

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

HARRIS & ASSOCIATES
Architect/Consultant/Engineer

2024 PAVEMENT MANAGEMENT PROGRAM UPDATE
Project Title

307-000-8801/50558-307-4140
Budget Account Number

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THIS PROFESSIONAL SERVICES AGREEMENT (Agreement) is entered into on May 18, 2023, between the City of Chico, a municipal corporation under the laws of the State of California, (City) and Harris & Associates, 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

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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: Harris & Associates
1401 Willow Pass Road, Ste 500
Concord, CA 94520

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

*Authorized pursuant to Section 3.08.060
of the Chico Municipal Code

APPROVED AS TO FORM:



Vincent C. Ewing, City Attorney*

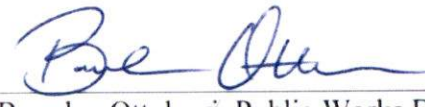
*Pursuant to The Charter of the
City of Chico, Section 906(D)

CONSULTANT:

Mark Nassar 

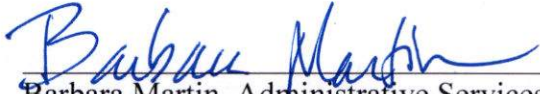
By: Mark Nassar, PE, MBA
Vice President PMCMTitle

APPROVED AS TO CONTENT:



Brendan Ottoboni, Public Works Director,
Engineering

REVIEWED AS TO CONTENT:

A handwritten signature in blue ink that reads "Barbara Martin". The signature is written in a cursive style and is positioned above a horizontal line.

Barbara Martin, Administrative Services Director*

*Reviewed by Finance and Information Systems

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Architect/Consultant/Engineer

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EXHIBIT A

DESCRIPTION OF PROJECT

The City will direct the Consultant to inspect all City roads and update the Pavement Management database. This work also includes coordination meetings between the City and the Consultant along with *StreetSaver*® program training to Staff.

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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 ADMINISTRATION

Task 1.1 – Kick-Off Meeting

Consultant shall hold a kick-off meeting with the City to establish project guidelines and standards for services, deliverables, and administration. Consultant shall work with the City representatives to confirm the scope of work and review past maintenance records for accuracy. The team shall also discuss pavement maintenance procedures, schedule, budget, and project documents; review project goals and the quality control plan; and clarify the responsibilities of all parties. The purpose of this meeting is to ensure that all parties have a clear understanding of the project scope and the City's specific needs before work commences.

Deliverables:

- *Meeting notes (via email) with lists of responsibilities as detailed during meeting*
- *QA/QC plan*

Task 1.2 – Meetings

Consultant shall conduct two additional meeting web meetings with the City. Examples of meetings include post-survey meetings and a draft report meeting. Any additional interim online meetings during the project will be held upon Agency's request to keep the project on track.

Deliverables:

- *PCI condition listing reports and PCI map (after post-survey meeting)*
- *Draft & Final reports (after respective report meetings)*

Task 1.3 – Project Updates

Consultant Project Manager shall communicate with the City's Project Manager to ensure

smooth project progress. This shall include submitting regular project updates via email, monitoring budgets, invoices, resources, and tracking schedule/milestones, thus keeping the city informed and up-to-date with project progress.

Deliverables:

- *Project progress schedule with milestone activities (via email)*

TASK 2 – PAVEMENT MANAGEMENT PROGRAM (PMP) AUDIT AND UPDATE

Task 2.1 – StreetSaver® Database Review & Audit

Consultant shall conduct a comprehensive review and audit of the City's *StreetSaver*® program, updating and refining the inventory as necessary. This shall include splitting, combining, or adding new sections, as well as checking and verifying the street attributes such as the begin and end locations, functional class, measurements, and surface type. The field surveys shall be thoroughly prepared using the results of the database review and will aid in generating inspection sheets for the field survey crew. The goal of this process is to ensure the accuracy and completeness of the City's roadway network information.

Deliverables:

- *List of streets and roadways broken into management sections*

Task 2.2 – Add New Streets

Consultant shall conduct a comprehensive research and review of the City's Street records, databases, maps, and plans to obtain as much pertinent information as possible on streets that were recently built, annexed by the City, or not included in the previous updates. The new streets shall be added to the existing *StreetSaver*® database (upon the City's review) and shall also be verified in the field. This task, along with Task 2.1, shall help to ensure the City has the most up-to-date database available.

Deliverables:

- *List of new streets to be added to the PMP*

Task 2.3 – GIS Updates

Consultant shall review the City's *StreetSaver*® GIS toolbox for any unlinked and missing street sections and shall digitize them accordingly. As part of this update, the new streets (neighborhood) shall also be added to the GIS toolbox. This updated toolbox shall assist in generating the PCI and work plan maps.

Deliverables:

- *Updated GIS toolbox (as a PCI map indicating all updates post-Task 3)*

Task 2.4 – Enter Maintenance & Rehabilitation Data

The historical treatment (overlays, reconstructions, and surface seals) data is extremely useful for determining future treatments and predicting the performance of various pavement sections. Therefore, collecting and entering this information is highly recommended. Consultant shall input the slurry and rehab projects, as well as other treatments received since the last PMP update performed in 2019, in the City's *StreetSaver*® program. Data on these segments must be provided by the City in the form of treatment maps or pavement segment lists detailing the

treatment type, date, and limits. This task shall provide the City with updated maintenance data in the *StreetSaver*® program for future use.

Deliverables:

- *Applied maintenance treatment report*

TASK 3 – PAVEMENT CONDITION SURVEYS & FIELD QA/QC

Task 3.1 – Pavement Distress Surveys

Consultant shall perform manual pavement distress surveys on approximately 282 centerline miles of Chico’s roadways and new additions, following the latest MTC Pavement Distress Manuals (AC 4th Editions, PCC 3rd Edition, June 2016). Consultant’s surveyors are certified by MTC and are competent in conducting accurate inspections using the PMP distress survey method.

Before conducting pavement surveys, Consultant’s Project Manager shall create a street survey list using the City’s *StreetSaver*® database, specifying the parameters to be surveyed. This shall enable the pavement inspectors to easily and quickly verify street information, including name, limits, segment ID, length, width, surface type, functional classification, lanes, surface condition, distress, and pavement condition index (PCI) during the survey process.

Consultant’s inspectors shall assess flexible pavements for 8 distresses, including but not limited to alligator cracking, block cracking, distortions, longitudinal and transverse cracking, patching, rutting, weathering, and raveling. Rigid pavements shall be inspected for 7 distresses, such as corner break, divided slab, faulting, linear cracking, patching, scaling, and spalling.

The inspectors shall record distress, severity, and quantity data for a 10% representative sample of each management segment, after reviewing 100% of the segment to determine the most representative sample. The inspectors shall also make notes on sections as necessary and submit these to the City upon completing the surveys, ensuring the most current pavement condition data and accurate budget projections.

Task 3.2 – Quality Control Checks (QC Field Inspection)

Quality control checks are critical on a project such as this when a large amount of data needs to be collected and processed. Consultant includes a superior QC module in all projects. A copy of consultant’s PMS QA/QC procedures shall be provided at the kickoff meeting. As part of the process, Consultant’s Project Manager shall:

- Review field procedures and make changes as needed, after discussion with the City.
- Make sure the field crew has all the equipment required for inspections.
- Carry out a series of tests on the inspection data to further check accuracy, quality, missing inspections, modifications, splits, and additions.
- Oversee (as part of field QC) 5% of re-inspections of the total inspection mileage. This shall be performed by someone other than the main inspector and shall be in addition to 100% of the field distress surveys.

This step assures that pavement inspections are accurate, and that methodology is consistent between inspection crews.

TASK 4 – DATA ENTRY & PCI CALCULATION

Task 4.1 – Field Inspection Data Entry

Consultant shall enter all data collected into the MTC *StreetSaver*® pavement management database. This task shall be done in conjunction with Task 3.1. All field data collected shall be uploaded into the *StreetSaver*® program regularly.

Task 4.2 – PCI Calculation & QC Checks (QC PMP Database)

PCI's shall be calculated for each street segment and for the entire network based on field inspections and the recent maintenance update.

Upon completion of the data entry, a condition report shall be generated showing each street section and its current PCI.

Consultant's Project Manager shall also compare the latest PCI data to recent maintenance data and previous updated PCI data, if available. As-needed additional field checks shall be performed on the segments with a considerable PCI shift (-ve or +ve). Based on the follow-up field review, Consultant's Project Manager shall notify the City of any abnormalities and, if needed, shall request for additional maintenance data to be updated in the *StreetSaver*® database. These additional field checks shall be documented in a QC log where the actions taken to correct or justify the considerable PCI shift shall be explained. Consultant's Project Manager shall send a QA/QC report summarizing the QA/QC methodology, results, corrections made, and any field notes or pictures taken in the field to the City. A post survey meeting shall be held with the City to go over the survey results and quality management reports. This task shall ensure accurate PCI data for the City's use.

Deliverables:

- *PCI report*
- *Color-coded PCI map*
- *Quality Management Report (QMR)*

TASK 5 – BUDGET ANALYSIS

Task 5.1 – Update Maintenance & Rehabilitation Strategies (*StreetSaver*® Decision Tree Updates)

Pavement Management Program use a "treatment decision tree" to define the City treatment strategy for each pavement section based on its functional class, surface type, and condition rating. Any update to this decision tree is significant to the PMP implementation as it has a major impact on the recommended work plan and budget consequences.

Consultant shall review the City's recent bid-tabs to update unit costs for treatments entered in the treatment decision tree. The City will be asked to identify the components of treatment costs they would like to include in their unit costs (i.e., staff time, design, inspection, etc.) Consultant's Project Manager shall discuss with the City any decision tree options and treatment costs for future analyses, considering current industry repair and rehabilitation options that are anticipated within the area. The price shall then be used to estimate project costs over the next five (5) years.

Once City staff approves the final strategy, Consultant shall update the PMP database to reflect

any changes. The developed decision tree shall be included in the final report.

Deliverables:

- *Treatment decision tree*

Task 5.2 – Define & Modify Future Cost Assumptions

Consultant shall discuss with the City, and define, interest rate and inflation assumptions used to project future costs.

Task 5.3 – Define Budget Assumptions

Consultant shall request information on expected future budgets. This shall provide the City with a budget projection that accurately reflects City funding practices.

Task 5.4 – Calculate Budget Needs

Consultant shall generate a budget needs analysis (unconstrained budget) that calculates the financial and work program effort needed to bring the City pavement network to an optimum preventive maintenance cycle. This cost-benefit analysis shall project condition ratings based on updated ratings for all segments and identify the best treatment type for each segment including preventative and rehabilitation strategies. This report shall demonstrate the level of funding the City will need to practice the most cost-effective means of managing its pavements.

Deliverables:

- *Budget needs report*

Task 5.5 – Calculate Budget Needs

Harris shall calculate funding scenarios to evaluate the impact of current and desired funding levels of overall pavement condition and deferred maintenance costs over time. Charts comparing the impact of each funding strategy shall be provided. Up to 5 funding scenarios shall be calculated and reports generated.

The primary emphasis of this task is to maximize the programming of street maintenance projects using the most cost-effective maintenance strategies available and considering a life-cycle cost analysis of each strategy recommended. The program recommendations shall be provided to the City to be used to put pavement projects out to bid for the next four-five years. The following scenarios shall be generated for the following funding levels:

- No funds
- Budget needs assessment (unconstrained funding level)
- Maintain current PCI
- Improve network PCI by 5 pts
- Expected Annual Budget

The report shall show the impact of various funding levels on the City PCI and maintenance backlog.

Deliverables:

- *Budget scenario reports*
- *PCI chart*

- *Deferred maintenance chart*

TASK 6 – REPORTS & POWERPOINT PRESENTATION

Task 6.1 – Draft Report

Consultant shall provide the following sections in the PMS report for the City, incorporating all data generated from this project:

- Executive Summary – project methodology, results of budget analysis, and findings.
- Introduction – the need for a PMS.
- Methodology – field survey procedure & maintenance strategies.
- PCI Report – current PCI from inspection data for each pavement section.
- Budget Reports – impact of various budget scenarios on PCI & deferred maintenance, charts, and annual work programs.
- Backup Data
 - Description Report – all pavement section data.
 - Inspection Inventory – pavement distresses, severity, and quantity for each pavement section inspected.
 - Maintenance treatment decision trees and inventory of applied historical treatments.

Deliverables:

- *Draft report for review by City staff*

Task 6.2 - Final Report

After the City's review of the draft report, Consultant shall submit a final report to the City incorporating their comments, along with a pen drive containing PMS files.

Deliverables:

- *Final report*
- *Updated StreetSaver® program, Excel files, and GIS shapefiles*
- *Pen drive with MTC PMS files*

Task 6.3 – PowerPoint Presentation

Consultant shall prepare a PowerPoint presentation after the final report is completed. The presentation shall be tailored to City management staff and shall provide a summary of the pavement network, including budgets and planning recommendations. The City shall review and provide input on the final presentation.

Deliverables:

- *PowerPoint presentation*

TASK 7 – TRAINING (FIELD DISTRESS SURVEY TRAINING AND *StreetSaver®* PROGRAM TRAINING)

Task 7.1 – Field Distress Survey Training

Consultant encourages the City staff to accompany our field crew for hands-on inspection training and learn the inspection procedures

- Accompany Consultant staff out in the field

- 3 sections with various PCI conditions shall be reviewed
- Review of the 8 distresses collected in the field
- Demonstration of how the Consultant's team performs pavement distress surveys
- Answer any questions the City has about the survey process. By the end of the field training, the City staff will be familiar with performing inspections and the methodology.

Task 7.2 - StreetSaver® Program Training

Consultant shall provide a training on the *StreetSaver*® program to City staff. This training shall aim at providing users general concept on PMS and *StreetSaver*® software. Each module of the program shall be covered. At minimum, following topics shall be covered;

- System requirements for accessing Data Entry and Editing
- PCI Calculations
- Budget Scenarios & Project selection
- PMS Reports & Graphs

Training on the GIS module shall be covered.

- General toolbar navigation
- Standard Features
- Creating project
- Printing map
- Exporting shapefiles online.

Services to be Provided by City

Consultant shall strive to minimize the impact of staff's time in the conduct of the Consultant's work. Generally, City staff will assist with:

1. Attend kick-off meeting and brief the Consultant team on the existing system.
2. PMP login details – Provide access to the City's *StreetSaver*® online program by adding the Consultant as a user.
3. Street maps – Provide City street maps showing street names.
4. Unit costs and treatment types:
 - a. Provide access to historical budgets, work reports and bid sheets related to pavement maintenance within the City or
 - b. If the current treatment unit costs are known, please edit/update the worksheet provided by the Consultant.
5. M&R history – Provide records showing the maintenance history (reconstructions, overlays, surface seals, etc.) since the last PMP update. Information to be included:
 - a. Street name of street ID-Sec ID
 - b. Treatment type
 - c. Treatment date
6. Interest, inflation, and # of years in analysis period
7. Provide desired budget scenarios.
8. Timely review of Consultant's draft submittals and RFI's

Completion Schedule

The Consultant shall complete all services outlined herein within 5 months of receipt of the City's Notice to Proceed.

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EXHIBIT C

COMPENSATION

Compensation for the services shall be in accordance with the following schedule of hourly rates. Total maximum compensation for the services outlined herein shall not exceed **\$80,372.00**.

Compensation shall be based upon actual invoices received and shall be paid according to the following schedule:

Cost Proposal PMP Update Hourly Breakdown by Personnel

Task	Description	Project Director \$351	Project Manager/ Engineer \$260	Asst. PM/Sr. Tech \$130	Field/Office Technician \$125	Total	Total \$/Task
1.0	Project Administration	2	10	10	8	30	\$5,602
2.0	PMP Audit and Update	0	4	16	8	28	\$4,120
3.0	Pavement Condition Surveys/Field QA-QC	0	8	12	370	390	\$49,890
4.0	Data Entry & PCI Calculation	0	2	8	36	46	\$6,060
5.0	Budget Analysis Inputs	0	10	24	8	42	\$6,720
6.0	Reports (Draft & Final)	0	8	20	8	36	\$5,680
7.0	Training (Field Distress Survey & StreetSaver Program	0	3	4	8	15	\$2,300
Total Hours		2	45	94	446	587	
Billable		\$702.00	\$11,700.00	\$12,220.00	\$55,750.00		
						Total	\$80,372

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

HARRIS & ASSOCIATES
Architect/Consultant/Engineer

2024 PAVEMENT MANAGEMENT PROGRAM UPDATE

Project Title

307-000-8801/50558-307-4140

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

HARRIS & ASSOCIATES
Architect/Consultant/Engineer

2024 PAVEMENT MANAGEMENT PROGRAM UPDATE
Project Title

307-000-8801/50558-307-4140
Budget Account Number

EXHIBIT E

CONFLICT OF INTEREST PROVISIONS

None.

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

HARRIS & ASSOCIATES
Architect/Consultant/Engineer

2024 PAVEMENT MANAGEMENT PROGRAM UPDATE
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EXHIBIT F

SPECIAL PROVISIONS

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.

Any modifications made by the City or any agents of the City, to any of the Consultant's documents or any partial use or reuse of the documents without the express written consent of the Consultant will be at the City's sole risk and without liability to the Consultant.



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

PURCHASE ORDER / PAYMENT AUTHORIZATION / CLAIM

No. 142503

1. Date May 11, 2023	2. Date Check Required	5. Quote/Bid Reference (Complete if applicable) <input checked="" type="checkbox"/> Per Agreement/Amendment Dated 5/18/23 <input type="checkbox"/> Bid Quote Summary Attached <input type="checkbox"/> Sole Source/Vendor Approval Attached <input type="checkbox"/> Rotational Vendor	4. Preparing Dept/Off BO/LG/vm
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5. <input checked="" type="checkbox"/> Annual Master <input checked="" type="checkbox"/> Encumber <input type="checkbox"/> Payment Authorization <input type="checkbox"/> Confirming	6. Budgeted (Attach Budget to Actual Report) <input checked="" type="checkbox"/> Budgeted <input type="checkbox"/> Supplemental Appropriation No. _____ <input type="checkbox"/> Approved Request for Over-Expenditure Attached	7. For Contractor's Retention Only: <input type="checkbox"/> Held by City <input type="checkbox"/> Paid to Escrow Agent <input type="checkbox"/> Paid to Contractor
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8. DELIVER TO (Point of Delivery Destination) City of Chico - Public Works - Engineering PO Box 3420 Chico, CA 95927 REQUIRED DELIVERY DATE: _____	10. FUND(S) AND ACCOUNT(S) CHARGED: 307-000-8801/50558-307-4140
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9. VENDOR/CLAIMANT (Name and Address) Harris & Associates 1401 Willow Pass Road, Ste 500 Concord, CA 94520	PEID NO. _____
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11. ORDER / CLAIM (Subject to conditions in Section 13.)

QUANTITY ORDERED	UNIT	INV.	DESCRIPTION	PRICE PER UNIT	TOTAL PRICE
			<p>2024 PAVEMENT MANAGEMENT PROGRAM UPDATE: The Consultant shall be compensated for services rendered per cited Agreement, and such compensation shall not exceed without prior written authorization of City upon receipt of 30 days advance notice by Consultant.</p> <p>ENGAGEMENT OF SERVICES AUTHORIZED PURSUANT TO SECTION 3.08.060.B.3 OF THE CHICO MUNICIPAL CODE</p> <p align="center">PSA (_____) Description (14 Characters)</p>		\$80,372.00
				Subtotal	\$ 80,372.00
				<input type="checkbox"/> Sales Tax <input type="checkbox"/> Use Tax	
				TOTAL ⇨	\$ 80,372.00

ATTENTION VENDOR: Mail your invoice with this Purchase Order Number noted thereon to FINANCE OFFICE, P.O. Box 3420, Chico, CA 95927-3420. Unless otherwise stated, ALL PRICES ARE FOB POINT OF DELIVERY, AS SPECIFIED IN SECTION 8, ABOVE. NO EXCEPTIONS.

12. Approvals

A. Claimant (Authorized Signature) 	B. Dept. Head (Authorized Signature) 	C. City Manager (Authorized Signature)
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13. CERTIFICATION (Does not apply to Claim)

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

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