

## RESOLUTION NO. 2015-106

### RESOLUTION OF THE CITY OF COUNCIL OF THE ROHNERT PARK AUTHORIZING AND APPROVING THE SECOND AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT WITH AECOM TECHNICAL SERVICES, INC., FOR PROFESSIONAL PLANNING SERVICES FOR THE CENTRAL ROHNERT PARK PLANNED DEVELOPMENT AREA

**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**, on May 14, 2014, City and AECOM Technical Service, Inc. ("Consultant") entered into that certain agreement entitled "*Consultant Services Agreement*" ("Agreement") to provide professional planning services in connection with the preparation of Central Rohnert Park Priority Development Area Plan / Environmental Analysis;

**WHEREAS**, on July 31, 2013, City and Consultant entered into the First Amendment to the Agreement to allow for the limits of insurance carried by Consultant's subcontractor, BAE Urban Economics, Inc.;

**WHEREAS**, City and Consultant now desire to enter into a Second Amendment to the Agreement to make amendments to the project Scope of Work ("Scope") and to provide for additional urban design work not identified in the original Scope.

### **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.

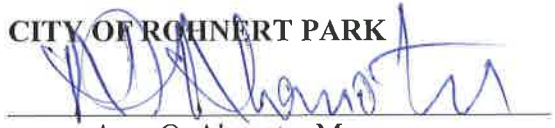
**Section 3.** Agreement. That the Second Amendment to the Agreement between AECOM and the City of Rohnert Park is hereby authorized and approved in an amount not to exceed an additional twenty thousand dollars (\$20,000.00).

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

**Section 5.** Budget Appropriation. That the Finance Director is hereby authorized and directed to appropriate \$20,000 from the General Plan Maintenance Fund (103-P101-400-6999) to the Central Rohnert Park Priority Development Area Program Budget (001-P101-400-6101).

DULY AND REGULARLY ADOPTED this 9<sup>th</sup> day of June, 2015.

CITY OF ROHNERT PARK

  
Amy O. Ahanotu, Mayor

ATTEST:

  
JoAnne Buergler, City Clerk

Attachment (Exhibit "A") – Second Amendment

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

## EXHIBIT "A"

### SECOND AMENDMENT TO THE CONSULTANT SERVICE AGREEMENT

This Second Amendment to Consultant Services Agreement between the City of Rohnert Park ("City") and AECOM TECHNICAL SERVICES, INC. ("Consultant") for additional services ("Second Amendment") is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2015, ("Effective Date"), by and between City and Consultant.

#### RECITALS

- A. City and Consultant entered into that certain agreement entitled "*Consultant Services Agreement*" ("Agreement") to provide planning and environmental consulting services;
- B. City and Consultant entered into a First Amendment to allow for limits of insurance carried by Consultant's subcontractor, BAE Urban Economics, Inc.;
- B. 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. **Scope of Services.** The scope of services has been modified and expanded to allow for addition services related to the Central Rohnert Park, Priority Development Area ("PDA") project. The amended scope is more particularly described in Exhibit A, which is attached hereto and incorporated by this reference.
- 2. **Compensation.** Consultant shall perform the services described in this Second Amendment for a total not-to-exceed amount of \$20,000 thus increasing the total cost of the Agreement as amended to \$468,000, which is further detailed in Exhibit B, which is attached hereto and incorporated by this reference.
- 3. **Agreement in Effect.** Except as amended by this Second Amendment, the Agreement and all of its amendments shall remain in full force and effect.
- 4. **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:**

By: \_\_\_\_\_ / \_\_\_\_\_  
Darrin Jenkins, City Manager (Date)  
Per Resolution No. 2015-\_\_\_\_\_ adopted by the Rohnert Park  
City Council at its meeting of May 26, 2015.

**ATTEST:**

\_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

**AECOM TECHNICAL SERVICES, INC.:**

By: \_\_\_\_\_ / \_\_\_\_\_  
Name: \_\_\_\_\_ (Date)  
Title: \_\_\_\_\_

By: \_\_\_\_\_ / \_\_\_\_\_  
Name: \_\_\_\_\_ (Date)  
Title: \_\_\_\_\_

## Central Rohnert Park Priority Development Area Plan and CEQA Document

### EXHIBIT A: SCOPE OF WORK MODIFICATIONS

AECOM will provide a planning document to reflect the finalized development envelope proposed for the Central Rohnert Park Priority Development Area. The scope of work includes preparation of a Draft Central Rohnert Park Priority Development Area Plan to be provided as the Final Central Rohnert Park Priority Development Area Plan. Specific tasks added and deducted under this scope of work are outlined under Section A below. Tasks identified in ***bold, italicized text***, below, are associated with the additional service of preparing the illustrative site plans for the State Farm property and presentation to the City Council on August 12, 2014.

AECOM will provide California Environmental Quality Act (CEQA) services through preparation of an Initial Study/Mitigated Negative Declaration (IS/MND). The scope of work includes the preparation of an IS/MND (and associated Transportation Impact Study [TIS]) for the Draft Central Rohnert Park Priority Development Area Plan). Specific tasks deducted under this scope of work are outlined under Section B below.

#### **A. Priority Development Area Master Plan (additions and deductions)**

##### **Task 1: Changes Related to Vision and Alternatives Analysis**

- 1.1 Add two more revisions of PDA site plan concept alternatives. These updates responded to additional Planning Commission and City Council meetings.
- 1.2 ***Add the preparation of detailed site plans for the State Farm property for City Council input and one site plan refinement to respond to input from the City Council and public (additional service).***

##### **Task 2: Changes Related to Community Involvement**

- 2.1 Deduct preparation for and presentation of one Public Workshop to present draft site concept alternatives for the PDA.
- 2.2 Add Planning Commission meeting, open to the public, for update on draft site concept alternatives for the PDA.
- 2.3 Add preparation for City Council presentation for update of in-progress site concept alternatives for the PDA.
- 2.4 ***Add City Council meeting, open to the public, for update of the preferred alternative site concepts for the PDA.***

##### **Task 3: Changes Related to Infrastructure Analysis**

- 3.1 Remove Infrastructure and Services Strategy memo.

***Task 4: Changes Related to Documents for Plan Adoption and Implementation***

- 4.1 Remove drafting of General Plan and Zoning Code amendments. AECOM to assist with review of staff reports for the Final Master Plan and IS/MND certification.

**B. Priority Development Area Master Plan CEQA Document (additions and deductions)**

***Task 5: Changes Related to Initial Study, Administrative Draft EIR, Screencheck Draft EIR, and Draft EIR***

- 5.1 Deduct preparation of an Administrative Draft, Screencheck Draft, and Draft EIR. This includes deduction of the CEQA alternatives analysis.
- 5.2 Add preparation of an Administrative Draft, Screencheck Draft, and Public Review Draft IS/MND. This assumes that there will be no impacts that cannot be mitigated, or that the City would not agree to mitigate to a less-than-significant level. If any significant and unavoidable impacts are found (and the City agrees cannot be mitigated to a less than significant level), a separate scope and cost for the preparation of a limited scope EIR would be submitted, addressing those topics identified as significant and unavoidable.

**Assumptions:**

- The City shall coordinate with and provide AECOM with the utilities, infrastructure, and public services data needs requested.
- The City shall prepare the separate Water Supply Assessment (WSA) and provide it to AECOM for purposes of the Administrative Draft IS/MND and Draft IS/MND.
- The City shall coordinate with AECOM to compile the cumulative projects list (including details regarding location, type, and amount of development, construction start and end date, and project sponsors) and provide it to AECOM for purposes of the Administrative Draft IS/MND, Screencheck Draft IS/MND, and Draft IS/MND.

***Task 6: Changes Related to Administrative Final EIR, Final EIR, MMRP, CEQA Findings, and Statement of Overriding Considerations.***

- 6.1 Deduct preparation of Administrative Final and Final EIR. This includes deduction of preparation of CEQA Response to Comments). Also deduct preparation of CEQA Findings and Statement of Overriding Considerations (SOC).
- 6.2 Add preparation of an Administrative Final and Final IS/MND. AECOM will summarize the nature of comments received and associated updates to the Final IS/MND.
- 6.3 AECOM will prepare the MMRP. City will assist with identification of City Departments responsible for addressing mitigation measures.

***Task 7: Changes Related to Office of Planning and Research (OPR) CEQA Forms***

- 7.1 Deduct preparation of all OPR CEQA EIR forms (NOP, NOA, NOC, & NOD). An IS/MND would require different OPR CEQA forms (NOI, NOC, & NOD). AECOM will prepare NOI, NOC, & NOD forms and City to review. AECOM will print and file NOC with State Clearinghouse, but the City will file the NOI and NOD with the County Clerk, distribute to any interested parties, publish in the local newspaper, and pay all filing, publication, and distribution fees).

***Task 8: Changes Related to CEQA Public Meetings***

- 8.1 Deduct preparation for, conducting/presenting, and documenting public comments at the Scoping and Draft EIR Public Meetings.

***Task 9: Changes Related to CEQA Deliverables***

- 9.1 Deduct all hard copies of the OPR forms and the various iterations of the CEQA document. All documents will be provided electronically to the City for it to download, post to its website, and print (as necessary) – assumes City would print and distribute to interested parties (as necessary).
- 9.2 Add time for review and coordination meetings with the City on the IS/MND.

**EXHIBIT B: REVISED BUDGET**

<b>Task</b>	<b>Total Contract Fee</b>	<b>Revised Scope Costs</b>
<b>1 Project Initiation</b>	<b>32,300.00</b>	<b>23,716.25</b>
<b>2 Priority Development Area Profile</b>	<b>11,430.00</b>	<b>11,379.50</b>
<b>3 Community Involvement Plan</b>	<b>33,335.00</b>	<b>38,405.00</b>
<b>4 Vision and Alternatives</b>	<b>49,410.00</b>	<b>49,411.25</b>
<i>Add. Service: Detailed Site Plan + CC Update</i>	<i>20,000.00</i>	<i>20,000.00</i>
<b>Subtotal</b>	<b>146,475.00</b>	<b>142,912.00</b>
<b>5 Strategy Memos</b>	<b>111,565.00</b>	<b>91,625.00</b>
5.0 Task 5 Project Management	3,020.00	5,500.00
5.1 Land Use and Development	10,040.00	12,740.00
5.2 Urban Design	8,560.00	12,945.00
5.3 Circulation and Station Connectivity	16,855.00	16,985.00
5.4 Accessible Design	6,725.00	4,035.00
5.5 Parking Policy and Management	6,965.00	6,965.00
5.6 Infrastructure and Community Services (Task deleted)	22,825.00	0.00
5.7 Real Estate Market Considerations	15,725.00	15,725.00
5.8 Affordable Housing and Anti-Displacement	10,725.00	10,725.00
5.9 Implementation Plan and Finance Strategy	10,125.00	6,005.00
<b>6 Master Plan Development</b>	<b>71,850.00</b>	<b>70,010.00</b>
6.0 Task 6 Project Management	1,945.00	3,300.00
6.1 First Administrative Draft Master Plan	43,280.00	39,085.00
6.2 Second Administrative Draft Master Plan	15,565.00	16,565.00
6.3 Public Draft / Final Draft Master Plan	11,060.00	11,060.00
<b>7 Initial Study / Mitigated Negative Declaration (IS/MND)</b>	<b>113,370.00</b>	<b>149,393.00</b>
7.0 Task 7 Project Management and Meetings	3,070.00	6,200.00
7.1 Define Project and CEQA Strategy	1,980.00	3,180.00
7.2 NOI and Administrative Draft IS/MND	17,335.00	77,205.00
7.3 Screencheck and Public Review Draft IS/MND, NOC	72,435.00	31,918.00
7.4 Administrative Final and Final IS/MND	18,550.00	27,030.00
7.5 MMRP and NOD		3,860.00
<b>8 Final Master Plan / Adoption + IS/MND Certification</b>	<b>13,400.00</b>	<b>5,160.00</b>
8.0 Task 8 Project Management	360.00	360.00
8.1 Documents for Plan Adoption and Implementation	6,740.00	1,500.00
8.2 Planning Commission and City Council Public Hearings	6,300.00	3,300.00
Direct Costs	11,340.00	8,900.00
<b>Total</b>		<b>468,000.00</b>