

# **CITY OF CHICO**



## **REQUEST FOR QUALIFICATIONS HOMELESS SERVICES**

**Re-Release Date: June 16, 2021**

**Deadline for Questions: June 19, 2021 at 5:00 pm**

**Deadline for Proposals: June 22, 2021 at 5:00 pm**

**SUBJECT: REQUEST FOR PROPOSALS – HOMELESS SERVICES**

This Request for Qualifications (RFQ) is being issued by the City of Chico (City) to identify qualified and available organizations, agencies or other vendors to provide certain resources and services for unsheltered persons experiencing homelessness at a specified resting area (location).

The City is seeking to understand interest, capacity and recommended approach of organizations that are qualified to help the City expand and create a new resting environment. Specifically, the City is interested in obtaining proposals for:

- Operation of 24/7 managed resting environment; and
- Street outreach services focused on directing individuals to sanctioned facilities; and
- Proposed policies, procedures, participation practices, eviction process, and engagement rules.

As funding allows, the City of Chico will enter into one or more “as needed” contract purchase orders, grant agreements or professional service agreements to provide the above described services. No respondent shall have any legal or equitable right or obligation to enter into a contract or to perform the work as a result of being deemed qualified.

The City will provide, have prepared, and will cover the costs of, the following at the resting site:

- Perimeter fencing
- Handwashing stations
- Shade tent
- Portable toilets
- Waste receptacles and waste service
- Public transportation bus services

**Funding:**

- The City anticipates funding from a variety of sources such as Federal, State, Private and local Grants or other available sources.
- Funds for this solicitation may be renewable annually, depending on the availability of funds, successful performance of contract obligations, and compliance with City of Chico mandates. Annual funding may increase or decrease depending on availability of funding.

**Independent, Coordinated, and/or Collective Contracts:**

The City is interested in learning about interest and capacity in meeting the homeless service needs as outlined in the below overview of work. In contemplating contracts for said work, the City may seek to have certain services conducted wholly and independently by individual respondents, or certain services could be coordinated and conducted collectively between different service providers.

If your firm is interested in providing such services please submit one PDF file of your proposal to Suzi Kochems, Homeless Solutions Coordinator, at [suzi.kochems@chicoca.gov](mailto:suzi.kochems@chicoca.gov) no later than 5: 00 pm on **June 22, 2021**. Proposals received after this date and time will not be considered.

**PURPOSE AND OBJECTIVES**

Governments at various levels across the entire country are struggling to address increasing number of unsheltered individuals who are living precariously and without stable housing. A variety of factors have contributed to the situation, including, but not limited to system inadequacy of available funding,

economic factors, lack of affordable housing, lack of mental health services, a rise in substance abuse and a wide range of other contributing factors.

Beginning in March 2020, COVID-19 response changed the manner in which jurisdictions managed their homeless crises, with acute focus on public health outcomes and preventing widespread infection, disease and mortality from the virus. Relatedly, the Centers for Disease Control set forth guidelines intended to limit infection spread and maintain health connections for persons living in encampments. The CDC's guidance caused local and state jurisdictions to leave encampments in place, and as a result, some encampments have grown in size, leading to public safety, crime, environmental and nuisance conditions. Although the County of Butte, in coordination with multiple service organizations, expanded shelter options at the onset of the pandemic through Project Roomkey, there are currently many individuals camping together, within City limits, in unmanaged encampments. The current conditions in some of these camps are dire, with known human waste, discarded hypodermic syringes, trash accumulation, rodent vectors, environmental damage, life safety risks, crime, and substandard living conditions for occupants.

To address these issues, the Chico City Council has directed staff to evaluate and coordinate the establishment of a resting environment to provide unhoused individuals with a location to safely sleep at night. The Council also directed staff to consider opening a 24/7 managed resting environment. The Council focused on allowing these services on City-owned properties, but Council has also recognized the possibility that other sites could be utilized.

Services will require coordination and partnerships with the County and local non-profits.

It is expected that these services, as applied across a continuum of intervention approaches, will increase outreach to individuals living in encampments, provide new short-term crisis intervention safe resting locations, and provide supportive services to improve access to hygiene, storage and housing navigation to individuals living in encampments and those transitioning out of homelessness.

The programs/services described in this RFQ are outlined below with specific tasks. Respondents may bid on the entire scope of services for all programs, may select specific projects or sub-projects to bid and are not required to bid on all programs or task within the scope of services.

## **SCOPE OF SERVICES**

***Prospective Vendors are being solicited to bid for direct services to persons experiencing homelessness, as described below. Prospective Vendors may submit a bid based on the elements specified below. For each element, specify staffing plan, budget, and narrative descriptive plan for accomplishing stated objectives. All vendors must be willing to comply with grant funding laws and regulations and have the operational capacity to do so. These requirements may include federal record-keeping, reporting and financial requirements under 24 CFR Part 570 and 2 CFR Part 200.***

***Respondents to the RFQ must adhere to the Centers for Disease Control (CDC) Guidance, updated on June 7, 2021, when providing services to people experiencing unsheltered homelessness. The interim guidance is intended to support response to COVID-19 by local and state health departments, homelessness service systems, housing authorities, emergency planners, healthcare facilities and homeless outreach services. Respondents should also familiarize themselves with the CDC's interim***

***guidance for Homeless Shelters and interim guidance for communities of faith for other information related to their staff and organizations. As sleeping outdoors often does not provide protection from the environment, adequate access to hygiene and sanitation facilities, or connections to services and healthcare, is of utmost concern.***

**Service Category 1:**

**Operation of Temporary Resting environment (24/7 Managed Resting Site):**

Operate harm reduction-based, 24/7 managed resting site for homeless individuals or families. The number of participants served will vary by size of proposed site, but the City is particularly interested in programs that could accommodate up to 50 people. Varying degrees of barriers may be considered for different programs; however, operation of accessible, low barrier programs are of particular interest.

Individual sheltering options within each program location may consist of tents or mats.

Operators may also propose a privately-owned site where they have either ownership or an operational agreement with the owner. Or, individuals or organizations may propose sites to be used for services or facilities, even if those with site control are not proposing to operate a facility or directly provide a service. Bidders may propose an alternative program location, but final approval and oversight will be the purview of the City.

It is expected that Bidders understand the population they are expected to serve (e.g., single persons with barriers to entry (e.g., pet allowances, substance use, criminal history, etc.).

**Task A: Operate a 24/7 Managed Resting Site program at a City-owned project site**

All programs should include:

- a. Site management, including staffing for operations, security and property management; and
- b. Coordination with service providers from the County, local non-profit providers, hospitals/clinics and other organizations to facilitate connections to services provided by those entities; and
- c. General indications of how individuals with disabilities will be accommodated, as necessary; and
- d. Coordination with the community to address issues that arise in nearby areas

In addition, programs could include:

- a. Ability to accommodate participants with pets, including pet relief area

Should any of the following services be included, the costs and programming for such services shall be separately and independently identified:

- a. Procurement of goods and services related to operations, e.g.-mobile laundry, meal services, security, lighting, cameras, storage for participant belongings, etc.
- b. Client services/case management/outreach. While typically a County or Continuum of Care (CoC) function, the City may be interested in engaging with respondents on

the provision of client services and case management such as health services/referrals, referrals to permanent housing, workforce training, etc., to complement programming and enhance housing outcomes.

Respondents may, separately and independently from the services above, identify the costs and programming for placement of, and servicing of, port-o-potties and associated hand washing stations.

***Service Category 2:***

**Sites Offered to Provide Any of the Services Contemplated in this RFQ**

**Task A: Offering of locations where services can be provided**

Some respondents to the RFQ may not have the staffing or resources to operate facilities contemplated as part of other Service Categories, but they may own, lease, or otherwise control land that could be offered as locations where services contemplated in the other Service Categories could operate. These locations may be combined with proposals for Service Category 1 above or Service Categories 3-4 below.

***Service Category 3:***

**Street Outreach**

**Task A: Provide Street Outreach Services**

These services should focus on directing individuals to housing programs, emergency shelter, hygiene facilities or other service categories. This outreach effort shall complement County public health and benefits outreach as appropriate but shall not replace any County outreach efforts. Bidders should specify numbers of FTE, number of street outreach hours per week, and potential outcomes.

***Service Category 4:***

**General Homeless Services**

**Task A: General Services to Address Unsanctioned Camping in the City**

Bidders may propose a range of services and interventions not specifically outlined in Service Categories 1-3 above that address unsanctioned camping in the City. Please be specific in describing the population to be served, the proposed model of service and the proposed outcomes. Respondents should include copies of the organization's policies and procedures for operating a resting environment, eligibility criteria/exclusion criteria, participation requirements, length of stay, eviction appeals, rules of stay, good neighbor policy, etc.

**PROPOSAL CONTENTS**

**GENERAL INFORMATION**

1. The successful respondent selected for this service shall obtain or provide proof of having a current City of Chico Business License Tax Certificate.
2. The City reserves the right to reject any and all bids.

3. Sample Professional Services Agreement

**Vendor will agree to a standard Professional Services Agreement similar to the sample attached.**

4. Insurance Requirements

a) Vendor will provide Certificate of Insurance(s) for Professional Liability, Commercial General Liability, Auto Liability, and Workers' Compensation. Respondent must be able to prove coverage with respect to having pets at the resting environment.

5. Vendor's Qualifications

a) Vendor represents that Vendor has the qualifications and skills necessary to perform the services, as described in Vendor's proposal, in a competent and professional manner without the advice or direction of the City. Vendor's services will be performed in accordance with the generally accepted principles and practices applicable to Vendor's trade or profession. The Vendor warrants that the Vendor, and the Vendor's employees and sub-Vendors are properly licensed, registered, and/or certified as may be required under any applicable federal, state and local laws, statutes, ordinances, rules and regulations relating to Vendor's performance of the Services. All Services provided shall comply with all applicable laws and regulations. Vendor will promptly advise City of any change in the applicable laws, regulations, or other conditions that may affect the City's program or Vendor's Services. This means Vendor is able to fulfill the requirements of its proposal.

6. The following City staff are available to answer RFQ and Project related questions

Suzi Kochems, Homeless Solutions Coordinator, (530) 228-7811 or [suzi.kochems@chicoca.gov](mailto:suzi.kochems@chicoca.gov)

7. All responses to the RFQ become the property of the City.

8. The RFQ does not commit the City to award a contract or to pay any costs incurred in the preparation of the proposal.

9. The City reserves the sole right to evaluate each proposal and to accept or reject any or all proposals received as a result of the RFQ process.

10. The City reserves the unqualified right to modify, suspend, or terminate at its sole discretion any and all aspects of the RFQ and/or RFQ process, to obtain further information from any and all Vendors and to waive any defects as to form or content of the RFQ or any responses by any Vendor teams.

11. The City may require a service provider to participate in negotiations and submit technical information or other revisions to the service provider's qualifications as may result from negotiations.

12. Equal Employment Opportunity/Non-Discrimination

a) City's policies promote a working environment free from abusive conduct, discrimination, harassment, and retaliation; and require equal opportunity in employment for all regardless of race, religious creed (including religious dress and

grooming practices), color, national origin(including language use restrictions), ancestry, religion, disability (mental and physical), medical condition, sex, gender (including gender identity and gender expression), physical characteristics, marital status, age, sexual orientation, genetic information (including family health history and genetic test results), organizational affiliation, and military or and veteran status, or any other consideration made unlawful by local, State or Federal law. City requires Vendor to be in compliance with all applicable Federal and State and local equal employment opportunity acts, laws, and regulations and Vendor is responsible for ensuring that effective policies and procedures concerning the prevention of abusive conduct, discrimination, harassment, and retaliation exist in Vendor's business organization.

13. The Fair Political Practices Act and/or California Government Code Section 1090, among other statutes and regulations may prohibit the City from contracting with a service provider if the service provider or an employee, officer or director of the service providers' firm, or any immediate family of the preceding, or any sub-Vendor or Vendor of the service provider, is serving as a public official, elected official, employee, board or commission member of the City who will award or influence the awarding of the contract or otherwise participate in the making of the contract. The making of a contract includes actions that are preliminary or preparatory to the selection of a Vendor such as, but not limited to, involvement in the reasoning, planning and/or drafting of solicitations for bids and RFQs, feasibility studies, master plans or preliminary discussions or negotiations.

#### **SUBMITTAL REQUIREMENTS**

All proposals shall be submitted electronically to Suzi Kochems, [suzi.kochems@chicoca.gov](mailto:suzi.kochems@chicoca.gov) no later than 5:00 pm on June 22, 2021.

Proposals shall include, but are not limited to, the following information:

1. Transmittal Letter
  - a) Addressed to Suzi Kochems, Homeless Solutions Coordinator
  - b) Signed by an officer of the organization. In the case of joint venture or other joint-prime relationship, an office of each venture partner must sign
2. Table of Contents
3. Executive Summary
4. Local Business and Locally Owned Business Preference; any preference will be applied on the pricing criteria only.
5. Proposed Schedule

Provide sufficient detail and specificity as would be required to be included within any agreement for services related to the scope of this RFQ. A proposed schedule of the implementation of, and operation of, a 24/7 resting environment with basic amenities, starting as close to June 25, 2021 as realistically possible.

6. Project Approach and Organization

a) Provide a summary of the proposed services to be provided. Include a description of the target population, number of participants to be served, proposed staffing structure, proposed service delivery mechanisms and roles of the Project Applicant and any proposed sub-vendors.

b) Please include proposed outcomes.

c) Describe how you intend to interface with City and County staff, the community and fellow service providers. Describe how you will bring all parties together to problem solve.

d) Describe how the proposed scope of work will address issues of race and equity.

e) Describe how participant's barriers, including challenging behaviors and prior convictions would be addressed.

7. Project Personnel-Statement of Qualifications and Experience for the personnel who will perform services under this proposal.

a) Describe the basic organization and management structure of the Project Applicant and any sub-vendors. Include the systems in place to manage financial accounting, fiduciary responsibilities, and ensure adequate oversight and management of fiscal systems. Include a description of the agency's current and future capacity to collect data in a timely way, ensure data quality, report data and analyze data, primarily HMIS data.

b) Describe the experience of the Project Applicant and any sub-vendors performing activities similar to those proposed in the RFQ, including a brief description of work performed and outcomes. If the scope of work proposed is new to the organization, please describe relevant experience that will allow your organization to perform the scope of work successfully.

c) If the team has worked together collaboratively, please include a description of this work.

d) Please describe the Project Applicant's current and recent past collaborations and coordinated efforts with other nonprofits, with faith-based organizations, jurisdictions and other community stakeholders. Bonus points shall be awarded for demonstrated collaborations with a variety of partners who provide a variety of services.

Proposal shall include detailed descriptions of the education, certification, experience, and other relevant background on each professional participating in the transactions. The description shall also include any sanction levied against any individual involved in the transactions by any federal, state or local entity and any professional industry organization (including revocation of certification). The Project Applicant, all sub-vendors and individuals assigned to work at the Project Site must be in good standing with the Federal government (not debarred), as well as with the City of Chico and County of Butte.

The City reserves the right to approve individual personnel from collaborative organizations who may provide services at the resting environment.

8. Cost Proposal

a) Please provide a detailed program budget for the initial operating year, inclusive of one-time start-up costs. The City of Chico will be engaged with the selected applicant for a period of one-year; it is expected that the Lead Agency implementing the resting environment secure additional operational costs to sustain the program beyond the initial 12-month period. Any budget provided beyond the first year should articulate on-going costs only.

b) Cost shall be inclusive, i.e., salaries, benefits, overhead, operating costs, services costs, start-up costs, rentals/leases, transportation, electricity, etc.

9. Additional Respondent Information

- Name, title, address, telephone number, fax number and e-mail address of the individual with authority to sign the agreement and who may be contacted during the period of Proposal evaluation.
- What type of business entity the respondent organization is (e.g. California corporation, partnership, individual doing business as [name]).
- Mailing address(es) for mailing the agreement, correspondence and future payments should award be made to your firm.

10. Proprietary Information

All responses to this RFQ become the property of the City. If you are submitting financial or proprietary information that you believe is exempt from Public Records Act disclosure, please label each confidential or proprietary page as such. Although a document may be labeled “confidential” or “proprietary” information may still, at the City’s discretion, be subject to disclosure under the Public Records Act.

**NOTE:** All proposal contents shall include the level of detail to fully disclose relevant and pertinent information required to allow the City to evaluate the proposal. The proposal shall include a definitions section to define any and all terms not customarily used in non-finance related industries.

**VENDOR SELECTION PROCESS**

**Submittal of the Proposal:** PDF proposals shall be submitted by email to Suzi Kochems, Homeless Solutions Coordinator, at [suzi.kochems@chicoca.gov](mailto:suzi.kochems@chicoca.gov) no later than 5:00 p.m. on **June 22, 2021**.

**Questions must be submitted by June 19, 2021 at 5:00 pm.** Contact Suzi Kochems, Homeless Solutions Coordinator, at [suzi.kochems@chicoca.gov](mailto:suzi.kochems@chicoca.gov) or 530-228-7811. Responses will be provided to all interested parties.

Proposals must be responsive to the RFQ as issued. Any correction and resubmittal of proposals will be done by the respondent and will not extend the deadline for delivering Proposals.

**Criteria for Vendor Selection:** Primary regard will be given to the technical competence and ability of the vendor as demonstrated in the proposal and by successful prior experience with similar assignments. Compensation will be a consideration in vendor selection but is not the sole criterion for agreement award. The Vendor's willingness and ability to coordinate with City staff, as well as the general quality and thoroughness of the proposal will be considered. The City will also consider the availability and on-going workload of the Vendor, staff and sub-vendors.

Following review of the proposals, Vendors will be ranked, and one or more firms may be asked to participate in an interview. Whether or not interviews are conducted, following negotiations with the Vendor, the City and selected Vendor may enter into an agreement.

All firms will be notified by email or in writing of the outcome of the selection process.

#### **ADDITIONAL CONDITIONS**

1. The City shall not be liable for any pre-contractual expenses incurred by any respondent in response to this RFQ, nor shall any proponent include such expenses as part of the proposed costs. Pre-contractual expenses include any expense incurred in preparing a proposal and negotiating any terms with the City.
2. The City reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified source or to cancel in part or in its entirety this RFQ, if it is in the best interest of the City to do so without providing any reason. Any award of contract for services will be made to the proponent that is best qualified and responsive in the opinion of the City.
3. Proposals may, at the City's option, be rejected if they contain any alterations, additions, conditions or alternatives, are incomplete, contain erasures or irregularities of any kind. The City reserves the right to reject any and all proposals. The City expressly reserves the right to postpone the opening of submittals for its own convenience and to reject any and all submittals responding to this RFQ.
4. Vendor must agree to indemnify, hold harmless and defend the City, its officers, agents and assigns from any and all liability or loss resulting from any suits, claims or actions brought against the City which result directly or indirectly from the wrongful or negligent actions of the Vendor in the performance of the contract.
5. Vendor will be required to comply with all existing state and federal labor laws including those applicable to equal opportunity employment provisions.
6. Vendor is required to have in full force and effect all licenses and permits required by all applicable laws. Vendor shall obtain a City of Chico business license during the term of the contract.
7. Vendor, if selected, will need to provide applicable proof of insurance, etc.
8. Vendor, its agents and employees shall comply with all laws, ordinances, rules and regulations of the federal and state governments, the County of Butte, the City of Chico and all governing bodies having jurisdiction applying to work done under the agreement.

9. The City reserves the right to negotiate special requirements and proposed service levels using the selected proposal as a basis. Compensation for services will be negotiated with the Vendor.
10. Vendor shall not sublet any portion of the agreement with the City without express written permission of the City Manager or his designated representative.
11. No discrimination shall be made in the employment of persons because of any federal or state recognized protected class.
12. The City reserves the right to review and approve the qualifications of subcontracting firms or persons. Substitutions that are not approved are considered sufficient grounds for termination of the contract.
13. The City, or any of its duly authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time and work records, employment records or other records relating to personnel employed by the Vendor. Such material, including all pertinent cost accounting, financial records and proprietary data, will be kept and maintained by the Vendor for a period of at least four (4) years after completion of a Vendor's performance unless the City's written permission is given to dispose of same prior to that time.
14. This RFQ does not commit the City to award an agreement, to pay any costs incurred in the preparation of the proposal or to procure or contract for any services. Acceptance by the City of any qualification submitted pursuant to this RFQ shall not constitute any implied intent to enter into a contract for services.
15. No amendments, additions or alternations shall be accepted after the submission deadline.
16. All documents, records, designs and specifications developed by the Vendor in the course of providing services to the City of Chico shall be the property of the City. Anything considered to be proprietary should be so designated by the Vendor.
17. The City reserves the right to issue written notice to all interested parties of any change in the qualification submission schedule should the City determine, in its sole discretion, that such changes are necessary.
18. The Vendor shall advise the City immediately of any potential conflict known by the firm regarding the firm, any subcontractors or other parties involved in the transaction, and discuss how, if selected, the firm would address any concerns raised by such conflict.
19. Chico City Municipal Code Section 3.16.070 contains the local purchasing preference policy. All proposals should clearly reflect qualification under this policy, if applicable.

#### A. EVALUATION OF PROPOSALS

The following sample of criteria and the points for each criterion, for a total of 140 points, may be used in evaluating and rating the proposals (Service Categories 1-5):

1. Relevant Experience 30 points
  - a) Past, recently completed, or on-going projects working with homeless and formerly homeless people to substantiate experience
  - b) Past, recently completed, or on-going projects working with local governments to substantiate experience
  - c) Experience on at least three (3) projects providing services like those described in

this RFQ.

- d) Prior experience and ability to work with City staff, community groups, service providers, and other stakeholders
2. Qualifications 25 points
    - a) Professional background and qualifications of team members and sub-vendors comprising the team
    - b) History of outcomes for similar or comparable work
  3. Organization 20 points
    - a) Current workload, available staff and resources
    - b) Capacity and flexibility to meet schedules, including any unexpected work
    - c) Ability to perform on short notice and under time constraints
    - d) Cost control procedures
    - e) Ability to perform numerous projects at the same time
  4. Approach 35 points
    - a) Understanding of the nature and extent of the services required
    - b) A specific outline of how the work will be performed
    - c) Awareness of potential problems and providing possible solutions
    - d) Special resources the team offers that are relevant to the successful completion of the project
    - e) The respondent's control of the proposed environment, including copies of policies and procedures, participation practices, eviction protocols, eligibility criteria/exclusion criteria, point of contact for operational activities (site admin, intake, case management, fiscal, security, management, etc.)
  5. Cost Effectiveness 20 points
    - a) Cost per bed night
    - b) Cost per client per day
    - c) Economies of scale/potential for co-existing programs
    - d) Comparison of cost per unit with other similar programs
  6. Other Factors 10 points
    - a) Presentation, completeness, clarity, organization, and responsiveness of proposal.

**B. INTERVIEWS OF FIRMS – (OPTIONAL)**

Interviews of candidates may be held if a selection is not made from the evaluation phase.

1. The City may determine that some respondents will be invited to interview. The selected team will be notified in writing prior to the interview.

**C. CONTRACT NEGOTIATIONS AND AWARD- SUBJECT TO CHANGE**

1. The completion of this evaluation process will result in the creation of a qualified list of providers. The City will enter into contract negotiations with the provider deemed most qualified for the specific scope of work to be performed. In order to determine

which provider to enter into a contract with, additional information related to experience, scope of work, budget, and proposed outcomes may be requested as part of or subsequent to this RFQ process.

2. The contract amount (including reimbursements) shall be a “not to exceed amount”, to be established based upon a mutually agreeable Scope of Services and fee schedule.
3. Upon successful completion of the negotiations, the City Manager will award the contract to the selected Vendor.
4. A sample City standard professional services agreement is included in the RFQ as referenced as Attachment A “Sample Agreement”. The selected Vendor will be required to enter into a contract that contains similar terms and conditions as in the standard agreement. Please note that the City Attorney’s Office is typically not inclined to make any modifications to the standard agreement terms and provisions.
5. Upon award and execution of contract, the City will issue a Notice to Proceed.
6. The selected Vendor and its other members will be required to maintain auditable records, documents, and papers for inspection by authorized local, state and federal representatives. Therefore, the Vendor and its other members may be required to undergo an evaluation to demonstrate that the Vendor uses recognized accounting and financial procedures.

**Attachment A**

**CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT**

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Vendor

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Project Title

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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, (Vendor).

**SECTION 1 - DESCRIPTION OF PROJECT**

City desires to undertake that certain project (Project) described in EXHIBIT A, entitled “DESCRIPTION OF PROJECT,” and to engage Vendor to provide the required professional services relating to the Project.

**SECTION 2 - SCOPE OF PROFESSIONAL SERVICES - BASIC; COMPLETION SCHEDULE**

Vendor 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 Vendor agree that it may be necessary, in connection with the Project, for Vendor to perform or secure the performance of professional services other than those set forth in EXHIBIT B. In each such instance, Vendor 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. Vendor 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**

Vendor 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 Vendor from City for professional service rendered shall be evidenced by the submission to City by Vendor 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 Vendor 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 Vendor until a correct and complying invoice has been submitted.

#### **SECTION 5 - RESPONSIBILITY OF VENDOR**

By executing this Agreement, Vendor warrants to City that Vendor 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 Vendor in performing the professional services set forth at EXHIBIT B or additional professional services under SECTION 3 of this Agreement, Vendor shall not employ or otherwise obtain the professional services of any person or entity known to Vendor 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. Vendor 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 Vendor by placing at Vendor’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 Vendor to enter upon public and private property as required for Vendor to perform Vendor’s professional services.

**6.3** Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents prepared and presented by Vendor, 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 Vendor.

**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 Vendor's professional services.

**6.5** Give prompt written notice to Vendor 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, Vendor 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 Vendor, its officials, officers, employees, subcontractors, Vendors 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. Vendor 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.

Vendor'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. Vendor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City, its directors, officials, officers, employees, agents, or volunteers. Vendor'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 Vendor's negligent acts, errors or omissions.

## **SECTION 8 - INSURANCE**

Any requirements by City that Vendor 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 Vendor pursuant to this Agreement shall be as set forth in EXHIBIT D, entitled "INSURANCE PROVISIONS."

## **SECTION 9 - GENERAL PROVISIONS**

### **9.1 Access to Records**

Vendor 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 Vendor 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 Vendor's usual and customary business hours. Vendor shall provide proper facilities to City's representative(s) for access and inspection. Vendor 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 Vendor 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. Vendor 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 Vendor 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 Vendor shall constitute the Vendor's notice to proceed with the changed scope.

### **9.4 Compliance with Laws, Rules, Regulations**

All professional services performed by Vendor 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 Vendor'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 Vendor agree that the relationship between them created by this Agreement is that of an employer-independent contractor. Vendor shall be solely responsible for the conduct and control of the services performed under this Agreement. Vendor 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 Vendor's ability to fulfill the obligations established herein to City.

### **9.8 Integration; Amendment**

This Agreement represents the entire understanding of City and Vendor 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 Vendor written notice to proceed with the services. Such notice may authorize Vendor 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, Vendor 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 Vendor, as provided herein, for the professional services rendered by Vendor in connection with which they were prepared.

### **9.12 Subcontracts**

Vendor shall be entitled, to the extent determined appropriate by Vendor, to subcontract any portion of the services to be performed under this Agreement. Vendor shall be responsible to City for the actions of persons and firms performing subcontract services. The subcontracting of services by Vendor shall not relieve Vendor, in any manner, of the obligations and requirements imposed upon Vendor by this Agreement.

### **9.13 Term; Termination**

The term of this Agreement shall commence upon City's issuance to Vendor 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 Vendor. In this latter event, Vendor 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
To Vendor:	_____ or _____ _____ _____		_____ _____ _____

**10.0 - 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:

VENDOR:

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

\_\_\_\_\_  
By:

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:

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Scott Dowell, Administrative Services Director\*

\*Reviewed by Finance and Information Systems

**CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT**

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Vendor

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Project Title

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Budget Account Number

EXHIBIT A

DESCRIPTION OF PROJECT

**CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT**

\_\_\_\_\_  
Vendor

\_\_\_\_\_  
Project Title

\_\_\_\_\_  
Budget Account Number

**EXHIBIT B**

**SCOPE OF PROFESSIONAL SERVICES - BASIC; COMPLETION SCHEDULE**

Scope of Professional Services - Basic

The Vendor shall provide professional services as follows:

(List tasks or phases detail.)

Services to be Provided by City

Completion Schedule

The Vendor 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**

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Vendor

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Project Title

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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**

\_\_\_\_\_  
Vendor

\_\_\_\_\_  
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**

Vendor/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.

Vendor/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 Vendor/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 Vendor/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:**

**Vendor/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 Vendor/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 Vendor/contractor.**

#### Automobile Liability Insurance

Vendor/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 Vendor/Contractor and provided to City upon request.

### SubVendor/Subcontractor Insurance

Vendor/Contractor agrees to include with all subVendors/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 subVendor/subcontractor's work. SubVendor/Subcontractor agrees to be bound to Vendor/Contractor and City of Chico in the same manner and to the same extent as Vendor/Contractor is bound to City of Chico under the agreement. SubVendor/Subcontractor further agrees to include the same requirements and provisions of this agreement, including the indemnity and Insurance requirements, with any Sub-subVendor/Sub-subcontractor to the extent they apply to the scope of the Sub-subVendor/Sub-subcontractor's work.

A copy of the City of Chico Insurance Provisions will be furnished to the subVendor/subcontractor upon request. Evidence of such coverage shall be maintained by Vendor/Contractor and provided to City upon request.

### Workers' Compensation Insurance

Vendor/Contractor shall, at Vendor/Contractor's expense, purchase and maintain in full force and effect workers' compensation insurance as required by Federal and State of California law. Vendor/Contractor shall also require all of Vendor's subVendors/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 Vendor/Contractor or Vendor/Contractor's subVendors/subcontractors to City upon request.

### Subrogation

Vendor/Contractor shall agree to waive all rights of subrogation against City for losses arising from Services performed by the Vendor/Contractor or Vendor/Contractor's subVendors/subcontractors for City under this Agreement.

### Indemnity

Vendor/Contractor/SubVendor/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

Vendor/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

Vendor/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

Vendor/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**

\_\_\_\_\_  
Vendor

\_\_\_\_\_  
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 Vendor 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 - Vendor’s Project Manager(s)/Principal(s) who are required to file disclosure statements:

Name

Title

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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**

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Vendor

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Project Title

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Budget Account Number

EXHIBIT F

SPECIAL PROVISIONS

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