

## **RESOLUTION NO. 2015-143**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK AUTHORIZING AND APPROVING THE SIXTH AMENDMENT TO THE DESIGN PROFESSIONAL SERVICES AGREEMENT RE: CSG CONSULTANTS INC.**

**WHEREAS**, the City of Rohnert Park (City) and CSG Consultants, Inc. (Consultant), are parties to an agreement, entitled "Design Professional Services Agreement re: CSG Consultants, Inc." dated March 4, 2013, which was authorized through City of Rohnert Park Purchasing Ordinance in the amount of \$45,000; and

**WHEREAS**, because of the ongoing volume of new development applications being processed by the City, City and Consultant entered into the following amendments to the agreement:

- First Amendment dated July 23, 2013 for \$95,000 pursuant to Resolution No. 2013-109
- Second Amendment dated October 22, 2013 for \$150,000 pursuant to Resolution No. 2013-145
- Third Amendment dated June 30, 2014 for \$150,000 pursuant to Resolution No. 2014-065
- Fourth Amendment dated February 10, 2015 for \$145,000 pursuant to Resolution No. 2015-020
- Fifth Amendment dated April 14, 2015 for \$100,000 pursuant to Resolution No. 2014-067

**WHEREAS**, the City continues to process development applications with which the Consultant is uniquely familiar and the City and Consultant now desire to enter into this Sixth Amendment to provide for ongoing engineering review of development applications; and

**WHEREAS**, the cost of the Consultant's services are reimbursed to the City by various applicants for processing their applications and do not represent a cost to the City's general fund or any other City fund.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Rohnert Park that it does hereby authorize and approve the Sixth Amendment to the Design Professional Services Agreement re: CSG Consultants Inc., a California Corporation and the City of Rohnert Park, a municipal corporation, for general engineering services.

**BE IT FURTHER RESOLVED** that the City Manager is hereby authorized and directed to take all actions to effectuate this amendment for and on behalf of the City of Rohnert Park, including execution, if necessary, in substantially similar form to the amendment attached hereto as Exhibit "A," subject to minor modifications by the City Manager or City Attorney.

**BE IT FURTHER RESOLVED** that upon receipt of developer reimbursements, the Finance Director is authorized to make appropriations and increase budgeted revenue as necessary to cover the costs of the contract amendment.


**DULY AND REGULARLY ADOPTED** this 8<sup>th</sup> day of September, 2015.

**CITY OF ROHNERT PARK**



Amy O. Ahanotu, Mayor

**ATTEST:**



JoAnne M. Buerger, City Clerk

Attachment: Exhibit A

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

EXHIBIT A TO RESOLUTION

**SIXTH AMENDMENT TO THE DESIGN PROFESSIONAL SERVICES AGREEMENT  
re: CSG CONSULTANTS INC.**

This Sixth Amendment to the Agreement between the City of Rohnert Park ("City") and CSG Consultants, Inc. ("Consultant"), for additional services ("Sixth Amendment") is entered into as of the \_\_\_\_\_ day of September, 2015, ("Effective Date"), by and between City and Consultant.

**RECITALS**

- A. City and Consultant are parties to an agreement entitled "Design Professional Services Agreement re: CSG Consultants" dated March 4, 2013, which was authorized through City of Rohnert Park Purchasing Ordinance in the amount of \$45,000.
- B. 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.
- C. 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.
- D. City and Consultant entered into the Third Amendment to the Agreement with CSG Consultants, Inc., dated June 30, 2014, for \$150,000 pursuant to Resolution No. 2014-065.
- E. City and Consultant entered into the Fourth Amendment to the Agreement with CSG Consultants, Inc., dated February 10, 2015 for \$145,000 pursuant to Resolution No. 2015-020.
- F. City and Consultant entered into the Fifth Amendment to the Agreement with CSG Consultants, Inc., dated April 14, 2015 for \$100,000 pursuant Resolution No. 2015-067.
- G. City and Consultant now desire to enter into this Sixth 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. Consultant shall provide additional services as described in the attached Exhibit A.
- 2. Compensation. Consultant shall perform the services described in this Sixth Amendment for a total not-to-exceed amount of \$150,000.
- 3. Time of Performance. The work described in Exhibit A shall be completed by March 1, 2016, unless extended in writing by the City Engineer or his/her designee.
- 4. Agreement in Effect. Except as amended by this Sixth Amendment and all previous Amendments, the Agreement shall remain in full force and effect.
- 5. Counterpart Signatures. This Sixth 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 Sixth Amendment as of the date first written above.

*(signatures on next page)*

**CITY OF ROHNERT PARK:**

**CSG CONSULTANTS INC:**

By: \_\_\_\_\_ / \_\_\_\_\_  
Darrin Jenkins, City Manager (Date)  
Per Resolution 2015-\_\_\_\_\_ adopted by the Rohnert Park City  
Council at its meeting of September 8, 2015.

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

**ATTEST:**

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

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

**APPROVED AS TO FORM:**

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

**EXHIBIT A TO SIXTH AMENDMENT  
SCOPE OF SERVICES**

**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 March 1, 2016.

**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 be assisting with plan review and Sophie Truong, P.E., P.L.S., who will be performing 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 in accordance with the attached rate schedule. The named staff (Lander, Navarro and Truong) will bill at a rate not higher than \$165/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. 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 and Southeast Specific Plan Areas, but ongoing land development activity in the Stadium Lands and Wilfred Dowdell Specific Plan Areas, and work on new applications 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 and City of Santa Rosa requirements for recycled water use.

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. As requested, work with and manage City's consultant reviewing hydrology to determine proper mitigations and needs to avoid increasing flooding risks to existing residents.
6. As requested, 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. As requested, calculate and provide fees to developer. Provide fee offset information for proposed infrastructure to be developed under the Public Facilities Financing Plan (PFFP).
8. As requested, 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 under this amendment will not exceed \$ 150,000.

**EXHIBIT B TO SIXTH AMENDMENT  
FEE SCHEDULE**

CSG will invoice at the beginning of every month for services rendered during the previous month. Compensation shall be based upon hourly rates based on the CSG's rate schedule, with the exception that rates will not exceed \$165 per hour. 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 staff are as follows:

Title	Billing Rate
Mark Lander, P.E. Principal Engineer	\$165/ hour
Frank Navarro, P.E., Senior Civil Engineer	\$165/ hour
Sophie Truong, P.E., P.L.S., Senior Civil Engineer	\$165/ hour

Additional CSG staff will be invoiced per the firm's 2015 Billing Rate Schedule below.

<b>Professional Engineering Services – Hourly Rates</b>	
Senior Principal Engineer, Principal Engineer	\$165
Principal Engineer	\$165
Project Manager	\$165
Senior Engineer	\$165
Senior Structural Engineer	\$165
Associate Engineer	\$145
Assistant Engineer	\$125
Design Supervisor	\$115
Senior CAD Designer	\$115
Engineering Technician	\$105
Resident Engineer	\$160
Assistant Resident Engineer / Office Engineer	\$130
Construction Inspector	\$115

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%. Hourly rates will remain effective through December 31, 2015, for the following staff: Associate Engineer, Assistant Engineer, Design Supervisor, Senior CAD Designer, Engineering Technician, Resident Engineer, Assistant Resident Engineer/Office Engineer, and Construction Inspector. Hourly rates for Senior Principal Engineer, Principal Engineer, Project Manager, Senior Engineer, and Senior Structural Engineer will remain at \$165/hour through the expiration date of the amendment.

*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 negotiate and agree upon applicable rates with the City prior to proceeding.*