

RESOLUTION NO. 2015-183

RESOLUTION OF THE CITY OF COUNCIL OF THE ROHNERT PARK AUTHORIZING AND APPROVING THE FOURTH 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, 2013, 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, on June 9, 2015, City and Consultant entered into the 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.

WHEREAS, on September 8, 2015, City and Consultant entered into the Third Amendment to the Agreement to make amendments to the project Scope and to provide for additional urban design work not identified in the original Scope.

WHEREAS, City and Consultant now desire to enter into a Fourth Amendment to allow for AECOM to prepared a Focused Environment Impact Report ("Focused EIR") to meet the requirements of the California Environmental Quality Act (CEQA). This would amend the current Scope which call for an Initial Study / Negative Declaration (IS/ND) document. An IS/ND has been determined to not be adequate due to environment impacts and a Focused EIR is now required.

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.

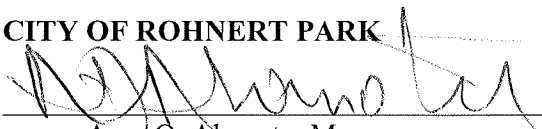
Section 3. Agreement. That the Fourth Amendment to the Agreement between AECOM and the City of Rohnert Park is hereby authorized and approved in an amount not to exceed an additional twenty-three thousand, and twenty dollars (\$23,020.00).

Section 4. Authorization. That the City Manager is hereby authorized and directed to take all actions to effectuate the Fourth Amendment to the Agreement for and on behalf of the City of Rohnert Park, including execution if necessary, in substantially similar form to the Fourth 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 \$23,020 from the General Plan Maintenance Fund (103-P100-400-6999) to the Central Rohnert Park Priority Development Area Program Budget Reimbursement (001-P100-400-6903) and increase appropriations in Central Rohnert Park Priority Development Area Program Budget (001-P100-400-6101).

DULY AND REGULARLY ADOPTED this 24th day of November, 2015.

CITY OF ROHNERT PARK


Amy O. Ahanotu, Mayor

ATTEST:


JoAnne Buergler, City Clerk

Attachment (Exhibit "A") – Fourth Amendment
Attachment (Exhibit "B") – Scope of Work
Attachment (Exhibit "C") – Revised Budget

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

Exhibit A to Resolution

FOURTH AMENDMENT TO THE CONSULTANT SERVICE AGREEMENT

This Fourth Amendment to Consultant Services Agreement between the City of Rohnert Park ("City") and AECOM TECHNICAL SERVICES, INC. ("Consultant") for additional services ("Fourth Amendment") is entered into as of the twenty-fourth day of November, 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.;
- C. City and Consultant entered into a Second Amendment to allow for an additional urban design services.
- D. City and Consultant entered into a Third Amendment to allow for additional meeting facilitation services.
- D. 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.** The scope of services is hereby modified and expanded to allow for additional services related to the Central Rohnert Park, Priority Development Area ("PDA") project. The additional services to be added to the scope of services are more particularly described in Exhibit B, which is attached hereto and incorporated by this reference.
- 2. **Compensation.** Consultant shall perform the additional services described in this Fourth Amendment for a total not-to-exceed amount of \$23,020 thus increasing the total compensation to be paid under the Agreement as amended to \$498,830.
- 3. **Agreement in Effect.** Except as expressly amended by this Fourth Amendment, the Agreement and all of its amendments 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 Fourth Amendment as of the date first written above.

Exhibit A to Resolution

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 November 24, 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 B: SCOPE OF WORK

The following scope of work updates the original contract for the Central Rohnert Park PDA Plan and CEQA document, executed on May 14, 2013. This scope of work modification identifies the tasks to finalize the Public Review Draft PDA Plan for submittal to the City and the preparation of a Focused EIR document analyzing the Plan.

AECOM will finalize updates to the Draft Central Rohnert Park Priority Development Area Plan to be provided to the City as the Final Central Rohnert Park Priority Development Area Plan. AECOM will provide California Environmental Quality Act (CEQA) services through the preparation of a Focused Environmental Impact Report (EIR) for the Draft Central Rohnert Park Priority Development Area Plan, including reformatting of the Initial Study/Mitigated Negative Declaration that has been prepared to an Initial Study to be included in an appendix section of the Focused EIR.

This scope of work provided below is organized by tasks, per the original scope of work contract. Changes to the work scope are provided in bold faced, italicized text below.

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

Subtasks and deliverables associated with Task 1 have been completed. No additional scope changes are proposed.

Task 2: Priority Development Area Profile

Subtasks and deliverables associated with Task 2 have been completed. No further scope changes are proposed.

Task 3: Community Involvement Plan

Subtasks and deliverables associated with Task 3 have been completed. No further scope changes are proposed.

Task 4: Vision and Alternatives Analysis

Subtasks and deliverables associated with Task 4 have been completed have been completed according to the original work scope, with modifications to the scope of this task in Amendment 2. No further scope changes are proposed.

Task 5: Strategy Memos

Subtasks and deliverables associated with Task 5 have been completed according to the original work scope, with modifications to the scope of this task in Amendment 2. No further scope changes are proposed. Remaining funds on this task will be shifted to the additional CEQA work effort.

Task 6: Master Plan Development and Joint Session Add-On Service

Tasks and deliverables associated with the First and Second Administrative Draft Master Plan have been completed. A screencheck review draft PDA Plan has been submitted to the City. AECOM will complete and submit the final Public Review Draft PDA Plan, addressing City comments received to date and making minor graphic updates. The Draft PDA Plan will be provided electronically to the City for it to download, post to its website, and print and distribute to interested parties (as necessary). The Public Review Draft PDA Plan is to be provided as the Final Central Rohnert Park PDA Plan. No further scope changes are proposed. Remaining funds on this task will be shifted to the additional CEQA work effort.

Task 7: Program Level Environmental Impact Report

- 7.0 Project Management and Meetings.** *Additional time needed for review, project coordination, and meetings with the City and the peer review consultant on the EIR work.*
- 7.1 Define Project, Review Data, Determine Existing Conditions, and CEQA Strategy.** This task includes attendance at the project kick-off meeting; review of the preferred document format and CEQA schedule; confirmation with the City and ABAG on the CEQA strategy and the assumptions from which to base the project description. This task is completed and no further scope changes are proposed.
- 7.2 Administrative Draft Initial Study/Mitigated Negative Declaration.** Scope Modification 2 reflects the scope change and direction from the City to move from the preparation of a Programmatic Level EIR to an Initial Study/Mitigated Negative Declaration, with the caveat that if impacts were found that cannot be mitigated to a less than significant level, a limited scope or Focused EIR would need to be prepared, addressing those topics identified as significant and unavoidable. A Draft IS/MND has been prepared and a significant and unavoidable traffic impact has subsequently been identified. Task 7.2 is, therefore, proposed to be updated as follows:
- *AECOM will reformat the IS/MND to an Initial Study to be provided as an appendix section to the EIR.*
- 7.3 Screencheck and Public Review Draft EIR.** *AECOM will prepare a Screencheck Review Draft and Public Review Draft Focused EIR that will consist of the Transportation/Traffic section and the IS/MND topics containing mitigation measures to reduce potentially significant impacts. IS/MND sections that have been identified with mitigation measures in the IS/MND include Air Quality, Biological Resources, Cultural Resources, Geology/Soils, Greenhouse Gas Emissions, Hydrology and Water Quality, and Noise. IS/MND sections not containing mitigation would be reformatted as short paragraph discussions in the Focused EIR within an "Effects Found Not to be Significant" chapter. The*

IS/MND will be reformatted to an Initial Study to be included as an appendix section of the Focused EIR.

The change to a Focused EIR also involves:

- *Preparation of additional new chapters, including an “Alternatives” chapter and “Other CEQA Considerations” chapter. A qualitative analysis will be prepared for a “No Project” alternative and up to two action alternatives. The two action alternatives are proposed to involve elimination of the Regional Commercial district overlay from the Triangle Business subarea and an alternative that provides employment uses closer to the proposed SMART station. A qualitative analysis will also be prepared for the other potential CEQA considerations.*
- *Conducting additional meetings. The City will prepare for, conduct, and document public comments at the Scoping and Draft EIR Public Meetings to gather input from agencies, stakeholders, and the public regarding the scope and comments on the EIR. AECOM will attend the Draft EIR public meeting.*
- *Filing different OPR Forms. The City will prepare and file the NOP. AECOM will prepare the NOA, NOC, and NOD forms for City review. AECOM will print and file the NOA and NOC with the State Clearinghouse, but the City will file the NOP and NOD with the County Clerk, distribute to any interested parties, publish in the local newspaper, and pay all filing, publication, and distribution fees.*

7.4 Administrative Final and Final EIR and Findings/Statement of Overriding Considerations. *AECOM will prepare an Administrative Final and Final EIR, reviewing all written comments on the Draft EIR and verbal comments from the public hearing. Comments will be compiled and numbered and keyed to the list of commentors for ease of reference. We will prepare a response to each comment related to the adequacy of the EIR for addressing adverse physical environmental effects of implementing the Master Plan and recommend any changes to the EIR to reflect what is assumed only to be editorial revisions. Responses will be prepared for up to 50 individual comments (or up to 150 hours have been scoped for responding to public comments on the Administrative Final EIR),¹ with comments assumed not to result in the need for additional CEQA analysis. AECOM will meet with city staff, if necessary, to discuss the approach to respond to comments and consult with the City on the potential to respond to multiple, similar comments on specific parts of the EIR through Master Responses. This task also includes the preparation of CEQA Findings and a Statement of Overriding Considerations (SOC).*

7.5 Mitigation Monitoring and Reporting Program. AECOM will prepare the MMRP, as described in the original work scope. The City will assist with the identification of City departments responsible for addressing mitigation measures.

¹ Note that there may be several individual comments within a single comment letter.

Task 7 Assumptions:

- The City shall coordinate with and provide AECOM with the utility service data needs requested to complete the Focused EIR.
- The City shall prepare the separate Water Supply Assessment (WSA) and provide it to AECOM for purposes of the Screencheck Draft EIR and Public Review Draft EIR.
- All documents will be provided electronically to the City for it to download, post to its website, and print or distribute to interested parties (as necessary).

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

This task to attend and support city staff in presenting the Master Plan at public hearings to the Planning Commission and City Council to adopt the plan has been determined not to be necessary by the City and is removed from the work scope, in order to shift those funds to the development of the Focused EIR.

SCHEDULE

The project schedule is to be extended to April 15, 2015, based on the following timeline for project work tasks and the timely receipt of key deliverables from the City and EIR peer review consultant.

Tasks and Deliverables	Completion Date
Water Supply Assessment from the City to AECOM	November 6, 2015
Final Screencheck Review Draft Plan for City review	November 13, 2015
Screencheck Review Draft EIR for City review	November 23, 2015
City Comments on Plan and Draft EIR due to AECOM	November 30, 2015
Public Review Draft PDA Plan and Focused EIR Circulated	December 3, 2015
Public review period ends	January 18, 2016
Final EIR sent to City for review	February 5, 2016
Planning Commission project recommendation	February 25, 2016
City Council project adoption	March 23, 2016

EXHIBIT C: REVISED BUDGET

Performance of the tasks summarized in Exhibit A requires an amendment of \$23,020, which will increase the current total not to exceed contract amount from \$475,810 to \$498,830. The work scope will be performed on a time and materials basis, as summarized for each task in Exhibit B. Cost adjustments to project work tasks are bold faced and italicized in the table below.

Task		Revised Scope Costs	Change from Current Scoped Costs
1	Project Initiation	23,716.25	
2	Priority Development Area Profile	11,379.50	
3	Community Involvement Plan	38,405.00	
4	Vision and Alternatives	53,161.25	
	Add. Service: Detailed Site Plan + CC Update	20,000.00	
5	<i>Strategy Memos</i>	<i>87,965.83</i>	<i>-3,659.17</i>
6	<i>Master Plan Development</i>	<i>61,784.17</i>	<i>-10,650.68</i>
	Add. Service: PC + CC Joint Session	7,810.00	
Subtotal		304,222.00	-14,309.85
7	<i>CEQA Documentation</i>	<i>185,708.00</i>	
7.0	<i>Task 7 Project Management and Meetings</i>	<i>7,700.00</i>	<i>+1,500.00</i>
7.1	Define Project and CEQA Strategy	3,180.00	
7.2	<i>Administrative Draft IS/MND</i>	<i>91,892.50</i>	<i>+16,910.50</i>
7.3	<i>Screencheck and Public Review Draft EIR, NOA</i>	<i>51,450.40</i>	<i>+19,532.90</i>
7.4	<i>Administrative Final and Final EIR and Findings/SOC</i>	<i>27,625.10</i>	<i>+4,546.45</i>
7.5	MMRP, NOC, and NOD	3,860.00	
8	<i>Final Master Plan / Adoption + EIR Certification</i>	<i>0.00</i>	<i>-5,160.00</i>
	Direct Costs	8,900.00	
Total		498,830.00	23,020.00