

RESOLUTION NO. 2016-52

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE MASTER SERVICE AGREEMENTS WITH BRELJE & RACE, W-TRANS, GREEN VALLEY CONSULTING ENGINEERS, CINQUINI & PASSARINO, INC., AND MOE ENGINEERING

WHEREAS; the City currently has Master Agreements set up with several firms, including Brelje & Race Consulting Civil Engineers, W-Trans, Green Valley Consulting Engineers, Cinquini & Passarino, Inc, and Moe Engineering; and

WHEREAS, the purpose of having Master Agreements in place is to provide efficient access to consultant services with terms and conditions already established; and

WHEREAS, the current Master Agreements allow Staff to issue Task Orders for amounts up to \$45,000; and

WHEREAS, the Master Agreements were intended to allow Staff to direct small amounts of work under the Master Agreements directly, and to issue Task Orders with individually approved limits separately; and

WHEREAS, the current Master Agreements do not meet their intended use because they do not allow Staff to direct work under the Agreement directly, and only allows for the City to issue Task Orders up to \$45,000; and

WHEREAS, Staff would like to amend the Master Agreements to allow Task Orders for any amount, as approved on a project basis, and direct work with consultants for an amount up to \$15,000 directly under the Master Agreement; and


WHEREAS, Whether working under these Master Agreements or a Task Order, the services of the Consultant shall not commence without a written notice to proceed from the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rohnert Park that the Master Services Agreement Amendments, which are attached hereto and included collectively as Attachment A, is hereby approved, subject to minor modification by the City Manager or City Attorney.

BE IT FURTHER RESOLVED by the City Council of the City of Rohnert Park that it does hereby authorize the City Manager to execute the master agreement amendments by and between Brelje & Race Consulting Civil Engineers, a California Corporation, W-Trans, a California Corporation, Green Valley Consulting Engineers, a California Corporation, Cinquini & Passarino, Inc., a California Corporation, Moe Engineering, a California Corporation, and the City of Rohnert Park, a municipal corporation, for various private and public projects for design, construction management, consulting, and other services as needed.


DULY AND REGULARLY ADOPTED this 14th day of June, 2016

CITY OF ROHNERT PARK



Gina Belforte, Mayor

ATTEST:



Caitlin Saldanha, Deputy City Clerk

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

**FIRST AMENDMENT TO THE MASTER CONSULTANT SERVICES AGREEMENT
WITH _____**

This First Amendment to the Agreement between the City of Rohnert Park ("City") and _____, ("Consultant") to revise the terms of compensation ("First Amendment") is entered into as of the _____ day of _____, 2016, ("Effective Date"), by and between City and Consultant.

RECITALS

- A. City and Consultant are parties to that certain Master Agreement entitled "*Master Agreement For Consultant Services*" dated March 1, 2016, and authorized through Resolution No. 2016-16 approved by the City Council on February 23, 2016.
- B. City and Consultant now desire to enter into this First Amendment to revise the terms of compensation as described below.

AGREEMENT

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

- 1. **Amendment.** Paragraph 4: "Compensation and Method of Payment", section A: "Compensation" of the Agreement shall be deleted in its entirety from the Agreement and shall be replaced to read as follows:

"The compensation to be paid to Consultant, including both payment for professional services and reimbursable expenses, shall: (1) for services provided directly under this Agreement be at the rate and schedules more particularly described in Exhibit B, attached hereto and incorporated by this reference, or (2) for services authorized by Task Orders, be at the rate and schedules specified by said Task Order. However, in no event shall the amount City pays to Consultant for services provided directly under this Agreement exceed fifteen thousand dollars (\$15,000.00); nor shall the amount City pays to Consultant for work done by Task Order exceed the total compensation specified by the Task Order. Whether working under this Master Agreement or a Task Order, the services of the Design Professional shall not commence without a written notice to proceed from the City. City's obligation to pay compensation to Consultant as provided herein is contingent upon Consultant's compliance with the terms and conditions of this Agreement and any amendments thereto. Payment by City under this Agreement shall not be deemed a waiver of unsatisfactory work, even if such defects were known to the City at the time of payment. City shall pay Consultant as compensation in full for such services and expenses for the different elements of the scope of work as follows:

- 2. **Exhibits.** Exhibit B to the Agreement, described by the amended Paragraph 4(A), is attached hereto and incorporated by this reference.
- 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.

Attachment A

IN WITNESS THEREOF, the parties have executed this First Amendment as of the date first written above.

CITY OF ROHNERT PARK:

CONSULTANT:

By: _____ / _____
Darrin Jenkins, City Manager (Date)
Per Resolution No. 20____ - ____ adopted by the Rohnert Park
City Council at its meeting of June 14, 2016.

By: _____ / _____
Name: _____ (Date)
Title: _____

ATTEST:

City Clerk

By: _____ / _____
Name: _____ (Date)
Title: _____

APPROVED AS TO FORM:

City Attorney



EXHIBIT B
SERVICES RATE SCHEDULE
EFFECTIVE MARCH 1, 2016

PROFESSIONAL SERVICES

Senior Principal.....	\$195.00/hour
Associate Principal.....	170.00/hour
Associate.....	155.00/hour
Senior Engineer.....	155.00/hour
Engineer.....	140.00/hour
Engineering Technician.....	120.00/hour
Senior Planner.....	140.00/hour
Planner.....	110.00/hour
Senior Surveyor.....	140.00/hour
Surveyor.....	125.00/hour
Survey Technician.....	115.00/hour
CAD Technician.....	115.00/hour
Construction Engineer.....	135.00/hour
Construction Technician 2.....	120.00/hour
Construction Technician 1.....	100.00/hour
Technical Writer.....	90.00/hour

EXPERT WITNESS & MEDIATION SERVICES

\$350.00/hour

FIELD SURVEYING

One-man Party (Including Survey Equipment & Vehicle)	\$175.00/hour
Two-man Party (Including Survey Equipment & Vehicle)	\$230.00/hour
Three-man Party (Including Survey Equipment & Vehicle)	\$285.00/hour

CLERICAL SERVICES

\$70.00/hour

OUTSIDE CONSULTANTS

Cost + 10% Handling Charge

OUTSIDE PLOTTING AND REPRODUCTION

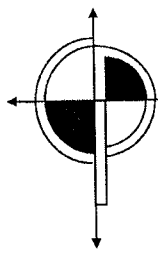
Cost + 10% Handling Charge

IN-HOUSE PLOTTING

Vellum or Bond	\$8.00/sheet
Mylar	20.00/sheet

Note

Brelje & Race does not charge separately for many of the expenses that are traditionally recouped from the Client as "reimbursable". The hourly rates listed above are inclusive of all expenses for vehicle mileage, surveying materials, incidental copying services and computer hardware, software and other information technology costs.



CINQUINI & PASSARINO INC.
LAND SURVEYING

▲ BOUNDARY ▲ TOPOGRAPHIC ▲ CONSTRUCTION ▲ SUBDIVISIONS

EXHIBIT "B"
HOURLY FEE SCHEDULE
FEBRUARY 1, 2016 TO JUNE 30, 2017

OFFICE AND PROFESSIONAL

Professional Land Surveyor (4 HOUR MINIMUM) EXPERT WITNESS, DEPOSITIONS & CONSULTATIONS	\$400.00 per hour
Professional Land Surveyor LEGAL RESEARCH & COURT EXHIBITS	\$215.00 per hour
Principal Professional Land Surveyor	\$170.00 per hour
Senior Professional Land Surveyor	\$170.00 per hour
Professional Land Surveyor	\$145.00 per hour
Staff Surveyor	\$117.00-\$125.00 per hour
CAD Technician	\$110.00-\$120.00 per hour (<i>PLUS MATERIAL</i>)
Word Processing, Clerical and Deliveries	\$ 90.00 per hour

FIELD CREWS

THE FOLLOWING INCLUDES VEHICLES, EQUIPMENT, MILEAGE & MATERIAL

1 Person Field Party	\$165.00 per hour
1 Person GPS Party	\$220.00 per hour
2 Person Field Party FIELD CREW CONSISTS OF PARTY CHIEF & CHAINMAN	\$250.00 per hour
3 Person Field Party FIELD CREWS CONSIST OF PARTY CHIEF, 2 CHAINMEN OR CHAINMAN & FLAGPERSON.	\$340.00 per hour
4 - Person Field Party FIELD CREWS CONSIST OF PARTY CHIEF, 3 CHAINMEN OR CHAINMAN & 2 FLAGPERSONS.	\$390.00 per hour

SUPPLEMENTAL ITEMS

Outside Contract Work	Cost plus 15%
Overtime Work	1.3 x base rate
Over 8 Hours on Saturday, all day on Sundays or Holiday	1.5 x base crew rate
Travel Time for 2-Man Crew	\$110.00 per hour

EXHIBIT B

Compensation

Rates and Schedules

[See attached page.]

Exhibit B



Restoring Yesterday . . . Creating Tomorrow

municipal engineering
civil engineering
construction management
land surveying

FEE SCHEDULE

GREEN VALLEY CONSULTING ENGINEERS

Hourly Rates (Effective July 2015)

Principal	\$220
Project Manager	\$150-\$220
Project Engineer	\$135-\$200
Staff Engineer	\$125-\$165
Survey Crew	\$190-\$215
Professional Land Surveyor	\$140
Construction Manager	\$135-\$185
Construction Inspector	\$115-\$150
Construction Inspector II Overtime	\$160
Construction Inspector II Night	\$165
Prevailing Wage Overtime	\$160
Prevailing Wage Double Overtime	\$190
Prevailing Wage Night	\$165
Prevailing Wage Night OT	\$190
Prevailing Wage Night OT Double	\$210
Field Personnel	\$95-\$125
CAD Technician	\$115-\$145
Administration/Word Processing	\$70-\$85

Employee time will be billed in accordance with the fees listed above. For non-professional employees, time spent over 8 hours per day, time spent on evening or night shifts, and time spent on Saturdays will be charged at 1.5 times the hourly billing rate. Time spent in excess of 12 hours a day or work performed on Sundays or holidays will be charged at 2.0 times the hourly billing rate. All field personnel charges are portal to portal. Professional employees will not be charged out at premium charge rates for overtime work.

Use of Company-Owned Equipment and Specialized Supplies

The cost of using company-owned equipment and specialized supplies is included in the hourly rates billed to our projects.

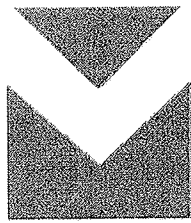
Miscellaneous External Expenditures

Miscellaneous external expenditures, such as those costs associated with blueprints, and reproduction of originals will be billed at the actual cost plus 15%. Subconsultant charges will be billed at cost plus 10%. Mileage will be charged at current IRS allowed rate.

Construction Inspection and Construction Management Vehicle Rates

Hourly Rate (up to 8 hours)	\$10.00/hour
Daily Rate (8 or more hours)	\$80.00/day to \$100.00/day

EXHIBIT "B"



MOE
ENGINEERING, INC.

FEE SCHEDULE

Effective 2016

Principal	\$180.00/hour
Senior Engineer	\$145.00/hour
Land Surveyor	\$145.00/hour
Assistant Engineer	\$135.00/hour
Engineering/Survey Technician	\$125.00/hour
Drafting Technician	\$110.00/hour
Field Survey Crew (2-person)	\$280.00/hour

All charges and fees including the cost of prints, copies, travel, telephone toll charges and other non-labor related expenses paid by this firm to others on behalf of the client shall be billed at the cost of the charge or fee plus 15% handling and accounting fee. All invoices are due within 30 days of the date of the invoice.

Initial



Exhibit B: Fee Schedule

2016 Staff Billing Rates


Position	Billing Rate (per hour)
Principal	\$200 – \$240
Associate Principal	\$180 – \$200
Senior Engineer/Planner	\$160 – \$180
Engineer/Planner	\$125 – \$145
Associate Engineer/Planner	\$110 – \$125
Assistant Engineer/Planner	\$90 – \$110
Technician/Administrative	\$85 – \$90
Intern	\$30 – \$80
Field Technician	\$20 – \$40

2016 Expense Charges

Item	Charge
Mileage	\$0.59/mile*
Services and Expenses	10% surcharge

These rates are valid for work initiated prior to December 31, 2016. Work initiated after January 1, 2017, and any subsequent year may be billed at the revised rates established for that year.

* Mileage charge will be based on the IRS Standard Mileage Rate (set at \$0.54 for January through June 2016) plus 10 percent, rounded to the nearest cent.


Dalene J. Whiltock, President


Mark E. Spencer, Vice President