

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

NV5

Architect/Consultant/Engineer

BIG CHICO CREEK RECEIVING WATER
MONITORING PROGRAM - 2022

Project Title

MAJNC/11020-000-4110

Budget Account Number

TABLE OF CONTENTS

<u>Section/Title</u>	<u>Page No.</u>
SECTION 1 - DESCRIPTION OF PROJECT	2
SECTION 2 - SCOPE OF PROFESSIONAL SERVICES - BASIC;	2
COMPLETION SCHEDULE	
SECTION 3 - SCOPE OF PROFESSIONAL SERVICES - ADDITIONAL;	2
COMPLETION SCHEDULE	
SECTION 4 - COMPENSATION	3
SECTION 5 - RESPONSIBILITY OF CONSULTANT	3
SECTION 6 - RESPONSIBILITY OF CITY	3
SECTION 7 - INDEMNIFICATION	4
SECTION 8 - INSURANCE	4
SECTION 9 - GENERAL PROVISIONS	5
9.1 - Access to Records	5
9.2 - Assignment	5
9.3 - Changes to Scope of Services - Basic Professional Services	5
9.4 - Compliance with Laws, Rules, Regulations	5
9.5 - Conflict of Interest Code Applicability	5

9.6 - Exhibits Incorporated5

9.7 - Independent Contractor6

9.8 - Integration; Amendment.....6

9.9 - Jurisdiction6

9.10 - Notice to Proceed; Progress; Completion6

9.11 - Ownership of Documents.....6

9.12 - Subcontracts6

9.13 - Term; Termination6

9.14 - Notice7

SECTION 10 - SPECIAL PROVISIONS7

THIS PROFESSIONAL SERVICES AGREEMENT (Agreement) is entered into on March 11, 2022, between the City of Chico, a municipal corporation under the laws of the State of California, (City) and NV5, a California corporation, (Consultant).

SECTION 1 - DESCRIPTION OF PROJECT

City desires to undertake that certain project (Project) described in EXHIBIT A, entitled “DESCRIPTION OF PROJECT,” and to engage Consultant to provide the required professional services relating to the Project.

SECTION 2 - SCOPE OF PROFESSIONAL SERVICES - BASIC; COMPLETION SCHEDULE

Consultant shall perform those basic professional services in connection with the Project as are set forth more particularly in EXHIBIT B, entitled “SCOPE OF PROFESSIONAL SERVICES - BASIC; COMPLETION SCHEDULE,” and shall complete said professional services in accordance with the completion schedule for professional services as incorporated in EXHIBIT B.

SECTION 3 - SCOPE OF PROFESSIONAL SERVICES - ADDITIONAL; COMPLETION SCHEDULE

City and Consultant agree that it may be necessary, in connection with the Project, for Consultant to perform or secure the performance of professional services other than those set forth in EXHIBIT B. In each such instance, Consultant shall advise City, in advance and in writing, of the need for such additional professional services, their cost and the estimated time, if appropriate, required to perform them. Consultant shall not proceed to perform any such required additional professional service until City has determined that such professional service is beyond the scope of the basic professional service to be provided, is required, and has given its

written authorization to perform or obtain it. Each additional professional service so authorized shall constitute an amendment to this Agreement, shall be identified and sequentially numbered as "Amendment No. 1" and so forth, shall be subject to all of the provisions of this Agreement, and shall be incorporated into EXHIBIT B accordingly.

SECTION 4 - COMPENSATION

Consultant shall be compensated for professional services rendered to City pursuant to this Agreement periodically in the amounts, manner and in accordance with the payment schedule as set forth in EXHIBIT C, entitled "COMPENSATION." Amounts due to Consultant from City for professional service rendered shall be evidenced by the submission to City by Consultant of an invoice, prepared in a form satisfactory to City, setting forth the amount of compensation due for the period covered by it. Each such invoice shall be forwarded to City so as to reach it on or before the 15th day of the month next following the month or months, or other applicable period, for which the professional service invoiced were provided. All such invoices shall be in full accord with any and all applicable provisions of this Agreement. City will make payment on each such invoice within 30 days of receipt of it. However, if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, then City shall not be obligated to process any payment to Consultant until a correct and complying invoice has been submitted.

SECTION 5 - RESPONSIBILITY OF CONSULTANT

By executing this Agreement, Consultant warrants to City that Consultant possesses, or will arrange to secure from others, all of the necessary professional capabilities, experience, resources and facilities necessary to provide to City the professional services under this Agreement. In procuring the professional services of others to assist Consultant in performing the professional services set forth at EXHIBIT B or additional professional services under SECTION 3 of this Agreement, Consultant shall not employ or otherwise obtain the professional services of any person or entity known to Consultant or City to have, or be likely to develop during the term of this Agreement, an interest that is personally, or professionally, or financially adverse to any interest of City. Consultant will follow the best current, generally accepted professional practices in performing tests and procedures, making findings, rendering opinions, preparing factual presentations and providing professional advice and recommendations regarding professional services rendered under this Agreement.

SECTION 6 - RESPONSIBILITY OF CITY

To the extent appropriate to the Project contemplated by this Agreement, City shall:

6.1 Assist Consultant by placing at Consultant's disposal all available information pertinent to the Project, including previous reports and any other data relative to design and construction of the Project.

6.2 Guarantee access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform Consultant's professional services.

6.3 Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents prepared and presented by Consultant, and render verbally or in writing as may be

appropriate, decisions pertaining thereto within a reasonable time so as not to delay the progress of the services by Consultant.

6.4 Designate in writing a person to act as City's representative with respect to the services to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to materials, equipment, elements and systems pertinent to Consultant's professional services.

6.5 Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in the Project.

6.6 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

SECTION 7 - INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the services provided under this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Consultant shall reimburse City and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

Consultant's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City, its directors, officials, officers, employees, agents, or volunteers. Consultant's obligation to indemnify, defend and hold harmless the City, its officers, employees and agents for claims involving "Professional Liability" claims involving acts, errors or omissions in the rendering of professional services (as defined in Civil Code section 2782.8(2), specifically, architects (Business & Professions Code section 5500), landscape architects (Business & Professions Code section 5615), professional engineers (Business & Professions Code section 6701), and professional land surveyors (Business & Professions Code section 8701)), shall be limited to the extent caused by Consultant's negligent acts, errors or omissions.

SECTION 8 - INSURANCE

Any requirements by City that Consultant carry general liability, errors and omissions, or any other type of insurance in connection with the services to be performed and/or professional

services to be rendered by Consultant pursuant to this Agreement shall be as set forth in EXHIBIT D, entitled "INSURANCE PROVISIONS."

SECTION 9 - GENERAL PROVISIONS

9.1 Access to Records

Consultant shall maintain all books, records, documents, accounting ledgers, and similar materials relating to services performed for City under this Agreement on file for at least four years following the date of final payment to Consultant by City. Any duly authorized representative(s) of City shall have access to such records for the purpose of inspection, audit and copying at reasonable times, during Consultant's usual and customary business hours. Consultant shall provide proper facilities to City's representative(s) for access and inspection. Consultant shall be entitled to reasonable compensation for time and expenses related to such access and inspection activities, which shall be considered to be an additional professional service to City, falling under the provisions of SECTION 3 of this Agreement.

9.2 Assignment

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

9.3 Changes to Scope of Services - Basic Professional Services

City may at any time, upon a minimum of 10 days written notice, modify the scope of basic professional services to be provided under this Agreement. Consultant shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify City in writing. Upon agreement between City and Consultant as to the extent of said impacts to time and compensation, an amendment to this Agreement shall be prepared describing such changes. Execution of the amendment by City and Consultant shall constitute the Consultant's notice to proceed with the changed scope.

9.4 Compliance with Laws, Rules, Regulations

All professional services performed by Consultant pursuant to this Agreement shall be performed in accordance and full compliance with all applicable Federal, State, or City statutes, and any rules or regulations promulgated thereunder.

9.5 Conflict of Interest Code Applicability

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

9.6 Exhibits Incorporated

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

9.7 Independent Contractor

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

9.8 Integration; Amendment

This Agreement represents the entire understanding of City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in it. This Agreement may not be modified or altered except by amendment in writing signed by both parties.

9.9 Jurisdiction

This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall continue to be in full force and effect.

9.10 Notice to Proceed; Progress; Completion

Upon execution of this Agreement by the parties, City shall give Consultant written notice to proceed with the services. Such notice may authorize Consultant to render all of the professional services contemplated herein, or such portions or phases as may be mutually agreed upon. In the latter event, City shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the services. Upon receipt of such notices, Consultant shall diligently proceed with the services authorized and complete it within the agreed time period.

9.11 Ownership of Documents

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

9.12 Subcontracts

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

9.13 Term; Termination

The term of this Agreement shall commence upon City's issuance to Consultant of a notice to proceed for all or a portion of the services, as hereinabove provided, and shall end upon

City's acceptance and payment for all or such portion of the services as was authorized by such notice, including any and all retentions. Notwithstanding the foregoing, City may, in its sole discretion, terminate this Agreement at any time and for any reason whatsoever by giving at least 10 days prior written notice of such termination to Consultant. In this latter event, Consultant shall be entitled to compensation for all professional service rendered and services performed for City to the date of such termination.

9.14 Notice

Any notices required to be given pursuant to this Agreement shall be deemed to have been given by their deposit, postage prepaid, in the United States Postal Service or, alternatively, by personal delivery or overnight courier service addressed to the parties as follows:

To City:	City Manager City of Chico P. O. Box 3420 Chico, CA 95927-3420	or	City Manager City of Chico 411 Main Street Chico, CA 95928
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To Consultant: NV5
48 Bellarmine Court, Suite 40
Chico, CA 95928

SECTION 10 - SPECIAL PROVISIONS

This Agreement shall include all special provisions, if any, as are set forth on EXHIBIT F, entitled "SPECIAL PROVISIONS."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date first set forth above.

CITY:



Mark Orme, City Manager*

CONSULTANT:



By: ASSOCIATE

Title

*Authorized pursuant to Section 3.08.060 of the Chico Municipal Code

APPROVED AS TO FORM:



Vincent C. Ewing, City Attorney*

APPROVED AS TO CONTENT:



Leigh Ann Sutton, Public Works Director
Engineering

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

REVIEWED AS TO CONTENT:



Scott Dowell, Administrative Services Director*

*Reviewed by Finance and Information Systems

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BIG CHICO CREEK RECEIVING WATER MONITORING PROGRAM - 2022

Project Title

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Budget Account Number

EXHIBIT A

DESCRIPTION OF PROJECT

The Consultant shall provide water monitoring services associated with the City of Chico's Big Chico Creek Receiving Water Monitoring Program (Program) [following *Quality Assurance Project Plan Receiving Water Monitoring Program Big Chico Creek* dated April 2021 (QAPP)].

Receiving water monitoring in Big Chico Creek (BCC) is required to comply with the provisions of the National Pollutant Discharge Elimination System (NPDES) General Permit for Waste Discharge Requirements (WDRs) for Storm Water Discharges from Small Municipal Separate Storm Sewer Systems (MS4s), Order No. 2013-0001-DWQ, NPDES No. CAS000004. The applicable portion of the WDRs is Section E.13.d.1 – Receiving Water Monitoring.

The objective of the receiving water monitoring program is to assess the condition of BCC by monitoring in-stream pollutants resulting from urban runoff.

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EXHIBIT B

SCOPE OF PROFESSIONAL SERVICES - BASIC; COMPLETION SCHEDULE

Scope of Professional Services - Basic

The Consultant shall provide professional services as follows:

Task 1. Project Management – Consultant shall prepare meeting materials, facilitate, and attend ongoing bi-monthly meetings with the City via telephone, coordinate and schedule three field sampling events with Consultant’s staff and the City’s contractor, California State Enterprises’ Aquatic Bioassessment Laboratory (ABL), and Consultant subcontracted California certified laboratories. Consultant shall prepare monthly status reports to update the City on the overall progression of data acquisition and deliverable status.

Task 2. Surface Water Monitoring and Laboratory Analyses

Surface Water Monitoring Field Work

Consultant shall provide two field sampling personnel to conduct surface water monitoring and sampling during the spring 2022 (March-May), summer 2022 (June-August), and fall 2022 (September-November) monitoring periods. Surface water monitoring shall be conducted at two locations identified in the 2020 QAPP: 1) Five-Mile Monitoring Site; and 2) Warner Street Monitoring Site. Table 1 below summarizes the monitoring activities, monitoring parameters and frequency. The tasks are divided based on those tasks performed by Consultant and those tasks to be performed by the City contractor (CSUS, ABL). Monitoring shall be conducted in accordance with the QAPP.

Consultant shall coordinate surface water monitoring events performed by CSUC ABL. Monitoring to be conducted by the CSUC ABL is summarized in Table 1 below. Reasonable efforts shall be made to conduct Consultant monitoring concurrent with the monitoring to be conducted by CSUC ABL. Sample location coordinates, photos, flow measurements, field forms, etc. shall be shared from and with the City’s contractor to facilitate collection of data that meets the data quality objectives defined in the MS4 Permit, SWAMP QAPP 2019 and the City’s updated 2020 QAPP.

Collection of algal biomass samples and an estimation of the % algal cover is required during each of the three monitoring events pursuant to the MS4 permit. The SWAMP Module F Standard Operating Procedure (Ode, 2016; SOP) requires the samples to be a composite collected from eleven transects within a 300-foot reach of creek and the percent cover to be estimated based on a point count. One of these sampling events shall be performed concurrent with the bioassessment and PHAB effort performed by CSUC ABL. Consultant shall propose to have CSUC ABL perform the sample collection and estimation of percent algal biomass for the other two monitoring events.

Table 1 Summary of City of Chico Ambient Water Quality Monitoring – Big Chico Creek

Monitoring Parameter	Protocol	Frequency
Performed by NV5		
Pyrethroids (Sediment)	QAPP	Yearly in spring. Submit to subcontract laboratory.
Temperature, pH, Conductivity, Turbidity	Field Measurement, QAPP	Daytime measurement between noon - 5 pm, at the same time of day, for 2 weeks (10 days) in spring, summer, and fall. Field Measurements. Concurrent Flow Measurement.
Dissolved oxygen (DO)	Field Measurement, QAPP	One week (5 days) of evening grab samples (a minimum of 2 hours after dusk or 2 hours before sunrise) in spring, summer, and fall. Field Measurement. Concurrent Flow Measurement.
Dissolved Organic Carbon	QAPP	Once during the spring, summer and fall. Collect 1 sample concurrent with DO, Temperature, pH, Conductivity, Turbidity measurements. Submit to subcontract laboratory. Concurrent Flow Measurement.
Total Organic Carbon	QAPP	Once during the spring, summer and fall. Collect 1 sample concurrent with DO, Temperature, pH, Conductivity, Turbidity measurements. Submit to subcontract laboratory. Concurrent Flow Measurement.
Total Suspended Solids Suspended Sediment Concentration	QAPP	Once during the spring, summer and fall. Collect 1 sample concurrent with DO, Temperature, pH, Conductivity, Turbidity measurements. Submit to subcontract laboratory. Concurrent Flow Measurement.
Bacteria (E. coli)	QAPP	Once yearly in later summer or fall. Collect 1 sample weekly x 4 weeks. Calculate geometric mean. Measure e. coli. Submit to subcontract laboratory. Concurrent Flow Measurement.
Water Quality Analytes (Chloride, Hardness, Alkalinity, Organic Carbon, Silica, Sulfate), Nutrients (Ammonia-N, Nitrate + Nitrite-N, Total N, Orthophosphate-P, Total P)	QAPP	Once during the spring, summer and fall. Collect 1 sample concurrent with DO, Temperature, pH, Conductivity, Turbidity, Salinity measurements. Submit to subcontract laboratory. Concurrent Flow Measurement.
Flow	QAPP	Evaluate spring, summer, and fall for 2 weeks. (Concurrent with DO, Temperature, pH, Conductivity, Turbidity measurements).

Performed by California State University Bioassessment and Subcontract Laboratory

Algae Sample	QAPP	3 times per year in the spring, summer, and fall. (Use 2017 SWAMP Protocol, Module F, concurrent bioassessment/PHAB assessment required 1x) Concurrent Flow Measurement. Algae sample collected on point count. Algal samples submitted to NV5 subcontract lab for Chlorophyll a/Ash Free Dry Mass analyses
PHAB assessment	SWAMP Guidelines, QAPP	Concurrent with flow measurement and nutrient sampling per 2017 SWAMP protocol.
Photo Documentation	QAPP	Concurrent with flow measurement and nutrient sampling per 2017 SWAMP protocol.
Bioassessment	SWAMP Guidelines, QAPP	Once yearly in spring or as soon as it is safe to enter the water (tentatively scheduled in summer). Concurrent PHAB/Flow assessment.

Laboratory Analysis

Consultant shall subcontract with Basic Laboratory, Inc. (A Pace Analytical Laboratory) of Chico, California and CalTest Analytical Laboratory of Napa, California to provide analytical services for surface water samples. The laboratories are each certified by the California Environmental Laboratory Accreditation Program (ELAP).

Consultant shall collect three surface water samples (two primary and one replicate) and shall submit the samples to the subcontract laboratories. Samples shall be analyzed in accordance with Table 3 Summary of Monitoring Design of the QAPP. Samples shall be collected in laboratory supplied containers listed in Table 7 of the QAPP or as specified by the analytical laboratory in accordance with the method procedures. Consultant personnel shall have received training on sample collection, field measurement procedures and documentation. Consultant is familiar with the SWAMP Standard Operating Procedures referenced in the QAPP.

Task 2A. Support for CSUC ABL

Consultant shall continue to coordinate with the CSUC ABL to schedule the field work for the collection of algal biomass samples, estimating percent cover and performance of the bioassessment and the physical habitat assessment (PHab). Bioassessment is tentatively scheduled in the summer of 2022 (refer to Section 2) but may be performed earlier depending on flow conditions. The MS4 permit requires bioassessment to be performed in the spring or as soon as it is safe to enter the water. PHab shall be performed during each of the monitoring events.

Task 3. Reporting

Following each monitoring event, Consultant shall prepare a technical memorandum summarizing the fall, spring, and summer monitoring activities, field measurements and laboratory results. The technical memorandum shall describe the monitoring and sampling procedures, provide tabulated summaries of the laboratory data, copies of field data sheets, laboratory reports, photographs, sampling coordinates and City contractor reports (as available), describe deviations from the QAPP, and shall provide other information deemed appropriate by Consultant’s geologists and stormwater professionals. The technical memoranda shall be provided electronically four weeks following receipt of the analytical results.

An annual report shall be prepared following the fall monitoring event and shall include data from the prior monitoring events, an annual summary of the water quality results with comparisons to prior year data, a summary of the 2019, 2020 and 2021 CSUC ABL results, and an evaluation of whether conditions within BCC are improving, declining or static. The annual report shall be submitted by January 25, 2023.

Laboratory and field data from each monitoring event shall provided to the City in a format that is compatible with the California Environmental Data Exchange Network (CEDEN). Consultant shall upload the data to CEDEN and provide confirmation of receipt from the State Water Resources Control Board.

Monthly status reports shall be submitted to the City via email. The status reports shall provide information regarding scheduling and coordination activities, copies of recently collected data and observations, budget updates, and other information deemed appropriate at the time.

Completion Schedule

The Consultant shall complete all services outlined herein in compliance with the City’s overall project end date of January 31, 2023. The following deliverable schedule shall be adhered to:

<i>Submittal</i>	<i>Due Date</i>
Monitoring Results – Spring	July 25, 2022
Summary of Spring Sampling	July 25, 2022
Photos of Monitoring Sites	July 25, 2022
Monitoring Results - Summer	November 11, 2022
Summary of Summer Sampling	November 11, 2022
Monitoring Results - Fall	December 22, 2022
Summary of Fall Sampling	December 22, 2022
Data Uploaded to CEDEN	October 28, 2022
Annual Monitoring Report	January 25, 2023

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EXHIBIT C

COMPENSATION

Compensation for the services shall be in accordance with the following schedule of hourly rates attached on page C-2. Total maximum compensation for the services outlined herein shall not exceed **\$82,522.72**.

Compensation shall be based upon actual invoices received.

Personnel	Rate/Hour	Task 1		Task 2		Task 2A (Optional)		Task 3		Totals
		Project Management		Monitoring		Taxonomic Identification		Reporting		
		# of Hrs.	Cost	# of Hrs.	Cost	# of Hrs.	Cost	# of Hrs.	Cost	
PCI/Associate Eng/Geo	\$185.00	2.0	\$370.00	0	0.00	0	0.00	6.0	\$1,110.00	\$1,480.00
Senior Eng/Geo	\$175.00	24.0	4,200.00	8.0	\$1,400.00	4.0	\$700.00	16.0	2,800.00	9,100.00
Project Eng/Geo-II	\$170.00	8.0	1,360.00	20.0	3,400.00	0	0.00	40.0	6,800.00	11,560.00
Staff Eng/Geo-II	\$148.00	0	0.00	20.0	2,960.00	8.0	1,184.00	30.0	4,440.00	8,584.00
Assistant Eng/Geo	\$120.00	0	0.00	0	0.00	0	0.00	0	0.00	0.00
Eng Tech III	\$110.00	0	0.00	280.0	30,800.00	0	0.00	0	0.00	30,800.00
Tech Editor	\$90.00	0	0.00	1.0	90.00	0	0.00	8.0	720.00	810.00
Auto CAD	\$105.00	0	0.00	0	0.00	0	0.00	6.0	630.00	630.00
Proj Assistant	\$85.00	1.0	85.00	8.0	680.00	1.0	85.00	0	0.00	840.00
Totals		35.0	\$6,015.00	337.0	\$39,330.00	13.0	\$1,969.00	106.0	\$16,500.00	\$63,814.00

Reimbursables	Mark UP	Unit	Rate	No.	Totals
Mileage	1.00	Mile	0.65	960	\$624.00
Scoops	1.00	Each	12.00	6.0	72.00
Field Supplies	1.00	Day	20.00	30.0	600.00
Report Prep & Postage	1.00	Each	5.00	0.0	0.00
Multiparameter Water Quality Meter	1.00	Week	130.00	6.0	780.00
Turbidity Meter	1.00	Week	55.00	6.0	330.00
40-micron water filters	1.00	Each	15.00	3.0	45.00
Pressure bailer	1.00	Each	12.00	3.0	36.00
HACH (OH) MF Pro Flo Meter w/4' Wading Rod	1.20	Event	632.00	3.0	2,275.20
Shipping Equipment	1.20	Each	180.00	3.0	648.00
Lab Sample Shipping	1.20	Each	100	7.0	840.00
Reimburseables Subtotal					\$6,250.00
Outside Subcontractors					
Lab Testing -CalTest & Basic Labs	1.20	Is	10,382.10	1.0	\$12,458.52
Outside Subcontractor Subtotal					12,458.52
Grand Total					\$82,522.72

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EXHIBIT D

INSURANCE PROVISIONS

General Liability Insurance

Consultant/Contractor shall obtain commercial general liability insurance (occurrence policy form) from one or more U.S. domiciled insurance companies licensed to do business in the State of California with an A.M. Best Company rating of "B" or better or, in the alternative, an unlicensed U.S. domiciled company or companies with an "A" rating, which provides coverage for bodily injury, personal injury and property damage liability in the amount of at least \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, with a maximum policy deductible of \$5,000, or as approved by the City's Human Resources and Risk Management Office.

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specific minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured, whichever is greater.

The insurance coverage required herein shall be evidenced by a certificate of insurance with policy endorsements and shall be executed by an authorized official of the insurer(s). In addition to the limits of coverage described above, the certificate of insurance shall provide that the insurer shall provide to City at least 30 days prior notice of cancellation or material change in coverage, or 10 days prior notice of cancellation for non-payment.

Consultant/Contractor acknowledges and agrees that City of Chico, its officers, boards and commissions, and members thereof, its employees and agents, are covered as additional insureds with respect to any liability arising out of the activities of Consultant/Contractor as the named insured. Such additional insured status shall be evidenced by a policy endorsement executed by an authorized official of the insurer(s). A blanket endorsement which provides additional insured status to any person or organization with whom Consultant/Contractor, as named insured, has

entered into a written contract, such as this Agreement, shall satisfy this requirement.

The insurance coverage required herein shall be primary and non-contributory insurance with respect to the City of Chico, its officers, officials and employees. Any insurance or self-insurance maintained by the City of Chico, its officers, officials or employees shall be in excess of the insurance afforded to the named insured by the insurance coverage required herein and shall not contribute to any loss. Such primary insurance status shall be evidenced by a policy endorsement issued by an authorized official of the insurer(s), and shall be at least as broad as CG 20 01 04 13. In the alternative, a letter issued by an authorized official of the insurer(s) and copies of the pertinent page(s) of the policy shall satisfy this requirement.

The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City of Chico (if agreed to in a written contract or agreement) before City of Chico's self-insurance shall be called upon to protect it as a named insured.

All self-insured retentions (SIR) must be disclosed to the City's Human Resources and Risk Management Office for approval and shall not reduce the limits of liability. Policies containing any (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or City of Chico. City of Chico reserves the right to obtain a full certified copy of any Insurance policy or endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Automobile Liability Insurance

Consultant/Contractor shall obtain automobile liability insurance from one or more U.S. domiciled insurance companies licensed to do business in the State of California with an A.M. Best Company rating of "B" or better which provides coverage for bodily injury, personal injury, and property damage liability in the amount of at least \$500,000 combined single limit for each occurrence. Evidence of such coverage shall be maintained by Consultant/Contractor and provided to City upon request.

Subconsultant/Subcontractor Insurance

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

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

Workers' Compensation Insurance

Consultant/Contractor shall, at Consultant/Contractor's expense, purchase and maintain in full force and effect workers' compensation insurance as required by Federal and State of California law. Consultant/Contractor shall also require all of Consultant's subconsultants/subcontractors to maintain this insurance coverage. Proof of workers' compensation insurance or other documentation acceptable to City evidencing such insurance coverage shall be provided by Consultant/Contractor or Consultant/Contractor's subconsultants/subcontractors to City upon request.

Subrogation

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

Indemnity

Consultant/Contractor/Subconsultant/Subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement for the full period of time allowed by law.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement.

Professional Liability Insurance

Consultant/Contractor shall obtain professional liability (errors and omissions) insurance, with a minimum \$1,000,000 limit, from one or more U.S. domiciled insurance companies licensed to do business in the State of California with an A.M. Best Company rating of "B" or better providing coverage for services rendered to City under this Agreement.

Said insurance coverage shall be evidenced by a certificate of insurance which shall be executed by an authorized official of the insurer(s). In addition to the limits of coverage described above, the certificate of insurance shall provide that the insurer shall provide to City at least 30 days prior notice of cancellation or material change in coverage, or 10 days prior notice of cancellation for non-payment.

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

NV5

Architect/Consultant/Engineer

BIG CHICO CREEK RECEIVING WATER
MONITORING PROGRAM - 2022

Project Title

MAJNC/11020-000-4110

Budget Account Number

EXHIBIT E

CONFLICT OF INTEREST PROVISIONS

NONE.

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

NV5

Architect/Consultant/Engineer

BIG CHICO CREEK RECEIVING WATER
MONITORING PROGRAM - 2022

Project Title

MAJNC/11020-000-4110

Budget Account Number

EXHIBIT F

SPECIAL PROVISIONS

NONE.