

RESOLUTION NO. 2014 - 080

RESOLUTION OF THE CITY OF ROHNERT PARK AUTHORIZING AND APPROVING THE FOURTH AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT WITH DUDEK FOR BIOLOGICAL AND PERMITTING SERVICES IN CONNECTION WITH THE DOWDELL AVENUE EXTENSION PROJECT

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, City and Dudek are parties to that certain agreement entitled "*Consultant Services Agreement*" dated October 15, 2012 ("Agreement"), which has been subsequently amended three times;

WHEREAS, City and Consultant now desire to enter into a Fourth Amendment to provide for additional work for the monitoring of California Tiger Salamander to satisfy the requirements of the California Department of Fish and Wildlife's Incidental Take Permit (ITP) for the Dowdell Avenue Extension roadway project (City Project 2011-11);

WHEREAS, consistent with the City's Purchasing Policy Section 3.6.6, Dudek was selected using a sole-source method because the work involves environmental studies and oversight related to a specific region. Dudek has conducted similar environmental studies in the adjoining and near vicinity parcels and is familiar with the unique conditions of the area.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROHNERT PARK AS FOLLOWS:

Section 1. Recitals. That the above recitations are true and correct and material to this Resolution.

Section 2. Environmental Clearance. That the adoption of this Resolution and accompanying Amendment is exempt from review under the California Environmental Quality Act because the activity in question is not a project as defined under CEQA Guidelines Section 15378 in that there is no potential that the activity will result in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. The City adopted a Final Mitigated Negative Declaration for the Dowdell Avenue Extension Project. Adopted February 27, 2014.

Section 3. Agreement. That the Fourth Amendment to the Agreement between Dudek and the City of Rohnert Park is hereby authorized and approved in an amount not to exceed an additional Forty-two Thousand Nine Hundred Eighty-eight dollars (\$42,988.00).

Section 4. Authorization. That the City Manager is hereby authorized and directed to take all actions to effectuate the Amendment for and on behalf of the City of Rohnert Park, including execution if necessary, in substantially similar form to the Fourth Amendment attached hereto as Exhibit "A," which is incorporated by this reference, subject to minor modifications by the City Manager or City Attorney.

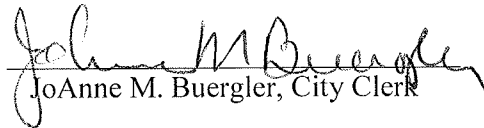
DULY AND REGULARLY ADOPTED this 8th day of July, 2014.



CITY OF ROHNERT PARK


Joseph T. Callinan, Mayor

ATTEST:


JoAnne M. Buerger, City Clerk

Attachment: Exhibit A - Amendment

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

**FOURTH AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT WITH
DUDEK
FOR BIOLOGICAL AND PERMITTING SERVICES IN CONNECTION WITH THE
DOWDELL AVENUE CONSTRUCTION-BUSINESS PARK DRIVE TO 850' S OF
BUSINESS PARK DRIVE; CITY PROJECT NO. 2011-11**

This Fourth Amendment to the Agreement between the City of Rohnert Park ("City") and Dudek ("Consultant") for additional services ("Fourth Amendment") is entered into as of the _____ day of _____, 2014, ("Effective Date"), by and between City and Consultant.

RECITALS

- A. City and Consultant are parties to that certain Agreement entitled "*Consultant Services Agreement*" dated October 15, 2012, for the amount of \$37,000.00 authorized per Rohnert Park Municipal Code Chapter 3.04 Purchasing Program.
- B. On May 23, 2013, the First Amendment to the Agreement was authorized through the Purchasing Ordinance for an additional amount of \$2,500.00 thereby increasing the total cost of the agreement to \$39,500.00.
- C. On September 18, 2013, the Second Amendment to the Agreement was authorized through the Purchasing Ordinance for an additional amount of \$8,940.00 thereby increasing the total cost of the agreement to \$48,440.00.
- D. On December 10, 2013, the Third Amendment to the Agreement was authorized through the Resolution No. 2013-168 for an additional amount of \$10,000.00 thereby increasing the total cost of the agreement to \$58,440.00.
- E. City and Consultant now desire to enter into this Fourth 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. Scope of Services. In addition to the services provided under the Agreement, Consultant shall provide additional services, including but not limited to, the preparation of necessary reports and documents and additional meetings as described in the attached Exhibits A-B Scope and Compensation.
- 2. Compensation. Consultant shall perform the services described in this Fourth Amendment for a total not-to-exceed amount of \$42,988.00, thus increasing the total cost of the Agreement to \$101,428.00.
- 3. Agreement in Effect. Except as amended by this Fourth Amendment, the Agreement shall remain in full force and effect.
- 4. Counterpart Signatures. This Fourth 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 Amendment as of the date first written above.

CITY OF ROHNERT PARK:

By: _____ / _____
Darrin Jenkins, City Manager (Date)
Per Resolution No. 2014-_____ adopted by the
Rohnert Park City Council at its meeting of
July 8, 2014.

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CONSULTANT:

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

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

Dowdell Road Extension Project

California Tiger Salamander Monitoring

SCOPE OF WORK – revised 06/11/14

Dudek staff, Senior Aquatic Ecologist Craig Seltenrich who holds a recovery permit for California tiger salamander (CTS), will be the Designated Representative for the project and associated monitoring for CTS, the only covered species, and will be responsible for communications with CDFW and USFWS and overseeing compliance with the California Department of Fish and Wildlife's Incidental Take Permit (ITP) No. 2081-2013-062-03 (revised May 29, 2014) and USFWS's letter (May 6, 2014) appending the project to the Programmatic Biological Opinion for the Santa Rosa Plain.

Our subconsultant, Vollmar Natural Lands Consulting, Inc., will provide the Designated Biologist for this project. The Designated Biologist has extensive knowledgeable and experience with CTS including their biology and natural history, and surveying (sampling), collecting, and handling of CTS. The Designated Biologist will be responsible for monitoring Covered Activities (as stipulated in the ITP) to help minimize and fully mitigate or avoid the incidental take of individual CTS and to minimize disturbance to CTS habitat.

The Designated Biologist will follow all required monitoring and reporting requirements stipulated in the ITP under Section 5 General Provisions. The Designated Representative and Designated Biologist will also comply with all Monitoring, Notification, and Reporting provisions listed under Section 6 of the ITP and as listed and referenced in USFWS's letter. Additionally, to ensure that the incidental take of CTS is minimized, the Designated Biologist will follow Take Minimization Measures listed under Section 7 that apply to the biological monitor including 7.1 pre-construction surveys, 7.4 wildlife checks, 7.5 trench escape, 7.6 temporary barriers, 7.7 CTS relocation, 7.8 CTS handling, and 7.9 CTS injury. Pre-construction surveys include surveys for CTS and nesting bird species (Mitigation Measure BIO-3 from the CEQA Mitigation Monitoring and Reporting Plan).

COST ESTIMATE

The following cost estimate includes costs for both the Designated Representative/Project Manager (Dudek – Craig Seltenrich) and for the Designated Biologist/Biological Monitor (Vollmar Natural Lands Consulting, Inc.).

Designated Representative/Project Manager

Craig Seltenrich (Dudek)

Tasks

- 1) Project Management; communications/notifications with CDFW, Designated Biologist, and Project Foreman; overseeing activities of Designated Biologist; and overseeing compliance with ITP

Cost: \$1,600.00

- 2) Preparation of a worker awareness training presentation for CTS

Cost: \$500.00

- 3) Meet with Designated Biologist on-site to meet with Construction Foreman and walk the project site and the locations where Covered Activities will occur, location of CTS upland habitat that will be affected, project logistics, and document compliance with all pre-Project Conditions of Approval before starting Covered Activities, etc.

Cost: \$1,400.00

- 4) Preparation and submittal of Quarterly Compliance Reports and Final Mitigation Report

Cost: \$3,900.00

Cost for Designated Representative/Project Manager: \$7,400.00

Designated Biologist/Biological Monitor

Vollmar

Tasks

- 1) Conduct monitoring and reporting requirements as stipulated in the ITP for the duration of the project.

Since the number of days that the Designated Biologist will need to be on-site for the project and the time required for the Designated Biologist to be on-site to conduct all necessary monitoring and reporting requirements will vary according to the timing and duration of Covered Activities, the following billing rate will be used:

- Full day (8 hrs on-site plus 2 hrs. drive time) @ \$990.00/day
- 1/2 day (3 hrs on-site plus 2 hrs. drive time) @ \$495.00/day

Based on the assumed three-month construction schedule, a combination of full and half day monitoring efforts will be needed to accommodate this schedule. Our efforts will be as-needed and the level of effort and frequency and duration of monitoring will be evaluated in collaboration with USFWS and CDFW. Dudek will only charge for work actually completed.

Since the monitor will be required to be on-site more during the beginning of construction when most of the covered activities will occur (worker trainings, compliance actions, observing grubbing and mass grading, etc.), the majority of these efforts will be full days. As these activities decrease and work remains in compliance, the number of days and the length of time that a monitor will be required also decreases. Based on a 12-week construction period, our cost estimate assumes that the monitor would be onsite for full days for up to 4 weeks (20 days), half days for up to 4 weeks (20 days), and would be

onsite for a half day one day per week for the remaining 4 weeks (4 days). Based on these assumptions, the total estimated cost for the on-site monitor is:

20 full days @ \$990.00/day = \$19,800.00

24 half days @ \$495.00/day = \$11,880.00

Cost for Designated Biologist = \$31,680.00

Combined cost for Designated Representative and Designated Biologist = \$39,080

Contingency: 10% of total = \$3,908

Total Cost Estimate = \$42,988

EXHIBIT B
COMPENSATION

Fee Schedule for Consultant Services Agreement

	Title	Hourly Rate
PLANNING	Principal Planner	155.00
	Senior Planner	130.00
	Associate Planner	110.00
	Assistant Planner	85.00
	Resource Specialist	100.00
NATURAL RESOURCES	Senior Biologist	130.00
	Associate Biologist	110.00
	Assistant Biologist	85.00
PROJECT SUPPORT	CAD/GIS/Mapping Specialist	95.00
	Project Administrator/Editor	95.00
	Word Processing/Production/Admin	65.00
	Support	

REIMBURSABLE EXPENSES

Subcontractors include a 10% administration charge.

Mileage is charged at the IRS approved rate.