

**CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT**

ICF JONES & STOKES, INC.  
Architect/Consultant/Engineer

GUYNN AVENUE BRIDGE OVER LINDO CHANNEL  
Project Title

307-000-8800/50232-307-4120  
Budget Account Number

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**THIS PROFESSIONAL SERVICES AGREEMENT** (Agreement) is entered into on April 25 \_\_\_\_\_, 2024, between the City of Chico, a municipal corporation under the laws of the State of California, (City) and ICF Jones & Stokes, Inc., a Delaware 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 reasonable standard of care 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, attribute to the gross negligence 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, 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 liability for damages arising out of this contract shall not exceed the amount which has been paid to Consultant for its performance under the applicable work order. Neither party shall be responsible for indirect losses or consequential damages.

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**

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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 not to be unreasonably withheld.

### **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**

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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: ICF Jones & Stokes, Inc.  
Molly Smith – Contracts Manager  
1902 Reston Metro Plaza  
Reston, VA 20190

**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 25, 2024 11:10 PDT)  
Mark Sorensen, City Manager

CONSULTANT:

Patricia E. Toben-Cropper  
Patricia E. Toben-Cropper (Apr 23, 2024 09:57 EDT)  
By: Patricia Toben-Cropper  
Title Senior Manager

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

APPROVED AS TO FORM:

*John W. Lam*  
[John W. Lam \(Apr 16, 2024 21:37 PDT\)](#)

John Lam, City Attorney\*

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

REVIEWED AS TO CONTENT:

*Barbara Martin*  
[Barbara Martin \(Apr 25, 2024 11:06 PDT\)](#)

Barbara Martin, Administrative Services Director\*

\*Reviewed by Finance and Information Systems

APPROVED AS TO CONTENT:

*Brendan Ottoboni*  
[Brendan Ottoboni \(Apr 17, 2024 08:22 PDT\)](#)

Brendan Ottoboni, Public Works Director -  
Engineering



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## EXHIBIT A

### DESCRIPTION OF PROJECT

The Project consists of the removal and replacement of the existing Guynn Avenue Bridge over Lindo Channel (Bridge No. 12C0066). The new structure will accommodate two (2) 11-foot travel lanes, five-foot shoulders, and a six-foot sidewalk on the east side. The new bridge is anticipated to be a precast prestressed concrete box beam single-span structure, approximately 90 feet long.

Construction of the bridge will involve excavation for and construction of concrete abutments and deep foundations. Temporary work within Lindo Channel includes installation of scour countermeasures at the support locations. Lindo Channel is a seasonal creek and construction is anticipated to proceed without the need for a temporary water diversion system. Construction of the roadway approaches will involve the removal of existing pavement and placement of aggregate base and hot mix asphalt pavement. New curb, gutter, and sidewalk will be constructed on the approach roadways.

One permanent acquisition and three temporary construction easements will be needed. Tree and vegetation removals and trimmings will be required. Several utility lines will be relocated. Construction is anticipated to begin in Spring 2027 or 2028 and will have a duration of approximately eight months. During construction, Guynn Avenue will be closed to traffic and a detour route made available.

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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: PROJECT MANAGEMENT**

Consultant shall conduct administrative functions related to contract requirements. This includes coordination with the City and preparation and submittal of monthly invoices. Consultant's Project Manager shall provide technical oversight for implementation of the scope of work and shall perform administrative functions necessary for the tasks assigned.

Consultant shall review the engineering drawings, traffic data, and other project information provided by the City and its consultants for use in the updated studies that shall be prepared by Consultant for the Project. Consultant shall coordinate with the City and its consultant engineers, as appropriate, to confirm the project impact limits and other project details. Consultant shall participate in up to four technical conference calls to discuss the Project design details.

**Deliverables:** *Telephone and email status updates, as needed.*

**Assumptions:** *All Project information shall be provided on a schedule that allows Consultant's scope of work to be completed no later than July 2024.*

#### **TASK 2: AIR QUALITY STUDIES**

Consultant shall prepare a Caltrans air quality report (AQR), Air Quality Conformity Analysis (AQCA), and interagency consultant (IAC) memo. Consultant shall also prepare a brief technical memo to support preparation of the City's CEQA document. Both studies are described below.

### Caltrans Reports

Consultant shall prepare an AQR and AQCA in accordance with current Caltrans protocols/guidelines. Construction emissions shall be quantified using the California Emissions Estimator Model (CaEEMod). Model inputs shall be obtained from the prior Project analysis, unless otherwise updated by the City. Operational criteria pollutant and greenhouse gas (GHG) emissions shall be quantified using CT-EMFAC and VMT data Headway Transportation's 2020 *Traffic Analysis & Technical Study – Guynn Avenue Bridge Replacement* (Traffic Memo). The Traffic Memo identifies opening and design years of 2020 and 2040, respectively. This scope of work assumes the City will provide documentation verifying traffic analyses for these years are representative of the revised opening and design years. The documentation shall be included in the AQR. Construction and operational criteria pollutant and GHG emissions shall be quantified for one Project alternative. Mobile source air toxics (MSAT) and localized carbon monoxide (CO) concentrations shall be assessed qualitatively, consistent with the prior analysis.

The Project was previously determined to satisfy regional transportation conformity and underwent IAC for project-level transportation conformity. Because the design and location of the Project has changed since the 2021 IAC determination, this scope assumes that regional and project-level transportation conformity must be reevaluated. Accordingly, Consultant shall confirm the Project is correctly listed in the Butte County Association of Governments' (BCAG) Regional Transportation Plan and Federal Transportation Improvement Program. Consultant shall also prepare and submit an IAC memo to BCAG's IAC group to verify that the revised Project is not a project of air quality concern (POAQC), which is assumed by this scope. Traffic data from the Traffic Memo, as verified for application to the revised opening and design years, shall be used to inform the IAC analysis, with documentation.

### CEQA Memorandum

The CEQA memo shall be prepared based on the revised emission modeling performed for the AQR but shall contain additional analysis consistent with the Butte County Air Quality Management District's (BCAQMD) CEQA guidelines. The technical memo shall use content from the previously prepared memo and shall incorporate by reference the setting and regulatory sections of the AQR. The impact analysis shall include the following.

1. **Short-term and long-term emissions from project construction and operation:** The analysis of construction impacts shall address construction-related mitigation measures recommended by the BCAQMD, including adherence to BCAQMD rules and regulations. Estimated construction and operational emissions shall be compared to the BCAQMD's emission thresholds to determine project significance. If emissions are found to be significant, mitigation measures shall be developed and quantified to the extent feasible to address identified impacts.
2. **Health effects from criteria pollutant emissions:** Potential regional and localized health effects from increased criteria pollutant emissions generated during construction and operations shall be generally described, as well as modeling limitations of quantitatively correlating project-specific emissions to specific health consequences. Should models or guidance become available that enables a

quantitative correlation of project emissions to health impacts, a scope and budget amendment would be required.

3. **Localized carbon monoxide hot spots:** Consultant shall incorporate the qualitative CO hot-spot analysis prepared for the AQR.
4. **Toxic air containments:** The primary toxic air containments of concern are naturally occurring asbestos (NOA) and diesel particulate matter (DPM). The potential for NOA disturbance during construction shall also be documented based on mapping from the U.S. Geological Service. Compliance with BCAQMD dust control practices shall be discussed.

The bridge replacement shall occur within 1,000 feet of single-family homes. However, construction would occur over many phases and along the entire alignment, and as such, DPM emissions would not be concentrated at a single location. Consultant shall qualitatively assess potential health risks to existing receptors from construction generated DPM emissions. The analysis shall consider the duration of construction activities at a single location, as well as any proposed reduction measures for diesel exhaust. An optional task is presented below should the City prefer to evaluate construction-related health risks quantitatively.

Consultant shall qualitatively discuss potential long-term health risks to existing receptors from increased capacity on Guynn Avenue Bridge. This scope assumes ADT on Guynn Avenue is well below 50,000 and the road shall not serve a significant (more than 5% of ADT) number of diesel-powered vehicles. This scope does not include a dispersion modeling analysis of long-term changes in toxic air contaminants.

5. **Odors:** Consultant shall qualitatively evaluate temporary odors during construction based on BCAQMD guidance and compliance with rules and regulations.
6. **Consistency with Climate Change Regulations:** Consultant shall qualitatively evaluate the project's consistency with local and statewide climate change policies, including Senate Bill 32, Assembly Bill 1279, BCAG's Regional Transportation Plan, and the City's 2021 Climate Action Plan Update.

**Deliverables:**

- *Draft Caltrans AQR and AQCA (PDF) Final Caltrans AQR and AQCA (PDF and 2 printed copies for Caltrans' use)*
- *IAC memo (including submission to BCAG) (PDF)*
- *Draft Air Quality and Greenhouse Gas CEQA Memo (PDF)*
- *Final Air Quality and Greenhouse Gas CEQA Memo (PDF)*

**Assumptions:**

- *The City will confirm the prior construction assumptions are applicable to the revised analysis or provide alternative assumptions for modeling.*

- *The City will provide documentation verifying traffic analyses from the Traffic Memo are representative of the revised opening and design years.*
- *The Project will be determined not to be a POAQC.*
- *Construction and operational criteria pollutant and GHG emissions will be quantified for one project alternative.*
- *MSATs, localized CO concentrations, and receptor exposure to construction generated DPM and criteria pollutants will be assessed qualitatively.*

### **TASK 3: HISTORICAL RESOURCES EVALUATION REPORT**

#### **Area of Potential Effects Map**

Consultant shall prepare an updated Area of Potential Effects (APE) map for built-environment cultural resources in consultation with Caltrans, the City, and the City's engineering consulting team. The APE shall include all properties within the proposed Project rights-of-way, dependent upon the potential for effects on cultural resources. The APE shall include all temporary and permanent Project features, such as staging areas, utility relocations, and access/haul roads, if known, as well as Assessor's parcel boundaries. Consultant shall prepare up to two draft versions of the built environment APE boundary. Consultant shall transmit the built environment APE boundary to Gallaway Enterprises (Project consultant) for incorporation into the Project's APE map.

Gallaway Enterprises shall coordinate with Caltrans PQS regarding approval of the APE map. All needed parties shall sign the third version (or an earlier version if revisions were not needed) of the APE map. Consultant assumes that Project limits shall not change once the APE map is approved by the City and Caltrans cultural staff.

#### **Record Search**

A search of the Northeast Information Center at Chico State was requested by the Gallaway Enterprises consultant team. All results from the record search will be sent by Gallaway Enterprises or the City to Consultant.

#### **Historical Resources Evaluation Report**

Consultant shall complete a revised Historical Resources Evaluation Report (HRER) for the revised Project following the guidelines published in Caltrans' Standard Environmental Reference (SER) and in accordance with the 2014 *First Amended Programmatic Agreement Among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance with Section 106 of the National Historic Preservation Act, as it Pertains to the Administration of the Federal-Aid Highway Program in California* (Section 106 PA).

1. **Research:** The research conducted for the HRER prepared in 2021 shall be re-used and shall include the research previously conducted to develop a historic context to evaluate the built-environment resources in the APE. Consultant shall also re-contact local museums, government repositories, and historical societies, if needed, to complete property-specific research for built-environment cultural resources in the

APE. These organizations may include, but are not limited to, the Chico Museum, the Butte County Historical Society, Butte County Assessor's Office, Records Office, and the Chico Heritage Association.

2. **Consulting Parties:** Consultant shall confirm the previously prepared list of potential consulting parties and will contact the parties on behalf of, and in conjunction with, Caltrans PQS. Copies of the previous and new correspondence and a correspondence log shall be included as an appendix to the HRER.
3. **Field Survey:** Consultant assumes that the field work conducted for the 2021 HRER is adequate for the revised HRER. Reviewing recent aerial photographs, the buildings that shall be included in the revised APE map post-date 2020. Consultant assumes no new (from the previous document version) built-environment cultural resources in the APE constructed within the past 45 years.
4. **DPR 523 Form Sets:** Consultant shall use the Department of Parks and Recreation (DPR) 523 form sets previously prepared for the two built-environment resources. The DPR 523 form sets shall be included as an appendix to the revised HRER.

**Deliverables:**

- *Draft, revised Draft, Final built environment APE boundary (PDF, shapefile, or similar)*
- *Draft HRER (MS Word and PDF)*
- *Final HRER (MS Word, PDF, and 3 printed copies for Caltrans' use)*

**Assumptions:**

- *Two residential properties were previously evaluated for NRHP and CRHR eligibility and will be included in the HRER. No new evaluations will be conducted as part of this scope. No bridges or roadway features will be evaluated as part of this Project.*
- *No properties outside the APE will be recorded and evaluated for NRHP or CRHR eligibility, either individually or as part of a district. If Caltrans advises and/or requires the expansion of the APE, a contract amendment will be necessary.*
- *If the Project changes after the APE map has been signed, an additional out-of-scope draft APE may be necessary, which will be determined in consultation with the City and Caltrans.*
- *Based on preliminary research, Consultant assumes that no historic properties or historical resources will be identified as part of the HRER. Consultant further assumes that a Finding of Effect report will not be necessary for the project.*
- *Final APE (for signature) is being prepared by other consultants.*
- *Archaeological technical reports are being prepared by other consultants.*
- *Historic Property Survey Report form is being prepared by other consultants.*
- *The City or Caltrans staff will contact the Butte County Assessor's office to assist with gaining access to building characteristics contained within the Assessor's records.*
- *The City or Caltrans staff will contact the City to assist with obtaining copies of building permits.*

The City will provide all available information to Consultant prior to beginning work. The following information will be provided in electronic format to Consultant to allow work to begin.

- Updated written description of proposed Project, and alternatives.
- Access to site (including any relevant adjacent parcels) and contact names of on-site personnel or property owners (if needed).
- Shapefile or KMZ delineating the APE for archaeological resources.
- Copies of previous geotechnical and environmental site studies or surveys.
- Current site plans showing property boundaries, construction plans, and Project description including extent of road and bridge widening (both temporary and permanent disturbance limits).
- Traffic operations data needed for air quality analysis.
- Construction phasing and equipment and construction details following the input requirements for the construction emissions air quality model.
- Information on the use of pile drivers: type of equipment, locations and for how many days they would be used in each location. Hours of the day for use of pile drivers specifically.

If needed, the City will provide the following.

- Assistance with gaining access to Butte County Assessor's office to obtain building characteristics contained within the Assessor's records.
- Assistance with obtaining copies of building permits.

### Completion Schedule

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

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EXHIBIT C

COMPENSATION

Compensation for the services shall be in accordance with the following schedule of hourly rates attached as page C-2. Total maximum compensation for the services outlined herein shall not exceed **\$36,424.67**.

Compensation shall be based upon actual invoices received and shall be paid according to the following schedule:



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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 the minimum coverage and limits specified in this Agreement.

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 Contractor/Consultant 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 included as additional insureds with respect to 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.

#### 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

The Parties shall mutually agree to waive all rights of subrogation against the other Party 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 Consultant/Contractor 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**

ICF JONES & STOKES, INC.  
Architect/Consultant/Engineer

GUYNN AVENUE BRIDGE OVER LINDO CHANNEL  
Project Title

307-000-8800/50232-307-4120  
Budget Account Number

EXHIBIT E

CONFLICT OF INTEREST PROVISIONS

None.

**CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT**

ICF JONES & STOKES, INC.  
Architect/Consultant/Engineer

GUYNN AVENUE BRIDGE OVER LINDO CHANNEL  
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EXHIBIT F

SPECIAL PROVISIONS

None.