

RESOLUTION NO. 2013-109

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK TO AUTHORIZING AND APPROVING THE FIRST AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT WITH CSG CONSULTANTS, INC. FOR GENERAL MUNICIPAL ENGINEERING AND PLANNING SERVICES

WHEREAS; the City entered into a Consultant Services Agreement with CSG Consultants, Inc. for professional general municipal engineering services, development review services, and construction management/inspection services for the University District Specific Plan and other reimbursable City projects; and

WHEREAS; City and Consultant now desire to enter into a First Amendment of the Consultant Services Agreement to modify the Scope of Work and budget; and

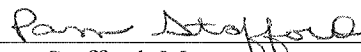
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rohnert Park that it does hereby authorize and approve the First Amendment of the Consultant Services Agreement by and between CSG Consultants, Inc. and the City of Rohnert Park for general municipal engineering and planning services, development review services, and construction management/inspection services for the University District Specific Plan and other reimbursable City projects;

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to execute this First Amendment for and on behalf of the City of Rohnert Park in substantially similar form to the agreement attached hereto as Exhibit "A", subject to minor modifications by the City Manager or City Attorney.


DULY AND REGULARLY ADOPTED this 23th day of July, 2013.



CITY OF ROHNERT PARK


Pam Stafford, Mayor

ATTEST:


JoAnne Buergler, City Clerk

Attachment – First Amended Agreement

AHANOTU: AYE BELFORTE: ABSENT MACKENZIE: AYE CALLINAN: AYE STAFFORD: AYE
AYES: (4) NOES: (0) ABSENT: (1) ABSTAIN: (0)

Exhibit A to Resolution

**FIRST AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT BETWEEN
THE CITY OF ROHNERT PARK AND CSG CONSULTANTS, INC.**

This First Amendment to the Consultant Services Agreement between the City of Rohnert Park ("City") and CSG Consultants, Inc. ("Consultant") for modifications ("First Amendment") is entered into as of the _____ day of _____, 2013, ("Effective Date"), by and between City and Consultant.

RECITALS

WHEREAS, City and Consultant are parties to that certain Consultant Services Agreement for professional general municipal engineering and planning services, development review services, and construction management/inspection services for the University District Specific Plan and other reimbursable projects ;and

WHEREAS, City and Consultant now desire to enter into this First Amendment to the Consultant Services Agreement to provide for modifications as described below.

AGREEMENT

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

1. Scope of Work. The existing Scope of Work and Schedule of Performance (Exhibit A) is hereby amended as follows:
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 Exhibit A adding Dave Dowsell to the project team to conduct specialized planning services at an hourly rate of \$110. per hour.
2. Compensation. Consultant shall perform the services described in this First Amendment for a total not-to-exceed amount of \$ 95,000.
3. Agreement in Effect. Except as amended by this First Amendment, the Agreement shall remain in full force and effect.
4. Counterpart Signatures. This First 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:

CONSULTANT:

By: _____ / _____
City Manager

By: _____ 17/9/13
Name: CHRIS KIANPOUR (Date)
Title: PRESIDENT

ATTEST:

By: _____ 17/9/13
Name: C.D. Rider (Date)
Title: Secretary

City Clerk

APPROVED AS TO FORM:

City Attorney

Exhibit A- Page 1 of 4

Scope of Work, Schedule of Performance, and Compensation

On-Call Professional Staff Augmentation Services Development Review, Land Use Planning

The City of Rohnert Park is looking to obtain part time, on-call professional services to assist the City's Development Services Department with land development review and land use planning.

DURATION OF SERVICES: Services will be needed for an indefinite period of time with work estimated to begin immediately, upon contract execution. The services of CSG Consultants Inc. (CSG) are to be completed not later than December 30, 2014, or as extended by written authorization by the Development Services Manager.

STAFFING: Mark Lander, P. E., will be assigned as the point of contact for the agreement. The staff which the City anticipates utilizing includes Mr. Mark Lander, who will be performing development review work and Mr. Dave Dowswell who will be performing land use planning activities. Should other CSG staff be needed, resumes will be provided for City review and concurrence. Work will involve both on-site and off-site efforts, and CSG will accommodate the City's needs in regards to this matter.

LEVEL OF EFFORT AND COMPENSATION: Total billing will not exceed the agreement amount of \$95,000. It is anticipated that a level of effort of approximately 2-4 days (16-32 hours) per week will be required during the term of this agreement as a mix between senior level development review, with a billing rate of \$160/hour and senior level land use planning with a discounted billable rate of \$110 per hour. CSG will increase or decrease weekly staffing efforts, as needed depending upon the amount of workload requested by the City and will only charge for actual time worked. It is our understanding that the City will augment the costs allowed under this agreement if needed to match future workload, and CSG is prepared to provide additional staffing hours as needed.

SCOPE OF SERVICES: Anticipated services to be provided include as-needed staff augmentation for development review and land use planning associated with land development activity in the City. It is anticipated that the majority of the work will involve the University District Specific Plan, but that other land development activity work may also be performed. Work may include but not be limited to the following activities:

Development Review

1. Review of new or proposed amendments to specific plans, tentative maps, planned development zoning, and other development entitlement applications.
2. Assist City with development of conditions of approval, development agreements, and other requirements associated with development applications. Assist City in negotiations with developers regarding terms of agreements or conditions.
3. Review and recommend approval of improvement plans, subdivision maps, and other documents. Review documents for conformance to approved tentative map, specific plans, and conditions of approval. Confirm that plans conform to City standard design criteria, including draft or proposed standards as needed, and infrastructure or other master plans.

Exhibit A- Page 2 of 4

Coordinate plan review with other City departments. Confirm that developer has obtained necessary permits or approvals from other public agencies as needed, and that plans conform to North Coast Regional Water Quality Control Board and Sonoma County Water Agency requirements for storm water treatment and retention.

4. Review and recommend approval of engineering bond estimates and subdivision guarantees. Assist staff in preparing subdivision improvement agreements, other agreements, and staff reports.
5. Work with and manage City's consultant reviewing hydrology to determine proper mitigations and needs to avoid increasing flooding risks to existing residents.
6. Work with and manage City's consultant reviewing hydrology and developer to submit required Conditional Letters of Map Revision (CLOMARs), and subsequent Letters of Map Revision (LOMARs) as needed.
7. Calculate and provide fees to developer. Provide fee offset information for proposed infrastructure to be developed under the Public Facilities Financing Plan (PFFP).
8. Provide analysis of water use and impact of well pumping use in the City.
9. Draft engineering reports and resolutions for Council approval as needed.
10. Meet with developers, consultants, or other agencies on behalf of staff.

Land Use and Strategic Planning

1. Formulation and review of plans for the development and management of urban areas, including Current Planning, Specific Area Planning and General Plan work.
2. Preparation or review of documents for compliance with applicable Federal, State, and agency standards including Planning, Zoning, Subdivision Ordinance and other applicable laws.
3. Comprehensive environmental public policy and project review pertaining to California Environmental Quality Act (CEQA) regulations and mitigation, state mandates and applicable laws.
4. Development and management of long range planning initiatives to assure compliance with regional and state mandates.
5. Processing and land use compatibility review of planning applications including subdivisions, redevelopment proposals, improvement plans, conditional use permits and variances.
6. Preparation of technical reports and presentations to neighborhood groups, Planning Commissions, City Councils.
7. Implementation and maintenance of GIS mapping and layering.

Hourly Rates

Services are billed on a time and materials basis according to our Standard Rates, shown below.

Professional Engineering Services - Hourly Rates	
Senior Principal Engineer	\$200
Principal Engineer	\$175
Project Manager	\$175
Senior Engineer	\$160
Senior Structural Engineer	\$160
Associate Engineer	\$140
Assistant Engineer	\$120
Design Supervisor	\$110
Senior CAD Designer	\$110
Engineering Technician	\$100
Resident Engineer	\$165
Assistant Resident Engineer / Office Engineer	\$140
Construction Inspector	\$130
Technical Writer / Graphic Designer	\$105
Administrative Support	\$85
Land Surveyors - 2 person crew	\$275
Expert Witness	\$305
Senior Planner	\$140
Associate Planner	\$120
Recycling Specialist	\$105
Fire Inspector	\$120
Deputy Fire Marshal	\$145
Building Inspector	\$120
Deputy Building Official	\$150

Rates reflect and include administrative costs and routine expenses such as local mileage, copying, fax, telephone, mail, in-house printing, software, and computer usage, etc. Reproduction and sub consultants are billed at cost plus 15%.

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Compensation

Key Personnel and Other Consultants, Specialists or Experts Employed by Design Professional

Title	Billing Rate
Mark Lander, P.E. Principal Engineer	\$160/ hour
Dave Dowswell, Senior Planner	\$110/hr