

AMENDMENT NO. 1

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

AGREEMENT DATED NOVEMBER 23, 2010

BETWEEN CITY OF CHICO

AND

WHITNEY ENVIRONMENTAL CONSULTING, INC.

DBA FOOTHILL ASSOCIATES

Architect/Consultant/Engineer

WATER POLLUTION CONTROL PLANT OUTFALL REPLACEMENT:
RIPARIAN HABITAT MITIGATION MONITORING

Project Title

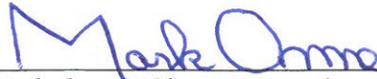
MAJC/14012-000-4150

Budget Account Number

THIS PROFESSIONAL SERVICES AGREEMENT AMENDMENT (Amendment) is entered into on March 3, 2016, between the City of Chico, a municipal corporation under the laws of the State of California (City), and Whitney Environmental Consulting, Inc., DBA Foothill Associates, (Consultant). On November 23, 2010, City and Consultant entered into "City of Chico - Professional Services Agreement" (Agreement). The provisions of the Agreement are hereby amended as follows:

1. Exhibit B is hereby superseded and replaced by revised Pages B1-R1 to B3-R1 attached hereto.
2. Exhibit C is hereby superseded and replaced by revised Page C1-R1 attached hereto.
3. All other provisions of the Agreement shall remain in full force and effect.

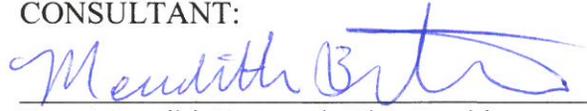
CITY:



Mark Orme, City Manager*

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

CONSULTANT:



By: Meredith Branstad, Vice President

APPROVED AS TO FORM:



Vincent C. Ewing, City Attorney*

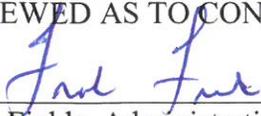
APPROVED AS TO CONTENT:



Erik Gustafson, Public Works Director – Operations and Maintenance

*Approved pursuant to The Charter of the
City of Chico § 906(D)

REVIEWED AS TO CONTENT:



Frank Fields, Administrative Services Director*

*Reviewed by Risk Management, Human
Resources, Finance and Information Systems.

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AMENDED
EXHIBIT B

SCOPE OF PROFESSIONAL SERVICES - BASIC; COMPLETION SCHEDULE

Scope of Professional Services - Basic

The Consultant shall provide professional services as follows:

1. City Staff Training/Monitoring and Maintenance Kick-off

The Consultant shall meet with City representatives who provide routine care for the mitigation re-vegetation area at the Water Pollution Control Plant outfall replacement project site (Outfall Site). The Consultant shall explain the mitigation requirements and help City representatives develop general monitoring techniques to evaluate plant and soil conditions on a routine basis in order to make educated vegetation care choices when performing maintenance at the Outfall Site. Basic soil moisture analysis technique, irrigation system maintenance, and tree care shall be presented and, if warranted, a monitoring data sheet shall be developed with input from City staff and the Consultant.

2. Monitoring and Oversight of Re-vegetation Efforts (*Year One*)

The Consultant shall monitor and coordinate with City representatives to maintain the planted trees, as outlined in the Monitoring Plan, through the 2011 calendar year.

In order to develop a proper watering schedule for the Outfall Site and provide a higher level of oversight the first year of plant establishment, this scope of services includes the following:

- Weekly to monthly monitoring visits from November 2010 through April 2011.
- Two monitoring visits per week from May 2011 through August 2011.
- Weekly to monthly monitoring visits from September 2011 through December 2011.

The Consultant shall coordinate with City representatives as necessary to develop a watering plan and to conduct necessary maintenance. City ~~Projects Manager Quené Hansen~~ Landscape Inspector Linda Sheppard will be the Consultant's point of contact for the coordination of maintenance efforts for the re-vegetation area. The Consultant shall not be responsible for the failure of plantings within the re-vegetation area; for replacement of damaged plants, irrigation system components, and tree protectors; or for supplying materials or equipment without reimbursement for the cost of any materials.

3. Monitoring and Oversight of Re-vegetation Efforts (*Years Two through ~~Five~~ Six*)

The Consultant shall provide monitoring and oversight of the re-vegetation area at the Outfall Site for years two through ~~five~~ six of the Monitoring Plan, as described in Task 2. The Monitoring Plan and this scope of services anticipates that fewer monitoring visits will be required in succeeding years as the plants become better established.

4. Monthly Monitoring Sheets (Year Six)

The Consultant shall provide the City with a monthly monitoring sheets after the monthly monitoring visits that take place March through September in year six. The monthly monitoring sheets shall provide information to identify deficiencies and provide suggested maintenance along with a schematic of the site and photos (if necessary). The monitoring sheets will be distributed via email within seven (7) days after the monitoring visit to the following City staff:

Linda Sheppard, Landscape Inspector Linda.sheppard@chicoca.gov

James Carr, Wastewater Treatment Manager James.carr@chicoca.gov

Lynda Cameron, Administrative Analyst Lynda.cameron@chicoca.gov

4 5. Annual Monitoring Report (*Year One through Six*)

The Consultant shall provide the City with a draft monitoring report for each monitoring year by November 30 of each calendar year. Following City review of the draft report, the Consultant shall revise the report per the City's comments and submit a final report to the following agencies by December 31 of each calendar year, with an electronic copy to the City:

- ~~California Department of Fish and Game~~
- NOAA Fisheries

- U.S. Army Corps of Engineers
- U.S. Fish and Wildlife Service

The monitoring report shall present data and summarize statistics evaluating the success within the planting area of the Outfall Project. Each report shall summarize the data collected during the monitoring period, describe how the habitats are progressing in terms of the success criteria, and discuss any remedial actions performed.

Monitoring reports shall be prepared annually until the ~~five~~ six-year monitoring period ends, or until success criteria are met, as required by the Outfall Project's California Environmental Quality Act (CEQA) Mitigation and Monitoring Plan (Jones and Stokes, 2005).

5 6. Annual Monitoring Report (*Years Two through ~~Five~~ Six*)

The Consultant shall perform annual reporting as described in Task 4 for years two through ~~five~~ six of the monitoring period, or until the Outfall Site re-vegetation area meets success criteria.

Completion Schedule

The Consultant shall complete all proposed services outlined herein in compliance with the time frames and submittal deadlines included in the tasks above.

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AMENDED EXHIBIT C

COMPENSATION

Compensation for the proposed services shall be in accordance with the following schedule of hourly rates. Total maximum compensation for the services outlined herein shall not exceed ~~\$27,200.00~~ 36,100.00.

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

1.	City Staff Training/Monitoring and Maintenance Kick-off	\$ 1,000.00
2.	Monitoring and Oversight of Re-vegetation Efforts (Year One)	\$ 4,500.00
3.	Monitoring and Oversight of Re-vegetation Efforts (Years Two through Five at \$3,000.00 per year)	\$12,000.00
4.	<u>Monthly Monitoring and Oversight of Re-vegetation Efforts (Year Six)</u>	<u>\$ 5,700.00</u>
4 5 .	Annual Monitoring Report (Year One)	\$ 2,500.00
5 <u>6</u> .	Annual Monitoring Report (Years Two through Five at \$1,800.00 per year)	\$ 7,200.00
<u>7</u> .	Annual Monitoring Report (<u>Year Six</u>)	<u>\$ 3,200.00</u>
	Total:	\$27,200.00 <u>36,100.00</u>