

**CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT**

BUTTE ENVIRONMENTAL COUNCIL  
Architect/Consultant/Engineer

URBAN FOREST REVITALIZATION PROJECT ANCILLARY SUPPORT  
Project Title

100-686-5330/99276-000-4800  
Budget Account Number

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**THIS PROFESSIONAL SERVICES AGREEMENT** (Agreement) is entered into on June 10, 2021, between the City of Chico, a municipal corporation under the laws of the State of California, (City) and Butte Environmental Council, Inc., 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

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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

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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: Butte Environmental Council, Inc.  
313 Walnut Street, Suite 140  
Chico, CA 95928

**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 Orme, 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)

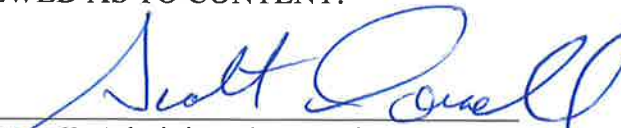
CONSULTANT:

  
\_\_\_\_\_  
Name: Caitlin Dalby  
Title: General Manager

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Erik Gustafson, Public Works Director  
Operations & Maintenance

REVIEWED AS TO CONTENT:

  
\_\_\_\_\_  
Scott Dowell, Administrative Services Director\*

\*Reviewed by Finance and Information Systems



**CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT**

BUTTE ENVIRONMENTAL COUNCIL

Architect/Consultant/Engineer

URBAN FOREST REVITALIZATION PROJECT ANCILLARY SUPPORT

Project Title

100-686-5330/99276-000-4800

Budget Account Number

EXHIBIT A

DESCRIPTION OF PROJECT

Consultant shall provide professional services to provide labor and materials through volunteers, Staff, interns, businesses and corporate sponsorship's/donations to assist the City in implementing the "City of Chico Urban Forest Revitalization Program" funded through the California Climate Change Investments Grant Agreement #8GG17407. The services to be provided include assisting the City and the City's contractor who will develop an Urban Forest Management Plan (UFMP) in developing and implementing community outreach strategies and approaches to gain resident and other stakeholder participation in:

1. Community tree planting events to plant up to 700 new trees within low-income and disadvantaged neighborhoods and other areas in Chico.
2. A community engagement program during the development of the UFMP using the International Association for Public Participation (IAPP) "INFORM-CONSULT-INVOLVE-PARTNER-EMPOWER public participation principles.

# CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

## BUTTE ENVIRONMENTAL COUNCIL

Architect/Consultant/Engineer

## URBAN FOREST REVITALIZATION PROJECT ANCILLARY SUPPORT

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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: COMMUNITY TREE PLANTING**

##### A. Preliminary Planning

1. Review all inventory, geographic maps and data, background and educational documents and materials provided by the City to gain an understanding of the project goals and objectives.
2. Identify neighborhoods, socioeconomic, civic and other groups within the a) tree planting target focus area, and b) All residents within the City limits, that should be the focus for tree planting and management plan community engagement initiatives, respectively.
3. Establish timelines & milestones for the project.

##### B. Project Management and Coordination

1. Identify principal and secondary coordinators, and assemble teams to perform the following areas:
  - Public Relations
  - Event Coordination
  - Social Media and Outreach
  - Project Implementation
  - Project Reporting

2. Maintain the following databases:

B.2.a. Tree planting data including date planted, species, size, address, greenhouse gas reporting metrics, and other parameters as directed by the City.

B.2.b. Resident tree requests and watering pledges.

B.2.c. Resident feedback data received from outreach initiatives.

### C. Identify Sponsors & Donations

Review and identify needs for the following:

4. Location: Tree planting locations; willing residents and registration; and appreciation events.

5. Materials: Tools and supplies needed to be prepped and inventoried.

6. Safety: Number of gloves, safety handouts, masks, first aid kits, and training.

7. Advertising: See Task 1 Item D. below for more details.

8. People: Number of volunteers, City Staff, Consultant's Staff, interns, and BEC Board members needed.

9. Food/Drink/Supplies: Amount of vendor donations, venue location, and others.

10. Event breakdown/Transportation: Staging of materials and cleanup after event.

11. Donors: Identify and contact recurring and potential donors.

### D. Publicity

Consultant shall promote community tree planting and outreach events and donation opportunities, identifying the City and CalFire as sponsors, through various means such as:

1. Press releases and public service announcements.

2. Paid print and online advertising.

3. Banners/flyers/posters.

4. Pertinent monthly newsletters/mailers to members via email distribution lists.

5. Webpages and blogs.

6. Social media, such as: Facebook, Twitter, Instagram, Nextdoor, etc. on a regular basis.

7. Audiovisual and radio advertisements or features and interviews including a Spanish radio station.

8. Presentations, including but not limited to schools, civic organizations, neighborhood, religious and other community groups. Online meetings and webinars can be substitutes for in-person events.
9. Staff booths at farmers markets and other community events on eighteen (18) occasions, where available and allowed under COVID restrictions.
10. Door-to-door community canvassing in focused neighborhoods.
11. Other innovative methods the Consultant may present with prior approval by the City.

E. Identify/Recruit Volunteers

1. Contact volunteer, including but not limited to:
  - E.1.a. Volunteers from previous Consultant events
  - E.1.b. Consultant membership
  - E.1.c. Corporate Volunteer Programs
  - E.1.d. CSUC fraternities, sororities, clubs, classes etc.
  - E.1.e. New volunteers through publicity and outreach through methods outlined in Task 1 Item D.
2. Provide to the City signed liability waivers and timesheets for all volunteers for all events.

F. Tree Planting Event Execution

1. Host one (1) community tree planting event during Spring and Fall of 2020, 2021 and Spring 2022.
2. Provide Customer Service to manage expectations and obligations of participating residents
3. Placement and staging of landscaping supplies, tools and other resources.
4. Conduct training to include safety protocols with Volunteers and Staff.
5. Manage the assignment of Groups/Teams.
6. Monitor progress and quality during the event and solve any issues that may arise.
7. Event Clean up, and the collection and inventory of tools and supplies.
8. Submit data to the City for planting events held by the end of each quarter in a content and format determined by the City.

9. Conduct one (1) end-of-season appreciation event, subject to any health protocols in place at the time of the event.

G. Follow Up/Annual Report

1. Obtain feedback from Consultant's Staff, City staff and participants.
2. Take inventory, tally statistics, and quantify and describe final totals for all metrics outlined in this Agreement.
3. Submit detailed Annual Reports of the above results, including photos, to the City by December 30<sup>th</sup>, 2021.

**TASK 2. URBAN FOREST MASTER PLAN OUTREACH AND REPORTING**

- A. In conjunction with the City's Urban Forest Master Plan consultant, conduct a variety of community outreach efforts to engage a representative cross-section of Chico residents using the appropriate strategies developed in Task 1 Items B, C and D above.
- B. As a minimum requirement per grant funded contractual obligations, host outreach booths at local farmers markets, or other City approved venues. Consultant is to provide a minimum of 18 events and the equivalent of a minimum of 144 hours volunteer time.
- C. Attend and present to the Bidwell Park & Playground Commission (BPPC) interim findings of the outreach efforts for at least two (2) meetings.
- D. Develop a final report analyzing and summarizing the results of the outreach efforts by December 30<sup>th</sup>, 2021 or at a later time as approved by City.
- E. In conjunction with Staff and the City's Urban Forest Management Plan Consultant, assist in presenting the final outreach results to the BPPC at a time determined by City.

Services to be Provided by City:

In addition to compensation, the City will provide:

1. Direct support in the form of personnel and equipment to assist in the distribution of tree planting event supplies, and UFMP outreach.
2. Procurement of all materials including trees, stakes, ties, and other items deemed necessary by Urban Forest Manager.
3. Quality assurance assessment of the purchased supplies.
4. Assistance in the reviewing and distribution of outreach materials, and the presentation of the interim and final reports to the BPPC.

Completion Schedule

The CalFire Grant 8GG17406 City of Chico, "City of Chico Urban Forest Revitalization Program" term is September 17, 2018 to March 30, 2022.

The Consultant shall complete all services outlined herein by March 30, 2022.

**CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT**

BUTTE ENVIRONMENTAL COUNCIL

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URBAN FOREST REVITALIZATION PROJECT ANCILLARY SUPPORT

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EXHIBIT C

COMPENSATION

Total maximum compensation for the services outlined herein shall not exceed \$49,950.00.

Compensation shall be based upon actual monthly invoices received and shall be paid in accordance with the following categories over the term of this Agreement:

Standard Billing Rates

1. **DIRECT COSTS** (materials, duplication, booths, mileage etc.,)  
Reimbursable with prior approval by City. Based on actual costs from submitted receipts.
  
2. **PERSONNEL COSTS**

General Manager	\$22/hour
Business Manager	\$18.50/hour
Intern Stipend Rate 1 (Jan-May 2021)	\$300/month
Intern Stipend Rate 2 (June 2021-March 2022)	\$375/month
  
3. **OVERHEAD/ADMIN COSTS**

Payroll Taxes	12%
Overhead and Indirect Admin	35%
Mileage Reimbursement	Current IRS mileage rate for business use.

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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.

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EXHIBIT E

CONFLICT OF INTEREST PROVISIONS

NONE.

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EXHIBIT F

SPECIAL PROVISIONS

NONE.