

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

ICF JONES & STOKES, INC.
Architect/Consultant/Engineer

P-18 SEWER TRUNKLINE
Project Title

008-000-8800/50424-008-4120
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;	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	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 Incorporated	6
9.7 - Independent Contractor	6
9.8 - Integration; Amendment.....	6
9.9 - Jurisdiction	6
9.10 - Notice to Proceed; Progress; Completion	6
9.11 - Ownership of Documents	6
9.12 - Subcontracts	6
9.13 - Term; Termination	7
9.14 - Notice	7
SECTION 10 - SPECIAL PROVISIONS	7

THIS PROFESSIONAL SERVICES AGREEMENT (Agreement) is entered into on August 15, 2023, between the City of Chico, a municipal corporation under the laws of the State of California, (City) and ICF Jones & Stokes, Inc., a Virginia 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, attribute to the gross negligence 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, 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 liability for damages arising out of this contract shall not exceed the amount which has been paid to Consultant for its performance under the applicable work order. Neither party shall be responsible for indirect losses or consequential damages.

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

CA STD FORM 06/01/22

R:\FORMS\CAFORMS\ADMIN STD\PSA\PSA.doc

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 not to be unreasonably withheld.

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

CA STD FORM 06/01/22

R:\FORMS\CAFORMS\ADMIN STD\PSA\PSA.doc

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: ICF Jones & Stokes, Inc.
980 9th Street, Suite 1200
Sacramento, CA 95814

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 Sorenson, City Manager

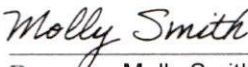
*Authorized pursuant to Section 3.08.060
of the Chico Municipal Code

APPROVED AS TO FORM:



Vincent C. Ewing, City Attorney*

CONSULTANT:




Molly Smith

By: Molly Smith

Contracts Manager Title

August 3, 2023

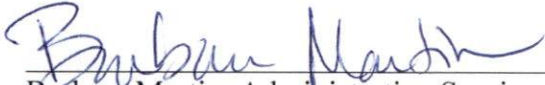
APPROVED AS TO CONTENT:



Brendan Ottoboni, 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 that reads "Barbara Martin". The signature is written in a cursive style with a horizontal line underneath it.

Barbara Martin, Administrative Services Director*

*Reviewed by Finance and Information Systems

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

ICF JONES & STOKES, INC.
Architect/Consultant/Engineer

P-18 SEWER TRUNKLINE
Project Title

008-000-8800/50424-008-4120
Budget Account Number

EXHIBIT A

DESCRIPTION OF PROJECT

The Consultant shall perform the following Services: prepare environmental documentation for the P-18 Trunkline Project, including a CEQA Initial Study with Mitigated Negative Declaration (IS/MND), and a NEPA Environmental Assessment following the U.S. Department of Housing and Urban Development guidelines found here [Environmental Assessment - HUD Exchange](#).

The Sanitary Sewer Master Plan Update (SSMPU) updated the previous 2003 iteration in 2013. The purpose of the SSMPU was to identify capacity deficiencies in the sanitary sewer system, develop feasible alternatives to correct those deficiencies, and plan the infrastructure that will serve future development projected by the Chico 2030 General Plan. Project 18 (P-18) is a build out project identified in the SSMPU. This project also includes the P-17B (also identified in the SSMPU). P-17A was constructed in 2019.

The purpose of the Project is to serve the City's sanitary sewer future needs; in particular the project will provide sanitary sewer service to the Honey Run/Doe Mill special planning area, South Entler special plan area, and other future land uses in the project area.

The Project is needed to meet the goals described in the Chico 2030 General Plan: Goal PPFS-4: Maintain a sanitary sewer system that meets the City's existing and future needs, complies with all applicable regulations, and protects the underlying aquifer; and Goal PPFS-4.1: Improve and expand the sanitary sewer system as necessary to accommodate the needs of existing and future development.

The Project will install a sewer trunkline mainly in the unincorporated region outside the south section of city limits. The trunkline would service the majority of the Honey Run/Doe Mill special planning area, South Entler special planning area, and commercial and industrial uses in the area.

The proposed trunkline pipe diameter will range from 1.25-2.25 feet, the trench width will be 5 feet wide, and easements will be 10 feet wide. The trunkline will extend approximately 3.7 miles easterly starting from the existing P-17A sewer trunkline located near the intersection of Hegan Lane and the Comanche Creek Greenway bike path. From the connection point, the trunkline will cross Hegan Lane and travel along Midway to Entler Avenue. The trunkline will

continue along Entler Avenue going east, then continue along Entler Avenue going south for approximately 530 linear feet before crossing underneath SR 99 and extending along the Abandoned Union Pacific Railroad right of way for approximately 630 linear feet. The trunkline then shifts north along a City easement (yet to be confirmed as of May 2022), continues through Cramer Lane and heads east at Morrow Lane. At the terminus of Morrow Lane, the Project will continue along the southside of Skyway just past the Potter Road intersection, bore under the road, and terminate with a manhole on the north side of Skyway.

The anticipated location of the trunkline within the various roadway sections is described below. The construction work area width will be 40 feet wide, except where 50 feet is needed, as noted.

- Hegan Lane to Midway, trenched under existing pavement.
- Midway between Hegan Lane and Entler Ave, trenched under the existing bike path east of roadway.
- Entler Ave between Midway and SR 99, trenched within the north side of pavement (westbound lane). Equipment will work from paved eastbound lane.
- Entler Ave parallel to SR 99, trenched in centerline of paved roadway.
- Railroad alignment, trenched in centerline of railroad grade. 50-foot-wide disturbance area and vegetation removal.
- Unpaved alignment between railroad grade and paved Cramer Lane, trenched in approximate centerline. 50-foot-wide disturbance area and vegetation removal.
- Paved Cramer Lane between unpaved area to south and Morrow Lane, trenched in centerline of pavement. Pavement narrower than 40 feet. Construction impacts may occur off pavement, including potential tree removal.
- Morrow Lane between Cramer Lane and Diversion Channel, trenched in south side pavement (eastbound lane). Equipment will work from paved westbound lane.
- Skyway west of Potter Road, trenched *off*-pavement to south at toe of roadway fill slope. Equipment staged and used from paved eastbound lane.
- Interim line: Morrow Lane at Cramer Lane, west to just past Zanella Way, with the possibility of a new pump station at the intersection of Morrow and Cramer Lanes.

Underground boring will occur at 4 locations to avoid impacts to surface features; 1) SR 99, 2) Comanche Creek, 3) Butte Creek Diversion Channel (~300 foot long bore on south side of bridges), and 4) Skyway just past Potter Road.

Consultant shall perform all work necessary to complete the tasks included in this Agreement in accordance with the latest CEQA template provided by the City of Chico or the latest CEQA Guidelines, as directed by the City, and NEPA following the U.S. Department of Housing and Urban Development guidelines. Consultant shall obtain approval from the City Project Manager prior to contacting any agency, group, or individual outside of City of Chico in relation to this Agreement or work completed under this Agreement. *Consultant shall not distribute any documents or otherwise disseminate any information pertaining to this Agreement or work completed under this Agreement, to any agency, group, or individual outside of the City of Chico Public Works Department, unless or until directed to do so by the City Project Manager.*

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

ICF JONES & STOKES, INC.
Architect/Consultant/Engineer

P-18 SEWER TRUNKLINE
Project Title

008-000-8800/50424-008-4120
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: CONTRACT MANAGEMENT

Consultant shall conduct administrative functions related to execution, control, and closeout, ensuring project objectives and contract requirements are met. This includes coordination with the City, preparation, and submittal of monthly invoices.

Consultant's Project manager and up to one supporting staff shall attend bi-monthly virtual Project Development Team (PDT) meetings, as well as monthly meetings through completion of the CEQA and NEPA tasks (estimated 16 meetings), as well as monthly meeting through completion permitting related tasks (an estimated 4 meetings). Consultant's Project Manager and Project Coordinator shall provide technical oversight for implementation of the scope of work and shall perform administrative functions necessary for the tasks assigned.

Deliverables:

- *Telephone and email status updates/check-in calls, as needed per the assumed number of meetings.*

TASK 2: ENVIRONMENTAL PROJECT DESCRIPTION

Consultant shall utilize the final project details provided by the City to create a final project description that shall be the basis for the analysis in the CEQA and NEPA environmental documents (Tasks 5 and 8, below) and permit applications (Task 11, below).

Deliverables:

- *Final Project description with graphics for use in environmental documents (Word, PDF)*

Assumptions:

- *City shall provide final map area, CAD and/or kmz of proposed sewer trunkline.*
- *The Project disturbance limits shall not change once established by the City and provided to Consultant for use in the impact analysis.*

TASK 3: CULTURAL RESOURCES

Consultant shall revise the existing draft technical report prepared by the Consultant to reflect the current Project limits. The report shall identify the archaeological and built environment resources and be compliant to both CEQA and Section 106 standards of HUD and the USACE. The report shall document the results of the background research, archaeological, prehistoric, ethnographic, and historical background, archaeological sensitivity, field surveys, and evaluations of eligibility of the up to two built environment resources (if necessary). The report shall meet standards for reporting as outlined in the guidelines provided by the State Historic Preservation Officer (SHPO). The report shall be sufficient as a Phase I identification effort, meaning that depending on the nature and extent of cultural resources identified, additional study or investigation may be necessary to address environmental review.

Consultant shall prepare a Draft Section 106 Consultation Letter that shall accompany the report requesting the SHPO's concurrence on the report findings. Following review and signature by the City, City shall submit the report and cover letter to the SHPO.

Upon final approval, Consultant shall send the report and all applicable GIS data to the NEIC as part of the Consultant's access agreement with the CHRIS system.

Deliverables:

- *Draft and Final Cultural Resources Report (PDF and one printed copy of final).*
- *Draft Section 106 Consultation Letter (Word)*

Assumptions:

- *The Project shall have no adverse effect on historic resources or unique archaeological resources. No supplemental documentation or subsurface investigations shall be necessary.*
- *No Finding of Effect report or agreement documents shall be required to meet Section 106.*
- *SHPO shall concur with the cultural resource identification report findings.*
- *The USACE shall accept the APE and Cultural Resources Report prepared for the overall Project, the outcome of the tribal consultations, and SHPO Concurrence as Section 106 compliance for their permitting action(s).*

TASK 4: BIOLOGICAL RESOURCES

To support the assessment of Project impacts under CEQA and NEPA, Consultant shall submit a

Biological Resources Memo, to be included as an attachment to the IS/MND and EA (Tasks 5 and 8, below) that addresses the following:

- Documents existing information and field survey results for baseline conditions within the study area (defined as the 50-foot-wide construction corridor and an additional 250 feet on both sides for a total of 550 feet).
- Maps and descriptive information on landcover/habitats.
- Determination whether suitable habitat occurs in the study area for special-status species (e.g., federally listed valley elderberry longhorn beetle [VELB] and vernal pool fairy shrimp). Includes a map all elderberry shrubs in the study area per the USFWS 2017 Framework for Assessing Impacts to the Valley Elderberry Longhorn Beetle.
- Documents special-status species that may be identifiable at the time of the survey (e.g., rare plants that are identifiable in late summer).
- Map and characterization of potential waters of the United States/waters of the State based on observable characteristics (vegetation and hydrology).
- Map and characterization of sensitive natural communities (e.g., riparian communities along creek crossings).
- Determination whether there are any trees present that may be subject to the City's Tree Preservation Regulations (Chico Municipal Code 16.66 and 19.68.060), which provides City discretion over any proposed tree removal and specifies appropriate replacement requirements for any trees that are approved for removal (only trees within City rights of way are planned for removal).
- Results of the two-day late-blooming-season botanical survey.

Consultant shall prepare a draft and final Aquatic Resources Delineation Report (ADR), consistent with the Sacramento U.S. Army Corps of Engineer (USACE) standards applicable at the time of the survey. The ARD shall also be included as an attachment to the IS/MND and EA.

Deliverables:

- *Draft and Final Biological Resources Memo [MS Word and PDF]*
- *Draft and Final ARD Report [MS Word and PDF]*

Assumptions:

- *No protocol-level species surveys, or arborist survey shall be necessary to support the CEQA/NEPA analysis.*
- *City design shall avoid or minimize direct and indirect effects on federally listed species and an associated triggers under the federal Endangered Species Act. Consultant shall assist the City with avoidance options.*
- *No map revisions shall be necessary after the delineation is submitted to the USACE.*

TASK 5: CEQA INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

Consultant shall complete an Initial Study checklist following the City's provided checklist example. For the impact analysis, the Consultant shall rely on the written project description developed in Task 2 and the impact limits of the Project provided by the City, which shall include the permanent and temporary limits of all proposed ground disturbance and the limits of

ancillary Project features such as staging areas, utility relocations, and access/haul road, if known.

The approach to the impact analysis assumed that the Project would have no impact or only less than significant impacts on resources related to aesthetics, recreation, agriculture/forestry, geology/soils, energy, and mineral resources, tribal cultural resources, land use/planning, population/housing, utilities/service systems, public services, water quality/hydrology, energy, geology/soils, hazards/hazardous materials, and wildfire.

For the purposes of this scope, it is also assumed that the Project's role in land use planning and the potential for its contribution to growth is adequately addressed in the City's 2030 General Plan Update and EIR and the Butte County General Plan 2030 and EIR. These two planning documents address planned development and changes in land use in the City's sphere of influence and the unincorporated areas of the county and analyze the effects of that planned growth, including contributions to cumulative impacts. The document shall incorporate by reference the discussions of land use, growth and relevant cumulative impacts contained in the General Plan EIRs to adequately address those topics.

Consultant shall describe the setting for potential Project impacts and identify mitigation for potentially significant impacts. Consultant shall use the results of the cultural and biological efforts described in Tasks 3 and 4. Consultant shall use results of other studies prepared separate from this scope and shall conduct additional research and analysis for noise, air quality, and greenhouse gas emissions as described below.

Noise: Consultant shall prepare an analysis of potential construction noise impacts for the Project. It is assumed that all noise generating construction work shall occur during daytime hours. As such on-site noise monitoring is not considered to be warranted.

Air Quality and Greenhouse Gas Emissions: Consultant shall prepare an analysis of construction emissions, which shall be quantified using the most recent version of the Sacramento Metropolitan Air Quality Management District's Road Construction Emissions Model and construction data provided by the City. The Project would not result in changes in traffic patterns in the Project area and would not generate additional vehicle trips. Therefore, the analysis shall document that Project implementation would not affect operational criteria pollutant, greenhouse gas, or mobile source air toxic emissions, relative to No Build conditions.

Cultural Resources: Consultant shall use the results in the technical study (Task 3) to describe environmental and cultural contexts for the Project region, document records search findings and communication efforts with the NAHC, and interested parties (e.g., historical societies), and describe archaeological and architectural field methods and results. Consultant shall also summarize the study area sensitivity for buried archaeological sites and any appropriate management recommendations.

Tribal Cultural Resources: Consultant shall base the section on the results of AB 52 Tribal Consultation between the City agency and any consulting Tribes. Consultant shall include ethnographic and tribal cultural contexts for the Project region and document the consultation

efforts with the Tribes for identification efforts of Tribal Cultural Resources under AB 52.

Biological Resources: Consultant shall use the data and memo prepared in task 4, above, to describe the Project setting, including the land cover types (including sensitive natural communities), special-status species and associated habitats, and waters of the United States/waters of the State that could be directly or indirectly affected by the Project. Consultant shall include maps depicting biological resources, and Project impacts and shall identify mitigation for potentially significant impacts.

Deliverables:

- *Draft and Final Notice of Intent to Adopt Mitigated Negative Declaration [MS Word and PDF]*
- *Administrative Draft Initial Study/Proposed MND [MS Word and PDF of Figures]*
- *2nd Administrative Draft Initial Study/Proposed MND [MS Word and PDF]*
- *Pre-public Draft Initial Study/Proposed MND [MS Word and PDF] for approval to circulate*
- *Up to 20 NOI+IS/MND copies direct mail via certified mail or other method that provides notice of receipt to provided addresses for responsible and trustee agencies as well as to parties who previously requested notice*

Assumptions:

- *City shall prepare and file Notice of Intent to adopt the MND with the County Clerk and pay any filing fees.*
- *City shall upload Initial Study and proposed MND to State Clearinghouse website for public review.*
- *City shall prepare and publish notice availability of NOI+IS/MND in newspaper of general circulation.*
- *All significant impacts can be reasonably mitigated to less-than-significant levels.*
- *No noise-generating construction shall occur at night.*
- *Project shall not result in permanent changes in traffic patterns in the Project area and shall not generate additional vehicle trips.*
- *Effects on Federally or State listed species that would require consultation with USFWS, NMFS or CDFW can be avoided.*
- *The City shall conduct and provide the results of AB 52 consultation efforts to the Consultant to include the Tribal Cultural Resources section of the CEQA document.*

TASK 6: CEQA RESPONSES TO PUBLIC COMMENTS

Consultant shall prepare a matrix of comments received on the IS/MND document and shall provide draft and final responses to comments related to the environmental analysis for the City's consideration and use when adopting the MND.

Deliverables:

- *Response to Comment Matrix: matrix of up to 20 individual comments from up to 8 comment letters [MS Excel file]*

- *Draft and Final responses to comments related to environmental analysis [MS Word]*

Assumptions:

- *Comments do not trigger the need for new analysis or revisions to the Initial Study.*

TASK 7: CEQA MITIGATION MONITORING PLAN

Consultant shall prepare a draft and final Mitigation Monitoring Program in tabular format for City adoption.

Deliverables:

- *Mitigation Monitoring Program: draft and final [MS Word and PDF]*

Assumptions:

- *City shall upload MND and Notice of Determination to State Clearinghouse website.*
- *City shall prepare and file the Notice of Determination with the County Clerk and shall pay any filing fees.*
- *City shall prepare City Council packet and present to City Council, if necessary.*

TASK 8: NEPA ENVIRONMENTAL ASSESSMENT

Consultant shall prepare the Environmental Assessment in accordance with 24 CFR 58.36. Consultant shall complete the HUD recommended Statutory Checklist to record determinations made regarding each listed statute, executive order, or regulation therein. Consultant shall complete the HUD recommended Environmental Assessment checklist, which shall:

- Provide a description of all potential environmental impacts, whether beneficial or adverse, and the conditions that would change because of the Project,
- Analyze and evaluate impacts to determine the significance of their effects on the human environment and whether the Project shall require further compliance under related laws and authorities.
- Examine and recommend feasible ways in which the Project or external factors relating to the Project could be modified to eliminate or minimize adverse environmental impacts.

Consultant shall examine only one build alternative, as well as the alternative of no action. Technical analysis details shall be appended to the Environmental Assessment. Consultant shall respond to one round of comments that the City may have regarding the content and analysis contained in the Draft Environmental Assessment. A final draft along with a SharePoint link with all source files and attachments shall be provided for City use.

Deliverables:

- *Draft and Final Draft Environmental Assessment [MS Word and PDF]*
- *Complete Environmental Review record with all source files and attachments [SharePoint]*

Assumptions:

- *Effects on one Federally listed species would require consultation with USFWS. Consultation with NMFS and CDFW can be avoided.*
- *The Project shall have no adverse effect on historic resources or unique archaeological resources.*
- *Provider shall use results of other studies prepared separate from this scope, such as for hazardous materials.*

TASK 9: COMBINED NEPA FINDING OF NO SIGNIFICANT IMPACT NOTICE

Consultant shall assist the City with completing a combined notice that addresses the two separate but related procedural requirements, Notice of Intent to Request Release of Funds; and Notice of FONSI, up to the hours provided. City shall lead and conduct this notice, including in a local paper and distributions to interested parties.

Assumptions:

- *City (Responsible Entity) shall arrange for the publication in newspaper and the mailing of the combined FONSI notice.*
- *City shall prepare any separate Request of Release of Funds form.*

TASK 10: SECTION 7 BIOLOGICAL ASSESSMENT AND CONSULTATION ASSISTANCE

If necessary, Consultant shall prepare a draft and final Biological Assessment for HUD to initiate Section 7 Federal Endangered Species Act (ESA) consultation with USFWS for Project effects on federally listed valley elderberry longhorn beetle (VELB). The Biological Assessment also shall address effects of the USACE's actions related to Clean Water Act Section 404 and Rivers and harbors Act Section 14 permitting (discussed in task 11). The Consultant shall query conservation banks that service the Project area and provide a list of suitable banks to the City where they can purchase VELB credits if required by USFWS. The City shall submit Biological Assessment on behalf of HUD to USFWS to initiate consultation. The Consultant shall support the consultation effort up to the hours provided.

Deliverables:

- *Draft and Final Biological Assessment [PDF]*

Assumptions:

- *USFWS shall not require revisions to the Biological Assessment.*
- *USACE shall not require revisions to the Biological Assessment.*
- *A Conservation Bank shall have VELB credits to satisfy the USFWS BO.*
- *Any compensatory mitigation credits required by USFWS shall be purchased by the City.*
- *VELB is the only listed species with habitat and the potential to be affected by the Project.*

TASK 11: PERMIT APPLICATION PREPARATION (OPTIONAL)

If necessary, the Consultant shall prepare a draft version for City review, revise materials once, and submit a final application to regulatory agencies for the following permits/authorizations.

- Section 404 of the Clean Water Act: Nationwide Permit #58 (Utility Line Activities for Water and Other Substances) would be required if the Project will discharge dredged or fill material to waters of the U.S. Excavation and backfilling for pipelines is considered a discharge. Consultant shall prepare a pre-construction notification demonstrating compliance with the Nationwide Permit conditions including Water Quality Certification, the federal Endangered Species Act (ESA), and Section 106 of the National Historic Preservation Act (NHPA). The outcome of ESA and NHPA consultations initiated by the City on behalf of HUD shall provide ESA and NHPA compliance. If compensatory mitigation for the loss of waters of the United States is required, the Consultant shall conduct a query of USACE-approved mitigation banks and in lieu fee (ILF) programs that service the area and provide a list of suitable banks/ILF programs to the City. The City shall contact the bank(s) and arrange the purchase of any mitigation credits, including ILF program credits.
- Section 1602 of the California Fish and Game Code: Lake and Streambed Alteration (LSA) Agreement would be required for project activities that impact the drainages within the project area including jack and bore beneath them. The Consultant shall attend one site visit with the California Department of Fish and Wildlife, if necessary. Consultant shall prepare a notification package describing the project features; construction period; construction methods; impacts to vegetation, fish, and wildlife; and proposed monitoring plans. Consultant shall prepare a Draft Restoration Plan for the temporarily disturbed areas. The draft plan shall describe the planting/seeding plans, maintenance and monitoring of the temporarily disturbed areas in enough detail to obtain the Draft LSA from CDFW. A final plan would need to be prepared under a separate contract prior to impacting jurisdictional areas. If compensatory mitigation for the loss of streams subject to the LSA Agreement is required, the Consultant shall conduct a query of CDFW-approved mitigation banks and in lieu fee (ILF) programs that service the area and provide a list of suitable banks/ILF programs to the City. The City shall contact the bank(s) and arrange the purchase of any mitigation credits, including ILF program credits. Consultant shall upload the notification and supporting attachments to the online permitting portal. A notification fee provided by the City shall be paid online or sent to the Department office.
- Section 401 of the Clean Water Act: Water Quality Certification would be required as a condition of the Nationwide Permit issued by the USACE. Consultant shall request and attend one virtual pre-application meeting with the Regional Water Quality Control Board and prepare the Water Quality Certification Application materials. If compensatory mitigation for the loss of waters of the State is required, the Consultant shall conduct a query of Regional Water Quality Control Board-approved mitigation banks and ILF programs that service the area and provide a list of suitable banks/ILF programs to the City. The City shall contact the bank(s) and arrange the purchase of any mitigation credits, including ILF program credits. An application fee and project fee (both provided by the City), copies of the Section 404 pre-construction notification submitted to the Corps, and the Lake and Streambed Alteration Notification to California Department of Fish and Wildlife shall be included.

- California Code of Regulations Title 23 and Rivers and Harbors Act of 1899 Section 14 permission (33 U.S. Code Section 408): An Encroachment Permit would be required for installation of the pipeline under the Butte Creek Diversion Channel, a regulated stream (23 CCR Section 112 Table 8.1) with a federal project levee protecting the properties to the west from flooding. 33 USC Section 408 Permission would be required to bore under the Butte Creek Diversion Channel Right Bank Levee. The levee is maintained by the Department of Water Resources Sutter Maintenance Yard. Consultant shall request and attend one virtual pre-application meeting with the Central Valley Flood Protection Board. As the non-federal sponsor of the federal project levee, the CVFPB shall invite the USACE to discuss the 33USC408 Permission requirements. Agenda and meeting minutes will be provided. Consultant shall prepare the Encroachment Permit Application and request endorsement from the Sutter Maintenance Yard prior to submitting the application to CVFPB. An application fee (provided by the City), copies of the technical reports (e.g., hydraulic/scour analysis, geotechnical, drilling plan, etc.), figures, list of adjacent property owners, and CEQA document would be submitted to the CVFPB.

Deliverables:

- *Agenda and minutes for pre-application meetings with RWQCB and CVFPB/USACE.*
- *Electronic (pdf and/or WORD) files of all permit application/notification materials (one draft copy for review and one final copy for maintenance agency endorsement and applicant signature)*
- *One hard copy of the Encroachment Permit Application forms would be mailed to the CVFPB.*
- *One CD would be provided to the CVFPB with digital copies of all required information and any other environmental documents that are pertinent to the proposed project. All other agencies will receive electronic transferred digital copies (unless a CD is requested).*

Assumptions:

- *USACE shall not require revisions to the Biological Assessment.*
- *USACE shall not require revisions to the Section 106 report, tribal consultations, or findings.*
- *The City shall provide permit application fee checks or pay online.*
- *The Project shall meet the conditions of one or more CWA Section 404 Nationwide Permits*
- *The Diversion Channel Levee Maintaining Agency shall endorse the Title 23 Encroachment Permit application.*
- *The City shall provide technical documentation as needed to comply with USACE Engineer Regulations for work in and around levees.*
- *Following submittal of the permit applications/notifications, no more than a total of 32 hours shall be needed to respond to agency data requests and receive confirmation of complete applications.*
- *The Draft Restoration Plan for temporarily disturbed areas shall be accepted by the agencies as satisfactory for permit issuance.*
- *Compensatory mitigation for permanent impacts to jurisdictional aquatic resources or*

VELB habitat would be obtained by the City from mitigation banks or ILF programs. No onsite compensatory mitigation shall be proposed.

- *The City shall provide dewatering and diversion plans to address groundwater encountered during excavations and flowing water encountered at drainage crossings, if necessary.*
- *The City shall provide frac-out contingency plan and spill prevention plan to be submitted with the application packages.*
- *The City shall provide descriptions of alternatives to the proposed project to rebut the presumption that there is a practicable alternative with fewer impacts to the aquatic environment and support the proposed project as the least environmentally damaging practicable alternative.*
- *The agencies shall not require substantial changes to the project or applications requiring additional efforts in excess of this scope and cost estimate.*
- *This scope does not include compliance with the Construction General Stormwater Permit or preparation of a Stormwater Pollution Prevention Plan (SWPPP).*
- *This scope does not include efforts needed to obtain dewatering permits or waste discharge requirements for discharges of nuisance water or hydrostatic test water to waters of the State.*

CITY RESPONSIBILITIES:

The City shall provide all project funding details, including the grant numbers, HUD program, funding amounts, estimated total HUD funded amount, estimated total project cost (HUD and non-HUD funds.)

The City shall assist with communications between environmental (Consultant) and any engineering consultant teams in terms of scope clarifications and Project assumptions.

The City shall conduct all efforts related to Tribal consultation under AB 52.

The City shall conduct all stakeholder and community outreach including efforts such as the creation of Project webpage; community meeting(s); meetings with landlord(s); meetings with stakeholders, including developers; City Council Project meetings.

The City shall provide all available information to the Consultant prior to beginning work. Since time is of the essence for the Project schedule, and additional information shall be provided as dictated by the Project milestones and with sufficient time for the Consultant to review and incorporate the additional information as necessary. The following information shall be provided in electronic format to the Consultant in order to begin or continue work on the Project.

- All required Project details, and exhibits for the build alternative, including limits of disturbance (both temporary and permanent), plan, profile, and cross-sectional drawings of structures to be constructed in jurisdictional areas, aerial photography, property acquisition/ROW changes, temporary construction easements, equipment, changes in stormwater/runoff systems, topography and engineering plans, in georeferenced spatial

- format along with parcel data; construction approach, sequence and schedule;
- Information on construction phasing and equipment used for each phase of construction, include hours of the day for construction.
 - Locations of proposed tree and vegetation removal.
 - Any technical studies prepared separate from this scope that describe the Project's effects or changes to any resource areas covered by CEQA or NEPA.
 - Traffic management plan that shall be implemented during construction.
 - Documentation of AB 52 consultation, results regarding any Tribal Cultural Resources identified, impact conclusions, and any mitigation negotiated with the Tribes.
 - Documentation that landowners have notified of the survey crews' impending presence; permission to access properties as necessary .
 - Recent template and/or format example of the City CEQA document.
 - Graphical depiction of Project at a scale and level of detail suitable for use as a detailed figure in Project Description.
 - Project footprint map, if not specifically included in the item above.

Completion Schedule

The Consultant shall complete the CEQA and NEPA environmental documents in 2023, and support consultation and permitting efforts through **March 29, 2024**.

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

ICF JONES & STOKES, INC.
Architect/Consultant/Engineer

P-18 SEWER TRUNKLINE
Project Title

008-000-8800/50424-008-4120
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 **\$106,130.41**.

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

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

ICF JONES & STOKES, INC.
Architect/Consultant/Engineer

P-18 SEWER TRUNKLINE
Project Title

008-000-8800/50424-008-4120
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

ICF JONES & STOKES, INC.
Architect/Consultant/Engineer

P-18 SEWER TRUNKLINE
Project Title

008-000-8800/50424-008-4120
Budget Account Number

EXHIBIT E

CONFLICT OF INTEREST PROVISIONS

None.

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

ICF JONES & STOKES, INC.
Architect/Consultant/Engineer

P-18 SEWER TRUNKLINE
Project Title

008-000-8800/50424-008-4120
Budget Account Number

EXHIBIT F

SPECIAL PROVISIONS

None.

P-18 Sewer Trunkline Environmental Documentation

Employee Name	Consulting Staff														ICF Production Staff			Subtotal	Labor Total	Direct Costs	Total Price			
	Bromund Claire	Ostner Jennifer	Oberoi Rabiya	O'Brien Sean	Henke Shannon	Vondergeest Michael	Stotz Nicole	Conley John	Pappas Stephen	Gardiner Rachel	Allen Lisa	Angier Alex	Hartfelder Kelsey	Matsui Cory	Lundstrom Kristen	Ha Anthony								
Project Role	Project Director	Project Manager	Project Coordination and Author	Biologist	Biologist	Permitting	GIS	Graphics	Cultural Resources	Biologist		GIS	Air Quality	Air Quality										
Labor Classification	Sr Tech Analyst	Assoc Consult II	Asst Consult	Assoc Consult II	Assoc Consult I	Sr Consult III	Assoc Consult II	Consultant I	Consultant II	Sr Consult III	Assoc Consult I	Assoc Consult I	Assoc Consult II	Sr Consult II	Consultant II	Assoc Consult II								
Task															Subtotal			Subtotal	Labor Total	Direct Costs	Total Price			
Task 1. Contract/Task Order Management	20	50		6		6											\$12,973.41	\$0.00	\$12,973.41			\$12,996.12		
Task 2. Environmental Project Description		3															\$398.85	\$0.00	\$398.85			\$399.55		
Task 3. Cultural Resources		4					2		12								\$2,601.59	\$0.00	\$2,601.59			\$2,606.14		
Task 4. Biological Resources		4		40	20	8	24	2									\$12,396.45	2	1	\$431.37	\$12,827.82		\$12,850.27	
Task 5. Draft CEQA Initial Study/Mitigated Negative Declaration	4	24	20	16	12				8					16	16		\$15,213.32	10	6	\$2,280.00	\$17,493.32		\$17,523.94	
Task 6. CEQA Responses to Public Comments	2	8	6														\$2,155.32	6	3	\$1,294.11	\$3,449.43		\$3,455.46	
Task 7. CEQA Mitigation Monitoring Plan		2	6														\$907.12	6	2	\$1,170.96	\$2,078.08		\$2,081.77	
Task 8. NEPA Environmental Assessment	2	16	50	6	6				6						4	4	\$11,377.57	6	6	\$1,663.56	\$13,041.13		\$13,063.95	
Task 9. Combined NEPA FONSI Notice		2															\$265.90		1	\$123.15	\$389.05		\$389.73	
Task 10. Section 7 Biological Assessment and Consultation Assistance	2	6	2	24		2	4	2		4							\$6,313.20	6	2	\$1,170.96	\$7,484.16		\$7,497.26	
Task 11. Permit Application Preparation (Optional)																							\$0.00	
Section 404 Nationwide Permit	1	4				10	2		1			32					\$6,177.82	2	2	\$554.52	\$6,732.34		\$6,744.12	
Section 1602 Streambed Alteration Notification	1	4				16	4					36					\$7,749.72	2	2	\$554.52	\$8,304.24		\$8,318.77	
Section 401 Water Quality Certification	1	2				24	2					32					\$8,287.61	2	2	\$554.52	\$8,842.13		\$8,857.61	
Title 23 Encroachment Permit/33USC408	1	3				24	2					32					\$8,420.56	2	2	\$554.52	\$8,975.08		\$8,990.79	
Total hours	790.0	34.0	132.0	84.0	92.0	38.0	90.0	40.0	4.0	27.0	4.0	132.0	0.0	20.0	20.0			44.0	29.0					
Billing Rates	\$225.25	\$132.95	\$106.87	\$122.89	\$117.98	\$180.60	\$118.98	\$144.54	\$152.65	\$193.91	\$100.76	\$109.61	\$120.27	\$153.53				\$154.11	\$123.15					
Subtotal	\$7,658.45	\$17,549.40	\$8,977.08	\$11,306.27	\$4,483.24	\$16,253.67	\$4,759.06	\$578.16	\$4,121.62	\$775.62	\$13,299.81	\$0.00	\$2,405.45	\$3,070.59	\$95,238.44	\$6,780.84	\$3,571.35	\$10,352.19	\$105,590.63					
Total escalation, Period 2 of 3 5% Year 2024	\$13.40	\$30.71	\$15.71	\$19.79	\$7.85	\$28.44	\$8.33	\$1.01	\$7.21	\$1.36	\$23.27	\$0.00	\$4.21	\$5.37	\$166.67	\$11.87	\$6.25	\$18.12	\$184.78					
Subtotal (including escalation)	\$7,671.85	\$17,580.11	\$8,992.79	\$11,326.06	\$4,491.09	\$16,282.12	\$4,767.38	\$579.17	\$4,128.84	\$776.98	\$13,323.09	\$0.00	\$2,409.66	\$3,075.97	\$95,405.11	\$6,792.71	\$3,577.60	\$10,370.31	\$105,775.41					
Other Direct Costs																								
500.00 Subcontractor																							\$75.00	
523.04 Postage and Delivery																							\$250.00	
523.05 Travel, Auto, Includ. Mileage at current IRS rate (.655/mile) (CDFW site visit)																							\$30.00	
523.09 Project Supplies																							\$355.00	
Direct expense subtotal																							\$355.00	
Total price																							\$106,130.41	

C-2