

CITY OF ELK GROVE



Request for Proposals

For

Drupal Website Development, Migration and Support

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

Proposals Due by June 1, 2021 by 4:00 PM

Introduction:

The City of Elk Grove (City) is accepting proposals from qualified Service Providers (Service Provider(s)) for Website Build, Maintenance and Professional 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, 7 copies, and one USB Flash Drive copy of the proposals must be submitted to the Office of the City Clerk by June 1, 2021 by 4:00 PM. Proposal shall be submitted in a sealed envelope clearly marked Website Build, Maintenance and Professional Services 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, with a copy to Lupe Murrietta, Graphics and Multimedia Program Manager, lmurrietta@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 regarding this RFP are to be directed by e-mail to: Lupe Murrietta, Graphics and Multimedia Program Manager, lmurrietta@elkgrovecity.org. Such contact shall be for clarification purposes only. The City must receive all questions no later than May 17, 2021. Material changes, if any, to the scope of services or proposal procedures shall only be transmitted by written addendum and posted to the City web site. Addendums and answers to submitted questions will be available via the City of Elk Grove web site 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://businesssearch.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 web site, <http://www.elkgrovecity.org/community/request-for-proposal.asp>.

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.

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 three years with three 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:

1. Introductory letter

The introductory letter should be addressed to:

Lupe Murrietta
Graphics and Multimedia Program Manager
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.

2. Table of Contents

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

3. Qualifications and Experience

Describe the Service Provider's capability for actually 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. Professional Services Contract:

Attached to the 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 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***
Work Comp (3A) Employer’s Liability	Statutory \$1,000,000 each		Waiver of Subrogation
Professional Liability (4A)	\$1,000,000	\$1,000,000	Requires one-year coverage past contract expiration

*****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 Agreement for specific requirements.**

(See next page for Scope of Work)

SCOPE OF WORK

Background:

The City of Elk Grove, CA, (City) is currently seeking proposals for a Web Developer to build a Drupal CMS site, provide a recommendation for off-site hosting, manage the sites as needed, while improving functionality of the City's two websites, www.elkgrovecity.org and www.elkgrovepd.org. The City of Elk Grove website often provides users with their first impression of the City. Both websites are an integral component to communicating with the public and are a resource that official City staff use to disseminate information to the community. The City is committed to maintaining high-quality websites that are easy to read and navigate by Elk Grove residents and other interested viewers. It is important that the City's websites present a professional, consistent brand image for the City of Elk Grove and the Police Department.

The City is seeking a vendor to update [elkgrovecity.org](http://www.elkgrovecity.org) and [elkgrovepd.org](http://www.elkgrovepd.org) concurrently or consecutively depending on the vendors recommendation.

The City's existing website, www.elkgrovecity.org, contains general and specific local government information including an overview page, council page, department pages, directory of City Hall, committees, site maps, local news, job and contract opportunities, links, community events, contact information and more. The City's Police Department website is www.elkgrovepd.org. This site contains information about neighborhood watch programs, community events, safety tips, criminal reports, press releases and much more. The primary goals of both websites are to provide simple electronic access to public services, serve as a medium of communications, reduce transaction costs for the City and citizens, and streamline business.

CURRENT CONFIGURATION AND SET-UP OF WEBSITE:

The City of Elk Grove currently has two websites.

- a. <http://www.elkgrovecity.org>
- b. <http://www.elkgrovepd.org>

Number of Webpages: Approximately 777

The City uses links to the following third parties for pieces of the City's website:

1. Constant Contact
2. Streaming video and meeting podcasts (Granicus)
3. Job applications and hiring information (NeoGov)
4. Crime Reports (Crimereports.com)
5. Online building permits, business license renewals, service requests, utility billing account access, planning projects, and code enforcement case info (Central Square Technologies Public Sector Software)
6. Authorize.net shopping carts for bus passes and business licenses
7. ArcGIS Online at arcgis.com for interactive maps and applications
8. Sacramento County GIS for a web mapping application

DESIRED REQUIREMENTS:

NEW CONTENT MANAGEMENT SYSTEM (CMS) BUILT IN DRUPAL

The City is looking for a Drupal CMS to be created in place of the existing site, as the City intends to avoid a proprietary CMS. The website should be a secured https site using the City's existing SSL certificate. City staff like the current look and feel of the site but are open to design enhancements. The City is looking for proposers to recommend ways to improve functionality, where they see fit. Include necessary training, website programming and maintenance needed. Below are the top needs/improvements.

Describe your Company's capabilities and expertise in transitioning the website:

1. Robust search functionality: The City site contains a high volume of information that can be arduous for users to navigate. The City intends to feature search functionality prominently on the homepage as the City expects residents to search more than browse.
 - Auto-suggest results while typing
 - Ability for CMS users to tag pages with keywords to force a higher ranking of certain pages in search results and/or have those tagged pages appear in auto-suggestions — or similar functionality as recommended by developer.
2. Site must meet WCAG 2.1 Success Criteria
3. Significantly improved mobile experience (specifically the navigation)
4. Easy creation of short URL forwarders: Admin permissions only
5. Management and creation of forwarding URLs: Admin permissions only
6. Forms:
 - More robust security such as Google Recaptcha or other recommendation
 - Ability to reveal additional options relative to the user's form selections
 - Insert submissions into database
 - Customize confirmation messages and notifications to recipients
 - Allow CMS users to download form submissions as CSV file: restricted by permissions (only those with access to that section of the website can download information from forms in that section)
7. Slight redesign of [home page](#)
 - Remove carousel, replace with modern approach such as 2x2 squares, etc. where content can schedule for launch and expiry
 - All icon links (below carousel) should show at once
 - Search bar featured prominently at top of page
 - Add element to promote Constant Contact signups (not a modal window)
 - Redesign of "[Elk Grove News](#)" section
8. Improved [website calendar](#)
 - Ability to show category-specific calendars on specific divisions' pages
 - Easily link to individual events
 - Color code by category type
 - Ability to incorporate RSS calendars from partner organizations is a bonus
 - Very mobile friendly UI
9. [Events pages](#): Events homepage needs to list all events for the year and auto-expire them by moving them to the end of the list. Looking for developers' recommendation to improve the UI of this page where over 100 events are listed and need to be accessible the entire year. Creation of an event page should result in its display on the Events homepage listing as well.
10. Make current navigation sticky
11. Ability to add animation in page content on an as-needed basis
12. Admin ability to customize WYSIWYG toolbar for CMS users
13. CMS user accounts should integrate with the City's SharePoint account
14. CMS user ability to schedule the launch or hiding of a page
15. CMS Uploads:
 1. Should resize large graphics to admin's set maximum width/height
 2. Restrict or otherwise downsize files which exceed admin's defined maximum

3. Force file naming of uploads to all lowercase with hyphens replacing spaces
4. Restrict users' upload permissions to only add/modify files within their user group
16. Integration with Constant Contact in any way possible is a plus.
17. Developer should configure forwarder to lessen the effect of broken links when website switches to Drupal
18. Auto-insertion of Google analytics tracking code when users link to documents
19. All existing functionality currently on the websites (not limited to what is listed in this proposal) should remain

SERVICES/TASKS:

ONGOING MAINTENANCE PLAN:

Please address how you will help support the internal team that maintains the City's current website. We require support availability during regular business hours, Pacific time, and 24/7 on an emergency basis.

TRANSITION AND START-UP PLAN:

Please describe how you would propose transitioning to your company. What would your transition plan look like? What information would you need? What hosting would you recommend? What is your timeline for completion?

COMMUNICATION PLAN:

1. Please address how you propose communicating about new content or functionality.
2. Describe your process for version control and backups.

WEBSITE HOSTING PLAN:

Currently the City's websites are hosted by our existing vendor. We are looking to move that to a cloud-based hosting system that is located in the United States and meets FedRAMP requirements. Please indicate whether you recommend that you host the website, and provide your web hosting documentation, or recommend a third-party vendor host the City's website. Please describe how your company interacts with web hosting platforms for security patching and web updates. This information should be included as part of your Work Plan, item 4. In the Fee section, item 7, identify the costs for hosting separately.

VENDOR QUALIFICATIONS:

The City will utilize this RFP to evaluate vendor experience, qualifications and capabilities for developing and implementing a new City website. The desired qualifications are outlined below. Responders are to submit a written narrative corresponding to each of the numbered items:

- 1) Municipal Website Design Experience
 - a. Northern California municipal clients (please list City name and website URL)
 - b. Other municipal clients (please list City name and website URL)
 - c. If no previous municipal experience, please explain relevant government website experience (please list other government clients/URLs)
 - d. References (minimum of three references, including all contact information below)
 - i. Client Name
 - ii. Client Contact Person
 - iii. Client Address
 - iv. Website Address
 - v. Phone
 - e. Examples: Examples where your company has built a Drupal CMS sites for a municipality and/or other government agencies.
- 2) Company Profile
 - a. Number of years in business
 - b. Office location(s) (Include business address)
 - c. Demonstrated company financial stability

- d. Provide examples of a demonstrated ability to work collaboratively with your client and your client's advertising agency, internal digital marketing staff, and other vendors for web related services on projects.
- 3) Team Members/Roles (list all personnel to be assigned to this project)
- a. Name, title, role (e.g., project management, programming, graphics)
 - b. Background of staff that will do maintenance and new programming. Include certifications, programming knowledge, and years' experience.
 - c. Specify if they are onsite or a sub-contractor. If they are a sub-contractor, provide a statement of intent including a resume that includes certifications, education, and experience, include programming skills and platforms.
 - d. Indicate your staffs support availability, including on-line and telephone capabilities for help with web site problems. Include afterhours support costs. Due to the nature of press releases and emergency notifications, how will you handle after hours needs for website support?
- 4) Vendor Service Capabilities (Describe all available)
- a. Website development
 - b. Software tools (e.g., Content Management System or modules)
 - c. Site maintenance
 - d. Client training as needed
 - e. Availability of technical support
 - f. Demonstrated PCI DSS compliance on all sensitive information
 - g. Integration of Authorize.net payment processing integration
 - h. Appropriate redundancy and scalability to avoid unexpected outages and to accommodate periodic maintenance, usage growth and sudden usage surges
 - i. Meets U.S. Federal Government ADA requirements
 - j. Security for both City staff and users
 - k. Other
 - l. Service level agreements and support times,
 - m. Provide examples of a work request
 - n. Provide examples of clients who you have created e-commerce capabilities
- 5) Service Level Agreement
- a. Please provide an SLA agreement and include it as part of your workplan.
 - b. Describe and define your support services, list by job title and task

COMPONENTS AND TOOLS

Including and in addition to the above scope of work the City will be looking to the developer to provide recommendations in the City's approach to keep the sites design and technology modern and on trend.

(See next page for Pricing)

PRICING:

Pricing shall be inclusive of all costs and shall be full compensation for all services, labor, toll, equipment, and any other items required for project completion and/or completion of services.

For each of the components listed below list total fees to complete and estimated completion timeline.

- 1) Drupal CMS and functionality as noted in Desired Requirements
- 2) Site re-design to accommodate changes that are outlined in this proposal
- 3) Cost to provide City staff with training and the number of training hours included
- 4) Ongoing support and maintenance costs for updates, including hourly rates. Include what regular support includes and define pricing and tasks that would be considered out of the regular scope of support.
- 5) Hosting Services:
 - i) Which hosting company and plan are you recommending?
 - ii) What are the monthly fees for this service?
 - iii) Are there any one-time migration fees associated with moving the servers from the current host provider?
- 6) Include pricing for regular support services and hourly rates for additional tasks
- 7) Itemize pricing for elkgrovecity.org and elkgrovepd.org

(See next page for Attachments)

ATTACHMENTS

Attachment A: Evaluation and Selection Criteria

Evaluation Criteria

The following represent the principal 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 Professional 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:

TYPE	SINGLE LIMIT / OCCURRENCE	AGGREGATE	ENDORSEMENTS***
Work Comp (3A) Employer's Liability	Statutory \$1,000,000 each		Waiver of Subrogation

Professional Liability (4A)	\$1,000,000	\$1,000,000	Requires one-year coverage past contract expiration
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*****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 Agreement 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 wavier 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:

1. Worker's Compensation
 - a. Worker's Compensation Insurance, with coverage as required by the State of California (unless the Consultant is a qualified self-insurer with the State of California), and Employers Liability coverage. The Consultant shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in Exhibit E.
 - b. Employer's Liability Coverage shall not be less than One Million Dollars (\$1,000,000).
 - c. If an injury occurs to any employee of the Consultant for which the employee or the employee's dependents, in the event of the employee's 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 the 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 the Consultant.
2. Errors and Omissions; Malpractice; Professional Liability. Errors and omissions, malpractice, or professional liability insurance with coverage of not less than One Million Dollars (\$1,000,000) per occurrence or per claim. Both occurrence or claims-made policies are acceptable. Upon termination of this Contract, the same insurance requirements in Section 4 of this Exhibit will apply for a one (1) year period following such termination. A "tail" policy may be purchased as an alternative to satisfy this requirement.
3. Acceptability of Insurers: Insurance is to be placed with insurers with a **Bests' rating of no less than A:VII**.
4. 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.
5. The 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.

6. 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.
7. The 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.
8. If the 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 the Consultant under the contract.
9. Failure of the City to obtain such insurance shall in no way relieve the Consultant from any of its responsibilities under the contract.
10. The making of progress payments to the Consultant shall not be construed as relieving the 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.
11. 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.
12. 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: _____