

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

TABLE OF CONTENTS

<u>Section/Title</u>	<u>Page No.</u>
SECTION 1 - DESCRIPTION OF PROJECT	2
SECTION 2 - SCOPE OF PROFESSIONAL SERVICES - BASIC;..... COMPLETION SCHEDULE	2
SECTION 3 - SCOPE OF PROFESSIONAL SERVICES - ADDITIONAL;..... COMPLETION SCHEDULE	2
SECTION 4 - COMPENSATION.....	3
SECTION 5 - RESPONSIBILITY OF CONSULTANT	3
SECTION 6 - RESPONSIBILITY OF CITY.....	3
SECTION 7 - INDEMNIFICATION	4
SECTION 8 - INSURANCE	5
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 Incorporated6

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; Termination7

9.14 - Notice7

SECTION 10 - SPECIAL PROVISIONS7

THIS PROFESSIONAL SERVICES AGREEMENT (Agreement) is entered into on March 28, 2023, between the City of Chico, a municipal corporation under the laws of the State of California, (City) and Gallaway Enterprises, Inc., 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 officials, 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

CA STD FORM 06/01/22

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
----------	---	----	---

To Consultant: Gallaway Enterprises, Inc.
117 Meyers Street, Suite 120
Chico, CA 95928

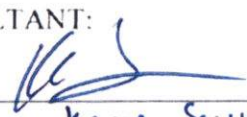
SECTION 10 - SPECIAL PROVISIONS

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 Sorensen, City Manager

CONSULTANT:

By: _____
Kevin Sevier
Vice President Title 3/10/2023

*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:

A handwritten signature in blue ink, appearing to read "Barbara Martin", written over a horizontal line.

Barbara Martin, Administrative Services Director*

*Reviewed by Finance and Information Systems

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

EXHIBIT A

DESCRIPTION OF PROJECT

Consultant shall conduct pre-construction biological surveys for rare and endangered species, provide on-going biological monitoring and reporting during construction in accordance with the conditions of the regulatory permits, and completing/implementing a variety of CEQA mitigation tasks.

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

EXHIBIT B

SCOPE OF PROFESSIONAL SERVICES - BASIC; COMPLETION SCHEDULE

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 (CNDDDB) 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.

Deliverables: *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 CNDDDB 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 (CFGF) 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.

Deliverables: *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.

Deliverables: *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.

Deliverables: 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.

Deliverables: 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.*

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.

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

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

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 **\$108,620.00**.

Compensation shall be based upon actual invoices received.

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

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 I	\$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.	Actual Cost
Sub-Contractors	Actual Cost+ 5%
Boat Rental	\$100/day
GPS Equipment, Spray Rig, ATV	\$50/day
Fish Electroshock and other sampling equipment	varies
Mileage (applies to projects located more than 100 miles from our Chico office)	0.625 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.

**Negotiated fee schedules are available for on-call contracts and multi-year projects.*

***Emergency rates apply when services are required and rendered with less than 48 hours' notice.*

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

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.

For All Required Insurance

In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled, at any time and no replacement coverage is provided, the City has the right to, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by the City shall be charged to and promptly paid by Consultant or deducted from sums due the City, at the City's option.

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

GALLAWAY ENTERPRISES, INC.
Architect/Consultant/Engineer

BRUCE ROAD WIDENING AND RECONSTRUCTION PROJECT
Project Title

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

EXHIBIT E

CONFLICT OF INTEREST PROVISIONS

None.

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

EXHIBIT F

SPECIAL PROVISIONS

None.