

AMENDMENT NO. 1

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

AGREEMENT DATED SEPTEMBER 20, 2021

BETWEEN CITY OF CHICO

AND

Firestorm Wildland Fire Suppression Inc. DBA Deer Creek Resources
Consultant

Community Wildfire Protection Plan
Project Title

052-000-8801/50473-052-4800
Budget Account No.

THIS PROFESSIONAL SERVICES AGREEMENT AMENDMENT (Amendment) is entered into on OCTOBER 13, 2021, between the City of Chico, a municipal corporation under the laws of the State of California (City), and Firestorm Wildland Fire Suppression Inc. DBA Deer Creek Resources, a California Corporation, (Consultant). On September 20, 2021, City and Consultant entered into A City of Chico - Professional Services Agreement (Agreement). The provisions of the Agreement are hereby amended as follows:

1. Exhibit B is hereby superseded and replaced by revised Pages B-3 (Completion Schedule) attached hereto.
2. All other provisions of the Agreement shall remain in full force and effect.

CITY:

CONSULTANT:





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

By: Carson West, Development Director

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:


Vincent C. Ewing, City Attorney*


Steve Standridge, Fire Chief

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

REVIEWED AS TO CONTENT:



Scott Dowell, Administrative Services Director*

*Reviewed by Finance and Information Systems

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AMENDED EXHIBIT B – PAGE B-3 ONLY

SCOPE OF PROFESSIONAL SERVICES - BASIC; COMPLETION SCHEDULE

Completion Schedule

The Consultant shall complete all services as listed in RFQ No. CWPP-1 in compliance with the following schedule:

Task 1: Review Existing Information – Task 1 to begin 09/20/21 and to conclude 10/24/21

Task 2: Conduct Hazard and Risk Analyses – Task 2 to be fully completed by 11/24/2021:

- **2.1 Coordination with the City Regarding Software and Analytical Tools** – To be completed by 10/27/2021
- **2.2 Develop a Hazard Assessment and Defensibility Analysis** – Task to begin 10/04/2021 and to conclude 11/24/2021
- **2.3 Conduct Community Risk Assessment** – Task to begin 10/04/2021 and to conclude 11/24/2021
- **2.4 Evaluate Current Mitigation Programs** – Task to begin 09/27/2021 and to conclude 11/24/2021
- **2.5 Establish a Series of Community Based Maps** – Task to begin 09/20/2021 and to conclude 10/07/2021

Task 3: Develop & Implement a Public Engagement Strategy – Task 3 to begin 9/27/2021 and to conclude at end of Project (04/15/2022)

Task 4. Prepare the CWPP – Task 4 to begin 12/01/2021 and to conclude 1/31/2022

Task 5: Prepare the Necessary Programmatic EIR – Task 5 to begin 10/01/2021 and to conclude 03/18/2022

The deadline for completion of the CWPP and environmental review (if needed) is April 15, 2022.

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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

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

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: Firestorm Wildland Fire Suppression Inc. DBA Deer Creek Resources
Carson West, Development Manager
1100 Fortress Street, Suite 2
Chico, CA 95973

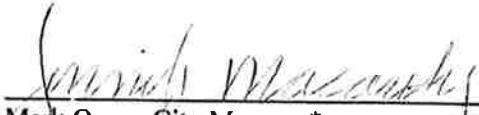
SECTION 10 - SPECIAL PROVISIONS

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: Carson West, Development Director
Leah Wills, Controller

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Vincent C. Ewing, City Attorney*



Steve Standridge, Fire Chief

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

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Budget Account Number

EXHIBIT A

DESCRIPTION OF PROJECT

To create a Community Wildfire Protection Plan (“CWPP”) that will include:

1. Creating a city-wide wildfire risk assessment for areas not included in the City’s Vegetative Fuels Management Plan.
2. Creating a parcel level Wildfire Risk Assessment for High to Very High-Risk areas
3. Developing Wildfire Pre-Plans to assist with evacuations, fire control, command and control, etc.
4. Evaluating and incorporating current and future wildfire emergency response needs for the City of Chico Fire Department.

The CWPP will meet, at a minimum, the requirements described in the Healthy Forest Restoration Act of 2003. The CWPP will serve as a framework for a comprehensive long-term strategy that will be used to:

1. Complete a thorough Risk Assessment for areas not contained in the *Vegetation Management Plan*.
2. Create Parcel-Level Risk Assessments
3. Identify and prioritize future wildfire hazard protection/mitigation projects for areas that fall outside the *Vegetation Management Plan*.
4. Identify any emergency response gaps and needs for the City of Chico Fire Department.

The Risk Assessment, Parcel-Level Assessments, identification of future mitigation projects, and emergency response gap analysis in the CWPP will incorporate information and participation from City Staff as well as the consultant’s analysis of ideas generated by statistical and data research, knowledge of existing conditions through site visits, and public outreach.

Services to be Provided by Consultant:

- a. The Consultant is to begin work immediately upon Agreement with the City and finalize a schedule of dates for completion of the following, subject to staff review:
 - Initial and subsequent meetings with City staff
 - Establishment of the final Consultant team for the Project
 - Establishment of the Project website/social medial site
 - Notification of preparation of the CWPP and EIR
 - All stakeholder meetings, site visits, and releases of public drafts
 - Initial drafts of the CWPP and EIR
 - Final drafts of the CWPP and EIR
 - Completion date
- b. The Consultant, adhering to the timelines for compliance with CEQA and the creation of the CWPP, will:
 - Keep City staff informed of the progress of the CWPP and EIR
 - Provide accurate invoices for work performed
 - Participate in the required stakeholder meetings
 - Maintain the Project website/social media sites
 - With City staff, participate in City Council and other necessary governmental meetings and be available for questions & answers. It is anticipated that at least one Planning Commission and one City Council meeting will be required
 - Deliver completed drafts of both the CWPP and EIR on or before January 31, 2022

Services to be provided by City:

- a. City staff will facilitate and review the Consultant's work in a timely manner and will:
 - Provide information, reference documents, and guidance relating to the history of the City WUI
 - Facilitate and participate in stakeholder meetings
 - Accompany the Consultant on site visits to the selected areas involved in the CWPP
 - Process the Consultant's invoices through the City purchasing process
 - Review and provide comments on administrative and final drafts of the CWPP and EIR
 - Conduct Planning Commission and City Council hearings to adopt the CWPP and certify environmental review (after the Agreement completion date)

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EXHIBIT C

COMPENSATION

Compensation for the services shall be in accordance with the following schedule of hourly rates attached as page C-2 (if applicable). Total maximum compensation for the services outlined herein shall not exceed \$89,825.00.

Compensation shall be based upon actual invoices received and shall be paid according to the following schedule:

<u>Task 1: Review Existing Information:</u>	\$4,800.00
<u>Task 2: Conduct Hazard and Risk Analyses:</u>	
• 2.1 Coordination with the City Regarding Software and Analytical Tools	\$2,800.00
• 2.2 Develop a Hazard Assessment and Defensibility Analysis	\$23,875.00
• 2.3 Conduct Community Risk Assessment	\$12,000.00
• 2.4 Evaluate Current Mitigation Programs	\$5,550.00
• 2.5 Establish a Series of Community Based Maps	\$7,100.00
<u>Task 3: Develop & Implement a Public Engagement Strategy:</u>	\$7,750.00
<u>Task 4. Prepare the CWPP:</u>	\$13,950.00
<u>Task 5: Prepare the Necessary Programmatic EIR:</u>	\$12,000.00
Total maximum compensation for the services outlined herein shall not exceed:	\$89,825.00

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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.

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.

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EXHIBIT F

SPECIAL PROVISIONS

None.