

RESOLUTION NO. 2014-024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK AUTHORIZING AND APPROVING THE SECOND AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT WITH DUDEK FOR PLANNING AND ENVIRONMENTAL SERVICES

WHEREAS, on February 6, 2013 the City entered into a Consultant Services Agreement with Dudek for planning and environmental services (“Agreement”);

WHEREAS, on August 13, 2013 the City authorized and approved the first amendment to this Agreement:

WHEREAS, under this Agreement, as amended, Dudek is providing limited long range planning and environmental services to the City;

WHEREAS, to address increased development demand and limited staffing, the City desires to modify the scope of the Agreement with Dudek to cover additional long range planning and environmental services; and

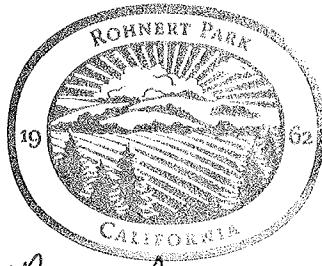
WHEREAS, Dudek submitted a proposal for ongoing services indicating they have the experience and expertise to provide said services; and

WHEREAS, City wishes to amend its agreement with Dudek to expand the scope of services to include long range and environmental planning.


NOW THEREFORE BE IT RESOLVED by the City Council of the City of Rohnert Park that:

1. The Agreement by and between Dudek and the City of Rohnert Park is hereby amended to include additional ongoing on-call general planning and environmental review services as described in Dudek’s proposal.
2. The City Manager is hereby authorized and directed to execute this second amendment in substantially similar form to the second amendment to the agreement attached hereto as Exhibit “A,” subject to minor modifications by the City Manager or City Attorney.
3. The Director of Development Services or his/her designee is authorized to administer the implementation of the Second Amendment on behalf of the City.

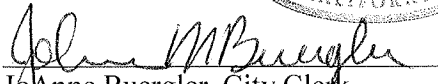
DULY AND REGULARLY ADOPTED this 11th day of March 2014.



CITY OF ROHNERT PARK


Joseph T. Callinan, Mayor

ATTEST:


JoAnne Buergler, City Clerk

Attachment -- Exhibit A

BELFORTE: AYE MACKENZIE: AYE STAFFORD: AYE AHANOTU: AYE CALLINAN: AYE
AYES: (5) NOES: (0) ABSENT: (0) ABSTAIN: (0)

**SECOND AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT WITH
DUDEK
FOR GENERAL PLANNING AND ENVIRONMENTAL CONSULTING SERVICES**

This Second Amendment to the Consultant Services Agreement between the City of Rohnert Park ("City") and Dudek ("Consultant") for additional services ("Second Amendment") is entered into as of the _____ day of _____, 20____, ("Effective Day"), by and between City and Consultant.

RECITALS

- A. City and Consultant are parties to that certain Agreement entitled "*Consultant Services Agreement*" dated February 6, 2013, and authorized by Resolution No. 2013-009, for general planning, environmental and development review services for the Specific plan projects and other reimbursable projects in the amount of \$95,000 and;
- B. On August 13, 2013 the City entered into the First Amendment and authorized by Resolution No. 2013-115 to the contract with Consultant in the amount of \$95,000.
- C. The City has major land development projects in Specific Plan / Planned Development Areas underway or scheduled for hearing, action or implementation in 2013/2014. The City anticipates processing the environmental documents, entitlements, and annexations on these areas within the next year.
- D. City and Consultant now desire to enter into this Second Amendment to provide for additional work as described below.

AGREEMENT

NOW, THEREFORE, in consideration of the following mutual promises, the parties hereby amend the Agreement as follows:

- 1. **Amendment to Scope of Services.** In addition to the services provided for under Section 1 and Exhibit A of the under the Agreement, Consultant shall provide additional planning services as provided for in the "Scope of Work" in the attached Attachment A, which is incorporated herein by this reference and shall be considered to be part of Exhibit A.
- 2. **Compensation.** The Agreement originally provided for Consultant's compensation not to exceed \$95,000 and the First Amendment provided for another \$95,000 in services. Consultant shall perform the above-referenced additional services described in this Second Amendment for a total not-to-exceed amount of One Forty Five Thousand Dollars (\$145,000) at the rates provided for in the "Schedule of Charges" in the attached Attachment B, which is incorporated herein by this reference and shall be considered to be part of the Agreement. Thus, the compensation provided for in Section 3(A) of the Agreement shall be amended to include a total not to exceed amount of \$335,000.00.

3. Term. In addition to the services provided under the Agreement, the term of the Agreement shall not exceed December 2016.
4. Agreement in Effect. Except as amended by this Second Amendment, the Agreement is otherwise unmodified and shall remain in full force and effect and is incorporated and restated herein as if set forth at length. Each reference in the Agreement to itself shall be deemed to also refer to this Second Amendment.
5. Counterpart Signatures. This Second Amendment may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement.

IN WITNESS THEREOF, the parties have executed this Second Amendment as of the date first written above.

CITY OF ROHNERT PARK:

CONSULTANT:

By: _____ / _____
City Manager per Resolution No. 2014-XXX

By: _____ / _____
Name: _____ (Date)
Title: _____

ATTEST:

City Clerk

By: _____ / _____
Name: _____ (Date)
Title: _____

APPROVED AS TO FORM:

City Attorney

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

EXHIBIT A
SCOPE OF WORK
March 2014

A. Development Review Planning Services

Consultant will provide contract staffing services to assist the City of Rohnert Park staff with the project management and entitlement processing tasks for development projects under review at the City. Service covered under this section is for service that is reimbursed by private development and applicants under the City's cost recovery program. Tasks to be performed shall be specifically requested by City before and work is initiated and may include:

1. Environmental Document Preparation and Management Provide oversight and direction to project applicants and environmental consultants throughout completion of the EIR process, serving as primary contact between the City, the applicant and EIR consultant. Review and comment on the environmental documents on behalf of the Planning Division. Compile all EIR review comments completed by the various City departments and assist with the interdepartmental coordination of EIR-related comments as needed. Oversight and management of the EIR preparation; ensure routing of submittals to the appropriate departments and agencies; and provide EIR status/schedule updates. Ensure departmental files provide a legally-adequate EIR administrative record. Complete or review environmental documentation to ensure compliance with CEQA and other state regulations.
2. Application Review and Coordination Assist staff in ongoing processing and management of the applications; update and organize all project files; review and comment on all project submittals; and be responsible for scheduling regular meetings on an individual and group basis between City staff, applicant and other agencies as needed to ensure steady progress of the application processing. This would include communication and coordination with each of the City departments and agencies in a manner that will provide consistent responses and direction to the project applicant.
3. Development Agreement Provide support to City staff with Development Agreement negotiations and completion of draft DAs.
4. Staff Report Preparation Prepare staff reports for Park and Recreation Commission, Planning Commission and City Council hearing, conditions of approval and findings, as directed by the Planning and Building Manager.
5. Public Hearing Preparation Prepare public presentation materials, including staff reports and exhibits for the Commission and Council hearings.
6. Annexation Prepare annexation applications and coordinate process through LAFCO.

7. Project Implementation Review and provide input on all supporting plans, programs and actions to ensure that the project is consistent with City policies and environmental mitigation requirements. Coordinate update of Specific Plan, General Plan Diagram and Zoning Map to reflect final decision on development projects.
8. Other Work As directed.

B. Biological Resources Studies, Permitting and Services

Consultant will provide biological services to assist the City of Rohnert Park staff with the project management and entitlement processing tasks for development projects under review at the City. Service covered under this section is for service that will be reimbursed by private development and applicants under the City's cost recovery program. Tasks to be performed shall be specifically requested by City before and work is initiated and may include:

1. Biological Resources Assessments Review background information (soils, aerial photos, topographic maps, other environmental documents). Obtain report from the California Natural Diversity Data Base for special status species occurrences in the region. Perform query of the California Native Plant Society database for rare plants with potential to occur in the project area. Obtain a database report from the USFWS for special-status species with potential to occur in the project area and critical habitat. Conduct field survey of site to inventory vegetation types and wildlife habitat. Prepare a list of observed plants and animals. Prepare exhibits including habitat maps, species occurrence data, critical habitat, and ground photos. Identify the location of any special status species populations. Prepare Biological Resources Assessment report documenting results of research and field survey(s).
2. Special-status Plant and Animal Surveys Biologists will survey the site for the occurrence of special-status species according to applicable regulatory guidance for surveys within the Santa Rosa Plain Conservation Strategy Area. Prepare a list of species observed and field map locations of any rare plant populations or special-status animal species observed. Prepare exhibits to identify the locations of species mapped during the field survey. Incorporate the results of the survey into survey report include recommendations for appropriate mitigation strategies for any species identified.
3. Wetland Delineations and Verifications Wetland delineations will be conducted to the standards established by the San Francisco District Corps office. Obtain and evaluate background data, such as aerial photographs, soils maps, and other pertinent information. Conduct a wetland delineation according to the Corps' 1987 manual using the three parameter method described in the manual. Create a wetland delineation map showing the features identified as waters of the United States during the delineation site visit. Prepare a Wetland Delineation Report for submission to the U.S. Army Corps of Engineers. Work with the Corps to finalize verification of the Wetland Delineation map.
4. Resource Agency Consultation and Permitting Resource specialists will work on behalf of the City with applicable state and federal agencies to consult regarding Clean Water Act, Endangered Species Act and other regulations to obtain information and permits, as needed.

5. Other Work As directed.

EXHIBIT B

DUDEK SCHEDULE OF CHARGES

PLANNING AND ENVIRONMENTAL SERVICES

Principal	\$180.00/hr
Senior Project Manager/Specialist II	\$175.00/hr
Senior Project Manager/Specialist I	\$170.00/hr
Environmental Specialist/Planner VI	\$165.00/hr
Environmental Specialist/Planner V	\$160.00/hr
Environmental Specialist/Planner IV	\$150.00/hr
Environmental Specialist/Planner III	\$140.00/hr
Environmental Specialist/Planner II	\$130.00/hr
Environmental Specialist/Planner I	\$120.00/hr
Analyst	\$100.00/hr
Planning Research Assistant	\$75.00/hr

OFFICE SERVICES

Technical/Drafting/CADD Services

3D Graphic Artist	\$150.00/hr
Senior Designer	\$135.00/hr
Designer	\$125.00/hr
Assistant Designer	\$120.00/hr
GIS Specialist IV	\$140.00/hr
GIS Specialist III	\$130.00/hr
GIS Specialist II	\$120.00/hr
GIS Specialist I	\$110.00/hr
CADD Operator III	\$115.00/hr
CADD Operator II	\$110.00/hr
CADD Operator I	\$95.00/hr
CADD Drafter	\$85.00/hr
CADD Technician	\$75.00/hr

SUPPORT SERVICES

Technical Editor III	\$140.00/hr
Technical Editor II	\$125.00/hr
Technical Editor I	\$110.00/hr
Publications Assistant III	\$100.00/hr
Publications Assistant II	\$90.00/hr
Publications Assistant I	\$80.00/hr
Clerical Administration II	\$70.00/hr
Clerical Administration I	\$65.00/hr

Emergency and Holidays – Minimum charge of two hours will be billed at 1.75 times the normal rate.

Material and Outside Services – Subcontractors, rental of special equipment, special reproductions and blueprinting, outside data processing and computer services, etc., are charged at 1.15 times the direct cost.

Travel Expenses – Mileage at current IRS allowable rates. Per diem where overnight stay is involved is charged at cost.