#### AMENDMENT NO. 1

#### CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

#### AGREEMENT DATED MARCH 28, 2023

### BETWEEN CITY OF CHICO

**AND** 

### GALLAWAY ENTERPRISES, INC.

Architect/Consultant/Engineer

# BRUCE ROAD WIDENING AND RECONSTRUCTION PROJECT Project Title

307-000-8800/16038-307-4120 Budget Account Number

	ES AG	REEMENT AMENDMENT (Amendment)			
is entered into on Aug 13, 2024	ntered into on Aug 13, 2024 , between the City of Chico, a				
municipal corporation under the laws of the State of California (City), and Gallaway Enterprises,					
Inc., (Consultant). On March 28, 2023, 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 Exhibit B is hereby superseded and a	eplaced	d by revised Pages B1-R1 through B5-R1			
attached hereto.					
• •	replaced	d by revised Pages C1-R1 through C2-R1			
attached hereto.					
3. All other provisions of the Agreement shall remain in full force and effect.					
CITY:		CONSULTANT:			
CIII.		CONSULTANT.			
Mark Sorensen  Mark Sorensen (Aug 13, 2024 18:49 PDT)		Kevin Sevier (Aug 12, 2024 10:20 PDT)			
Mark Sorensen, City Manager*	By:	Kevin Sevier (Aug 12, 2024 10:20 PDI)  Kevin Sevier			
Mark Solchisch, City Manager	Бу.	Title Vice President			
*Authorized pursuant to Section 3.08.060		Title vice i redident			
of the Chico Municipal Code					

APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
John W. Lam John W. Lam (Aug 12, 2024 06:06 PDT)	Brendan Ottoboni (Aug 12, 2024 09:34 PDT)
John Lam, City Attorney*	Brendan Ottoboni, Public Works Director, Engineering
*Pursuant to The Charter of the City of Chico, Section 906(D)	
REVIEWED AS TO CONTENT:	

\*Reviewed by Finance and Information Systems

Barbara Martin (Aug 13, 2024 17:33 PDT)

Barbara Martin, Administrative Services Director\*

#### AMENDMENT NO. 1

#### CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

### GALLAWAY ENTERPRISES, INC.

Architect/Consultant/Engineer

# BRUCE ROAD WIDENING AND RECONSTRUCTION PROJECT Project Title

307-000-8800/16038-307-4120 Budget Account Number

# AMENDED EXHIBIT B

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

#### **Amendment No. 1 Services in Bold:**

Scope of Professional Services - Basic

The Consultant shall provide professional services as follows:

#### TASK 1 – CONTRACTOR SUPPLIED BIOLOGIST

Provider shall provide qualified biologists and botanists for monitoring and consultation on wildlife, fish, and botanical biological needs and navigation of environmental permits and agreements for the Bruce Road Widening and Reconstruction Project (Project). It is assumed the Project shall take TWO (2) construction seasons, approximately SIX (6) months each, to complete. Consultation and biological services shall be restricted to maintaining compliance with the California Department of Fish and Wildlife (CDFW) Streambed Alteration Agreement (SAA), EPIMS-BUT-14322-R2, and the CDFW Incidental Take Permit (ITP), Permit No. 2081-2020-055-02, for Butte County Meadowfoam (BCM). As required in the ITP, Provider shall compile Quarterly Compliance and Annual Reports for each of the TWO (2) assumed construction seasons. Additionally, Provider shall prepare and submit a Final Mitigation Report within 45 days after the completion of all mitigation measures post Project activities. As required by the ITP, Provider shall prepare and present a Biological Resources Information Program (BRIP) to onsite personnel prior to Project activities occurring and additionally when new personnel are onsite during Project activities.

Notification of Non-compliance with the ITP, Biological Incidents (i.e. take of special status species), and Special-Status Species encounters shall be reported to the City immediately within 24 hours of the incident and/or non-compliance activity. It is the City's responsibility to notify CDFW immediately, within 24 hours, if it is determined that and ITP Condition of Approval is

not in compliance.

Special-status species that are encountered during Project activities and/or biological surveys shall be submitted to the California Natural Diversity Database (CNDDB) within FIVE (5) days of the encounter as required by the SAA and within 60 days for the ITP. It is the responsibility of the City to suspend Project activities and to consult with CDFW before continuing Project activities if special-status species are encountered.

<u>Deliverables</u>: Provider shall prepare letter reports and shall submit ONE (1) electronic copy in PDF format to the City for EACH report. Additionally, the Provider shall prepare a BRIP handout and shall submit ONE (1) electronic copy in PDF format to the City. Provider shall provide the City with an electronic copy of the CNDDB Online Field Survey Form for each special-status species encounter.

#### TASK 2 – BIOLOGICAL SURVEYS/MONITORING

Task 2a: Biological Preconstruction Surveys

Provider shall conduct ONE (1) Biological Preconstruction Survey for each of the TWO (2) assumed construction seasons as required by the CDFW SAA. Preconstruction Surveys for native wildlife and avian species protected under the Migratory Bird Treaty Act (MBTA) and the California Fish and Game Code (CFGC) shall be conducted prior to Project activities occurring onsite. Biological assessments for potentially suitable habitats/resources and/or for the presence of native wildlife and/or active avian nesting during the nesting season (February 1 – August 31) shall be conducted within THREE (3) days of Project activities according to the SAA. Survey methods for avian species shall include, as required in the SAA, providing a qualified biologist to survey a minimum radius of 500-feet (for migratory birds) and ½ mile (for raptors) around the Project area that can be accessed by the biologist.

If the biological assessments reveal suitable wildlife habitat/resources and/or active avian nesting, then the qualified biologist shall establish species specific no-disturbance buffers that shall be recommended to be maintained by the City, and their Contractors, until native wildlife have vacated the Project area and/or active avian nests (i.e. containing eggs or young) are deemed as non-active (the young have fledged, are foraging independently, and are no longer dependent on the nest), by the qualified biologist. It is the responsibility of the City to provide all survey results to CDFW within THREE (3) days of the survey.

<u>Deliverables</u>: Provider shall prepare a letter report and shall submit ONE (1) electronic copy in PDF format to the City for EACH survey.

Task 2b: Protocol Level Swainson's Hawk Surveys

Protocol level Swainson's Hawk Surveys (SHS) are required as described in the SAA. Surveys shall be conducted by a qualified biologist prior to Project activities occurring during the Swainson's hawk nesting season (March 1 – September 30). TWO (2) SHS shall be conducted prior to the Preconstruction Survey listed above in Task 2a. THREE (3) SHS in total are required prior to initiating Project activities for each of the TWO (2) assumed construction seasons.

The first SHS shall occur in Period II (March 20 – April 5) at sunrise to 1000 and again at 1600

to sunset in the same day. The second SHS shall take place during Period III (April 5-20) at sunrise to 1200 and again at 1630 to sunset in the same day. The third SHS shall occur simultaneously during the Preconstruction Survey described in Task 2a, THREE (3) days prior to initiating Project activities.

<u>Deliverables</u>: Provider shall prepare a letter report and shall submit ONE (1) electronic copy in PDF format to the City for EACH survey.

#### Task 2c: As-Needed Biological Surveys/Monitoring

Provider shall conduct additional Focused Biological Surveys and/or Monitoring for each of the TWO (2) assumed construction seasons as needed up to EIGHT (8) in total. Additional Focused Biological Surveys and/or Monitoring shall include any additional Biological Preconstruction Surveys (as described in Task 2a) that would be needed should a lapse in Project-related work of FOURTEEN (14) days or longer occurs as required in the SAA and/or the weekly monitoring of active avian nests (i.e. containing eggs or young) to determine nest status.

<u>Deliverables</u>: Provider shall prepare a letter report and shall submit ONE (1) electronic copy in PDF format to the City for EACH survey and at the end of active avian nest monitoring periods.

#### Task 2d: Vegetation Removal Monitoring

Provider shall conduct Biological Monitoring of vegetation-disturbing activities, including bat avoidance measures, during tree removals as outlined in the SAA and ITP. Up to TEN (10) maximum working days are allotted in this quote for monitoring of vegetation-disturbing activities during the TWO (2) assumed construction seasons.

Bat Avoidance measures described in the SSA include: tree removal shall occur between approximately MARCH 1 (or when evening temperatures are above 45F and rainfall less than ½-inch in 24 hours occurs) and APRIL 15, prior to parturition (birthing) of pups. The next appropriate period for tree removal occurs after pups become self-sufficiently volant (able to fly), approximately SEPTEMBER 1 – OCTOBER 15 (or prior to evening temperatures dropping below 45F and onset of rainfall greater than ½-inch in 24 hours). If a bat day roost is discovered during tree removal, work shall be suspended and the City shall consult with CDFW on how to proceed.

Deliverables: Provider shall maintain a daily log of monitoring activities.

#### TASK 3 – BCM MITIGATION/MONITORING

#### Task 3a: BCM Mitigation

Provider shall provide a qualified botanist to conduct ONE (1) Preconstruction Survey for BCM prior to initiating ground-disturbing or vegetation removing activities for each of the TWO (2) assumed construction seasons as required by the ITP for the Project. Additionally, the qualified botanist shall collect BCM seeds prior to Project activities commencing and disperse them on the Meriam park Preserve or submit them to the California Botanic Garden. A Seed Collection Report shall be prepared by the qualified botanist.

If new occurrences of BCM are present during BCM Preconstruction Surveys and shall be affected by Project activities, the qualified botanist shall prepare a BCM Avoidance Plan. Should a BCM Avoidance Plan be needed, the Provider shall need to rescope. It is the responsibility of the City to consult with CDFW if amendments to the ITP will be needed.

<u>Deliverables</u>: Provider shall prepare a letter report and shall submit ONE (1) electronic copy in PDF format to the City within 30 days for EACH BCM preconstruction survey and BCM seed collection event.

#### Task 3b: BCM Daily Monitoring

Provider shall conduct Daily Monitoring during Covered Activities as described in the CDFW ITP for BCM. Monitoring shall be provided up to 240 maximum working days during the TWO (2) assumed construction seasons. Covered Activities include grubbing and grading, excavation of roadway and shoulder subgrades, road paving and concrete pouring, bike lane paving, sidewalk construction, direct filling of occupied habitat, trench excavation, stormwater facilities construction, bridge replacement, vegetation landscape installation, landscape irrigation installation, roadway lighting and signage installation, and capture and relocation of Covered Species (BCM) or any Project activities that may result in the crushing, removal and burial of seedbank and individual BCM plants, direct filling of occupied habitat, or alteration of hydrologic flow. Daily compliance inspections shall take place during all Covered Activities outlined in the ITP to ensure impacts to BCM are minimized and that the Project is in compliance with all measures outlined in the ITP.

Deliverables: Provider shall maintain a daily log of monitoring and inspection activities.

#### TASK 4: CREEK DIVERSION/FISH RELOCATION

Consultant shall conduct daily monitoring/clearance surveys for regulated species during Creek Diversion activities and when surface waters are present within the work area. Daily monitoring shall consist of daily clearance surveys and relocation for regulated aquatic/semi-aquatic species during work within the Little Chico Creek channel. Work within Little Chico Creek is expected to occur for one (1) construction season and shall involve the installation/maintenance/removal of a temporary water diversion system and dewatering activities. A qualified biologist approved by CDFW/USFWS/NMFS must be onsite for these activities to monitor in-water activities and minimize impacts to regulated species during construction activities and to conduct relocations of regulated species as needed.

<u>Deliverables:</u> Consultant shall maintain a daily log of monitoring and inspection activities and provide letter summary reports for creek diversion activities and relocated species accounts, as needed, submitted in electronic copies in PDF format to the Client.

#### Services to be Provided by City

- Provide access to the site.
- Consultation with and report/plan submittals to CDFW.

# Completion Schedule

The Consultant shall complete all services outlined herein in by December 31, 2024 <u>June 30, 2026</u>.

Task 1 – Contractor	BRIP – prior to initiating Project activities.		
Supplied Biologist	Incident/Non-compliance Reports/Notifications – within 24 hours of		
	the incident.		
	Quarterly and Annual Reports – 3 Quarterly Reports per construction		
	season followed by a 4 <sup>th</sup> Quarterly/Annual Report no later than		
	January 31 of every year beginning with issuance of the ITP.		
	Final Mitigation Report – within 45 days after the completion of all		
	mitigation measures outlined in the ITP.		
Task 2 – Biological	Preconstruction Surveys – within 3 days prior to initiation of Project		
Surveys/ Monitoring	activities for native wildlife and nesting avian species; outside and		
	within the avian nesting season (FEB 1 – AUG 31).		
	Swainson's Hawk Surveys – when Project activities occur within the		
	nesting season (MAR 1 – SEPT 30), 3 surveys shall be required prior		
	to the start of Project activities.		
	Project Lapse Surveys – where there is a lapse of Project activities of		
	14 days, additional Preconstruction Surveys shall be required within 3		
	days of the continuation of Project activities.		
	Weekly Nest Monitoring – to determine the status of active avian		
	nests, weekly nest checks shall occur for all active avian nests until		
	nest is no longer active.		
	Vegetation Monitoring – during all activities of vegetation removal.		
Task 3 – BCM	BCM Preconstruction Survey – prior to initiating ground-disturbing		
Mitigation/Monitoring	or vegetation removing activities.		
	Seed Collection and Report – collect seeds prior to initiation of		
	Project activities, submit Report within 30 days of seed collection and		
	dispersal.		
	Daily Monitoring – Daily site inspections during all Covered		
	Activities outlined in the CDWF ITP.		

#### AMENDMENT NO. 1

#### CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

### GALLAWAY ENTERPRISES, INC.

Architect/Consultant/Engineer

# BRUCE ROAD WIDENING AND RECONSTRUCTION PROJECT Project Title

307-000-8800/16038-307-4120 Budget Account Number

### AMENDED EXHIBIT C

### **COMPENSATION**

Compensation for the services shall be in accordance with the following schedule of hourly rates attached as page C-2. Total maximum compensation for the services outlined herein shall not exceed \$\frac{\$108,620.00}{\$119,370.00}\$.

Compensation shall be based upon actual invoices received.

Task/Description	PM/\$130	SrBio/\$120	Bio1/\$100	Bio2/\$85	Admin/\$70	Cost
Task 1 – Contractor	\$1,300	\$2,400	\$8,800	-	\$280	\$12,780
Supplied Biologist						
Task 2 – Biological	\$780	-	\$13,600	\$8,840	\$280	\$23,500
Surveys/Monitoring						
Task 3 – BCM	\$780	\$10,080	-	\$61,200	\$280	\$72,340
Mitigation/Monitoring						
Estimated total:						\$108,620.00

### **Amendment No. 1 Services**

Task/Description	PM/\$130	SrBio/\$120	Bio1/\$100	Bio2/\$85	Admin/\$70	Cost
Task 4 – Creek Diversion/Fish Relocation	\$390	\$10,080	1	1	\$280	\$10,750
<b>Amended Total:</b>					1	\$119,370.00

## **Gallaway Enterprises, Inc**

Schedule of Fees\*

#### Effective September 19, 2022

#### Labor

Senior Regulatory Biologist	\$160.00 per hour
Senior Project Manager	\$168.00 per hour
Project Manager	\$130.00 per hour
Senior Botanist/Biologist/Planner	\$120.00 per hour
Archaeologist	\$110.00 per hour
Associate Biologist/Botanist/Planner	\$110.00 per hour
Biologist/Botanist/Planner/Arborist	\$100.00 per hour
GIS Analyst !	\$100.00 per hour
GIS Analyst	\$90.00 per hour
Water Quality Manager QSP/CESSWI	\$100.00 per hour
Compliance Monitor/Field Technician	\$85.00 per hour
Litigation Support – Expert Witness Testimony	\$ 325.00 per hour
Emergency Services**	\$200.00 per hour
Clerical/Accounting/Administrative	\$ 70.00 per hour

#### **Expenses**

Document Reproduction, Materials, Permit Fees, Etc.

Sub-Contractors

Boat Rental

GPS Equipment, Spray Rig, ATV

Fish Electroshock and other sampling equipment

Mileage (applies to projects located more than 100 miles from our Chico office)

Actual Cost

Actual Cost+ 5%

\$100/day

\$50/day

varies

O.625 per mile

Per diem charges for travel may apply depending upon the job location. Per diem costs will be described within contract documents or included in unit prices.

<sup>\*</sup>Negotiated fee schedules are available for on-call contracts and multi-year projects.

<sup>\*\*</sup>Emergency rates apply when services are required and rendered with less than 48 hours' notice.



### **CITY OF CHICO**

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

QUANTITY	DESCRI		PRICE TOTAL PRICE	
	11. ORDER / CLAIM (Si	ubject to conditions in Section 13.)		
9. VENDOR/CLAIMANT (Name and Address) Gallaway Enterprises, Inc. 117 Meyers Street, Suite 120 Chico, CA 95928	PE	ID NO		
6. 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: 307-000-8800/16038-307-4120	
5. Annual Master Cncumber Payment Authorization Confirming	6. Budgeted (Attach Budget to  Budgeted  Supplemental Appropriat  Approved Request for On	tion No.	7. For Contractor's Retention Only:     Held by City     Paid to Escrow Agent     Paid to Contractor	
Date March 10, 2023	2. Date Check Required	3. Quote/Bid Reference (Complete if applicable Per Agreement/Amendment Dated 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3	4. Preparing Dept/Off LAS/TB/vm	

BRUCE ROAD WIDENING AND RECONSTRUCTION PROJECT: The Consultant shall be compensated for services rendered per cited Agreement, and such compensation \$108,620.00 shall not exceed without prior written authorization of City upon receipt of 30 days advance notice by Consultant. ENGAGEMENT OF SERVICES AUTHORIZED PURSUANT TO SECTION 3.20.060 OF THE CHICO MUNICIPAL CODE Encumber additional funds per Amendment No.1 dated \$10,750.00 Aug 13, 2024 **PSA** Description (14 Characters) \$119,370.00 Subtotal ATTENTION VENDOR: Mail you invoice with this Purchase Order Number noted thereon to ☐ Sales Tax FINANCE OFFICE, P.O. Box 3420, Chico, CA 95927-3420. Unless otherwise stated, ALL ☐ Use Tax PRICES FOR FOB POINT OF DELIVERY, AS SPECIFIED IN SECTION 8, ABOVE. NO \$119,370.00 TOTAL ⇒ EXCEPTIONS.

	12. Approvals	ACCOUNT OF THE PARTY OF THE PAR
A. Claimant (Authorized Signature)	B. Dept. Head (Authorized Signature)	C. City Manager Authorized Signature)
	Logo Q Sello	MINING THAT INS
	Xelexicours	IIIIIIIIII MS
	NOTICE TO VENDOR	11/11/11/11/11

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

- 1. 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.
- supplies delivered must clearly indicate Furthlase Order National of Journal 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 Oily 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.
  6. Unless otherwise stated, all prices are F.O.B. point of delivery as specified in Section 8, above.
  7. 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

Signature: Casey Chapot
Casey Chapot (Aug 14, 2024 08:11 PDT)

Email: Casey.Chapot@chicoca.gov

# PSA Amd #1 - Gallaway Enterprises

Final Audit Report 2024-08-14

Created: 2024-08-08

By: Valerie Mills (valerie.mills@chicoca.gov)

Status: Signed

Transaction ID: CBJCHBCAABAAf\_U5QNI8B0IeMgqv--EFgl50S0N2DoOS

# "PSA Amd #1 - Gallaway Enterprises" History

- Document created by Valerie Mills (valerie.mills@chicoca.gov)
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- Signer jlam@agclawfirm.com entered name at signing as John W. Lam 2024-08-12 1:06:53 PM GMT
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- Document e-signed by Brendan Ottoboni (brendan.ottoboni@chicoca.gov)
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- Document approved by Amanda McGarr (amanda.mcgarr@chicoca.gov)

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

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- Document emailed to Barbara Martin (barbara.martin@chicoca.gov) for signature 2024-08-13 3:51:36 PM GMT
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  Signature Date: 2024-08-14 0:33:16 AM GMT Time Source: server
- Document emailed to Mark Sorensen (mark.sorensen@chicoca.gov) for signature 2024-08-14 0:33:18 AM GMT
- Email viewed by Mark Sorensen (mark.sorensen@chicoca.gov) 2024-08-14 1:48:44 AM GMT
- Document e-signed by Mark Sorensen (mark.sorensen@chicoca.gov)
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- Document emailed to Casey Chapot (Casey.Chapot@chicoca.gov) for signature 2024-08-14 1:49:49 AM GMT
- Email viewed by Casey Chapot (Casey.Chapot@chicoca.gov) 2024-08-14 3:11:01 PM GMT



Document e-signed by Casey Chapot (Casey.Chapot@chicoca.gov)
Signature Date: 2024-08-14 - 3:11:21 PM GMT - Time Source: server

Agreement completed. 2024-08-14 - 3:11:21 PM GMT