

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

GEOCON CONSULTANTS, INC.
Architect/Consultant/Engineer

CMA WELL INSTALLATION AND SOIL BORINGS
Project Title

312-000-8801/45052-312-4140
Budget Account Number

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THIS PROFESSIONAL SERVICES AGREEMENT (Agreement) is entered into on April 22, 2024, between the City of Chico, a municipal corporation under the laws of the State of California, (City) and Geocon Consultants, 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, related 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 the services provided 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'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. Consultant's obligation to indemnify, defend and hold harmless the City, its officers, employees and agents for claims involving "Professional Liability" claims involving acts, errors or omissions in the rendering of professional services (as defined in Civil Code section 2782.8(2), specifically, architects (Business & Professions Code section 5500), landscape architects (Business & Professions Code section 5615), professional engineers (Business & Professions Code section 6701), and professional land surveyors (Business & Professions Code section 8701)), shall be limited to the extent caused by Consultant's negligent acts, errors or omissions.

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

CA STD FORM 06/01/22

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: Geocon Consultants, Inc.
3160 Gold Valley Drive, Suite 800
Rancho Cordova, CA 95742

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:

Mark Sorensen
Mark Sorensen (Apr 22, 2024 09:05 PDT)
Mark Sorensen, City Manager

*Authorized pursuant to Section 3.08.060 of the Chico Municipal Code

APPROVED AS TO FORM:

Eric Salbert on behalf of John Lam
Eric Salbert on behalf of John Lam (Apr 10, 2024 08:34 PDT)
John Lam, City Attorney*

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


CONSULTANT:

[Signature]
By: Josh Ewert, PG
Vice President

APPROVED AS TO CONTENT:

Brendan Ottoboni
Brendan Ottoboni (Apr 10, 2024 12:13 PDT)
Brendan Ottoboni, Public Works Director,
Engineering

REVIEWED AS TO CONTENT:


Barbara Martin (Apr 19, 2024 10:33 PDT)

Barbara Martin, Administrative Services Director*

*Reviewed by Finance and Information Systems

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GEOCON CONSULTANTS, INC.

Architect/Consultant/Engineer

CMA WELL INSTALLATION AND SOIL BORINGS

Project Title

312-000-8801/45052-312-4140

Budget Account Number

EXHIBIT A

DESCRIPTION OF PROJECT

This Project is to install five (5) new groundwater monitoring wells to better define the groundwater contamination plume and perform six (6) off-site soil borings to look for other potential contamination sources.

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EXHIBIT B

SCOPE OF PROFESSIONAL SERVICES - BASIC; COMPLETION SCHEDULE

Scope of Professional Services - Basic

The Consultant shall provide professional services as follows:

TASK 1: PRE-FIELD ACTIVITIES

Permitting

The Consultant shall obtain necessary drilling permits from the Butte County Environmental Health Department (BCEHD) for the advancement of soil borings and installation of groundwater monitoring wells.

Utility Clearance

The Consultant shall mark boring locations with white paint and provide a minimum of 72-hours-notice to the local public utilities via Underground Service Alert (USA) prior to commencement of drilling, as required by law. USA will notify subscribing utility providers to mark their utilities in proximity to the Site.

Subcontractor Procurement

The Consultant shall procure subcontractors to provide drilling, well installation, surveying, laboratory analysis, and investigative-derived waste disposal services.

Notification

The Consultant shall notify the City and the DTSC at least one week prior to mobilizing to the Site for the field investigations.

TASK 2: FIELD ACTIVITIES

This Task describes the sample collection design and rationale for each aspect of the proposed site investigation.

Soil Boring Advancement for Soil and Groundwater Collection

The driller, a C-57 licensed drilling company, shall advance six exploratory soil borings in the northeastern portion of the Site upgradient of wells BCV-2 and GW-4 near Cohasset Road. The driller shall advance these borings using hollow-stem auger drilling equipment until the Consultant encounters groundwater within the first water-bearing zone, which the Consultant anticipates occurring at 85 to 100 feet deep.

The Consultant shall collect relatively undisturbed soil samples at 5-foot intervals to the completion depth of each boring using a Cal-modified split-spoon sampler fitted with stainless steel sampling rings. The Consultant's field geologist, working under the supervision of a California Professional Geologist, shall log soil samples in accordance with the Unified Soil Classification System (USCS). The Consultant shall collect approximately 17 to 20 soil samples per boring for logging purposes.

The Consultant shall observe the soil samples for evidence of impacts (e.g., staining and/or odor) and field screen for the presence of VOCs using a photoionization detector (PID). Should the Consultant encounter evidence of impacts and/or the PID detects the presence of VOCs the Consultant shall segregate these samples for laboratory analysis. The Consultant shall cap and label the selected soil samples and place them in a chilled cooler for storage and transport to a California-certified analytical laboratory (See Task 3). The Consultant anticipates collecting no more than six (6) soil samples from each boring for laboratory analysis.

The Consultant shall also collect unfiltered groundwater grab samples for analysis by lowering a disposable bailer into the interior of the augers to withdraw groundwater and decant the groundwater into laboratory-supplied bottles. The Consultant shall place the groundwater samples in a chilled cooler for transport under chain-of-custody to the laboratory.

The Consultant shall provide the laboratory analysis data to and arrange for removal and disposal of the waste by a licensed waste hauler.

Groundwater Monitoring Well Installation

The driller shall install three groundwater monitoring wells within the first water-bearing zone to the north-northwest of wells BCV-15, BCV-16, and BCV-2, and two groundwater monitoring wells within the first water-bearing zone to the south of well BCV-27. The driller shall drill the borings for the wells using hollow-stem auger drilling equipment, advancing the northwestern borings to approximate depths of 110 feet (10 feet below the groundwater surface) and the southwestern boring to approximate depths of 90 feet (also 10 feet below the groundwater surface). The Consultant shall collect relatively undisturbed soil samples at 5-foot intervals to the completion depth of each boring. The Consultant shall log, screen, and handle the soil samples as described above. The Consultant shall submit selected soil samples collected from the three borings to the laboratory for analysis.

The driller shall place a 2-inch-diameter PVC casing with a 10-foot-long, 0.010-inch slotted screen interval in each boring. The driller shall set the well screen with approximately 10 feet of screen below the water table. The driller shall place a filter pack consisting of #3 silica or equivalent sand from the bottom of the boring to approximately 2 feet above the top of the well screen. The driller shall then swab and surge the wells with a surge block and bail them to remove fine-grained sediment from the well and to seat the sand pack around the screen. The

driller shall add sand as necessary to bring the top of filter pack back up to 2 feet above the top of the well screen. The driller shall then place and hydrate a well seal consisting of at least 2 feet of bentonite chips immediately above the filter pack. The driller shall grout the remaining annular space to the surface with a Portland cement slurry and secure it with a 12-inch-diameter, traffic-related well box. A California-licensed surveyor shall survey the location and elevation of the top of the well casing in each well.

Groundwater Monitoring Well Development

No sooner than 72 hours after completing the grout sealing of the wells, the Consultant shall develop each new monitoring well to remove sediment that may have infiltrated the wells and filter pack during construction. The Consultant shall perform the well development using a combination of bailing, swabbing and surging, and pumping with a portable electric submersible pump. The Consultant shall periodically record measurements of pH, conductivity, temperature, and turbidity during the development activities and note them on a field log. The Consultant shall continue development until turbidity measurements are less than 5 nephelometric turbidity units, 10 casing volumes have been removed from the well, or 2 hours has passed, whichever is sooner.

Groundwater Sample Collection

No sooner than 24 hours following well development, the Consultant shall sample the wells. Prior to purging and sampling, the Consultant shall measure the depth to groundwater in the newly installed wells with an electronic water level meter and record the depths on well sampling data sheets. Next, the Consultant shall purge approximately three casing volumes of groundwater, or the amount at which point water quality parameters (temperature, pH, and conductivity) stabilize, from each monitoring well with a portable submersible pump or bailer. After each well volume is purged, the Consultant shall measure temperature, conductivity and pH and record them on the well sampling data sheets. Once purging is complete, the Consultant shall collect unfiltered groundwater samples from each well using a disposable bailer to collect water and decant it into laboratory-supplied bottles. The Consultant shall label each sample and place it in a chilled cooler for storage and transport to the laboratory under standard chain-of-custody protocol.

The Consultant shall decontaminate the sampling equipment utilized during well installation procedures prior to and following each use of the equipment by washing with an Alconox® solution followed by a double rinse with distilled water. The Consultant shall retain and dispose of the soil cuttings and decontamination fluids from drilling operations in labeled 55-gallon drums, pending waste acceptance and disposal. The Consultant shall collect drill cutting and water samples and submit them to the laboratory under chain-of-custody documentation for analysis for the constituents listed in Task 3 and any additional requirements established by the disposal facility. The Consultant shall provide the laboratory analysis data to and arrange for removal and disposal of the waste by a licensed waste hauler.

TASK 3: LABORATORY ANALYSIS

The analytical laboratory shall analyze selected soil samples for VOCs by United States Environmental Protection Agency (USEPA) Test Method 8260B and the groundwater samples for VOCS by USEPA Test Method 8260B and 8260-SIM.

TASK 4: SITE INVESTIGATION REPORT

The Consultant shall prepare a report describing the field activities and laboratory analyses and summarizing the findings of the investigation. The report shall include:

- A Project description including background information and a statement of the investigation purpose and objectives;
- Description of pre-field and field activities;
- A description of the Consultant's observations including any changes to the planned field activities;
- Laboratory analysis results in tabular and graphical formats;
- Conclusions based on the Consultant's observations and the results of laboratory analysis results;
- Appendices including the BCEHD drilling permits and laboratory analysis reports and investigative waste disposal manifests;
- A Site Plan showing boring locations;
- Site photographs; and
- Recommendations for further action including additional investigation, if necessary, and remedial action, including continued groundwater extraction.

A draft site investigation report shall be submitted to the City and the DTSC within 45 days of completion of field activities.

Completion Schedule

The Consultant shall complete all services outlined herein in compliance by **December 31, 2024**.

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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 **\$265,645.60** for services outlined in the cost proposal attached as page C-2.

Compensation shall be based upon actual invoices received.

A total of **\$11,049.85** for Task 1 will be authorized initially with the remainder of compensation for Tasks 2 through 4 authorized in writing by the City at a later date.



COST ESTIMATE

Project Name: Chico Municipal Airport Well Installation and Soil Borings
Project Address: Chico, California

TASK	QUANTITY	UNITS	RATE	MARKUP	AMOUNT
Task 1 - Pre-field Activities: Site Preparation (USA markout/utility locating), Health and Safety Update, and Subcontracting					
Senior Engineer/Geologist/Scientist	4	Hrs	\$180.00	1.00	\$720.00
Project Engineer/Geologist/Scientist	8	Hrs	\$150.00	1.00	\$1,200.00
Senior Staff Engineer/Geologist/Scientist	24	Hrs	\$140.00	1.00	\$3,360.00
GIS Specialist	2	Hrs	\$115.00	1.00	\$230.00
Word Processing/Production	2	Hrs	\$90.00	1.00	\$180.00
Pickup Truck	1	Each	\$140.00	1.00	\$140.00
<u>Outside Direct Costs</u>					
Private Utility Locator (ART)	1	Quote	\$1,130.00	1.15	\$1,299.50
Butte County Well Installation Fees	5	Each	\$590.00	1.15	\$3,392.50
Butte County Soil Boring Fees	1	Each	\$459.00	1.15	\$527.85
Total Task 1:					\$11,049.85
Task 2 - Field Activities: Well Installation, Development, and Initial Sample Collection, Soil Borings w/Grab Groundwater Samples					
<u>Well Installation/Soil Borings</u>					
Senior Engineer/Geologist/Scientist	12	Hrs	\$180.00	1.00	\$2,160.00
Senior Staff Engineer/Geologist/Scientist	200	Hrs	\$140.00	1.00	\$28,000.00
Level D PPE/Decon Rinse Equipment	19	Each	\$50.00	1.00	\$950.00
Photoionization Detector	19	Each	\$150.00	1.00	\$2,850.00
Water Level Indicator	19	Each	\$50.00	1.00	\$950.00
Pickup Truck	19	Each	\$140.00	1.00	\$2,660.00
Per Diem	15	Each	\$200.00	1.00	\$3,000.00
<u>Subcontractor Costs (Penecore)</u>					
Well Installation and Soil Borings	1	Quote	\$140,125.00	1.15	\$161,143.75
(contingency if Sonic rig is needed)	1	Est	\$20,000.00	1.15	\$23,000.00
<u>Well Development and Sampling</u>					
Senior Engineer/Geologist/Scientist	4	Hrs	\$180.00	1.00	\$720.00
Staff Engineer/Geologist/Scientist	32	Hrs	\$130.00	1.00	\$4,160.00
Level D PPE/Decon Rinse Equipment	1	Each	\$50.00	1.00	\$50.00
Water Level Indicator	1	Each	\$50.00	1.00	\$50.00
pH/Conductivity/Temp Meter	1	Each	\$60.00	1.00	\$60.00
Bailer (reusable)	1	Each	\$33.00	1.00	\$33.00
Battery-Powered Pump	1	Each	\$75.00	1.00	\$75.00
Pickup Truck	1	Each	\$140.00	1.00	\$140.00
Per Diem	2	Each	\$200.00	1.00	\$400.00
<u>Subcontractor Costs (EON Products)</u>					
Tethers and PDBs for five new wells	1	Est	\$500.00	1.15	\$500.00
<u>Subcontractor Costs (Morrow Surveying)</u>					
Survey crew to survey five groundwater monitoring wells	1	Quote	\$2,600.00	1.15	\$2,600.00
<u>Waste Disposal</u>					
Senior Staff Engineer/Geologist/Scientist	4	Hrs	\$140.00	1.00	\$560.00
Profiling and Disposal of Investigative Derived Waste	1	Est	\$5,000.00	1.15	\$5,750.00
Total Task 2:					\$239,811.75
Task 3 - Laboratory Analysis					
Senior Staff Engineer/Geologist/Scientist	2	Hrs	\$140.00	1.00	\$280.00
VOCs	52	Each	\$80.00	1.15	\$4,784.00
Total Task 3:					\$5,064.00
Task 4 - Report Preparation					
Senior Engineer/Geologist/Scientist	8	HRS	\$180.00	1.00	\$1,440.00
Project Engineer/Geologist/Scientist	12	HRS	\$150.00	1.00	\$1,800.00
Staff Engineer/Geologist/Scientist	40	HRS	\$130.00	1.00	\$5,200.00
GIS Specialist	8	HRS	\$115.00	1.00	\$920.00
Word Processing/Production	4	HRS	\$90.00	1.00	\$360.00
Total Task 4:					\$9,720.00
Total All Tasks:					\$265,645.60

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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.

For All Required Insurance

In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled, at any time and no replacement coverage is provided, the City has the right to, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by the City shall be charged to and promptly paid by Consultant or deducted from sums due the City, at the City's option.

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

GEOCON CONSULTANTS, INC.

Architect/Consultant/Engineer

CMA WELL INSTALLATION AND SOIL BORINGS

Project Title

312-000-8801/45052-312-4140

Budget Account Number

EXHIBIT E

CONFLICT OF INTEREST PROVISIONS

None.

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

GEOCON CONSULTANTS, INC.

Architect/Consultant/Engineer

CMA WELL INSTALLATION AND SOIL BORINGS

Project Title

312-000-8801/45052-312-4140

Budget Account Number

EXHIBIT F

SPECIAL PROVISIONS

None.