

AMENDMENT NO. 5

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

AGREEMENT DATED SEPTEMBER 22, 2015

BETWEEN CITY OF CHICO

AND

OMNI-MEANS, LTD.  
Consultant

DEVELOPMENT IMPACT FEES ANALYSIS AND  
RECOMMENDATIONS (NEXUS STUDY)  
Project Title

MAJNC/28921-000-4800  
Budget Account No.

**THIS PROFESSIONAL SERVICES AGREEMENT AMENDMENT** (Amendment) is entered into on March 2, 2018 between the City of Chico, a municipal corporation under the laws of the State of California (City), and Omni-Means, Ltd., (Consultant). On September 22, 2015, City and Consultant entered into "City of Chico - Professional Services Agreement" (Agreement). On January 30, 2017, City and Consultant entered into Amendment No. 1 to the Agreement. On April 19, 2017, City and Consultant entered into Amendment No. 2 to the Agreement. On July 3, 2017, City and Consultant entered into Amendment No. 3 to the Agreement. On September 12, 2017, City and Consultant entered into Amendment No. 4 to the Agreement. The provisions of the Agreement are hereby amended as follows:

1. Exhibit C is hereby superseded and replaced by revised Pages C1-R5 through C3-R5.
2. All other provisions of the Agreement shall remain in full force and effect.

CITY:

Mark Orme (8)  
Mark Orme, City Manager\*

CONSULTANT:

Mark Orme Omni-Means, Ltd.  
By: Senior Manager  
Title  
1/29/18

\*Authorized pursuant to Section 3.08.060 of the Chico Municipal Code.



APPROVED AS TO FORM:



Vincent C. Ewing, City Attorney\*

\*Pursuant to The Charter of the  
City of Chico, Section 906(D)

REVIEWED AS TO CONTENT:



Scott Dowell, Administrative Services Director\*

\*Reviewed by Finance and Information Systems

APPROVED AS TO CONTENT:



Brendan Ottoboni – Public Works Director -  
Engineering

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CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

OMNI-MEANS, LTD  
Architect/Consultant/Engineer

DEVELOPMENT IMPACT FEES ANALYSIS AND  
RECOMMENDATIONS (NEXUS STUDY)  
MAJNC/28921-000-4800  
Project Title/Budget Account No.

AMENDED  
EXHIBIT C

COMPENSATION

Compensation for the services shall be in accordance with the following schedule of hourly rates. Total maximum compensation for the services outlined herein shall not exceed ~~\$220,000.00, \$250,000.00, \$286,000.00, \$296,000.00, \$306,000.00,~~ \$336,000.00.

Compensation shall be based upon actual invoices received and shall be paid in accordance with the completion of each task as follows:

Task 1 – Project Coordination, Management, and Meetings	\$ 43,728.00
Task 2 – Data Collection	\$ 18,472.00
Task 3 – Development Projections	\$ 9,328.00
Task 4 – Project Identification and Cost Analysis	\$ 72,090.00
Task 5 – Cost Calculations/Cost Allocations	<u>\$ 49,382.00</u>
Subtotal:	\$193,000.00
Task 6 – Nexus Study Update Report ( <i>Optional</i> ) ( <i>If authorized by the City in writing</i> )	<u>\$ 27,000.00</u>
Total:	\$220,000.00

Amendment No. 1:

- Task E-1 – Completion of Public Review Drafts  
Budget Range \$5,000-\$6,000
- Task E-2 – Meeting, Public Hearing and Follow-up Revisions  
Budget Range \$10,000-\$35,000
- Task E-3 – Fire and General Government & Storm Drainage

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CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

OMNI-MEANS, LTD  
Architect/Consultant/Engineer

DEVELOPMENT IMPACT FEES ANALYSIS AND  
RECOMMENDATIONS (NEXUS STUDY)  
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Budget Range \$5,000-\$6,000
- Task E-2 – Meeting, Public Hearing and Follow-up Revisions  
Budget Range \$10,000-\$35,000
- Task E-3 – Fire and General Government & Storm Drainage

Budget Range \$20,000-\$25,000

Amendment No. 1 Total: \$ 30,000.00

The level of effort is not known at this time, so as the initial budgeted amount is approached a budget augmentation may be required.

Amendment No. 2:

Task E-2 – Meeting, Public Hearing and Follow-up Revisions Increasing compensation from \$12,000 to \$35,000	\$23,000.00
Task E-3 – Fire and General Government & Storm Drainage Increasing compensation from \$12,000 to \$25,000.	<u>\$13,000.00</u>
Amendment No. 2 Total:	\$36,000.00

Amendment No. 3:

Task E-2 – Meetings, public hearings and follow-up revisions and updates. Technical support for Finance Committee Meeting, documents completed. Additional services needed for City Council hearings. Increase Compensation from \$35,000.00 to \$42,000.00.	\$ 7,000.00
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Task E-3 – Preparation and completion of the Fire, General Government and Storm Drainage Fee Updates. Fire and General Government drafts complete. Further progress On Storm Drainage. Increase Compensation from \$25,000.00 To \$28,000.00.	<u>\$ 3,000.00</u>
Amendment No. 3 Total:	\$10,000.00

Amendment No. 4:

Task E-3 – Fire and General Government & Storm Drainage Increasing compensation from \$28,000 to \$38,000.00.	<u>\$10,000.00</u>
Amendment No. 4 Total:	\$10,000.00

Amendment No. 5:

<b>Additional services needed for the continuing requests for research and report preparations in response to public input.</b>	<u><b>\$30,000.00</b></u>
<b>Amendment No 5 Total:</b>	<b>\$30,000.00</b>

**Agreement Total: \$336,000.00**

Omni-Means, Ltd.  
Hourly Rate Schedule

Project Manager (1 – 4)	\$125.00 to \$265.00/Hour
Resident Engineer (1 – 3)	\$144.00 to \$206.00/Hour
Engineer (1 – 5)	\$84.00 to \$242.00/Hour
Traffic Engineer (1 – 5)	\$84.00 to \$242.00/Hour
Planner (1 – 5)	\$58.00 to \$180.00/Hour
Landscape Architect (1 – 4)	\$71.00 to \$190.00/Hour
Office Surveyor (1 – 4)	\$58.00 to \$180.00/Hour
Field Surveyor (1 – 4)	\$58.00 to \$180.00/Hour
Field Inspector (1 – 4)	\$58.00 to \$180.00/Hour
Graphic Artist (1 – 3)	\$58.00 to \$104.00/Hour
Designer (1 – 3)	\$74.00 to \$157.00/Hour
Technician (1 – 4)	\$52.00 to \$126.00/Hour
Clerical (1 – 3)	\$34.00 to \$93.00/Hour
Intern (1 – 3)	\$34.00 to \$62.00/Hour
One-Person Survey Crew	\$160.00 to \$180.00/Hour
Two-Person Survey Crew	\$129.00 to \$269.00/Hour
Three-Person Survey Crew	\$165.00 to \$335.00/Hour

**Reimbursable Charges:** Include, but are not limited to, in-house reproduction, travel subsistence, special consultants, outside purchases and services, and other subcontracts. These are charged at 1.10 x cost.

**Billing Rates:** Include overhead, equipment, space rental, etc. Billing rates are subject to increases due to union agreements and salary increases. Principal's time on projects is chargeable up to \$335.00 per hour.

**Expert Witness Rates:** Deposition and trial testimony: \$350.00 per hour, four-hour minimum. Meetings and preparation are at normal professional staff rate.