



Request for Proposals

for

ARCHITECTURAL PLANNING AND DESIGN SERVICES FOR A HOMELESS SHELTER

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

Proposals Due by March 31, 2025 at 4:00pm PDT

INTRODUCTION

The City of Elk Grove (City) is accepting proposals from qualified architectural firms, teams, or consultants (Proposers) with demonstrated experience in homeless shelter design to prepare a design from concept through the site selection and schematic design (Project) 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.

One digital PDF copy must be submitted to the Office of the Clerk **by March 31, 2025 at 4:00pm**. Proposals shall be submitted to the Office of the City Clerk at cityclerk@elkgrovecity.org, with a copy to Sarah Bontrager at sbontrager@elkgrovecity.org. Submittals in PDF format must be fully ADA compliant. Large files may be sent using a cloud-based system such as Dropbox. Proposer 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 proposer does not receive confirmation from the City Clerk that the proposal has been received, proposer should assume the transmission failed and either resubmit or arrange for another method of delivery. Proposers 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 email to Rosa Tapia, Senior Management Analyst, at rtapia@elkgrovecity.org. Such contact shall be for clarification purposes only. The City will answer questions on a rolling basis, generally weekly. The City must receive all questions **no later than March 21, 2025, at 5:00pm**. 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.

BACKGROUND

The City has one of the lowest rates of homelessness in Sacramento County. Based on data collected from the City's Housing and Public Services Division, Police Department, and nonprofit service providers, staff estimates that between 100 and 150 individuals experience homelessness on any given night. The [2024 Point-in-Time Count](#) identified 83 unsheltered individuals living within the City limits.

Many individuals experiencing homelessness face barriers to accessing essential services such as medical care, identification documents, and hygiene facilities. These challenges disproportionately impact their health, safety, and ability to transition into stable housing. Following the COVID-19 pandemic and the passage of Measure E local sales tax, the City took a more direct role in addressing homelessness by funding the Enhanced Winter Sanctuary (EWS). Over six months, the EWS provided low-barrier shelter on a referral basis and served 62 individuals, averaging 21 guests per night. A total of 3,811 bed nights were provided, with an average stay of 72 days per guest.

The success of the EWS underscored the need for a more permanent, year-round shelter to better support those experiencing homelessness in Elk Grove. In response, the City opened a year-round, low-barrier shelter in November 2024. This shelter is currently operating at a temporary location through 2027, and efforts are underway to identify a permanent site that will provide long-term stability and comprehensive

support for the community's most vulnerable residents.

CITY'S VISION

The City envisions that the development of this Project will occur in four distinct but interrelated phases: conceptual program development, site selection consultation, schematic design and development, and plans and specifications. The City is committed to ongoing community engagement throughout the process and will provide opportunities for residents and stakeholders to offer input, ask questions, and stay informed as the Project develops. The City anticipates using a mix of local and state funding to support the Project but may also consider federal funding if available.

In the conceptual phase, the City will collaborate with the selected Proposer and stakeholders to define the Project's framework, ensuring that it meets the specific needs of the community while aligning with the intended outcomes. This phase focuses on establishing a solid foundation for the Project's design and site selection criteria.

Following this, the City will enter the site selection phase, where the selected Proposer will provide support in evaluating potential locations. This phase ensures that the chosen site is suitable for the Project's objectives and operational requirements, fully aligning with the vision established during the conceptual phase. The City anticipates completing any necessary land/site acquisition at the conclusion of this phase.

In the schematic design development phase, the City will work with the selected Proposer and stakeholders to refine the Project design, finalizing architectural and engineering details. This phase focuses on preparing comprehensive schematic plans that align with the goals set forth in earlier phases.

In the final phase, the selected Proposer will complete a set of detailed, permit-ready construction documents and technical specifications, such that the Project can move forward with an invitation to bid for contractors.

The four phases are crucial in ensuring the Project's success, sustainability, and long-term impact.

SCOPE OF WORK

The City is seeking proposals from qualified Proposers with demonstrated experience in homeless shelter design as described herein.

Core Principles

Communication, Collaboration, and Community Engagement

The selected Proposer must be able to:

- a. Participate in community outreach efforts across the City to provide information, address concerns, and foster public understanding of the Project;
- b. Assist the City in facilitating community meetings, workshops, or other forums to discuss design elements that promote the core principles;
- c. Collaborate effectively with City departments and stakeholders on issues related to management and operations of the Project;
- d. Collaborate with community organizations, nonprofits, and/or providers of homeless services to ensure a successful homeless shelter design;
- e. Ensure inclusive participation from residents, stakeholders, and individuals with a lived experience of homelessness; and

- f. Ensure there is effective communication with the City and its partners regarding operational changes such as staffing, point of contact, and/or delays or interruptions affecting Project operations.

Universal Design that Complies with ADA and CBC Requirements

Implement universal design principles that allow the shelter to be inclusive of all types of residents, including those with mobility issues, sensory impairments, or mental health conditions. Ensure project designs comply with Americans with Disabilities Act (ADA) and California Building Code (CBC) requirements, including but not limited to, those applicable to public housing. This could involve one or more strategies, such as providing private rooms, accessible laundry areas, and adaptable spaces for different needs.

Trauma-Informed Design

Design the shelter using trauma-informed principles, which focus on creating an environment that promotes a sense of dignity, privacy, and both physical and emotional safety.

Energy Efficiency and Sustainability

Include sustainable design practices, such as those encouraged by Leadership in Energy and Environmental Design (LEED) certification, to help minimize the environmental impact and reduce operational costs. This includes energy-efficient lighting, insulation, and ventilation systems, as well as the use of renewable energy sources like solar panels. The City is open to exploring a LEED rating for this facility, but may defer to simply building to LEED standards and forgo commissioning/formal rating. The facility should strive for Tier 1 CalGreen and, to the extent possible, be an all-electric facility.

Low-Maintenance, High Quality Materials

Utilize durable, low-maintenance materials to enhance longevity and minimize long-term operating costs.

Requirements

Project Overview

The selected Proposer will facilitate the development of a new homeless shelter through four primary phases: conceptual program development, site selection consultation, schematic design and development, and plans and specifications. The selected Proposer will collaborate with City departments, stakeholders, and community members to ensure the Project aligns with local needs and policy goals.

The City is committed to an inclusive, transparent process that integrates community input, sustainable design principles, and operational feasibility into the final Project framework.

Project Development Team

The City expects the establishment of a Project Development Team (PDT), which will include project management staff from the selected Proposer, as well as the City. Weekly or bi-weekly calls or meetings should be established for the duration of the project effort. On occasion, the City will extend invitations to the PDT meetings to other technical resources, including its engineering teams, staff from other City projects, and other City partners. The focus of these meetings should be on ensuring progress on the scope of work, identifying critical path work elements, identifying and resolving problems or issues, or other technical items. PDT meetings may, depending on the schedule, be held either in person or via Teams/Zoom. The selected Proposer shall be responsible for scheduling the meetings, preparing the meeting agendas, meeting materials, and meeting minutes. Agendas shall be sent out a minimum of 24

hours in advance of the meeting and include any necessary supporting materials. Meeting minutes shall be distributed no more than 72 hours following the meeting.

Community Engagement

The City desires the incorporation of public engagement at key times throughout the process. The most critical phase is during the site selection process. It is expected that, at a minimum, the selected Proposer will support the effort in developing a public engagement plan, graphics, text, materials, and, where aligning with the planning and design charrettes/workshops, staffing support for the events. It is expected that the engagement plan will include both in-person and remote participation opportunities.

Maintaining transparency, positive community relations, and building trust in the City's decision-making process is extremely important to the City. The City has experienced and dedicated public engagement staff that would lead this process. The City expects that, at a minimum, the selected Proposer will support the facilitation of community meetings, work closely with the City's residents and stakeholders, and provide supporting documentation such as graphics and text.

City Partnership

The City will provide a staff member as a primary point of contact to support with contract management, coordination around community events, and for other opportunities for collaboration.

Phase 1: Conceptual Program Development

The conceptual program development phase will define the Project's foundation, ensuring alignment with the community's needs and the City's vision. The selected Proposer will be responsible for developing a comprehensive project framework, incorporating best practices in shelter design and operations.

Key Tasks:

- a. Project Framework Development
 - i. Conduct an in-depth needs assessment, including demographic analysis, service gaps, and best practices in shelter design and operations.
 - ii. Develop an operational model that ensures efficient use of space, staffing requirements, service provision, and compliance with applicable ADA and CBC requirements.
- b. Stakeholder Engagement and Collaboration
 - i. Facilitate workshops, focus groups, and public meetings to gather input from residents, service providers, and individuals who have experienced homelessness.
 - ii. Engage with City departments, community organizations, and nonprofits to integrate their expertise and align expectations.
 - iii. Prepare engagement summaries and adjust conceptual plans based on feedback received.
- c. Preliminary Design Development
 - i. Create conceptual Project program(s) incorporating universal and trauma-informed design principles. Ensure designs comply with applicable ADA and CBC requirements.
 - ii. Develop preliminary site programming, including sleeping areas, service delivery spaces, and community spaces.
 - iii. Provide initial cost estimates.
- d. Sustainability and Feasibility Analysis
 - i. Identify sustainability goals and potential LEED certification pathways.

- ii. Assess long-term operational feasibility.
- iii. Conduct a risk assessment to identify potential challenges in project execution.

Upon completion of this phase, the selected Proposer will deliver a detailed Conceptual Program Development Report summarizing findings, design recommendations, and an implementation roadmap for the next phase.

The City desires that the Conceptual Program Development take no more than 60 days to develop, allowing the effort to move forward to Phase 2, Site Selection. The City recognizes that the program will evolve and be refined based upon site selection and the extensive public engagement that will occur during that phase.

Phase 2: Site Selection Consultation

Building on the foundation established in the conceptual program development phase, Phase 2 will focus on identifying the optimal site for the Project. The selected Proposer will support the City in developing site selection criteria based on the program's ideal requirements, ensuring alignment with operational needs, best practices, and community considerations. Once the site selection criteria are established, the next step will involve scoring potential sites based on their alignment with the program's needs and the City's vision.

The selected Proposer will apply the defined criteria to evaluate certain sites, considering factors such as accessibility, safety, impact on the surrounding neighborhood, construction feasibility, and operational feasibility. Through this collaborative process, the City and selected Proposer will jointly ensure a comprehensive evaluation and identify the site that best meets the program's objectives and the City's long-term goals.

Key Tasks:

- a. Facilitate workshops in collaboration with the City.
- b. On a site-by-site basis, assess the feasibility of sites identified by the City.
- c. Support the development of objective design criteria specific to the shelter's needs.
 - i. Ensure that potential sites adhere to relevant local, state, and federal regulations, including zoning laws, building codes, and environmental policies.
 - ii. Assess the availability and capacity of utilities (e.g., water, sewer, electricity, telecommunication) and necessary infrastructure to support the shelter's operations.
- d. As needed, conduct site visits to test/refine the planning concepts and recommendations in coordination with the PDT.
- e. Identify potential impacts on the surrounding community and recommend solutions to minimize disruption.
- f. Provide preliminary cost assessments for potential sites, including site preparation, infrastructure improvements, and any required changes to the site to meet the shelter needs.
- g. Support the development of criteria to ensure the site is safe for both shelter residents and the broader community, including crime prevention through environmental design (CPTED) principles.

At this time, the City anticipates that between five (5) to ten (10) sites will require evaluation. Proposers shall include sufficient scope and budget in their proposal to complete investigation for this range of potential sites. Proposers shall also include a set cost per additional site, which the City can authorize through written authorization to the selected Proposer, to analyze one or more additional sites.

Phase 3: Schematic Design and Development Phase

During this phase, the selected Proposer will be required to develop a schematic design and progress it into

a full set of design materials to support Project approval, including any required review under the California Environmental Quality Act (CEQA) and any entitlement approvals required for the site.

Key Tasks:

- a. Facilitate workshops in collaboration with the City.
- b. Further develop conceptual plans and incorporate any design changes.
- c. Prepare necessary presentation materials (e.g., renderings, including 3-D renderings, and models) to communicate design and obtain approval of design direction.
- d. Any necessary documents required for entitlement review as listed in the City’s [development application submittal checklist](#), or other required materials (e.g., CAP Checklist).
- e. Present the design to regulatory agencies as required.
- f. Ensure the Project meets CalGreen Tier 1 and LEED certification standards.

Phase 4: Plans and Specifications

In this phase, the selected Proposer will develop a comprehensive set of design development and, later, construction documents necessary for issuing an invitation to bid by contractors. The document package will serve as a clear and professional guide for potential contractors, ensuring they have all the information needed to submit accurate and competitive proposals. The goal is to provide a thorough, well-organized package that aligns with the City’s vision and project requirements, while facilitating a smooth and transparent bidding process.

Key Tasks:

- a. Support the City in creating bid document packages by providing all necessary documentation to ensure proper bidding and contractor preparation, including:
 - i. Detailed architectural drawings.
 - ii. Technical specifications.
 - iii. Permit-ready specifications.
 - iv. All requisite documentation that clearly delineates the design, scope, and expectations for the shelter project.

Note, for this Phase of work, Proposers shall describe their intended approach to complete the design development and construction document phase of work, including how they intend to coordinate with the City and project sponsor and the City in its regulatory capacity (e.g., issuing building permits). Any coordination with outside agencies (e.g., Cosumnes CSD Fire, water and sewer agencies, other utilities) shall also be described. Because the Project program and site have not been fully identified, Proposers need not propose a detailed scope and fee for this Phase. The City anticipates, should it so desire, an amendment to the contract with the selected Proposer to authorize this work upon mutual agreement of scope and fee.

RFP SCHEDULE

The City anticipates the following schedule for reviewing submitted proposals and may revise the schedule as needed:

RFP available	February 27, 2025
Questions/answers posted online	Weekly
Deadline for questions	March 21, 2025, at 5:00pm PDT
Deadline for proposal submissions	March 31, 2025, at 4:00pm PDT

Tentative Proposer interviews	Week of April 7, 2025
City Council selection of provider	May 14, 2025

Proposals received will be reviewed by staff and may be reviewed by the City's ad hoc committee on homelessness, which consists of two Council members. Staff and/or the ad hoc committee may do interviews with one or more Proposers if deemed necessary. Following their review, staff and/or the ad hoc committee will recommend award of a contract with a Proposer to the full City Council for contract approval.

GUIDELINES FOR PROPOSAL

The following guidelines are provided for standardizing the preparation and submission of proposals. The intent is to assist Proposers in the preparation of their submissions and to assist the City by simplifying the review process and 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 Proposer's capability to satisfy the intent and requirements of this RFP and should not contain redundancies and conflicting statements.

Proposers must submit one digital PDF copy to the Office of the Clerk **by March 31, 2025 at 4:00pm.** Proposals shall be submitted to the Office of the City Clerk at cityclerk@elkgrovecity.org, with a copy to Sarah Bontrager at sbontrager@elkgrovecity.org.

Proposals shall contain the following information in the order listed:

1. Introductory letter

The introductory letter should be addressed to:

Sarah Bontrager
Housing and Public Services Manager
City of Elk Grove
8401 Laguna Palms Way
Elk Grove, CA 95758

The letter shall include the Proposer's name, mailing address, telephone number, and email. The letter shall address the Proposer's understanding of the project, a brief description of their proposal, and any other information the Proposer has gathered. Include a statement discussing the Proposer's interest and qualifications for this type of work. A principal of the firm authorized to legally bind the firm shall sign the letter. The letter should identify a project lead who is responsible for answering any questions relevant to the proposal and has the responsibility relative to the project development and operation as relates to any City contract.

2. Table of Contents

The Proposer shall insert a comprehensive table of contents denoting Sections 3 through 9 of the proposal as indicated below.

3. Qualifications and Experience

Describe the Proposer’s capability for undertaking and performing the work, including any professional licenses and certificates held by the Proposer. List types and locations of similar work performed by the Proposer in the last five (5) years that best characterizes the quality and past performance. Include all entities responsible for implementing the project described herein, including the following elements:

- a. Identify key staff, including:
 - a. Brief resumes that include length of time providing such services and contact information (including location, phone, and e-mail address).
 - b. Indicate each team member’s responsibility for project tasks.
 - c. Identify the lead person who will be the primary liaison.
- b. For each example of similar work, the proposal shall include the names of all entities involved, budget, major sources of funding, services provided, project outcomes, contact person and phone number. At least two examples of recent, relevant projects shall be provided. The list should include the contact person, phone number, approximate funding received and funding sources.

The City may contact references as a part of the selection process and references will be asked to comment on work quality and performance.

4. Work Plan

The work plan must state the Proposer’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.

Please include the following elements:

- a. Commitment to core principles
 - i. Demonstrate alignment with the core principles outlined in the RFP.
- b. Project management plan
 - i. Staffing Plan – Outline the roles and responsibilities of key personnel.
 - ii. Community Engagement and Outreach Plan – Describe strategies for involving stakeholders.
 - iii. Preliminary Work Plan – Provide a breakdown of key tasks and a timeline for completing each project phase.
- c. Approach to site planning and cost management
 - i. Explain the methodology for conceptual site planning, schematic design and development, cost estimation, and cost control.
- d. Capacity and performance history
 - i. Provide an overview of the firm’s current workload and capacity to take on this project expeditiously.
 - ii. Disclose any past involvement in litigation, arbitration, or mediation due to design errors or omissions, if applicable, provide details.

5. Conflict of Interest Statement

Any activities or relationships of the Proposer that might create a conflict of interest for the Proposer 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.

6. Supportive Information/References

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

7. Budget

This section should include the cost for requested services outlined in the Scope of Work broken out by the phases identified in the Scope of Work and must specifically itemize the fees for the services. The fee proposal shall list any subconsultants on the project team with their respective fee.

Budgets for each must include the following costs, and may include other line items at the Proposer’s discretion:

- a. Personnel, including subconsultants
- b. Travel
- c. Printing and other supplies

No cost increases shall be passed onto the City after the proposal has been submitted.

8. Secretary of State

Proposer shall acknowledge their understanding of needing to be registered with the California Secretary of State as noted in the RFP language below. Proposers shall provide a printout from [the Secretary of State’s website](#), or a copy of their current certificate, demonstrating that they are in good standing with the State of California.

9. Professional Services Contract

Attached to this RFP (Attachment B) is a copy of the City’s standard Professional 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 Proposers 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 Proposer’s response shall not be allowed after the selection of the Proposer. 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***
Professional Liability/Errors and Omissions	\$1,000,000	\$1,000,000	

***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.

GENERAL POLICIES

Withdrawal or Modifications of Proposals

Any proposal may be withdrawn or modified by a written request signed by the Proposer and received by the City Clerk prior to the final time and date for the receipt of proposals. Once the deadline is past, Proposers 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. Proposals shall be evaluated by staff and/or the members of the ad hoc committee on homelessness. The Council shall approve or deny any proposals after considering the recommendation of staff and/or the ad hoc committee.

A contract may be awarded to the responsible Proposer 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 Proposer if the successful Proposer refuses or fails to execute the contract. All Proposers 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 Proposer. 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 Proposer is a sole proprietorship, Proposer 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 Proposer 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 Proposer. 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 Proposer 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>.

Validity of Pricing

Proposers 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.

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 Proposers normally engaged in providing the services specified herein. By responding to this RFP, the Proposer consents to the City's right to inspect the Proposer's facilities, personnel, and organization at any time, or to take any other action necessary to determine Proposer'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 Proposers 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 Proposer is awarded a contract as a result of this RFP, the Proposer shall, if the Proposer has sufficient capacity, provide to other governmental agencies, so requesting, the services awarded in accordance with

the terms and conditions of the RFP.

Payment Terms

Payment shall be made as set forth in the contract attached hereto as Attachment B. In submitting proposals under these specifications, Proposers 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 Proposer 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 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, Proposer 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, Proposer 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.

Records

The Proposer 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 Proposer 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 Proposer 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 five (5) years after receipt of final payment.

ATTACHMENTS

Attachment A: Evaluation and Selection Criteria

Evaluation Criteria

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

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 Proposer's 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.

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

Review and Selection Process

Reviewers 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 Professional Services Contract

CITY OF ELK GROVE



CONSULTANT CONTRACT FOR

Consultant's Name

Project

CONTRACT FOR SERVICES

THIS CONTRACT is made on _____, 20__, by and between City of Elk Grove, a municipal corporation (the "City") and _____, _____ (the "Consultant"), collectively referred to as the "Parties."

WITNESSETH

WHEREAS, Consultant 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 Consultant 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 Consultant agree to as follows:

1. SCOPE OF SERVICES

A. Consultant 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. Consultant 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 modify the Scope of Work and/or 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 Consultant agree that time is of the essence and Consultant 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. Consultant'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. Consultant 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 _____ (\$00.00), 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 Consultant'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. Consultant 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 Consultant as follows:

6. PROFESSIONAL SERVICES

Consultant 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 Consultant and its subcontractors or agents are engaged. Consultant 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.

Consultant 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 Consultant (including Consultant's employees) is an independent contractor, and that no relationship of employer-employee exists between the Parties hereto.

B. Consultant'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 Consultant under the provisions of the Contract and is not required to issue W-2 Forms for income and employment tax purposes for any of Consultant's assigned personnel.

D. Consultant, 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 Consultant shall be entirely and exclusively under the direction, supervision, and control of Consultant.

F. Consultant 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 CONSULTANT

Consultant 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

Consultant 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. Consultant 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. Consultant 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 Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If City gives such notice of temporary suspension, Consultant 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, Consultant shall not be relieved of liability to City for damages sustained by City by virtue of any breach of this Contract by Consultant, and City may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due City from Consultant is determined.

D. In the event of termination, Consultant 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

Consultant 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, Consultant 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 Consultant for any services prior to issuance of the Notice to Proceed.

14. EXTENSIONS OF TIME

Consultant 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 Consultant under this Contract shall become the property of City, and Consultant shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and Consultant 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 Consultant in performing this Contract which is not Consultant's privileged information, as defined by law, or Consultant's personnel information, along with all other property belonging exclusively to City which is in Consultant'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 Consultant hereunder to be work made for hire. Consultant 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 Consultant 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

Consultant 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. Consultant 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 Consultant's profession.

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

C. Consultant shall designate a project manager who at all times shall represent Consultant 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 Consultant, or is replaced with the written approval of City, which approval shall not be unreasonably withheld.

D. Consultant 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 Consultant in writing within sixty (60) calendar days of discovery. Should Consultant fail or refuse to perform promptly its obligations, City may render or undertake performance thereof and Consultant shall be liable for any expenses thereby incurred.

18. APPROVAL OF STAFF MEMBERS

A. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Contract. Consultant shall notify City of any changes in Consultant'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, Consultant's obligations under this Contract are not assignable or transferable, and Consultant shall not subcontract any work, without the prior written approval of City. However, claims for money due or which become due to Consultant 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. Consultant 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 Consultant.

20. MATERIALS CONFIDENTIAL

All of the materials prepared or assembled by Consultant pursuant to performance of this Contract are confidential and Consultant 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 Consultant 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 Consultant for any damages caused by Consultant 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 CONSULTANT—NEGLIGENCE

Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of Consultant'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 Consultant or its employees, agents, contractors or subcontractors.

22. INDEMNITY AND LITIGATION COSTS

To the fullest extent permitted by law, Consultant 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 Consultant, 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 Consultant 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 Consultant. Consultant'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 Consultant fails to obtain such indemnity obligations from others as required herein,

Consultant 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, Consultant 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:

TYPE	SINGLE LIMIT / OCCURRENCE	AGGREGATE	ENDORSEMENTS***
Professional Liability/Errors and Omissions	\$1,000,000	\$1,000,000	

***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, Consultant 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

Consultant 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 Consultant's proof of insurance. Consultant shall deliver copies of the actual insurance policies, renewals, or replacements directly to City or Processor upon their request.

25. EMPLOYMENT PRACTICES

Consultant, 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

Consultant 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 Consultant 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, Consultant 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

Consultant represents and warrants to City that it has all licenses, permits, qualifications and approvals of whatsoever nature legally required for Consultant to practice its profession and perform the work described herein. Consultant represents and warrants to City that Consultant 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 Consultant to practice its profession at the time the services are performed.

28. RECORDS AND INSPECTION

Consultant 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 Project 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 Consultant 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 Consultant 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: Consultant 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 Consultant. 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 Consultant that any such person or entity, other than City or Consultant, 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 Consultant 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 Consultant 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 against 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 Consultant 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:

CONSULTANT

By: _____
Attorney for Consultant

By: _____
Name/Title

Approved as to form:

CITY OF ELK GROVE

By: _____
Jonathan P. Hobbs, City Attorney

By: _____
Jason Behrmann, City Manager

Attest to:

By: _____
Jason Lindgren, City Clerk

Dated: _____

EXHIBIT A

Scope of Work

To be completed based upon Proposer selection.

EXHIBIT B

Schedule of Performance

To be completed based upon Proposer selection.

EXHIBIT C

Compensation and Method of Payment

To be completed based upon Proposer selection.

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 Consultant 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. Errors and Omissions; Malpractice; Professional Liability:
 - a. Errors and omissions, malpractice, or professional liability insurance sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this Contract.
 - b. The limits of liability shall not be less than:

Each occurrence or claim:	One Million Dollars (\$1,000,000)
Aggregate:	One Million Dollars (\$1,000,000)
 - c. Both occurrence and claims-made policies are acceptable.
2. Acceptability of Insurers: Insurance is to be placed with insurers with a **Bests' rating of no less than A:VII**.
3. 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.
4. 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.
5. 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.
6. 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.

7. 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.
8. Failure of the City to obtain such insurance shall in no way relieve Consultant from any of its responsibilities under the contract.
9. 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.
10. 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.
11. 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 Consultant, certifies as follows:

1. Consultant 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 Consultant 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 Consultant fail to secure Workers' Compensation coverage as required by the State of California, Consultant 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 Consultant's successors, heirs and assigns.

CONSULTANT

By: _____

Date: _____

Name: _____

Title: _____