

## **RESOLUTION NO. 2014-065**

### **RESOLUTION OF THE CITY OF ROHNERT PARK AUTHORIZING AND APPROVING THE THIRD AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT WITH CSG CONSULTANTS, INC. FOR GENERAL ENGINEERING AND BUILDING PLAN CHECK CONSULTING SERVICES**

#### **RECITALS**

- A. City and Consultant are parties to that certain Agreement for Services for building plan check and general engineering services, development review services for building plan review and other reimbursable projects;
- B. Said Agreement, entitled "Agreement for Services Design Professional Services Agreement dated March 4, 2013, was authorized through City of Rohnert Park Purchasing Ordinance in the amount of \$45,000.
- C. City and Consultant entered into the First Amendment to the Agreement with CSG Consultants, Inc. dated July 23, 2013 for \$95,000 pursuant to Resolution No. 2013-109.
- D. City and Consultant entered into the Second Amendment to the Agreement with CSG Consultants, Inc. dated October 22, 2013 for \$150,000 pursuant to Resolution No. 2013-145.
- E. City and Consultant now desire to enter into this Third Amendment to provide for additional work as described below.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Rohnert Park that it does hereby authorize and approve the Third 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;

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


DULY AND REGULARLY ADOPTED this 24<sup>th</sup> day of June, 2014.



CITY OF ROHNERT PARK

  
Joseph T. Callinan, Mayor

ATTEST:

  
JoAnne Buergler, City Clerk

Attachment (Exhibit "A") – Third Amendment with exhibits to the agreement

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

## EXHIBIT "A" TO RESOLUTION

### THIRD AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT BETWEEN THE CITY OF ROHNERT PARK AND CSG CONSULTANTS INC.

This Third Amendment to Design Professional Services Agreement between the City of Rohnert Park ("City") and CSG Consultants, Inc., ("Consultant") for additional services ("Third 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 for Services for building plan check and general engineering services, development review services for building plan review and other reimbursable projects;
- B. Said Agreement, entitled "Agreement for Services Design Professional Services Agreement dated March 4, 2013, was authorized through City of Rohnert Park Purchasing Ordinance in the amount of \$45,000.
- C. City and Consultant entered into the First Amendment to the Agreement with CSG Consultants, Inc. dated July 23, 2013 for \$95,000 pursuant to Resolution No. 2013-109.
- D. City and Consultant entered into the Second Amendment to the Agreement with CSG Consultants, Inc. dated October 22, 2013 for \$150,000 pursuant to Resolution No. 2013-145.
- E. City and Consultant now desire to enter into this Third Amendment to provide for additional work as described below.

#### AGREEMENT

- 1. **Scope of Services.** In addition to the services provided under the Agreement, First Amendment and Second Amendment, Consultant shall provide additional services, including but not limited to, the preparation of necessary engineering reports and documents, development review, additional meetings and plan check services as described in the attached Exhibit A.
- 2. **Compensation.** Consultant shall perform the services described in this Second Amendment for a total not-to-exceed amount of \$150,000 at rates described in the attached Exhibit B.
- 3. **Agreement in Effect.** Except as amended by this Third Amendment, the Agreement shall remain in full force and effect.
- 4. **Counterpart Signatures.** This Third 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 Third 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 June 24, 2014.

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**CSG CONSULTANTS, INC.:**

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

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

**EXHIBIT A**  
**SCOPE OF SERVICES**

**Building Plan Check and Engineering Development Review Services**

**Building Plan Check Services:**

Consultant shall provide building plan check services as requested by the City on an as-needed basis. Plan check services shall be provided off-site, following the transmittal of plans to the Consultant by overnight courier. Turn-around time shall be no longer than 10-days for the initial review and 5-days for re-checks. If a review is overly complex and is anticipated to take longer than the maximum turnaround times, Consultant shall notify the City to negotiate additional time to ensure an appropriate level of review. Building Plan Check service may include the following items of work:

1. Provide preliminary plan review consultations by telephone, e-mail or in person, if necessary.
2. Perform initial plan review and all necessary rechecks of project plans and other related documents submitted in conjunction with applications for Building Permits to determine compliance with the adopted uniform codes, applicable laws, regulations and local ordinances. Services shall include, but not be limited to the review of the following, as applicable to each project: Architectural, Structural, Civil, Electrical, Mechanical and Plumbing plans, structural calculations, accessibility compliance, fire and life safety components, geotechnical reports, Green Building and Energy Code compliance, CASp compliance, review of documentation and deferred submittal items.
3. Provide recommendations and act as liaison to the Chief Building Official, or his designee, either by telephone, email or in person to ensure compliance with local Municipal Code requirements.
4. Provide the applicant and the City with a list of items needing clarification or modification to achieve conformance with the above regulations.
5. Maintain sufficient communication with the applicant either by telephone, email or by meeting in person.
6. Perform plan reviews of revisions to plans that have previously been approved for permit issuance or perform plan reviews of changes to plans prior to such approval.
7. Attend meetings related to proposed projects at the request of the City.
8. Provide the City with periodic plan review status reports for all projects assigned.
9. Perform additional services within the scope of the Consultants expertise, as determined to be necessary, and as assigned by the City.

Upon request, Consultant shall provide resumes (listing licenses and other credentials) of all candidates proposed to perform Building Plan Check services. The City retains the right to select or reject any or all candidates based upon a review of resumes and/or subsequent interviews.

Credentials include:

- Structural Engineers
- Civil Engineers
- Certified Plans Examiners
- Certified Building Inspectors
- Certified Building Official
- LEED Accredited Professional
- CASp Certification

### **Engineering Development Review Services:**

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

**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, 2015, 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. Additional CSG staff who will be utilized for the work include Frank Navarro, P.E., who will assist with plan review and Sophie Truong, P.E., P.L.S., who will perform map review. 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:** 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, with a billing rate of \$160/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 engineering development review 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:

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. 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.

Total billing will not exceed the agreement amount of \$ 150,000.

**EXHIBIT B  
FEE SCHEDULE**

CSG will invoice at the beginning of every month for services rendered during the previous month. Compensation shall be based upon a percentage of plan review fee collected by the City and assumes an initial submittal for plan check and two (2) re-submittals. Upon the 3<sup>rd</sup> re-submittal additional plan check fees based upon hourly rates shall apply. Structural and CASp reviews are also available based upon hourly rates. As part of the service provided (at no additional cost), CSG will coordinate the pickup and return of all plans via CSG staff or a licensed courier. Fees for proposed work are as follows:

**Percentage Fee Structure for Personnel**

Offsite plan review to be performed at 60% of the City's plan review fee.

**Hourly Fee Structure for Personnel**

PERSONNEL	ALL INCLUSIVE HOURLY RATE	ADDITIONAL FEES
Certified Building Official	\$120	N/A
Structural Plan Review (Structural Engineer)	\$110	N/A
Structural Plan Review (Professional Engineer)	\$110	
Certified Plan Reviewer (Building and Fire Life Safety Review)	\$90	
Certified Building Inspector	\$85	N/A
Permit Technician	\$65	N/A
CASp Consultation	No Charge	N/A
CASp Inspection	\$125	N/A
Overtime	1.5 x Hourly Rate	N/A

*Requests for expedited plan review will be reviewed with the City on a case by case basis.*

*All hourly rates include overhead costs including, but not limited to, salaries, benefits, Workers Compensation Insurance, office expenses, etc. Should the scope of work change or circumstances develop which necessitate special handling, we will notify the City prior to proceeding.*

*Overtime, weekend and holiday time will be billed at 1.5 times the hourly rates listed above. Annual adjustments may be made by mutual agreement based upon current CPI.*



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

Title	Billing Rate
Mark Lander, P.E. Principal Engineer	\$160/ hour
Frank Navarro, P.E., Senior Civil Engineer	\$160/ hour
Sophie Truong, P.E., P.L.S., Senior Civil Engineer	\$160/ hour

Additional CSG staff who may be utilized for services will be invoiced per the firm's 2014 Billing Rate Schedule (attached). Billing rates will not exceed \$160/ hour.

# 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	\$155
Assistant Resident Engineer / Office Engineer	\$125
Construction Inspector	\$110
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%.

Rates will remain effective through December 31, 2014