



**REQUEST FOR PROPOSAL
FOR
PROFESSIONAL REDISTRICTING CONSULTANT SERVICES**

Issue Date: **Monday, September 20, 2021**

I. PURPOSE

The City of Chico (“City”) is soliciting proposals from redistricting and demographic analysis consultants to provide City Council district mapping, demographic analysis, 2020 U.S. Census analysis, facilitation of public input and guidance throughout the process of redistricting for City of Chico electoral districts. The City is interested in a consultant with expertise and experience in the technical aspects of redistricting, community engagement and the Federal and California Voting Rights Act requirements. The City seeks a consultant it can work effectively and efficiently with to achieve project success.

II. PROPOSAL SUBMITTAL REQUIREMENTS

All proposals must be in a sealed envelope, clearly marked “Proposal for Redistricting Consultant Services” with the name of the professional firm submitting the proposal on the outermost mailing envelope. Please submit one (1) hard copy and one (1) digital copy of the proposal to the following address:

Mail or Hand Deliver To:

City of Chico
Attn: Debbie Presson
City Clerk’s Office
411 Main Street,
Chico, CA 95928

Respondents to this Request for Proposal (“RFP”) must submit completed proposals to the City no later than 5:00 p.m. on Monday, October 18, 2021.

Proposals will not be accepted after the date and time stated above. Incomplete proposals that do not conform to the requirements specified herein will not be considered. Issuance of the Request for Proposal (“RFP”) does not obligate the City to award a contract, nor is the City liable for any costs incurred by the proposer in the preparation and submittal of proposals for the subject work. The City retains the right to award all or parts of this contract to several proposers, to not select any proposers, or to re-solicit proposals. The act of submitting a proposal is a declaration that the proposer has read the RFP and understands all requirements and conditions.

For questions concerning the submittal process, anticipated work, or scope of the project, please contact Deborah R. Presson, City Clerk, via email at debbiepresson@Chicoca.gov no later than **5:00 p.m. on Friday, October 8, 2021**. Answers to questions will not be provided by telephone or email. Rather, answers to all questions or any addenda will be posted on the City of Chico’s website. It is the proposer’s responsibility to check this site.

III. BACKGROUND

The City of Chico is a charter city located in Butte County, California, with a council-manager form of government and a 7-member City Council. The City recently moved to district elections in February of 2020. Councilmembers are elected to serve four-year terms, with elections held in November of even numbered years. City Council seats are staggered, with either three or four seats up for each election. The next election will be held in November of 2022, where three seats will be up for election. Pursuant to Elections Code Section 21601 and the Chico Municipal Code Section 1.30.250, “the City Council shall adjust the boundaries of any or all of the districts following each decennial federal census.”

Elections Code section 21622(a)(3) requires that, for redistricting occurring before 2031 and where a city does not have a regular election occurring after January 1, 2022, and before July 1, 2022, the boundaries of the council districts shall be adopted by the City Council no later than 205 days before the City’s next regular election occurring on or after July 1, 2022. **Accordingly, the redistricting process in the City of Chico must be completed by April 17, 2022.**

In October 2019, Governor Newsom signed into law AB 849, The Fair and Inclusive Redistricting for Municipalities and Political Subdivisions (FAIR MAPS) Act. The FAIR MAPS Act requires that, to

the extent practicable, district lines must be adopted using the following criteria: (1) geographically contiguous districts, (2) the geographic integrity of local neighborhoods or communities shall be respected in a manner that minimizes its division, (3) geographic integrity of a city shall be respected in a manner that minimized its division, (4) easily identifiable boundaries that follow natural or artificial barriers (rivers, streets, highways, rail lines, etc.), and (5) lines shall be drawn to encourage geographic compactness. In addition, boundaries shall not be drawn for purposes of favoring or discriminating against a political party.

Elections Code section 21627 and 21627.1 requires that City Council hold public hearings before adopting the boundaries of council districts. Before adopting a final map, the council shall hold at least four (4) public hearings at which the public is invited to provide input regarding the composition of one or more council districts:

- At least one (1) public hearing shall be held before the council draws a draft map or maps of the proposed council boundaries
- At least two (2) public hearings shall be held after the council has drawn a draft map or maps of the proposed council boundaries
- One final hearing for adoption of a map that has been made public for 7 days prior to adoption

IV. SCOPE OF SERVICES

The City requests the professional services of a qualified individual or consulting firm (“Consultant”) to provide demography services and to assist City staff in the redistricting of City Council districts in accordance with the 2020 US Census, Chico City Charter and Municipal Code, as well as state and federal law. The City seeks a qualified Consultant that has expertise in:

- Local jurisdiction electoral redistricting, primarily involving cities;
- The Federal Voting Rights Act;
- The California Voting Rights Act;
- Mapping and balancing electoral districts;
- Explaining complex topics to others who may be unfamiliar in the subject matter;
- Presenting information in a public setting such as a City Council or community meeting;
- Analyzing statistical, demographic, and census data, to support City staff;
- Assisting in the drawing of City Council district boundaries.

Consultant shall use the 2020 Census redistricting data, with the data specifically tailored to the City of Chico, including the reallocation of incarcerated populations consistent with new state laws. The data shall include use of the most recent American Community Survey dataset, including estimated total population and Citizen Voting Age Population which quantifies ethnic populations for the purposes of the Federal Voting Rights Act.

Consultant shall be responsible for managing the redistricting process from start to finish in compliance with all regulations and timelines. Consultant will have a clear obligation for the City's redistricting process to meet full compliance with all applicable law and will work closely with the City Attorney's Office or outside legal counsel, if any, to ensure the review and satisfaction of all legal requirements related to redistricting. Consultant will also review and advise on the City's redistricting process and final map to ensure compliance with the federal, state and local laws including: Federal Voting Rights Act, California Voting Rights Act, Chico City Charter, Chico Municipal Code, all other applicable federal, state and local laws. Consultant must ensure successful City Council District redistricting by providing professional support to City staff, including:

- Respond to inquiries from City staff promptly by phone or email as requested;
- Assist with the preparation of informational materials, maps, presentations, or other reports related to redistricting;
- Attend approximately **four (4) public meetings** on an as-needed basis held at various times and locations including nights and weekends;
- Create a user-friendly digital interface that allows the City Council members and members of the public to draw their own district boundaries. The program should also guide the user in complying with all applicable laws;
- Analyze the new 2020 Census data to configure changes to current City Council districts
- Create draft maps and evaluate draft maps prepared by the City Council members and the public to determine whether they are population balanced and satisfy all applicable laws;
- Assist with implementing an open and transparent process that enables public consideration of, and comment on, the drawing of districting boundaries;
- Attend City Council meetings and make presentations, as appropriate; and
- Other tasks requested by the City Council or City staff that relate to the redistricting process.

V. PROPOSAL REQUIREMENTS

All proposals shall include the following information, organized as separate sections of the proposal. The proposal should be concise and to the point

CONSULTANT IDENTIFICATION

Provide the name of the firm, the firm's principal place of business, the name, telephone number, and email address of the contact person and company tax identification number.

COST PROPOSAL

The proposal shall include pricing for all services. Pricing shall be all inclusive unless indicated otherwise on a separate pricing sheet. The Proposal shall itemize all services, including hourly rates for all professional, technical and support personnel, and all other charges related to completion of the work shall be itemized.

QUALIFICATIONS AND EXPERIENCE

- a. Consultant must demonstrate in its proposal the following:
 - Experience drawing district boundaries for a statistical metropolitan area with a population of at least 75,000 people;
 - Experience conducting redistricting trainings and informational sessions for the public, City Council and City staff; and
 - Experience with facilitating meetings with City Council, City staff and members of the public to solicit robust redistricting process input.

- b. Consultant must provide in its proposal résumés for each person who will be assigned to the project, including:
 - The lead personnel/project manager;
 - Any secondary supporting personnel to be utilized for this project;
 - Any additional staff; and
 - Education, experience, and expertise with pertinent information demonstrating qualifications for this RFP.

- c. Consultant must include in its proposal a minimum of three (3) recent examples of similar projects in which Consultant conducted work to produce a district map for districting or redistricting purposes. Each example should include:
 - Title of the project;
 - Name of the client;
 - Brief description of the project;
 - Name and contact information of the project manager, phone number and email address; and

- d. Consultant must disclose in its proposal any previous mapping challenges and outcomes:
 - Provide a list of any projects for which the Consultant has drawn voting district maps for a redistricting process that were challenged for failing to meet legal requirements; or were subject to a legal challenge, but were implemented substantially as originally drafted.

- e. If your organization has had a contract terminated in the last five (5) years, describe such incident.
 - Submit full details of the terms including the other party's name, address, and phone number. Present the vendor's position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience.
 - If the firm has not experienced any such termination for default or early termination in the past five (5) years, so indicate.

CLIENT REFERENCES

Provide a minimum of five (5) client references. References should be California cities or other large public sector entities. Provide the designated person's name, title, organization, address, telephone number, email address, and the project(s) that were completed under that client's direction.

PROPOSED SCHEDULE

A project schedule/timeline shall be included in the proposal. The purpose of the schedule is to describe the anticipated duration of the tasks identified in the proposed scope of work once given a notice to proceed.

VI. SELECTION CRITERIA

The following sample of criteria and the points for each criterion, for a total of 100 points, may be used in evaluating and rating the proposals:

- 1. Relevant Experience30 points**
 - Past, recently completed, or on-going local government projects to substantiate experience.
 - Experience on providing services like those described in this RFP.
 - Prior experience and ability to work with Elected Officials, City staff, community groups, and other stakeholders.

- 2. Approach20 points**
 - Understanding of the nature and extent of the services required.
 - Work plan outlining how services will be performed.
 - Awareness of potential problems and providing possible solutions.
 - Understanding of the public outreach strategy required for this project.
 - Special resources the team offers that are relevant to the successful completion of the project.

- 3. Qualifications and Organization20 points**
 - Professional background and qualifications of team members and firms comprising the team.
 - Current workload, available staff and resources.
 - Capacity and flexibility to meet proposed Work Plan schedules, including any unexpected work.
 - Ability to perform on short notice and under time constraints.
 - Cost control procedures in design and construction.
 - Ability to perform numerous projects at the same time.

- 4. Other Factors.....10 points**
 - Presentation, completeness, clarity, organization, and responsiveness of proposal.

- 5. Cost20 points**

A selection panel will be convened of staff from the City Attorney’s Office, the City Manager’s Office, and the City Clerk’s Office to review and score the proposals.

All proposals submitted by the required deadline will be reviewed for adequacy, completeness, content, project approach, qualifications and other criteria developed during the review process. Consultants who have submitted proposals which pass the initial review may be invited for interviews approximately one (1) week after submittal by the selection panel. The City reserves the right to conduct interviews of those Consultants who pass the initial review or select a consultant without conducting interviews.

The contract will be awarded to the Consultant deemed by the City to be the best qualified for the scope of work. The following is the City's tentative schedule for selection of the Consultant:

- Issuance of RFP: **September 20, 2021**
- Deadline for RFP Submittal: **October 18, 2021, at 5:00 p.m.**
- Notification for Interviews: **October 20, 2021**
- Review and Evaluation: **October 20, 2021 – October 29, 2021**
- Award of Contract: **November 1, 2021**

VII. PAYMENT

Invoices must be fully itemized and provide sufficient information for approving payment and audit. Invoices must be accompanied by receipt for services in order for payment to be processed. Mail invoices to the City Clerk as follows and reference the Project Title:

Mail to: City of Chico
Attn: Debbie Presson
City Clerk's Office
411 Main Street
Chico, CA 95928

The City will make payment to the vendor within 30-days of receipt of a correct and complete invoice.

VIII. PUBLIC RECORDS ACT

All proposals submitted in response to this RFP become the property of the City and are subject to the requirements of the California Public Records Act (California Government Code Section 6250 et seq.) Once a successful proposal is identified or all proposals are rejected, all proposals shall be deemed public records. The proposer must identify in writing all copyrighted material, trade secrets, or other proprietary information the proposer claims are exempt from disclosure under the Public Records Act. Proposers claiming exemption must include the following statement in their proposal: The proposer agrees to indemnify and hold harmless the City, its officers, employees, and agents from any claims, liability, or damages against the City, and to defend any action brought against the City for proposer's refusal to disclose such material, trade secrets, or other proprietary information to any party. Failure of a proposer to include this statement and/or identify in writing the claimed exempt material shall be deemed a waiver of any exemption from disclosure under the Public Records Act. Requests to review proposal submissions will not be allowed until after a Staff Recommendation is made.

IX. STANDARD OF PERFORMANCE

While performing the Services, Consultant will exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the urban Northern California Area. Consultant will also use reasonable diligence and best judgment while exercising its professional skill and expertise.

X. LABOR CODE PREVAILING WAGES

To the extent required by law, Consultant will comply with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, workers' compensation and prevailing wages.

XI. NON-DISCRIMINATION POLICY

Consultant will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment. Pursuant to Chico Municipal Code section 3.08.065, the City shall require that its seller, vendors, suppliers, and contractors shall not discriminate against any person in access to or provision of service in any manner on the basis or race, sex, color, age, national origin, religion, ethnic derivation, citizenship status, physical or mental disability, medical condition,

AIDS/HIV status, genetic information, political activities or affiliations, military and veterans status, sexual orientation, gender identity, or marital status, unless exempted by state or federal law or otherwise indicated.

XII. SAMPLE CITY OF CHICO PROFESSIONAL SERVICES AGREEMENT

See following page.

SAMPLE

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

Consultant

Project Title

Budget Account Number

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THIS PROFESSIONAL SERVICES AGREEMENT (Agreement) is entered into on _____, 20__, between the City of Chico, a municipal corporation under the laws of the State of California, (City) and _____, a(n) individual/partnership/ California (or other state of incorporation) 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 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:

SECTION 10 - SPECIAL PROVISIONS

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

[Signatures on following page.]

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

CITY:

CONSULTANT:

Mark Orme, City Manager*

By:

Title:

*Authorized pursuant to Section 3.08.060
of the Chico Municipal Code

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Vincent C. Ewing, City Attorney*

Name of Department Head & Title

*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

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

Architect/Consultant/Engineer

Project Title

Budget Account Number

EXHIBIT A

DESCRIPTION OF PROJECT

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

Architect/Consultant/Engineer

Project Title

Budget Account Number

EXHIBIT B

SCOPE OF PROFESSIONAL SERVICES - BASIC; COMPLETION SCHEDULE

Scope of Professional Services - Basic

The Consultant shall provide professional services as follows:

(List tasks or phases detail.)

Services to be Provided by City

Completion Schedule

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

(or “within _____ days/weeks/months of receipt of the City’s Notice to Proceed.”)

(Tie completion schedule to logical task/phase completion points.)

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

Architect/Consultant/Engineer

Project Title

Budget Account Number

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 \$_____.

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

or “in accordance with the completion of each task as follows:”

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

Architect/Consultant/Engineer

Project Title

Budget Account Number

EXHIBIT D

INSURANCE PROVISIONS

IF NO INSURANCE PROVISIONS ARE REQUIRED, ENTER “NONE.”

IF GENERAL LIABILITY IS REQUIRED, KEEP THE FOLLOWING LANGUAGE:

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.

Completed Operations

IF COMPLETED OPERATIONS IS REQUIRED, ADD THE FOLLOWING LANGUAGE:

Consultant/Contractor shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following the completion of this project. In the event consultant/contractor fails to obtain or maintain completed operations coverage as required by this agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid by consultant/contractor.

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.

IF PROFESSIONAL LIABILITY INSURANCE IS REQUIRED, ADD THE FOLLOWING LANGUAGE:

Professional Liability Insurance

Consultant/Contractor shall obtain professional liability (errors and omissions) insurance, with a minimum \$500,000 or \$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.

IF TAIL COVERAGE IS REQUIRED, ADD THE FOLLOWING LANGUAGE:

Tail Coverage

Consultant/Contractor shall provide such evidence of professional liability insurance for a period of one year following the date that the project has been constructed and accepted as complete by City.

IF POLLUTION/ENVIRONMENTAL IMPAIRMENT LIABILITY COVERAGE IS REQUIRED, ADD THE FOLLOWING LANGUAGE:

Pollution/Environmental Impairment Liability

Consultant/Contractor shall obtain pollution/environmental impairment liability insurance with the same minimum policy limits set forth above for the commercial general liability insurance.

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

Architect/Consultant/Engineer

Project Title

Budget Account Number

EXHIBIT E

CONFLICT OF INTEREST PROVISIONS

IF CONFLICT OF INTEREST PROVISIONS ARE NOT REQUIRED, ENTER “NONE.”

IF CONFLICT OF INTEREST REQUIRED, ADD THE FOLLOWING LANGUAGE:

Applicable City Conflict of Interest Code Disclosure Categories

Pursuant to the provisions of Chico Municipal Code Section 2R.04.180 (City’s Conflict of Interest Code) as well as the Model Conflict of Interest Code promulgated by the State Fair Political Practices Commission in Section 18730 of Title 2 of the California Code of Regulations which is incorporated by reference into the City’s Conflict of Interest Code, the City Manager has determined that the following natural persons employed by Consultant and identified below, in connection with the Project, will be required to report as provided by the City’s Conflict of Interest Code in the Disclosure Categories indicated below.

Accordingly, each such person shall, within 30 days after the execution of this Agreement, on or before April 1 of each year during the term of this Agreement, and within 30 days after completing performance of all duties and obligations under this Agreement, file a Disclosure Statement with the City Clerk which sets forth all of the information pertaining to the required disclosure categories as identified herein. Such persons further understand and agree that if he/she/they fail to comply with the City's Conflict of Interest Code and/or fail to file the required Disclosure Statement, he/she/they will be subject to the criminal penalties and civil sanctions provided for in California Government Code Section 81000, et seq.

Identification - Consultant's Project Manager(s)/Principal(s) who are required to file disclosure statements:

Name	Title
_____	_____
_____	_____
_____	_____
_____	_____

Required Disclosure Categories

1. Investments in Business Entities

- ()1a. Any direct or indirect investment in a business entity worth more than \$1,000 where the business entity is located or doing business in the City.

- ()1b. Any direct or indirect investment in a business entity worth more than \$1,000 where the business entity is engaged in contracting with or selling to the City.

- ()1c. Any direct or indirect investment in a business entity worth more than \$1,000

where the business entity is located or doing business in the City of Chico and is engaged in the building and construction industry.

- ()1d. Any direct or indirect investment in a business entity worth more than \$1,000 where the business entity is located or doing business at the Chico Municipal Airport.

2. Interests in Real Property

- ()2a. Any direct or indirect interests in real property worth more than \$1,000 where the real property is located within the City of Chico or within two miles of the City of Chico's boundaries.
- ()2b. Any direct or indirect interests in real property worth more than \$1,000 where the real property is located at the Chico Municipal Airport.

3. Sources of Income

- ()3a. Any source of income, other than loans by a commercial lending institution in the regular course of business, aggregating \$250 or more in value, where the source of income is located or doing business in the City.
- ()3b. Any source of income, other than loans by a commercial lending institution in the regular course of business, aggregating \$250 or more in value, where the source of income is engaged in contracting with or selling to the City.
- ()3c. Any source of income, other than loans by a commercial lending institution in the regular course of business, aggregating \$250 or more in value, where the source of income is located or doing business in the City of Chico and engaged in the building and construction industry.

()3d. Any source of income, other than loans by a commercial lending institution in the regular course of business, aggregating \$250 or more in value, where the source of income is located or doing business at the Chico Municipal Airport.

4. Business Entities in Which the Architect Project Manager(s)/Principal(s) are Director(s), Officer(s), Partner(s), Trustee(s), Employee(s), or Hold(s) Any Position in Management.

()4a. Any business entity in which such individual(s) is a director, officer, partner, trustee, employee, or holds any position in management where the business entity is located or doing business in the City of Chico.

()4b. Any business entity in which such individual(s) is a director officer, partner, trustee, employee, or holds any position in management where the business entity is engaged in contracting with or selling to the City.

()4c. Any business entity in which such individual(s) is a director, officer, partner, trustee, employee, or holds any position in management where the business entity is located or doing business in the City of Chico and is engaged in the building and construction industry.

()4d. Any business entity in which such individual(s) is a director, officer, partner, trustee, employee, or holds any position in management where the business entity is located or doing business at the Chico Municipal Airport.

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

Architect/Consultant/Engineer

Project Title

Budget Account Number

EXHIBIT F

SPECIAL PROVISIONS

(If no special provisions are required, enter "None".)