

CITY OF CHICO - SERVICE PROVIDER AGREEMENT

KENNEDY JENKS CONSULTANTS, INC.

Provider

ON-CALL PROFESSIONAL ENGINEERING SERVICES SEWER
COLLECTION AND TREATMENT SYSTEMS

Project Title

VARIOUS

Budget Account Number

TABLE OF CONTENTS

<u>Section/Title</u>	<u>Page No.</u>
SECTION 1 - DESCRIPTION OF SERVICES	2
SECTION 2 - SCOPE OF SERVICES	2
SECTION 3 - COMPENSATION	2
SECTION 4 - TERM; TERMINATION	3
SECTION 5 - RESPONSIBILITY OF PROVIDER	3
SECTION 6 - RESPONSIBILITY OF CITY	3
SECTION 7 - INDEMNIFICATION	3
SECTION 8 - INSURANCE	4
SECTION 9 - CITY ACCESS TO PROVIDER’S RECORDS.....	4
SECTION 10 - INDEPENDENT CONTRACTOR	4
SECTION 11 - OWNERSHIP OF DOCUMENTS	5

SECTION 12 - CONFLICT OF INTEREST CODE APPLICABILITY5

SECTION 13 - SUBCONTRACTING SERVICES5

SECTION 14 - ASSIGNMENT.....5

SECTION 15 - AMENDMENTS5

SECTION 16 - COMPLIANCE WITH LAWS, RULES, AND REGULATIONS5

SECTION 17 - SEVERABILITY.....6

SECTION 18 - NOTICE.....6

SECTION 19 - EXHIBITS INCORPORATED6

SECTION 20 - SPECIAL PROVISIONS.....6

THIS SERVICE PROVIDER AGREEMENT (“Agreement”) is entered into on February 13, 2024, between the City of Chico, a municipal corporation under the laws of the State of California (“City”), and Kennedy Jenks Consultants, Inc., a California corporation, (“Provider”).

SECTION 1 - DESCRIPTION OF SERVICES

City desires to hire Provider to perform those certain services described in Exhibit A, entitled “Description of Services.”

SECTION 2 - SCOPE OF SERVICES

Provider shall perform and complete services as set forth more particularly in Exhibit B, entitled “Scope of Services” and the Attachments, created by City as services are to be rendered by Provider and numbered sequentially, to Exhibit B.

SECTION 3 - COMPENSATION

Provider shall be compensated for services provided 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 Provider from City for services rendered shall be evidenced by the submission to City by Provider 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 City on or before the 15th day of the month next following the month or months, or other applicable period, for which services 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 Provider submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, City shall not be obligated to process any payment to Provider until a correct and complying invoice has been submitted.

SECTION 4 - TERM; TERMINATION

The initial term of this Agreement shall be for a period of three years, commencing on the date of contract execution by all parties, and terminating three years thereafter. Thereafter, the term of this Agreement may be extended at the option of City for two successive one-year periods. 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 Provider. In this latter event, Provider shall be entitled to compensation for all services performed for City to the date of such termination.

SECTION 5 - RESPONSIBILITY OF PROVIDER

By executing this Agreement, Provider warrants to City that Provider possesses, or will arrange to secure from others, all of the necessary capabilities, experience, resources and facilities necessary to provide to City the services under this Agreement. In procuring the services of others to assist Provider in performing the services set forth in Exhibit B, Provider shall not employ or otherwise obtain the services of any person or entity known to Provider 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. Provider 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 services rendered under this Agreement.

SECTION 6 - RESPONSIBILITY OF CITY

To the extent appropriate in relation to services contemplated by this Agreement, City shall:

- a. Assist Provider by placing at Provider's disposal all available information pertinent to services;
- b. Designate in writing a person to act as City's representative with respect to 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 services; and
- c. Give prompt written notice to Provider whenever City observes or otherwise becomes aware of any deficiency in services.

SECTION 7 - INDEMNIFICATION

To the fullest extent permitted by law, Provider 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 Provider, its officials, officers, employees, subcontractors, consultants or agents in connection with the services provided for by this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Provider 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.

Provider'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. Provider's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City, its directors, officials, officers, employees, agents, or volunteers. Provider'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 Provider's negligent acts, errors or omissions.

SECTION 8 - INSURANCE

Any requirements by City that Provider carry general liability or any other type of insurance in connection with the services to be performed by Provider pursuant to this Agreement shall be as set forth in Exhibit D, entitled "Insurance Provisions."

SECTION 9 - CITY ACCESS TO PROVIDER'S RECORDS

Provider 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 (4) years following the date of final payment to Provider 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 Provider's usual and customary business hours. Provider shall provide proper facilities to City's representative(s) for access and inspection. Provider 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 service to City, falling under the provisions of Section 3, above.

SECTION 10 - INDEPENDENT CONTRACTOR

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

SECTION 11 - OWNERSHIP OF DOCUMENTS

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

SECTION 12 - CONFLICT OF INTEREST CODE APPLICABILITY

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

SECTION 13 - SUBCONTRACTING SERVICES

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

SECTION 14 - ASSIGNMENT

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

SECTION 15 - AMENDMENTS

This Agreement represents the entire understanding of City and Provider 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. City may at any time, upon a minimum of 10 days written notice, amend the scope of services to be provided under this Agreement. Provider shall, upon receipt of said notice, determine the impact on both time and compensation of such amendment and notify City in writing. Upon agreement between City and Provider as to the extent of said impacts to time and compensation, this Agreement shall be amended. Execution of the amendment by City and Provider shall constitute Provider's notice to proceed with the amended scope.

SECTION 16 - COMPLIANCE WITH LAWS, RULES, AND REGULATIONS

All services performed by Provider 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.

SECTION 17 - SEVERABILITY

This Agreement shall be administered and interpreted under the laws of the State of California. 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.

SECTION 18 - 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
City of Chico
P. O. Box 3420
Chico, CA 95927-3420

To Provider: Kennedy Jenks Consultants, Inc.
275 Battery Street, Suite 550
San Francisco, CA 94111

SECTION 19 - EXHIBITS INCORPORATED

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

SECTION 20 - 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 have executed this Agreement on the date first set forth above.

CITY:

PROVIDER:

Mark Sorensen
Mark Sorensen (Feb 13, 2024 15:09 PST)

Janice E. Kilbey

CITY OF CHICO - SERVICE PROVIDER AGREEMENT

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PROVIDER

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EXHIBIT A

DESCRIPTION OF SERVICES

Upon request by the City and under City direction, the Provider shall provide On-Call Professional Engineering Services for a variety of locally-funded projects in accordance with applicable local, state, and federal regulations. Typical projects requiring professional engineering services may include, but are not limited to: design, construct, maintain, rehabilitate, and replace the City's sewer collection and treatment system. Tasks assigned amongst these projects could vary and/or include a combination of environmental, surveying, right-of-way, geotechnical, design, bidding and construction engineering. As Capital Improvement Program (CIP) projects become available for assignment, project specific "task orders" called Attachments will be issued.

CITY OF CHICO - SERVICE PROVIDER AGREEMENT

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PROVIDER

ON-CALL PROFESSIONAL ENGINEERING SERVICES SEWER
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EXHIBIT B

SCOPE OF SERVICES - BASIC; COMPLETION SCHEDULE

Scope of Services - Basic

The services which could be requested with this contract are broad within this profession and include the following:

1. **PROJECT MANAGEMENT**

The Provider shall provide overall project management including; monthly invoicing, schedule updates, meeting agendas and minutes, quality assurance and quality control, communication with City staff, timely responses to requests for information.

For large projects, this task includes preparation of a Project Management Plan.

Monitor project budget for level of effort performed versus progress achieved and keep the City informed of any potential changes to scope, schedule, and budget.

Participation in weekly/bi-weekly meetings with City staff and internal stakeholders.

2. **SEWER COLLECTION SYSTEM DESIGN, ASSESSMENT, PLANNING, AND CONSTRUCTION MANAGEMENT SUPPORT**

2.1 Sewer Main Replacement Program Planning

Provider shall provide planning support services for the sewer collection system, including support for development, analysis, and phasing of projects.

Provide the City with technical assistance in developing and delivering a Sewer Main Replacement Program. This may include creation of diagrams, schematics, and other materials for public outreach and stakeholder engagement.

2.2 Preliminary Design Report (PDR)

The PDR is the foundational document in which a project is defined. Upon issuance of a Task Order the Consultant shall generate, in coordination with the City, a PDR in which the following items shall be covered:

- *Initial Scoping Meetings* – The purpose of these meetings is to clarify the scope of work through research and identification of a problem statement. These meetings may involve City staff, stakeholders, and permitting agencies if applicable.
- *Background* - Include the location and description of the existing sewer alignment, year(s) constructed, lengths, diameters and materials of pipe, and the reason for the project. Describe the condition of the sewer. Attach a figure(s) showing the existing (and proposed) alignments. Include an aerial photo of the area showing all City facilities for large or complex projects.
- *Existing Conditions, Background Drawings and Reports* – The City will provide any existing as-built drawings, studies, and reports that apply to the project to the Provider. The Provider shall investigate, analyze, and measure the existing facilities to the extent necessary to determine the information necessary for project work. The Provider shall request and obtain substructure information from all utilities within the project area.
- *Results from Site Visits* – The Provider’s design team should schedule and conduct a site visit with City staff to become familiar with the project area and identify constraints. During the site visit, confirm that as-built drawings reflect what is on and below the ground and note any modifications or changes to be surveyed or added electronically to the background drawings.
- *Additional Tasks Required for Design* - The Provider shall identify additional investigative work required by geotechnical, survey, or other service providers and provide recommendations for sub consultants (or prime consultant) to perform these tasks. The City may provide the geotechnical and/or surveying consultant under a separate contract. The number and locations of potholes shall be identified, and appropriate traffic control plans created. The Provider shall provide a qualified sub-consultant to perform potholing.
- *Sewer Lateral Analysis* – Each project shall include a table of all existing and proposed sewer laterals. For projects that are relocating the sewer main, an analysis related to right of way, slope, construction challenges, and any other potential issues related to working on private property.

- *Alternatives Analysis* – All available alternatives shall be evaluated based on ultimate flow conditions, sewer condition, available alignments, flow bypass capabilities, and cost. Alternatives may include a replacement sewer and removing the existing sewer from service, a sewer main relocation, a combination of replacement and rehabilitation, various methods of rehabilitation, or a combination of the above. A planning level estimate of the costs for the various alternatives should be included.
- *Preliminary Design and Construction Schedule* – Prepare a schedule showing the time frames for developing construction drawings, specifications, and other related information for the 30%, 60%, 90% and 100% Phases, and the anticipated duration for construction of the selected alternative.
- *Planning Level Cost Estimate* – Prepare a cost estimate at a planning level ($\pm 30\%$ - 60%)
- *Sewershed Area Study and Flow Capacity* - Include the current dry weather peak flow, wet weather peak flow if available, the ultimate peak flows based on land use and General Plan build-out population with a recommendation for which flows should be used, and the ultimate peak wet weather flows if this can be estimated. Also, include as applicable, the flow capacities for the existing sewer and various pipe size options for replacement sewers, together with the percent d/D for the existing sewer and each option. Provide schematic(s) showing pipe size, junctions, current and ultimate peak flows, flow depths and flow capacities of the proposed and existing sewers. For rehabilitation, include the flow capacities and percent d/D of the rehabilitated sewer using the reduced pipe internal diameter and the lower Manning's roughness coefficient as appropriate.
- *Closed Circuit Television (CCTV) Inspection Review* – The City will provide access to CCTV inspection records for the existing sewer. The CCTV records shall be reviewed to confirm the condition of the sewer and to help determine the method of rehabilitation, or if repair is necessary. If CCTV records are not available the Provider shall provide a list of qualified personnel to CCTV the necessary lines.
- *Permitting* – Prepare a table showing the required permits (local, regulatory, environmental, etc.), applicable agencies, costs, documentation required, and a schedule to achieve permits.
- *Discussion* - For rehab and/or replacement, discuss and compare the various options, provide tables showing the construction cost for each option, describe the alignment, available corridor or substructure interferences, local sewer and lateral connections, rehabilitation needs, constructability, right of way requirements, indicate if it is in Caltrans or railroad property, upcoming construction in the area (nexus with other projects), potential contamination along specific alignments, agency requirements, traffic, operations and maintenance (O&M) considerations, and anything else that may have a bearing on the recommendation. For rehabilitation, recommend the extent of rehabilitation based on CCTV and show on a figure. Include a discussion of right of way, rehabilitation method, capacity after lining, pump bypass or flow diversions, manhole condition and recommendation, and cost.

- *Recommendation* - Indicate the recommended option and include lengths, diameters, materials, and cost. Also include major considerations for the specific project, such as right of way issues, jacking/tunneling, groundwater, etc. For rehabilitation, indicate the recommended rehabilitation method of the sewer and include recommended methods for rehabilitation of manholes and structures.

2.3 Detailed Design Phase

Once the PDR has been completed, the Detailed Design Phase will commence and is broken into four (4) specific phases: 30%, 60%, 90% Design, and 100% Design. Once 100% design is complete the project will progress to the Advertise/Award/Bid phase. The Provider shall not proceed from one phase to the next until so directed by the City. Surveying of the site will be required. The Provider shall provide drawings and specifications to supplement the City's existing standards.

The Detailed Design Phase shall include a bid level estimate upon completion of 90% Design.

2.4 Advertise/Bid/Award

City staff will take the lead on this phase of the project, including coordinating advertisement of the Bid Package/Contract Documents, acceptance of bids, and award of contract to the lowest, responsible, responsive bidder. The Provider shall be responsible for providing answers to RFIs during the bidding phase and shall assist in preparing and producing any addenda required to address contractor questions.

The Provider shall assist in preparing any evaluations and/or recommendations regarding the awarding of the project.

2.5 Construction Management Support

Provider shall provide construction management support services. The City may contract construction inspection services through a separate contract.

Provide responses to Requests for Information (RFI), technical responses to support design parameters, and generate technical drawings and updated design drawings based on Change Orders.

3. **WATER POLLUTION CONTROL PLANT (WPCP) DESIGN, ASSESSMENT, PLANNING, AND CONSTRUCTION MANAGEMENT SUPPORT**

3.1 WPCP Capital Improvement Planning

Provider shall provide planning support services for the WPCP, including support for development, analysis and phasing of projects. Provide the City with technical assistance in developing and delivering the WPCP Capital Improvement Plan.

3.2 Preliminary Design Report (PDR)

The PDR is the foundational document in which a project is defined. Upon issuance of a Task Order the Provider shall generate, in coordination with the City, a PDR in which the following items shall be covered:

- *Initial Scoping Meetings* – The purpose of these meetings is to clarify the scope of work through research and identification of a problem statement. These meetings may involve City staff, stakeholders, and permitting agencies if applicable.
- *Background* - Include the location and a description of the existing design, process, controls, configuration, materials, and the reason for the project. Describe the condition of the components, if applicable. Attach a figure(s) showing the existing (and proposed) project.
- *Existing Conditions, Background Drawings and Reports* – The City will provide any existing as-built drawings, studies, and reports that apply to the project to the Provider. The Provider shall investigate, analyze, and measure the existing facilities to the extent necessary to determine the information necessary for project work. The Provider shall request and obtain substructure information from all utilities within the project area.
- *Results from Site Visits* – The Provider’s design team should schedule and conduct a site visit with City staff to become familiar with the project area and identify constraints. During the site visit, confirm that as-built drawings reflect what is on and below the ground and note any modifications or changes to be surveyed or added electronically to the background drawings.
- *Additional Tasks Required for Design* - The Provider shall identify additional investigative work required by geotechnical, survey, or other service providers and provide recommendations for sub consultants (or prime consultant) to perform these tasks. The City may provide the geotechnical and/or surveying consultant under a separate contract. This includes identification of necessary core samples, concrete testing, water quality sampling, and any other tasks necessary to ensure success in construction and project delivery.
- *Alternatives Analysis* –All available alternatives shall be evaluated based on administrative, process, and cost efficiency. Alternatives shall include an assessment of long-term impacts such as chemical and reagent costs, impact to existing system, nexus with recycled water, electricity demand, ability to upsize, and schedule. An estimate of the costs for the various alternatives should be included. This also includes an analysis of the optimal project delivery method such as design-build, progressive design-build, etc.
- *SCADA / Programming Analysis:* The Provider shall identify the impacts to the existing SCADA system and any implications from the project including modifications necessary, improvements that have a nexus with the project, and impact to operations.

This section shall include any implications to the telecommunications network and proposed improvements.

- *Preliminary Design and Construction Schedule* – Prepare a schedule showing the time frames for developing construction drawings, specifications, and other related information for the 30%, 60%, 90% and 100% Phases, and the anticipated duration for construction of the selected alternative.
- *Planning Level Cost Estimate* – Prepare a cost estimate at a planning level ($\pm 30\%$ - 60%)
- *Permitting* – Prepare a table showing the required permits (local, regulatory, environmental, etc.), applicable agencies, costs, documentation required, and a schedule to achieve permits.
- *Discussion* - Discuss and compare the various options, provide tables showing the construction cost for each option, describe the project, rehabilitation needs, constructability, potential contamination, regulatory agency requirements, operations and maintenance (O&M) considerations, and anything else that may have a bearing on the recommendation. Include a discussion of the construction impacts to operations and long-term operational requirements to implement the project.
- *Recommendation* - Indicate the recommended option and include impacts to operations, SCADA, water quality testing and sampling, and regulatory compliance. Figures and charts may be requested for stakeholder engagement.

3.3 Detailed Design Phase

Once the PDR has been completed, the Detailed Design Phase will commence and is broken into four (4) specific phases: 30%, 60%, 90% Design, 100% Design. Once 100% design is complete the project will progress to the Advertise/Award/Bid phase. The Provider shall not proceed from one phase to the next until so directed by the City.

The Detailed Design Phase shall include a bid level estimate upon completion of 90% Design.

The Provider shall develop specific details and specifications for upgrades or maintenance projects including phasing and/or shutdown requirements. Determine, specify, and detail limits of abandonment and removal of existing equipment and other facilities.

It is anticipated that multiple stakeholder meetings will be held to review the design documents at all phases of work. The Provider shall provide design documents for City review including a description of items that relate to particular stakeholder groups.

3.4 Advertise/Bid/Award

City staff will take the lead on this phase of the project, including coordinating advertisement of the Bid Package/Contract Documents, acceptance of bids, and award of contract to the

lowest, responsible, responsive bidder. The Provider shall be responsible for providing answers to RFIs during the bidding phase and shall assist in preparing and producing any addenda required to address contractor questions.

The Provider shall assist in preparing any evaluations and/or recommendations regarding the awarding of the project.

3.5 Construction Management Support

Provider shall provide construction management support services. The City may contract construction inspections services through a separate contract.

Provide responses to Requests for Information (RFI), technical responses to support design parameters, and generate technical drawings and updated design drawings based on Change Orders. Perform site visits to confirm RFI and Change Order request information prior to issuing responses

3.6 Water Pollution Control Plant Treatment Operation Support

City Operations may request engineering assistance for the following activities:

Provide mechanical, civil, structural, electrical, and instrumentation engineering expertise in support of projects and tasks at the WPCP. Provide optimization studies, asset management expertise and recommendations.

Provide expertise in the various wastewater treatment processes including preliminary treatment, primary treatment, chemical treatment, separation technologies, flow-equalization, secondary biological treatment, tertiary treatment, effluent disinfection, chemical storage and usage, process optimization, process control, solids treatment, handling and dewatering systems, biochar, digester and natural gas utilization technologies including cogeneration, pumping facilities, emissions, and equipment maintenance requirements. This also includes engineering services for solar at the WPCP.

Collect and analyze wastewater, solids and gas quality data at various stages within the treatment plant.

Create Operations Manuals for treatment, process, and administrative modifications. Perform trainings for staff as technical subject matter experts.

Coordinate with regulatory agencies to secure necessary approvals and permits for the WPCP. Develop and submit permit applications, amendments, and waivers to regulatory

3.7 Owner's Agent Services

In the event it is determined that an alternative delivery method (design-build, progressive design-build, etc.) is optimal for project efficiency the Provider shall act as the Owner's Agent (or similar) to ensure successful project delivery.

4. **LIFT STATION DESIGN AND OPTIMIZATION**

Perform optimization studies including how to minimize maintenance, optimize operations, and remove lift stations from service through a phased approach.

5. **SEWER COLLECTION SYSTEM AND WPCP MODELING**

Provider shall have the ability to generate model results for applicable planning documents, public outreach, and stakeholder engagement.

The Provider shall be provided with existing models and data and will be required to become familiar with them to aid in planning and optimization studies.

6. **RECYCLED WATER PLANNING AND DESIGN**

Perform alternatives analysis, market assessment, preliminary design, estimated cost, schedule and other services resulting in a Recycled Water Feasibility Study. Including review of existing wastewater rights and strategies for securing long-term recycled water supply.

Perform assessment and create strategies for wastewater rights to ensure long term supply of source water.

7. **ENVIRONMENTAL AND REGULATORY PERMITTING SUPPORT**

Provider shall provide demonstrated experience in all aspects of environmental requirements, including National Pollutant Discharge Elimination System (NPDES) requirements, Storm Water Pollution Prevention (SWPP) requirements, environmental permits and the California Environmental Quality Act (CEQA).

Provider may be required to determine how environmental and regulatory permitting affect projects at each stage and provide guidance and recommendations for balancing design options with any and all regulatory agencies that may have purview over them.

Perform biology, habitat/vegetation and wildlife studies. Provider may be asked to design creek, habitat or landscape restoration.

8. **PUBLIC OUTREACH AND STAKEHOLDER ENGAGEMENT**

Public Outreach Plan; including identification of stakeholders, messaging, outreach materials, and a public involvement plan.

Organize, prepare, and conduct presentations at meetings held by City staff, the City Council, neighborhood groups, and other stakeholders.

Plan, coordinate and conduct stakeholder tours, workshops, and meetings

City Responsibilities - Basic

The City will provide a detailed scope of services and schedule for each project to be assigned to the Provider in the form of sequentially numbered Attachments to Exhibit B of this Agreement. The Attachments shall also serve as the City's Notice to Proceed for each project. An example of the standard form of the Attachment is shown on Page B-10.

Completion Schedule

The Provider shall complete all services in accordance with the Attachments which set forth the specific services and completion schedules.

ATTACHMENT EXAMPLE

CITY OF CHICO - SERVICE PROVIDER AGREEMENT

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ATTACHMENT # TO EXHIBIT B
SERVICE PROVIDER AGREEMENT DATED
(Agreement Term: *Beginning Date* through *Ending Date*)

SCOPE OF SERVICES - BASIC; NOTICE TO PROCEED; COMPLETION SCHEDULE

Scope of Services - Basic

The Provider shall perform the following Services:

City Responsibilities - Basic

Compensation

Compensation shall not exceed \$ and shall be billed according to the rates set forth on Exhibit C of the Agreement. Compensation shall be based upon actual monthly invoices received and shall be paid in accordance with the completion of each task, as follows (*if applicable*):

Notice to Proceed

This Attachment shall constitute the City's Notice to Proceed to the Provider.

Completion Schedule

The Provider shall complete all Services within XX days/weeks/months of receipt of the City's Notice to Proceed.

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EXHIBIT C

COMPENSATION

The following items have been agreed to by the Consultant/Contractor/Provider and will supersede the costs shown in the event of a discrepancy:

1. Max increase of 5% annually for hourly billing rates, including for sub-consultants
2. Must provide 3 years worth of rates, separated by year on individual sheets
 - a. If contract extended, additional rates to be provided prior to amendment
3. Changes in classifications (additions/deletions) must be made in writing to the City in advance of any billed work
4. Max subcontractor markup of 10%
5. Anticipated fees (permits, application fees, etc) that can be paid by City directly without a markup shall be communicated in advance
6. Direct costs other than travel and subsistence; City proposes "Direct Cost + 10% Max". We'll need to ensure this gets translated into the agreement and approved by City attorney.
7. Direct costs for travel and subsistence; per the RFQ and Sample Standard Contract (no exceptions submitted in SOQ)
 - a. Per Section D. Cost Proposal of the RFQ, "Please note that the unit cost for per diem expenses and mileage reimbursement shall be equivalent to the current rate set forth by the State of California. The current mileage rate can be found at the following link: http://www.dot.ca.gov/hq/asc/travel/ch11/9priv_car.htm#rates."
 - b. Per the Sample Standard Contract, Exhibit F Special Provisions, Article V Section G, "Reimbursement for transportation and subsistence costs shall not exceed State rates."

Compensation shall not exceed **\$10,000,000.00**. Compensation for services shall be in accordance with the specified rates of compensation, shown on the following page(s):

Client/Address: City of Chico, Public Works – Engineering
 PO Box 3420
 411 Main Street (2nd Floor)
 Chico, CA 95927-3420

Contract/Proposal Date: City of Chico On-Call Professional Engineering Services - Sewer Collection and Treatment Systems (RFQ NO. PWE 2023-002)

Schedule of Charges

Date: November 21, 2023

PERSONNEL COMPENSATION

Classification	Hourly Rate
Engineer-Scientist-Specialist 1	\$150
Engineer-Scientist-Specialist 2	\$180
Engineer-Scientist-Specialist 3	\$205
Engineer-Scientist-Specialist 4	\$225
Engineer-Scientist-Specialist 5	\$245
Engineer-Scientist-Specialist 6	\$265
Engineer-Scientist-Specialist 7	\$285
Engineer-Scientist-Specialist 8	\$305
Engineer-Scientist-Specialist 9	\$320
Senior CAD-Designer	\$185
CAD-Designer	\$170
Senior CAD-Technician	\$155
CAD-Technician	\$140
Project Assistant	\$145
Administrative Assistant	\$125
Aide	\$95

Direct Expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus ten percent for items such as:

- a. Maps, photographs, 3rd party reproductions, 3rd party printing, equipment rental, and special supplies related to the work.
- b. Consultants, soils engineers, surveyors, contractors, and other outside services.
- c. Rented vehicles, local public transportation and taxis, travel and subsistence.
- d. Project specific telecommunications and delivery charges.
- e. Special fees, insurance, permits, and licenses applicable to the work.
- f. Outside computer processing, computation, and proprietary programs purchased for the work.

Reimbursement for vehicles used in connection with the work will be at the federally approved mileage rates or at a negotiated monthly rate.

If prevailing wage rates apply, the above billing rates will be adjusted as appropriate.

Overtime for non-exempt employees will be billed at one and a half times the Hourly Rates specified above.

Rates for professional staff for legal proceedings or as expert witnesses will be at rates one and one-half times the Hourly Rates specified above.

Excise and gross receipts taxes, if any, will be added as a direct expense.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective November 21, 2023 through December 31, 2024.

Client/Address: City of Chico, Public Works – Engineering
 PO Box 3420
 411 Main Street (2nd Floor)
 Chico, CA 95927-3420

Contract/Proposal Date: City of Chico On-Call Professional Engineering Services - Sewer Collection and Treatment Systems (RFQ NO. PWE 2023-002)

Schedule of Charges

Date: January 1, 2025

PERSONNEL COMPENSATION

Classification	Hourly Rate
Engineer-Scientist-Specialist 1	\$155
Engineer-Scientist-Specialist 2	\$185
Engineer-Scientist-Specialist 3	\$211
Engineer-Scientist-Specialist 4	\$232
Engineer-Scientist-Specialist 5	\$252
Engineer-Scientist-Specialist 6	\$273
Engineer-Scientist-Specialist 7	\$294
Engineer-Scientist-Specialist 8	\$314
Engineer-Scientist-Specialist 9	\$330
Senior CAD-Designer	\$191
CAD-Designer	\$175
Senior CAD-Technician	\$160
CAD-Technician	\$144
Project Assistant	\$149
Administrative Assistant	\$129
Aide	\$98

Direct Expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus ten percent for items such as:

- a. Maps, photographs, 3rd party reproductions, 3rd party printing, equipment rental, and special supplies related to the work.
- b. Consultants, soils engineers, surveyors, contractors, and other outside services.
- c. Rented vehicles, local public transportation and taxis, travel and subsistence.
- d. Project specific telecommunications and delivery charges.
- e. Special fees, insurance, permits, and licenses applicable to the work.
- f. Outside computer processing, computation, and proprietary programs purchased for the work.

Reimbursement for vehicles used in connection with the work will be at the federally approved mileage rates or at a negotiated monthly rate.

If prevailing wage rates apply, the above billing rates will be adjusted as appropriate.

Overtime for non-exempt employees will be billed at one and a half times the Hourly Rates specified above.

Rates for professional staff for legal proceedings or as expert witnesses will be at rates one and one-half times the Hourly Rates specified above.

Excise and gross receipts taxes, if any, will be added as a direct expense.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective January 1, 2025 through December 31, 2025.

Client/Address: City of Chico, Public Works – Engineering
 PO Box 3420
 411 Main Street (2nd Floor)
 Chico, CA 95927-3420

Contract/Proposal Date: City of Chico On-Call Professional Engineering Services - Sewer Collection and Treatment Systems (RFQ NO. PWE 2023-002)

Schedule of Charges

Date: January 1, 2026

PERSONNEL COMPENSATION

Classification	Hourly Rate
Engineer-Scientist-Specialist 1	\$159
Engineer-Scientist-Specialist 2	\$191
Engineer-Scientist-Specialist 3	\$217
Engineer-Scientist-Specialist 4	\$239
Engineer-Scientist-Specialist 5	\$260
Engineer-Scientist-Specialist 6	\$281
Engineer-Scientist-Specialist 7	\$302
Engineer-Scientist-Specialist 8	\$324
Engineer-Scientist-Specialist 9	\$339
Senior CAD-Designer	\$196
CAD-Designer	\$180
Senior CAD-Technician	\$164
CAD-Technician	\$149
Project Assistant	\$154
Administrative Assistant	\$133
Aide	\$101

Direct Expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus ten percent for items such as:

- a. Maps, photographs, 3rd party reproductions, 3rd party printing, equipment rental, and special supplies related to the work.
- b. Consultants, soils engineers, surveyors, contractors, and other outside services.
- c. Rented vehicles, local public transportation and taxis, travel and subsistence.
- d. Project specific telecommunications and delivery charges.
- e. Special fees, insurance, permits, and licenses applicable to the work.
- f. Outside computer processing, computation, and proprietary programs purchased for the work.

Reimbursement for vehicles used in connection with the work will be at the federally approved mileage rates or at a negotiated monthly rate.

If prevailing wage rates apply, the above billing rates will be adjusted as appropriate.

Overtime for non-exempt employees will be billed at one and a half times the Hourly Rates specified above.

Rates for professional staff for legal proceedings or as expert witnesses will be at rates one and one-half times the Hourly Rates specified above.

Excise and gross receipts taxes, if any, will be added as a direct expense.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective January 1, 2026 through December 31, 2026.

Auburn Main Office:
 11521 Blocker Drive, Suite 110
 Auburn, CA 95603
 (530) 887-1494, Fax (530) 887-1485

West Sacramento Office:
 2481 Boatman Avenue
 West Sacramento, CA 95691
 (916) 375-8708, Fax (916) 375-8709



www.blackburnconsulting.com

Fresno Office:
 4186 W. Swift Avenue, Suite 107
 Fresno, CA 93722
 (559) 435-8411, Alt. (559) 270-4240

2024 LABORATORY FEE SCHEDULE

Geotechnical ■ Geo-Environmental ■ Construction Services ■ Forensics ■ Laboratory

Page 1 of 2

SOIL CLASSIFICATION		
#200 Sieve Wash	ASTM D1140	\$156
Sieve Analysis to #200	ASTM D6913, CAL 202	\$240
Standard Hydrometer with Sieve Analysis	ASTM D422	\$472
Plasticity Index	ASTM D4318	\$343
Specific Gravity - Soils	AAASHTO T100	\$149
Organic Matter	ASTM D2974	\$31
MOISTURE / DENSITY		
Moisture Content	ASTM D2216, CT 226, AAASHTO T329	\$66
Moisture/Density		\$106
SOIL COMPACTION		
Standard Proctor (4" or 6" mold)	ASTM D698	\$430
Modified Proctor (4" or 6" mold)	ASTM D1557	\$430
California Impact	CAL 216	\$430
Check Point (Standard or Modified)		\$189
VOLUME CHANGE		
One-Dimensional Consolidation	ASTM D2435	\$879
<i>(6 load increments, includes 2 time rate curves and 2 rebound decrements)</i>		
Additional Load or Rebound Decrement (each)		\$47
Additional Time Rate Curves (each)		\$147
Expansion Index	ASTM D4929	\$412
One-Dimensional Settlement Swell	ASTM D4548	\$304
STRENGTH		
Unconfined Compression	ASTM D2106	\$189
Compression, Rock Prep & Photos included	ASTM D7012	\$231
Rock Point Load	ASTM D6731	\$04
California Bearing Ratio (CBR), with curve	ASTM D1883	\$1,007
California Bearing Ratio (CBR), without curve	ASTM D1883	\$834
Resistance Value	CAL 301	\$487
Direct Shear: (per point)		
Undisturbed	ASTM D3080	\$287
Remolded	ASTM D3080	\$343
Triaxial Compression: (per point) Photos of failure upon request		
Undrained, Unconsolidated w/out Pore Pressure	ASTM D2950	\$242
Consolidated, Undrained w/ Pore Pressure Measurements	ASTM D4767	\$703
Consolidated, Drained		\$1,006
Consolidated, Undrained, no Pore Pressure Measurements		\$388
Specimen Remolding		\$156

* Client requests for rush testing require pre-approval and 20% surcharge.

Blackburn Consulting

10/20/2023

Blackburn Consulting 2024 Laboratory Fee Schedule

Page 2 of 2

CORROSION ANALYSIS		
Corrosion Analysis Package	CAL 643, 417, 422	\$436
<i>Includes Soil Resistivity, Soil pH, Sulfates / Chlorides. Minimum size is 1,000 grams</i>		
pH	CTM 643	\$50
Resistivity	CTM 643	\$182
PERMEABILITY		
Flex-wall Permeability	ASTM D5084	
<i>Either Constant head or Falling Head / rising Tail Water. Method depends on soil type</i>		
Each Additional Effective Stress		\$622
Specimen Remolding		\$158
TREATED SOIL TESTS		
% Lime for Stabilization - per point (%)	ASTM D6270	\$173
pH of Soil	CTM 643	\$50
Modified Proctor	ASTM D1557	\$511
Unconfined Compression Test	ASTM D5102	\$280
One Dimensional Swell	ASTM D4546	\$280
AGGREGATES		
Bulk Specific Gravity - Course & Fine Aggregate	ASTM C127 & 128, CAL 206, 207	\$149
Coarse Durability	CAL 229	\$254
Fine Durability	CAL 229	\$254
Sand Equivalent	CT 217, ASTM D2419, AASHTO T176	\$178
Cleanliness Value	CAL 227	\$240
Moisture Content	CAL 220/370	\$138
Percent of Crushed Particles (per size fraction)	CAL 205, AASHTO T335	\$226
Fine Aggregate Angularity	AASHTO T304, Method A	\$226
Flat and Elongated Particles (per size)	AASHTO D 479 1	\$226
Combined Grading 1" through no. 200	CAL 202/AASHTO T27	\$230
Bin Grading (First 2 Bins)	CAL 201/202	\$230
Each Bin Thereafter		\$94
LP-9 (RAP) Burn	LP-9, CT382	\$140
LA Rattler	CAL 211, AASHTO T80	\$464
Soundness of Aggregates by Sodium Sulfate		\$283
ASPHALT		
Bulk Specific Gravity - Compacted Hot Mix Asphalt	CAL 308, AASHTO T275	\$74
Theoretical Max Specific Gravity (Rice)	CAL 308, AASHTO T209	\$262
LTMD (Set of 5)	CAL 375	\$516
Binder Content		
Ignition Oven Correction Factor	CAL 382, AASHTO T308	\$442
Ignition Oven	CAL 382, AASHTO T308	\$262
Solvent	AASHTO T164	\$330
Stability (Set of 3)	CAL 368	\$490
Void Content		
With Stability and Rice	CAL 367	\$50
SuperPave Vendor Tests**		
Hamburg Wheel Track**	AASHTO T324	\$2,200
Tensile Strength Ratio (TSR) Moisture Susceptibility**	AASHTO T283	\$2,200
Superpave Bulk specific gravity (Air Voids)**	AASHTO T312/T275/T269	\$625
CONCRETE & MASONRY		
Concrete Compression Test 8" x 12" or 4" x 8"	ASTM C39	\$60
Masonry or Grout Compression		\$72
Compression Test of Cored Concrete Spec. (per core)		\$163
Compression Test of Shotcrete Cores (per core)		\$204

Other Tests Quoted Upon Request

* Offered requests for rush testing require pre-approval and 20% surcharge.

** Vendor tests subject to 20% mark up

Blackburn Consulting

10/20/2023



Blue Flamingo Marketing
2024 Hourly Services Rate
Kennedy Jenks Engineering

2024 Rates

Strategy	\$185/hour
Content Management	\$155/hour
Copywriting/Editing	\$135/hour
Web Design / Coding	\$185/hour
Project Management	\$150/hour
Graphic Design	\$175/hour
Photography + edits 2 hour min	\$395/hour
Video	Quoted per project
Social Media Mgmnt	\$115/hour



Blue Flamingo Marketing

2025 Rates

Strategy	\$194.25/hour
Content Management	\$162.75/hour
Copywriting/Editing	\$141.75/hour
Web Design / Coding	\$194.25/hour
Project Management	\$157.50/hour
Graphic Design	\$183.75/hour
Photography + edits 2 hour min	\$414.75/hour
Video	Quoted per project
Social Media Mgmnt	\$120.75/hour



Blue Flamingo Marketing

2026 Rates

Strategy	\$203.96/hour
Content Management	\$177.39/hour
Copywriting/Editing	\$148.83/hour
Web Design / Coding	\$203.96/hour
Project Management	\$165.37/hour
Graphic Design	\$192.93/hour
Photography + edits 2 hour min	\$435.49/hour
Video	Quoted per project
Social Media Mgmnt	\$126.79/hour

RATE SCHEDULE 2024

Principal IV	\$375
Principal III.....	\$275
Principal II.....	\$240
Principal I.....	\$225
Senior IV	\$210
Senior III	\$190
Senior II	\$175
Senior I	\$160
Staff III	\$150
Staff II	\$140
Staff I.....	\$135
Associate III	\$125
Associate II	\$115
Associate I	\$105
Assistant III.....	\$100
Assistant II.....	\$95
Assistant I.....	\$85
Technician III	\$80
Technician II	\$75
Technician I	\$65
GIS Specialist III	\$165
GIS Specialist II	\$140
GIS Specialist I	\$120
GIS Technician.....	\$100
Technical Editor.....	\$155
Publications Specialist II	\$120
Publications Specialist I.....	\$100
Accountant III.....	\$160
Accountant II.....	\$135
Accountant I.....	\$115
Clerical.....	\$90

Technical classification includes biologists, regulatory permitting specialists, archaeologists, architectural historians, paleontologists, air quality/greenhouse gas specialists, noise specialists, planners, CEQA/NEPA specialists, UAS pilots, and other technical professionals.

Expense Reimbursement/Other:

1. Computer, facsimile, and telephone are included in the billing rates, and there is no additional charge.
2. Reproduction, equipment and other direct expenses are reimbursed at cost plus a 10% administrative handling charge (excluding mileage).
3. The hourly rates for Subconsultants will be billed at the hourly rate indicated, plus a 10% administrative handling charge.
4. Mileage will be billed at the current State rate, adjusted annually.
5. Per Diem, depending upon location, may be charged where overnight stays are required.
6. Expert Witness Testimony, including Depositions, is billed at time and a half.
7. Non-standard invoicing will be billed at the hourly rates for support personnel.

RATE SCHEDULE 2025

Principal IV	\$386
Principal III.....	\$283
Principal II.....	\$247
Principal I.....	\$232
Senior IV	\$216
Senior III	\$196
Senior II	\$180
Senior I	\$165
Staff III	\$155
Staff II	\$144
Staff I.....	\$139
Associate III	\$129
Associate II	\$118
Associate I	\$108
Assistant III.....	\$103
Assistant II.....	\$98
Assistant I.....	\$88
Technician III	\$82
Technician II	\$77
Technician I	\$67
GIS Specialist III	\$170
GIS Specialist II	\$144
GIS Specialist I	\$124
GIS Technician.....	\$103
Technical Editor.....	\$160
Publications Specialist II	\$124
Publications Specialist I.....	\$103
Accountant III.....	\$165
Accountant II.....	\$139
Accountant I.....	\$118
Clerical.....	\$93

Technical classification includes biologists, regulatory permitting specialists, archaeologists, architectural historians, paleontologists, air quality/greenhouse gas specialists, noise specialists, planners, CEQA/NEPA specialists, UAS pilots, and other technical professionals.

Expense Reimbursement/Other:

1. Computer, facsimile, and telephone are included in the billing rates, and there is no additional charge.
2. Reproduction, equipment and other direct expenses are reimbursed at cost plus a 10% administrative handling charge (excluding mileage).
3. The hourly rates for Subconsultants will be billed at the hourly rate indicated, plus a 10% administrative handling charge.
4. Mileage will be billed at the current State rate, adjusted annually.
5. Per Diem, depending upon location, may be charged where overnight stays are required.
6. Expert Witness Testimony, including Depositions, is billed at time and a half.
7. Non-standard invoicing will be billed at the hourly rates for support personnel.

RATE SCHEDULE 2026

Principal IV	\$398
Principal III.....	\$291
Principal II.....	\$254
Principal I.....	\$239
Senior IV	\$222
Senior III	\$202
Senior II	\$185
Senior I	\$170
Staff III	\$160
Staff II	\$148
Staff I.....	\$143
Associate III	\$133
Associate II	\$122
Associate I	\$111
Assistant III.....	\$106
Assistant II.....	\$101
Assistant I.....	\$91
Technician III	\$84
Technician II	\$79
Technician I.....	\$69
GIS Specialist III	\$175
GIS Specialist II	\$148
GIS Specialist I.....	\$128
GIS Technician.....	\$106
Technical Editor.....	\$165
Publications Specialist II.....	\$128
Publications Specialist I.....	\$106
Accountant III.....	\$170
Accountant II.....	\$143
Accountant I.....	\$122
Clerical.....	\$96

Technical classification includes biologists, regulatory permitting specialists, archaeologists, architectural historians, paleontologists, air quality/greenhouse gas specialists, noise specialists, planners, CEQA/NEPA specialists, UAS pilots, and other technical professionals.

Expense Reimbursement/Other:

1. Computer, facsimile, and telephone are included in the billing rates, and there is no additional charge.
2. Reproduction, equipment and other direct expenses are reimbursed at cost plus a 10% administrative handling charge (excluding mileage).
3. The hourly rates for Subconsultants will be billed at the hourly rate indicated, plus a 10% administrative handling charge.
4. Mileage will be billed at the current State rate, adjusted annually.
5. Per Diem, depending upon location, may be charged where overnight stays are required.
6. Expert Witness Testimony, including Depositions, is billed at time and a half.
7. Non-standard invoicing will be billed at the hourly rates for support personnel.



STANDARD HOURLY RATES

Effective July 1, 2023 through June 30, 2024*

Engineering/Surveying

	<u>Hourly Rate</u>
Principal Engineer/Surveyor	\$240
Senior Managing Engineer/Surveyor	\$220
Senior Engineer/Surveyor	\$196
Associate Engineer/Surveyor	\$172
Assistant Engineer/Surveyor	\$150
Junior Engineer	\$130
Senior Designer/Technician	\$142
Associate Designer/Technician	\$120
Assistant Designer/Technician	\$100
One Person with GPS/Robotic (Party Chief)	\$190
Two-Person Survey Crew	\$260
Party Chief (Prevailing Wage)	\$210
Two-Person Survey Crew (Prevailing Wage)	\$335

Planning

	<u>Hourly Rate</u>
Principal Planner	\$180

Administrative

	<u>Hourly Rate</u>
Project Management	\$170
Administrative	\$100

Other

	<u>Rate</u>
Litigation Support – Expert Witness Testimony	\$500 per hour
Mileage	Current State Rate
Reproduction, Materials, Fees, Special Mail, etc.	Cost + 10%
Subcontractors	Cost + 10%

*Rates typically increase 4-5% per year



STANDARD HOURLY RATES

Effective July 1, 2024 through June 30, 2025*

Engineering/Surveying

	<u>Hourly Rate</u>
Principal Engineer/Surveyor	\$252
Senior Managing Engineer/Surveyor	\$231
Senior Engineer/Surveyor	\$205
Associate Engineer/Surveyor	\$180
Assistant Engineer/Surveyor	\$157
Junior Engineer	\$136
Senior Designer/Technician	\$149
Associate Designer/Technician	\$126
Assistant Designer/Technician	\$105
One Person with GPS/Robotic (Party Chief)	\$199
Two-Person Survey Crew	\$273
Party Chief (Prevailing Wage)	\$220
Two-Person Survey Crew (Prevailing Wage)	\$351

Planning

	<u>Hourly Rate</u>
Principal Planner	\$189

Administrative

	<u>Hourly Rate</u>
Project Management	\$178
Administrative	\$105

Other

	<u>Rate</u>
Litigation Support – Expert Witness Testimony	\$525 per hour
Mileage	Current State Rate
Reproduction, Materials, Fees, Special Mail, etc.	Cost + 10%
Subcontractors	Cost + 10%

*Rates typically increase 4-5% per year



STANDARD HOURLY RATES

Effective July 1, 2026 through June 30, 2027*

Engineering/Surveying

	<u>Hourly Rate</u>
Principal Engineer/Surveyor	\$277
Senior Managing Engineer/Surveyor	\$254
Senior Engineer/Surveyor	\$225
Associate Engineer/Surveyor	\$198
Assistant Engineer/Surveyor	\$172
Junior Engineer	\$149
Senior Designer/Technician	\$163
Associate Designer/Technician	\$138
Assistant Designer/Technician	\$115
One Person with GPS/Robotic (Party Chief)	\$218
Two-Person Survey Crew	\$300
Party Chief (Prevailing Wage)	\$242
Two-Person Survey Crew (Prevailing Wage)	\$386

Planning

	<u>Hourly Rate</u>
Principal Planner	\$207

Administrative

	<u>Hourly Rate</u>
Project Management	\$195
Administrative	\$115

Other

	<u>Rate</u>
Litigation Support – Expert Witness Testimony	\$578 per hour
Mileage	Current State Rate
Reproduction, Materials, Fees, Special Mail, etc.	Cost + 10%
Subcontractors	Cost + 10%

*Rates typically increase 4-5% per year



STANDARD HOURLY RATES

Effective July 1, 2025 through June 30, 2026*

Engineering/Surveying

	<u>Hourly Rate</u>
Principal Engineer/Surveyor	\$264
Senior Managing Engineer/Surveyor	\$242
Senior Engineer/Surveyor	\$215
Associate Engineer/Surveyor	\$189
Assistant Engineer/Surveyor	\$164
Junior Engineer	\$142
Senior Designer/Technician	\$156
Associate Designer/Technician	\$132
Assistant Designer/Technician	\$110
One Person with GPS/Robotic (Party Chief)	\$208
Two-Person Survey Crew	\$286
Party Chief (Prevailing Wage)	\$231
Two-Person Survey Crew (Prevailing Wage)	\$368

Planning

	<u>Hourly Rate</u>
Principal Planner	\$198

Administrative

	<u>Hourly Rate</u>
Project Management	\$186
Administrative	\$110

Other

	<u>Rate</u>
Litigation Support – Expert Witness Testimony	\$551 per hour
Mileage	Current State Rate
Reproduction, Materials, Fees, Special Mail, etc.	Cost + 10%
Subcontractors	Cost + 10%

*Rates typically increase 4-5% per year

CITY OF CHICO - SERVICE PROVIDER AGREEMENT

KENNEDY JENKS CONSULTANTS, INC.
PROVIDER

ON-CALL PROFESSIONAL ENGINEERING SERVICES SEWER
COLLECTION AND TREATMENT SYSTEMS
Project Title

VARIOUS
Budget Account Number

EXHIBIT D

INSURANCE PROVISIONS

General Liability Insurance

Consultant/Contractor/Provider 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/Provider 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/Provider 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/Provider, 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/Provider 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 \$1,000,000 combined single limit for each occurrence. Evidence of such coverage shall be maintained by Consultant/Contractor/Provider and provided to City upon request.

Subconsultant/Subcontractor/Subprovider Insurance

Consultant/Contractor/Provider agrees to include with all subconsultants/subcontractors/subproviders 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/subprovider's work. Subconsultant/Subcontractor/Subprovider

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

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

Workers' Compensation Insurance

Consultant/Contractor/Provider shall, at Consultant/Contractor/Provider's expense, purchase and maintain in full force and effect workers' compensation insurance as required by Federal and State of California law. Consultant/Contractor/Provider shall also require all of Consultant/Contractor/Provider's subconsultants/subcontractors/subproviders 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/Provider or Consultant/Contractor/Provider's subconsultants/subcontractors/subproviders to City upon request.

Subrogation

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

Indemnity

Consultant/Contractor/Provider/Subconsultant/Subcontractor/Subprovider'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/Provider shall obtain professional liability (errors and omissions) insurance, with a minimum \$4,000,000 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.

Tail Coverage

Consultant/Contractor shall provide such evidence of professional liability insurance for a period of one year following the date that the project has been constructed and accepted as complete by City.

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 Contractor or deducted from sums due the City, at the City's option.

CITY OF CHICO - SERVICE PROVIDER AGREEMENT

KENNEDY JENKS CONSULTANTS, INC.
PROVIDER

ON-CALL PROFESSIONAL ENGINEERING SERVICES SEWER
COLLECTION AND TREATMENT SYSTEMS
Project Title

VARIOUS
Budget Account Number

EXHIBIT E

CONFLICT OF INTEREST PROVISIONS

Applicable City Conflict of Interest Code Disclosure Categories

Pursuant to the provisions of Chico Municipal Code Section 2R.04.180 (City's Conflict of Interest Code) as well as the Model Conflict of Interest Code promulgated by the State Fair Political Practices Commission in Section 18730 of Title 2 of the California Code of Regulations which is incorporated by reference into the City's Conflict of Interest Code, the City Manager has determined that the following natural persons employed by Provider and identified below, in connection with the Project, will be required to report as provided by the City's Conflict of Interest Code in the Disclosure Categories indicated below.

Accordingly, each such person shall, within 30 days after the execution of this Agreement, on or before April 1 of each year during the term of this Agreement, and within 30 days after completing performance of all duties and obligations under this Agreement, file a Disclosure Statement with the City Clerk which sets forth all of the information pertaining to the required disclosure categories as identified herein. Such persons further understand and agree that if he/she/they fail to comply with the City's Conflict of Interest Code and/or fail to file the required Disclosure Statement, he/she/they will be subject to the criminal penalties and civil sanctions provided for in California Government Code Section 81000, et seq.

Identification - Provider's Project Manager(s)/Principal(s) who are required to file disclosure statements:

Name	Title
_____	_____
_____	_____
_____	_____
_____	_____

Required Disclosure Categories

1. Investments in Business Entities

- () 1a. Any direct or indirect investment in a business entity worth more than \$1,000 where the business entity is located or doing business in the City.
- () 1b. Any direct or indirect investment in a business entity worth more than \$1,000 where the business entity is engaged in contracting with or selling to the City.
- () 1c. Any direct or indirect investment in a business entity worth more than \$1,000 where the business entity is located or doing business in the City of Chico and is engaged in the building and construction industry.
- () 1d. Any direct or indirect investment in a business entity worth more than \$1,000 where the business entity is located or doing business at the Chico Municipal Airport.

2. Interests in Real Property

- () 2a. Any direct or indirect interests in real property worth more than \$1,000 where the real property is located within the City of Chico or within two miles of the City of Chico's boundaries.
- () 2b. Any direct or indirect interests in real property worth more than \$1,000 where the real property is located at the Chico Municipal Airport.

3. Sources of Income

- () 3a. Any source of income, other than loans by a commercial lending institution in the regular course of business, aggregating \$250 or more in value, where the source of income is located or doing business in the City.
- () 3b. Any source of income, other than loans by a commercial lending institution in the regular course of business, aggregating \$250 or more in value, where the source of income is engaged in contracting with or selling to the City.

- ()3c. Any source of income, other than loans by a commercial lending institution in the regular course of business, aggregating \$250 or more in value, where the source of income is located or doing business in the City of Chico and engaged in the building and construction industry.
- ()3d. Any source of income, other than loans by a commercial lending institution in the regular course of business, aggregating \$250 or more in value, where the source of income is located or doing business at the Chico Municipal Airport.

4. Business Entities in Which the Architect Project Manager(s)/Principal(s) are Director(s), Officer(s), Partner(s), Trustee(s), Employee(s), or Hold(s) Any Position in Management.

- ()4a. Any business entity in which such individual(s) is a director, officer, partner, trustee, employee, or holds any position in management where the business entity is located or doing business in the City of Chico.
- ()4b. Any business entity in which such individual(s) is a director officer, partner, trustee, employee, or holds any position in management where the business entity is engaged in contracting with or selling to the City.
- ()4c. Any business entity in which such individual(s) is a director, officer, partner, trustee, employee, or holds any position in management where the business entity is located or doing business in the City of Chico and is engaged in the building and construction industry.
- ()4d. Any business entity in which such individual(s) is a director, officer, partner, trustee, employee, or holds any position in management where the business entity is located or doing business at the Chico Municipal Airport.

CITY OF CHICO - SERVICE PROVIDER AGREEMENT

KENNEDY JENKS CONSULTANTS, INC.
PROVIDER

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EXHIBIT F

SPECIAL PROVISIONS

In the event of any conflict between these Special Provisions and the provisions contained within Sections 1 through 19 of the City's Standard Contract, these Special Provisions shall prevail.

ARTICLE-I INTRODUCTION

- A. Refer to Standard Contract SECTION 1- DESCRIPTION OF SERVICES for Introduction.

ARTICLE-II CONSULTANT'S REPORTS OR MEETINGS

- A. CONSULTANT shall submit progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report should be sufficiently detailed for LOCAL AGENCY's Contract Administrator or Project Coordinator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, or Project Coordinator as needed, to discuss progress on the project(s).

ARTICLE-III STATEMENT OF WORK

- A. Refer to Standard Contract SECTION 2- SCOPE OF SERVICES for Statement of

Work.

(MANDATORY FISCAL AND FEDERAL PROVISIONS)

ARTICLE-IV PERFORMANCE PERIOD

- A. Refer to Standard Contract SECTION 2-SCOPE OF SERVICES for Performance Period.
- B. This AGREEMENT shall go into effect on _____, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The AGREEMENT shall be for three years unless amended for two additional one-year extensions. The maximum term of the contract is five years from the date of execution.
- C. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by LOCAL AGENCY.
- D. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this AGREEMENT, the terms of the AGREEMENT shall be extended by AGREEMENT amendment prior to the expiration of the contract to cover the time needed to complete the task order in progress only.

ARTICLE-V ALLOWABLE COSTS AND PAYMENTS

- A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in the CONSULTANT's approved Cost Proposal. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this AGREEMENT. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate.
- B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved Cost Proposal and identified in the approved Cost Proposal and in the executed Task Order.
- C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.
- D. After a project to be performed under this AGREEMENT is identified by LOCAL AGENCY, LOCAL AGENCY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a LOCAL AGENCY Project Coordinator. The draft Task Order will be delivered to the selected three CONSULTANTS awarded contracts for review, as a "Mini-RFP". CONSULTANTS shall return a Qualification Based Proposal within ten (10) calendar

- days along with a sealed Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. An evaluation committee will review individual proposals, rank and select a consultant for the work. Following the selection of CONSULTANT, negotiations will commence and continue until an agreement has been reached on the negotiable items and total cost; Finally, a complete Task Order shall be signed by both LOCAL AGENCY and CONSULTANT.
- E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's approved Cost Proposal.
 - F. CONSULTANT shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. CONSULTANT is responsible for paying the appropriate rate, including escalations that take place during the term of the AGREEMENT.
 - G. Reimbursement for transportation and subsistence costs shall not exceed State rates.
 - H. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval in the form of an AGREEMENT amendment for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.
 - I. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
 - J. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this AGREEMENT.
 - K. A Task Order is of no force or effect until returned to LOCAL AGENCY and signed by an authorized representative of LOCAL AGENCY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by LOCAL AGENCY.
 - L. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number, project title and Task

Order number. Credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase, must be reimbursed by CONSULTANT prior to the expiration or termination of this AGREEMENT. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

(CITY OF CHICO/PUBLIC WORKS ENGINEERING DEPARTMENT)
(ADDRESS: P.O. BOX 3420, CHICO, CA 95927)

- M. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this AGREEMENT.
- N. The total amount payable by LOCAL AGENCY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by amendment.
- O. If CONSULTANT fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- P. Task Orders may not be used to amend the language (or the terms) of this AGREEMENT nor to exceed the scope of work under this AGREEMENT.
- Q. The total amount payable by LOCAL AGENCY for all Task Orders, including those issued to other consultants, resulting from this AGREEMENT shall not exceed \$10,000,000. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this AGREEMENT through Task Orders.

ARTICLE-VI TERMINATION

- A. Refer to Standard Contract Section 4-TERM; TERMINATION for Termination.

ARTICLE-VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. The CONSULTANT agrees that 48 CFR 31, Contract Cost Principles and Procedures, shall be used to determine the cost allowability of individual items.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR 31 or 2 CFR 200 are subject to repayment by CONSULTANT to LOCAL AGENCY.
- D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE-VIII RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Gov. Code §8546.7, the CONSULTANT, Subconsultants, and LOCAL AGENCY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT, including but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. LOCAL AGENCY, or any duly authorized representative of the Federal Government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examination, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

ARTICLE-IX AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by the LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.
- D. CONSULTANT and subconsultant AGREEMENTs, including Cost Proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, Cost Proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review, it is CONSULTANT's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, Cost Proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to

incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

- E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
 - 1. CONSULTANT may submit to LOCAL AGENCY final invoice only when all work under the AGREEMENT has been completed to the satisfaction of LOCAL AGENCY. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after all work under the AGREEMENT has been completed to the satisfaction of LOCAL AGENCY. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE-X SUBCONTRACTING

- A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the LOCAL AGENCY and any Subconsultants, and no subagreement shall relieve CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the LOCAL AGENCY for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the LOCAL AGENCY's obligation to make payments to the CONSULTANT.
- B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the LOCAL AGENCY Contract Administrator, except that, which is expressly identified in the CONSULTANT's approved Cost Proposal.
- C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.

- D. CONSULTANT shall pay its subconsultants within fifteen (15) calendar days from receipt of each payment made to CONSULTANT by the LOCAL AGENCY.
- E. Any substitution of subconsultant(s) must be approved in writing by the LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute Subconsultant.
- F. Prompt Progress Payment
CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, or 2 percent of the amount due per month for every month that payment is not made.
In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.
- G. Prompt Payment of Withheld Funds to Subconsultants
No retainage will be held by the LOCAL AGENCY from progress payments due to CONSULTANT. CONSULTANTS and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall be subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONSULTANT or subconsultant in the

event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subcontract performance, or noncompliance by a subconsultant.

ARTICLE-XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

- A. Prior authorization in writing, by the LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by the LOCAL AGENCY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:
 - 1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.
 - 2. Regulation 2 CFR 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

ARTICLE-XII STATE PREVAILING WAGE RATES

- A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained

throughout the entire term of this AGREEMENT, including any subsequent amendments.

- B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this AGREEMENT by reference pursuant to labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.
- C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at <http://www.dir.ca.gov>.
- D. Payroll Records
 - 1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a. The information contained in the payroll record is true and correct.
 - b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
 - 2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
 - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 - b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards

Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.

- c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.
 3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
 4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.
 5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
 6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.
- E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.
- F. Penalty
1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.
3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.
4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the CONSULTANT of the project is not liable for the penalties described above unless the CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the CONSULTANT fails to comply with all of the following requirements:
 - a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§1771, 1775, 1776, 1777.5, 1813, and 1815.
 - b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
 - c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
 - d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.

5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.
6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the LOCAL AGENCY, twenty-five dollars (\$25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime AGREEMENT of the subagreement exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§1777.5, 1777.6 and 1777.7 in the employment of apprentices.
2. CONSULTANTs and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to-apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE-XIII CONFLICT OF INTEREST

- A. Refer to Standard Contract EXHIBIT E for Conflict of Interest.

**ARTICLE-XIV REBATES, KICKBACKS OR OTHER UNLAWFUL
 CONSIDERATION**

CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks, or other unlawful consideration, either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

**ARTICLE-XV PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR
 FEDERAL FUNDS FOR LOBBYING**

- A. The CONSULTANT certifies to the best of his or her knowledge and belief that:
 - 1. No State, Federal or LOCAL AGENCY appropriated funds have been paid, or will be paid by-or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any local, state or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.
 - 2. If any funds other than Federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress; in connection with this AGREEMENT,; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.
- C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars (\$100,000) and that all such sub recipients shall certify and disclose accordingly.

**ARTICLE-XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF
COMPLIANCE**

- A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code §12990 and 2 CCR §8103.
- B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of, race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- D. CONSULTANT shall permit access by representative of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.
- E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will

implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

- H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally assisted programs of the U.S. Department of Transportation (49 CFR 21 – Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.
- I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin.

ARTICLE-XVII DEBARMENT AND SUSPENSION CERTIFICATION

- A. The CONSULTANT’s signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer, or manager:
 - 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 - 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within in the past three (3) years;
 - 3. Does not have a proposed debarment pending; and
 - 4. Has not been indicted, convicted, or had a civil judgement rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
- C. Exceptions to the Federal Government Excluded Parties List System (<https://sam.gov/content/home>) maintained by the U.S. General Services Administration are to be determined by the Federal Highway Administration.

(MISCELLANEOUS PROVISIONS)

ARTICLE-XVIII INSURANCE

- A. Refer to Standard Contract SECTION 8-INSURANCE for Insurance. Provider'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. Provider'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 Provider's negligent acts, errors or omissions.

ARTICLE-XIX FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.
- B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to LOCAL AGENCY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.
- D. LOCAL AGENCY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

ARTICLE-XX CHANGE IN TERMS

- A. Refer to Standard Contract SECTION 15-AMENDMENTS for Change in Terms.

ARTICLE-XXI CONTINGENT FEE

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE-XXII DISPUTES

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

- A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and Department Head or Official, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than thirty (30) calendar days after completion of all work under the AGREEMENT, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

ARTICLE-XXIII INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY and the State to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

ARTICLE-XXIV SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.

- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.

ARTICLE-XXV OWNERSHIP OF DATA

- A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of City, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and CONSULTANT shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to City which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by City.
- B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by City.
- C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location shall be at City's sole risk.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate.
- E. LOCAL AGENCY may permit copywriting reports or other agreement products.

ARTICLE-XXVI CLAIMS FILED BY THE CITY'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.
- C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

ARTICLE-XXVII CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held LOCAL AGENCY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY's written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

ARTICLE-XXVIII NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE-XXIX EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

ARTICLE-XXX PROMPT PAYMENT

A. PROMPT PAYMENT FROM LOCAL AGENCY TO CONSULTANT

The LOCAL AGENCY shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONSULTANT on a professional service contract. If the LOCAL AGENCY fails to pay promptly, the LOCAL AGENCY shall pay interest to the CONSULTANT, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the LOCAL AGENCY shall act in accordance with both of the following:

- (1) The LOCAL AGENCY shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.
- (2) The LOCAL AGENCY must return any payment request deemed improper by the LOCAL AGENCY to the CONSULTANT as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

ARTICLE-XXXI TITLE VI ASSURANCES

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex; • Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C.1681 et seq).

ARTICLE-XXXII NOTIFICATION

- A. Refer to Standard Contract SECTION 18-NOTICE for Notification.

ARTICLE-XXXIII CONTRACT

- A. Refer to the last page of the Standard Contract for Contract.

ARTICLE-XXXIV SIGNATURES

- A. Refer to the last page of the Standard Contract for Signatures.

CITY OF CHICO - SERVICE PROVIDER AGREEMENT

KENNEDY JENKS CONSULTANTS, INC.
PROVIDER

ON-CALL PROFESSIONAL ENGINEERING SERVICES SEWER
COLLECTION AND TREATMENT SYSTEMS
Project Title

VARIOUS
Budget Account Number

EXHIBIT G

CITY OF CHICO CAPITAL PROJECT DESIGN STANDARDS

The Consultant must adhere to the City of Chico Capital Project Design Standards shown below:

Purpose

The purpose of this document is to assist in the adoption of drafting and design techniques to standardize the creation of improvement plans. This document is to be used as a set of guidelines, to be implemented when possible. Most of the settings contained within these standards will be implemented by using the City of Chico Civil 3D prototype drawing, which contains the object styles required. It should be understood that there will be situations in which some of these guidelines will not be possible, or where they do not address the current situation. In cases such as this, it is expected of the designer or drafter to use sound judgment in the organization of their drawings.

When drawings submitted by consultants are using the same drafting standards, it makes it much easier and faster for City personnel to plot, check, and revised plans for City projects. Standards will also greatly assist in adding improvements to the City's GIS files.

Required Use of Standards

Use of this set of standards is required for use on:

- All projects, including mapping, that are City funded.
- All projects which will be turned over to the City for adoption or maintenance

Submittals

All drawings shall be designed and submitted to the City in AutoCAD Civil 3D format and shall be in the latest or second to the latest version of the software. Drawings shall be Color Dependent Plot Style (CTB), Not Named Plot Style (STB). All design components shall utilize

Civil 3D objects such as alignments, corridors, profiles, surfaces, points, pipe networks, and sheet layout. The DWG file shall accompany every review submittal.

Non-standard fonts, linetypes, attached images, and externally referenced files shall be included with each submittal.

Drawings and all project files shall be submitted on a CD or memory stick accompanied by a transmittal sheet with full description of the submittal. A multiple page single PDF file of the final plans and one full size 24"x36" plotted set of plans shall also accompany the submittal.

Drawing names

Drawing names shall begin with the City of Chico 5-digit project number followed by "B" for the Base Drawing and "T" for the Topo Drawing. As an example, the main design drawing for the third phase of a particular Capital Project should be "90098B PhIII.dwg".

Drawing Orientation and Configuration

All design work shall be based on a singular model and all design sheets shall be contained in a single drawing file. Model viewports shall be utilized to display portions of the project and sheets shall be placed on their individual paperspace tabs contained in the single base drawing. Paperspace tab names shall remain short, but descriptive.

True North shall face directly up in modelspace when in the world coordinate system. Roadway centerline alignments shall be oriented horizontally and be increasing in station from left to right. Match lines shall be used when multiple sheets are required. The North arrow shall be oriented toward the top of the sheet or to the left whenever feasible. Translation and rotation settings in design software shall NOT be used under any circumstances.

Datum and Basis of Bearings

All project plans shall be based on City of Chico datum and shall have horizontal control which complies with the City of Chico Survey Standards, latest edition.

Control points shall be clearly visible on the drawings and in the field for easy correlation.

Basis of bearings and locations of City benchmarks shall be noted on drawing or title sheet.

Topographic Survey Points

All topographic surveys shall fully comply with the City of Chico Capital Project Services Survey Requirements, latest revision.

Text

Design labels, notes, and stationing text size shall be 0.08" high, be simplex font, and be a Civil 3D label type instead of an AutoCAD "mtext" or "dtext" object whenever possible. Other callouts such as street names, matchline labels, and titles can be larger and of different font if preferred, but any non-standard fonts must accompany the submittal. These types of labels may be AutoCAD "mtext" or "dtext". The width factor on all text shall be 1.0. All general notes and callouts on all sheets shall be the same font style and height of Simplex, 0.08".

Dimensions

Dimensions shall be associative whenever possible. Dimension text and arrowhead size shall be 0.08 and shall be closed filled style. Dimensions shall be in decimal feet, not in feet and inches. Unnecessary or redundant dimensions should be avoided.

Alignments

Alignments should begin 50' before the actual start of the centerline and end 50' after the actual end of the centerline. Centerline intersections of roadways shall start at an even station such as 1+00, unless you are matching a pre-existing stationing, or directed to do so by the City.

Alignments shall have lines that are tangent to curves and the radii of curves shall be to an even value, whenever practical.

Stationing

Stationing shall be labeled using the text style and size specified above and should be oriented from left to right in increasing station. North arrows shall face up or to the left on the plan and profile sheets, whenever practical.

Contours

Contours shall be derived from the Civil 3D surface object set to the CPS style for 1' and 5' contours. In extremely flat areas, contour intervals may be reduced to 0.5' to 2.5'.

Labeling

All labels for pipes, alignments, profiles, contours, utilities, etc., shall be in modelspace only using Civil 3D (C3D) labels. Street names and matchlines may be in paperspace if desired.

Xrefs

External References should be used on a minimal basis whenever possible. Drawings should be separated by topographic mapping (T drawing) and the Design Base (B drawing). The topographic (T) drawing shall have all existing features including OG surface, existing pipe networks, existing features, existing right of way, etc., and shall not contain proposed features of any kind. The Design Base (B) file shall include all proposed features and have the T file externally referenced into it as an overlay, with Civil 3D components data linked into the base file as references. Any other variations of this configuration must be approved in writing prior to use.

Scale

All drawings shall be designed using a 1"=20' scale, unless prior written approval from the City has been obtained. Profile vertical scales shall be an even multiple of the horizontal scale, such as 1" = 2', 4', 5', or 10', depending on the vertical differences in elevation of the topo. Details do not need to be drawn to scale, but then must be labeled "Not To Scale" or NTS.

Borders

Sheet borders shall be the City of Chico standard 22"x34" border inserted in paper space at a scale of 1.0, and shall include the project name, project number, and all other pertinent

information for the project. The title sheet shall have the Project name, project number, vicinity map, location map, abbreviations, legend, applicable standard plans, and engineer's stamp. Standard City sheet borders will be made available to the consultants in AutoCAD format. The standard City sheet borders are blocks and should never be exploded. You may plot the 22"x34" border on a 24"x36" paper size if desired.

Blocks

Blocks shall be used for common symbols like drain inlets, fire hydrants, manholes, etc., whenever possible to minimize drawing size.

Linetypes

Linetypes and lineweights, along with shading, can be used to differentiate between existing features and proposed features. Complexed or nonstandard linetypes may be used, but the line file must accompany the submittal. **Segmented lines for fences, etc. shall not be used at any time.**

Hatch Patterns

Hatched areas shall be maintained as hatches and not exploded into individual entities. Hatches that have been exploded create drawings that are much larger in sized than they need to be. Hatches shall be associative whenever feasible.

Layers

The layer names and uses specified here will be those layers created by the drafter, not those created Automatically by Autodesk Civil 3D.

As these are public documents, layer names with profanity in them will not be tolerated.

The layer names shown are to be used as guidelines only. Many times there will be the need for a layer name, which is not shown here, and must be created special. In those cases, create the layer name as necessary, using a name, which is both concise, and descriptive.

Layer names are organized in their areas of use, such as Street, Site, Grading, Storm drain, Sewer, Water, Utility, Topography, and Miscellaneous.

If a pen width is specified as the color, any solid color with that pen weight can be used.

If a specific color is specified, but a different color is required for visual clarity, select another color with the same color shading and line width characteristics.

Refer to the section entitled "Colors" of this document for more information regarding color settings.

Existing features layer names

For layer names in which existing features reside on, and which do not have an "existing" layer name specified, simply add an "EX-" to the layer names shown. Shade back these layers to a shade of 40% to 50%. Any of the 40, 50, 140, or 150 series colors will work for this. Refer to

the color chart in this document.

Civil 3D objects layer settings will be controlled within the style. The settings shown below are for basic AutoCAD entities, such as 2D linework only.

Roadway

Layer Name	Description	Color	Linetype
<-lbl	Station, offset, and grade labels with alignment name in brackets. First Sheet in alignment 'A' to be "A1-lbl"	0.25	Continuous
<-Sitelbl	Street Improvement Labels with Alignment name in brackets. First Sheet in alignment 'A' to be "A1-sitelbl"	0.25	Continuous
Acshade(*)	Shade Hatching for Asphalt Pavement	254	Continuous
CL	Centerline of roadway	1	Center2
CL-lbl	Centerline Labels	2	Continuous
FFC-lbl	Front Face of Curb Labels	2	Continuous
GB	Grade Break	42	Dashed2
Matchline	Matchline and text	30	Continuous
Pplotnums- <	Plan and profile lot numbers (sheet number in brackets)	105	Continuous
R-BC	Back of Curb on vertical and rolled curb	4	Continuous
R-EP	Edge of Pavement of Roadway	100	Continuous
R-FL	Flow line on rolled curb only	1	Divide2
R-LIP	Lip of Curb	3	Continuous
R-SW	Sidewalk, HC Ramps, and Driveway Aprons	4	Continuous
R-TC	Top of Curb on Vertical Curb only	1	Continuous
R-VG	Valley Gutter (flow line will be on R-FL layer)	2	Continuous
St-lt	Streetlight	2	Continuous
Stripe	Striping and Lettering	252	Continuous

Site Plan

Layer Name	Description	Color	Linetype
<-lbl	Site Improvement Labels with sheet name in brackets. First Sheet in Site Plan to be "S1-lbl", etc.	0.25	Continuous
AcShade (*)	Shade Hatching for Asphalt Pavement	254	Continuous
R-BC	Back of Curb on vertical and rolled curb	4	Continuous
R-FL	Flowline on rolled curb only	1	Divide2
R-LIP	Lip of Curb	3	Continuous
R-Stripe	Striping, Parking, and Lettering	252	Continuous
R-SW	Sidewalk, HC Ramps, and Driveway Aprons	4	Continuous
R-TC	Top of Curb on Vertical Curb only	1	Continuous
R-VG	Valley Gutter (flow line will be on FL layer)	2	Continuous

Grading Plan

Layer Name	Description	Color	Linetype
Catch	Cut and Fill slope Catch line	101	Hidden2
FG-LBL	Grade labels	0.25	Continuous
Slope	Slope marks	63	Continuous

Storm Drain

Layer Name	Description	Color	Linetype
D	Storm Drain Surface Features, MH, CB, DI, etc	0.25	Continuous
D-FL	Storm Drain Ditch Flow line	1	FL2
D-lbl	Storm Drain Labels (Mainly on Site Plans)	0.25	Continuous
D-U	Storm Drain Subsurface features, Pipes, etc.	0.25	Continuous

Sanitary Sewer

Layer Name	Description	Color	Linetype
S	Sewer Surface Features, MH, CO, etc,	0.25	Continuous
S-LBL	Sewer Labels (Mainly on Site Plans)	0.25	Continuous
S-LAT	Sewer Laterals	204	Continuous
S-U	Sewer Subsurface Features, Pipes, Laterals, etc.	0.25	Continuous

Water

Layer Name	Description	Color	Linetype
W	Water Surface Features, Fire Hydrant, Blow-offs, etc.	0.25	Continuous
W-lbl	Water Labels (Mainly on Site Plans)	0.25	Continuous
W-U	Water Subsurface Features, Pipes, Services, etc.	0.25	Continuous

Joint Trench Utilities

Layer Name	Description	Color	Linetype
E	Electric Surface Features	0.25	Continuous
E-U	Electric Subsurface Features	0.25	Continuous
G	Gas Surface Features	0.25	Continuous
G-U	Gas Subsurface Features	0.25	Continuous
ST-LT	Light Standard	2	Continuous
T	Telephone Surface Features	0.25	Continuous
T-U	Telephone Subsurface Features	0.25	Continuous

Topography

Layer Name	Description	Color	Linetype
Ex-bldg	Existing Building	162	Hidden2
Ex-Conc	Existing Concrete	154	Hidden2
Ex-D	Existing Storm Drain Features	72	Hidden2
Ex-E	Existing Electrical Vault, Transformer, Pull Box, etc.	53	Dashed2
Ex-ep	Existing EP	153	Dashed2
Ex-fnc	Existing Fence	62	Barbwire 1
Ex-G	Existing Gas	157	Hidden2
Ex-Notes	Notes for existing features	1	Continuous
Ex-R	Existing dirt Roadway	157	Hidden2
Ex-S	Existing Sewer	71	Hidden2
Ex-T	Existing Telephone	157	Hidden2
Ex-W	Existing Water	157	Dashed2
Ex-OHE	Existing Overhead Electric	57	Hidden2
Spotel	Existing Spot Elevation	62	Continuous
Ex-Tree	Existing Trees	51	Continuous
Ex-Veg	Existing Bushes and other vegetation	51	Continuous
Ex-Toe	Existing Toe of Slope (no plot)	162	Phantom2
Ex-Top	Existing Top of Slope (no plot)	162	Phantom2

Miscellaneous

Layer Name	Description	Color	Linetype
Hatch-<>	Hatch Layer with feature in brackets	142	Continuous
Hatch-Bndy	Hatch Boundary	7	Continuous
Bndy	Boundary Line	6	Border2
Bldg	Building	83	Continuous
Control	Survey Control	2	Continuous
Demo	Demolition Layer	8	Continuous
Ease	Easement Line	1	Hidden2
Mon	Survey Monuments	9	Continuous
NoPlot	No plot layer for personal notes, etc.	8	Continuous
PL	Property Line	3	Phantom2
Points	Misc Survey Points with no description key	9	Continuous

Row	Right-of-Way Line	5	Border2
Sheet	Paperspace Sheet block layer	6	Continuous
Stk-◇	Survey Point Stakeout with feature in brackets.	0.25	Continuous
Retwall	Retaining Wall	20	Continuous
St-name	Street Names	104	Continuous
Util	General Utilities	81	Continuous
Vic	Vicinity Map	61	Continuous
Vport	Viewport Layer (No Plot)	8	Continuous

(*) Use Solid Shading, then use DrawOrder command to send to Back.

A drawing template file which includes all of the layer names shown above, with color and linetype settings can be obtained from the City upon request.

Colors

The drafting colors are organized by their AutoCAD Color number. AutoCAD colors range from color number 1 to 255, plus Bylayer and ByBlock.

All entity (*line, arc, circle, text, etc.*) colors should be set to Bylayer, so that they take on the color characteristics of the layer they reside on. *In extreme cases only, entities may need to have a specified color associated with them.*

Referring to the color chart on the next page, the colors are laid out according to their color number. The numbers running horizontally through the full color palette represent the 10 digit and 100 digit portions of the color number, whereas the numbers running vertically on the left side of the full color palette represent the single digit portion of the color number. Using this method, the color 67 is that color square which is intersected by column “60” and row “7” of the full color palette.

The Standard colors are the first 9 colors shown as Red, Yellow, Green, Cyan, Blue, Magenta, White, Light Gray, and Dark Gray. These standard colors have plotted line widths associated with them of 0.18, 0.25, 0.35, 0.35, 0.50, 0.70, 0.35, 0.25, and 0.18 respectfully. These numbers are shown in the Standard Color boxes on the color chart. The line weights specified are in millimeters, and are based on the Leroy pen widths, which have been used for decades as drafting line width standards. The line weights of all colors in this color scheme are based on the first nine (9) color line widths.

The six gray shades are chosen for shading purposes and are set to the percent shading of the number in each box, with a line width of 0.25.

The numbers inside each box from column 210 on, represent percent shading in increments of 2, from 2% shading to 80% shading, and 0.25 pen width. These colors (210 to 249) are to be used for special purposes only. They can be used for gradient fills, or areas where you need a shade between the 10% differential in shading.

Since the most used pen width used is 0.25, all colors ending in zero (0) are 0.25 pen width and 100% shading. These colors are mainly used for text labeling and notes, although they can be used for any purpose you will need a 0.25 pen at 100% shading.

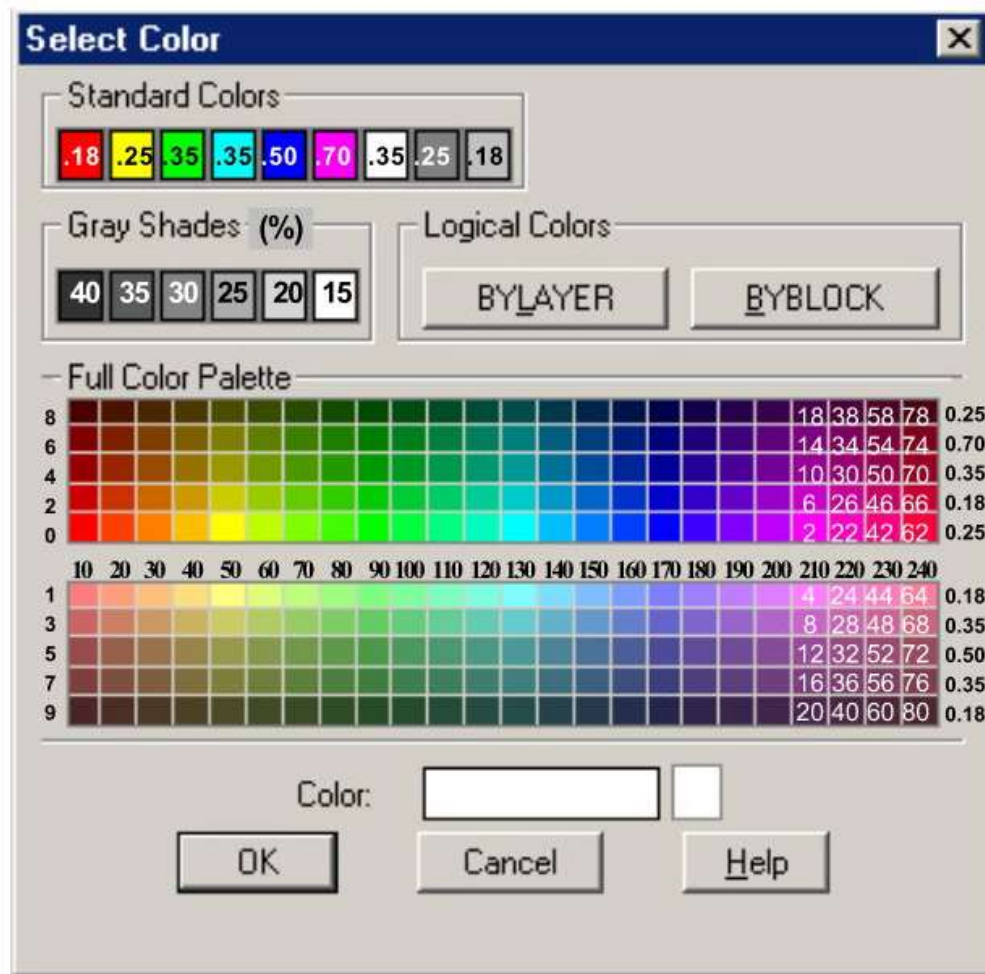
Any particular color can be full described by its number, up to color 210. Color 34 is 30% shading and the same pen weight as pen 4. Color 76 is 70% shading and the same pen weight as pen 6. All other pens from color 10 to color 210 follow this nomenclature.

Since there is no such thing as shading over 100% (100% is totally black), The scheme starts over at color 110. Color 53 and color 153 are identical. Color 82 and color 182 are identical, etc.

Colors in the 100 and 200 columns are 100% shading, following the method described above.

The only thing to really memorize is the first nine color line widths, arranged in a triangle beginning with 0.18, rising to 0.70 at color 6, and then returning to 0.18 at color 9. The shading percentage is fully described in the color number itself. Refer to the color chart on the next page.

An AutoCAD CTB file corresponding to these color and linewidth settings can be obtained from the City of Chico upon request.



The first digit(s) of the color number represent the percent shading, while the last digit represents the pen weight associated with the corresponding pen weights of colors 1 through 9 above.

Color Number: XY, Where X is the shading and Y is the pen weight corresponding to the pen weight of the pen number above (pens 1 – 9)

Example: Color 87 is 80% Shading and is the same line weight as pen number 7.

Color 63 is 60% Shading and is the same line weight as pen number 3.

Special Rules:

1. All colors ending in zero (0) up to pen #190 are pen wt 0.25 and are solid shading.
2. Shading starts over again at color 110. IE: Color 64 and 164 are equivalent, etc.
3. Pens beginning with 210 are in increments of 2% shading and are all 0.25 pen wt.

Neatness and Organization of Product

Points to consider:

- Drawings shall be neat and organized.
- As a general rule, layer 0 shall not be used for drafting.
- All entity colors and linetypes shall be “ByLayer” whenever possible.
- Duplicate information should be avoided whenever possible.
- Drawings should be purged of unused information.
- Efforts should be taken to minimize the drawing size.
- Spell checkers should be used to minimize spelling errors.
- Lines should not be overshoot or undershot, or be segmented unless necessary.
- Curves should be tangent to adjoining lines where appropriate.
- Elevations of lines and text should be noted and set to zero elevation as a general rule.
- Notes should be planned out, legible, and properly justified.
- Leaders should not cross.
- Plan and profile views should line up with Plan view on top and Profile view on the bottom.

Organization of a City of Chico Capital Project

Drawing	Xrefs and Data Links
Topo Drawing (50123T.dwg) <ol style="list-style-type: none"> 1. Points 2. Existing linework 3. Topo text 4. OG Surface feature lines 5. OG surface 	<ul style="list-style-type: none"> • Datalink Alignments
Design Drawing (50123B.dwg) <ol style="list-style-type: none"> 1. Proposed 2D linework 2. Alignments 3. Profiles 4. Profile Views 5. Corridors 6. FG Surface 7. Cross Sections 	<ul style="list-style-type: none"> • Xref Design, Topo, and Pipeworks Drawings • Datalink OG Surface

CITY OF CHICO - SERVICE PROVIDER AGREEMENT

KENNEDY JENKS CONSULTANTS, INC.
PROVIDER

ON-CALL PROFESSIONAL ENGINEERING SERVICES SEWER
COLLECTION AND TREATMENT SYSTEMS
Project Title

VARIOUS
Budget Account Number

EXHIBIT H

CITY OF CHICO SURVEY REQUIREMENTS

The Consultant must adhere to the City of Chico Survey Requirements shown below:

Survey Standards

All point descriptions shall accurately describe the feature. All point descriptions shall not exceed 16 characters in length. Point descriptions shall include pertinent information such as tree diameter, the type of tree such as conifer or deciduous, type of utility, beginning or end of linear feature, material types such as AC or Concrete, and any other descriptions required to easily and accurately identify the feature. The use of abbreviations is encouraged. The Surveyor shall use the point descriptors contained herein when naming field points. If additional descriptors are used, a copy of the additional descriptor keys or abbreviations must be provided to the City. The use of generalized descriptions, such as "misc." or "util" shall not be used.

When there is insufficient room in the descriptor to adequately describe the features, a Plus (+) sign shall be added to the end of the descriptor and additional information shall be placed into the survey notes or raw files (example: pipe diameter, direction, and invert data, condition, etc.).

Control

Randomly positioned horizontal control points consisting of, at the minimum PK nails and shiners or other appropriate material, shall be in place throughout the project limits.

Horizontal survey control shall be on California State Plane Coordinates Zone II in feet (NAD83) and established using 2 or more published control points.

Vertical control throughout the project limits shall be based on City datum and level loop

calculations shall be provided to the City. Calculations shall also include a closed level loop from the recorded City Datum marker that the survey is based on. Surveyor shall obtain a City benchmark from the City of Chico Public Works – Engineering website. Level loop shall meet first order, Class 1 accuracy and comply with Federal Geodetic Control Subcommittee standards.

A permanent project benchmark shall be placed within the City right of way, centrally located within the proposed survey, and outside of the main survey boundaries. The surveyor shall coordinate with the City Engineer as to the location of this benchmark.

Control points shall be easily locatable throughout the project limits, spaced no farther than 300' apart, and intervisible with at least two other control points. Control points must be placed to last 10 yrs. or until the project is built, whichever is first.

All control shall be established and on the horizontal and vertical control system stated above prior to starting topographic survey.

Topographic Survey

Each survey must consist of current data. Points from older projects must not be substituted for this current data unless prior written approval is received from the City.

Unless the City specifies otherwise, every shot in the public right of way must be field marked with a small white paint dot so that Staff can verify shots.

Monuments - Surveyor must put in substantial effort into locating existing property corners. All property corner monuments located shall be tied in the horizontal direction only.

Three sets of shots on every curve, minimum.

Shots within the right of way street section– Including but not limited to:

- Grade breaks
- Back of walk
- Back of curb
- Flowline
- Lip of gutter (including shots around bulb outs at drain inlets)
- Mailboxes and yard lights
- Fences - enough shots along fences to accurately describe the feature, including fence corners and gates.
- Trees – All trees 6" diameter and over and all landscape trees within the survey area.
- Elderberry plants must be tied, including drip line, and clearly labeled on the topo map.
- All environmental features, such as vernal pools shall be delineated.
- Utility Vaults – Three corners minimum.
- Round valve cans and pull boxes – center shot only, with diameter.
- All buildings that are within 20' of the limits of the survey.

- Centerline crown and stripe if different than crown.
- All visible traffic loops and hand holes.
- Striping (signify end of improvements like stripe-end and color if other than white)
- Ac shots including edge of pavement
- Valve cans
- Tops and toes of cuts and fills, and daylight lines
- Utility poles of any kind
- Signs, Posts, guard rail, bridge railing, limits of bridge deck, etc.
- Planters, pillars, concrete paths and other landscaping and irrigation features.
- Handicap ramps (8 shots min each), refer to Figure 1.
- Driveways (8 shots min each, top and bottom of curb transitions and back of walk at wing). Refer to Figure 1
- Manholes (center only with description of utility whether SS, SD, PacBell, etc. Refer to description list), Inverts, pipe directions, pipe sizes, and materials should be noted. Surveyor shall take two digital photos of the inside of each manhole, noting the number or grade rings, material of manhole and cone, and condition of structure.
- Streetlights and all traffic signal equipment
- All Utility Boxes with good description on the topo of the utility. Substantial effort shall be made to identify utility prior to using the UT category of descriptors.
- Drain Inlets and catch basins (Pick up the center of the grate at flowline, and full detailing of the transition wings at the lip also. Inverts can be dipped with a tape and added to the drawing from the survey notes. Each pipe entering and leaving must have an accurate dip and size associated with it.) If there is debris in the DI that needs to be removed prior to dipping, contact the City and maintenance staff at 530-895-4951 to request cleaning. A week's notice will be required for City personnel to schedule the work.
- When taking shots on median curb with no gutter pan, a shot at the top back of curb and a shot at the AC at the front of curb must be included. Many times, this distance is not the typical 6".
- Bollards, base only with diameter.
- All returns, angle points, points of reverse curvature, beginning and end of specific features such as curbs, etc.
- Cross-Sections no farther than 50' and in areas where more detail is required, 25' as required in scope.
- Ditches – All tops and toes of feature. If it is a flat bottom ditch, both toes showing the flat bottom.
- ADA - Sufficient elevations on public and private sidewalks, driveways and private property shall be obtained to ensure the design of acceptable conforms to the new improvements and ensure slopes will be in conformance with ADA standards.

Right of Way

In order to establish the current right of way limits, the surveyor shall;

- Research recorded survey maps and other documents in the area of the project
- Provide adequate field surveying to “tie” monumentation described in these maps and documents to existing and proposed improvements.

Right of Way Acquisitions - Any feature that might be important to the design, affect right of way acquisitions, or payment to the property owner needs to be detailed. The City’s intention is to obtain enough detail so that staff does not have to enter the field for clarification. In the case of Acquisition needs, pick up all features no matter how minor. (All bushes, trees of any size, concrete, building corners, planters, or any other feature that may affect the acquisition).

Survey Deliverables

- All control level loop notes and calculations
- Horizontal control traverse notes and closure calculations
- Copy of all survey notes
- Point description list with descriptions not contained within the City requirements
- RAW data file and hardcopy printout.
- RAW data must include the same descriptions as the final topo for easy correlation.
- Digital photos of the inside of manholes and DI’s and sectional sketches of each structure, with their locations. Measured distance down from rim of manhole to top of cone shall also be included for ALL manholes.
- Copies of maps and documents used to establish right of way.
- Include all deliverables in a 3-ring binder with signed cover letter.
- The survey point information shall be delivered in Civil 3D DWG format (2022 or newer), and in ASCII PNEZD comma delimited format on a CD. The drawing file will be used for error checking only and will not be used as part of the final mapping.

Mapping

If mapping is required, base mapping will be reduced using AutoCAD Civil 3D 2022 software or newer. The Drafter shall use the City of Chico Prototype Civil 3D drawing provided by the City of Chico. Point descriptions and drafting shall meet the City of Chico Capital Projects Services Design Standards format and the base map shall include:

- Features collected during the topographic survey. All features shall have a label.
- Contours with labels at a one-foot interval.
- All points shall be grouped based on the heading contained within the attached point descriptors list and contained within the City of Chico prototype drawing.
- Spot Elevations where necessary.
- Alignment and stationing for all roadways.
- Existing right-of-way and property lines as compiled from recorded survey maps.
- AP number and address shall be labeled for each parcel.
- Basis of bearing and benchmark information.

- All control points shall have a symbol and be labeled with text showing northing, easting, elevation, and control point number.

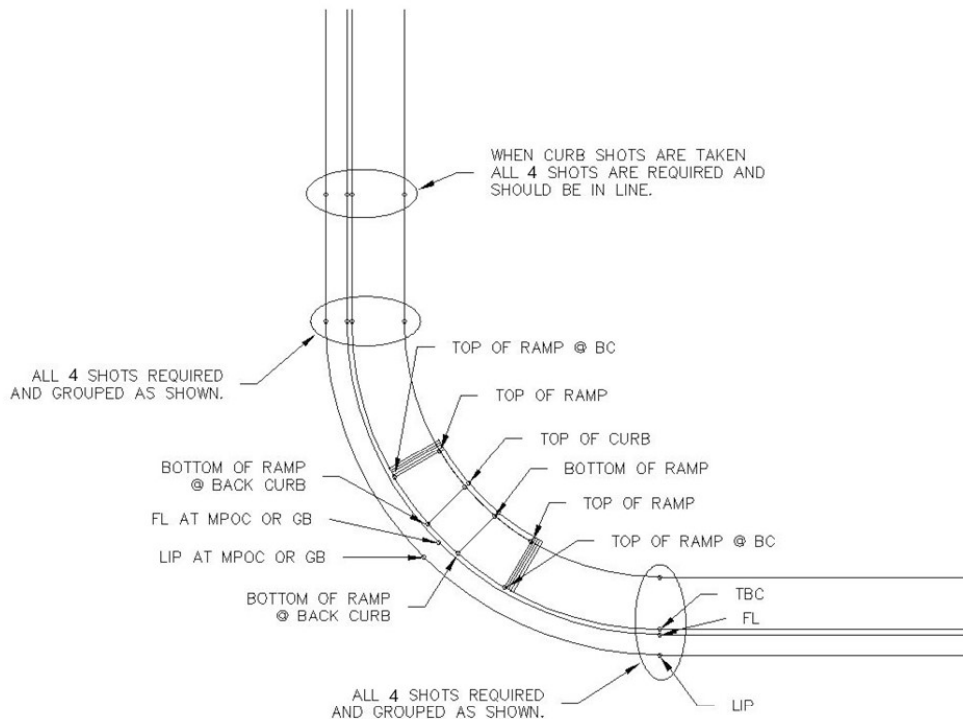
Mapping Deliverables

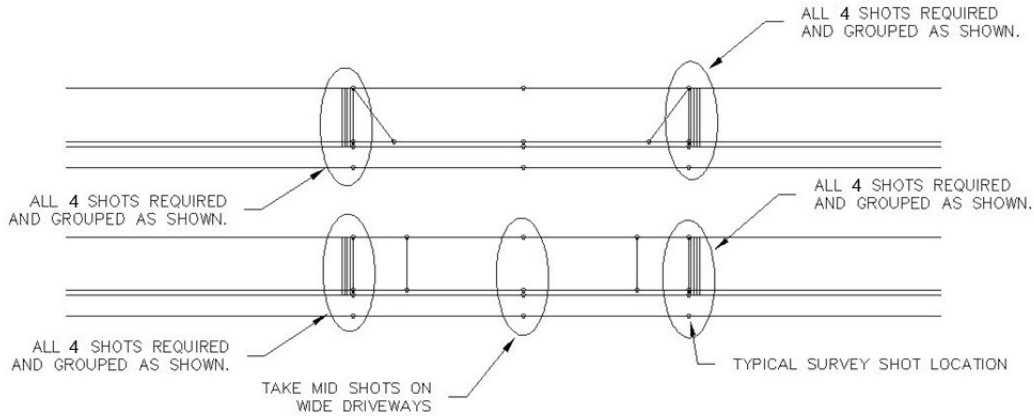
An electronic copy of the updated base map in DWG format, complete with all associated project data, fonts, plot tables and external references on a USB thumb driver.

A signed/stamped copy of the base map at 20 scale and plotted on 24x36 sheets, showing all control points and all features fully described with notes.

Prior to providing deliverables, all information shall have a QA/QC check by a registered individual within the consultant’s organization to ensure accuracy and completeness of work product.

Figure 1 - The figure shown below demonstrates where and how many shots should be taken for roadway hardscape features.





Point Descriptors

Building

B-BLBuilding Line
 B-CBCorner of Building
 B-DRDoorway
 B-FFFinish Floor
 B-OH.....Overhand

Cable TV

TV-BBox
 TV-EM.....Electrical Meter
 TV-FO.....Fiber Optics markings from USA
 TV-PEDPedestal
 TV-TV.....TV markings from USA

Control Point

CP-BMBench Mark
 CP-CH.....Chiseled X
 CP-NAIL.....Nail with or without shiner
 CP-SPK.....Spike
 CP-TBM.....Temporary Bench Mark
 CP-PKPK Nail
 CP-TMPTemporary Control Point
 CP-PCProperty Corner (Add description, size, RC #, etc)
 CP-MON.....Monument

Electrical

E-EUnderground Electric markings from USA
 E-BBox
 E-VVault
 E-PPPower Pole
 E-PEDPedestal
 E-ET(N, S, E, W).....Electrical “T” Connection. Use N, W, E or W for direction

E-MMeter
E-PAD.....Pad
E-PMGPad Mounted Gear
E-SLStreet Light
E-YLYard Light
E-SPService Pole

Fence

FNC-WD.....Wood Fence
FNC-CLChain Link Fence
FNC-BRICKBrick
FNC-ROCKRock
FNC-CONCconcrete
FNC-GPGate Post
FNC-ENDend of fence
FNC-FT(N, W, E, W)Fence T connection. Use N, W, E or W for direction
FNC-CORCorner
FNC-RETWALLRetaining Wall

Gas

G-GGas Markings from USA
G-VValve
G-GM.....Meter
G-SService
G-LPG.....Propane Tank (both ends)

Paint Stripe

PS-TSTraffic Stripe
PS-BS.....Bike Lane Stripe
PS-FSFog Lane Stripe
PS-CWSCross Walk Stripe
PS-SB.....Stop Bar
PS-BIKEBike Symbol

Roadway

R-LIP.....Lip of Gutter
R-EPEdge of Pavement
R-TBC.....Top Back Curb
R-TBRCTop Back Rolled Curb
R-FFCFront Face Curb
R-CLCenterline of road
R-VG.....Valley Gutter
R-BOWBack of Walk
R-SW.....Sidewalk (walkways)
R-FOW.....Front of Walk (separated only)
R-BADTop Back AC Dike

R-FAD.....Bottom front AC dike
R-FL.....Flowline
R-DW.....Driveway shots
R-HC.....Handicap ramp shots
R-SP.....Sign Post
R-PM.....Parking Meter
R-GRP.....Guard Rail Post

Sanitary Sewer

SS-B.....Box
SS-CO.....Clean Out
SS-MH.....Manhole
SS-TOP.....Top of pipe
SS-INV.....Sewer Invert

Storm Drain

SD-DI.....Drain Inlet (front opening)
SD-CB.....Catch Basin
SD-MH.....Manhole
SD-FES.....Flared End Section
SD-INV.....Invert
SD-TOP.....Top Pipe
SD-YD.....Yard Drain
SD-HW.....Headwall

Telcom

T-B.....Box
T-FO.....Fiber Optics
T-MH.....Manhole
T-OHL.....Overhead Lines
T-P.....Pole
T-PAD.....concrete Pad
T-PED.....Pedestal
T-PMG.....Pad mounted gear
T-V.....Vault
T-T.....Telcom Markings from USA

Traffic Signal

TS-B.....Box
TS-BP.....Button Post
TS-CB.....Control Box
TS-HH.....Hand hole
TS-PB.....interconnect box/ Pull box
TS-TL.....traffic loop
TS-P.....Pole

Unknown or Combined Utility

UT-BBox
UT-DPDrop Pole
UT-GUYGuy
UT-JPJoint Pole
UT-JTJoint trench
UT-OHL.....Overhead Lines
UT-PA.....Pole Anchor
UT-PAD.....Concrete Pad
UT-PEDPedestal
UT-PMGPad Mounted Gear
UT-TPTrench Patch
UT-STUB.....Stub
UT-VVault

Vegetation

VEG-CON.....Conifer Tree (include tree size, Inches at chest height)
VEG-DECDeciduous Tree (include tree size, Inches at chest height)
VEG-BUSHBush
VEG-SHRUB.....Shrub
VEG-HEDGEHedge

Water

W-WWater markings from USA
W-B.....Box
W-BOVBlow Off Valve
W-CVcheck Valve
W-FHFire Hydrant
W-FSRFire Sprinkler riser
W-FSVFire Sprinkler Valve
W-HB.....Hose Bib
W-IT.....Irrigation Timer
W-WMWater meter
W-BPV.....Backflow Prevention Valve
W-SPRKIrrigation Sprinkler
W-V.....Water valve
W-WELLWater Well
W-WSWater Service
W-WT(N, W, E, W).....Water “T” connection – use N, S, E, W for direction

Non Grouped Descriptions

CAP.....Concrete Angle Point
ECEdge of Concrete
C.....Concrete
STEP.....Steps
DWdriveway shots (not to be used for roadway driveway shots)

FWFront of Walk (Not to be used for roadway sidewalk shots)
BWBack of Walk (Not to be used for roadway sidewalk shots)
TRASHTrash Enclosure
SIGNPrivate Sign
MBMail Box
BOL.....Bollard
BMPRParking Bumper
BNCHBench
BUS.....Bus Shelter
TOPTop of Cut
TOE.....Toe of Fill
DAYDaylight
OG.....Original Ground
AC.....AC shot
EGDW.....Edge Gravel Driveway
EPEdge Pavement
FPFlag Pole
GB.....Grade Break
HR.....Hand Rail