

AMENDMENT NO. 1

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

AGREEMENT DATED MARCH 7, 2023

BETWEEN CITY OF CHICO

AND

DOKKEN ENGINEERING
Architect/Consultant/Engineer

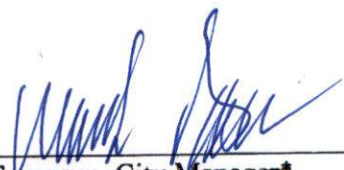
SANITARY SEWER EASEMENT DEDICATION
Project Title

008-000-8800/50424-008-4130
Budget Account Number

THIS PROFESSIONAL SERVICES AGREEMENT AMENDMENT (Amendment) is entered into on MAY 17, 2023, between the City of Chico, a municipal corporation under the laws of the State of California (City), and Dokken Engineering, (Consultant). On March 7, 2023, City and Consultant entered into "City of Chico - Professional Services Agreement" (Agreement). The provisions of the Agreement are hereby amended as follows:

1. Exhibit A is hereby superseded and replaced by revised Pages A1-R1 attached hereto.
2. Exhibit B is hereby superseded and replaced by revised Pages B1-R1 through B5-R1 attached hereto.
3. Exhibit C is hereby superseded and replaced by revised Pages C1-R1 through C2-R1 attached hereto
4. All other provisions of the Agreement shall remain in full force and effect.

CITY:



Mark Sorensen, City Manager*

CONSULTANT:


By: _____
Title President

*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:



Barbara Martin, Administrative Services Director*

*Reviewed by Finance and Information Systems

APPROVED AS TO CONTENT:



Brendan Ottoboni, Public Works Director,
Engineering

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EXHIBIT A

Amendment No. 1 services in bold:

DESCRIPTION OF PROJECT

The City proposes to obtain a Sanitary Sewer Easement Dedication for parcel 040-400-092, **040-400-100, and 040-400-096** for the Honey Run Trunk Sewer facility. The purpose of this development is to connect the Honey Run Trunk Sewer to the Southeast Trunk Sewer through a Highway 99 crossing near Speedway Lane. ~~In the event federal funds are used for this project, appraisal reviews shall be required.~~

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SCOPE OF PROFESSIONAL SERVICES - BASIC; COMPLETION SCHEDULE

Amendment No. 1 services in bold:

Scope of Professional Services - Basic

The Consultant shall provide professional services as follows:

PROJECT MANAGEMENT AND COORDINATION SERVICES

To eliminate any unforeseen issues, the Consultant's team shall work closely with applicable funding sources to ensure all changes regarding certification, documentation, and procedures are implemented. By coordinating efforts with the appropriate funding source, the Consultant ensures that all current documentation and procedures are used for right of way efforts for local public agency projects.

Consultant shall do the following once a task is assigned:

- Attain title ~~report~~ **reports**;
- Review title ~~report~~ **reports** and implement solutions for items that may affect title or cause a delay in escrow;
- Provide all gathered information to the appraiser and attain a detailed timeline to complete the assigned task;
- Monitor progress and provide any additional information to the designated appraiser;
- Review report supplied by the appraiser for quality assurance;
- Provide draft ~~report~~ **reports** to the review appraiser for final review and recommendations (if required);
- Prepare draft acquisition documentation for City review and approval;
- Provide final appraisal ~~report~~ **reports**, appraisal ~~review~~ **reviews** (if required), and acquisition documentation to the City for final review;
- Prepare staff report for approval of just compensation;

- Make ~~offer~~ **offers** in person to property owner;
- Attain executed acquisition documentation from affected property ~~owner~~ **owners**;
- Provide possession documentation in lieu of purchase contract;
- Supply condemnation support, if required;
- Deliver fully executed documentation to escrow/title officers to close escrow and provide title insurance;
- Coordinate the close of escrow and provide original copy of acquisition ~~file~~ **files** to the City;
- Provide the City with original acquisition ~~file~~ **files**.

PROJECT TRACKING TABLE

Consultant shall maintain the project tracking table and ensure that it is sent to the City on the regularly requested schedule. As a component of effective project management and to keep the project on schedule and the City current with acquisition data, a project tracking table shall be created. This table shall outline milestones and supply completion dates, comments, and any additional information the City may request.

Deliverables: Project Tracking Table

OBTAIN TITLE REPORT/TITLE RESEARCH

Consultant shall obtain ~~one (1) title report~~ **three (3) title reports** for this project. The Consultant's right of way team shall perform all necessary research for the parcel being acquired. Agents may resolve or oversee resolution of problems relating to unusual circumstances regarding title or ownership and uncover any flaws, noting any exceptions pertaining to property such as mortgage liens, restrictions, easements, and rights of way.

*Deliverables: ~~1 Preliminary Title Report~~ **3 Preliminary Title Reports***

APPRAISAL PROCESS

~~One (1) appraisal report~~ **Three (3) appraisal reports** shall be completed by a licensed General Real Estate Appraiser. The notice of intent to appraise ~~letter~~ **letters**, along with acquisition policy brochures shall be provided to the impacted property ~~owner~~ **owners**. The ~~appraisal~~ **appraisals** shall be arranged so that the property owner may accompany the appraiser during the inspection of the property. This allows the property ~~owner~~ **owners** the opportunity to provide additional information to the appraiser.

All appraisals shall be prepared by an appraiser licensed with the State of California and shall comply with all laws applicable to the specific appraisal and the Uniform Standards of Professional Appraisal Practice 49 CFR 24.2(a)(3). Appraisals shall include a summary and a complete analysis for all valuation conclusions. Documentation obtained during the inspection, such as pictures, shall be included in each report. Title information pertaining to ownership, drawings, and information relative to the parcel shall be reviewed by the appraiser.

*Deliverables: ~~1 Appraisal Report~~ **3 Appraisal Reports***

OBTAIN APPRAISAL REVIEW REPORT

~~One (1) appraisal review report~~ **Three (3) appraisal review reports** shall be completed by a Certified General Real Estate Appraiser. Upon acceptance and approval of the property appraisal, an independent appraisal review shall be complete by the Consultant's subconsultant. The review includes inspecting sales to determine comparability, reviewing appraisal for conformance to Uniform Standards of Professional Appraisal Practice, reviewing "highest and best use" conclusions, examining valuation methods, analyzing exhibits, checking mathematical calculations, and preparing a narrative report that describes the review process and sets forth the reasoning behind the review. An appraisal review is recommended to ensure that the appraisal is based on sound appraisal theory, contains appropriate documentation to support the appraisers' conclusions, and complies with regulatory codes. A recommendation of just compensation is then made based on the reviewed, collected, assembled, correlated, and analyzed data.

Deliverables: ~~1 Appraisal Review Report~~ 3 Appraisal Review Reports

SUMMARY STATEMENT

Consultant shall complete a Summary Statement Relating to the Purchase of Real Property or and Interest Therein (Caltrans Exhibit 8-EX-16) for each property. This document shall be delivered to property owners with the offer package during the initial meeting.

Deliverables: Summary Statement Relating to the Purchase of Real Property or an Interest Therein (Caltrans Exhibit 8-EX-16)

NEGOTIATIONS FOR RIGHT OF WAY

~~One (1) parcel~~ **Three (3) parcels** shall require acquisition services. All "Good Faith Negotiations" shall be completed by the Consultant's Right of Way Team. After completion of the appraisal process and just compensation determination, Consultant shall prepare the offer ~~package~~ **packages** and meet with all owners in person to present and explain the offer package details. The offer ~~package~~ **packages** shall include the offer letter, written summary of just compensation with supporting appraisal information, property owner exhibit showing property map with right of way take locations, Title VI information, and "Your Property – Your Transportation Project" booklet. Consultant shall negotiate with the property ~~owner~~ **owners** to arrive at a mutually agreeable settlement and prepare necessary purchase agreements such as Grant Deeds, Easement Deeds, and Temporary Construction Easement Deeds. Consultant shall obtain receipt of delivery of offer and/or present and secure tenant information statements, as applicable, during the initial meeting.

Consultant shall contact or attempt to contact the property ~~owner~~ **owners** at least six (6) times within the first sixty (60) days of approval to proceed and shall make additional contacts by phone, e-mail, or through the postal service.

Consultant shall work closely with the City to aid in the recommendation of the appropriate course of action should the property owner request additional compensation and/or services beyond the initial offer package. The recommended settlement package with justification and

impasse letters shall be provided to the City for review. Working with the property owner to agreeable terms will be the Consultant's focus. There may be situations where condemnation is unavoidable, such as clouds in the title. In the event the City will need to attain property through the condemnation process, the Consultant shall assist in the preparation of all necessary condemnation reports, letters, and packages.

Additionally, the Consultant shall attend, at the request of the City, and Public Community Meetings regarding the project.

Consultant's Right of Way Agents hold California Real Estate Salesperson's Licenses and are working under the direct supervision of a California Real Estate Licensed Broker.

Deliverables: Right of Way Agreement, Sanitary Sewer Easement Dedication, Administrative Settlement, Diary, Written Summary of Acquisition, Impasse Letters

ESCROW COORDINATION

Upon reaching an agreement on the terms and conditions of the acquisition with the property owner, the Consultant shall be available to assist the City in opening escrow. Consultant shall supply the fully executed agreement along with other supporting information to escrow to close the transaction. Consultant shall work closely with the City to assist in the timely closing of the transaction. For the convenience of the property owner, all agents on the Consultant's right of way team have a California Notary who shall be available to notarize any documentation that is required. Fully executed deeds and easements shall be delivered to the City for acceptance prior to recording. In the event escrow services are not required, the Consultant shall be available to perform these services and record the required documentation.

Deliverables: Escrow Documents and Closing Statements

RIGHT OF WAY CERTIFICATION

Consultant shall coordinate with the City and supply all required documentation for the right of way certification. Consultant shall review all acquisition documents for proper and complete execution, including formal acceptance.

Deliverables: Right of Way Certification Documentation

PROJECT CLOSEOUT

The Consultant shall provide the City with the original acquisition file for the affected parcel upon completion of the project. The acquisition file shall contain property information, diary report, written correspondence, just compensation documentation, appraisal(s), offer package, negotiations, title documentation, copies of recorded documents, and all applicable documentation.

Deliverables: Original Acquisition File Files

Completion Schedule

The Consultant shall complete all services outlined herein in compliance by February 28, 2025.

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AMENDED
EXHIBIT C

COMPENSATION

Compensation for the services shall be in accordance with the following schedule of hourly rates and tasks listed below. Total maximum compensation for the services outlined herein shall not exceed \$29,760.00 **\$79,710.00**.

Compensation shall be based upon actual invoices received.

Task Description	Right of Way Manager \$210	Senior Right of Way Agent \$170	Right of Way Agent \$110	Total Hours	Other Direct Costs	Total Cost
Project Management and Coordination Services	4			4		\$840
Project Tracking Table	4		4	8		\$1,280
Obtain Title Report/Title Research (1 Report)		2		2	\$550	\$890
Appraisal Process (1 Report)		3	3	6	\$3,750	\$4,590
Obtain Appraisal Review Report (1 Report)		2	2	4	\$1,100	\$1,660
Summary Statement			3	3		\$330
Negotiations for Right of Way (1 Parcel)	4	60	8	72		\$11,920
Escrow Coordination	5	20	15	40		\$6,100
Right of Way Certification	5		5	10		\$1,600
Project Close-Out			5	5		\$550
Total Hours	22	87	45	154		
Total Cost	\$4,620	\$14,790	\$4,950		\$5,400	\$29,760

Amendment No. 1 services in bold:

Task Description	Right of Way Manager \$210	Senior Right of Way Agent \$170	Right of Way Agent \$110	Total Hours	Other Direct Costs	Total Cost
Project Management and Coordination Services	4			4		\$840
Project Tracking Table	4		4	8		\$1,280
Obtain Title Report/Title Research (2 Reports)		4		4	\$1,100	\$1,780
Appraisal Process (2 Reports)		6	6	12	\$5,500	\$7,180
Obtain Appraisal Review Report (2 Reports)		4	4	8	\$2,200	\$3,320
Summary Statement			3	3		\$330
Negotiations for Right of Way (2 Parcels)	8	110	16	134		\$22,140
Escrow Coordination	8	40	30	78		\$11,780
Right of Way Certification	2		4	6		\$860
Project Close-Out			4	4		\$440
Total Hours	26	164	71	154		
Total Cost	\$5,460	\$27,880	\$7,810		\$8,800	\$49,950

Original Agreement Total: \$29,760.00

Amendment No. 1 Services: \$49,950.00

Amended Total: \$79,710.00



CITY OF CHICO
P.O. BOX 3420 CHICO, CA 95927-3420

PURCHASE ORDER / PAYMENT AUTHORIZATION / CLAIM

No. 142384

Date March 2, 2023		2 Date Check Required		3 Quote Bid Reference (Complete if applicable) <input checked="" type="checkbox"/> Per Agreement/Amendment Dated 3/17/23 <input type="checkbox"/> Bid Quote Summary Attached <input type="checkbox"/> Sole Source/Vendor Approval Attached <input type="checkbox"/> Rotational vendor		4 Preparing Dept/Off LAS/RB/vm	
5 <input type="checkbox"/> Annual Master <input checked="" type="checkbox"/> Encumber <input type="checkbox"/> Payment Authorization <input type="checkbox"/> Confirming		6 Budgeted (Attach Budget to Actual Report) <input checked="" type="checkbox"/> Budgeted <input type="checkbox"/> Supplemental Appropriation No. _____ <input type="checkbox"/> Approved Request for Over Expenditure Attached		7 For Contractor's Retention Only <input type="checkbox"/> Held by City <input type="checkbox"/> Paid to Escrow Agent <input type="checkbox"/> Paid to Contractor			

6 DELIVER TO (Point of Delivery Destination) City of Chico - Public Works Engineering PO Box 3420 Chico, CA 95927 REQUIRED DELIVERY DATE _____		10. FUND(S) AND ACCOUNT(S) CHARGED 008-000-8800/50424-008-4130	
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9 VENDOR/CLAIMANT (Name and Address) Dokken Engineering 110 Blue Ravine Road, Suite 200 Folsom, CA 95630-4713		PEID NO _____	
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11. ORDER / CLAIM (Subject to conditions in Section 13.)

QUANTITY ORDERED	UNIT	INV.	DESCRIPTION	PRICE PER UNIT	TOTAL PRICE
			SANITARY SEWER EASEMENT DEDICATION: The Consultant shall be compensated for services rendered per cited Agreement, and such compensation shall not exceed without prior written authorization of City upon receipt of 30 days advance notice by Consultant.		\$29,760.00
			ENGAGEMENT OF SERVICES AUTHORIZED PURSUANT TO SECTION 3.20.060 OF THE CHICO MUNICIPAL CODE Encumber additional funds per Amendment No. 1 dated <u>May 17, 2023</u>		\$49,950.00
			PSA (_____) Description (14 Characters)		
Subtotal					\$79,710.00
<input type="checkbox"/> Sales Tax					
<input type="checkbox"/> Use Tax					
TOTAL ⇨					\$79,710.00

ATTENTION VENDOR. Mail you invoice with this Purchase Order Number noted thereon to FINANCE OFFICE, P.O. Box 3420, Chico, CA 95927-3420. Unless otherwise stated, ALL PRICES FOR FOB POINT OF DELIVERY, AS SPECIFIED IN SECTION 8. ABOVE. NO EXCEPTIONS.

12. Approvals

A. Claimant (Authorized Signature)	B. Dept. Head (Authorized Signature)	C. City Manager (Authorized Signature)

13. NOTICE TO VENDOR

ACCEPTANCE OF THIS ORDER/CLAIM BY VENDOR/CLAIMANT NAMED HEREON CONSTITUTES VENDOR'S/CLAIMANT'S AGREEMENT TO AND ACCEPTANCE OF THE FOLLOWING LISTED CONDITIONS

1. Claimant (Section 12A) certifies that upon claimant's personal knowledge the terms and amounts set forth are true and correct, that no part thereof has been paid by the City of Chico, and that the amount claimed is justly due.
2. Void unless signed by City Manager or the authorized representative in Section 12C, above. Changes of any kind from terms specified in Section 11, above, are not authorized unless approved in writing by City Manager prior to shipping.
3. Invoices must reflect only those items stipulated in Section 11, above, which have been shipped. Payment will be made by City of Chico until goods or services ordered have been satisfactorily received. Back ordered items may not be billed on invoice. Invoices must be rendered no later than date of shipment. Invoices must reflect Purchase Order Number appearing on this Order. All goods, material, and supplies delivered must clearly indicate Purchase Order Number on outside of package.
4. Payment will be made with approval from receiving department for items received/services rendered within 30 days of receipt of invoice or as specified by contract.
5. The City Manager reserves the right to cancel from this order any or all item(s) not delivered by the delivery date specified in Section 8, above, unless written notice of vendor's inability to comply with the requirement is forwarded to and accepted by the City Manager.
6. Unless otherwise stated, all prices are F.O.B. point of delivery as specified in Section 8, above.
7. The City of Chico reserves the right to reject any or all item(s) delivered which do not conform to specifications reflected above or which have been damaged in transit. Such goods will be returned at sole risk, cost, and expense of vendor.