

# **CITY OF ELK GROVE**



## **Request for Proposals**

**For**

### **Planning Division Document Scanning and Record Management Services**

**City Clerk's Office  
City of Elk Grove  
8401 Laguna Palms Way  
Elk Grove, CA 95758**

**Proposals Due by: 5:00 p.m. November 8<sup>th</sup>, 2024**

**Introduction:**

The City of Elk Grove (City) is accepting proposals from qualified Service Providers (Service Provider(s)) for the Planning Division’s document scanning and record management services in accordance with the included specifications, terms, and conditions shown in this Request for Proposals (RFP). Prospective respondents are advised to read this information over carefully prior to submitting a proposal.

**Written Submissions:**

One signed original, 3 copies, and one USB Flash Drive copy of the proposals must be submitted to the Office of the City Clerk by 5:00 p.m. on **November 8, 2024**. Proposal shall be submitted in a sealed envelope clearly marked Planning Division Document Scanning and Record Management Services proposal and addressed to:

OFFICE OF THE CITY CLERK  
CITY OF ELK GROVE  
8401 Laguna Palms Way  
Elk Grove, CA 95758

**Electronic Submission:**

As an alternative to written proposals, proposals may be submitted electronically in pdf form, and emailed to City Clerk Jason Lindgren at [jlindgren@elkgrovecity.org](mailto:jlindgren@elkgrovecity.org), with a copy to Rosa Tapia, Senior Management Analyst, [rtapia@elkgrovecity.org](mailto:rtapia@elkgrovecity.org), prior to the deadline stated above. Submittals in pdf format must be fully ADA compliant. Large files may be sent using a cloud-based system such as Dropbox. Service Providers shall be responsible for ensuring that proposals submitted electronically are received by the City Clerk prior to the deadline. Proposals that are not received prior to the deadline shall not be considered by the City, even if the late submission is due to a technical or other error, including, without limitation, the City's inability to open or access the electronic file. If the proposing Service Provider does not receive a confirmation from the City Clerk that the proposal has been received, Service Provider should assume the transmission failed and either resubmit or arrange for another method of delivery. Service Providers are also encouraged to contact the City Clerk to confirm receipt of their proposal prior to the deadline. Proposals shall not be accepted by fax.

**Questions:**

Questions regarding this RFP are to be directed by e-mail to: Rosa Tapia, Senior Management Analyst, [rtapia@elkgrovecity.org](mailto:rtapia@elkgrovecity.org). Such contact shall be for clarification purposes only. The City must receive all questions no later than **October 30, 2024**. Material changes, if any, to the scope of services or proposal procedures shall only be transmitted by written addendum and posted to the City website. Addendums and answers to submitted questions will be available via the City of Elk Grove website under “Notice” for the RFP announcement.

**Late Proposals:**

Proposals arriving after the specified date and time shall not be considered, nor will late proposals be opened. Each Service Provider assumes responsibility for timely submission of its proposal.

**Withdrawal or Modifications of Proposals:**

Any proposal may be withdrawn or modified by a written request signed by the Service Provider and received by the City Clerk prior to the final time and date for the receipt of proposals. Once the deadline is past, Service Providers are obligated to fulfill the terms of their proposal.

**Proposal Acceptance and Rejection:**

The City reserves the right to accept any proposal, reject any and all proposals, and to call for new proposals or dispense with the proposal process in accordance with the Elk Grove Municipal Code.

**Proposal Evaluation and Award:**

Evaluation shall be made based on the criteria noted in Attachment A: Evaluation and Selection Criteria. A contract may be awarded to the responsible Service Provider who best meets the City's needs by demonstrating the competence, and qualifications necessary for the satisfactory performance of the required services, shall not necessarily be based on the lowest priced proposal, but shall be based on a determination of which services offered serve the best interest of the City, except as otherwise provided by law, taking into consideration adherence to the included specifications. A contract may be awarded to the next responsible Service Provider if the successful Service Provider refuses or fails to execute the contract. All Service Providers that were not selected by the City shall be notified in writing. Nothing herein shall obligate the City to award a contract to any responding Service Provider. Any contract awarded will be non-exclusive, and the City reserves the right to seek services from other sources, in the City's sole discretion.

**Register with the California Secretary of State:**

Unless Service Provider is a sole proprietorship, Service Provider must be registered and in good standing with the California Secretary of State within 14 days following notification of the City's intent to award a contract to Service Provider and prior to execution of a final contract. Failure to timely register with the Secretary of State may result in the City awarding the contract to another Service Provider. Additional information regarding the registration process may be found on the Secretary of State's website at: <https://bizfileonline.sos.ca.gov/>

**Disclosure of Submitted Materials:**

After selection and execution of the contract(s), (or prior thereto if required by law) all information and materials provided in each submittal received is subject to disclosure through a public records request pursuant to the California Public Records Act, or otherwise as may be required by law. The City, in its sole discretion, may release any submitted materials, regardless of whether such materials are marked by respondents as confidential or otherwise as protected.

**Waiver of Irregularities:**

The City retains the right, in its sole discretion, to waive any irregularities in proposals that do not comply with the strict requirements of this RFP, and the City reserves the right to award a contract to a Service Provider submitting any such non-compliant proposal, all in the City's sole discretion.

**Local Vendor Preference:**

A bid or proposal from a local vendor for commodities, equipment, and general services will be tabulated as if it were five (5%) percent below the figure actually set forth in the bid or proposal, up to a maximum preference of Fifty Thousand and no/100th (\$50,000.00) Dollars per bid or proposal, to account for the financial advantages accruing to the City by the award of a bid to a local vendor. Bids or proposals submitted in response to this RFP will be evaluated on the basis of a local preference of five (5%) percent of the bid or proposal price.

"Local vendor" means a person or legal entity which has a place of business (other than a post office box) within the City and has a valid, current business license issued by the City. To qualify as a local vendor for the purposes of Section 3.42.230 of this Code, the vendor shall submit with its bid or proposal a completed City-provided affidavit that documents the following: 1) the business has a facility with a City of Elk Grove address, 2) the business has, during at least one (1) year immediately preceding the submission of the bid or proposal, attributed sales tax to the City of Elk Grove, and 3) the business has had a City of Elk Grove business license for at least one (1) year prior to the submission of the bid or proposal. The affidavit can be obtained by accessing the Request for Proposal and Bids section of the City website, <http://www.elkgrovecity.org/community/request-for-proposal.asp>.

**Security Access Policy:**

The work to be completed under this RFP requires access to City facilities and therefore is subject to the City's Security Access Policy, which is attached to the City's standard contract (see Attachment B). The prospective Service Provider, including its employees, subcontractors, agents and anyone working on their behalf that will access City facilities, must submit to a background check which shall include Live Scan electronic fingerprinting. This background check must be completed before the Service Provider will receive a Notice to Proceed. The Elk Grove Police Department shall review the background check and may deny access to any individual in its discretion as it deems necessary for the security of City facilities and personnel. A contract shall not be awarded to any Service Provider that is unable to complete the scope of work as a result of denied access under the City's Security Access Policy.

**Validity of Pricing:**

Service Providers are required to provide a fee structure including the hourly rate of the principals to be assigned to the matter, and proposed cost (line item descriptions and pricing), and expense reimbursements levels, and total costs. No cost increases shall be passed onto the City after the proposal has been submitted. No attempt shall be made to tie any item or items contained in this RFP with any other business with the City; each proposal must stand on its own.

**No Guarantee of Usage:**

Any quantities listed in this RFP are estimated or projected and are provided for tabulation and information purposes only. No guarantee of quantities is given or implied by the City. Service Provider must furnish the City's needs as they arise.

**Demonstrations:**

When required, the City may request full demonstrations prior to award. When such demonstrations are requested, the Service Provider shall respond promptly and arrange a demonstration at a convenient location. Failure to a demonstration as specified by the City may result in rejection of a proposal.

**Use of Other Governmental Contracts:**

The City reserves the right to reject any part or all of any proposals received and utilize other available governmental contracts.

**Qualification/Inspection:**

Proposals will only be considered from Service Providers normally engaged in providing the services specified herein. By responding to this RFP, the Service Provider consents to the City's right to inspect the Service Provider's facilities, personnel, and organization at any time, or to take any other action necessary to determine Service Provider's ability to perform. The City reserves the right to reject proposals where evidence or evaluation is determined to indicate inability to perform. The City reserves the right to interview any or all responding Service Providers and/or to award a contract without conducting interviews.

**Acceptance and Conditions:**

The services rendered in response to the RFP must comply fully with the terms of the RFP. The City will make payment only after the services rendered are reviewed and accepted as complete by the City.

**Other Governmental Entities:**

If the Service Provider is awarded a contract as a result of this RFP, the Service Provider shall, if the Service Provider has sufficient capacity, provide to other governmental agencies, so requesting, the services awarded in accordance with the terms and conditions of the RFP.

**Federal Requirements:**

Should any portion of this procurement require the use of Federal funds, all Federal requirements shall apply and all Service Providers must consent to each certification and assurance, which will be incorporated into the contract.

**Piggybacking:**

"Piggybacking" is a form of intergovernmental cooperative purchasing in which an entity will be extended the same pricing and terms of a contract entered into by another entity.

Service Providers are requested to indicate in their Proposal if they will extend the pricing, terms and conditions of an awarded contract, based on this RFP, to other government agencies. If the successful Service Provider agrees to this provision, participating agencies may enter into a contract with the successful service provider for the purchase of the service(s) described herein based on the terms, conditions, prices, and percentages offered by the successful Service Provider to the City. Minor changes in terms and conditions may be negotiated by participating agencies during the term and following the award of the contract. Any such contract shall be entirely independent and separate from the City and City shall have no obligation relating to any third-party contract.

**Payment Terms:**

Payment shall be made as set forth in the contract attached hereto as Attachment B. In submitting proposals under these specifications, Service Providers should take into account all discounts, both trade and time, allowed in accordance with the payment terms.

**Performance:**

It is the intention of the City to acquire services as specified herein from a Service Provider that will give prompt and convenient service. **Term of Contract:**

The term of the contract will be for a specific period of time, commencing upon execution. The City anticipates the contract to be for a term of 2 years with two one-year extensions, at the option of the City. The City reserves the right to set the term for a period deemed to be in the best interest of the City, and terminate the contract as set forth therein.

**Amendments:**

If, in the course of the performance of the contract, Service Provider or the City proposes changes to the services provided, and informal consultation with the other party indicates that a change in the terms and conditions of the contract may be warranted, Service Provider or the City may request a change in the contract. The parties to the contract will meet to discuss and negotiate the required documents. Upon completion of those negotiations, the negotiated documents will be submitted to the City for approval. Upon approval by the City, an amendment to the Contract will be approved by all parties for the change to be implemented. An amendment shall not render ineffective or invalidate any unaffected portions of the Contract. Nothing in this section obligates the City to agree to any change order or other amendment, and the City may withhold such agreement in its sole discretion.

**Service and support:**

All Service Providers shall explain how all on-going service and support shall be handled by the Service Provider and the City of Elk Grove.

**Records:**

The Service Provider shall maintain complete and accurate records with respect to labor costs, material expenses, and other such information required by City that relates to the performance of services under the contract. The Service Provider shall maintain adequate records of services provided in sufficient detail to permit an evaluation of the services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible and in a form acceptable to the City, which the City may specify and change from time to time. The Service Provider shall provide free access to the representatives of City or its designees, at reasonable times, to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts there from as necessary, and shall allow inspection of all work, data, documents, proceedings, and activities related to the contract. Such records, together with supporting documents, shall be maintained for City's inspection for a period of at least three (3) years after receipt of final payment.

**(See next page for Guidelines for Proposal)**

## **Guidelines for Proposal:**

The following guidelines are provided for standardizing the preparation and submission of proposals. The intent is to assist respondents in the preparation of their submissions and to assist the City by simplifying the review process providing standards for comparison of submissions.

Statements submitted in response to this RFP shall include a complete response to the requirements in this section in the order presented. Statements should be a straightforward delineation of the respondent's capability to satisfy the intent and requirements of this RFP, and should not contain redundancies and conflicting statements.

Written proposals shall be printed double sided, submitted on 8-1/2" x 11" recycled paper, with easy to read font size and style. Pages shall be numbered, tabbed, and bound (spiral / comb / three ring binder). Tabbed dividers should separate and identify the response items described below.

Digital submissions shall include bookmarks for each section with an easy to read font size and style.

Proposals shall contain the following information in the order listed:

### **Introductory letter:**

The introductory letter should be addressed to:

Rosa Tapia  
Senior Management Analyst  
City of Elk Grove  
8401 Laguna Palms Way  
Elk Grove, CA 95758

The letter shall include the Service Provider's name submitting the proposal, their mailing address, telephone number, and contact name. The letter shall address the Service Provider's understanding of the project based on this RFP and any other information the Service Provider has gathered. Include a statement discussing the Service Provider's interest and qualifications for this type of work. A principal of the firm authorized to legally bind the firm shall sign the letter.

### **Table of Contents:**

The service provider shall insert a comprehensive table of contents denoting sections three through nine of the proposal as indicated below.

### **Qualifications and Experience:**

Service Provider shall be experienced in document scanning services, such as scanning paper files ranging in size from letter, legal, and ledger to oversized plans. Service Provider to provide a description of its capability for undertaking and performing the work, including any professional licenses and certificates held by the Service Provider. List

types and locations of similar work performed by the Service Provider in the last five (5) years that best characterizes the quality and past performance. Include names and current phone numbers for contact on work quality and performance. References may be contacted as part of the selection Process.

**Work Plan:**

The work plan must state the Service Provider's ability to meet each specification as outlined in this document. The work plan should address the items of work as described in this RFP. The plan should be simple, easy to read and follow, and address and satisfy the objectives and specifications as listed in the Scope of Work in this RFP.

**Conflict of Interest Statement:**

Any activities or relationships of the Service Provider that might create a conflict of interest for the Service Provider or the City, and, if such activities or relationships exist, a description of the facts, legal implications, and possible effects sufficient to permit the City to appreciate the significance of the conflict and to grant any conflict waiver, if appropriate and necessary.

**Supportive Information/References:**

This section may include graphs, charts, photos, resumes, references, and any other relevant information in support of the Service Provider's qualifications.

**Fees:**

This section should include the cost for requested services outlined in the Scope of Work and must specifically itemize the fees for the services stated under the Specifications section of the Scope of Work. Service Providers are required to provide line-item descriptions and pricing, applicable sales tax, and a total final price. No cost increases shall be passed onto the City after the proposal has been submitted. Tax is to be listed as a separate line item.

**Secretary of State:**

Service Provider shall acknowledge their understanding of needing to be registered with the California Secretary of State as noted in the RFP language above.

**Services Contract:**

Attached to the RFP (Attachment B) is a copy of the City's standard Services Contract (Contract). The City's standard Contract may be modified, in the City's sole discretion, to address the specific provisions of this RFP and Service Providers should note that any specifications or other requirements specific to this RFP shall be included in the Contract and Contract's exhibits following an award of the Contract. Please review the Contract carefully and note in your proposal any exceptions or alterations to the Contract. Alterations or changes to the Contract that are not in the Service Provider's response shall not be allowed after the selection of the Service Provider. This includes alterations, exceptions, or changes to the insurance and indemnity provisions. By requiring these requests up front, the City can compare all respondents on an equal basis. However, the City reserves the right, in its sole discretion, to accept or reject any and all proposed changes to the City's standard Contract. For reference, the insurance amounts that appear in the attached Contract are summarized below.



TYPE	SINGLE LIMIT / OCCURRENCE	AGGREGATE	ENDORSEMENTS***
General Liability	\$1,000,000	\$1,000,000	Additional Insured Waiver of Subrogation Primary Non-Contributory
Auto Liability	Non-Commercial Acceptable		
Work Comp Employer's Liability	Statutory \$1,000,000 each		Waiver of Subrogation

**\*\*\*Must be actual endorsements. Typed statements on Certificates of Liability are unacceptable.**

**This is a summary only. Please refer to the insurance section and/or exhibit of this contract for specific requirements.**

**(See next page for Scope of Work)**

## **SCOPE OF WORK**

### **Introduction:**

The City's Planning Division is seeking proposals from qualified and experienced vendors to provide comprehensive document scanning, indexing and quality control services for the digitization of paper archives from previously processed development applications. Service provider will be expected to temporarily furnish off-site document storage and retrieval services for the City during the digitizing process.

The purpose of this RFP is to select a vendor capable of efficiently and accurately scanning, indexing, and converting all archive paper files into organized, functional, accessible, and searchable formats.

### **Objective:**

The Planning Division maintains an archive of hard copy planning documents on a series of approximately nine double sided shelves within a modular sliding shelf system. Of this archive the nine shelves contain primarily individual, numbered planning project files, in addition to various general planning documents (see Attachment C). The primary objective is to digitize and preserve these planning documents to improve accessibility and reduce reliance on physical records. Service Provider will be expected to provide files back to the City in a digital format ready for importation and compatibility with one or more of City's digital data management systems.

The Service Provider, upon request of the City, shall be fully capable of scanning high volumes of paper quickly, accurately, and efficiently. Service Provider shall specialize in digitizing volumes of documents that vary in size by high-speed scanning methods to convert documents into digital images which will ultimately be stored in the City's future Laserfiche digital data management system. The vendor, upon request of the City, shall provide transportation from their place of business to the City for pick-up of documents, plans, and other documents.

### **Scope of work:**

The selected Service Provider shall be responsible for the following tasks:

#### **1. Kick-Off Meeting and Document Preparation:**

A. Before beginning the document preparation process, Service Provider shall meet with City staff to obtain specific instructions on document handling procedures, including document order and organization, handling exceptions and anomalies, and document return process once the imaging process has been completed.

B. Service Provider shall assess and prepare documents for scanning, including the removal of staples, fastener clips, and any other impediments to ensure documents are scan ready. This process shall include, but is not limited to, the following:

- 1) Ensuring pages will be flattened;
- 2) Repairs on torn edges with tape;
- 3) Repair of dogeared corners; and
- 4) Adequate placement of post it notes.

All post it notes shall be placed on blank pages and scanned at the back of the file. This task is a critical aspect of the process as staff works carefully to maintain file integrity throughout the preparation process.

**2. Comprehensive Document Scanning:**

A. Service Provider shall scan various file types as directed by City including, but not limited to, the following:

- 1) Planning case and project files;
- 2) Specialized studies and reports;
- 3) Plan rolls, folded maps and mylar maps;
- 4) Legal documents;
- 5) Letters;
- 6) Carbon copies;
- 7) Photo exhibits;
- 8) Spiral bound books;
- 9) Tabbed paper; and
- 10) Full-size architectural and engineering plans.

All documents shall be scanned to a minimum 300 Dots per inch (DPI), and in the same color scheme as the original hard copy.

File types may contain flat and folded documents of varying sizes and plan rolls will vary in size from under an inch to 12” or more in diameter. Letter, legal and ledger sized documents are primarily printed on standard white office paper; ANSI-C and above sized documents may be printed on paper, Mylar, blueprints, sepia, or vellum and must be organized by project as directed by the City.

The City does not have an exact count of all documents, sizes, and types. Interested vendors are strongly encouraged to request a site visit to view the documents that need to be scanned to prepare their own quantity estimates. Photographs of shelving are included for reference as Attachment C.

**3. The following criteria must be met:**

A. The Service Provider shall scan all documents using an upload utility that ensures scanned documents are easily accessible, organized, and readily available to the City. The Service Provider shall recommend the best scanning process to ensure the documents are organized according to Laserfiche upload and integration requirements. The City will upload the scanned documents to Laserfiche at a future date. While the documents may be optimized for optical character recognition (OCR), the Service Provider is not required to perform OCR. City intends to perform OCR on all documents when imported into Laserfiche at a future date. Consultant shall save all digital records in Tag Image File Format (TIFF) and include necessary metadata, such as file name and folder path.

B. Scanned file names will include the project number and month/date associated with the project. For example: 000111222-082024.pdf.

C. Service Provider shall provide a comma-separated values (CSV) index containing one row for each scanned file and include the columns below for each item:

- 1) File Name,
- 2) Folder path name,
- 3) Project number,
- 4) Project Name,
- 5) Zoning Map Amendment (ZMA) File Number,
- 6) Address (street name and number),
- 7) Parcel Number,
- 8) Entitlement/Project Type,
- 9) Applicant Name,
- 10) Owner Name,
- 11) Notice of Determination (NOD) / Notice of Exemption (NOE) by Year.

**4. Images /Plans:**

A. Service Provider shall scan documents to capture both the front and back of documents where applicable. Images must be oriented correctly for viewing. All text within scanned documents must be legible up to the edge of the document.

B. For the purposes of this RFP, Service Provider is invited to offer suggestions on how best to scan color photos to maintain the quality and detail of an image while striving to reduce the size of the electronic image (where needed).

**5. Quality:**

Service Provider shall ensure the quality of each scanned image and associated indexing. The City may also perform quality assurance of each image and associated indexing delivered by the Service Provider. If the Service Provider or City discovers unacceptable images, the Service Provider, at no additional cost to the City, shall correct all such unacceptable images.

**6. Deliverables:**

The Service Provider shall meet with staff to determine most effective way to transfer the scanned images, metadata files, and original records to the City. The Service Provider will follow the planned scope of work for the delivery of data. In addition, the index metadata will be included with each file and capable of import into the City's Laserfiche digital data management systems.

**7. Inventory Tracking/Document Retrieval**

A. The Service Provider shall maintain an accurate, bar-coded, and computer-based inventory tracking system to enable City to track scanning progress and retrieve scanned documents on an as needed basis for the duration of Service Provider's scanning services hereunder. The computerized system must be web enabled, with adequate security, to provide internet access to the information by

City users for research, delivery ordering, and tracking reports. Turnaround time for any requested document retrieval must be within 48 hours.

B. The Service Provider shall submit the initial set of scanned files for the City's quality assurance review. Additionally, the Service Provider will provide subsequent scanned files at regular intervals for ongoing review.

C. Finalists chosen as a result of the preliminary written analysis may be required to demonstrate their online data portals for the evaluation team, highlighting record searching, ordering of deliveries, supplies, and tracking of record retention schedules and maturity dates.

**8. Facility and Storage:**

A. All document imaging conversion services, data services, and box storage shall take place at Service Provider's facility. The Service Provider's storage facilities shall provide a level of protection consistent with industry standards and must meet all applicable and current requirements of the National Fire Protection Association.

B. The storage facility or facilities must be properly shelved, fully secured, and equipped with motion, smoke, and heat detectors/alarms to prevent loss from theft and fire. The City requires that the facility or facilities be constructed and equipped with fire safety systems as required by the International Fire Code and other applicable codes. The records storage facility should not house any hazardous material, be located within a flood area or risk exposure from external hazards. All City records shall remain within the state of California at all times.

**9. Proposal Timeline:**

Service Provider shall submit an estimated timeline of completion for the complete scope of the work.

(See next page for Attachments)

## Attachment A: Evaluation and Selection Criteria

### Evaluation Criteria

The following represent the principle selection criteria, which will be considered during the evaluation process:

Firms Qualifications, Experience, and References: Experience in performing work of a closely similar nature and size; experience working with public agencies; strength, stability, experience, and technical competence; assessment by client references.

Qualifications and Experience of Personnel and Staffing: Qualifications and experience of proposed personnel for requested services.

Work Plan: Depth of Consultants understanding of City's requirements; overall quality and logic of work plan.

Quality and Responsiveness of the Proposal: Completeness of response in accordance with the RFP instructions.

Rates and Fees: Reasonableness and competitiveness of the rates and fees proposed; adequacy of data in support of figures quoted, basis on which rates and fees are quoted.

### Review and Selection Process

Staff will evaluate the merits of the proposals received in accordance with the evaluation factors stated in this RFP and formulate a recommendation. For each evaluation criteria, proposals will be evaluated on their relative strengths, deficiencies, and weaknesses.

**Attachment B: Sample Services Contract**

CITY OF ELK GROVE



CONTRACT FOR SERVICES

**SERVICE PROVIDER**

**Title of Contract**

CONTRACT FOR SERVICES

THIS CONTRACT is made on \_\_\_\_\_, 20\_\_, by and between City of Elk Grove, a municipal corporation (the “City”) and \_\_\_\_\_, a \_\_\_\_\_ (the “Service Provider”), collectively referred to as the “Parties.”

WITNESSETH

WHEREAS, Service Provider has presented a proposal to provide services, which services are identified in the Scope of Work attached hereto and incorporated herein by this reference as **Exhibit A**, and by reason of its qualifications, experience, and facilities, is duly authorized to perform the type of services contemplated herein; and,

WHEREAS, City desires to hire Service Provider to perform the Scope of Work pursuant to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, City and Service Provider agree to as follows:

**1. SCOPE OF SERVICES**

A. Service Provider shall do all work, attend all meetings, produce all reports and carry out all activities necessary to complete the services described in the Scope of Work. This Contract and its exhibits shall be known as the “Contract Documents.” Terms set forth in any exhibits shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control.

B. Service Provider agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

**2. TERM OF CONTRACT**

A. This Contract shall be effective as of the date executed by the Parties and approved as to form by the City Attorney and shall terminate at 11:59 p.m. on \_\_\_\_\_, unless earlier terminated pursuant to Section 11 of this Contract. Notwithstanding any other provision of this Contract, the City Manager shall be authorized to extend the termination date of this Contract (including, as necessary, modification of the Scope of Work and/or Schedule of Performance as to time of performance) by a writing signed by the City Manager and the Consultant prior to the initial termination or any extended termination date.

**3. SCHEDULE FOR PERFORMANCE**

City and Service Provider agree that time is of the essence and Service Provider agrees that services shall be undertaken and completed in accordance with the schedule of performance (the “Schedule of Performance”), attached hereto and incorporated herein by reference as **Exhibit B**. Deviations from the time schedule stated in the Schedule of Performance may be made with the



written approval of City Manager, or his/her authorized representative. Service Provider's failure to complete work in accordance with the Schedule of Performance may result in delayed compensation as described in Section 4.

#### **4. COMPENSATION**

A. Service Provider shall be paid monthly as set forth in **Exhibit C**, "Compensation and Method of Payment," attached hereto and incorporated herein by reference, for the actual fees, costs and expenses for the time and materials required and expended, and approved by City, but in no event shall total compensation under this Contract exceed \_\_\_\_\_ (\$\_\_\_\_\_), without City's prior written approval. Said amount shall be paid upon submittal of a monthly invoice showing completion of the tasks that month, including the services rendered, the costs incurred for materials, the person(s) rendering performed services, the amount of time spent by such person(s), and the applicable hourly rate.

B. If Service Provider's performance is not in conformity with the Scope of Work or Schedule of Performance, payments may be delayed or denied, unless otherwise agreed to by City in writing.

C. If the work is halted at the request of City, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract, subject to Section 11.

#### **5. NOTICES**

A. Service Provider shall transmit invoices and any notices to City, with copy (excepting invoices) to City Attorney, as follows:

City of Elk Grove  
Attn: Finance Department  
8401 Laguna Palms Way  
Elk Grove, California 95758

City of Elk Grove  
Attn: City Attorney's Office  
8401 Laguna Palms Way  
Elk Grove, California 95758

B. City shall transmit payments on invoiced amounts, and any notices required by this Contract to Service Provider as follows

#### **6. PROFESSIONAL SERVICES**

Service Provider agrees that services shall be performed and completed in the manner and according to the professional standards observed by a competent practitioner of the profession in which Service Provider and its subcontractors or agents are engaged. Service Provider shall not, either during or after the term of this Contract, make public any reports or articles, or disclose to any third party any information, confidential or otherwise, relative to the work of City or the operations or procedures of City without the prior written consent of City.

Service Provider further agrees that it shall not, during the term of this Contract, take any

action that would affect its impartiality or professionalism due to City whether perceived or actual.

## **7. INDEPENDENT CONTRACTOR**

A. It is understood and agreed that Service Provider (including Service Provider's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto.

B. Service Provider's assigned personnel shall not be entitled to any benefits payable to employees of City.

C. City is not required to make any deductions or withholdings from the compensation payable to Service Provider under the provisions of the Contract and is not required to issue W-2 Forms for income and employment tax purposes for any of Service Provider's assigned personnel.

D. Service Provider, in the performance of its obligation hereunder, is only subject to the control or direction of City as to the designation of tasks to be performed and the results to be accomplished.

E. Any third-party person(s) employed by Service Provider shall be entirely and exclusively under the direction, supervision, and control of Service Provider.

F. Service Provider hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract.

## **8. AUTHORITY OF SERVICE PROVIDER**

Service Provider shall possess no authority with respect to any City decision and no right to act on behalf of City in any capacity whatsoever as agent, or to bind City to any obligations whatsoever.

## **9. CONFLICT OF INTEREST**

Service Provider certifies that it has disclosed to City any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Contract. Service Provider agrees to advise City of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Contract. Service Provider further agrees to complete any statements of economic interest if required by either City ordinance or State law.

## **10. AMENDMENTS, CHANGES OR MODIFICATIONS**

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the Parties hereto and shall be signed by the persons authorized to bind the Parties.

## **11. TERMINATION**

A. This Contract may be terminated by City, provided that City gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of

intent to terminate. Upon termination, City shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and in accordance with Section 15, Property of City.

B. City may temporarily suspend this Contract, at no additional cost to City, provided that Service Provider is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If City gives such notice of temporary suspension, Service Provider shall immediately suspend its activities under this Contract. A temporary suspension may be issued concurrent with the notice of termination provided for in subsection A of this section.

C. Notwithstanding any provisions of this Contract, Service Provider shall not be relieved of liability to City for damages sustained by City by virtue of any breach of this Contract by Service Provider, and City may withhold any payments due to Service Provider until such time as the exact amount of damages, if any, due City from Service Provider is determined.

D. In the event of termination, Service Provider shall be compensated as provided for in this Contract, except as provided in Section 11C . Upon termination, City shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and in accordance with Section 15, Property of City.

## **12. FUNDING**

Service Provider agrees and understands that renewal of this Contract in subsequent years is contingent upon action by City Council consistent with the appropriations limits of Article XIII B of the California Constitution and that the City Council may determine not to fund this Contract in subsequent years.

## **13. NOTICE TO PROCEED**

Prior to commencing work under this Contract, Service Provider shall receive a written “Notice to Proceed” from City. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay Service Provider for any services prior to issuance of the Notice to Proceed.

## **14. EXTENSIONS OF TIME**

Service Provider may, for good cause, request extensions of time to perform the services required hereunder. Such extensions must be authorized in advance by City, in writing, and at City’s sole discretion. Such extensions, if authorized, shall be incorporated in written amendments to this Contract or the attached Scope of Work in the manner provided in Section 10.

## **15. PROPERTY OF CITY**

A. It is mutually agreed that all materials prepared by Service Provider under this Contract shall become the property of City, and Service Provider shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and Service Provider shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as

may have been prepared or accumulated to date by Service Provider in performing this Contract which is not Service Provider's privileged information, as defined by law, or Service Provider's personnel information, along with all other property belonging exclusively to City which is in Service Provider's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this Contract must be approved in writing by City.

B. Additionally, it is agreed that the Parties intend this to be a contract for services and each considers the products and results of the services to be rendered by Service Provider hereunder to be work made for hire. Service Provider acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by City.

C. Nothing herein shall constitute or be construed to be any representation by Service Provider that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location shall be at City's sole risk.

## **16. COMPLIANCE WITH LAW**

Service Provider shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract.

## **17. REPRESENTATIONS**

A. Service Provider agrees and represents that it is qualified to properly provide the services set forth herein, in a manner which is consistent with the generally accepted standards of Service Provider's profession.

B. Service Provider agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law.

C. Service Provider shall designate a project manager who at all times shall represent Service Provider before City on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of City, is no longer employed by Service Provider, or is replaced with the written approval of City, which approval shall not be unreasonably withheld.

D. Service Provider shall provide corrective services without charge to City for services which fail to meet the above professional and legal standards and which are reported to Service Provider in writing within sixty (60) calendar days of discovery. Should Service Provider fail or refuse to perform promptly its obligations, City may render or undertake performance thereof and Service Provider shall be liable for any expenses thereby incurred.

## **18. APPROVAL OF STAFF MEMBERS**

A. Service Provider shall make every reasonable effort to maintain the stability and continuity of Service Provider's staff assigned to perform the services required under this Contract. Service Provider shall notify City of any changes in Service Provider's staff to be assigned to

perform the services required under this Contract and shall obtain the approval of the City Manager of a list of all proposed staff members who are to be assigned to perform services under this Contract prior to any such performance.

**19. ASSIGNMENT AND SUBCONTRACTING:**

A. Except as expressly authorized herein, Service Provider's obligations under this Contract are not assignable or transferable, and Service Provider shall not subcontract any work, without the prior written approval of City. However, claims for money due or which become due to Service Provider from City under this Contract may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to City.

B. Service Provider shall be as fully responsible to City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by Service Provider.

**20. MATERIALS CONFIDENTIAL**

All of the materials prepared or assembled by Service Provider pursuant to performance of this Contract are confidential and Service Provider agrees that they shall not be made available to any individual or organization without the prior written approval of City or except by court order. If Service Provider or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, City has the right to reimbursement and indemnity from Service Provider for any damages caused by Service Provider releasing the information, including, but not limited to, City's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

**21. LIABILITY OF SERVICE PROVIDER—NEGLIGENCE**

Service Provider shall be responsible for performing the work under this Contract in a manner which is consistent with the generally accepted standards of Service Provider's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. City shall have no right of control over the manner in which the work is to be done but only as to its outcome and shall not be charged with the responsibility of preventing risk to Service Provider or its employees, agents, contractors or subcontractors.

**22. INDEMNITY AND LITIGATION COSTS**

To the fullest extent permitted by law, Service Provider shall indemnify, protect, defend, and hold harmless City, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this Contract on the part of Service Provider, except such loss or damage which was caused by the sole negligence, or willful misconduct of City, as determined by a Court of competent jurisdiction. Unless and until such

judicial determination is made, or as otherwise agreed by the parties, Contractor shall remain obligated to defend, indemnify, and hold harmless City, its officers, officials, employees, volunteers, and agents pursuant to this Contract. The provisions of this section shall survive termination or suspension of this Contract.

In any contract that Service Provider enters into with any subcontractor in any capacity related to any and all duties under this Contract, there must be an indemnification provision identical to the one provided in this Section applicable to the subcontractor requiring the subcontractor to assume the defense, indemnify and save harmless City to the same extent as Service Provider. Service Provider’s failure to include such an indemnification provision in any contract with a subcontractor shall constitute a material breach of this Contract. In the event Service Provider fails to obtain such indemnity obligations from others as required herein, Service Provider agrees to be fully responsible and indemnify, and save harmless City as prescribed under this Section.

**23. EVIDENCE OF INSURANCE COVERAGE**

Prior to commencement of any work under this Contract, Service Provider shall provide and maintain in effect during the term of this Contract evidence of insurance coverage as set forth in **Exhibit D**, attached hereto and incorporated herein by reference. These insurance requirements are summarized as follows:

<b>TYPE</b>	<b>SINGLE LIMIT / OCCURRENCE</b>	<b>AGGREGATE</b>	<b>ENDORSEMENTS***</b>
General Liability	\$1,000,000	\$1,000,000	Additional Insured Waiver of Subrogation Primary Non-Contributory
Auto Liability	Non-Commercial Acceptable		
Work Comp Employer’s Liability	Statutory \$1,000,000 each		Waiver of Subrogation

\*\*\*Must be actual endorsements. Typed statements on Certificates of Liability are unacceptable.

**This is a summary only. Please refer to the insurance section and/or exhibit of this contract for specific requirements.**

Furthermore, Service Provider shall certify its compliance with Labor Code Section 3700 in the form attached hereto and incorporated by reference, as **Exhibit E**.

**24. EVIDENCE OF INSURANCE COMPLIANCE**

Service Provider or its insurance broker shall deliver the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage to City. City may designate an insurance certificate processor (“Processor”) to accept and process Service Provider’s proof of insurance. Service Provider shall deliver copies of the actual insurance policies, renewals, or replacements directly to City or Processor upon their

request.

## **25. EMPLOYMENT PRACTICES**

Service Provider, by execution of this Contract, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability or marital status in its employment practices.

## **26. UNAUTHORIZED ALIENS**

Service Provider hereby promises and agrees to comply with all of the provisions of the federal immigration and nationality act (8 U.S.C.A. § 1101 et seq.), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Service Provider so employ such unauthorized aliens for the performance of work and/or services covered by this Contract, and should the federal government impose sanctions against City for such use of unauthorized aliens, Service Provider hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City in connection therewith.

## **27. LICENSES, PERMITS, AND OTHER APPROVALS**

Service Provider represents and warrants to City that it has all licenses, permits, qualifications and approvals of whatsoever nature legally required for Service Provider to practice its profession and perform the work described herein. Service Provider represents and warrants to City that Service Provider shall, at its sole cost and expense, obtain and/or keep in effect at all times during the term of this Contract any licenses, permits, and approvals which are legally required for Service Provider to practice its profession at the time the services are performed.

## **28. RECORDS AND INSPECTION**

Service Provider shall maintain records, books, documents and other evidence directly pertinent to the performance of work under this Contract in accordance with generally accepted accounting principles and practices. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

## **29. MISCELLANEOUS PROVISIONS**

A. Attorneys' Fees: In the event an action or proceeding is instituted by either party for the breach or enforcement of any provision of this Contract, the prevailing party shall be entitled to reasonable attorneys' fees and all litigation expenses, including, but not limited to expert's fees and disbursements.

B. Venue: This Contract shall be deemed to be made in, and the rights and liabilities of the Parties, and the interpretation and construction of the Contract governed by and construed in accordance with the laws of the State of California. Any legal action arising out of this Contract shall be filed in and adjudicated by a court of competent jurisdiction in the County of Sacramento, State of California.

C. Enforceability: If any term or provision of this Contract is found to be void, voidable, invalid or unenforceable by a court of competent jurisdiction under the laws of the State of California, any and all of the remaining terms and provisions of this Contract shall remain binding.

D. Time: All times stated herein or in any other Contract Documents are of the essence.

E. Binding: This Contract shall bind and inure to the heirs, devisees, assignees and successors in interest of Service Provider and to the successors in interest of City in the same manner as if such parties had been expressly named herein.

F. Survivorship: Any responsibility of Service Provider for warranties, insurance, indemnity, record-keeping or compliance with laws with respect to this Contract shall not be invalidated due to the expiration, termination or cancellation of this Contract.

G. Construction and Interpretation: Service Provider and City agree and acknowledge that the provisions of this Contract have been arrived at through negotiation and that each party has had a full and fair opportunity to revise the provisions of this Contract and to have such provisions reviewed by legal counsel. Therefore, any ambiguities in construing or interpreting this Contract shall not be resolved against the drafting party. The titles of the various sections are merely informational and shall not be construed as a substantive portion of this Contract.

H. Waiver: The waiver at any time by any party of any of its rights with respect to a default or other matter arising in connection with this Contract shall not be deemed a waiver with respect to any subsequent default or other matter.

I. Severability: The invalidity, illegality or unenforceability, of any provision of this Contract shall not render the other provisions invalid, illegal or unenforceable.

J. No Third Party Beneficiary: It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to City and Service Provider. Nothing contained in the agreement shall give or allow any claim or right of action whatsoever by any third party. It is the express intent of City and Service Provider that any such person or entity, other than City or Service Provider, receiving benefits or services under this agreement shall be deemed as incidental beneficiary.

K. Non-Discrimination/Non-Preferential Treatment Statement: In performing this Contract, the parties shall not discriminate or grant preferential treatment on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin, and shall comply to the fullest extent allowed by law, with all applicable local, state, and federal laws relating to nondiscrimination.

L. Authority to Execute: The person or persons executing this Contract on behalf of Service Provider warrant and represent that they have the authority to execute this Contract on behalf of their agency and further warrant and represent that they have the authority to bind Service Provider to the performance of its obligations hereunder.



M. Dispute Resolution: Prior to either party commencing any legal action under this Contract, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may pursue available legal and equitable remedies the other.

N. Force Majeure: Neither party shall be in default by reason of any failure in the performance of this Contract if such failure arises out of causes beyond its reasonable control. Such causes may include, but are not limited to, acts of God, acts of the public enemy, acts of government in either its sovereign or contractual capacity, acts of the party whose performance is not sought to be excused, fires, flood, weather, epidemics, quarantine restrictions, strikes, freight embargoes, failure of transmission or power supply, mechanical difficulties with equipment which could not have been reasonably forecasted or provided for, or other causes beyond its sole control. The party so affected will resume performance as soon as practicable after the force majeure event terminates.

**30. ENTIRE AGREEMENT**

This instrument and any attachments hereto constitute the entire Contract between City and Service Provider concerning the subject matter hereof and supersedes any and all prior oral and written communications between the Parties regarding the subject matter hereof.

AGREED to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by the Parties as follows:

Approved to as form:

**SERVICE PROVIDER**

By: \_\_\_\_\_ By: \_\_\_\_\_  
Attorney for Service Provider

Approved as to form:

**CITY OF ELK GROVE**

By: \_\_\_\_\_ By: \_\_\_\_\_  
Jonathan P. Hobbs, City Attorney Jason Behrmann, City Manager

Attest to:

By: \_\_\_\_\_  
Jason Lindgren, City Clerk

Dated: \_\_\_\_\_

**EXHIBIT A**  
**Scope of Work**

## **EXHIBIT B**

### **Schedule of Performance**

**EXHIBIT C**  
**Compensation and Method of Payment**

Under no circumstances shall the aggregate amount paid under this Contract exceed the amount specified in Section 4A above and if the Contract is approved by the City Manager, all compensation paid to Service Provider each year shall meet the cost limitation set forth in City of Elk Grove Municipal Code Chapter 3.42.

## EXHIBIT D

### Insurance Requirements

Prior to commencement of any work under this Contract, Consultant shall provide to the City proof of, and maintain in full force and effect at all times during the term of the Contract, at its sole cost and expense, policies of insurance as set forth herein. Consultant shall comply with all reporting and other provisions of the policies of insurance as set forth herein including, but not limited to, timely reporting of claims and suits. Further, should Consultant maintain any programs of self-insurance, Consultant shall comply with the applicable fulfillment of any self-insured retentions.

1. General Liability:
  - a. Comprehensive general liability insurance including, but not limited to, protection for claims of bodily injury and property damage.
  - b. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage form CG 0001 (occurrence).
  - c. Claims-made coverage is not acceptable.
  - d. The limits of liability shall not be less than:

Each occurrence:	One Million Dollars (\$1,000,000)
Aggregate:	One Million Dollars (\$1,000,000)
  - e. The City, its officials, employees, agents and authorized volunteers shall be covered and specifically named as additional insured as respects liability arising out of activities performed by or on behalf of Consultant, products and completed operations of Consultant, premises owned, occupied, or used by Consultant, or automobiles leased, hired, or borrowed by Consultant on a separate endorsement acceptable to the City.
  - f. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, agents, and authorized volunteers for losses arising from work performed by Consultant.
  - g. The policy shall contain no special limitations on the scope of coverage afforded to the City, its officials, employees, agents, or authorized volunteers.
  - h. Provision or endorsement stating that for any claims related to this contract, Consultant's insurance coverage shall be primary insurance as respects the City, its officials, employees, agents, and authorized volunteers to the extent the City is an additional insured. Any insurance or self-insurance maintained by the City, its officials, employees, agents, or authorized volunteers shall be in excess of Consultant's insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss or judgment.

2. Automobile Liability:
  - a. Automobile liability insurance providing protection against claims of bodily injury and property damage arising out of ownership, operation, maintenance, or use of automobiles.
  - b. Non-commercial policies are acceptable.
  
3. Worker's Compensation:
  - a. Worker's Compensation Insurance, with coverage as required by the State of California (unless Consultant is a qualified self-insurer with the State of California or is not required by California law to carry workers' compensation coverage), and Employers Liability coverage. Consultant shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in Exhibit E.
  - b. Employer's Liability Coverage minimum limits shall be no less than \$1,000,000.
  - c. If an injury occurs to any employee of Consultant for which the employee or his dependents, in the event of his death, may be entitled to compensation from the City under the provisions of the Acts, for which compensation is claimed from the City, there will be retained out of the sums due Consultant under this Contract, an amount sufficient to cover such compensation as fixed by the Acts, until such compensation is paid or it is determined that no compensation is due. If the City is required to pay such compensation, the amount so paid will be deducted and retained from such sums due, or to become due to Consultant.
  - d. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, agents, and authorized volunteers for losses arising from work performed by Consultant.
  
4. Acceptability of Insurers: Insurance is to be placed with insurers with a **Bests' rating of no less than A:VII.**
  
5. Any deductibles, aggregate limits, pending claims or lawsuits that may diminish the aggregate limits, or self-insured retention(s), must be declared to, and approved by, the City.
  
6. Consultant shall furnish the City with certificates of insurance and original endorsements or insurance binders, signed by a person authorized by the insurer to bind coverage on its behalf, evidencing the coverage required by this Contract. At the written request of the City, Consultant agrees to furnish a duplicate original or certified copy of each required policy including the declaration pages, conditions, provisions, endorsements, and exclusions.
  
7. The City, due to unforeseen risk or exhaustion, failure, or dilution of Consultant's insurance coverage, at its discretion, may increase the

amounts and types of insurance coverage required hereunder at any time during the term of the contract by giving 30 days written notice.

8. Consultant shall serve the City notice, in writing by certified mail, within 2 days of any notices received from any insurance carriers providing insurance coverage under this Agreement that concern the suspension, voidance, cancellation, termination, reduction in coverage or limits, non-renewal, or material changes of coverage proposed or otherwise.
9. If Consultant fails to procure or maintain insurance as required by this section, and any Supplementary Conditions, or fails to furnish the City with proof of such insurance, the City, at its discretion, may procure any or all such insurance. Premiums for such insurance procured by the City shall be deducted and retained from any sums due Consultant under the contract.
10. Failure of the City to obtain such insurance shall in no way relieve Consultant from any of its responsibilities under the contract.
11. The making of progress payments to Consultant shall not be construed as relieving Consultant or its Sub-Consultants or agents of responsibility for loss or direct physical loss, damage, or destruction occurring prior to final acceptance by the City.
12. The failure of the City to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at any time during the term of the contract.
13. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

## EXHIBIT E

### **Certificate of Compliance With Labor Code § 3700, Release and Indemnification**

The undersigned, on behalf of and as the duly certified representative of Service Provider, certifies as follows:

1. Service Provider is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Service Provider has complied or will comply with such provisions before commencing the performance of the work of this contract. (Cal. Labor Code §§1860, 1861.)
  
2. Should Service Provider fail to secure Workers' Compensation coverage as required by the State of California, Service Provider shall release, hold harmless, defend and indemnify City of Elk Grove from and against any damage, liability, claim, cause of action and any other loss, including without limitation, court costs, reasonable attorney's fees and costs resulting from any failure to take and/or maintain Workers' Compensation insurance as required by law. The provisions of this Exhibit shall survive termination, suspension and/or completion of this Contract. It is further understood and agreed that this release and assumption of risk is to be binding on Service Provider's successors, heirs and assigns.

SERVICE PROVIDER

By:

\_\_\_\_\_

Date:

\_\_\_\_\_

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_



**Attachment C**

