

**CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT**

WRA, INC.

Architect/Consultant/Engineer

STONEGATE SUBDIVISION EIR

Project Title

863-000-5400/72195-4705

Budget Account Number

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**THIS PROFESSIONAL SERVICES AGREEMENT** (Agreement) is entered into on \_\_\_\_\_, 2016, between the City of Chico, a municipal corporation under the laws of the State of California, (City) and WRA, Inc., a California corporation, (Consultant).

**SECTION 1 - DESCRIPTION OF PROJECT**

City desires to undertake that certain project (Project) described in EXHIBIT A, entitled “DESCRIPTION OF PROJECT,” and to engage Consultant to provide the required professional services relating to the Project.

**SECTION 2 - SCOPE OF PROFESSIONAL SERVICES - BASIC; COMPLETION SCHEDULE**

Consultant shall perform those basic professional services in connection with the Project as are set forth more particularly in EXHIBIT B, entitled “SCOPE OF PROFESSIONAL SERVICES - BASIC; COMPLETION SCHEDULE,” and shall complete said professional services in accordance with the completion schedule for professional services as incorporated in EXHIBIT B.

**SECTION 3 - SCOPE OF PROFESSIONAL SERVICES - ADDITIONAL; COMPLETION SCHEDULE**

City and Consultant agree that it may be necessary, in connection with the Project, for Consultant to perform or secure the performance of professional services other than those set forth in EXHIBIT B. In each such instance, Consultant shall advise City, in advance and in writing, of the need for such additional professional services, their cost and the estimated time, if appropriate, required to perform them. Consultant shall not proceed to perform any such required additional professional service until City has determined that such professional service is beyond the scope of the basic professional service to be provided, is required, and has given its

written authorization to perform or obtain it. Each additional professional service so authorized shall constitute an amendment to this Agreement, shall be identified and sequentially numbered as "Amendment No. 1" and so forth, shall be subject to all of the provisions of this Agreement, and shall be incorporated into EXHIBIT B accordingly.

#### **SECTION 4 - COMPENSATION**

Consultant shall be compensated for professional services rendered to City pursuant to this Agreement periodically in the amounts, manner and in accordance with the payment schedule as set forth in EXHIBIT C, entitled "COMPENSATION." Amounts due to Consultant from City for professional service rendered shall be evidenced by the submission to City by Consultant of an invoice, prepared in a form satisfactory to City, setting forth the amount of compensation due for the period covered by it. Each such invoice shall be forwarded to City so as to reach it on or before the 15th day of the month next following the month or months, or other applicable period, for which the professional service invoiced were provided. All such invoices shall be in full accord with any and all applicable provisions of this Agreement. City will make payment on each such invoice within 30 days of receipt of it. However, if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, then City shall not be obligated to process any payment to Consultant until a correct and complying invoice has been submitted.

#### **SECTION 5 - RESPONSIBILITY OF CONSULTANT**

By executing this Agreement, Consultant warrants to City that Consultant possesses, or will arrange to secure from others, all of the necessary professional capabilities, experience, resources and facilities necessary to provide to City the professional services under this Agreement. In procuring the professional services of others to assist Consultant in performing the professional services set forth at EXHIBIT B or additional professional services under SECTION 3 of this Agreement, Consultant shall not employ or otherwise obtain the professional services of any person or entity known to Consultant or City to have, or be likely to develop during the term of this Agreement, an interest that is personally, or professionally, or financially adverse to any interest of City. Consultant will follow the best current, generally accepted professional practices in performing tests and procedures, making findings, rendering opinions, preparing factual presentations and providing professional advice and recommendations regarding professional services rendered under this Agreement.

#### **SECTION 6 - RESPONSIBILITY OF CITY**

To the extent appropriate to the Project contemplated by this Agreement, City shall:

**6.1** Assist Consultant by placing at Consultant's disposal all available information pertinent to the Project, including previous reports and any other data relative to design and construction of the Project.

**6.2** Guarantee access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform Consultant's professional services.

**6.3** Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents prepared and presented by Consultant, and render verbally or in writing as may be

appropriate, decisions pertaining thereto within a reasonable time so as not to delay the progress of the services by Consultant.

**6.4** Designate in writing a person to act as City's representative with respect to the services to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to materials, equipment, elements and systems pertinent to Consultant's professional services.

**6.5** Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in the Project.

**6.6** Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

## **SECTION 7 - INDEMNIFICATION**

To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with Consultant's use of City premises under this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Consultant shall reimburse City and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

Consultant/Subconsultant/Subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City, its directors, officials, officers, employees, agents, or volunteers.

## **SECTION 8 - INSURANCE**

Any requirements by City that Consultant carry general liability, errors and omissions, or any other type of insurance in connection with the services to be performed and/or professional services to be rendered by Consultant pursuant to this Agreement shall be as set forth in EXHIBIT D, entitled "INSURANCE PROVISIONS."

## **SECTION 9 - GENERAL PROVISIONS**

### **9.1 Access to Records**

Consultant shall maintain all books, records, documents, accounting ledgers, and similar

materials relating to services performed for City under this Agreement on file for at least four years following the date of final payment to Consultant by City. Any duly authorized representative(s) of City shall have access to such records for the purpose of inspection, audit and copying at reasonable times, during Consultant's usual and customary business hours. Consultant shall provide proper facilities to City's representative(s) for access and inspection. Consultant shall be entitled to reasonable compensation for time and expenses related to such access and inspection activities, which shall be considered to be an additional professional service to City, falling under the provisions of SECTION 3 of this Agreement.

## **9.2 Assignment**

This Agreement is binding on the heirs, successors, and assigns of the parties hereto and shall not be assigned by either City or Consultant without the prior written consent of the other.

## **9.3 Changes to Scope of Services - Basic Professional Services**

City may at any time, upon a minimum of 10 days written notice, modify the scope of basic professional services to be provided under this Agreement. Consultant shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify City in writing. Upon agreement between City and Consultant as to the extent of said impacts to time and compensation, an amendment to this Agreement shall be prepared describing such changes. Execution of the amendment by City and Consultant shall constitute the Consultant's notice to proceed with the changed scope.

## **9.4 Compliance with Laws, Rules, Regulations**

All professional services performed by Consultant pursuant to this Agreement shall be performed in accordance and full compliance with all applicable Federal, State, or City statutes, and any rules or regulations promulgated thereunder.

## **9.5 Conflict of Interest Code Applicability**

If City's City Manager has determined that one or several of Consultant's Principal(s) or Project Manager(s) are subject to the provisions of Section 2R.04.180 of the Chico Municipal Code (the City's Conflict of Interest Code), then each such person will be required to comply with the provisions of said Code in connection with the professional services they render to the City under this Agreement. In such event, City's requirements are set forth in EXHIBIT E, entitled "CONFLICT OF INTEREST PROVISIONS," to this Agreement.

## **9.6 Exhibits Incorporated**

All Exhibits attached to and referred to in this Agreement are hereby incorporated by this reference.

## **9.7 Independent Contractor**

City and Consultant agree that the relationship between them created by this Agreement is that of an employer-independent contractor. Consultant shall be solely responsible for the conduct and control of the services performed under this Agreement. Consultant shall be free to render professional consulting services to others during the term of this Agreement, so long as such activities do not interfere with or diminish Consultant's ability to fulfill the obligations established herein to City.

**9.8 Integration; Amendment**

This Agreement represents the entire understanding of City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in it. This Agreement may not be modified or altered except by amendment in writing signed by both parties.

**9.9 Jurisdiction**

This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall continue to be in full force and effect.

**9.10 Notice to Proceed; Progress; Completion**

Upon execution of this Agreement by the parties, City shall give Consultant written notice to proceed with the services. Such notice may authorize Consultant to render all of the professional services contemplated herein, or such portions or phases as may be mutually agreed upon. In the latter event, City shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the services. Upon receipt of such notices, Consultant shall diligently proceed with the services authorized and complete it within the agreed time period.

**9.11 Ownership of Documents**

Title to all documents, designs, drawings, specifications, and the like with respect to services performed under this Agreement shall vest with City at such time as City has compensated Consultant, as provided herein, for the professional services rendered by Consultant in connection with which they were prepared.

**9.12 Subcontracts**

Consultant shall be entitled, to the extent determined appropriate by Consultant, to subcontract any portion of the services to be performed under this Agreement. Consultant shall be responsible to City for the actions of persons and firms performing subcontract services. The subcontracting of services by Consultant shall not relieve Consultant, in any manner, of the obligations and requirements imposed upon Consultant by this Agreement.

**9.13 Term; Termination**

The term of this Agreement shall commence upon City's issuance to Consultant of a notice to proceed for all or a portion of the services, as hereinabove provided, and shall end upon City's acceptance and payment for all or such portion of the services as was authorized by such notice, including any and all retentions. Notwithstanding the foregoing, City may, in its sole discretion, terminate this Agreement at any time and for any reason whatsoever by giving at least 10 days prior written notice of such termination to Consultant. In this latter event, Consultant shall be entitled to compensation for all professional service rendered and services performed for City to the date of such termination.

**9.14 Notice**

Any notices required to be given pursuant to this Agreement shall be deemed to have

been given by their deposit, postage prepaid, in the United States Postal Service or, alternatively, by personal delivery or overnight courier service addressed to the parties as follows:

To City: City Manager or City Manager  
City of Chico City of Chico  
P. O. Box 3420 411 Main Street  
Chico, CA 95927-3420 Chico, CA 95928

To Consultant: WRA, Inc.  
2169-G East Francisco Boulevard  
San Rafael, CA 94901

**SECTION 10 - SPECIAL PROVISIONS**

This Agreement shall include all special provisions, if any, as are set forth on EXHIBIT F, entitled "SPECIAL PROVISIONS."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date first set forth above.

CITY:

CONSULTANT:

\_\_\_\_\_  
Mark Orme, City Manager\*

\_\_\_\_\_  
By: AMANDA MCCARTHY  
PRINCIPAL, LEAD  
Title

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

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Vincent C. Ewing, City Attorney\*

\_\_\_\_\_  
Mark Wolfe, Community Development  
Director

\*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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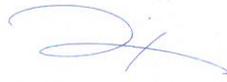
\_\_\_\_\_  
Mark Orme, City Manager\*

By:   
Amanda McJeter  
Principal/CDO  
Title

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

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

  
Vincent C. Ewing, City Attorney\*

  
Mark Wolfe, Community Development Director

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

REVIEWED AS TO CONTENT:

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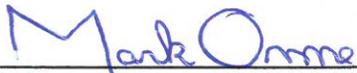
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Mark Orme, City Manager\*

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Vincent C. Ewing, City Attorney\*

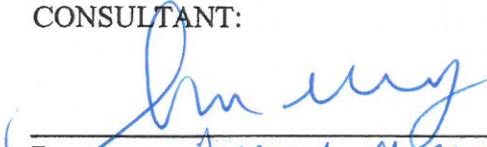
\*Approved pursuant to The Charter of the City of Chico § 906(D)

REVIEWED AS TO CONTENT:

  
\_\_\_\_\_  
Frank Fields, Administrative Services Director\*

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

CONSULTANT:

  
By: \_\_\_\_\_  
Amanda McCarty  
Pawnee, CO  
\_\_\_\_\_  
Title

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Mark Wolfe, Community Development Director

**CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT**

WRA, INC.

Architect/Consultant/Engineer

STONEGATE SUBDIVISION EIR

Project Title

863-000-5400/72195-4705

Budget Account No.

EXHIBIT A

DESCRIPTION OF PROJECT

The Consultant shall prepare an Environmental Impact Report (EIR) in support of the proposed Stonegate Vesting Tentative Subdivision Map and a General Plan amendment and rezone in southeast Chico (Project). The 284-acre Project site includes four vacant parcels—Assessor's Parcel Numbers (APN) 002-190-041 and 018-510-007, -008, and -009—that would be rezoned to include open space, public right-of-way, park, single-family residential standard and half-acre lots, multi-family residential, and commercial use.

# CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

WRA, INC.

Architect/Consultant/Engineer

STONEGATE SUBDIVISION EIR

Project Title

863-000-5400/72195-4705

Budget Account No.

## EXHIBIT B

### SCOPE OF PROFESSIONAL SERVICES - BASIC; COMPLETION SCHEDULE

#### Scope of Professional Services - Basic

The Consultant shall provide professional services as follows:

#### **TASK 1: PROJECT KICK-OFF AND NOTICE OF PREPARATION**

The Consultant and City staff (Project team) shall kick-off the environmental review process with the following subtasks:

- Collecting all relevant reports and drawings (or identifying relevant documents for copying);
- Discussing the proposed Project;
- Resolving issues regarding overall assumptions;
- Identifying other key contacts; and
- Discussing overall communication protocols.

The Consultant shall also survey the Project site the same day as the kick-off meeting. The Consultant shall review all available documentation related to the Project, including but not limited to preliminary plans, technical reports, and the City's General Plan and General Plan EIR.

Because the Project description is the basis for analyzing the environmental impacts of the proposed Project, the Consultant shall review all relevant Project description materials and shall prepare a draft version of the Project description to be used in the EIR.

Once the Project description is confirmed, the Consultant shall prepare and circulate the Notice of Preparation (NOP) with the State Clearinghouse, conduct an EIR scoping meeting, and begin tracking comments in meetings with neighbors and interested agencies.

## **TASK 2: INITIAL STUDY**

The Consultant shall submit a preliminary Draft Initial Study and related documents to the City for review. The Initial Study package shall include a completed environmental checklist form, including Project description; an evaluation of impacts following the outline established in the checklist, including analysis of each issue; and mitigation measures, where needed, to reduce any potential significant impacts to less-than-significant levels. The Initial Study shall provide support to findings of less than significant for the remaining environmental topics while refining the scope of focused environmental issues to be analyzed in the EIR.

## **TASK 3: PREPARATION OF ADMINISTRATIVE DRAFT EIR**

In all applicable categories of analysis in the EIR, the Consultant shall describe the setting, regulatory requirements, and impacts according to California Environmental Quality Act (CEQA) criteria as well as any additional thresholds approved by the City. After consideration of applicable General Plan policies, the Consultant shall identify in each section of the EIR the mitigation measures that may be required to lessen those impacts. This scope of services anticipates that several of the environmental issues will be removed from the EIR process as not relevant to the Project site and/or the Project (e.g. mineral resources). The Consultant shall analyze at least four to five alternatives to the Project as part of the EIR.

The Administrative Draft EIR, with the Appendix and Mitigation Monitoring and Reporting Program, shall be provided to the City for review. The EIR's analysis shall include review of issues relative to CEQA criteria, as discussed below.

*Deliverables:* Four bound copies and one PDF of the Administrative Draft EIR for City review.

### **Aesthetics**

The Consultant shall evaluate the aesthetic impacts from the proposed Project. The existing viewshed shall be described from several different vantage points and perspectives (foreground, middleground, and background), with the vantage points determined in consultation with the City. The Project's impact on the viewshed from the identified vantage points shall be evaluated, and both panoramic and aesthetic qualities addressed. Appropriate photographs and other illustrations shall also be included. The following describes the process for the creation of visual simulations of the Project to be included in the EIR:

- a. *Site Reconnaissance and Photography:* The Consultant shall conduct a Project site visit to observe the site and surroundings. Using a digital single-lens reflex (SLR) camera, the Consultant shall photograph the Project site from photo-simulation viewpoints and shall employ basemap annotation, photo log sheet, and GPS recording to document viewpoint locations. This scope of services includes one Project site photography trip and up to five candidate review photographs.

- b. *Visual Simulations:* Using advanced computer modeling and rendering techniques, the Consultant shall produce realistic visual simulations to portray the appearance of the completed Project, including building massing, site grading, and landscaping. The simulation images shall be presented as “before” and “after” views showing the appearance of future development super-imposed on selected photographic views.

*Deliverables:* The Consultant shall produce a total of three simulation viewpoints, with one “before” and one “after” image for each viewpoint, in color format at 8.5” x 11” or 11” x 17” sizes. Digital versions of the simulations shall be provided to the City, with one review/revision cycle included.

## **Biological Resources**

### **Biological Resources Assessment**

The Consultant shall conduct a biological resources survey at the Project site, as part of the CEQA analysis, which shall include the following subtasks:

- Collect and Review Existing Information on Biotic Resources in the Project Vicinity: Prior to the Project site visit, the Consultant shall conduct a search of the California Department of Fish and Wildlife California Natural Diversity Database (CNDDDB), the California Native Plant Society (CNPS) database, and the United States Fish and Wildlife Service (USFWS) county list to determine which protected species and/or critical habitat potentially occur in the vicinity of the Project site. In addition, the Consultant shall review available aerial photography, United States Geologic Survey (USGS) maps, and other sources for the potential location of wetland habitats or other sensitive species for the Project site.
- Conduct a Field Reconnaissance of the Project Site: The Consultant shall traverse the Project site on foot and assess the habitats present to determine suitability for special-status wildlife and plant species. Possible impacts to sensitive species located within the footprint of the proposed Project shall be the focus of the Project site inspection, but any potential indirect impacts from the Project shall also be assessed.
- Preparation of Biological Resources Section of EIR: The Consultant shall use the tasks and information described above in the biological resources section of the EIR, which shall identify vegetation types, wildlife habitat, potential for special-status species, and any other important biotic features.

### **Wetland Delineation Report**

The Consultant shall review the data collected during the Project site visit to determine areas which meet the criteria required in the United States Army Corps of Engineers (USACE) wetland delineation manual and shall prepare a Jurisdictional

Wetland Delineation Report in accordance with the format required by the Sacramento Corps District. The Consultant shall submit the draft report to the City for review. Once approved for submittal, the Consultant shall assist City staff in submitting the report and shall request that the USACE conduct a Project site verification of the proposed delineation. The Consultant shall attend the Project site inspection and discuss its findings with USACE staff. The Consultant shall prepare a final map following the USACE Project site inspection to reflect any modifications agreed to during the inspection.

### **Rare Plant Survey and Mapping**

As part of the general Project site vegetation survey, the Consultant shall conduct a rare plant survey following the CDFW and CNPS protocols. Butte County Meadowfoam (BCM) is known to grow on the Project site. The focus of this survey shall be on those portions of the Project site where ground disturbance is proposed; other portions of the Project site, however, shall also be visited. Using the list of potential sensitive species, the Consultant shall conduct a rare plant survey on the Project site with a focus on those areas of proposed development. The Consultant shall also visit a reference site to confirm that the species in question are blooming at the time of the survey. The survey shall be done on foot and shall require three Project site visits to cover the blooming periods of the range of species being surveyed; for example, BCM blooms from March through May.

### **Geology/Soils**

Subconsultant BASELINE Environmental Consulting (BASELINE) shall review information from available local and regional geotechnical and soils reports to describe existing conditions on the Project site and to assess potential impacts related to geology, soils, and seismicity that may result under development of the proposed Project. Subconsultant BASELINE shall also describe existing Federal, State, and local laws and regulations relevant to geology, soils, and seismicity conditions at the Project site and shall prepare mitigation measures to address potential impacts to levels of less than significant, if feasible.

### **Hydrology and Water Quality**

Subconsultant BASELINE shall analyze potential impacts to the Project site related to hydrology and water quality that may result under Project development, and shall conduct a Project site reconnaissance to document the drainage and topography. Existing Federal, State, and local laws and regulations relevant to hydrology and water quality conditions at the Project site shall be described and mitigation measures prepared to address potential impacts to levels of less than significant, if feasible.

### **Noise**

Subconsultant Bollard Acoustical Consultants, Inc. (BAC) shall identify all significant noise impacts due to and upon the proposed Project. This shall include construction noise,

off-site traffic, and operational noise levels at any identified nearby existing noise-sensitive receivers in the Project vicinity, using noise measurements, BAC file data, and accepted noise-modeling algorithms. Subconsultant BAC shall prepare a written report which shall contain the results of its assessment as well as graphics showing noise measurement locations and potential noise mitigation locations, as appropriate. The report shall comply with the requirements of the General Plan Noise Element as well as CEQA. The Consultant shall use the report to develop the noise section of the Administrative Draft EIR.

### **Transportation/Traffic**

Subconsultant Fehr & Peers (F&P) shall conduct a transportation and traffic study which shall document assumptions, methodologies, and findings in a report that will serve as the transportation/circulation chapter of the Administration Draft EIR. For the study, Subconsultant F&P shall collect new weekday AM (7:00 – 9:00) and PM (4:00 – 6:00) peak-hour turning-movement counts for up to nine intersections in the Project vicinity and shall also use peak-hour traffic counts collected on Wednesday, October 7, 2015, for the Walmart Expansion Traffic Study. Subconsultant F&P shall also analyze proposed Project impacts to roadway, transit, bicycle, and pedestrian facilities and, for significant impacts, shall propose mitigation measures to improve the level of significance. Each mitigation measure shall identify the specific action necessary, responsibility for implementation, and level of significance after mitigation. Subconsultant F&P shall provide a discussion of the Project's consistency with relevant City policies regarding travel modes and shall also provide an estimate of vehicle miles of travel (VMT) for the Project using output from its cumulative travel demand model.

### **Cultural Resources**

To assist the Consultant with the cultural resources section of the EIR, Subconsultant Far Western shall perform the following:

- Development of an Area of Potential Effects (APE);
- Literature and documentary research;
- Native American consultation (AB-52 Compliance);
- Assessment of the potential for buried archaeological resources;
- Pedestrian survey of the Project site;
- Preparation of a cultural resources technical report; and
- Peer review of the cultural resources section of the EIR to be prepared by the Consultant.

### **Air Quality**

The Consultant shall address construction air quality impacts resulting from the Project by predicting construction-period emissions and community-risk impacts to nearby sensitive receptors and by identifying best management practices to control emissions. In order to assess community risk, the Consultant shall conduct dispersion modeling using the Environmental Protection Agency's (EPA) ISCST3 or AERMOD model and hourly meteorological data from the most representative monitoring station. Emissions obtained

from the California Emissions Estimator Model Version 2013.2.2 (CalEEMod) shall be used to develop construction-period emission rates based on Project-specific information. Cancer risks associated with modeled construction-period diesel particulate matter concentrations shall be computed following the Butte County Air Quality Management District's (BCAQMD) risk management policy.

The Consultant shall use CalEEMod to predict operational criteria pollutant and greenhouse gas emissions associated with the Project, using Project-specific inputs for traffic and energy usage and with adjustments to reflect BCAQMD requirements (e.g. restrictions on wood-burning fireplaces). Net emissions associated with the proposed Project shall be compared against both annual and average daily emission thresholds, and, if necessary, mitigation measures shall be identified and evaluated.

### **Greenhouse Gas Emissions**

The Consultant shall refine the CalEEMod modeling described above for the prediction of greenhouse gases (GHGs) so the model can provide GHG emissions for both construction and operation of the Project at various stages of development. The Project shall be evaluated for consistency with the City's 2020 Climate Action Plan, and, if necessary, the Consultant shall identify mitigation measures to reduce GHG emissions to bring the Project into consistency with the Climate Action Plan.

#### **TASK 4: FINALIZE ADMINISTRATIVE DRAFT EIR/PUBLISH DRAFT EIR**

Once the City approves the Administrative Draft EIR for release as a Draft EIR, the Consultant shall prepare and circulate up to 25 copies of the Draft EIR along with its Technical Appendices. Fifteen copies and a CD shall be delivered to the State Clearinghouse along with a Notice of Completion (NOC), and 15 bound copies, one PDF, and one Word file shall be provided to the City for distribution and posting on the City's web site. The Consultant shall also prepare and circulate the Notice of Availability (NOA) to interested parties. In addition, the Consultant shall be prepared to make presentations, as necessary, and respond to questions at a public hearing to be scheduled during the Draft EIR public review period.

#### **TASK 5: PREPARATION OF ADMINISTRATIVE FINAL EIR/FINAL EIR**

Following completion of the public review period, the Consultant shall respond to agency and public comments submitted on the Draft EIR. This scope of services includes 56 hours for Consultant response to comments. Additional time, if necessary, will be authorized in writing by the City and compensated on a time-and-materials basis. The Consultant shall prepare and provide four copies of the Administrative Final EIR for City review and approval, and upon City approval of the Administrative Final EIR, the Consultant shall provide up to ten copies of the Final EIR, as requested.

Prior to consideration of the proposed Project, the Consultant shall prepare the Statement of Facts and Findings for any significant environmental effects identified in the EIR. The findings shall individually identify the significant environmental effects of the proposed Project and provide a reasoned discussion of the appropriateness of the findings. If required, the Consultant

shall prepare the Statement of Overriding Considerations in accordance with the specifications of Section 15093 of CEQA, which shall describe why the benefits of the Project outweigh its significant unavoidable effects, if such effects are identified by the EIR.

If the Project is approved, the Consultant shall prepare the Notice of Determination (NOD) to be filed by the City with the Butte County Clerk within five business days of Project approval. The Project applicant will be responsible for the payment of the NOD filing fee and CDFW fees.

#### **TASK 5: PROEJCT MANAGEMENT/DOCUMENT REVIEW AND EDITING & MEETING ATTENDANCE**

The Consultant shall attend up to three public hearings on the EIR and Project. In addition, the Consultant shall be available during the EIR phase of the Project for bi-weekly conference calls and three Project team meetings.

#### **PROJECT ASSUMPTIONS**

- Access will be granted to all portions of the Project site as needed.
- Project description maps and related information will be provided prior to initiation of the CEQA analysis.
- Changes to the Project description and/or Project boundaries may require additional compensation to update the environmental analysis.
- Preparation of other technical reports beyond those described herein is not included in this scope of services.
- Any previous environmental reports prepared for the Project will be provided to the Consultant prior to preparation of the Project description.
- The City will provide a mailing list for the Consultant's circulation of the NOP.
- The City will require no more than two rounds of review of the Administrative Draft EIR.
- Additional hours required to complete the Final EIR and attend Project meetings/ public hearings beyond those described herein will be authorized in writing by the City, if required.

#### Completion Schedule

The Consultant shall complete all services outlined herein within 12 months of receipt of the City's Notice to Proceed.

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

WRA, INC.  
Architect/Consultant/Engineer

STONEGATE SUBDIVISION EIR  
Project Title

863-000-5400/72195-4705  
Budget Account No.

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 \$333,404.00.

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

<u>Task Description</u>	<u>Cost</u>
Review Existing Information	\$ 1,328.00
Project Description	\$ 5,596.00
Initial Study	\$ 8,452.00
Prepare NOP & Attend Scoping Meeting	\$ 8,114.00
Prepare Administrative Draft EIR	\$ 258,151.00
Finalize Administrative Draft EIR/Publish Draft EIR	\$ 7,576.00
Preparing Mailing List & Notices	\$ 1,934.00
Draft Response to Comments	\$ 9,312.00
Administrative Final EIR/Final EIR	\$ 3,395.00
Findings & Statement of Overriding Considerations	\$ 1,900.00
Project Management/Document Review & Editing	\$ 7,320.00
Staff Meetings (3)	\$ 10,163.00
EIR Public Hearings (3)	<u>\$ 10,163.00</u>
<b>Total:</b>	<b>\$ 333,404.00</b>

WRA, Inc.  
Hourly Rates

Principal.....	\$ 183.00/Hour
Senior Associate Environmental Planner .....	\$ 183.00/Hour
Senior Associate Plant Biologist .....	\$ 163.00/Hour
Associate Environmental Planner .....	\$ 146.00 – \$153.00/Hour
Associate Biologist.....	\$ 139.00/Hour
GIS Professional.....	\$ 123.00/Hour
Scientist .....	\$ 119.00/Hour
Senior Landscape Designer .....	\$ 114.00/Hour
Assistant Environmental Planner .....	\$ 113.00/Hour
Senior Technician.....	\$ 113.00/Hour
Field Staff.....	\$ 74.00/Hour
Clerical .....	\$ 68.00/Hour

**CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT**

WRA, INC.

Architect/Consultant/Engineer

STONEGATE SUBDIVISION EIR

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**EXHIBIT D**

**INSURANCE PROVISIONS**

General Liability Insurance

Consultant/Contractor shall obtain commercial general liability insurance (occurrence policy form) from one or more U.S. domiciled insurance companies licensed to do business in the State of California with an A.M. Best Company rating of "B" or better or, in the alternative, an unlicensed U.S. domiciled company or companies with an "A" rating, which provides coverage for bodily injury, personal injury and property damage liability in the amount of at least \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, with a maximum policy deductible of \$5,000, or as approved by the City's Human Resources and Risk Management Office.

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specific minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured, whichever is greater.

The insurance coverage required herein shall be evidenced by a certificate of insurance with policy endorsements and shall be executed by an authorized official of the insurer(s). In addition to the limits of coverage described above, the certificate of insurance shall provide that the insurer shall provide to City at least 30 days prior notice of cancellation or material change in coverage, or 10 days prior notice of cancellation for non-payment.

Consultant/Contractor acknowledges and agrees that City of Chico, its officers, boards and commissions, and members thereof, its employees and agents, are covered as additional insureds with respect to any liability arising out of the activities of Consultant/Contractor as the named insured. Such additional insured status shall be evidenced by a policy endorsement executed by an authorized official of the insurer(s). A blanket endorsement which provides additional

insured status to any person or organization with whom Consultant/Contractor, as named insured, has entered into a written contract, such as this Agreement, shall satisfy this requirement.

The insurance coverage required herein shall be primary and non-contributory insurance with respect to the City of Chico, its officers, officials and employees. Any insurance or self-insurance maintained by the City of Chico, its officers, officials or employees shall be in excess of the insurance afforded to the named insured by the insurance coverage required herein and shall not contribute to any loss. Such primary insurance status shall be evidenced by a policy endorsement issued by an authorized official of the insurer(s), and shall be at least as broad as CG 20 01 04 13. In the alternative, a letter issued by an authorized official of the insurer(s) and copies of the pertinent page(s) of the policy shall satisfy this requirement.

The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City of Chico (if agreed to in a written contract or agreement) before City of Chico's self-insurance shall be called upon to protect it as a named insured.

All self-insured retentions (SIR) must be disclosed to the City's Human Resources and Risk Management Office for approval and shall not reduce the limits of liability. Policies containing any (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or City of Chico. City of Chico reserves the right to obtain a full certified copy of any Insurance policy or endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

#### Automobile Liability Insurance

Consultant/Contractor shall obtain automobile liability insurance from one or more U.S. domiciled insurance companies licensed to do business in the State of California with an A.M. Best Company rating of "B" or better which provides coverage for bodily injury, personal injury, and property damage liability in the amount of at least \$500,000 combined single limit for each occurrence. Evidence of such coverage shall be maintained by Consultant/Contractor and provided to City upon request.

#### Subconsultant/Subcontractor Insurance

Consultant/Contractor agrees to include with all subconsultants/subcontractors in their subcontract the same requirements and provisions of this agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the subconsultant/subcontractor's work. Subconsultant/Subcontractor agrees to be bound to Consultant/Contractor and City of Chico in the same manner and to the same extent as Consultant/Contractor is bound to City of Chico under the agreement. Subconsultant/Subcontractor further agrees to include the same requirements and provisions of this agreement, including the indemnity and Insurance requirements, with any Sub-subconsultant/Sub-subcontractor to the extent they apply to the scope of the Sub-subconsultant/Sub-subcontractor's work.

A copy of the City of Chico Insurance Provisions will be furnished to the subconsultant/subcontractor upon request. Evidence of such coverage shall be maintained by Consultant/Contractor and provided to City upon request.

#### Workers' Compensation Insurance

Consultant/Contractor shall, at Consultant/Contractor's expense, purchase and maintain in full force and effect workers' compensation insurance as required by Federal and State of California law. Consultant/Contractor shall also require all of Consultant's subconsultants/subcontractors to maintain this insurance coverage. Proof of workers' compensation insurance or other documentation acceptable to City evidencing such insurance coverage shall be provided by Consultant/Contractor or Consultant/Contractor's subconsultants/subcontractors to City upon request.

#### Subrogation

Consultant/Contractor shall agree to waive all rights of subrogation against City for losses arising from Services performed by the Consultant/Contractor or Consultant/Contractor's subconsultants/subcontractors for City under this Agreement.

#### Indemnity

Consultant/Contractor/Subconsultant/Subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement for the full period of time allowed by law.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement.

#### Professional Liability Insurance

Consultant/Contractor shall obtain professional liability (errors and omissions) insurance, with a minimum \$1,000,000 limit, from one or more U.S. domiciled insurance companies licensed to do business in the State of California with an A.M. Best Company rating of "B" or better providing coverage for services rendered to City under this Agreement.

Said insurance coverage shall be evidenced by a certificate of insurance which shall be executed by an authorized official of the insurer(s). In addition to the limits of coverage described above, the certificate of insurance shall provide that the insurer shall provide to City at least 30 days prior notice of cancellation or material change in coverage, or 10 days prior notice of cancellation for non-payment.

**CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT**

WRA, INC.

Architect/Consultant/Engineer

STONEGATE SUBDIVISION EIR

Project Title

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Budget Account No.

EXHIBIT E

CONFLICT OF INTEREST PROVISIONS

None.

**CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT**

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Architect/Consultant/Engineer

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EXHIBIT F

SPECIAL PROVISIONS

None.