

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

DOKKEN ENGINEERING
Architect/Consultant/Engineer

SANITARY SEWER EASEMENT DEDICATION
Project Title

320-000-8800/50424-320-4130
Budget Account Number

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THIS PROFESSIONAL SERVICES AGREEMENT (Agreement) is entered into on March 7, 2023, between the City of Chico, a municipal corporation under the laws of the State of California, (City) and Dokken Engineering, a California corporation, (Consultant).

SECTION 1 - DESCRIPTION OF PROJECT

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

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

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

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

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

the scope of the basic professional service to be provided, is required, and has given its written authorization to perform or obtain it. Each additional professional service so authorized shall constitute an amendment to this Agreement, shall be identified and sequentially numbered as "Amendment No. 1" and so forth, shall be subject to all of the provisions of this Agreement, and shall be incorporated into EXHIBIT B accordingly.

SECTION 4 - COMPENSATION

Consultant shall be compensated for professional services rendered to City pursuant to this Agreement periodically in the amounts, manner and in accordance with the payment schedule as set forth in EXHIBIT C, entitled "COMPENSATION." Amounts due to Consultant from City for professional service rendered shall be evidenced by the submission to City by Consultant of an invoice, prepared in a form satisfactory to City, setting forth the amount of compensation due for the period covered by it. Each such invoice shall be forwarded to City so as to reach it on or before the 15th day of the month next following the month or months, or other applicable period, for which the professional service invoiced were provided. All such invoices shall be in full accord with any and all applicable provisions of this Agreement. City will make payment on each such invoice within 30 days of receipt of it. However, if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, then City shall not be obligated to process any payment to Consultant until a correct and complying invoice has been submitted.

SECTION 5 - RESPONSIBILITY OF CONSULTANT

By executing this Agreement, Consultant warrants to City that Consultant possesses, or will arrange to secure from others, all of the necessary professional capabilities, experience, resources and facilities necessary to provide to City the professional services under this Agreement. In procuring the professional services of others to assist Consultant in performing the professional services set forth at EXHIBIT B or additional professional services under SECTION 3 of this Agreement, Consultant shall not employ or otherwise obtain the professional services of any person or entity known to Consultant or City to have, or be likely to develop during the term of this Agreement, an interest that is personally, or professionally, or financially adverse to any interest of City. Consultant will follow the best current, generally accepted professional practices in performing tests and procedures, making findings, rendering opinions, preparing factual presentations and providing professional advice and recommendations regarding professional services rendered under this Agreement.

SECTION 6 - RESPONSIBILITY OF CITY

To the extent appropriate to the Project contemplated by this Agreement, City shall:

6.1 Assist Consultant by placing at Consultant's disposal all available information pertinent to the Project, including previous reports and any other data relative to design and construction of the Project.

6.2 Guarantee access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform Consultant's professional services.

6.3 Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents prepared and presented by Consultant, and render verbally or in writing as may be

appropriate, decisions pertaining thereto within a reasonable time so as not to delay the progress of the services by Consultant.

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

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

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

SECTION 7 - INDEMNIFICATION

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

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

SECTION 8 - INSURANCE

Any requirements by City that Consultant carry general liability, errors and omissions, or any other type of insurance in connection with the services to be performed and/or professional services to be rendered by Consultant pursuant to this Agreement shall be as set forth in EXHIBIT

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D, entitled "INSURANCE PROVISIONS."

SECTION 9 - GENERAL PROVISIONS

9.1 Access to Records

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

9.2 Assignment

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

9.3 Changes to Scope of Services - Basic Professional Services

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

9.4 Compliance with Laws, Rules, Regulations

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

9.5 Conflict of Interest Code Applicability

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

9.6 Exhibits Incorporated

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

9.7 Independent Contractor

City and Consultant agree that the relationship between them created by this Agreement

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

9.8 Integration; Amendment

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

9.9 Jurisdiction

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

9.10 Notice to Proceed; Progress; Completion

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

9.11 Ownership of Documents

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

9.12 Subcontracts

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

9.13 Term; Termination

The term of this Agreement shall commence upon City's issuance to Consultant of a notice to proceed for all or a portion of the services, as hereinabove provided, and shall end upon City's acceptance and payment for all or such portion of the services as was authorized by such notice, including any and all retentions. Notwithstanding the foregoing, City may, in its sole

discretion, terminate this Agreement at any time and for any reason whatsoever by giving at least 10 days prior written notice of such termination to Consultant. In this latter event, Consultant shall be entitled to compensation for all professional service rendered and services performed for City to the date of such termination.

9.14 Notice

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

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

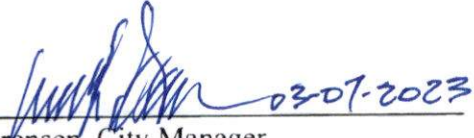
To Consultant: Dokken Engineering
110 Blue Ravine Road, Suite 200
Folsom, CA 95630-4713
Attn: Jamie Formico.

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: Matthew Griggs
Vice President Title
Dokken Engineering

APPROVED AS TO CONTENT:



Leigh Ann Sutton, Public Works Director -
Engineering

REVIEWED AS TO CONTENT:


Barbara Martin, Administrative Services Director*

*Reviewed by Finance and Information Systems

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SANITARY SEWER EASEMENT DEDICATION
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320-000-8800/50424-320-4130
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EXHIBIT A

DESCRIPTION OF PROJECT

The City proposes to obtain a Sanitary Sewer Easement Dedication for parcel 040-400-092 for the Honey Run Trunk Sewer facility. The purpose of this development is to connect the Honey Run Trunk Sewer to the Southeast Trunk Sewer through a Highway 99 crossing near Speedway Lane. In the event federal funds are used for this project, appraisal reviews shall be required.

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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:

PROJECT MANAGEMENT AND COORDINATION SERVICES

To eliminate any unforeseen issues, the Consultant's team shall work closely with applicable funding sources to ensure all changes regarding certification, documentation, and procedures are implemented. By coordinating efforts with the appropriate funding source, the Consultant ensures that all current documentation and procedures are used for right of way efforts for local public agency projects.

Consultant shall do the following once a task is assigned:

- Attain title report;
- Review title report and implement solutions for items that may affect title or cause a delay in escrow;
- Provide all gathered information to the appraiser and attain a detailed timeline to complete the assigned task;
- Monitor progress and provide any additional information to the designated appraiser;
- Review report supplied by the appraiser for quality assurance;
- Provide draft report to the review appraiser for final review and recommendations (if required);
- Prepare draft acquisition documentation for City review and approval;
- Provide final appraisal report, appraisal review (if required), and acquisition documentation to the City for final review;
- Prepare staff report for approval of just compensation;
- Make offer in person to property owner;
- Attain executed acquisition documentation from affected property owner;
- Provide possession documentation in lieu of purchase contract;

- Supply condemnation support, if required;
- Deliver fully executed documentation to escrow/title officers to close escrow and provide title insurance;
- Coordinate the close of escrow and provide original copy of acquisition file to the City;
- Provide the City with original acquisition file.

PROJECT TRACKING TABLE

Consultant shall maintain the project tracking table and ensure that it is sent to the City on the regularly requested schedule. As a component of effective project management and to keep the project on schedule and the City current with acquisition data, a project tracking table shall be created. This table shall outline milestones and supply completion dates, comments, and any additional information the City may request.

Deliverables: Project Tracking Table

OBTAIN TITLE REPORT/TITLE RESEARCH

Consultant shall obtain one (1) title report for this project. The Consultant's right of way team shall perform all necessary research for the parcel being acquired. Agents may resolve or oversee resolution of problems relating to unusual circumstances regarding title or ownership and uncover any flaws, noting any exceptions pertaining to property such as mortgage liens, restrictions, easements, and rights of way.

Deliverables: 1 Preliminary Title Report

APPRAISAL PROCESS

One (1) appraisal report shall be completed by a licensed General Real Estate Appraiser. The notice of intent to appraise letter, along with acquisition policy brochures shall be provided to the impacted property owner. The appraisal shall be arranged so that the property owner may accompany the appraiser during the inspection of the property. This allows the property owner the opportunity to provide additional information to the appraiser.

All appraisals shall be prepared by an appraiser licensed with the State of California and shall comply with all laws applicable to the specific appraisal and the Uniform Standards of Professional Appraisal Practice 49 CFR 24.2(a)(3). Appraisals shall include a summary and a complete analysis for all valuation conclusions. Documentation obtained during the inspection, such as pictures, shall be included in each report. Title information pertaining to ownership, drawings, and information relative to the parcel shall be reviewed by the appraiser.

Deliverables: 1 Appraisal Report

OBTAIN APPRAISAL REVIEW REPORT

One (1) appraisal review report shall be completed by a Certified General Real Estate Appraiser. Upon acceptance and approval of the property appraisal, an independent appraisal review shall be complete by the Consultant's subconsultant. The review includes inspecting sales to

determine comparability, reviewing appraisal for conformance to Uniform Standards of Professional Appraisal Practice, reviewing “highest and best use” conclusions, examining valuation methods, analyzing exhibits, checking mathematical calculations, and preparing a narrative report that describes the review process and sets forth the reasoning behind the review. An appraisal review is recommended to ensure that the appraisal is based on sound appraisal theory, contains appropriate documentation to support the appraisers’ conclusions, and complies with regulatory codes. A recommendation of just compensation is then made based on the reviewed, collected, assembled, correlated, and analyzed data.

Deliverables: 1 Appraisal Review Report

SUMMARY STATEMENT

Consultant shall complete a Summary Statement Relating to the Purchase of Real Property or and Interest Therein (Caltrans Exhibit 8-EX-16) for each property. This document shall be delivered to property owners with the offer package during the initial meeting.

Deliverables: Summary Statement Relating to the Purchase of Real Property or an Interest Therein (Caltrans Exhibit 8-EX-16)

NEGOTIATIONS FOR RIGHT OF WAY

One (1) parcel shall require acquisition services. All “Good Faith Negotiations” shall be completed by the Consultant’s Right of Way Team. After completion of the appraisal process and just compensation determination, Consultant shall prepare the offer package and meet with all owners in person to present and explain the offer package details. The offer package shall include the offer letter, written summary of just compensation with supporting appraisal information, property owner exhibit showing property map with right of way take locations, Title VI information, and “Your Property – Your Transportation Project” booklet. Consultant shall negotiate with the property owner to arrive at a mutually agreeable settlement and prepare necessary purchase agreements such as Grant Deeds, Easement Deeds, and Temporary Construction Easement Deeds. Consultant shall obtain receipt of delivery of offer and/or present and secure tenant information statements, as applicable, during the initial meeting.

Consultant shall contact or attempt to contact the property owner at least six (6) times within the first sixty (60) days of approval to proceed and shall make additional contacts by phone, e-mail, or through the postal service.

Consultant shall work closely with the City to aid in the recommendation of the appropriate course of action should the property owner request additional compensation and/or services beyond the initial offer package. The recommended settlement package with justification and impasse letters shall be provided to the City for review. Working with the property owner to agreeable terms will be the Consultant’s focus. There may be situations where condemnation is unavoidable, such as clouds in the title. In the event the City will need to attain property through the condemnation process, the Consultant shall assist in the preparation of all necessary condemnation reports, letters, and packages.

Additionally, the Consultant shall attend, at the request of the City, and Public Community

Meetings regarding the project.

Consultant's Right of Way Agents hold California Real Estate Salesperson's Licenses and are working under the direct supervision of a California Real Estate Licensed Broker.

Deliverables: Right of Way Agreement, Sanitary Sewer Easement Dedication, Administrative Settlement, Diary, Written Summary of Acquisition, Impasse Letters

ESCROW COORDINATION

Upon reaching an agreement on the terms and conditions of the acquisition with the property owner, the Consultant shall be available to assist the City in opening escrow. Consultant shall supply the fully executed agreement along with other supporting information to escrow to close the transaction. Consultant shall work closely with the City to assist in the timely closing of the transaction. For the convenience of the property owner, all agents on the Consultant's right of way team have a California Notary who shall be available to notarize any documentation that is required. Fully executed deeds and easements shall be delivered to the City for acceptance prior to recording. In the event escrow services are not required, the Consultant shall be available to perform these services and record the required documentation.

Deliverables: Escrow Documents and Closing Statements

RIGHT OF WAY CERTIFICATION

Consultant shall coordinate with the City and supply all required documentation for the right of way certification. Consultant shall review all acquisition documents for proper and complete execution, including formal acceptance.

Deliverables: Right of Way Certification Documentation

PROJECT CLOSEOUT

The Consultant shall provide the City with the original acquisition file for the affected parcel upon completion of the project. The acquisition file shall contain property information, diary report, written correspondence, just compensation documentation, appraisal(s), offer package, negotiations, title documentation, copies of recorded documents, and all applicable documentation.

Deliverables: Original Acquisition File

Completion Schedule

The Consultant shall complete all services outlined herein in compliance by February 28, 2025.

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EXHIBIT C

COMPENSATION

Compensation for the services shall be in accordance with the following schedule of hourly rates and tasks listed below. Total maximum compensation for the services outlined herein shall not exceed **\$29,760.00**.

Compensation shall be based upon actual invoices received.

Task Description	Right of Way Manager \$210	Senior Right of Way Agent \$170	Right of Way Agent \$110	Total Hours	Other Direct Costs	Total Cost
Project Management and Coordination Services	4			4		\$840
Project Tracking Table	4		4	8		\$1,280
Obtain Title Report/Title Research (1 Report)		2		2	\$550	\$890
Appraisal Process (1 Report)		3	3	6	\$3,750	\$4,590
Obtain Appraisal Review Report (1 Report)		2	2	4	\$1,100	\$1,660
Summary Statement			3	3		\$330
Negotiations for Right of Way (1 Parcel)	4	60	8	72		\$11,920
Escrow Coordination	5	20	15	40		\$6,100
Right of Way Certification	5		5	10		\$1,600
Project Close-Out			5	5		\$550
Total Hours	22	87	45	154		
Total Cost	\$4,620	\$14,790	\$4,950		\$5,400	\$29,760

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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

DOKKEN ENGINEERING
Architect/Consultant/Engineer

SANITARY SEWER EASEMENT DEDICATION
Project Title

320-000-8800/50424-320-4130
Budget Account Number

EXHIBIT E

CONFLICT OF INTEREST PROVISIONS

None.

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

DOKKEN ENGINEERING
Architect/Consultant/Engineer

SANITARY SEWER EASEMENT DEDICATION
Project Title

320-000-8800/50424-320-4130
Budget Account Number

EXHIBIT F

SPECIAL PROVISIONS

None.