surrounding the future SMART train station with greatest near- and mid-term opportunities, roughly between the rail line, Enterprise Drive, Commerce Boulevard and Hinebaugh Creek. Data sources for this report should draw from the US Census, American Community Survey, Local Employment Dynamics, and other available data from earlier studies. The PDA profile report will summarize any planning, design, and regulatory issues to be addressed in the planning process. The PDA profile also requires an inventory of the physical landscape: housing, jobs, social services, and neighborhood amenities, including parks, schools, playgrounds, retail, and activity nodes. This task assumes inventory of these features in a community amenities map and in an opportunities and constraints diagram and table documenting known issues, opportunities, and constraints.

Task 2.1 Actions and Deliverables:

- An outline and PDA Profile memorandum describing the existing planning conditions and major planning, policy, infrastructure, and regulatory issues surrounding the development of the site.
- A community amenities map and opportunities and constraints graphic that depicts the PDA and its surroundings, elements that affect the property's land use and circulation, and areas that may constrain or influence land use and/or development decisions.
- Results and known issues from the traffic and circulation analysis, conducted by W-Trans and existing infrastructure capacity studies conducted by BKF.

Task 3: Community Involvement Plan

A collaborative and broad-based community involvement process is necessary to the success and implementation of the PDA Plan. As a first step in this process, a Community Involvement Plan will be developed, based on the proposed approach that follows.

Task 3.1 Development of a Community Involvement Plan

The Community Involvement Plan will outline the process for engaging stakeholders, leaders, community groups, minority populations, and other interested citizens in crafting the vision and alternatives for the PDA in Central Rohnert Park. It will identify who should be involved, the best methods for communicating and soliciting comments from diverse members, groups, and interests in the community at key points of the planning process; describe the tools for ongoing project communication and noticing of public events; and a schedule for when these activities should occur.

Specifically, the Community Involvement Plan will:

1. Identify specific methods of engaging with underserved and economically disadvantaged segments of the community, including identification of community based organization and community places (e.g., religious institutions, social clubs, and businesses) connected to these groups; and one or more outreach efforts and community meetings targeted to these groups.
2. Where appropriate, providing alternative language translation at public meetings and of key documents (notices, report summaries, meeting notes, etc.). AECOM anticipates that such alternative language engagement can be provided by the City or community-based organizations, but will arrange to have a translator available, if needed.
3. Methods by which community stakeholders will be identified from community-based organization and interested or affected segments of the community. AECOM anticipates that the stakeholder group would include representatives of underserved and economically disadvantaged segments of the community, neighborhoods within and surrounding the plan area, local businesses, and plan area property owners, among others.

4. Key points in the process for solicitation of public and stakeholder input, such as at public workshops, to identify opportunities and challenges in the plan area, how these will inform alternative plan concepts and the plan vision (Task 5), and desired features of the plan to meet both City and ABAG FOCUS program objectives for mixed-use, transit-oriented development connected to the surrounding community (such as potential mix and location of desired uses, multimodal and ADA accessibility, and potential economic and environmental benefits).

Task 3.2 Project Communication, Tools, and Public Noticing

Our team will recommend strategies for project communication and public noticing, including outreach to under-represented community groups. AECOM will suggest both conventional and new media techniques with greatest potential for engaging the community to share information and reach out to a broad audience, including through the City's project website, newspaper, email, public flyers, comment cards, and/or social media sites that can be accessed through the City's website.

Project Website:

Information on the project, including a description of the planning process, upcoming public workshops and events, information and summaries from public workshops, and public documents will be prepared by AECOM and maintained on the City's project website.

Public Noticing:

AECOM will maintain contact and meeting attendance lists. AECOM will prepare workshop and event notifications and informational that will be sent to stakeholders, property and business owners, local neighbors, affected agencies and community organizations and posted on the City's website; and released to the media for publication or public announcements.

Task 3.2 Actions and Deliverables:

- The City will be responsible for the cost of public noticing that requires publication in local newspaper of record, posting notices on its websites, and sending email notices to the project distribution list. As needed, AECOM will provide graphics and other content to be used in developing public notifications.
- The City will be responsible for maintaining the project website and coordinating web-based project notifications. AECOM will provide descriptive content on the project to be included with materials and summarize public comment provided through the project website, social media, and other means.

Task 3.3 Technical Advisory Committee Meetings

The AECOM team will recommend the composition of the Technical Advisory Committee (TAC) and assist the City in identifying participants who should participate in TAC meetings at key points in the planning process. AECOM's management team will meet with City staff and other project advisors, and/or key stakeholders on the progress of the work and plan specifics; discuss issues needing review, direction, or input; and provide schedule and budget updates. Four TAC meetings with the following milestones and agenda focus are envisioned during key intervals in the planning process.

- Meeting #1: Project vision, indicators, and range of concepts for alternatives
- Meeting #2: Plan alternatives and second community workshop
- Meeting #3: Community input, preferred alternative, and third community workshop
- Meeting #4: Comments on Draft Master Plan

Meetings will be held in Rohnert Park at mutually convenient times that are critical to the efficient and successful outcome of the Plan. AECOM will prepare meeting agendas, facilitate and lead discussions, present

technical materials, and take summary notes. Additional meetings will be billed on a time and materials basis.

Task 3.3 Actions and Deliverables:

- AECOM will prepare TAC meeting agenda, meeting materials, and summary meeting notes.

Task 3.4 Stakeholder / Focus Group Interviews

The AECOM will assist the City in identifying key community stakeholders, including local residents, business and property owners, transit agencies, neighborhood associations, non-profit groups, other interested community organizations, and other potential project partners.

Focus group interviews are intended to gather early input and opinions on the development of the Plan and identify key issues, opportunities, and challenges. Input and information from these interviews will inform the Project Team and contribute to the development of a viable and supportable Plan. Interviews are proposed to be conducted in a one- or two-day session, either as one group or with rotating smaller groups at a venue provided by the City. If needed

AECOM will contact stakeholders to be involved in the interviews. AECOM will prepare materials for and facilitate the stakeholder group session. AECOM will prepare a summary memo of the results of the session.

Task 3.4 Actions and Deliverables:

- AECOM will assist the City in identifying stakeholders and maintain stakeholder lists. The City will schedule the venue for the stakeholder session.
- AECOM will prepare materials for the session and summarize the results of the interviews in a memorandum, identifying the issues and recurring themes and ideas heard through the course of the interviews.

Task 3.5 Public Workshops

Three public workshops will be scheduled to seek public input on the opportunities and challenges in the plan area, focused on both development concepts and issues that may not have been previously anticipated. Public workshops will be designed to be interactive, combining presentations with opportunities for facilitated small group discussions and written public comment responses.

Public Workshop #1 will introduce the project; summarize the public outreach process for the plan; gather public input on the goals, principles, vision, preferences for Plan area development concepts, and potential issues or project indicators that should be used in evaluating project alternatives; and confirm the scope of issues that should be addressed in the Plan's Environmental Impact Report. A presentation with context sensitive station-area development examples and sketches will be presented for gauging community preferences, with results posted on the project website.

Public Workshop #2 will present the results of stakeholder and community feedback from Workshop #1; introduce the project conceptual alternatives and indicators used to evaluate the alternatives; and collect public input and reaction on the alternatives, indicators, and features that are desired in a preferred alternative.

Public Workshop #3 will summarize the outcomes of earlier plan processes and present the preferred alternative for public input.

Task 3.5 Actions and Deliverables:

AECOM will maintain the attendance list and summarize participant comment.

The City will be responsible for securing the meeting venue, refreshments, and furnishings (tables, chairs, etc.).

The AECOM team will prepare the meeting agenda and materials, meeting summaries, and description of the public workshops to be uploaded onto the City's project website.

Task 4: Vision and Alternatives Analysis**Task 4.1: Alternatives Development and Analysis**

- The AECOM team, led by AECOM and MNA, will facilitate TAC Meeting #1 to discuss the comments articulated by stakeholders and the public in Public Workshop #1, including the range of issues, project recommendations, and potential drivers and project indicators for the development and evaluation of site alternatives. These considerations will lead to the development of a project vision statement, project indicators, and preliminary bubble diagram concepts that start to establish the range of project alternatives. This discussion and exercise will serve as a starting point for the development of draft plan alternatives.
- The AECOM team will develop three draft alternatives of the PDA, illustrating conceptual alternatives for land use, density, station connectivity, site development and reuse, and urban design concepts, expressed as a series of site plan diagrams for the Plan Area Focus. Outside the Focus area, alternatives will be expressed as generalized land use options for different mixes and densities of land use, similar to a specific plan land use diagram. These alternatives will be based on the work of earlier tasks and input received throughout the planning process. Alternatives will explore land use mix and site development strategies and determine approximate development yield using a FAR multiplier and the input of market studies or analysis and stakeholders to ensure the alternatives studied are viable and realistic. Potential locations for key public facilities (e.g. libraries, schools, community centers) will be included in the alternatives. The draft alternatives will be accompanied by appropriate maps, tables, and graphics.
- AECOM and MNA will present the conceptual alternatives at TAC Meeting #2 and work closely with the group to refine the plan

alternatives to best meet project goals and the issues and concerns expressed by the public. We will analyze and compare land use mix, development intensity, design characteristics within the Focus area, circulation and access, environmental constraints, greenhouse gas implications (to be fully analyzed as part of the project EIR), and other project indicators that have been identified by the public or address issues which have arisen through the planning process.

- The development of alternatives will incorporate input from stakeholders and the public related to challenges, opportunities, and other issues of concern (pedestrian safety, access to community services, affordable housing, etc.). W-Trans will prepare a TRAFFIX trip assignment model and associated SYNCHRO model to be used for the travel and circulation analysis. Existing intersection LOS will be determined for the a.m. and p.m. peak hours and used to inform the types of improvements that may need to be considered in the Master Plan alternatives. Existing LOS will be determined at up to 16 study intersections; the following intersections are suggested for analysis, though the final selection of locations will be made in coordination with City Staff.

1. Golf Course Drive West/US 101 South Ramps
2. Golf Course Drive/Commerce Boulevard
3. Commerce Boulevard/US 101 North Ramps
4. Commerce Boulevard/State Farm Drive
5. State Farm Drive/Professional Center Drive
6. Commerce Boulevard/Professional Center Drive
7. Commerce Boulevard/Padre Parkway
8. State Farm Drive/City Center Drive
9. Rohnert Park Expressway/US 101 South Ramps
10. Rohnert Park Expressway/US 101 North Ramps
11. Rohnert Park Expressway/Commerce Boulevard
12. Rohnert Park Expressway/State Farm Drive
13. Commerce Boulevard/Enterprise Drive
14. Enterprise Drive/Hunter Drive
15. Enterprise Drive/State Farm Drive
16. Enterprise Drive/Seed Farm Drive

This travel model will be used to inform the development of project alternatives, including implications to the design of future roadway systems and opportunities for multimodal access. W-Trans will collaborate with the consultant team in developing alternatives that improve access within the Plan area and the SMART Train station for all modes of travel. Emphasis will be placed on establishing strong pedestrian linkages between the station and surrounding neighborhoods, commercial centers, opportunity sites, and transit facilities, including provision of specific improvements needed at roadway crossings to better balance the needs of pedestrians and bicyclists with auto users. Key connectivity issues will include overcoming the barrier effects created by both Rohnert Park Expressway and the SMART rail line. W-Trans will assist the design team in developing appropriate roadway improvements intended to provide access to opportunity sites and parking facilities, and where appropriate, incorporating roadway and intersection improvements that provide both regional and local access to the core station area. Any such improvements will be considered in the context of the surrounding street environment, and considering the potential tradeoffs to pedestrians, bicyclists, and transit.

- W-Trans will work with the team to establish up to four indicators used to differentiate the circulation differences among alternatives. One such quantitative indicator could include total estimated trip generation for each alternative, as adjusted to account for transit-oriented development and mode shifts to walking, bicycling, and transit. Another could be the estimated total parking demand created by new uses. Qualitative indicators could include the effectiveness of connections to SMART for pedestrians, bicyclists, drivers, and transit.

Task 4.2: Preferred Alternative

Based on stakeholder input, the results of the alternatives analysis, information from market studies, and overall project goals, a preferred alternative and program will be developed, often a combination of the

elements from each of the alternatives considered, including potential locations for key public facilities and public spaces. The resulting plan will include more refined circulation and parking patterns, intensity of development, and location of site amenities and features. The preferred alternative will include, but may not be limited to, land use diagrams, multiple modes of circulation, open space, and development examples. Conceptual massing studies focused on key plan features will be provided.

Task 4 Actions and Deliverables:

- Three draft alternatives and accompanying descriptions, diagrams, development tables, pros and cons comparison, and summary of the effectiveness of each alternative in meeting project goals and indicators or addressing significant issues project issues, will be included in the Master Plan and PowerPoint presentation for Public Workshop #2.
- A preferred alternative plan and accompanying graphics, tables, and plan views for inclusion in the Master Plan and PowerPoint presentation for Public Workshop #3.

Task 5: Strategy Memos

Strategy memos will be prepared, based on the preferred alternative developed in Task 4, and form a significant framework for the Master Plan chapters. Each of these memos, further described below, will inform the development of a chapter of the Master Plan.

Task 5.1: Land Use and Zoning

In consultation with the City, our planners and architects will address land use and regulatory issues needed to implement the vision for the Preferred Alternative. A Land Use Plan and recommended land uses and development standards will be recommended for the PDA. The Land Use and Zoning Strategy Memo will identify categories of uses permitted, conditionally permitted, and prohibited in the PDA; identify potential opportunity sites for redevelopment in the Plan Area Focus

that were examined in greater detail in Task 4; and recommend planning and zoning strategies to create a vibrant transit-oriented center for the City that is sustainable, connected, addresses affordability, promotes mixed-use, high-density infill development, and creates a true downtown center for Rohnert Park.

Task 5.2: Urban Design

In consultation with the City, our planners and architects will outline the components and strategy for design standards to augment the Master Plan, based on the proposed land uses for the PDA. Design strategies will include, but are not limited to: general public realm streetscape design and required improvements; landscape design treatments adjacent to open space corridors; typical form-based frontage treatments, special features and transition areas of the PDA; and site development strategies for multi-modal access, redevelopment and reuse, and parking strategies.

Example / character images will be provided, including land use, circulation, density or form maps, strategies for infill, and supporting graphics, as required.

Task 5.3: Circulation and Station Connectivity

W-Trans will conduct a traffic analysis to identify the roadway improvements that may be required to support development of the Plan, focusing on the 16 intersections listed earlier in the scope. The traffic analysis will evaluate year 2040 cumulative conditions, utilizing the Sonoma County Transportation Agency travel demand model as a basis for determining background traffic growth. Vehicular trip generation estimates for new traffic associated with build-out of the Plan will be determined using ITE trip generation rates in combination with potential trip reductions associated with elements such as transit-oriented design, pedestrian and bicycle facility connectivity, street layout, affordable housing, and the jobs-housing balance within the Plan area. The intersection and roadway changes needed to accommodate the Plan while meeting the City's current LOS standards will be identified. This information may then be used to inform other

components of the Plan such as infrastructure and financing and may also be used to guide the development of circulation policies that may be incorporated into the Master Plan.

Existing transit service in the study area will be described, including summaries of transit headways, operators, routes, and destinations served. Information regarding existing bicycle facilities will be obtained from the City's Bicycle and Pedestrian Master Plan and confirmed in the field, and reproduced in a figure.

W-Trans will evaluate ways to successfully interface feeder bus routes with the rail station, including the establishment of safe and effective pedestrian and bicycle facilities linking transit to the surrounding area. Specific improvements intended to enhance multimodal connectivity with the Master Plan area will be identified, with particular focus placed on the ability for pedestrians to safely and conveniently travel in all directions, including crossing the Rohnert Park Expressway and SMART corridors.

Our team will collaborate to prepare a Circulation and Station Connectivity Strategy Memo that summarizes the traffic analysis findings, describes the recommended street configurations for corridors within the Plan area and how they relate to current City practices and plans, identifies and describes improvements to the pedestrian and bicycle networks, including crossing treatments at key areas, and outlines strategies for enhancing the interface and operation between bus and rail transit modes. The design team will prepare a circulation map as well as graphical cross-sections and standards for street and path facilities in the PDA.

Our team will identify traditional and multi-modal circulation routes within the Plan area in addition to a land plan that responds to various sustainable modes of transportation. Using the Copeland Creek Parkway as an east west axis and understanding where the SMART station will be located, we will study sites to be redeveloped and how they can connect to the overall Plan area as well as immediately adjacent streets,

parcels, or significant land uses. Modes of travel will accommodate motorists, cyclists, and pedestrians and be presented as Class 1, 2, or 3 with appropriate supporting graphics.

Task 5.4: Accessible Design

MNA prepare plans and diagrams to support an Accessibility Plan for people with disabilities, traveling and using the transit stations and surrounding areas of the PDA. With MNA's accessibility compliance experts as a resource, all routes contemplated within the Plan area will accommodate accessible design standards and shall be consistent with City Public Works standards. Further, policies relative to accessibility will be clearly stated as they pertain to housing, other new building development, and transit stations.

Task 5.5: Parking Policy and Management

W-Trans will prepare a Parking Policy and Management strategy memo that considers current and future development potential within the core of the PDA nearest to the SMART station. The memo will evaluate future parking demand, outline potential parking policies and strategies intended to support transit-oriented development, and propose a set of parking requirements for any new uses in the PDA (such as, for instance, transit-oriented housing and/or commercial uses). W-Trans will work with the City and development team to craft a set of parking policies that both reflect the character of Rohnert Park and achieve MTC's goals of reducing parking demand within PDAs and station areas.

Because it is assumed that transformative changes to many of the existing residential and light industrial portions of the PDA are unlikely and that the majority of new development associated with the Plan will be focused at larger underutilized and vacant parcels, the parking demand component of the study will rely on projected future land use quantities and diversity /mix rather than a comprehensive survey of existing parking usage. The anticipated parking demand in the core PDA area will reflect the potential for increased development and the anticipated diversity of land uses. Sophisticated methodologies that analyze parking demand among diverse uses will be applied where

appropriate, with time-of-day parking demand profiles determined for both weekdays and weekends, with and without the use of shared parking. Parking demand will be determined for both residential and non-residential uses.

Based on the parking demand analysis, understanding of the vision encapsulated by the Preferred Plan, and past parking research overseen by the Metropolitan Transportation Commission, our team will work with the City to determine an appropriate set of parking policies and parking management strategies to be included in the Master Plan. The feasibility of establishing parking management techniques such as allowing the “unbundling” of parking from residential uses will be assessed.

Task 5.6: Infrastructure and Community Services

BKF will obtain, organize, and review available existing base maps (sanitary sewer, water, storm drainage, and joint utility trench) and any capacity studies provided by the City of Rohnert Park, City of Santa Rosa as related to the Sub-Regional Treatment Plant, Sonoma County Water Agency, Pacific Gas and Electric, Federal Emergency Management Association (FEMA) maps and other utility providers. Based on this information, BKF will perform an on-site review of the existing conditions and identify visually observable opportunities and challenges posed by the conditions. Information obtained during this review will be shared through an initial analysis of critical conditions.

BKF will compile a series of exhibits and background data that will illustrate the locations of the infrastructure within and serving the Priority Development Area. BKF will perform on site review of existing conditions and identify visually observable opportunities and challenges posed by the conditions. Information obtained during this review will be shared with the team for consideration and inclusion with the initial analysis of critical conditions.

Through technical memoranda BKF and AECOM will:

- Describe the capacity of existing infrastructure and community services, serving the Priority Development Area;
- Develop an assessment of existing conditions that identifies the major utility infrastructure services that serves the Priority Development Area, their suitability for reuse, and their physical constraints for alternative development;
- Determine additional community services and infrastructure improvements needed to support the PDA, including parks, schools, fire, and police.
- Identify opportunities for resource conserving technologies and measures to future infrastructure improvements and infrastructure associated with development projects, referencing SB375, CalGreen, and other guidelines that can provide a basis for expediting project approval.

An Infrastructure and Community Service Strategy Memo will outline the recommendations for the PDA.

Task 5.7: Real Estate Market Considerations

Once the Preferred Alternative is identified, BAE will review the development program, scan real estate market conditions and trends within the PDA and the larger surrounding market area, and develop an assessment of the economic challenges to creating the desired development pattern. This work will include:

- Reviewing projected citywide population and employment growth rates
- Collecting information on local residential, retail, and office real estate market conditions
- Reviewing local planning documents and planning department records on approved, planned and proposed development projects

- Assessing the potential competitiveness of the Priority Development Area in capturing sufficient demand to support a reasonable build-out time-frame for the Preferred Alternative
- Evaluating the extent to which there may be challenges to financial feasibility, given available information about required infrastructure upgrade costs, development costs associated with targeted density of development, or other factors

Based on the findings from the work above, our team will develop a set of recommended short- and medium-term strategies that the City and other PDA development stakeholders can take to overcome the identified challenges. These recommendations will be based on readily available report, data, stakeholder interviews, and other documents that provide information on local market conditions. No original research is proposed.

Task 5.8: Affordable Housing and Anti-Displacement

BAE will start this task with a windshield survey of the PDA study area to identify non-subsidized housing and retail / services and community facilities that are likely to serve lower-income residents. BAE will compile and review demographic data for the Census Tracts or Block Groups that approximate the PDA, to further evaluate the potential presence of lower-income households within the PDA. Then, based on a review of the Preferred Alternative and estimates of the net increase in housing units within the PDA, factoring in replacement of existing housing units, BAE will develop an overall target for affordable housing development, considering potential displacement of existing housing for lower-income households, as well as the increase demand for new affordable housing that could be expected as the PDA builds out according to the Preferred Alternative.

BAE will then, provide a very general assessment of the financial feasibility of constructing affordable housing sufficient to meet the target, as well as a set of recommended strategies to meet this target. The team will also consider strategies and zoning or policy changes to

help maintain neighborhood affordability, avoid displacement of existing residents, businesses, and services.

Task 5.9: Implementation Plan and Financing Strategy

The AECOM team will prepare a capital improvement financing and implementation strategy that identifies available funding sources, timeline and phasing of necessary infrastructure and improvements, and, if necessary, recommended additional funding sources or mechanisms to be used to pay for planned public improvements within the PDA. These could include recommendations for the timing of new public facilities, formation of local districts, and/or creation of a local development fee program. We will also identify state/ federal resources eligible to the project area that could finance public improvements identified in the Master Plan.

As part of this task, BKF will prepare utility demand forecasts and water and wastewater calculations for the PDA, based on the land plan (single alternative) for the Master Plan. Based on the demand, BKF will make recommendations to improve utility systems or identify future studies that may be needed to model, analyze, evaluate, and determine impacts to the systems. As an optional task, BKF may meet with the City/Team to review reports and gather comments if requested on a time and materials basis.

Task 5 Actions and Deliverables:

- Our team will prepare memorandums in the following areas to inform the development of the Specific Plan. These memos will be provided in electronic pdf format.
 - Land Use and Zoning Strategy
 - Urban Design Strategy
 - Station and Connectivity Strategy
 - Accessibility Plan
 - Parking Policy and Management Strategy

- Infrastructure and Community Services Strategy
- Real Estate Market Strategy
- Affordable Housing and Anti-Displacement Strategy
- Implementation Plan and Financing Strategy

Task 6: Master Plan Development

Task 6.1: First Administrative Draft Master Plan

The Master Plan will consist of goals, policies, implementation measures, and design guidelines to ensure the vision for the PDA will be implemented, while minimizing the potential for adverse environmental impacts. Our team will compile the information and recommendations from previous tasks and work with the City in the development of the Master Plan, as described below. The Master Plan is likely to contain the following parts:

- Introduction and Site Context.
- Vision and Summary of the Plan.
- Land Use and Zoning Standards, identifying major land use strategies and revised land use and zoning designations and defining the terms for the location of affordable housing units in the PDA, consistent with the City's affordable housing policy and State Code.
- Development Standards and Urban Design Strategies will address FAR, height, setback, bulk and massing; site, building, and landscape design strategies; parking standards; and opportunities for resource conservation. Urban Design strategies will illustrate and define the urban design concepts for the site, including relationship and linkages to surrounding land uses and areas, community connections, conceptual station area development strategies, and transportation and landscape features envisioned for the site.
- Transportation, Circulation, and Parking, identifying site access, travel modes, and parking to ensure the safe and efficient

circulation of vehicles, transit, bicycle, pedestrians, and emergency vehicles through the project area. W-Trans will assist in developing a circulation network for the Master Plan that serves all modes of travel and ensures consistency with the City's General Plan. The plan will establish strong pedestrian linkages to transit from the surrounding PDA, and an automobile network that promotes smooth and efficient traffic flow with the least number of travel lanes to maintain a safe and walkable center.

- Resource Management, identifying the characteristics and natural resources on-site that may need to be preserved or mitigated and identifying opportunities or strategies for resource conservation into development projects and public infrastructure investments that can be incentivized locally and / or funded by regional, state, or federal agencies.
- Infrastructure and Community Services, describing and addressing the provision of infrastructure (roads, sewer, stormwater treatment, water, etc.) and services and opportunities for resource conservation to serve development of the Preferred Alternative within the PDA. BKF will review the Administrative Draft Master Plan for consistency with information developed in the Strategy Memos.
- Implementation and Administration, describing the steps required to implement and administer the plan including financing mechanisms, phasing recommendations, steps required for plan adoption, and amendment (if necessary).

Task 6.2: Second Administrative Draft Master Plan

Based on comments from the Project Team and ABAG, our team will refine the Administrative Draft Specific Plan, and produce a Second Administrative Draft Master Plan for review.

Task 6.3: Public Draft Master Plan

Following any comments or revisions from the Project Team and ABAG, we will prepare a Public Draft Master Plan for distribution in print and

electronic format to the public. This document shall be considered a final document. Our team will document public comments received on the Draft Master Plan.

Task 6 Actions and Deliverables:

- First Administrative Draft Master Plan for review by the Project Team, including the City, ABAG, and technical project advisors in electronic pdf format.
- Second Administrative Draft Master Plan for review by the Project Team, including the City, ABAG, and technical project advisors in electronic pdf format.
- Public Draft Master Plan and a digital copy in pdf format that can be easily reproduced.
- Record of public meetings and comments on the Draft Plan.

Task 7: Program-Level Environmental Impact Report

AECOM will prepare a program-level CEQA document pursuant to CEQA Guidelines Section 15168 for the Master Plan, ensuring integration and consistency between the Plan and the CEQA evaluation. In order to provide the most efficient and cost-effective approach, we will review and make extensive use of existing technical analysis, CEQA documentation, Rohnert Park's Greenhouse Gas Emissions Reduction Plan, and other relevant documentation, incorporating relevant setting and impact analysis by reference (pursuant to CEQA Guidelines Section 15150). AECOM will discuss with the City other strategies to streamline this environmental review through tiering (CEQA Guidelines Section 15152), SB 375 streamlining, and other avenues and will advise the City on how best to prepare the Master Plan EIR to optimize streamlining potential for subsequent projects consistent with the Master Plan.

Task 7.1: Define Project, Review Data, Determine Existing Conditions, and Determine CEQA Strategy

The City has requested a kickoff meeting consisting of the Consultant, City staff, and ABAG to discuss any data needs, and identify the preferred report format. This subtask also includes development of a final schedule for the EIR to be approved by the City and integration of the technical work that will support the preparation of the EIR with the technical and planning work to support preparation of the Master Plan.

We also recommend confirmation of the CEQA strategy with the City and ABAG, including:

- Methods by which we will determine whether specific CEQA topics can be excluded from consideration;
- CEQA thresholds consistent with the City's General Plan and EIR, CEQA Guidelines Section 15064; and guidance from BAAQMD, San Francisco Bay Regional Water Quality Control Board, and other regional agencies;
- Consultation with Caltrans, representatives from Sonoma-Marin Area Rail Transit (SMART), and regulatory agencies that would have a stake in the Master Plan process and / or permitting authority; and
- The extent to which the Master Plan EIR can rely on existing conditions information, impact analysis, and significance conclusions from other CEQA documents for projects and plans that are relevant to the Master Plan area (Rohnert Park 2000 General Plan, SMART project documents, Highway 101 / Wilfred Avenue interchange, other specific plan EIRs, etc.).

AECOM will work with the City to verify the characteristics of the Master Plan area, create assumptions on which to base a project description and CEQA alternatives, and identify discretionary local, regional, state, and federal approvals required for development to proceed within the Master Plan area. AECOM will compile information related to the environmental setting to serve dual purposes: to guide development of the Master Plan and to document existing conditions for the purposes of the CEQA documentation. The scope of work accounts for two

iterations of alternatives development (initial and revised) during preparation of the Administrative Draft EIR as technical studies are completed and more information becomes available regarding potential environmental impacts and feasible mitigation measures.

Task 7.2: Prepare Notice of Preparation and Initial Study and

Conduct Scoping Meeting

AECOM will prepare one draft and one revised Notice of Preparation (NOP) that incorporates an Initial Study, in accordance with Section 15082 of the CEQA Guidelines. The NOP will describe where documents are available for review, where written comments on the scope of the EIR may be sent, and the deadline for submitting comments. We will hand deliver to the State Clearinghouse and distribute the NOP and Initial Study to the parties included on the City's distribution list. We will assist the City in identifying other agencies that should receive the NOP and Initial Study that are not on the City's distribution list and would not receive notification through the State Clearinghouse.

The Initial Study will focus the EIR on those topics that have the potential to adversely affect the environment. We will also use the Initial Study to focus the environmental analysis in the EIR on impacts of the Master Plan that were not analyzed in previously certified EIRs and that would not be substantially mitigated by uniformly applied development policies or standards. Our budget assumes that some impacts can be excluded, or the extent of impact analysis limited, based on the results of the Initial Study and reliance of previously certified EIRs (as noted above). We anticipate that EIR topics will include traffic, land use, visual quality, cultural resources, air quality, greenhouse gas emissions, noise, hazards, and utilities. We will review relevant CEQA and planning documents to identify uniformly applied development policies and standards that would substantially mitigate environmental effects attributable to the Master Plan to take advantage of the streamlining strategy described in CEQA Guidelines Section 15183(f). Such "uniformly applied development policies and standards" may take several forms, including General Plan programs, General Plan EIR

mitigation measures that have been adopted as some type of standard project conditions, permit requirements and conditions, code requirements, and others. We will recommend significance thresholds applicable in the Master Plan area that the City can use to incentivize infill development. Among these thresholds will be multimodal level-of-service, noise, and visual resources.

AECOM will also prepare for, and facilitate an EIR scoping meeting designed to gather input from agencies, stakeholders, and the public regarding the scope of the Programmatic EIR. We will prepare one draft and one revised presentation and handout outlining key questions relevant to the Master Plan EIR to guide input. AECOM will summarize comments offered at the scoping meetings, review meeting and NOP responses, and identify any comments that would suggest a revised approach in the Program EIR.

Task 7.3: Prepare Administrative Draft EIR

AECOM will summarize the Master Plan as it may relate to environmental effects to create one draft and one final project description that will also be used for the EIR. The project description will include project objectives, which will be critical for identifying EIR alternatives and ultimately supporting CEQA findings. We will collaborate with the City to develop project objectives to include as a part of the project description.

AECOM will prepare one administrative draft and one screencheck draft Program EIR to address reasonably foreseeable impacts associated with implementation of the Master Plan, pursuant to CEQA statutes and the CEQA Guidelines. With each draft, we will respond to one set of internally consistent comments.

As noted above, we assume that the Programmatic EIR will focus on traffic, visual quality, cultural resources, air quality, greenhouse gas emissions, noise, hazards, and utilities, as well as mandatory CEQA topics, such as alternatives, cumulative and growth-inducing effects, significant and unavoidable impacts. It is possible that some of these

topics could be fully addressed as a part of the Initial Study or that other topics would need to be included in the EIR. We will maintain close communication during the Initial Study and EIR process and bring forward for discussion any topics that relate to the scope of analysis for the Programmatic EIR. Based on the nature of the Master Plan and the Programmatic EIR, we do not propose detailed modeling or other quantitative assessments other than those prepared to analyze impacts related to criteria air pollutants, greenhouse gas emissions, traffic, and noise. We do not propose a Health Risk Assessment or Phase I Environmental Site Assessment, although AECOM has in-house expertise in each of these areas, which can easily be added to our work program, in consultation with City staff. We assume conceptual analysis of up to three alternatives, including the no project alternative, as a part of the Program EIR.

The administrative draft EIR will also include:

- A complete description of the project area setting in sufficient detail relevant to the CEQA topics to be addressed in the document as the basis for analyzing project impacts. We anticipate that most of settings information will be derived from the technical memos prepared in Task 5.
- Proposed Thresholds of Significance (to be listed prior to the impact discussion for each CEQA topic).
- Documentation of significant and less-than-significant environmental impacts and rationale for each impact conclusion. AECOM will propose mitigation measures for significant impacts and the extent to which those impacts can be reduced to less than significant after mitigation. The extent of the discussion of impacts shall reflect the severity of the impacts and their likelihood of occurrence. AECOM will also explain the rationale for our conclusions regarding impacts that can be reduced but not fully mitigated to a less-than-significant level. In a separate section of the EIR, AECOM will document the incremental effects of the project and any impacts that are cumulatively considerable with respect to other known, relevant projects and plans.

- Individually numbered impact statements and mitigation measure (described after each impact statement) for ease of reference and mitigation-monitoring. AECOM will format the mitigation measures to allow for ease of inclusion in a development agreement as conditions of approval. When more than one feasible measure is available that mitigates an impact to less than significant, AECOM will describe the conditions under which each measure might be appropriate.

Task 7.4: Prepare Draft EIR, Notice of Completion, and Notice of Availability

Following acceptance by the City of the Screencheck Draft EIR, AECOM will prepare the Draft EIR for public release. We will also prepare one draft and one revised Notice of Completion (NOC) pursuant to CEQA Guidelines Section 15085 and hand-deliver the NOC with an Executive Summary of the Draft EIR to the State Clearinghouse to initiate the public review period. We assume that the City will distribute to other interested parties. We will prepare one draft and one revised Notice of Availability (NOA) pursuant to CEQA Guidelines Section and Section 15087 for the City to post at the County Clerk's office and in the newspaper of record. AECOM assumes that the City will pay any fees associated with such posting. AECOM will attend one Planning Commission and one City Council hearing to discuss the adequacy of the draft Program EIR for addressing impacts attributable to implementation of the Master Plan.

Task 7.5: Prepare Final EIR, Mitigation and Monitoring Program, and Notice of Determination

AECOM will review written comments on the draft EIR and verbal comments from the public hearing. We will compile and number comments keyed to the list of comments for ease of reference. We will review comments and recommend any changes to the EIR to reflect what we assume would be only editorial revisions. We will prepare a response to each comment related to the adequacy of the EIR for addressing adverse physical environmental effects of implementation of

the Master Plan. We assume a total of 80 hours of staff time for response to comments based on programmatic nature of the EIR. AECOM will meet with City staff, if necessary, to discuss the approach to response to comments and whether additional time will be needed, based on the volume and complexity of comments. We will also advise the City on the potential to respond to multiple, similar comments on a specific part of the EIR through Master Responses. AECOM will organize response pages to immediately follow comment pages to facilitate use of the document.

AECOM will prepare one administrative draft and one revised Final EIR that includes an introductory chapter, enumerated comment letters and public hearing transcript comments on the draft EIR, responses to comments on the draft EIR, a summary listing of any necessary text revisions to the draft EIR, CEQA findings, Statements of Overriding Considerations, and a Mitigation Monitoring and Reporting Program. We will prepare one draft and one final Notice of Determination (NOD) and hand deliver to the State Clearinghouse. We assume the City will provide the NOC to the County Clerk's office. We assume revisions for the Final EIR will not require new analysis or reorganization of impact analysis chapters. With each draft deliverable, we assume one set of internally consistent comments.

AECOM will attend one Planning Commission and one City Council hearing where certification of the Program EIR will be considered and provide a summary presentation of the CEQA process, key environmental issues and mitigation strategies, and revisions embodied in the Final EIR. Following certification of the EIR and any project approval, AECOM will prepare a Notice of Determination (NOD) in accordance with CEQA Guidelines Section 15094 and forward to the State Clearinghouse if it is determined the project requires approval from any state agency. AECOM will also forward the NOD to the County Clerk for the required 30 day posting period which shall start a 35-day statute of limitations on court challenges to the project approval under CEQA. AECOM assumes the City will be responsible for any fees associated with filing documents with the County Clerk.

Task 7.6: EIR Meetings and Project Management

As noted above, AECOM will facilitate the NOP scoping meeting, attend the Draft EIR public hearing, and attend the Final EIR certification hearing. We will also attend up to four meetings with City staff during preparation of the Administrative Draft, Draft, and Final EIRs (which includes the kickoff meeting discussed and scoped in Task 1). Through our participation in the community outreach, focus group interviews, and other stakeholder processes (Task 3), we will also note comments related to potential environmental impacts and proposed mitigation measures and respond to any questions about the CEQA process and content of the EIR.

Task 7 Actions and Deliverables:

Please note we have allocated a printing allowance of \$2,200 for printing and reproduction costs and assume the printing and distribution of the Plan and EIR documents may be shared with the City if necessary. We encourage electronic distribution of documents and reproduction / distribution via CDs, whenever possible.

- Notices (one draft and one final) : 1) Notice of Preparation, 2) Notice of Completion, 3) Notice of Availability, and 4) Notice of Determination
- Administrative draft and Screencheck Draft EIR (6 copies and electronic version)
- Draft EIR (20 copies, 25 CDs, and electronic version; 15 copies and 15 CDs of Executive Summary)
- Administrative Final and Final EIR (including Response to Comments,
- Mitigation Monitoring and Reporting Program, CEQA Findings, and Statement of Overriding Considerations, if applicable) (20 copies of Administrative Final EIR; 25 copies and 25 CDs of Final EIR; and electronic version of all deliverables)

Task 8: Preparation for and Adoption of Final Master Plan and EIR Certification

Task 8.1: Preparation of Documents for Plan Adoption and Implementation

Our team will identify and draft necessary General Plan and Zoning Code amendments to allow implementation of the Master Plan and certification of the EIR.

Task 8.2: Planning Commission and City Council Adoption Hearing

AECOM's Project Manager and MNA's lead planner/designer will attend and support staff in presenting the Master Plan at public hearings to the Planning Commission and City Council to adopt the Plan. It is assumed the City will be responsible for preparing and distributing agendas and information packets, and noticing public hearings. AECOM will assist with supplying the materials to support the meeting presentation.

Additional requested Commission and Council meetings will be billed on a time and materials basis.

Task 8 Actions and Deliverables:

- The City will schedule, prepare, and distribute agendas and information packets, and notice public hearings.
- AECOM will support staff in preparing content for the staff report and presentations at these hearings. Additional requested meetings by our team can be billed on a time and material basis.

Task	Deliverables	Estimated Cost	Projected Completion Date (Assumes a start date in May 2013)
1	Task 1.1: Background Data Collection and Review	\$14,730	June 15, 2013
	Task 1.2: Base Map Preparation	\$11,620	June 15, 2013
	Task 1.3: Project Kick-off Meeting and Site Tour	\$4,750	May 10, 2013
	Task 1.4: Project Management and Coordination	\$12,150	February 28, 2015
2	Task 2.1: Priority Development Area Profile	\$11,120	July 15, 2013
3	Task 3.1: Community Involvement Plan	\$1,710	May 24, 2013
	Task 3.2: Project Communication Tools and Analysis	\$4,520	February 15, 2014
	Task 3.3: Technical Advisory Committee Team Meetings	\$9,000	July 15, 2014
	Task 3.4: Focus Group Interviews	\$5,340	June 31, 2013
	Task 3.5: Public Workshops	\$11,860	January 30, 2014
4	Task 4.1: Alternatives Development and Analysis	\$38,170	October 31, 2013
	Task 4.2: Preferred Alternative	\$9,900	February 15, 2014
5	Task 5.1: Land Use and Zoning	\$10,040	March 31, 2014
	Task 5.2: Urban Design	\$8,560	March 31, 2014
	Task 5.3: Circulation and Station Connectivity	\$16,855	March 31, 2014
	Task 5.4: Accessible Design	\$6,725	March 31, 2014
	Task 5.5: Parking Policy and Management	\$6,965	March 31, 2014
	Task 5.6: Infrastructure and Community Service	\$22,825	March 31, 2014
	Task 5.7: Real Estate Market Considerations	\$15,725	March 31, 2014
	Task 5.8: Affordable Housing and Anti-Displacement	\$10,725	March 31, 2014
	Task 5.9: Implementation Plan and Financing Strategy	\$10,125	March 31, 2014
6	Task 6.1: First Administrative Draft Master Plan	\$43,280	June 15, 2014
	Task 6.2: Second Administrative Draft Master Plan	\$15,565	July 31, 2014
	Task 6.3: Public Review Draft Master Plan	\$11,060	September 15, 2014
7	Task 7.1: Define Project and CEQA Strategy	\$1,980	August 31, 2013
	Task 7.2: NOP and Initial Study	\$17,335	April 31, 2014
	Task 7.3: Administrative + Screencheck Draft EIR	\$61,325	August 31, 2014
	Task 7.4: Draft EIR and NOC	\$11,110	September 15, 2014
	Task 7.5: Final EIR, MMRP, and NOD	\$18,550	February 28, 2015
	Task 7.6: EIR Meetings	Covered in Tasks 1,3,7,8	Covered in Tasks 1,3,7,8
8	Task 8.1: Prepare Documents for Plan Adoption and Implementation	\$6,740	February 31, 2015
	Task 8.2: Planning Commission and City Council Public Hearings	\$6,300	February 15, 2015
	Other Direct Costs	\$11,340	February 28, 2015
Totals		\$448,000	

EXHIBIT B

WORK TASK SCHEDULE
April 15, 2013

CITY OF ROHNERT PARK: PROPOSAL FOR CENTRAL ROHNERT PARK PDA MASTER PLAN AND ENVIRONMENTAL ANALYSIS

WORK TASK SCHEDULE

* Assumes a start date in May 2013

LEGEND:

D = Deliverable

FI = Focus Group Interviews
M = Staff Meeting / TAG Meetings
PW = Public Workshop
W = Planning Commission / City Council Workshops
PH = Public Hearing

	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB
TASK 1: PROJECT INITIATION																						
Task 1.1: Background Data Collection and Review																						
Task 1.2: Base Map Preparation																						
Task 1.3: Project Kick-off Meeting and Site Tour																						
Task 1.4: Project Management and Coordination																						
TASK 2: PROJECT DEVELOPMENT AREA PROFILE																						
Task 2.1: Priority Development Area Profile																						
TASK 3: COMMUNITY INVOLVEMENT																						
Task 3.1: Community Involvement Plan																						
Task 3.2: Project Communication Tools and Analysis																						
Task 3.3: Technical Advisory Committee Meetings																						
Task 3.4: Focus Group Interviews																						
Task 3.5: Public Workshops																						
TASK 4: VISION AND ALTERNATIVES																						
Task 4.1: Alternatives Development and Analysis																						
Task 4.2: Preferred Alternative																						
TASK 5: STRATEGY MEMOS																						
Task 5.1: Land Use and Zoning																						
Task 5.2: Urban Design																						
Task 5.3: Circulation and Station Connectivity																						
Task 5.4: Accessible Design																						
Task 5.5: Parking Policy and Management																						
Task 5.6: Infrastructure and Community Service																						
Task 5.7: Real Estate Market Considerations																						
Task 5.8: Affordable Housing and Anti-Displacement																						
Task 5.9: Implementation Plan and Financing Strategy																						
TASK 6: MASTER PLAN DEVELOPMENT																						
Task 6.1: First Administrative Draft Master Plan																						
Task 6.2: Second Administrative Draft Master Plan																						
Task 6.3: Public Review Draft Master Plan																						
TASK 7: PROGRAM LEVEL EIR																						
Task 7.1: Online Project and CEQA Strategy																						
Task 7.2: NOP and Initial Study																						
Task 7.3: Administrative + Screencheck Draft EIR																						
Task 7.4: Draft EIR and NOD																						
Task 7.5: Final EIR, MARP, and NOD																						
Task 7.6: EIR Meetings (Covered in Tasks 1, 3, 7, and 8)																						
TASK 8: PROGRAM LEVEL EIR																						
Task 8.1: Prepare Document for Plan Adoption and Implementation																						
Task 8.2: Planning Council and City Commission Public Hearings																						

EXHIBIT C

INSURANCE REQUIREMENTS for Consultant Services Agreement Re: Professional Planning Services for Central Rohnert Park Priority Development Area Plan / Environmental Analysis

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 \$2,000,000 (Two 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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/22/2013

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 Marsh Risk & Insurance Services CA License #0437153 777 South Figueroa Street Los Angeles, CA 90017 Attn: Laoffice Certrequest@marsh.com 06510 -03/90-CAS/R-12-13 Sacram CA YAbell 0417 NOC		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A : Zurich American Insurance Company INSURER B : INSURER C : Illinois Union Insurance Co INSURER D : N/A INSURER E : INSURER F : NAIC # 16535 27960 N/A	
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COVERAGES**CERTIFICATE NUMBER:**

LOS-001550014-04

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			GLO 5965891 04	04/01/2012	04/01/2013	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BAP 5965893 04	04/01/2012	04/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	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						WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
C	ARCHITECTS & ENG. PROF. LIAB. RETRO DATE 3/23/90			EON G21654693 *****CLAIMS MADE*****	10/08/2011	04/01/2013	Per Claim/Agg 2,000,000 Defense Included

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

RE: AECOM # 04183444.0038 Client Reference No: Professional Planning Services to Prepare a Priority Development Area Plan / Environmental Analysis for Central Rohnert Park (SEE ADDITIONAL PAGE TEXT)

CERTIFICATE HOLDER**CANCELLATION**

City of Rohnert Park 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 of Marsh Risk & Insurance Services David Denihan <i>DA Denihan</i>
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AGENCY CUSTOMER ID: 06510

LOC #: Los Angeles

**ADDITIONAL REMARKS SCHEDULE**

Page 2 of 2

AGENCY Marsh Risk & Insurance Services		NAMED INSURED AECOM Technical Services, Inc. 2020 L Street, Suite 400 Sacramento, CA 95811
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

CITY OF ROHNERT PARK, ITS OFFICERS, ELECTED OFFICIALS, EMPLOYEES, AGENTS, AND VOLUNTEERS ARE NAMED AS ADDITIONAL INSURED FOR GL & AL COVERAGES, BUT ONLY AS RESPECTS WORK PERFORMED BY OR ON BEHALF OF THE NAMED INSURED. SEVERABILITY OF INTEREST/CROSS LIABILITY WORDING IS INCLUDED FOR GL & AL COVERAGES. IF THE INSURER FOR THE GENERAL LIABILITY OR AUTOMOBILE LIABILITY POLICY CANCELS ITS POLICY FOR ANY REASON OTHER THAN FOR NON-PAYMENT OF PREMIUM, THE INSURER WILL PROVIDE 30 DAYS NOTICE OF CANCELLATION TO THOSE CERTIFICATE HOLDERS THAT REQUIRE IT BY WRITTEN CONTRACT. SUCH INSURANCE AFFORDED SHALL BE PRIMARY INSURANCE AND ANY INSURANCE CARRIED BY CERTIFICATE HOLDER & ADDITIONAL INSURED NOT CONTRIBUTORY INSURANCE FOR GENERAL LIABILITY AND AUTO LIABILITY COVERAGE.

POLICY NUMBER: BAP 5965893 04

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 4/1/12	Countersigned By: (Authorized Representative)
Named Insured: AECOM Technical Services, Inc.	

SCHEDULE

Name of Person(s) or Organization(s): CITYOF ROHNERT PARK 130 AVRAM AVE. ROHNERT PARK, CA 94928
ITS OFFICERS, ELECTED OFFICIALS, EMPLOYEES, AGENTS, AND VOLUNTEERS
RE: AECOM # 04183444.0038 Client Reference No: Professional Planning Services to Prepare a Priority Development Area Plan / Environmental Analysis for Central Rohnert Park

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
CITY OF ROHNERT PARK 130 AVRAM AVE. ROHNERT PARK, CA 94928 ITS OFFICERS, ELECTED OFFICIALS, EMPLOYEES, AGENTS, AND VOLUNTEERS RE: AECOM # 04183444.0038 Client Reference No: Professional Planning Services to Prepare a Priority Development Area Plan / Environmental Analysis for Central Rohnert Park
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole

or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.



CERTIFICATE OF LIABILITY INSURANCE

4/1/2014

DATE (MM/DD/YYYY)

3/22/2013

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 Lockton Insurance Brokers, LLC 19800 MacArthur Blvd., Suite 1250 CA License #0F15767 Irvine 92612 949-252-4400	CONTACT NAME:	FAX (A/C, No):	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS:	
INSURED 1075642 AECOM Technology Corporation AECOM Technical Services, Inc. 2020 L St., Ste. 400 Sacramento CA 95811	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Travelers Property Casualty Co of America		25674
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			


COVERAGES AECTE01 **CERTIFICATE NUMBER:** 12267506 **REVISION NUMBER:** XXXXXXXX

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COM/PO/ AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
A A A	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 checked="" type="checkbox"/> N	Y N/A	TRJUB-4245B231-13 (MA, WI) TC2JUB-4245B22A-13 (All Other States)	4/1/2013 4/1/2013	4/1/2014 4/1/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Notice of Cancellation applies per attached endorsement. AECOM # 04183444.0038; Client Reference No: Professional Planning Services to Prepare a Priority Development Area Plan / Environmental Analysis for Central Rohnert Park. Waiver of Subrogation applies per attached endorsement(s) or policy language.

CERTIFICATE HOLDER**CANCELLATION** See Attachments

12267506 City of Rohnert Park 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 

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY ENDORSEMENT WC 99 06 11 (A)

POLICY NUMBER: TRJUB-4245B231-13
TC2JUB-4245B22A-13

NOTICE OF CANCELLATION

Except for non-payment of premium by you, we agree that no cancellation or limitation of this policy shall become effective until the number of days written notice specified in item 2 of the Schedule has been mailed to you and to the person or organization designated in item 1 of the Schedule at the address indicated.

SCHEDULE

1. **Name:** Any person or organization to whom you have agreed in a written contract that notice of cancellation or material limitations of this policy will be given but only if:

1. You send us a written request to provide such notice, including the name and address of such person or organization, after the first Named Insured receives notice from us of the cancellation or material limitation of this policy; and

2. We receive such written request at least 14 days before the beginning of the applicable number of days shown in this Schedule.

Address: The address for that person or organization included in such written request from you to us

2. **Number of Days Written Notice:** 30 Additional Days

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

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 4/1/2013 Policy No. TRJUB-4245B231-13 Endorsement No.
TC2JUB-4245B22A-13

Insured AECOM Technology Corporation AECOM Technical Premium \$
Services, Inc.
Insurance Company Travelers Property Casualty Co of America

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 99 03 76 (00)

POLICY NUMBER: TC2JUB-4245B22A-13

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT - CALIFORNIA
(BLANKET WAIVER)

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.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

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

Job Description

BUSINESS AUTO COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V -- Definitions.

SECTION I -- COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-Fault	Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Nonowned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.

19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.
----	--	---

B. Owned Autos You Acquire After The Policy Begins

1. If Symbols 1, 2, 3, 4, 5, 6 or 19 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol 7 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss"; or
 - e. Destruction.

SECTION II – LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

- (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
- (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
- (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
- (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All costs taxed against the "insured" in any "suit" against the "insured" we defend.
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

b. Out-Of-State Coverage Extensions

While a covered "auto" is away from the state where it is licensed we will:

- (1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
 - (1) Employment by the "insured"; or

- (2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. Operations

"Bodily injury" or "property damage" arising out of the operation of:

- a. Any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment"; or
- b. Machinery or equipment that is on, attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed.
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
- (1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";

(2) Otherwise in the course of transit by or on behalf of the "insured"; or

(3) Being stored, disposed of, treated or processed in or upon the covered "auto";

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

(1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

(2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

"Bodily injury" or "property damage" arising directly or indirectly out of:

a. War, including undeclared or civil war;

b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined, resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage Endorsement, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

SECTION III – PHYSICAL DAMAGE COVERAGE

A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:

a. Comprehensive Coverage

From any cause except:

(1) The covered "auto's" collision with another object; or

(2) The covered "auto's" overturn.

b. Specified Causes Of Loss Coverage

Caused by:

(1) Fire, lightning or explosion;

(2) Theft;

(3) Windstorm, hail or earthquake;

(4) Flood;

(5) Mischief or vandalism; or

(6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

c. Collision Coverage

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

2. Towing

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$20 per day to a maximum of \$600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War Or Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.

3. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:

- a. Wear and tear, freezing, mechanical or electrical breakdown.
- b. Blowouts, punctures or other road damage to tires.

4. We will not pay for "loss" to any of the following:

- a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

- b. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.
- c. Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.
- d. Any accessories used with the electronic equipment described in Paragraph c. above.

Exclusions 4.c. and 4.d. do not apply to:

- a. Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
 - b. Any other electronic equipment that is:
 - (1) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
 - (2) An integral part of the same unit housing any sound reproducing equipment described in Paragraph a. above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.
5. We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. Limit Of Insurance

- 1. The most we will pay for "loss" in any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
- 2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

- 3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

SECTION IV – BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

- b. Additionally, you and any other involved "insured" must:

- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.

- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
 - (4) Authorize us to obtain medical records or other pertinent information.
 - (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.
- c. If there is "loss" to a covered "auto" or its equipment you must also do the following:
- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
 - (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
 - (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
 - (4) Agree to examinations under oath at our request and give us a signed statement of your answers.
- 3. Legal Action Against Us**
- No one may bring a legal action against us under this Coverage Form until:
- a. There has been full compliance with all the terms of this Coverage Form; and
 - b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.
- 4. Loss Payment – Physical Damage Coverages**
- At our option we may:
- a. Pay for, repair or replace damaged or stolen property;
 - b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or

- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailees – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own.
- (2) Primary while it is connected to a covered "auto" you own.

- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".

- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- a. The United States of America;
- b. The territories and possessions of the United States of America;
- c. Puerto Rico;
- d. Canada; and
- e. Anywhere in the world if:

- (1) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
- (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

SECTION V – DEFINITIONS

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means:
1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or

2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.
- D. "Covered pollution cost or expense" means any cost or expense arising out of:
 1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured";
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph 6.b. or 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

- E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
- H. "Insured contract" means:
 1. A lease of premises;
 2. A sidetrack agreement;
 3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing; or
 - b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
 - c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- J. "Loss" means direct and accidental loss or damage.
- K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 2. Vehicles maintained for use solely on or next to premises you own or rent;

3. Vehicles that travel on crawler treads;
4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers.
5. Vehicles not described in Paragraph 1., 2., 3., or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers.
6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;
 - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, re-conditioned or reclaimed.
- M. "Property damage" means damage to or loss of use of tangible property.

N. "Suit" means a civil proceeding in which:

1. Damages because of "bodily injury" or "property damage"; or
2. A "covered pollution cost or expense", to which this Insurance applies, are alleged.

"Suit" includes:

- a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or

- b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.

O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

P. "Trailer" includes semitrailer.

EXHIBIT D

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM COMPLIANCE

Exhibit 10-01: Local Agency Consultant DBE Commitment

Exhibit 10-02: Local Agency Consultant DBE Information

Exhibit 15-H: DBE Information - Good Faith Efforts

(Inclusive of all DBEs at time of proposal)

Consultant to Complete this Section

Distribution: (1) Original – Submit with Award Package

EXHIBIT 10-O2: LOCAL AGENCY CONSULTANT DBE INFORMATION

(Inclusive of all DBEs listed at bid proposal)

NOTE: Please refer to instructions on the reverse side of this form.

Consultant to Complete this Section			
1. Local Agency Name: <u>City of Rohnert Park</u>			
2. Project Location: <u>Rohnert Park, CA</u>			
3. Project Description: <u>Professional Planning Services to Prepare a Priority Development Area Plan/Environmental Analysis</u>			
4. Total Contract Award Amount: \$ _____			
5. Consultant Name: <u>AECOM Technical Services, Inc.</u>			
6. Contract DBE Goal %: <u>13.5</u>			
7. Total Dollar Amount for all Subcontractors: \$ <u>263,760</u>			
8. Total Number of all Subcontractors: <u>4</u>			
Award DBE Information			
9. Description of Services to be Provided	10. DBE Firm Contact Information	11. DBE Cert. Number	12. DBE Dollar Amount
Market Analysis, Affordable Housing, and Displacement	1285 66th Street Emeryville, CA 94608 510.547.9380	14806	\$25,000
Traffic and Transportation	490 Mendocino Avenue, Suite 201 Santa Rosa, CA 95401 707.542.9500	26209	\$61,360
Local Agency to Complete this Section		13. Total Dollars Claimed	14. Total % Claimed
20. Local Agency Contract Number: _____		\$ <u>86,360</u>	<u>17</u> %
21. Federal-aid Project Number: _____		<div style="border: 1px solid black; height: 100px; margin-bottom: 10px;"></div> <div style="border: 1px solid black; padding: 5px;"> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> 23. Local Agency Representative Name (Print) 24. Local Agency Representative Signature 26. Local Agency Representative Title </div> <div style="width: 45%;"> 25. Date 27. (Area Code) Tel. No. </div> </div> </div>	
22. Contract Execution Date: _____			
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:			
<div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> 28. DLAE Name (Print) 29. DLAE Signature 30. Date </div>			
Caltrans to Complete this Section		11. Preparer's Signature 	
Caltrans District Local Assistance Engineer (DLAE) certifies that this form has been reviewed for completeness:		12. Preparer's Name (Print) <u>Jeff Goldman</u>	
		13. Preparer's Title <u>Principal</u>	
		14. Date 15. (Area Code) Tel. No. <u>1/30/2013</u> <u>916.414.5800</u>	

Distribution: (1) Copy – Email a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract award. Failure to send a copy to the DLAE within 30 days of contract award may result in delay of payment.
(2) Copy – Include in award package sent to Caltrans DLAE (3) Original – Local agency files

EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS**DBE INFORMATION - GOOD FAITH EFFORTS**

Federal-aid Project No. _____ Bid Opening Date _____

The _____ City of Rohnert Park _____ established a Disadvantaged Business Enterprise (DBE) goal of _____ 13.5 % for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the "Local Agency Bidder DBE Commitment" form indicates that the bidder has met the DBE goal. This will protect the bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the "Local Agency Bidder DBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement
N/A – email solicitation from qualified firms	

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates
Rinsler Consulting	1/28/13	N/A
Encina Advisors	1/24/13	NA
Transportation & Energy Solutions	1/24/13	N/A

- C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract
Economic Analysis	Y		\$25,000	5%
Transportation and Traffic	Y		\$60,000	12%

- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Rinsler Consulting, 5350 Bryant Avenue, Oakland, CA 94618, 510-409-2398
/ Not Available

Encina Advisers, 3301 Canoe Pl, Davis, CA 95616, 310-709-2076
/ Not Available

Transportation & Energy Solutions, 5475 Brentwood Place, Yorba Linda, CA 92887,
714-685-0001 / No local area experience

Names, addresses and phone numbers of firms selected for the work above:

Bay Area Economics, 1285 66th Street, Emeryville, CA 94608, 510.547.9380

W-Trans, 490 Mendocino Avenue, Suite 201, Santa Rosa, CA 95401, 707.542.9500

- E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

Not applicable

- F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

Not applicable _____

- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results
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Not Applicable

- H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

See following emails _____

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

Joy, Megan

From: McBrayer, Ryan
Sent: Thursday, January 24, 2013 6:30 PM
To: Joy, Megan
Subject: FW: Rohnert Park RFP - Services to Prepare a Priority Development Area Plan / Analysis (economic analysis)

Here's another

From: Justin Adams [<mailto:justin@encinaadvisors.com>]
Sent: Thursday, January 24, 2013 3:45 PM
To: McBrayer, Ryan
Subject: Re: Rohnert Park RFP - Services to Prepare a Priority Development Area Plan / Analysis (economic analysis)

Hi Ryan,

Thanks for your note. No, I haven't been approached by another team but I also do not have experience providing economic impact analysis around Rohnert Park. Plus I'm tied up on a project for the next few months.

Please keep me in mind for future engagements.

Best,
Justin

Sent from my iPhone

On Jan 24, 2013, at 4:05 PM, "McBrayer, Ryan" <Ryan.McBrayer@aecom.com> wrote:

Good afternoon –

We are submitting on the above proposal and wanted to know if your firm had experience providing economic analysis in or around the Rohnert Park area.

This is a short burn, the proposal is due January 31st.

Please let me know if you have any economic analysis experience in the area and if you have already discussed teaming with other firms.

Ryan McBrayer
Marketing Coordinator
Design + Planning
D +1 415.955.2953
Ryan.McBrayer@aecom.com

AECOM
300 California St. Suite 400
San Francisco, CA 94104 USA
415.796.8100 tel
415.796.8200 fax

Joy, Megan

From: McBrayer, Ryan
Sent: Tuesday, January 29, 2013 8:06 AM
To: Joy, Megan
Subject: Fwd: Rohnert Park RFP - Services to Prepare a Priority Development Area Plan / Analysis (transportation analysis)

One more.

Begin forwarded message:

From: Danielle Rinsler <danielle@rinsler-consulting.com>
Date: January 29, 2013, 5:38:34 AM PST
To: "McBrayer, Ryan" <Ryan.McBrayer@aecom.com>
Subject: Re: Rohnert Park RFP - Services to Prepare a Priority Development Area Plan / Analysis (transportation analysis)

Ryan,

Thank you for thinking of me. I do not have experience in Rohnert Park, and am currently in a full-time role.

All the best on the proposal.

Regards,
Danielle

Sent from my iPhone

On Jan 28, 2013, at 12:43 PM, "McBrayer, Ryan" <Ryan.McBrayer@aecom.com> wrote:

Good afternoon –

We are submitting on the above proposal and wanted to know if your firm had experience providing transportation analysis in or around the Rohnert Park area.

This is a short burn, the proposal is due January 31st.

Please let me know if you have any transportation analysis experience in the area and if you have already discussed teaming with other firms.

Ryan McBrayer
Marketing Coordinator
Design + Planning
D +1 415.955.2953
Ryan.McBrayer@aecom.com

Joy, Megan

From: McBrayer, Ryan
Sent: Thursday, January 24, 2013 6:30 PM
To: Joy, Megan
Subject: FW: RFP - Services to Prepare a Priority Development Area Plan / Analysis (transportation analysis)

Here's one

From: Nathaniel Behura [<mailto:nbehura@trans-en.com>]
Sent: Thursday, January 24, 2013 5:33 PM
To: McBrayer, Ryan
Subject: RE: RFP - Services to Prepare a Priority Development Area Plan / Analysis (transportation analysis)

Hello Ryan:

Although we do transportation analysis, we have no experience in the Rohnert Park area.

Regards,

Nathaniel S. Behura
Transportation & Energy Solutions, Inc.
Phone: (714) 685-0001

From: McBrayer, Ryan [<mailto:Ryan.McBrayer@aecom.com>]
Sent: Thursday, January 24, 2013 3:06 PM
To: nbehura@trans-en.com
Subject: Rohnert Park RFP - Services to Prepare a Priority Development Area Plan / Analysis (transportation analysis)

Good afternoon –

We are submitting on the above proposal and wanted to know if your firm had experience providing transportation analysis in or around the Rohnert Park area.

This is a short burn, the proposal is due January 31st.

Please let me know if you have any transportation analysis experience in the area and if you have already discussed teaming with other firms.

Ryan McBrayer
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415.796.8100 tel
415.796.8200 fax

EXHIBIT E

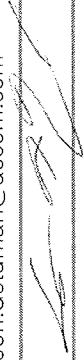
**FEDERAL NON-LOBBYING & DEBARMENT AND
SUSPENSION CERTIFICATIONS**



Section IV - Required Proposal Content

Attachment C10 - Acknowledgement of Additional Federal-Aid Requirements

Professional Planning Services to Prepare a Priority Development Area Plan/Environmental Analysis

Firm	AECOM Technical Services, Inc.
Address	2020 L Street, Suite 400, Sacramento, CA 95811
Contact	Jeff Goldman
Title	Principal
Phone/Fax Number	916.414.5800/916.414.5850
Email Address	Jeff.Goldman@aecom.com
Signature of Authorized Agent	

We have reviewed the following forms:

- Nonlobbying Certification for Federal-Aid Contracts
- Debarment and Suspension Certification

We acknowledge that we have reviewed the certifications included on those forms.

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.
The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

EXHIBIT 10-P NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies by signing and submitting this proposal/bid to the best of his or her knowledge and belief that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his/her proposal/bid that he/she shall require that the language of this certification be included in all lower-tier subcontracts which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

EXHIBIT F

Final Utilization of DBEs

The most recent version of Exhibit 17-F Final Utilization of Disadvantaged Business Enterprise shall be submitted at project closeout. The most updated version of the form in Microsoft Word format can be obtained in the Chapter 17 section of the the Caltrans Local Assistance Procedures Manual Forms webpage at:

<http://www.dot.ca.gov/hq/LocalPrograms/lam/forms/lapmforms.htm> ,

A PDF version of the form can also be obtained from the Local Assistance Procedures Manual webpage at:

<http://www.dot.ca.gov/hq/LocalPrograms/lam/lapm.htm>.