

AMENDMENT NO. 10

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

AGREEMENT DATED JUNE 7, 2019

BETWEEN CITY OF CHICO

AND

ROLLS, ANDERSON & ROLLS
Architect/Consultant/Engineer

BRUCE ROAD RECONSTRUCTION –
SKYWAY TO EAST 20TH STREET
Project Title

307-000-8800/16038-307-4140
Budget Account Number

THIS PROFESSIONAL SERVICES AGREEMENT AMENDMENT (Amendment) is entered into on July 11, 2024, 2024, between the City of Chico, a municipal corporation under the laws of the State of California (City), and Rolls, Anderson & Rolls, (Consultant). On June 7, 2019, City and Consultant entered into “City of Chico - Professional Services Agreement” (Agreement). The provisions of the Agreement are hereby amended as follows:

1. Exhibit B is hereby superseded and replaced by revised Pages B1-R10 through B20-R10 attached hereto.
2. Exhibit C is hereby by superseded and replaced by revised Pages C1-R10 through C2-R10 attached hereto.
3. All other provisions of the Agreement shall remain in full force and effect.

CITY:

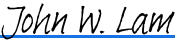
CONSULTANT:

Mark Sorensen
Mark Sorensen (Jul 11, 2024 10:35 PDT)
Mark Sorensen, City Manager*

Paul W. Rabo
Paul W. Rabo (Jun 19, 2024 08:19 PDT)
By: Paul W. Rabo
Title Vice President

*Authorized pursuant to Section 3.08.060
of the Chico Municipal Code


APPROVED AS TO FORM:


John W. Lam (Jun 18, 2024 07:34 PDT)

John Lam, City Attorney*

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


REVIEWED AS TO CONTENT:


Barbara Martin (Jun 23, 2024 22:52 PDT)

Barbara Martin, Administrative Services Director*

*Reviewed by Finance and Information Systems

APPROVED AS TO CONTENT:


Brendan Ottoboni (Jun 18, 2024 15:38 PDT)

Brendan Ottoboni, Public Works Director
Engineering

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EXHIBIT B

SCOPE OF PROFESSIONAL SERVICES - BASIC; COMPLETION SCHEDULE

Amendment No. 10 Services in Bold

Scope of Professional Services - Basic

The Consultant shall provide professional services as follows:

Task 1- Project Management

Task 1 shall include, project setup, project management, and coordination with the City. The consultant shall provide overall management of the project, including coordination with the City and other stakeholders. The consultant shall provide management of subconsultants in the performance of their work. Management activities shall also include development and maintenance of a design schedule and progress reports to be distributed monthly. The schedule and billings shall be submitted in the form and in sufficient detail to track the project status and contract expenditures.

1) **Project Kick-off Meeting**

The Consultant shall schedule and conduct a Project kick-off meeting within three (3) weeks of NTP to discuss Project details, establish goals, review the Project schedule, and coordinate efforts. City staff shall work in conjunction with the Consultant to develop the Project Development Team (PDT) prior to the Project kick-off meeting. Once identified, the Consultant shall contact all members of the PDT to coordinate the scheduled meeting date, location, and

time. A meeting notice, agenda, and meeting minutes (noting all action items) shall be prepared by the Consultant for the kick-off meeting.

Deliverables: *Kick-off Meeting Agenda and Minutes*

2) Project Schedule

The Consultant shall develop and maintain a comprehensive project schedule utilizing Deltek Ajoura software. The schedule shall show all tasks necessary to complete plans, specifications and estimates (PS&E).

Deliverables: *Project schedule and updates.*

3) PDT Meetings

The Consultant shall coordinate and attend PDT meetings with City staff and stakeholder representatives at interim periodic project milestones, as necessary. Meeting agendas for the planned meeting and summaries/notes from the previous meeting shall be prepared by Consultant for each meeting and distributed to the City's Project Manager and other attendees. An action item list and a status of project deliverables shall be updated on an ongoing basis and be made available for each PDT meeting and member.

Deliverables: *PDT Meeting Notices, Agenda, Minutes, and sign-in sheets*

Assumptions: *Three (3) PDT Meetings, excluding the kick-off meeting*

4) Monthly Progress Reports.

The Consultant shall prepare brief monthly progress reports (Progress Reports) to record ongoing progress on the Project and to support invoices submitted to the City for payment. Reports shall include an explanation of tasks accomplished for the month, deliverables finished/submitted, anticipated tasks/progress for the next month, pending issues and schedule completion target dates (updated Project schedule).

Deliverables: *Monthly Progress Reports*

5) Cost Accounting

The Consultant shall submit monthly invoices in a format that indicate: 1) the total contract amount, 2) all costs incurred for specific tasks performed for the period (actual and percentage), 3) costs incurred to date (actual and percentage), and 4) estimates percentage of completion for each task. Invoices shall include the Purchase Order (PO), Project, and invoice numbers on a form provided by the City (or in a format acceptable to the City). Charges for each of the individual tasks shall be listed separately, including reimbursable expenses.

Deliverables: *Monthly Invoices*

6) Quality Assurance / Quality Control

The Consultant shall plan for and ensure Quality Assurance and Quality Control (QA/QC) during the entire Project. The Consultant shall also ensure that all design calculations, deliverables, and other works are independently verified to ensure accuracy. Exhibits and plans shall be checked, corrected, and back-checked for accuracy and completeness.

7) Submittal of Project Deliverables

The Project deliverables shall be submitted for review by the City, regulatory agencies, and utility companies. The City shall be copied on all correspondence. Submittal milestones shall be as described below:

- 60% Plans, Specifications & Estimates, and copies of all studies and calculations
- 90% Plans, Specifications & Estimates, and copies of all studies and calculations
- Final Plans, Specifications & Estimates, and copies of all studies and calculations
- Right-of-Way documentation & engineering

Drawings, including topo and base maps, shall be designed and submitted in AutoCAD Civil 3D, Specifications shall be submitted in MS Word, and Estimates shall be submitted in MS Excel. PDF of all submittals shall be submitted as well.

All data, information, documents, calculations, reports, plans, specifications, quantity take-offs, estimates, or any other item collected or prepared in either hard copy or electronic format as part of the design of this Project are the property of the City. The Consultant shall submit all these items to the City at the completion of the Project. All original documents and electronic files shall become the sole property of the City and may be used by the City and/or its assignees without written permission from or additional compensation to the Consultant.

Deliverables: Management and Transmittal of all project data and files

Task 2: Data Collection and Analysis

Topographic surveys, right-of-way boundary surveys, recordation of existing utilities, base mapping and 30% preliminary design for a majority of the project area have been completed by the City and shall be provided to the consultant.

1) Review of Existing Plans, Studies, and Other Relevant Documentation

The Consultant, with the assistance of the City, shall assemble all available information and reports pertaining to the Project including utility information, aerial maps, survey and right-of-way data, traffic analysis, and any additional pertinent information for the Project to develop preliminary engineering. The City shall provide all available background information including topographic surveys, base maps, 30% preliminary design drawings and studies performed to date.

The Consultant shall provide a list of all other reports, plans, studies, documents and information that are needed for the design of the Project. The City shall provide copies of all records that are available at the City. For all other records needed for the design of the Project, the Consultant

shall be responsible for researching existing reports and obtaining and reviewing all pertinent Project-related data needed to prepare a complete PS&E package.

Deliverables: *List of additional data required for preliminary engineering*

2) Field Surveys

The Consultant shall review existing utility and improvement plans and conduct a visual field survey to review and confirm existing conditions as shown on the 30% preliminary design. This shall include inventory of existing facilities, including but not limited to roadway facilities, utilities, irrigation systems, landscaping (oak trees of special concern), drainage, and existing land use.

Task 3: Topographic and Boundary Surveys

The consultant shall supplement the field surveys already completed by the City in order to finalize any base mapping/data gathering that has not already been completed for the Project. The Consultant's topographic and boundary survey shall conform to the requirement in the City's "Department of Public Works Survey Requirement," which also includes software requirements. The supplemental topographic survey shall capture existing corridor features according to City of Chico Survey requirements including but not limited to: roadway and roadway features, utilities, grade breaks, drainage features, monuments, fences, trees (6" or greater DBH), signs, storm drain facilities, USA markings, existing utilities, and other typical features. Existing control points will be utilized where possible with new points set if needed and tied back into overall control.

Rights-of-Entry must be prepared, valid, and on-site at the time of survey.

It should be noted that prevailing wages shall apply for certain professional services such as land surveying (flag persons, survey party chief, rodman or chainman), materials sampling and testing (such as drilling rig operators, pile driving, crane operators), inspection work, soils, or foundation investigations, environmental hazardous materials and so forth per the requirements of California State Prevailing Wage.

Deliverables:

- *Topographic and Right of Way Boundary Drawings (AutoCAD Base File & PDF)*
- *Set a maximum of two (2) benchmarks on City datum and tied to permanent City benchmark. Locations to be determined by the City of Chico.*

Assumptions:

- *Topographic survey would be performed along the proposed storm drain alignment located within the future extension of Fremont Street beginning approximately 375 feet east of Notre Dame Boulevard and extending due east to Bruce Road.*
- *Cross sections along the proposed storm drain alignment would be obtained at a maximum of 50-foot intervals and would extend 25 feet left and right from the proposed alignment.*

Task 4: Right-of-Way Acquisition and Support

In order to acquire all necessary property (easement) for the storm drain improvements, the Consultant shall obtain all existing property ownership information needed to complete the design of this Project and complete right-of-way and easement acquisition documentation needed. All work shall be in conformance with the Uniform Act. The Consultant shall obtain copies of Title Reports and other pertinent data, and coordinate with staff and property owners in preparation of final right-of-way and drainage easement documentation. The final documentation shall identify all affected parcels and their owners and describe additional right-of-way or easements necessary to construct the proposed improvements. Consultant's Right of Way Agents shall hold California Real Estate Salesperson's Licenses and are working under the direct supervision of a California Real Estate Licensed Broker.

Consultant shall revise legal plats and descriptions for right-of-way acquisition on both sides of Bruce Road between Skyway and East 20th Street. Plats and descriptions shall be updated to include additional right-of-way at intersections (up to proposed curb returns) for future side streets.

Specific tasks include:

- 1) Consultant shall order a preliminary title report for affected properties and perform all necessary research for each parcel being acquired.

Deliverables: *Preliminary Title Reports*

- 2) The Consultant shall prepare a Right of Entry for each property to authorize preliminary investigative and right of way work.

Deliverables: *Right of Entry forms*

- 3) The Consultant shall prepare legal descriptions and plats of all right-of-way or easements needed for completion of the proposed improvements.

Deliverables: *Right of Way Base Map, Plat Maps, and Legal Descriptions*

- 4) The Consultant shall appraise all properties where right-of-way or easements are required to construct the proposed improvements.

Deliverables: *Appraisals*

- 5) Appraisal Reviews shall be completed by a Certified General Real Estate Appraiser. Upon acceptance and approval of the property appraisals, an independent appraisal review shall be completed by Consultant's subconsultant.

Deliverables: *Appraisal Review Reports*

- 6) The Consultant shall prepare first written offer packages, for approval by the City.

Deliverables: *Offer Package*

- 7) The Consultant shall negotiate with property owners to obtain right- of-way or easements or Permit to Enter and Construct agreements to construct the proposed improvements.

Deliverables: Right of Way Agreements, Grant and Easements Deeds, Permit to Enter and Construct documents, Administrative Settlements, Diaries, Written Summary of Acquisitions, Impasse Letters

- 8) The Consultant shall process and record all agreements, deeds, easements, “Rights-of-Entry”, and other property-related documentation.

Deliverables: Recorded Acquisition Documents and Escrow Instructions

Task 5: Utility/Other Agency Investigation and Coordination

For all utilities discovered within the Project area, the Consultant shall meet the following requirements:

The Consultant shall coordinate with all potentially affected utility companies, to ensure that all existing facilities owned, operated, and maintained by the respective entity, including both underground and overhead, are identified accurately prior to the final design phase. The Consultant shall coordinate efforts with each entity, to the extent needed, to prepare the PS&E package. The Consultant shall review the 30% preliminary design for the Project to verify that all affected utilities including, but not limited to water, electric, gas, communication, storm drain, irrigation, and sewer utilities have been identified within the Project limits.

If necessary, a Utility “B” letter and set of plans shall be provided to the utility companies showing sufficient horizontal and vertical information to enable them to determine the impact of the proposed City facilities on existing utility facilities. Utility owners shall be allowed 30 days to respond to the “B” plans on a standard response form that includes a description of utility conflicts and approximate relocation schedules. Consultant shall coordinate closely with the utility owners during this period and follow up regularly with the owners.

It will be the responsibility of the Consultant to identify potential points of conflict between proposed City facilities and existing or proposed utility company facilities. The Consultant will coordinate resolution of these problems by working with City and utility company personnel, including arranging for utility potholing, to produce a recommendation for alternative construction that will minimize or eliminate the problem.

An existing 6-inch gas transmission line located along the centerline of Bruce Road (approximate) will require utility potholing. Potholing shall occur between Raley Blvd. and E. 20th St. at intervals of 400-feet if cover is greater than 4-feet, otherwise every 200-feet.

Deliverables:

- *Utility Pothole Report*
- *Summary of potential utility conflicts and conflict resolution recommendations*

- *Utility “B” Letters*
- *Preliminary plans for utility company design purposes*

Assumptions:

- *A maximum of twenty (20) potholes would be performed*

Task 6: Geotechnical Investigation

Geotechnical analysis shall be completed for the project and will consist of field exploration, laboratory testing, geotechnical engineering analysis, and report preparation. All laboratory tests shall be performed consistent with the guidelines of the American Society for Testing and Materials (ASTM).

1) Site Investigation and Laboratory Testing

The geotechnical samples shall be coordinated with survey to tie all sample locations. Coordination and approval from the City shall be required prior to commencement of the work. It is the Consultant’s responsibility to determine the locations of all soil tests and borings. The City will review the locations for concurrence. The Consultant shall notify both the City and affected property owners at least 48 hours prior to boring operations. Right of Entries must be valid, and on site during geotechnical activities. Immediately after obtaining soil samples, boring holes shall be backfilled with non-shrink grout or an alternate material acceptable to the City’s Public Works Department.

- a) The Consultant shall provide all required traffic control measures during geotechnical field work in accordance with the latest edition of the Manual of Uniform Traffic Control Devices and in accordance to City regulations and ordinances.
- b) The Consultant shall obtain all required permits and utility mark-outs at least 48 hours prior to commencement of any geotechnical field work.
- c) The Consultant shall perform R-value tests at a depth representative of the final subgrade.
- d) The Consultant shall perform a maximum of three (3) percolation tests in designated areas approved by the City to assist with the design of post-construction standards and best management practices.

Assumptions:

- *A maximum of ten (10) shallow exploratory trenches will be excavated along the proposed roadway widening to a maximum depth of 5-feet bgs or until refusal whichever occurs first.*
- *A no-cost encroachment permit will be issued, if needed.*

2) Data Analysis and Engineering Design

Consultant would develop geotechnical engineering design recommendations for earthwork and structural improvements and provide applicable recommendations. The geotechnical engineering design recommendations would include but not be limited to the following:

- Site clearing and soil subgrade preparation.
- Fill moisture conditioning and compaction requirements.
- Fill soil loose lift (layer) thickness requirements.
- Utility trench backfill material placement and compaction requirements.

Consultant would provide a maximum of three pavement design options using asphalt concrete paving, roller compacted concrete and one other alternative design option.

3) Report Preparation

Consultant would prepare a geotechnical engineering investigation report that would present findings, conclusions and recommendations. The geotechnical engineering investigation report would meet the requirements of the 2016 CBC, and the accepted geotechnical engineering principles and practices performed in northern California. The report would include descriptions of the site conditions, field investigation, laboratory testing and geotechnical engineering design recommendations for the proposed earthwork and structural improvements. The report would be signed and stamped by a responsible California professional engineer (PE) in responsible charge of this project.

Deliverables: One wet-signed copy of the geotechnical report; signed copy of the geotechnical report in PDF format

4) Final Design Plan Review

Consultant would provide a maximum of four (4) hours to review the final earthwork grading, improvement plans, and specifications to verify geotechnical engineering recommendations have been implemented and to provide additional and/or modified recommendations.

The Consultant shall be available to clarify geotechnical information and answer questions during design, bidding, and construction phases for the Project.

Task 7: Design

Design shall include plan, specification and estimate submittals of 60%, 90%, and final plans and details (Bid Set). Final plans, specifications and estimate shall include wet-signed originals, including a flash drive of all documents in Microsoft Word/Excel, PDF and AutoCAD Civil 3D format. Contract plans shall be computer generated using AutoCAD Civil 3D software, version 2016 or later. The City will provide a template for the specifications.

The Consultant will prepare complete contract plans in conformance with the City of Chico Design Criteria and Improvement Standards, City of Chico Post-Construction Standards Plan,

and Caltrans 2015 Standard Plans and Specifications. These plans will include at a minimum:

- Title sheet
- Control and Layout sheet
- Typical sections and construction details
- Plan and profile sheets
- Cross sections
- Erosion control plans
- Stage construction plans
- Drainage and Utility plans
- Signage and striping plans
- Lighting plans
- Traffic signal plans (30%)
- Landscape plans

The plans shall indicate all items of work, details, and specifications, including but not limited to: existing conditions, construction staging and phasing, temporary and permanent erosion control, traffic control, clearing and grubbing, cutting and capping existing facilities, utility relocation and undergrounding, earthwork - grading, paving, slopes, curb and gutter, cross gutters, sidewalk, pedestrian ramps, walkways and access ramps, pavement and base, drainage facilities, traffic engineering - signing and striping, traffic signals (30%), electrical systems and lighting, decorative hardscape, landscaping, and other related work required to complete the project. All items of work shall be shown both in plan view and profile view.

Signalized intersection design along Bruce Road at Raley Blvd. and Webster Drive shall include full intersection design, including pocketed left turn lanes and curb returns. The traffic signal plan submittal shall include 30% design and provide sufficient detail for conduit placement and size.

The City's intent is to utilize Roller compacted Concrete design on this entire segment of Bruce Road, from Skyway to 20th Street. The City and Consultant shall be working closely with representatives from the California Nevada Cement Association to determine the most practical design using this material. A construction phasing plan may also be required.

Civil design and landscaping plan sheets shall incorporate Low Impact Development (LID) design measures in accordance with Section 3.3 of the City of Chico Post-Construction Standards Plan entitled "Capital Improvement/Municipal-Owned Projects." These design measures will ensure the Project meets requirements of the City's Phase II MS4 Permit. The City of Chico Post-Construction Standards Plan is available through the City of Chico website at the link below.

http://www.ci.chico.ca.us/building_development_services/sewer/documents/PostConstructionStandardsPlan10-23-15.pdf

The Consultant shall also ensure that all design calculations, deliverables, and other works are independently verified to ensure accuracy. All exhibits, plans, and reports should be checked, corrected, and back-checked for accuracy and completeness. Consultant shall provide a Response to Comments summary including all comments received from the previous submittal and how each comment was addressed.

Contract plans shall be computer generated using AutoCAD Civil 3D software, version 2016 or later. Contract plan size and format shall be in accordance with the City of Chico Design Standards. Deviations from the Standards shall be approved in writing by the City prior to implementation.

The Consultant shall prepare, in Microsoft Word and Excel formats all technical specifications, bid sheets, measurement and payment clauses for use in connection with Caltrans Standard Specifications 2015.

The City shall be responsible for preparation of the Bid Book, bid pages (excluding bid sheets provided by Consultant), standard contract, and legal provisions. All reports, design submittals, plans, specifications, estimates, and other documents prepared or obtained under the agreement entered into by City and Consultant for this work shall be delivered to and become the property of City.

Deliverables:

- *30% conceptual landscape plans; two full size hard copies*
- *60% plans and estimate; one electronic copy (AutoCAD/PDF) and two full size hard copies*
- *90% plans, technical specifications and estimate; one electronic copy (AutoCAD/PDF) and two full size hard copies; response to comments*
- *One wet signed, full size copy of contract plans*
- *One wet signed copy of technical specifications*
- *One wet signed copy of the project cost estimate*
- *Summary response to comments*
- *A flash drive that contains an electronic copy of final plans, specifications and estimate, including:*
 - *Final plans (AutoCAD Civil 3D 2016 or newer, PDF)*
 - *Technical Specifications (MS Word, PDF)*
 - *Cost Estimate (MS Excel, PDF)*
 - *Summary response to comments*

Assumptions:

- *Design of a maximum of two (2) transit stops.*
- *Design of a maximum of two (2) intersections.*

- *Preparation of a maximum of three (3) concepts for project to attempt to meet City's post-construction standards.*
- *Attendance at a maximum of two (2) meetings.*
- *The design width of proposed roadway improvements is from back of sidewalk to back of Class 1 Path.*

The following items are not included in this scope of services:

- Payment of any fees including application fees, title company fees, permit fees, utility fees, etc.
- Performing an analysis of the flood plain limits or the projects impact on the flood plain.
- Setting monuments or property corners or preparation of a record of survey.
- Design and preparation of plans for the Bruce Road and East 20th Street intersection including modifications to the existing traffic signal.
- Design and preparation of plans or specifications for fences or retaining walls.
- Design and preparation of plans or specifications for storm drain detention facilities.
- Design and preparation of plans or specifications for dry utilities.
- Design and preparation of plans or specifications for water mains.
- Design and preparation of plans or specifications for the relocation of existing utilities.
- Design and preparation of plans or specifications to modify the Bruce Road and Skyway intersection or traffic signals.
- Design and preparation of plans or specifications to modify the existing roadway channelization or medians along Bruce Road between Skyway and Raley Boulevard.
- Design and preparation of plans or specifications to modify the existing curb, gutter and sidewalk between Skyway and Raley Boulevard.
- Preparation of contract documents or Bid Book.
- Performing construction management.
- Performing construction staking.
- Performing construction inspection.
- Performing materials testing during construction.
- Preparation of "As-Built" drawings.
- Preparation for and attendance at meetings in addition to those described in the tasks above.
- Preparation of right-of-way acquisition documentation, legal descriptions, or plats at proposed intersection locations or along Bruce Road.

- Preparation of a Storm Water Pollution Prevention Plan (SWPPP), water pollution control drawings, or completion of a notice of intent on the State's SMARTs website.
- Performing SWPPP inspections, sampling, testing, or reporting.
- Providing assistance or responding to requests for information during the advertisement and construction phases.
- Design of traffic signal interconnect systems.
- Design of vehicle detection systems.
- Providing message boards for potholing, soil explorations or other required field work.

Task 8

- Establish horizontal and vertical survey control at the project site.

Task 9

- Perform a detailed topographic survey including locating surface visible utilities and perform cross-sections on 50-foot stationing along the revised storm drain alignment identified as Option #2 on the attached layout.

Task 10

- Plot the survey data and update the AutoCAD base drawing.

Task 11

- Design and preparation of additional plan and profile drawings showing the revised storm drain alignment.

Task 12

- Preparation of conceptual plats for a maximum of two storm drain alignments through the Chico Unified School District property.

Task 13

- Preparation of plats and legal descriptions for the acquisition of right-of-way and public service easement along Bruce Road.

Amendment No. 3 Services:

These tasks are based on the proposal for professional services dated May 6, 2021.

Task 14

- Shall involve performing additional project management for Amendment #3 tasks.

Task 15

- Performing a peer review of civil improvement plan sheets north of East 20th Street for conformance with City Standard Plans. The City shall be provided with a list of potential design concerns.

Task 16

- Combining and updating civil improvement plan sheets as required to create one set of plans for bidding purposes including creating additional AutoCAD files, performing drawing management and clean up, preparation of new control, layout, phasing, demolition, and striping sheets, addition of typical section and detail sheets, and coordination with other consultants to incorporate their plan sheets.

Task 17

- Addressing the City's 95% review comments, provided on 03/09/2021, for all civil improvement plan sheets. Consultant shall coordinate consultant and utility company designs, update quantities and costs estimates, storm drain calculations, guardrail treatments, and centerline finish grade profiles, add and remove roadway vertical curves, add roadway typical sections, perform field reviews to resolve design issues and conflicts, provide additional grading design at bridge approaches and for multimodal path north of Little Chico Creek, revise multimodal path layout along the preserve near SR 32, update street light locations and photometrics, and add landscape drainage north of East 20th Street.

Task 18

- Coordinating with Headway Transportation and updating traffic signal plan sheets for bidding purposes.

Task 19

- Coordinating with NV5, Regional Water Quality Control Board, performing soil sampling, laboratory analysis, and reporting services to evaluate the presence of nickel, lead, arsenic and antimony within the project boundary. (Per NV5 Proposal No. PC20.247, dated April 19, 2021.

Task 20

- Designing of roadway improvements for future road intersections at Raley Boulevard, Webster Drive, Laredo Way, Street E, Street G, and Street N as shown on the approved Stonegate Tentative Subdivision Map. Improvements shall be shown on plan and profile sheets.

Task 21

- Designing two bus turnouts along Bruce Road south of East 20th Street. Improvements shall be shown on plan and profile sheets.

Task 22

- Coordinating with utility companies to determine locations and sizes of sleeves for future utility crossings within the project limits (Skyway to Hwy 32). Sleeve locations shall be shown on plan and profile sheets. Work shall also include preparation of utility conflict maps and “B” letters north of East 20th Street.

Task 23

- Preparing a legal description for the City’s IIG Disbursement Agreement.

Amendment No. 5 Services

Task 24: Hydrologic Assessment Report

This task shall determine whether the above referenced project will impact Covered Species based on existing information or if a detailed hydrology study is needed. Subconsultant (NV5), in coordination with the City and Gallaway Enterprises shall prepare the Hydrologic Assessment Report using the existing information. This report shall explain the reasoning and justifications for the analysis behind the assessment results. Report shall be stamped and signed by a licensed civil engineer and include résumés and qualifications of staff with experience in hydrology, hydraulics, or related focus.

It is assumed that Consultant and/or the City shall provide historical information including, but not limited to, latest topographic survey, record drawings of storm drainage systems, GIS data of storm drainage system, hydrology studies, hydraulic studies, Bruce Road widening design plans, FEMA FIRM flood maps, permitted/no evaluation needed areas, no habitat/no evaluation needed areas. Otherwise, subconsultant shall work with consultant and or City staff to determine additional required documentation and assumptions to be incorporated.

Deliverables: Hydrologic Assessment Technical Memorandum – assumes one round of

comments from client.

Task 25– Detailed Hydrology Study Report (Optional, as needed)

Subconsultant shall perform a detailed hydrology study as described by CDFW. The study shall include development of accurate rainfall-runoff models that compare existing hydrologic conditions in channels/swales and vernal pools in the Action Area with conditions once the Covered Activities are completed. The study shall address and discuss hydrological changes to the small drainage channels/swales and interconnected vernal pools within the Action Area taking into consideration the features that are occupied by the Covered Species.

The detailed hydrology study includes:

- Review of existing information.
- Soil type and land cover (pre-determined/post-development).
- Watershed delineation and calculations (pre-determined/post-development).
- Hydrologic Model Results and Discussion for 10-year and 100-year events.
- Hydraulic Descriptions and Findings (pre-development).
- Hydraulic Model Development – defining flow areas and flow elements (post-development).
- Post Floodway Section Analysis.
- Hydrology Study Report

Subconsultant shall prepare a revised Hydrological Study Report to include corrected Figures A-6 and A-7 and additional cross sections, near the areas of BCM 1 north of Humboldt Road and BCM 4, to demonstrate hydraulic disconnection between the Project and the location of BCMs. In response to concerns at the BCM 4 location, Subconsultant shall provide a discussion of the local shallow groundwater flow direction as it relates to the source water for the BCM. Subconsultant shall provide a discussion and opinion regarding the potential for indirect impacts at location BCM 4 from the diversion of the peak flow rate of 24.5 cubic feet per second from the drainage swale on the east side of Bruce Road and the roadway to the storm drain.

Subconsultant shall prepare a revised Hydrological Study Report to include the City's proposed revisions including replacement of background aerial photo imagery, adding additional annotation to the figures, as indicated by the City, including text call-outs of pertinent features and depictions of the flow line of the drainage in the BCM 4 area.

Deliverables: Hydrologic Study Report (pre-developed model and post-developed model) – assumes one round of comment from client.

Assumptions:

1. Subconsultant (NV5) assumes that the following information shall be provided by the client:

- Grading and design plans including detailed graded topography.
 - Latest topographic survey.
 - Bruce Road widening design plans.
 - Final stormwater plans (record drawings of storm drainage systems).
 - Best Management Practices.
 - Pervious and Impervious landscaped features.
2. If new previously undisclosed impacts are discovered in the hydrology study report, developing suitable Covered Species mitigation actions is not included in this proposal.

Task 26

Consultant shall provide technical support during the first advertisement and bid process.

Task 27

Consultant shall stake the construction limits around the bridge replacement.

Task 28

Consultant shall do work involving the layout of a new sewer trunk line in East 20th Street within the project limits.

Task 29

Consultant shall do work involving a field review of existing curb ramps for compliance with current ADA standards. Construction notes and details shall be added to the improvement plans for non-compliant curb ramps.

Task 30

Consultant shall do work involving the layout and design of a retaining wall north and east of the bridge. Detail sheets shall be added to the improvement plans.

Task 31

Consultant shall perform a hydrologic and hydraulic study of the watershed (existing and proposed) north of Little Chico Creek and east of Bruce Road. Results shall be used to layout and design a storm drain conveyance system through the project area to the proposed outfall into Little Chico Creek.

Task 32

Consultant shall perform project management for Amendment #6 Tasks.

Amendment No. 7 – Landscape Architectural Services:

These tasks are based on the proposal for professional services dated September 14, 2023.
Subconsultant shall perform the following tasks and subtasks:

Task 33: Data Collection & Analysis/Preliminary Design Plan Schematics (30% Submittal)

- 1) Obtain all relevant site-specific information including engineer's base, site survey, underground utilities, easements, and engineers progress set of construction drawings.
- 2) Kick-off meeting: Meet with design team for Project coordination and to verify site specific development standards, answer questions, and verify format of deliverables.
- 3) Prepare sheet set up, key map sheet set up.
- 4) Prepare schematic landscape plan (30% submittal) to agree upon major design elements include tree and shrub concepts, plant species, general location of irrigation mainline and water and power points of connections, and limit of work.
- 5) Submit plans for review, approval, comments.
- 6) Administration including insurance set-ups, monthly reports, and invoice preparation.

Meetings: Two, Initial kick-off and meeting to present 30% Submittal (may be handled by email correspondence)

Deliverables: One Preliminary Plan Design Schematics (30% Submittal), black and white

Task 34: 65% Submittal Construction Drawings

- 1) Set up Construction Plan.
- 2) Develop phasing plan.
- 3) Develop Preliminary Planting plan.
- 4) Irrigation Plan:
 - a. Design Point of Connection including water meter, backflow device, and flow sensing/master valve assembly
 - b. Determine design pressure from local water purveyor, calculate system capacity, and establish design pressure.
 - c. Coordinate with Civil Engineer for sleeve layout with actual sleeving needed.
Back coordinate to Civil.
- 5) Develop preliminary Construction, Planting and Irrigation details.
- 6) Submit plans for review, approval, feedback, and comments.

Meetings: Two to present 65% Submittal (may be handled by email correspondence)

Deliverables: 65% Submittal

Task 35: 95% Submittal

- 1) Respond to 65% plan check comments.
- 2) Construction Plan designing stamped colored concrete layout, root barrier, and soil replacement for Construction Plan.
- 3) Develop Landscape Construction Details, per City of Chico design standards.
- 4) Develop Final Planting Plan.
- 5) Develop Final Planting Details.
- 6) Develop Final Planting Specifications.
- 7) Irrigation Plan
 - a. Design and layout subsurface drip
 - b. Calculate valve zones based on exposure and water use hydrozones.
 - c. Design quick coupler valve layout, isolation valve layout, remote control valve layout, and wire runs
- 8) Develop Final Irrigation details.
- 9) Develop Final Irrigation specifications.
- 10) Perform water conserving ordinance calculations including Maximum Applied Water Allowance and Estimated Total Water use by hydrozone. Develop irrigation schedule, Landscape Documentation Package Checklist, and hydrozone information table (HIT).
- 11) Prepare Landscape items for Engineer's estimate in Excel format.
- 12) Submit to City's prime Consultant for plan check.

Meetings: Two, present 95% Submittal (may be handled by email correspondence)

Deliverables: 95% level Construction Documents and Landscape items for Engineer's Estimate

Task 36: 100% Submittal – Final Bid Documents

- 1) Respond to 95% plan check comments.
- 2) Perform Final Quality Control Review.
- 3) Submit stamped, wet signed drawings.
- 4) Prepare plan check letter of response.
- 5) Submit Final technical specifications.
- 6) Submit Final stamped signed estimate.

Meetings: One, to present 100% Submittal

Deliverables: 100% Final Bid Documents

Task 37: Project Management

Consultant shall perform additional surveying to locate improvements along 20th Street, Builders Place, Banner Peak Drive, Apodaca Place, and the Veterans Affairs driveway. Work shall also include adding bus turnouts and future intersections to the plans, adding curb and gutter on 20th Street west of Bruce Road, adding vertical curves before and after the Little Chico Creek bridge, updating the roadway grading detail before and after the bridge, adding storm drainage facilities between the bridge and Banner Peak Drive, updating the retaining wall design between the bridge and Banner Peak Drive, creating a retaining wall plan and profile sheet, adding utility sleeves, updating curb ramp grading, civil plan sheets, typical sections, corridor modeling, cross sections and material quantities, coordinating revisions with consultants, perform AutoCAD drawing maintenance, providing signed plan sheets for bidding purposes, responding to bid questions, preparing information for bid addendums, and attending pre-bidding meeting.

Task 38: Construction Support

Provider shall review submittal packages and provide recommendations to the Resident Engineer, respond to RFIs before and during construction, prepare Contract Change Orders (CCOs) plans, review shop drawings, have staff available for field reviews to identify recommendations for corrections, assist and advise the Resident Engineer to minimize construction conflicts and attend a pre-construction meeting. This task does not include providing full-time inspection.

Task 39

Consultant shall prepare plans, specifications and estimates for traffic signal modifications at the intersection of Bruce Road and State Route 32. Designs shall include existing conditions, a camera detection system (with radar) for the south leg of the intersection, spare conduits crossing the south leg, equipment schedules, conduit/conductor schedules and details. Work shall include responding to comments from the City and Caltrans.

Task 40

Consultant shall prepare a temporary signal plan for Stage 2 of construction. Work shall include responding to comments from the City and Caltrans.

Assumptions:

The City will manage the Caltrans encroachment permit submittal and review process.

Services not provided by Consultant:

- 1) Traffic data collection or a traffic analysis.**
- 2) Traffic signal timing plans.**

- 3) Intersection or pedestrian ramp design.**
- 4) Revisions to pedestrian pushbuttons or ramps (ADA upgrades or audible stations).**
- 5) Complete rewiring, new conduits throughout, or major upgrades to the signal system.**
- 6) Potholing locations and depths of existing utilities.**

Completion Schedule

The Consultant shall complete all services outlined herein by December 31, 2025.

AMENDMENT NO. 10

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

ROLLS, ANDERSON & ROLLS
Architect/Consultant/Engineer

BRUCE ROAD RECONSTRUCTION –
SKYWAY TO EAST 20TH STREET
Project Title

307-000-8800/16038-307-4140
Budget Account Number

AMENDED
EXHIBIT C

Compensation for the services shall be in accordance with the completion of the tasks and schedule of hourly rates attached as page C2-R3. Total maximum compensation for the services outlined herein shall not exceed \$205,249.00 \$240,208.00 \$255,556.00 \$427,331.60 \$469,606.60 \$803,796.60 \$909,296.60 \$1,072,939.60 \$1,211,357.42 **\$1,243,645.42.**

Compensation shall be based upon actual invoices received.

Original Agreement:	\$205,249.00
Amendment No. 1 services:	<u>\$ 34,959.00</u>

Total:	\$240,208.00
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Amendment No. 2 services:	<u>\$ 15,348.00</u>
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Total:	\$255,556.00
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Amendment No. 3 services:	<u>\$171,775.60</u>
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Total:	\$427,331.60
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Amendment No. 5 services:

Task 24:	\$ 12,560.00
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Task 25 (Optional):	<u>\$ 29,715.00</u>
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Total:	\$ 469,606.60
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Amendment No. 6 services: \$ 334,190.00

 Total: \$ 803,796.60

Amendment No. 7 services:

Task 33: \$ 17,225.00

Task 34: \$ 32,740.00

Task 35: \$ 43,625.00

Task 36: \$ 11,910.00

 Total: \$ 909,296.60

Amendment No. 8 services:

Task 25: \$9,417.00

Task 37: \$154,226.00

 Total: \$1,072,939.60

Amendment No. 9 services:

Task 38: \$138,417.82

 Total: \$1,211,357.42

Amendment No. 10 services:

Task 39: \$22,200.00

Task 40: \$10,088.00

Total: \$1,243,645.42



CITY OF CHICO
P.O. BOX 3420 CHICO, CA 95927-3420

PURCHASE ORDER / PAYMENT AUTHORIZATION / CLAIM

No. 140636

1. Date

May 30, 2019

2. Date Check Required

3. Quote/Bid Reference (Complete if applicable)
☒ Per Agreement/Amendment Dated 6/7/19
☐ Bid Quote Summary Attached
☐ Sole Source/Vendor Approval Attached
☐ Rotational Vendor

4. Preparing Dept/Off

BO/JE/r

5. ☐ Annual Master
☒ Encumber
☐ Payment Authorization
☐ Confirming

6. Budgeted (Attach Budget to Actual Report)
☒ Budgeted
☐ Supplemental Appropriation No. _____
☐ Approved Request for Over-Expenditure Attached

7. For Contractor's Retention Only:
☐ Held by City
☐ Paid to Escrow Agent
☐ Paid to Contractor

8. DELIVER TO (Point of Delivery Destination)

City of Chico - Public Works - Engineering
PO Box 3420
Chico, CA 95927
REQUIRED DELIVERY DATE: _____

10. FUND(S) AND ACCOUNT(S) CHARGED:

307-000-8800/16038-307-4140

9. VENDOR/CLAIMANT (Name and Address)

Rolls, Anderson & Rolls
115 Yellowstone Drive
Chico, CA 95973

PEID NO. 01134

11. ORDER / CLAIM (Subject to conditions in Section 13.)

QUANTITY ORDERED	UNIT	INV.	DESCRIPTION	PRICE PER UNIT	TOTAL PRICE
			BRUCE ROAD RECONSTRUCTION - SKYWAY TO EAST 20TH STREET: The Consultant shall be compensated for services rendered per cited Agreement, and such compensation shall not exceed without prior written authorization of City upon receipt of 30 days advance notice by Consultant.		\$1,211,357.42
			ENGAGEMENT OF SERVICES AUTHORIZED PURSUANT TO SECTION 3.08.060 OF THE CHICO MUNICIPAL CODE		
			Encumber additional funds per Amendment No. 10 dated July 11, 2024		\$32,288.00
			PSA Description (14 Characters)		
ATTENTION VENDOR: Mail your invoice with this Purchase Order Number noted thereon to FINANCE OFFICE, P.O. Box 3420, Chico, CA 95927-3420. Unless otherwise stated, ALL PRICES ARE FOB POINT OF DELIVERY, AS SPECIFIED IN SECTION 8, ABOVE. NO EXCEPTIONS.				Subtotal	\$1,243,645.42
				<input type="checkbox"/> Sales Tax <input type="checkbox"/> Use Tax	
				TOTAL ⇨	\$1,243,645.42

12. Approvals

A. Claimant (Authorized Signature)

B. Dept. Head (Authorized Signature)

C. City Manager (Authorized Signature)

BO
BO

Boyle

Mark Orms

13. NOTICE TO VENDOR

ACCEPTANCE OF THIS ORDER/CLAIM BY VENDOR/CLAIMANT NAMED HEREON CONSTITUTES VENDOR'S/CLAIMANT'S AGREEMENT TO AND ACCEPTANCE OF THE FOLLOWING LISTED CONDITIONS.

- Claimant (Section 12A) certifies that upon claimant's personal knowledge the items and amounts set forth are true and correct, that no part thereof has been paid by the City of Chico, and that the amount claimed is justly due.
- Void unless signed by City Manager or the authorized representative in Section 12C, above. Changes of any kind from items specified in Section 11, above, are not authorized unless approved in writing by City Manager prior to shipping.
- Invoices must reflect only those items stipulated in Section 11, above, which have been shipped. Payment will not be made by City of Chico until goods or services ordered have been satisfactorily received. Back ordered items may not be billed on invoice. Invoices must be rendered no later than date of shipment. Invoices must reflect Purchase Order Number appearing on this Order. All goods, material, and supplies delivered must clearly indicate Purchase Order Number on outside of package.
- Payment will be made with approval from receiving department for items received/services rendered within 30 days of receipt of invoice or as specified by contract.
- The City Manager reserves the right to cancel from this order any or all item(s) not delivered by the delivery date specified in Section 8, above, unless written notice of vendor's inability to comply with the requirement is forwarded to and accepted by the City Manager.
- Unless otherwise stated, all prices are F.O.B. point of delivery as specified in Section 8, above.
- The City of Chico reserves the right to reject any or all item(s) delivered which do not conform to specifications reflected above or which have been damaged in transit. Such goods will be returned at sole risk, cost, and expense of vendor.












PSA Amdmt #10 - RAR 16038

Final Audit Report

2024-07-11


Created:	2024-06-17
By:	Valerie Mills (valerie.mills@chicoca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIyVSzFZjgaDcVtufTL9d-2odB9T7LB1I

"PSA Amdmt #10 - RAR 16038" History

-  Document created by Valerie Mills (valerie.mills@chicoca.gov)
2024-06-17 - 6:29:50 PM GMT
-  Document emailed to jlam@agclawfirm.com for signature
2024-06-17 - 6:30:00 PM GMT
-  Email viewed by jlam@agclawfirm.com
2024-06-18 - 2:32:09 PM GMT
-  Signer jlam@agclawfirm.com entered name at signing as John W. Lam
2024-06-18 - 2:34:40 PM GMT
-  Document e-signed by John W. Lam (jlam@agclawfirm.com)
Signature Date: 2024-06-18 - 2:34:42 PM GMT - Time Source: server
-  Document emailed to kadepoju@agclawfirm.com for approval
2024-06-18 - 2:34:44 PM GMT
-  Email viewed by kadepoju@agclawfirm.com
2024-06-18 - 10:33:05 PM GMT
-  Signer kadepoju@agclawfirm.com entered name at signing as Kandace M. Hawkins-Adepoju
2024-06-18 - 10:33:27 PM GMT
-  Document approved by Kandace M. Hawkins-Adepoju (kadepoju@agclawfirm.com)
Approval Date: 2024-06-18 - 10:33:29 PM GMT - Time Source: server
-  Document emailed to Brendan Ottoboni (brendan.ottoboni@chicoca.gov) for signature
2024-06-18 - 10:33:31 PM GMT
-  Email viewed by Brendan Ottoboni (brendan.ottoboni@chicoca.gov)
2024-06-18 - 10:38:25 PM GMT

 Document e-signed by Brendan Ottoboni (brendan.ottoboni@chicoca.gov)

Signature Date: 2024-06-18 - 10:38:45 PM GMT - Time Source: server

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2024-06-18 - 10:38:47 PM GMT

 Email viewed by prabo@rarcivil.com


2024-06-19 - 3:16:00 PM GMT

 Signer prabo@rarcivil.com entered name at signing as Paul W. Rabo

2024-06-19 - 3:19:16 PM GMT

 Document e-signed by Paul W. Rabo (prabo@rarcivil.com)

Signature Date: 2024-06-19 - 3:19:18 PM GMT - Time Source: server

 Document emailed to Amanda McGarr (amanda.mcgarr@chicoca.gov) for approval


2024-06-19 - 3:19:21 PM GMT

 Email viewed by Amanda McGarr (amanda.mcgarr@chicoca.gov)

2024-06-19 - 3:37:50 PM GMT

 Document approved by Amanda McGarr (amanda.mcgarr@chicoca.gov)

Approval Date: 2024-06-19 - 3:47:31 PM GMT - Time Source: server


 Document emailed to Josh Marquis (josh.marquis@Chicoca.gov) for approval

2024-06-19 - 3:47:33 PM GMT

 Document approved by Josh Marquis (josh.marquis@Chicoca.gov)

Approval obtained using URL retrieved through the Adobe Acrobat Sign API

Approval Date: 2024-06-19 - 5:20:04 PM GMT - Time Source: server

 Document emailed to Barbara Martin (barbara.martin@chicoca.gov) for signature


2024-06-19 - 5:20:06 PM GMT

 Document e-signed by Barbara Martin (barbara.martin@chicoca.gov)

Signature Date: 2024-06-24 - 5:52:34 AM GMT - Time Source: server

 Document emailed to risk-management@chicoca.gov for approval

2024-06-24 - 5:52:36 AM GMT

 Email viewed by risk-management@chicoca.gov

2024-06-25 - 3:40:06 PM GMT

 Email viewed by risk-management@chicoca.gov

2024-07-07 - 5:42:12 PM GMT

 Email viewed by risk-management@chicoca.gov


2024-07-11 - 3:02:27 PM GMT

 Signer risk-management@chicoca.gov entered name at signing as Shelly Lerch

2024-07-11 - 4:05:33 PM GMT

 Document approved by Shelly Lerch (risk-management@chicoca.gov)

Approval Date: 2024-07-11 - 4:05:35 PM GMT - Time Source: server

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2024-07-11 - 4:05:39 PM GMT

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2024-07-11 - 5:32:55 PM GMT

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Signature Date: 2024-07-11 - 5:35:36 PM GMT - Time Source: server

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2024-07-11 - 5:35:39 PM GMT

 Email viewed by Casey Chapot (Casey.Chapot@chicoca.gov)

2024-07-11 - 5:37:09 PM GMT

 Document e-signed by Casey Chapot (Casey.Chapot@chicoca.gov)

Signature Date: 2024-07-11 - 5:37:22 PM GMT - Time Source: server

 Agreement completed.

2024-07-11 - 5:37:22 PM GMT