



COMMUNITY DEVELOPMENT DEPARTMENT

411 Main Street – 2nd Floor
P.O. Box 3420
Chico, CA 95927

530-879-6800
FAX 530-895-4726
<http://www.ci.chioco.ca.us>

October 11, 2022

Interwest Consulting Group
9300 W. Stockton Blvd., Suite 105
Elk Grove, CA 95758

**RE: CITY OF CHICO – PROFESSIONAL SERVICES AGREEMENT – CITY OF CHICO –
COMPREHENSIVE SUBDIVISION CODE UPDATE (PROJECT NO. 300-510-8801/50444-300-
4800)**

Regarding the above, enclosed are:

1. One fully executed copy of the referenced Agreement.
2. City of Chico Purchase Order No. 142151, which constitutes your Notice to Proceed, pursuant to Agreement Section 9.10.

Your insurance has been reviewed and approved by the City's Risk Manager.

Thank you for your participation and assistance in this process. If you have any questions or need additional information, please contact Bruce Ambo at (530) 879-6801.

Sincerely,

Robyn Ryan
Management Analyst

Enclosures

cc: PP Ambo

FR: Project Purchasing File

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

INTERWEST CONSULTING GROUP

Architect/Consultant/Engineer

CITY OF CHICO - COMPREHENSIVE SUBDIVISION CODE UPDATE

Project Title

300-510-8801/50444-300-4800

Budget Account Number

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THIS PROFESSIONAL SERVICES AGREEMENT (Agreement) is entered into on October 7, 2022, between the City of Chico, a municipal corporation under the laws of the State of California, (City) and Interwest Consulting Group, 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

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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

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documents prepared and presented by Consultant, and render verbally or in writing as may be appropriate, decisions pertaining thereto within a reasonable time so as not to delay the progress of the services by Consultant.

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

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

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

SECTION 7 - INDEMNIFICATION

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

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

SECTION 8 - INSURANCE

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

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

SECTION 9 - GENERAL PROVISIONS

9.1 Access to Records

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

9.2 Assignment

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

9.3 Changes to Scope of Services - Basic Professional Services

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

9.4 Compliance with Laws, Rules, Regulations

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

9.5 Conflict of Interest Code Applicability

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

9.6 Exhibits Incorporated

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

9.7 Independent Contractor

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

9.8 Integration; Amendment

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

9.9 Jurisdiction

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

9.10 Notice to Proceed; Progress; Completion

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

9.11 Ownership of Documents

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

9.12 Subcontracts

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

9.13 Term; Termination

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

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

9.14 Notice

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

To City:	City Manager City of Chico P. O. Box 3420 Chico, CA 95927-3420	or	City Manager City of Chico 411 Main Street Chico, CA 95928
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To Consultant: Interwest Consulting Group
9300 W. Stockton Blvd, Suite 105
Elk Grove, CA 95758

SECTION 10 - SPECIAL PROVISIONS

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


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

CITY:



Mark Sorensen, City Manager

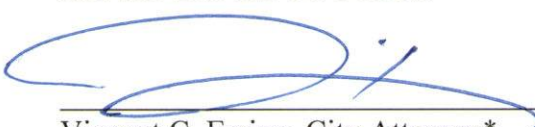
CONSULTANT:



By: Paul Meschino
President Title

*Authorized pursuant to Section 3.08.060 of the Chico Municipal Code

APPROVED AS TO FORM:



Vincent C. Ewing, City Attorney*

APPROVED AS TO CONTENT:

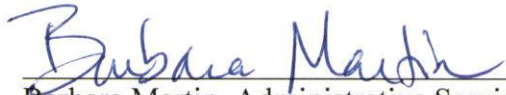


Brendan Vieg, Community Development
Director

*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 and is positioned above a horizontal line.

Barbara Martin, Administrative Services Director*

*Reviewed by Finance and Information Systems

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

INTERWEST CONSULTING GROUP

Architect/Consultant/Engineer

CITY OF CHICO - COMPREHENSIVE SUBDIVISION CODE UPDATE

Project Title

300-510-8801/50444-300-4800

Budget Account Number

EXHIBIT A

DESCRIPTION OF PROJECT

The City of Chico is requesting Consultant to provide a comprehensive review and update to the City's Subdivision ordinances. Many of the processes and procedures outlined in the ordinances are unique to Chico, and the City would like confirmation the regulations correspond to the Subdivision Map Act.

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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 INITIATION

1.1 Project Kick-off Meeting with City Staff – Consultant shall meet with City staff to review the draft scope of work for the Subdivision Code updates. Consultant shall review the general goals for the updates, project schedule, work products and meetings. For this meeting, Consultant shall prepare a detailed schedule with milestones leading to the adoption of the updated Subdivision code.

Deliverables

- ***Kick-off Meeting Agenda***
- ***Project Schedule***
- ***Meeting Notes Summary (Electronic)***

1.2 Commission/Public/Stakeholder Input – Consultant team shall facilitate a study session with City staff and the Planning Commission to review the existing Subdivision Code. Consultant shall also solicit comments on issues to be addressed in the updated Subdivision Code. Consultant's team shall facilitate a study session with City staff and the Planning Commission to review the existing Subdivision Code. Consultant shall interview key stakeholders associated with the land development process. Interviews shall focus on strengths and weaknesses of the current Subdivision Code and possible revisions and additions to the updated Subdivision Code. Stakeholders may include property owners, developers, local professionals, and interested residents of Chico.

Deliverables

- ***Summary Memo of Commission/Public/Stakeholder Input***

1.3 Existing City Documents Review – Consultant shall review the City’s General Plan, the Zoning Ordinance, the existing Subdivision Code, other applicable chapters of the Chico Municipal Code, development standards from other specific plans, the City’s Commercial and Industrial Design Guidelines, and other City policy documents applicable to the Subdivision Code Update. As part of this task, Consultant shall prepare a summary matrix identifying the General Plan policies and other items to be implemented in the Subdivision code update.

Deliverables

- ***Summary Matrix Review of Existing Policies (Electronic copy)***

1.4 State Law Assessment – Consultant shall assess existing compliance of the existing Subdivision Code with state and federal law. Based on this assessment, Consultant shall identify necessary changes to the Subdivision code to comply with these laws. The results of this assessment shall be included in the Annotated Outline (Task 1.6). Some of the items to be included in the assessment are following:

- Conformance with the Subdivision Map Act
- Development application requirements and consistency with current City practices
- Review standards to ensure consistency with the Zoning Ordinance
- Findings for denial
- Fee requirements
- Adequacy of vesting tentative map provisions
- Conformance with SB9
- Objective Subdivision Standards for SB35 and SB330 Projects
- Permit Streamlining Act
- Project review procedures including public hearings, noticing, and review schedules
- Subdivision procedures and consistency with current City practices
- Relocate subdivision-related portions of Title 19 including Small-Lot Subdivisions, Infill Residential Flag Lots, Traditional Neighborhood Development Standards for Streets, Alleys, and other Public Ways to Title 18

Deliverables

- ***State Law Assessment Memo (Electronic Copy)***

1.5 Issues and Alternatives – Consultant shall attend a meeting with City staff to discuss key issues for the Subdivision Code Update and the preferred approach to address these issues. Topics to discuss may include the overall Code structure, modifying administrative procedures, and modifying development standards. Consultant shall ask City staff to identify specific issues with the current Subdivision Code that should be addressed – sections of the existing code that are ambiguous, incomplete, or inconsistent. Within this discussion Consultant shall review “best practices” from other communities that could be introduced to Chico.

A Subdivision Code Evaluation Memo identifying what was discussed in the workshop and potential ideas and recommendations to address the issues in the existing Subdivision Code shall be prepared.

Deliverables

- ***Subdivision Evaluation Memo (Electronic Copy)***

1.6 Annotated Outline – Based on the outcome of the prior tasks, Consultant shall prepare a detailed, annotated outline for the updated Subdivision Code. The outline shall identify the structure of the Subdivision Code, revisions to the existing Subdivision Code, and new provisions to be added. During this stage, the Consultant team shall also produce a template example showing the layout and structure of the documents. This shall be submitted for City review and comments. Consultant shall ask City staff carefully review and comment on the annotated outline to ensure the efforts align with City staff's expectations.

Deliverables

- ***Annotated Outline Memo and Document Template (Electronic Copy)***

TASK 2 – ADMINISTRATIVE DRAFT SUBDIVISION CODE

Consultant shall prepare draft sections of the updated Subdivision Code for City staff review. Consultant shall maintain an ongoing list or matrix of changes to show what items will be revised, modified, or moved to another section of the Subdivision Code.

In addition to working with the Planning Department staff, other City departments shall be encouraged to be involved in the updating of the Subdivision Code, including Public Works Engineering Department.

Bi-weekly conference calls or in-person meetings with City staff shall be held to discuss detailed questions about the draft sections as they are being prepared. This shall allow City staff to be involved with incremental decision making during the drafting process and shall help produce draft sections that are consistent with the City's unique needs, goals and expectations.

The following Subdivision Code sections to be updated are:

- General Provisions
- Enforcement
- Advisory Agency
- Maps Generally
- Procedures Generally
- Subdivisions Other Than Minor Land Divisions
- Tentative Map
- Vesting Tentative Maps
- Final Map and Parcel Map
- Minor Land Divisions
- Boundary Line Modifications
- Parcel Map Waiver – Chico Municipal Airport Properties
- Dedication of Land for Park Facilities
- Dedication of Land for Riparian Habitat
- Reservation of Land for Public Uses
- Subdivision Design and Improvement Standards

- Subdivision Improvement Requirements
- Condominium Conversion Requirements
- Surveys and Monuments
- Subdivision Modifications, Reversions and Mergers

Additionally, a section shall be added to the ordinance to incorporate changes in the Subdivision Map Act, and other recently passed legislation including SB9 and SB35.

An effective and user-friendly Subdivision Code shall include graphics and illustrations that clarify the meaning and intent of the standards and regulations.

During the preparation of the draft Subdivision code sections, a meeting shall be held to discuss any questions that may arise that warrant early staff and stakeholder input. This shall allow Consultant to receive guidance and input on specific issues. Following this meeting, Consultant shall incorporate feedback into the preparation of the public review draft code.

Deliverables

- ***Draft Subdivision Code Memo (Electronic Copy)***
- ***Draft Subdivision Code (Electronic Copy)***

TASK 3 – PUBLIC REVIEW DRAFT SUBDIVISION CODE

3.1 Public Review Draft Ordinance – Consultant shall prepare a revised draft Subdivision Code for public review and comment. The Public Review Draft Code shall be complete, including all illustrations, and shall be the basis for the project description of the environmental assessment. The Draft Zoning Code shall be hosted on the City of Chico’s website. This shall encourage residents and stakeholders to visit the site for information and to download drafts. Consultant shall prepare a revised public draft Subdivision Code addressing comments from all public outreach events. This shall be posted on the website for public review prior to the adoption meeting.

3.2 Environmental Review – The focus of this effort shall be to update the Subdivision Code to reflect current state laws. The environmental review shall consist of an Addendum. If it is determined that a Negative Declaration or Mitigated Negative Declaration is required, the budget and scope shall need to be adjusted accordingly.

Assumptions for preparing the EIR Addendum:

- No distribution of the document
- Filing Fees to be paid by the City
- No technical studies shall be prepared (i.e., traffic, air quality, greenhouse gas analysis, noise)
- Electronic copy of the General Plan EIR shall be available for review and use by the Consultant team

3.3 Planning Commission Briefing – Consultant shall attend one Planning Commission meeting to review the changes introduced by the updated Subdivision Code. At this meeting,

Consultant shall review the Subdivision Code format and changes to the code.

Deliverables

- ***Public Review Subdivision Code (Electronic Copy)***

TASK 4 – SUBDIVISION CODE ADOPTION

4.1 Final Draft Subdivision Code – Based on the comments received on the Public Review Draft Subdivision Code, Consultant shall prepare a Revised Draft Subdivision Code for review and adoption by the Planning Commission and City Council. Upon adoption of the Final Subdivision Code Update by the City Council, Consultant shall prepare a final adopted version with the date of adoption prominently displayed on the front cover and throughout the document to distinguish it as the official document from other versions.

4.2 Adoption Hearings – Consultant shall attend one meeting with the Planning Commission and one City Council hearing for adoption of the Subdivision Code Update. Following the Planning Commission and City Council hearings, Consultant shall incorporate all final changes as directed by the City Council and this document shall be the final and adopted Subdivision Code.

Deliverables

- ***Final Draft Subdivision Code (Electronic Version)***
- ***Administrative Draft Addendum (Electronic Version)***
- ***Final Draft Addendum (Electronic Version)***
- ***Public Hearing Materials – including Report, PC Resolution, CC Ordinance***
- ***Adopted Subdivision Code (One Electronic Copy in Microsoft Word Format and one PDF Copy)***

Completion Schedule

The Consultant shall complete all services outlined herein by August 31, 2023.

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INTERWEST CONSULTING GROUP

Architect/Consultant/Engineer

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EXHIBIT C

COMPENSATION

Compensation for the services shall be in accordance with the following schedule of hourly rates and cost breakdown attached on page C-2. Total maximum compensation for the services outlined herein shall not exceed **\$83,710.00.**

Compensation shall be based upon actual invoices received.

Hourly Rates

Classification	Hourly Billing Rate
<u>Planning</u>	
Principal-in-Charge	\$190.00/hour
Project Manager	\$180.00/hour
Principal Planner	\$165.00/hour
Senior Planner	\$145.00/hour
Associate Planner	\$120.00/hour
Assistant Planner	\$100.00/hour
Planning Technician	\$ 85.00/hour
<u>Administrative</u>	
Technical Writer	\$ 75.00/hour
<u>Lou's Design Garage</u>	
Lou Lillegard, Senior Graphic Designer	\$ 70.00/hour

COST BREAKDOWN BY TASK/DELIVERABLE

Task #	Principal-in-Charge	Project Manager	Associate Planner	Technical Review	Senior Graphic Designer	Total Number of Hours	Total Cost per Task
Hourly Rate	\$190	\$170	\$120	\$75	\$70		
Task 1	8	20	20	0	0	48	\$7,320
Task 2	10	40	130	20	24	224	\$27,480
Task 3	10	40	100	20	24	194	\$23,880
Task 4	8	30	80	10	8	136	\$17,530
Total Hours	36	130	330	50	56	602	
Fee Total	\$6,840	\$22,100	\$39,600	\$3,750	\$3,920		\$76,210
CEQA Review							\$5,000
Reimbursable Expenses							\$2,500
Grand Total							\$83,710

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EXHIBIT D

INSURANCE PROVISIONS

General Liability Insurance

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

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

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

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

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

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

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

Automobile Liability Insurance

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

Subconsultant/Subcontractor Insurance

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

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

Workers' Compensation Insurance

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

Subrogation

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

Indemnity

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

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

Professional Liability Insurance

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

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

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

INTERWEST CONSULTING GROUP

Architect/Consultant/Engineer

CITY OF CHICO - COMPREHENSIVE SUBDIVISION CODE UPDATE

Project Title

300-510-8801/50444-300-4800

Budget Account Number

EXHIBIT E

CONFLICT OF INTEREST PROVISIONS

None.

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

INTERWEST CONSULTING GROUP

Architect/Consultant/Engineer

CITY OF CHICO - COMPREHENSIVE SUBDIVISION CODE UPDATE

Project Title

300-510-8801/50444-300-4800

Budget Account Number

EXHIBIT F

SPECIAL PROVISIONS

None.



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

PURCHASE ORDER / PAYMENT AUTHORIZATION / CLAIM

No. 142151

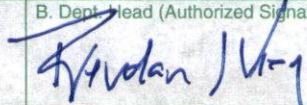
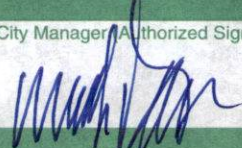
Date September 30, 2022		2. Date Check Required	3. Quote/Bid Reference (Complete if applicable) <input checked="" type="checkbox"/> Per Agreement/Amendment Dated 10/7/22 <input type="checkbox"/> Bid Quote Summary Attached <input type="checkbox"/> Sole Source/Vendor Approval Attached <input type="checkbox"/> Rotational Vendor	4. Preparing Dept/Off BV/BA
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
6. DELIVER TO (Point of Delivery Destination) City of Chico - Community Development Department PO Box 3420 Chico, CA 95927 REQUIRED DELIVERY DATE: _____			10. FUND(S) AND ACCOUNT(S) CHARGED: 300-510-8801/50444-300-4800	
9. VENDOR/CLAIMANT (Name and Address) Interwest Consulting Group 9300 W. Stockton Blvd., Suite 105 Elk Grove, CA 95758			PEID NO. _____	

11. ORDER / CLAIM (Subject to conditions in Section 13.)

QUANTITY ORDERED	UNIT	INV.	DESCRIPTION	PRICE PER UNIT	TOTAL PRICE
			<p>CITY OF CHICO - COMPREHENSIVE SUBDIVISION CODE 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 3.20.060 OF THE CHICO MUNICIPAL CODE</p> <p align="center">PSA</p> <p align="center">(_____) Description (14 Characters)</p>		\$83,710.00
Subtotal					\$ 83,710.00
<input type="checkbox"/> Sales Tax					
<input type="checkbox"/> Use Tax					
TOTAL ⇨					\$ 83,710.00

ATTENTION VENDOR: Mail you invoice with this Purchase Order Number noted thereon to FINANCE OFFICE, P.O. Box 3420, Chico, CA 95927-3420. Unless otherwise stated, ALL PRICES FOR 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. NOTICE TO VENDOR

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

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. Unless otherwise stated, all prices are F.O.B. point of delivery as specified in Section 8, above.
7. 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.

[Handwritten scribbles]

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
WASHINGTON, D. C. 20535

CONFIDENTIAL

[Faint, mostly illegible typed text, possibly a report or letter body]

SEARCHED	INDEXED	SERIALIZED	FILED
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
MAR 10 1964		FBI - CHICAGO	



U.S. GOVERNMENT PRINTING OFFICE: 1962 O-548-282

OFFICE OF CHIEF OF BUREAU

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