

**CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT**

**Etech-360, Inc. dba 360s2g**  
Architect/Consultant/Engineer

**Utility Billing Services**  
Project Title

**850-670-5330**  
Budget Account Number

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**THIS PROFESSIONAL SERVICES AGREEMENT** (Agreement) is entered into on December 1, 2022, between the City of Chico, a municipal corporation under the laws of the State of California, (City) and 360s2g, a California corporation, (Consultant).

**SECTION 1 - DESCRIPTION OF PROJECT**

City desires to undertake that certain project (Project) described in EXHIBIT A, entitled “DESCRIPTION OF PROJECT,” and to engage Consultant to provide the required professional services relating to the Project.

**SECTION 2 - SCOPE OF PROFESSIONAL SERVICES - BASIC; COMPLETION SCHEDULE**

Consultant shall perform those basic professional services in connection with the Project as are set forth more particularly in EXHIBIT B, entitled “SCOPE OF PROFESSIONAL SERVICES - BASIC; COMPLETION SCHEDULE,” and shall complete said professional services in accordance with the completion schedule for professional services as incorporated in EXHIBIT B.

**SECTION 3 - SCOPE OF PROFESSIONAL SERVICES - ADDITIONAL; COMPLETION SCHEDULE**

City and Consultant agree that it may be necessary, in connection with the Project, for Consultant to perform or secure the performance of professional services other than those set forth in EXHIBIT B. In each such instance, Consultant shall advise City, in advance and in writing, of the need for such additional professional services, their cost and the estimated time, if appropriate, required to perform them. Consultant shall not proceed to perform any such required additional professional service until City has determined that such professional service is beyond the scope of the basic professional service to be provided, is required, and has given its written

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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

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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."

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## **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

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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 terminate three (3) years from the date of the contract. 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.

This Agreement may be extended for two additional periods of 12 months, upon execution of an amendment by the City and Consultant providing therefor. For each succeeding 12-month term of this Agreement, Consultant may request City to adjust the compensation rate(s) during such term. Consultant's request for such an adjustment shall be filed with City no later than January 15, and shall be accompanied by such documentation, including, but not limited to, financial reports and records, operational cost data, and the like, as may be required by City to enable it to satisfactorily evaluate and make a determination upon it. Nothing hereinabove, however, shall require City to make any adjustment therefor in response to Consultant's request. Further, in no event shall any such adjustment exceed an amount equal to 75 percent of the increase in the Consumer Price Index for All Urban Consumers (CPI-U) - U.S. City Average - as published by the Bureau of Labor Statistics, U.S. Department of Labor, for the most recent available previous 12-month period. As an example, if such Index increased 10 percent for a preceding 12-month period, an annual adjustment could not exceed 7.5 percent regardless of whether or not the Consultant's documented costs exceed 7.5 percent.

**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	or	City Manager
	City of Chico		City of Chico
	P. O. Box 3420		411 Main Street
	Chico, CA 95927-3420		Chico, CA 95928

To Consultant: 360s2g  
1968 South Coast Highway #4491  
Laguna Beach, CA 92651

**SECTION 10 - SPECIAL PROVISIONS**

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

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

CITY:

  
\_\_\_\_\_  
Mark Sorensen, City Manager

\*Authorized pursuant to Section 3.08.060  
of the Chico Municipal Code

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Vincent C. Ewing, City Attorney\*

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

CONSULTANT:

  
\_\_\_\_\_  
By: Devon Knittle, Senior Director of  
Contracts and Legal

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Barbara Martin, Administrative Services  
Director

\*Reviewed by Finance and Information  
Systems



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**Etech-360, Inc. dba 360s2g**  
Architect/Consultant/Engineer

**Utility Billing Services**  
Project Title

**850-670-5330**  
Budget Account Number

**EXHIBIT A**

**DESCRIPTION OF PROJECT**

360s2g will provide implementation of UTIL360 Enterprise Utility Billing Software with services to include one-year data conversion and migration to UTIL360 software, ongoing application hosting, support and maintenance, billing print and mailing services and customer care services.

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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:

- Implementation of UTIL360 Enterprise Utility Billing Software
- One-Year Data Conversion and Migration to UTIL360 Software from Cal Water
- Ongoing Application Hosting, Support & Maintenance
- Billing Print & Mailing Services
- Customer Care Services

Billing Services to include:

- The monthly calculation, printing, and mailing of bills for City sewer services fees and sewer lift station fees to customers designated by the City. Costs will include the total per billing address and total cost per utility to be billed as the City may request broadband billing to be completed in the future.
- Provide calculation of Rates.
- Work cooperatively with Cal Water to obtain water consumption data to calculate monthly sewer service fees.
- Provide calculation of penalties and fees to customers as applicable. Mail past due notices, billing inserts, and additional notices such as rate increases to customers as needed.
- Provide an option for electronic bill delivery and payment.
- Provide monthly reports to the City to include sewer charges, lift station charges, sewer write-off journal entries and sewer applied for payments.

Account Receivable and Financial Administration to include:

- Collect all billings to include delinquent accounts.
- Provide multiple payment methods for customers and include online payment options.
- Provide AutoPay option for customers.
- Process and send monthly payments to the City for received funds.
- Provide monthly invoices to the City for services.

Customer Services to include:

- Provide for live customer service representatives to be available during the hours of 8:00 a.m. to 5:00 p.m. with messaging services available after hours.
- Identify in what languages customer service will be available.
- Provide customer service representatives who can give a detailed explanation of billing charges to customers.
- Create and delete accounts as needed.
- Provide resolution of billing errors.
- Provide forwarding of field service requests to the City as needed.

Infrastructure to include:

- Provide availability of a web-based portal for customers to make payments and review status of accounts.
- Provide access to designated City employees for review of accounts and account management.
- Provide a secure backup system to maintain all account information including all customer account details, balances, billing and payment history, usage, customer service inquiries, and account status.

Transition:

UTIL360 can transition services from the current vendor, Cal Water, to begin providing services on or about February 1, 2023, to allow for a smooth transition from Cal Water to UTIL360.

Completion Schedule

Consultant to provide services as outlined in this agreement upon Notice to Proceed through June 30, 2026.

**CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT**

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**EXHIBIT C**

**COMPENSATION**

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

Implementation Costs:

Implementation Pricing Details			
Implementation	Brief Description	Assumptions	Cost
<b>Total Application Software</b>	New software license cost	NA	\$ 22,000.00
<b>Milestone 1 - Project Initiation</b>	Kick starts the project by establishing the plan, scope, direction, resources, and stakeholders' goals.		
<b>Milestone 2 - Discovery and Requirement Analysis</b>	Collects and produces essential data, elicits product architecture, the functional and non-functional requirements for Process Automation and Optimization. Builds a stack of tasks in priority order and project plan.	NA	Included
<b>Milestone 3 - Interface and Solution Enhancements</b>	Integrate up to <b>5 different systems</b> . Integrating with Standard Application Program Interfaces (APIs) and creating import/export of the file interfaces in specific formats to exchange data with other applications.	NA	\$ 8,500.00
<b>Milestone 4 - Data Migration</b>	Data study, planning, mapping, conversion, migration and data-clean-up	NA	\$ 9,000.00
<b>Milestone 5 - Implementation of UTIL360 Enterprise Utility Management</b>	Implementation of proposed modules of UTIL360 Enterprise Utility Management: Installation, Configuration, and Testing		
<b>Milestone 6 - Implementation of UTIL360 Customer Information System (CIS Web &amp; Mobile App)</b>	Implementation of Customer Information System (CIS Web & Mobile App): Installation, Configuration, and Testing	NA	Included
<b>Milestone 7 - UTIL360 Integrated Team Testing</b>	The final quality gateway with automated test scripts includes conversion testing, system integration testing, performance testing, load testing, and penetration testing.	NA	\$ 4,500.00
<b>Milestone 8 - End User Training</b>	End-User training on UTIL360 implemented Solution		
<b>Milestone 9 - User Acceptance Testing</b>	UAT setup and UAT Support		
<b>Milestone 10 - Parallel Run and Transition</b>	One billing cycle will be tested in parallel run with the current Cal Water System. The transition of the services from Cal Water Staff to UTIL360 Staff will be carried out and finally UTIL360 Staff will provide Customer Services.	NA	\$ 4,000.00
<b>Milestone 11 - Go Live</b>	Pre-Go-Live Check and launching of the UTIL360 implemented Solution in the Production	NA	Included
		<b>Total</b>	<b>\$ 48,000.00</b>
<b>Travel</b>	**** We are open for in-person meeting/training and remote. Our travel details are available in the Section 6.30 UTIL360 Business Travel Policy. The travel plans will only occur based upon the City's approval.	NA	\$ -
*The integration to any third party is included in the implementation and Annual fees. However, the City will provide APIs for integrating to the City's applications (i.e. Itron FCS, City's Payment processor, OneSolution, etc.).			
**UTIL360 has capabilities of sending email, Push-Notifications, text/SMS, Automated voice. These features are inbuilt. However, for "text/SMS, Automated voice", we use third-party tools and they charge based upon usage.			
Fees examples <a href="https://www.twilio.com/pricing">https://www.twilio.com/pricing</a>			
SMS starting at \$0.0075 to send or receive a message			
Automated voice Starting at \$0.0085/min to receive and \$0.013/min to make a call.			

Annual Maintenance:

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Annual Software Services - Transaction Services, Web Inquiry and Payment Portal			
UTIL360 ----10 City's Employees License + 24,000 Customer Accounts			
Module Name	Brief Description	Assumptions	Cost
Customer Information System - CIS Web-Based	Notifications (Push Notifications, Call, Text, Email)	Included	
	Sarah- AI Based online helper		
	Bill Explainer		
	Payments Gateway Interface		
	Mobile Apps (available on Multiple Platforms) for the Customers.		
Customer Information System - CIS Mobile App-Based	Notifications (Push Notifications, Call, Text, Email)	Optional-If City decides to have Mobile Apps then implementation and AMC cost will be waived	
	Bill Explainer		
	Payments Gateway Interface		
	Mobile Apps (available on Multiple Platforms) for the Customers.		
Enterprise Customer Management	It sets Customer Management, Employee Management, and communication channels.	Included	\$ 18,500.00
Enterprise Billing Management	It sets up Billing, Bill Estimation, Cancelling, rebilling, Bill Printing, and Rate Management.		
Enterprise Meter Data Management	It provides Meter setup, Meter Reading, Switch Meter, Meter Inventory, Backflow Device Management, and Demand Response.		
Business Intelligence & Dashboard (BID)	It provides BI Analytics Console, System Events/Alerts, Reports, and Ad Hoc Reporting capabilities.		
Enterprise Collections /Delinquency Management	It sets up delinquency Notice Settings, delinquent Accounts, creates a variety of payment plans and instalment agreements and connects with Agency.		
Enterprise Rule Engine	It configures Utility Modules, Event/Notification Templates, Billing Cycle, Consumption Alerts, Content Management, and Schedulers/Timer Jobs.		
Enterprise Cashiering & Finance Management	It has Account Receivables, Financial Management, Cashiering, Payment Posting, and Payment Reconciliation.		
<b>Total Amount</b>			
Annual Cloud Hosting Cost			
Cloud Hosting	Secured Cloud Hosting with regular server maintenance	Included	\$ 12,500.00
Customer Support and Professional Service Fees			
Maintenance and Support	Annual support and maintenance	Included	\$ 7,500.00
UTIL -HUB (Reginal user forum) + Webinars	Unlimited access on the knowledge base	Included	Included
<b>Total Annual Maintenance Amount</b>			<b>\$ 38,500.00</b>

License Fees

Billing Costs:

- **Per 2-sided bill, letter size (8.5" x 11")**
  - **2-color:** \$0.091/ea
  - **Full-color:** \$0.091/ea
  - **Frontpage standard format; back page variable format provided as MS Word or PDF each quarter:**\$0.091/ea
- **Envelope for non-autopay customers:** Standard #10 Envelope \$0.04
- **Postage (U.S. Addresses):** Paid for by the customer on their bulk mail account.
- **Setup/Integration with the CIS:**  
The cost is already taken care of in the Customer Information & Billing System.
- **Option for storing bill copies for archive purposes (ex. PDF copy)**  
The storage of billing copies will be kept for one full financial year and archival will be moved to the Archival storage provided by the City.
- **Clearly explain any other associated fees, costs, or charges**
  - **Cost per batch:** \$10.00  
A batch is defined as one sack or tray as per USPS specs. It is usually signified by a single postal code or a group of nearby postal codes.
  - **Cost per job:** \$45 Final check and delivery and submission to the United States Post Office.

Customer Care Costs:

UTIL360 Roles	Employee Title	Key Responsibilities	Hours Rates (\$)	Number of Representative	Monthly Rates (\$)
Product Executive	Customer Care Representative - English+Spanish	<ul style="list-style-type: none"> <li>•Providing complete information about the services to the customer.</li> <li>•Solving all service related issues of the customers</li> <li>•Keeping a proper record of the customers.</li> <li>•Maintaining and updating the information of the customers regularly.</li> <li>•Providing the best possible solution to the queries of the customers.</li> <li>•Making services reports by collecting and analysing the information provided by the customers to the City</li> <li>•Conducting quality assurance surveys with customers and providing feedback to the City staff</li> </ul>	\$60.00	2	\$21,120.00

Costs incurred will only reflect the total number of hours customer care is utilized. Total out of pocket expenses for customer care will not exceed \$21,120 per month.

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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**

**Etech-360, Inc. dba 360s2g**  
Architect/Consultant/Engineer

**Utility Billing Services**  
Project Title

**850-670-5330**  
Budget Account Number

EXHIBIT E

CONFLICT OF INTEREST PROVISIONS

**None.**

**CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT**

**Etech-360, Inc. dba 360s2g**  
Architect/Consultant/Engineer

**Utility Billing Services**  
Project Title

**850-670-5330**  
Budget Account Number

EXHIBIT F

**SPECIAL PROVISIONS**

**None.**