

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

Housing Tools
Consultant

CDBG-DR Multi-Family Housing Program
Administrative Support
May 2021-December 2026

203-000-8801/66001-203-4800

TABLE OF CONTENTS

<u>Section/Title</u>	<u>Page No.</u>
SECTION 1 - DESCRIPTION OF PROJECT	2
SECTION 2 - SCOPE OF PROFESSIONAL SERVICES - BASIC;	2
COMPLETION SCHEDULE	
SECTION 3 - SCOPE OF PROFESSIONAL SERVICES - ADDITIONAL;	2
COMPLETION SCHEDULE	
SECTION 4 - COMPENSATION	3
SECTION 5 - RESPONSIBILITY OF CONSULTANT	3
SECTION 6 - RESPONSIBILITY OF CITY	3
SECTION 7 - INDEMNIFICATION	4
SECTION 8 - INSURANCE	5
SECTION 9 - GENERAL PROVISIONS	5
9.1 - Access to Records.....	5
9.2 - Assignment	5
9.3 - Changes to Scope of Services - Basic Professional Services	5
9.4 - Compliance with Laws, Rules, Regulations	5
9.5 - Conflict of Interest Code Applicability	5
9.6 - Exhibits Incorporated	6

"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

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.

9.14 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
----------	---	----	---

To Consultant: James Coles
Housing Tools
3400 Cottage Way, Suite A4
Sacramento, CA 95925


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:

CONSULTANT:



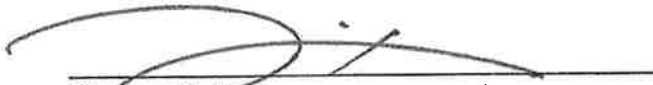
Mark Orme, City Manager*
*Authorized pursuant to Section 3.08.060
of the Chico Municipal Code



By: James Coles, Principal

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

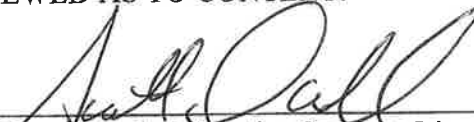


Vincent C. Ewing, City Attorney*
*Pursuant to The Charter of the
City of Chico, Section 906(D)



Brendan Vieg, Community Development
Director

REVIEWED AS TO CONTENT:



Scott Dowell, Administrative Services Director*

*Reviewed by Finance and Information Systems

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

Housing Tools
Consultant

CDBG-DR Multi-Family Housing Program

Administrative Support
May 2021-December 2026

203-000-8801/66001-203-4800

EXHIBIT A

DESCRIPTION OF PROJECT

Consultant shall provide professional services to assist the City of Chico in implementing and administering Community Development Block Grant – Disaster Recovery, Multi-Family Housing Program over the next five and a half years in response to the allocation of funds to the City as a result of the Camp Fire.

labor compliance meeting with developer and general contractor.

Activity E: Labor Compliance

Consultant will provide templates, systems, and practices to efficiently manage labor compliance. In quarterly site visits, Consultant will compare construction progress to submitted payroll certifications, conduct worker interviews, and verify prominent posting of labor law posters and the applicable wage decision.

Activity F: Reporting and Records

Consultant will maintain electronic copies of all applications, reports, and correspondence, and ensure electronic files are easily accessible by City staff, downloaded to City filing systems, and backed up on hard drive. A close-out binder will be prepared for the City if requested.

Completion Schedule

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

Activity A: Standard Agreement Process with HCD
May-June 2021

Activity B: Development of Project Solicitation
June-July 2021

Activity C: Proposal Review and Recommendation
First round is anticipated to be between August 1, 2021 and January 31, 2022; second round anticipated to be between December 1, 2021 and May 1, 2022; if funds are available, an over-the-counter round with submission of proposals to State HCD no later than December 31, 2022.

Activity D: Project Management
Anticipated to be between January 31, 2022 through individual project completions, the last of which shall receive a Certificate of Occupancy no later than May 28, 2026.

Activity E: Labor Compliance
Anticipated to be between January 31, 2022 through individual project completions, the last of which shall be no later than May 28, 2026.

Activity F: Reporting and Records
Duration of the contract through December 31, 2026.

C.4	Prepare an RFP to procure a relocation consultant if relocation is required.	-	\$1,200.00
C.5	Prepare report for Chico City Council approval of recommended proposals; participate in City Council meeting.	\$1,680.00	\$8,400.00
C.6	Submit approved projects to HCD through their web portal.	\$360.00	\$1,800.00
C.7	Manage correspondence between HCD and project applicants.	\$600.00	\$3,000.00
Total		\$8,880.00	\$45,600.00

Activity D: Project Management

D.1	Prepare and coordinate required loan and closing documents with City staff and HCD.	\$4,800.00	\$24,000.00
D.2	Participate in loan due diligence and closing meetings with developer on City's behalf.	\$960.00	\$4,800.00
D.3	Instruct and prepare compliance guidance for developers/contractors on federal requirements, incl. pre-construction labor compliance meeting.	\$1,452.00	\$7,260.00
D.4	Attend monthly draw meetings during construction, review progress payment requests, and provide to City for review and to HCD for payment.	\$4,832.00	\$24,160.00
D.5	Maintain ongoing communication with City staff and provide monthly updates.	\$6,320.00	\$31,600.00
Total		\$18,364.00	\$91,820.00

Activity E: Labor Compliance

E.1	Review payroll certifications for compliance with Davis Bacon laws.	\$7,560.00	\$37,800.00
E.2	Conduct quarterly site visits to review progress, postings and interview workers.	\$1,980.00	\$9,900.00
E.3	Correspondence with City, developer and contractor.	\$2,880.00	\$14,400.00
E.4	Organize records and produce closeout report for City at end of construction.	\$1,320.00	\$6,600.00
Total		\$13,740.00	\$68,700.00

Activity F: Reporting and Records

F.1	Prepare and submit monthly progress reports to HCD, as requested by City (<u>per month cost</u> – anticipate 66 months).	\$240.00	\$15,840.00
F.2	At contract completion, provide full records to City for monitoring purposes.	\$695.00	\$3,476.00
			\$19,316.00

Total Contingency **\$10,000.00**

Total - Not to Exceed **\$338,474.40**
All Projects

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

Housing Tools
Consultant

CDBG-DR Multi-Family Housing Program
Administrative Support
May 2021-December 2026

203-000-8801/66001-203-4800

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.

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.

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

Housing Tools Consultant

CDBG-DR Multi-Family Housing Program Administrative Support May 2021-December 2026

203-000-8801/66001-203-4800

EXHIBIT F

SPECIAL PROVISIONS

FEDERAL AND STATE REGULATION REQUIREMENTS

- A. The Contractor/Consultant agrees to comply with all State laws and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the contractor, its subcontractors, and any other State provisions as set forth in this Agreement.
- B. The Contractor/Consultant agrees to comply with all federal laws and regulations applicable to the CDBG-DR appropriation and activity(ies), and with any other federal provisions as set forth in this Agreement.
- D. Contractor/Consultant shall comply with all applicable uniform administrative requirements set forth in 2 CFR part 200. All expenditures of City funds by Contractor/Consultant shall be made strictly within the limitations of the 2 CFR part 200 which, as of the date of this Agreement, may be found here: http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.
- E. Contractor/Consultant shall comply with federal civil rights laws including, but not limited to Title VI of the Civil Rights Act of 1964, as amended (non-discrimination); Section 109 of the Housing and Community Development Act of 1974, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; and Title VIII of the Civil Rights Act of 1968, as amended (the Fair Housing Act).

Contractor/Consultant with 15 or more employees must designate a Section 504 Coordinator, establish grievance procedures and include non-discrimination notices in informational, advertising and marketing materials for CDBG funded activities.

- F. Contractor/Consultant agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

of records.

- C. Contractor/Consultant shall transfer all documents pertaining to this Agreement to the City and shall be kept for a period of five (5) years after this Agreement's termination (or for any further period that is required by law), and until all Federal or City audits are complete and exceptions resolved for this Agreement's funding period. Notwithstanding the foregoing, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

LOBBYING CERTIFICATION

By execution of Lobbying Certification (Exhibit "G"), Contractor/Consultant shall certify that Funding will not be used to support lobbying efforts and that any other funds used for lobbying will be disclosed as set forth in the Lobbying Certification.

Contractor/Consultant shall not use any of the Funding for the purpose of influencing or attempting to influence an elected official or officer or employee of any local, state or federal agency, or in support or opposition of any political candidate or ballot measure. Contractor/Consultant agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C. (the Hatch Act).