

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

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THIS PROFESSIONAL SERVICES AGREEMENT (Agreement) is entered into on May 25, 2021, between the City of Chico, a municipal corporation under the laws of the State of California, (City) and Housing Tools, an individual, (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 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: 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:



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

CONSULTANT:



By: James Coles, Principal

APPROVED AS TO FORM:



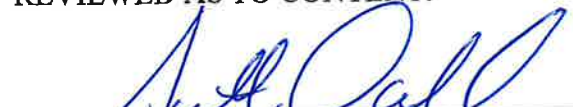
Vincent C. Ewing, City Attorney*
*Pursuant to The Charter of the
City of Chico, Section 906(D)

APPROVED AS TO CONTENT:



Brendan Vieg, Community Development
Director

REVIEWED AS TO CONTENT:



Scott Dowell, Administrative Services Director*

*Reviewed by Finance and Information Systems

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

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Administrative Support
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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.

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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:

Activity A: Standard Agreement Process with HCD

Consultant will host a kick-off meeting to assess the City's goals and constraints to best assist in reviewing and finalizing a Standard Agreement that will work for all parties involved. Consultant will provide assistance to the City in assembling, submitting, and revising General Conditions Checklist items, as well as responding to questions from HCD.

Activity B: Development of Project Solicitation

Consultant will utilize the State of California 2018 CDBG-DR Action Plan, the HCD Disaster Recovery Multifamily Housing Program Policies and Procedures Manual, with the HUD Project-Specific RFP Tool as a base template to establish program requirements and develop a Housing Project RFP and application. Draft RFP will be submitted to HCD for review prior to releasing to the public. Consultant will work with the City to understand its local priorities for project solicitation.

Activity C: Proposal Review and Recommendation

Consultant will conduct the proposal review with the following steps: 1) threshold review; 2) score according to City criteria; 3) conduct statutory NEPA review, initiate process and review prepared Environmental Assessments; 4) determine whether relocation is necessary and conduct procurement; 5) rank all proposals in the RFP round; 6) underwrite and perform duplication of benefits review on selected proposals; 7) present funding recommendations to City Council; and 8) submit approved projects to HCD.

Activity D: Project Management

Consultant will attend monthly draw meetings and other on-site visits as necessary. Consultant will work with City attorneys and staff to develop loan documents, complete due diligence for loan closing, coordinate with other lenders and funding programs, and provide guidance to developers and contractors with regard to federal requirements. Consultant will review bid packages and construction contracts for labor compliance, as well as host a pre-construction

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.

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EXHIBIT C

COMPENSATION

Compensation for the services shall be in accordance with the following schedule of hourly rates below at table C-2. Total maximum compensation for the services outlined herein shall not exceed \$338,474.40.

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

Table C-1: Anticipated Total Cost of Project

		<u>Cost per</u> <u>Project</u>	<u>Anticipated</u> <u>Total Cost*</u>
<u>Activity A: Standard Agreement Process with HCD</u>			
A.1	Review draft Standard Agreement and respond to City/HCD questions.	-	\$960.00
A.2	Assist City in completing the General Conditions Checklist.	-	\$1,440.00
Total			\$2,400.00
<u>Activity B: Development of Project Solicitation</u>			
B.1	Develop selection criteria and funding schedule.	-	\$4,320.00
B.2	Develop RFP and application.	-	\$11,520.00
B.3	Submit draft RFP to HCD for review, make revisions, respond to questions, publish RFP.	-	\$1,440.00
Total			\$17,280.00
<u>Activity C: Proposal Review and Recommendation</u>			
C.1	Review proposals and rate/rank per selection criteria.	\$1,200.00	\$6,000.00
C.2	Underwrite selected proposals, incl. duplication of benefit review.	\$1,200.00	\$6,000.00
C.3	Conduct NEPA review and coordinate with City staff, applicant, consultants and SHPO. Submit RROF to HCD.	\$3,840.00	\$19,200.00

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

***Proposal reflects fixed costs for Activities A, B, C.4.. Activities C.1, C.2., C.3, C.5, C.6, C.7, D, E, and F.2 are on a per housing project proposal basis. Proposal anticipated five (5) housing proposals, though additional projects are possible. Activity F.1 is on a per month basis anticipating 66 months.**

Compensation shall be based upon actual invoices received and shall be paid as a percentage of completion per the schedule of activities and tasks, and in accordance with the following schedule of hourly rates and

Table C-2: Hourly Rates

<u>Title</u>	<u>Hourly Rate</u>
Principal	\$120.00
CD Manager	\$120.00
CD Consultant	\$120.00
HD Senior Project Manager	\$120.00
HD Consultant	\$120.00
CD Project Specialist	\$100.00
HD Assistant Project Manager	\$90.00

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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.

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EXHIBIT E

CONFLICT OF INTEREST PROVISIONS

None.

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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.

SUSPENSION AND DEBARMENT

- A. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor/Consultant is required to verify that none of the Contractor's/Consultant's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. The Contractor/Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters in to.
- C. This certification is a material representation of fact relied upon by City. If it is later determined that the Contractor/Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

LEGAL COMPLIANCE

The Contractor/Consultant agrees to comply fully with all applicable federal, state, and local laws, ordinances, regulations, and permits, including but not limited the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning CDBG, including subpart K of these regulations, except that (1) the Contractor/Consultant does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Contractor/Consultant does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Contractor/Consultant shall maintain all presently required permits and shall secure any new permits required by authorities herein with jurisdiction over the work, project, or services provided by Contractor/Consultant with the Funding.

NON-DISCRIMINATION CLAUSE

Contractor/Consultant shall not discriminate against any employee, recipient of Contractor/Consultant's services, or any other person on the grounds of sex, race, creed, color, national origin or ancestry, religion, age, familial or marital status, medical condition, genetic information, gender, source of income, veteran status or disability.

DOCUMENTS, REPORTS AND RECORDS

- A. Contractor/Consultant shall submit regular progress reports to the City in the form, content, and frequency as required by City.
- B. Contractor/Consultant's obligation(s) to the City under this Agreement shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all used materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship

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).

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 "G"

LOBBYING CERTIFICATION

THE UNDERSIGNED CERTIFIES, TO THE BEST OF HIS OR HER KNOWLEDGE AND BELIEF, THAT:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor/Consultant

Date