

AMENDMENT NO. 1

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

AGREEMENT DATED MAY 11, 2020

BETWEEN CITY OF CHICO

AND

NV5
Consultant

PYRETHROID MONITORING PLAN
Project Title

MAJNC/11020-000-4120
Budget Account No.

THIS PROFESSIONAL SERVICES AGREEMENT AMENDMENT (Amendment) is entered into on OCTOBER 12, 2021, between the City of Chico, a municipal corporation under the laws of the State of California (City), and NV5, (Consultant). On May 11, 2020, City and Consultant entered into "City of Chico - Professional Services Agreement" (Agreement). The provisions of the Agreement are hereby amended as follows:

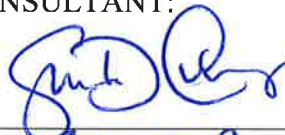
1. Exhibit B is hereby superseded and replaced by revised Pages B1-R1 through B4-R1 attached hereto.
2. Exhibit C is hereby superseded and replaced by revised Page C1-R1 attached hereto.
3. All other provisions of the Agreement shall remain in full force and effect.

CITY:



Mark Orme, City Manager*

CONSULTANT:

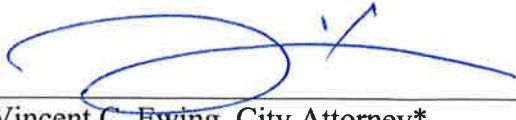


By: SHANE D. CUMMINGS

Title ASSOCIATE

*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)

REVIEWED AS TO CONTENT:


Scott Dowell, Administrative Services Director*

*Reviewed by Finance and Information Systems

APPROVED AS TO CONTENT:



Brendan Ottoboni, Public Works Director,
Engineering

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Architect/Consultant/Engineer

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EXHIBIT B

SCOPE OF PROFESSIONAL SERVICES - BASIC; COMPLETION SCHEDULE

Scope of Professional Services – Basic

Amendment No. 1 Services (in bold)

The Consultant shall provide professional services as follows:

TASK 1 – DEVELOP MONITORING PLAN, CONDUCT BASELINE MONITORING, PREPARE DATA QUALITY CONTROL AND SUMMARY REPORT

Consultant shall attend one kickoff meeting and up to one additional meeting as needed. Telephone conference calls shall also be used to provide regular project updates and to respond to client requests. This task shall also be used for coordinating agency submittals and responding to agency requests for information.

Deliverables: Meeting agendas, technical memos, agency responses, as-needed requests for information.

TASK 2 – DESKTOP REVIEW AND FIELD RECONNAISSANCE

Consultant shall perform a desktop review to develop potential sites for inclusion in the monitoring plan. Consultant shall conduct one field visit to phot document and verify sites are amenable and safe for monitoring and to determine the most feasible methods for monitoring at each site. Site information shall be recorded and shall be submitted to the City for approval prior to finalizing the monitoring locations. It shall be assumed that up to six (6) sites shall be assessed

for potential monitoring. The goal shall be to develop sites most representative of overall runoff conditions to receiving waters.

Deliverables: List of potential sites, site photos, and field notes.

TASK 3 – DEVELOP MONITORING PLAN AND SWAMP COMPARABLE QAPP (DRAFT AND FINAL)

Consultant shall develop a draft and final Monitoring Plan which shall include a Surface Water Ambient Monitoring Plan Program (SWAMP) Comparable Quality Assurance Program Plan (QAPP) as an Appendix to the Monitoring Plan. The Monitoring Plan and QAPP shall describe the project goals, site locations, methods, data quality objectives, laboratory methods and detection limits, and other pertinent data to guide the baseline monitoring. A draft Monitoring plan shall be provided for the City's review with adequate time for review and comment prior to the CVRWQCB submittal due date. Consultant shall incorporate the City's comments (one round of review is estimated), finalize the Monitoring Plan, and submit it to the CVRWQCB on behalf of the City.

Consultant responded to an initial round of general comments received from the RWQCB in an email dated October 23, 2020. In the comments it was noted that the SAP/QAPP was prepared prior to the issuance of the Pyrethroids 13267/13383 Order that provided additional clarification of the specific monitoring requirements to be included in the SAP/QAPP. Consultant prepared a revised SAP/QAPP dated November 11, 2020, in response to the email and provided it to the RWQCB on November 18, 2020.

On January 29, 2021, the RWQCB provided a second round of comments. Consultant addressed the specific comments in the revised SAP/QAPP dated April 7, 2021. The time to address the specific comments based on the issuance of the Pyrethroids 13267/13383 Order was outside the original scope of work and approved budget in this agreement.

On May 28, 2021, the RWQCB provided a third round of comments in response to the April 7, 2021 SAP/QAPP. Consultant addressed the third round of comments and submitted a formal response to comments and revised SAP/QAPP.

On July 28, 2021, the RWQCB provided a final fourth round of comments and the Consultant made the necessary changes and submitted to the RWQCB. The RWQCB approved the Monitoring Plan and the associated QAPP on August 9, 2021.

Deliverable: Draft Monitoring Plan and SWAMP Comparable QAPP submitted to CVRWQCB by July 19, 2020 and associated rounds of review with the RWQCB.

TASK 4 – CONDUCT MONITORING AND LABORATORY ANALYSES

Based on the approved Monitoring Plan developed in Task 3, Consultant shall conduct the baseline monitoring and shall submit samples to a California Environmental Laboratory Accreditation Program (ELAP) accredited laboratory for analysis.

An additional monitoring event shall be required pursuant to the 13267/13383 Order. Consultant originally proposed and budgeted three monitoring events with 3 samples for the City's monitoring program, this request was denied based on issuance of the 13267/13383 Order and its requirement to perform four monitoring events with 20% field duplicate and blank samples.

Based on the May 28, 2021, round of comments, the RWQCB is requiring data be formatted and submitted to the California Environmental Data Exchange Network (CEDEN). Each laboratory has a fee associated with development of CEDEN compatible electronic data deliverables (EDDs). Additional Consultant staff time for data management shall be needed to coordinate between the laboratory and CEDEN database (e.g., obtaining valid values for analytes, laboratory methods, etc.).

In addition, the laboratory unit rates for pyrethroids was based on the work being completed by the spring of 2021 and the laboratory has since increased the unit rate for pyrethroid analysis.

Deliverable: Field logs and copies of laboratory reports.

TASK 5 – DATA ANALYSIS, QC, AND SUMMARY MONITORING REPORT

Consultant shall perform data analysis, data quality control review, and shall prepare a summary monitoring report that shall include tabulated laboratory data and discussion of data qualifiers, as appropriate.

Deliverable: Summary Monitoring Report

Completion Schedule

The Consultant shall complete all services outlined herein in compliance with the following schedule:

Task	Description	Estimated Delivery Date
1	Client Meetings, Agency Submittals, Project Management, and Technical Support	Kickoff meeting within 2 weeks of Notice to Proceed. Project support shall be ongoing through the duration of the project.
2	Desktop Review and Field Reconnaissance	Within one month of NTP
3	Develop Monitoring Plan & SWAMP Comparable QAPP (Draft & Final)	Within two months of NTP. Draft Final submitted to CVRWQCB by July 19, 2020.
4	Conduct Monitoring and Laboratory Analyses	As soon as practicable following approval by CVRWQB. Assumes sampling events occur in late summer/early fall.
5	Data Analysis, QC, and Summary Monitoring Report	Within four weeks of receipt of final laboratory report.

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EXHIBIT C

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 ~~\$49,949.90~~ **\$70,444.87**.

Compensation shall be based upon actual invoices received and shall be paid in accordance with the completion of each task as follows:

Task	Description	Original	Amendment 1	New Total
1	Client Meetings, Agency Submittals, Project Management, and Technical Support	\$5,855.50	\$5,640.00	\$11,495.50
2	Desktop Review and Field Reconnaissance	\$2,506.23	\$0	\$2,506.23
3	Develop Monitoring Plan and SWAMP Comparable QAPP (Draft and Final)	\$8,005.00	\$4,595.00	\$12,600.00
4	Conduct Monitoring and Laboratory Analyses	\$28,253.17	\$8,899.97	\$37,153.14
5	Data Analysis, QC, and Summary Monitoring Report	\$5,330.00	\$1,360.00	\$6,690.00
	Total Estimated Fee:	\$49,949.90	\$20,494.97	\$70,444.87