

CITY OF ELK GROVE



Request for Proposals

For

GRAZING SERVICES FOR VEGETATION MANAGEMENT (OM2309)

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

Proposals Due by 4:00 PM, March 3, 2023

Introduction:

The City of Elk Grove (City) is accepting proposals from qualified Service Providers (Service Provider(s)) for Grazing Services for Vegetation Management 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 signed original, seven (7) copies, and one USB Flash Drive copy of the proposals must be submitted to the Office of the City Clerk by 4:00 PM, March 3, 2023. Proposal shall be submitted in a sealed envelope clearly marked Grazing Services for Vegetation Management and addressed to:

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

Questions regarding this RFP are to be directed by e-mail to: Ron Faulk, Operations Supervisor, at rfaulk@elkgrovecity.org, with a copy to Andrea Koerner, Administrative Analyst at akoerner@elkgrovecity.org. Such contact shall be for clarification purposes only. The City must receive all questions no later than February 22, 2023. 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. Addendums shall be acknowledged, signed and submitted with proposal.

Proposals shall not be accepted by fax or electronically.

Late Proposals:

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

Withdrawal or Modifications of Proposals:

Any proposal may be withdrawn or modified by a written request signed by the Service Provider and received by the City Clerk prior to the final time and date for the receipt of proposals.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

Proposal Acceptance and Rejection:

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

Proposal Evaluation and Award:

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

Register with the California Secretary of State:

Unless Service Provider is a sole proprietorship, Service Provider must be registered and in good standing with the California Secretary of State within 14 days following notification of the City's intent to award a contract to Service Provider and prior to execution of a final contract. Failure to timely register with the Secretary of State may result in the City awarding the contract to another Service Provider. Additional

information regarding the registration process may be found on the Secretary of State's website at: <https://bizfileonline.sos.ca.gov>.

Disclosure of Submitted Materials:

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

Waiver of Irregularities:

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

Local Vendor Preference:

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

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

Validity of Pricing:

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. All prices quoted shall be C.I.F. (Cost, Insurance, Freight) to the destination designated by the City, freight prepaid (Service Provider pays and bears freight, insurance, and unloading charges, Service Provider owns goods in transit and must file any third-party claims for losses incurred during shipment). Each item must be listed separately. 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.

Samples and 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 provide samples or demonstrations 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 types of products and services specified herein. By responding to this RFP, the Service Provider consents to the City's right to inspect the Service Provider's facilities, products, 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 products and services supplied in response to the RFP shall remain the property of the Service Provider until a physical inspection is made and the products and services are accepted to the satisfaction of the City. The products and services must comply fully with the terms of the RFP, be of the required quality and new unless specified by the City. Any substitutes of products or services not meeting specifications will be rejected, and returned if applicable, at the Service Provider's expense. The City will make payment only after receipt and acceptance of products and services.

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 or quantities available, provide to other governmental agencies, so requesting, the products and 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 products and 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 two one-year extensions, at the option of the City. The City reserves the right to set the term for a period deemed to be in the best interest of the City, and terminate the contract as set forth therein.

Amendments:

If, in the course of the performance of the contract, Service Provider or the City proposes changes to the goods and 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 and delivery of goods under the contract. The Service Provider shall maintain adequate records of services provided and goods delivered in sufficient detail to permit an evaluation of services and goods. 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.

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.

One signed original, seven (7) copies, and one USB Flash Drive copy of the proposals must be submitted to the Office of the City Clerk by 4:00 PM, March 3, 2023. Proposal shall be submitted in a sealed envelope clearly marked Grazing Services for Vegetation Management and addressed to:

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

Proposals shall contain the following information in the order listed:

1. Introductory letter

The introductory letter should be addressed to:

Ron Faulk
Operations Supervisor
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. Contract for Services:

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

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

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

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

(See next page for Scope of Work)

SCOPE OF WORK

The Service Provider shall furnish all labor, material, equipment, and services necessary to provide livestock grazing services (Work) for properties described in Appendix A and Appendix B (collectively, Grazing Properties) located in Elk Grove, California, according to these specifications and as directed by the City.

Service Provider shall supply, transport, utilize, and care for a goat and/or sheep herd of adequate size to achieve the City's objectives within the City's timeframe and schedule. Generally, seasonal goals are to reduce vegetation to an approximate height of four (4) inches including shrubbery and brush, as feasible, determined by the City.

Goat and/or sheep grazing has become an important part of the vegetation management strategy employed by the City of Elk Grove. Goats and/or sheep are deployed into the various open space, creek and channel areas described in Appendix A and Appendix B and are allowed to graze until a sufficient amount of vegetation is removed.

TARGETED GRAZING OBJECTIVES

The objectives of the City's targeted grazing activities include:

1. Retain and perpetuate stands of healthy California native perennial grasses through vegetation management focused on reduction in biomass and seed set by exotic/invasive species, primarily annual grasses and nonnative annual broadleaf weeds.
2. Reduce risk of wildfires and/or floods through fuel management/reduction of accumulated biomass.
3. Improve habitat conditions for special status wildlife species (e.g., Swainson's hawk), and wildlife in general, through creation of optimal foraging, roosting, and breeding habitat.
4. Manage for retention of organic ground covering litter.

QUALITY ASSURANCE

A City Representative shall periodically inspect the Grazing Properties throughout the duration of the identified grazing activities. Any unacceptable operations found, as determined by City Landscaping or Drainage Supervisor or designated Representative, shall be corrected according to City's direction and at the Service Provider's expense before acceptance of the work or payment.

QUALITY CONTROL

Industry Standards

Anything customarily necessary or as requested by City, based on industry standards, for proper completion of the work and not otherwise addressed in this RFP or the contract, shall be furnished and installed even though not contained in the specifications.

Supervision

The Service Provider is responsible for direct supervision of the Service Provider's personnel or subcontractors while operating on the Grazing Properties.

SCHEDULE, TIMING AND CONDITIONS

Targeted grazing activities on the Grazing Properties shall be performed during the active growing season between March 15th and August 30th. If needed, as determined by City in its sole discretion, fall grazing activity will take place between September 1st and November 30th. Grazing shall not be performed when soils are saturated, often following precipitation events where rainfall exceeds 0.5 inches over a 3-day period.

The Service Provider shall be responsible for coordinating and scheduling the delivery of the herd, equipment and materials to the project site with all work activities. The duration of each assignment will vary depending on the size and complexity of each site to be grazed. The City requires all grazing activity on this Contract to be completed during the active growing season.

MEASUREMENT, PAYMENT AND INSPECTION

Weekly, the Service Provider shall report to the City's Landscape Supervisor and/or the Operations and Maintenance Supervisor, on grazing site selection and the work completed, including herd size, acres grazed, and the schedule for future work. The City may periodically verify herd size during site visits throughout the duration of the Contract. The City shall monitor grazing levels to ensure grazing targets as specified in RFP are being met.

Payment will be made for Work satisfactorily completed as called for in the Contract. The City Representative shall inspect and notify the Service Provider of any unsatisfactory work. Full compensation for conforming to the Scope of Work of this RFP shall be considered as included in the Contract unit prices, and no further payment shall be made thereafter.

The Contract unit prices shall include full compensation for furnishing all labor, travel time, materials, tools, equipment, livestock, and incidentals and for doing all the work involved in completion of the Scope of Work as specified herein, and as directed by the City.

DIFFERING SITE CONDITIONS

During the progress of the work, if physical conditions are encountered at the site differing materially from those indicated in the Contract, or if unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract are encountered at the site, the party discovering such conditions shall promptly notice the City. Upon notification, the City will investigate the conditions, and if the City determines the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of the Work, the City may issue a Contract Change Order.

The City shall notify the Service Provider of determination if an adjustment of the Contract is warranted in writing. No Contract adjustments shall be allowed for any effects on unchanged Work.

LIVESTOCK MANAGEMENT

Livestock shall be limited to goats and/or sheep depending on the targeted vegetation. Livestock shall be managed in accordance with City's targeted grazing objectives.

Livestock Numbers

Service Provider shall provide between 100 and 5,000 animals to graze on the Grazing Properties. The exact number of animals for any Grazing Property shall be dependent on Grazing Property size, forage availability and targeted grazing objective. To the extent City determines an adjustment to the herd size is necessary for any Grazing Property, Service Provider shall promptly make such adjustment to the herd size at such Grazing Property, as directed by City. Livestock numbers and species of goat and/or sheep combinations may need to be adjusted by the Service Provider and as agreed to by City based upon available forage and as needed to meet the schedule and grazing objectives as identified.

Saturated Soil Conditions

Grazing shall not be performed when soils are saturated, often following precipitation events where rainfall exceeds 0.5 inches over a 3-day period. Following a saturating rainfall event, the Service Provider, in consultation with the City, shall take reasonable measures to ensure any levee, seepage berm or maintenance access road is not unduly damaged by livestock by temporarily reducing the size of the herd, and moving, or containing the herd to a prescribed, less sensitive location. Any damage to infrastructure including costs associated with remediation of the sites will be borne exclusively by the Service Provider.

Livestock Health

It is the Service Provider's sole responsibility to ensure that animals used in the vegetation management operations are healthy. Service Provider's guard animals used in the operation need not be leashed but must be always under control. The herd and guard animals shall have appropriate care, including being offered adequate amounts of water to support the health and welfare of all the animals. Each animal shall have required identification (ear or collar) tags; vaccinations shall be current with current documentation. Sick or distressed goats and/or sheep or guard animals shall be immediately removed from the herd and provided immediate appropriate veterinary care. Once adequate grazing has been achieved at a

particular location, the herd shall be relocated to the next location to prevent overgrazing, habitat destruction, soil erosion, and to ensure that the goats and/or sheep are adequately fed.

New Noxious Weeds

The Service Provider, to the extent feasible, shall mitigate the possibility of introducing new noxious weeds onto any designated Grazing Property. This includes an off-site forty-eight (48) hour quarantine requirement for any animals coming from outside the greater Sacramento area.

Livestock Death

If any animal dies during the grazing season, it shall be disposed offsite within 48 hours or less. Service Provider's dead animals cannot be buried on City property or disposed of in City trash receptacles.

Livestock Observation

The Service Provider shall check all livestock continually. Service Provider's herdsman shall protect and prevent grazing of all native and other desirable plant species, including sapling trees, as identified by City staff or designee. All assigned employees must be qualified, trained, and capable of verbal and written communication skills for assigned work including effectively communicating with the City staff, residents, and animal control officers.

Livestock Movement

If livestock are requested to be removed from or confined within the designated Grazing Property (e.g., in the case of a soil saturating precipitation event), the requirement will be accomplished within a two (2)-day period. If the Service Provider is non-responsive to the City's request, damages will be assessed and borne solely by the Service Provider and the contract may be canceled with no additional payments to the Service Provider. Movement of livestock shall be by the most efficient means available. No livestock shall be allowed or moved by foot on any public road or adjacent private property, without prior written authorization and coordination with City staff.

In general, the Service Provider will be provided access to each Grazing Property through City creeks and channels and through City access gates. The City will work with Service Provider to designate space at each Grazing Property for Service Provider's trailer and grazing-related equipment. At each group of grazing animals, up to two shepherds may camp with the herd for the purposes of a temporary base of operations and security for Service Provider's animals. Camp sites shall be limited to a total of no more than two trucks, a living trailer, and ancillary equipment (like generators, hoses, watering troughs, etc.). Sewage from the living trailers shall be collected and disposed of in accordance with all applicable health regulations. All trailers shall be neat, tidy, and in a habitable condition. Temporary Camp sites shall be kept neat and clean. Open campfires shall not be allowed. City, at its sole discretion, may direct Service Provider to move camps to different locations within the grazing site. Service Provider will need to remove all vehicles, trailers, fencing, trash, waste, water containers, and other materials within seven days or less of completion of grazing at each site.

The City must be notified if the Service Provider needs to temporarily close a maintenance access road, pedestrian trails or road for public safety. No work shall be done at times when, at the discretion of the City representative, weather or site conditions are unsafe or likely to cause damage to maintenance creeks and channels, pedestrian trails or roads. Unless pre-approved, damages or alterations caused by Service Provider's operations to drains, creeks & channels, pedestrian trails, or roads will be repaired to City standards at the sole cost of the Service Provider.

Service Provider will minimize and restrict non-essential driving on maintenance access roads, pedestrian trails or roads in rainy weather, and consult with City where rutting or other maintenance access road, pedestrian trail, or road damage is threatened.

Public and Private property

The Service Provider shall always respect public and private property boundaries.

Livestock Trespassing

The Service Provider will be expected to observe and manage all livestock daily, or as appropriate, and remove or return trespassing livestock or guard animals as needed. All livestock or guard animals are

deemed to be trespassing if the Service Providers livestock are outside of designated Grazing Property or if other livestock are inside of the Grazing Property. The Service Provider must respond to any request to remove or return trespassing livestock within 24 hours and bear all costs for damage done.

Fences and Gates

The Service Provider shall be responsible for using electrified and/or temporary fencing around the entire perimeter of each active Grazing Property to contain the livestock and to protect adjacent properties. The Service Provider shall be responsible for maintenance and repair of all electric fences, gates, or other improvements within any designated Grazing Property. All fences and boundary fences must be maintained to a level that will ensure livestock are confined to allowable areas prior to release of livestock and during period of use. The Service Provider shall use electrified and/or temporary fence or other means to exclude livestock from portions of the property, including sensitive habitats such as wetlands, stream channels/banks and riparian areas. All fencing and gates shall be removed upon completion of all grazing on a designated property.

The Service Provider shall ensure that adjacent property and improvements shall always be protected from damage and intrusion during the execution of the work described herein. Any damage to adjacent properties shall be repaired or replaced by the Service Provider at their sole expense. Work shall be carried out in a manner to avoid all conflicts with use of and access to adjacent properties.

Signage

The Service Provider shall post signage that may help visitors understand why livestock are grazing, and how to avoid negative interactions with them. Signage shall be posted in visible locations to the satisfaction of the City. If using electric fence, Service Provider shall post notices stating fence is electric. Signage shall be always posted while fencing or livestock are present. Signage identifying the Service Providers business name and a 24-hour contact phone number shall be required every 200' on all sides of the area where there is potential of public access. The intent is that citizens and neighbors first direct their questions and concerns to the Service Provider.

Livestock Watering

The Service Provider shall be responsible for watering and providing watering infrastructure necessary for livestock operations within designated Grazing Properties. City will identify potential known water sources where present but is not responsible for ensuring water sources or availability.

Traffic Control

Traffic control will be the sole responsibility of the Service Provider. When moving livestock within 200 feet of pedestrian trails or public roads, Service Provider shall post a lookout on such pedestrian trails, or roads to ensure the safety of trail users and motorists. All traffic control measures required by the City for road closure shall be adhered to as a condition of this project. Flaggers shall wear highly visible orange, yellow-green, or fluorescent-colored garments and shall use advance warning signs, cones, and STOP/SLOW paddles. Communication and coordination of all traffic control measures during road closures or trail closures with an Operations and Maintenance Department representative is required.

Communication

Service Provider shall maintain a cell phone and provide an emergency telephone number by which City representatives may make contact for emergency or operational purposes. Service Provider shall respond to telephone calls within one (1) hour. If such response cannot be made within one hour by Service Provider, Service Provider shall, in advance, designate a responsible decision-making representative, or make alternative arrangements for contact. Service Provider shall immediately advise the City representative of any changes in the Service Provider's contact information.

Firearms

Service Provider shall not carry on their person or use firearms on City properties or during the performance of any duties hereunder. Problem animals interfering with livestock operations (such as coyotes, mountain lions, dogs, etc.) shall be handled through the City Police Department, City Animal Control, or the California Department of Fish and Wildlife.

Overgrazing damage

City staff will periodically inspect the areas being grazed and verify with the Service Provider that enough vegetation has been removed and grazing is complete. Service Provider will take care to avoid soil erosion problems caused by overstocking or overgrazing, such as exposing base soil excessively in grassland areas and causing excessive powdering of soil. Service Provider shall take care to protect trees of 4 inches or greater in diameter at breast height from bark stripping or girdling damage by using tarps, portable fencing, or other means. In the event an area is overstocked, and bare ground is visible in areas over 50% in the area used, Service Provider will be responsible for erosion control treatment that may include installing wattle, covering bare ground with straw, or other methods approved by the City at Service Provider's expense.

LIVESTOCK SERVICES INSPECTION

The City shall provide overall contract oversight, review and evaluation of this agreement and the Service Providers performance. The Service Provider shall provide appropriate livestock (goats and/or sheep) and will follow the provisions of the RFP to provide services or supplies that may become necessary. Livestock numbers may need to be adjusted by the Service Provider based upon available forage and as needed to meet the grazing objectives of the designated Grazing Property.

Citizen Reporting

City staff shall be notified within one (1) hour of Service Provider being contacted by Code Enforcement, Animal Control, or Elk Grove Police Department. City shall be notified in writing of the reported incident and what the issue was regarding. If removal of Service Provider staff, guard animal or herd, is directed by City enforcement officers Service Provider shall comply immediately.

FIRE SAFETY AND HAZARDOUS MATERIALS

In the event of a safety or hazard issue the Service Provider field crew must be able to communicate with the City by contacting the Drainage Supervisor, Carlos Rueda, (916) 687-33018, or the **24-hour non-emergency hotline (916) 687-3005**. The Service Provider is also responsible for the following:

- Fuels. At no time will fuel cans/containers (glass bottles and jugs are prohibited) be placed within 100 feet of a river/creek or lake/pond. Additionally, reasonable precautions shall be taken to prevent spills of Petro-chemical fuels and at no time will fuels/oils be used or placed within 100 feet of a waterway (i.e., river, creek, pond, or lake). In the event of a hazardous material spill, the Service Provider will immediately notify City.
- Fire Safety. During periods of very high and extreme fire danger, specific equipment and fire precautionary measures are applicable as follows:
 - One fire extinguisher and shovel that is 46 inches in length shall be kept with each piece of operating power equipment.
 - Smoking is prohibited within the work area.
 - The fire department must be notified immediately if initial control actions fail to extinguish a fire. City shall be notified immediately after the fire department is notified.

COST PROPOSAL

The cost proposal shall be submitted with "Item 7. Fee" using the table and format below. The Service Provider's cost proposal shall be on a per acre basis for all costs that may be reasonably incurred for the execution of the services identified as described in this request for proposals with a not-to-exceed total amount to provide the identified services.

Appendix A provides the Grazing Matrix and Appendix B identifies the Grazing Properties. The Service Provider shall perform a site visit to each Grazing Property prior to responding to this proposal. Location of services to be performed is limited to the Grazing Properties designated in this proposal. At the discretion of the Department of Public Works, additional City owned parcels may be added to the service area at additional cost to the City at the per acre cost.

The following quantities are approximate only and are given for the purpose of comparing proposals. The City does not expressly or by implication agree that the actual amount of Work will correspond with quantities given herein but reserves the right to increase or decrease the amount of any class or portion of the Work as may be deemed necessary. Payment shall be based upon the actual quantities unless otherwise specified.

FEE TABLE

Item No.	Description	Unit of Measure	Estimated Acres	Per Acre Price	Total Price
Laguna Creek (see Appendix B for Grazing Properties)					
1	Laguna Creek 1	Per Acre	34.4		
2	Laguna Creek 2	Per Acre	53.6		
3	Laguna Creek 3	Per Acre	55.4		
Laguna West Basin (see Appendix B for Grazing Properties)					
4	Laguna West Basin	Per Acre	19.4		
South Calvine Road Basin (see Appendix B for Grazing Properties)					
5	South Calvine Road Basin	Per Acre	19.9		
Elk Grove Creek (see Appendix B for Grazing Properties)					
6	Elk Grove Creek 1	Per Acre	28.8		
7	Elk Grove Creek 2	Per Acre	12.8		
8	Elk Grove Creek 3	Per Acre	8		
9	Elk Grove Creek 4	Per Acre	8.1		
10	Elk Grove Creek 5	Per Acre	12.7		
Strawberry Creek (see Appendix B for Grazing Properties)					
11	Strawberry Creek 1A	Per Acre	16.1		
12	Strawberry Creek 1B	Per Acre	10.5		
13	Strawberry Creek 2	Per Acre	25.9		
14	Strawberry Creek 3	Per Acre	4.1		
Stonebrook (see Appendix B for Grazing Properties)					
15	Stonebrook	Per Acre	24.7		
Ryland Wetlands (see Appendix B for Grazing Properties)					
16	Ryland Wetlands 1	Per Acre	7.3		
17	Ryland Wetlands 2	Per Acre	8.9		

Item No.	Description	Unit of Measure	Estimated Acres	Per Acre Price	Total Price
18	Ryland Wetlands 3	Per Acre	2.3		
Franklin Channel (see Appendix B for Grazing Properties)					
19	Franklin Channel 1	Per Acre	25.7		
20	Franklin Channel 2	Per Acre	44.3		
21	Franklin Mitigation Channel	Per Acre	7		
Laguna Creek Tributary (see Appendix B for Grazing Properties)					
22	Ehrhardt Channel	Per Acre	16.8		
Shed C Channel					
23	Shed C Channel	Per Acre	49.3		
24	Shed C Basin 1	Per Acre	3		
25	Shed C Basin 2	Per Acre	18.3		
Additional Acreage 2022					
26	Big Horn/Bruceville NE Corner	Per Acre	13.3		
TOTAL PRICE					\$

SCHEDULE

Prior to commencing grazing services for vegetation management work, Service Provider shall submit a preliminary schedule to show route and movement of goats and/or sheep from location to location and timeline of work performed for each Grazing Property.

ATTACHMENTS

Attachment A: Evaluation and Selection Criteria
Attachment B: Sample Contract for Services

(See next page for Appendices and Attachments)

Appendix A Grazing Matrix

Map Location #	Location	Location Map Name	Approximate Acreage	City Priority
1	Laguna Creek	Laguna Creek 1	34.4	LOW
		Laguna Creek 2	53.6	LOW
		Laguna Creek 3	55.4	LOW
		Total:	143.4	
2	Laguna West Basin	Laguna West Basin	19.4	HIGH
		Total:	19.4	
3	South Calvine Road Basin	South Calvine Road Basin	19.9	LOW
		Total:	19.9	
4	Elk Grove Creek	Elk Grove Creek 1	28.8	HIGH
		Elk Grove Creek 2	12.8	HIGH
		Elk Grove Creek 3	8	HIGH
		Elk Grove Creek 4	8.1	HIGH
		Elk Grove Creek 5	12.7	HIGH
Total:	70.4			
5	Strawberry Creek	Strawberry Creek 1A	16.1	HIGH
		Strawberry Creek 1B	10.5	HIGH
		Strawberry Creek 2	25.9	HIGH
		Strawberry Creek 3	4.1	HIGH
Total:	56.6			
6	Stonebrook	Stonebrook	24.7	HIGH
		Total:	24.7	
6	Ryland Wetlands	Ryland Wetlands 1	7.3	LOW
		Ryland Wetlands 2	8.9	LOW
		Ryland Wetlands 3	2.3	LOW
Total:	18.5			
7	Franklin Channel	Franklin Channel 1	25.7	HIGH
		Franklin Channel 2	44.3	HIGH
		Franklin Mitigation Channel	7	HIGH
Total:	77			
8	Ehrhardt Channel	Ehrhardt Channel	16.8	LOW
		Total:	16.8	
9	Shed C Channel	Shed C Channel	49.3	LOW
		Shed C Basin 1	3	LOW
		Shed C Basin 2	18.3	LOW
Total:	70.6			
10	Big Horn/Bruceville	Big Horn/Bruceville NE Corner	13.3	LOW
		Total:	13.3	

Item No. 2 - Laguna Creek 2

Parcel Viewer

SACRAMENTO COUNTY

Search for Parcels, Addresses, Intersections and Landmarks

Parcel Details Layers Measure Search Results Select Features Aerial Imagery Other Imagery Zoom To X/Y Display X/Y/Elevation Recent Sales Date Range Advanced Search Legend Help

Measure Tools

Area: Click on the map and draw a polygon. Double-click to end the polygon.

Distance

Area

Total: 53.6 Acres (US)

Acres (US)

(Measurement is estimated using the map display and not intended for legal or engineering purposes.)

Clear

Item No. 3 - Laguna Creek 3

Measure Tools

Area: Click on the map and draw a polygon. Double-click to end the polygon.

Distance

Area

Total: 55.4 Acres (US)

Acres (US)

(Measurement is estimated using the map display and not intended for legal or engineering purposes.)

Clear



Item No. 4 - Laguna West Basin

Parcel Viewer

SACRAMENTO COUNTY

Search for Parcels, Addresses, Intersections and Landmarks

Parcel Details Layers Measure Search Results Select Features Aerial Imagery Other Imagery Zoom To X/Y Display X/Y/Elevation Recent Sales Date Range Advanced Search Legend Help

Measure Tools

Area: Click on the map and draw a polygon. Double-click to end the polygon.

Distance

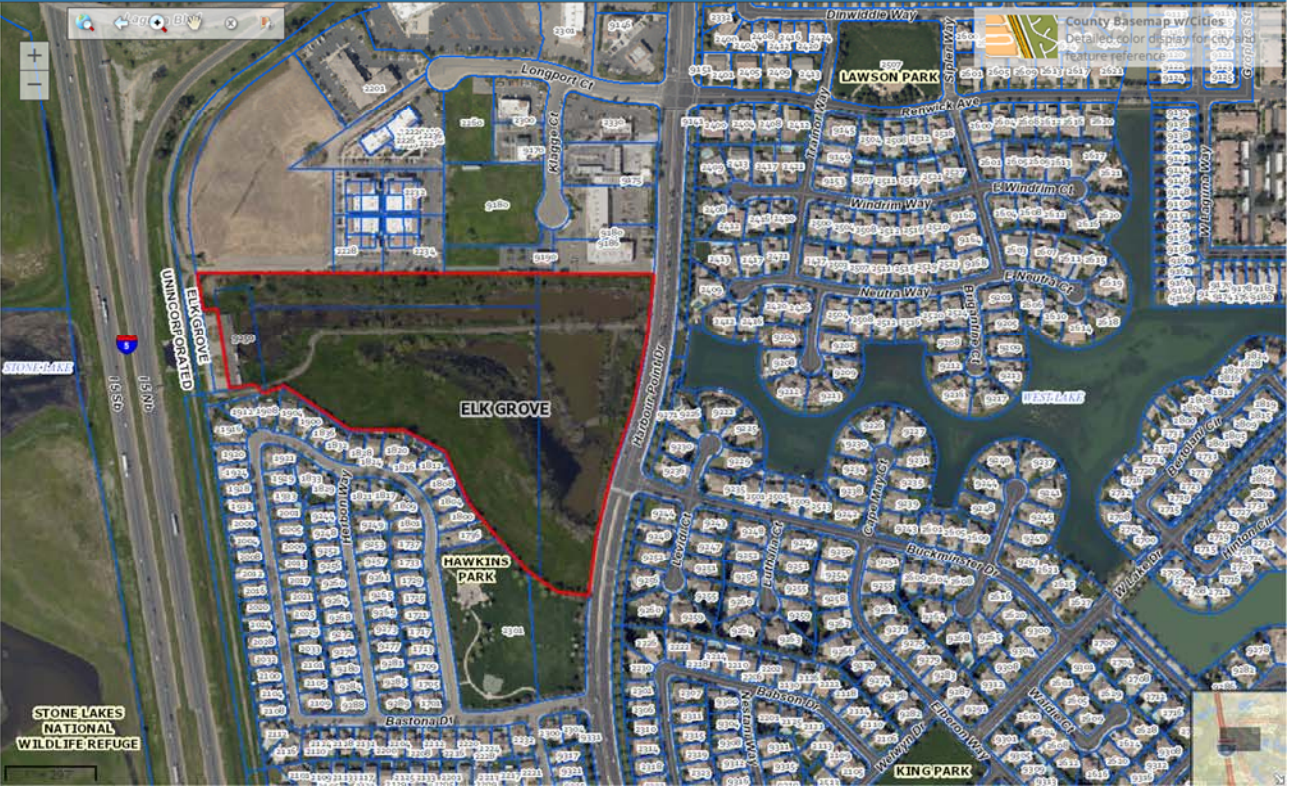
Area

Total: 19.4 Acres (US)

Acres (US)

(Measurement is estimated using the map display and not intended for legal or engineering purposes.)

Clear



Item No. 5 - South Calvine Road Basin

Parcel Viewer

SACRAMENTO COUNTY

Search for Parcels, Addresses, Intersections and Landmarks

Parcel Details Layers Measure Search Results Select Features Aerial Imagery Other Imagery Zoom To XY Display XY/Elevation Recent Sales Date Range Advanced Search Legend Help

County Basemap w/Cities
Detailed color display for city and feature reference

Measure Tools

Area: Click on the map and draw a polygon. Double-click to end the polygon.

Distance

Area

Total: 19.9 Acres (US)

Acres (US)

(Measurement is estimated using the map display and not intended for legal or engineering purposes.)

Clear

Item No. 6 - Elk Grove Creek 1

SACRAMENTO COUNTY Parcel Viewer

Search for Parcels, Addresses, Intersections and Landmarks

Parcel Details | Layers | Measure | Search Results | Select Features | Aerial Imagery | Other Imagery | Zoom To XY | Display XY/Elevation | Recent Sales | Date Range | Advanced Search | Legend | Help

Measure Tools
Area: Click on the map and draw a polygon. Double-click to end the polygon.

Distance
Area

Total: 28.8 Acres (US)
Acres (US)

(Measurement is estimated using the map display and not intended for legal or engineering purposes.)

Clear

The image shows a screenshot of the Sacramento County Parcel Viewer web application. The interface is in a dark blue theme. At the top, there is a search bar and navigation icons. Below the search bar, there are tabs for 'Parcel Details', 'Layers', 'Measure', 'Search Results', 'Select Features', 'Aerial Imagery', 'Other Imagery', 'Zoom To XY', 'Display XY/Elevation', 'Recent Sales', 'Date Range', 'Advanced Search', 'Legend', and 'Help'. The 'Measure' tab is active, showing a 'Measure Tools' panel on the left. This panel includes instructions for drawing a polygon, buttons for 'Distance' and 'Area', a total measurement of '28.8 Acres (US)', a unit selector set to 'Acres (US)', and a 'Clear' button. A disclaimer note is also present. The main map area displays an aerial view of a residential neighborhood in Elk Grove, California. A red polygon is drawn on the map, enclosing a specific area. Labels for 'PINKERTON PARK', 'GUTTRIDGE PARK', 'ZIMBELMAN PARK', and 'ELK GROVE' are visible on the map. Street names such as 'Laguna Blvd', 'Stockton Blvd', 'Bond Rd', and 'Laguna Creek Way' are also labeled. The map includes standard navigation controls like zoom in (+) and zoom out (-) buttons.

Item No. 7 - Elk Grove Creek 2

Parcel Viewer



Search for Parcels, Addresses, Intersections and Landmarks



Parcel Details Layers Measure Search Results Select Features Aerial Imagery Other Imagery Zoom To XY Display XY/Elevation Recent Sales Date Range Advanced Search Legend Help

Measure Tools

Area: Click on the map and draw a polygon. Double-click to end the polygon.

- Distance
- Area

Total: 12.8 Acres (US)

Acres (US)

(Measurement is estimated using the map display and not intended for legal or engineering purposes.)

Clear



Item No. 8 - Elk Grove Creek 3

Parcel Viewer

SACRAMENTO COUNTY

Search for Parcels, Addresses, Intersections and Landmarks

Parcel Details Layers Measure Search Results Select Features Aerial Imagery Other Imagery Zoom To X/Y Display X/Y/Elevation Recent Sales Date Range Advanced Search Legend Help

Measure Tools

Area: Click on the map and draw a polygon. Double-click to end the polygon.

Distance

Area

Total: 8 Acres (US)

Acres (US)

(Measurement is estimated using the map display and not intended for legal or engineering purposes.)

SACRAMENTO COUNTY Parcel Viewer

Search for Parcels, Addresses, Intersections and Landmarks

Parcel Details | Layers | Measure | Search Results | Select Features | Aerial Imagery | Other Imagery | Zoom To XY | Display XY/Elevation | Recent Sales | Date Range | Advanced Search | Legend | Help

Measure Tools

Area: Click on the map and draw a polygon. Double-click to end the polygon.

Distance

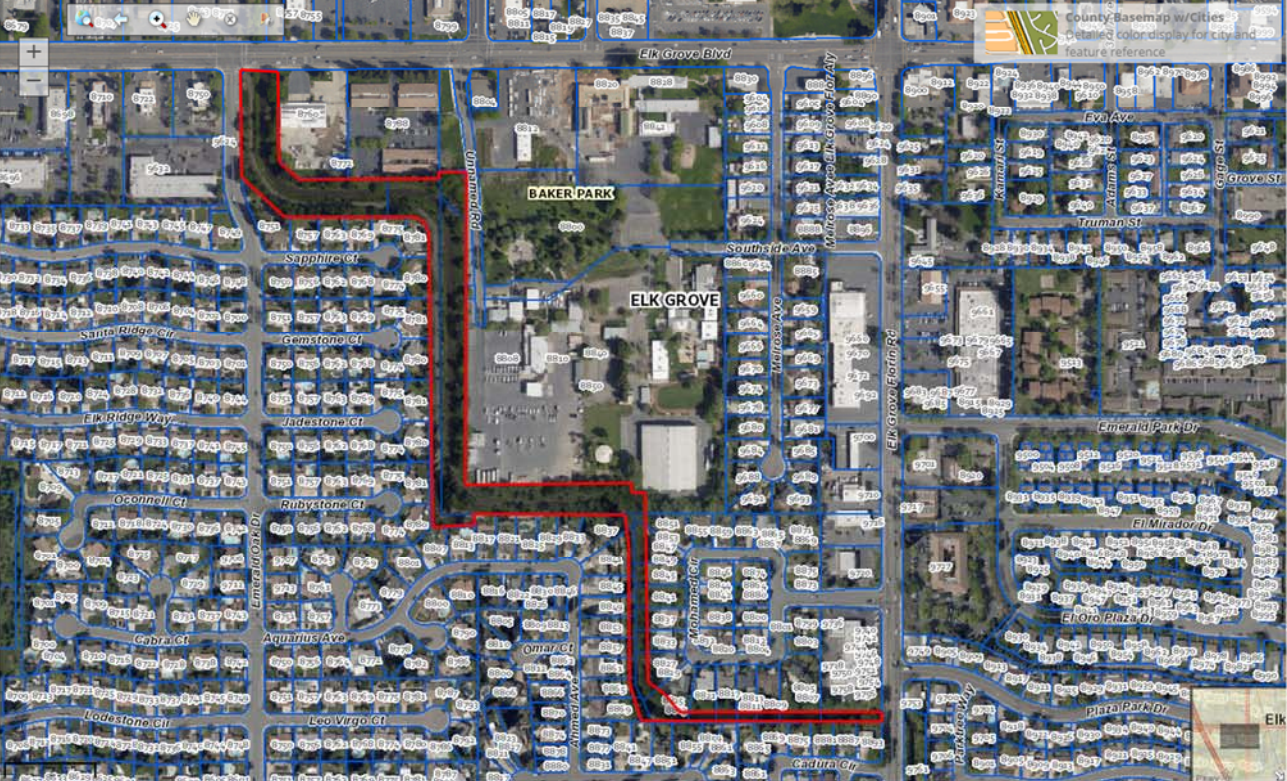
Area

Total: 8.1 Acres (US)

Acres (US)

(Measurement is estimated using the map display and not intended for legal or engineering purposes.)

Clear



Search for Parcels, Addresses, Intersections and Landmarks



Parcel Details | Layers | Measure | Search Results | Select Features | Aerial Imagery | Other Imagery | Zoom To X/Y | Display X/Y/Elevation | Recent Sales | Date Range | Advanced Search | Legend | Help

Measure Tools

Area: Click on the map and draw a polygon. Double-click to end the polygon.

Distance

Area

Total: 12.7 Acres (US)

Acres (US)

(Measurement is estimated using the map display and not intended for legal or engineering purposes.)

Clear



Item No. 11 - Strawberry Creek 1A

Parcel Viewer

SACRAMENTO COUNTY

Search for Parcels, Addresses, Intersections and Landmarks

Parcel Details Layers Measure Search Results Select Features Aerial Imagery Other Imagery Zoom To X/Y Display X/Y/Elevation Recent Sales Date Range Advanced Search Legend Help

Measure Tools

Area: Click on the map and draw a polygon. Double-click to end the polygon.

Distance

Area

Total: 16.1 Acres (US)

Acres (US)

(Measurement is estimated using the map display and not intended for legal or engineering purposes.)

Clear

Item No. 12 - Strawberry Creek 1B

SACRAMENTO COUNTY
Parcel Viewer

Search for Parcels, Addresses, Intersections and Landmarks

Parcel Details | Layers | Measure | Search Results | Select Features | Aerial Imagery | Other Imagery | Zoom To X/Y | Display X/Y/Elevation | Recent Sales | Date Range | Advanced Search | Legend | Help

Measure Tools
Area: Click on the map and draw a polygon. Double-click to end the polygon.

Distance
Area

Total: 10.5 Acres (US)
Acres (US)

(Measurement is estimated using the map display and not intended for legal or engineering purposes.)

Clear

The map displays a residential area with numerous parcels outlined in blue. A large red polygon highlights a specific parcel area, which is labeled 'ELK GROVE'. Within this red-outlined area, there are two green spaces labeled 'JONES FAMILY PARK' and 'HREPICH PARK'. A yellow line is drawn on the map, following a path through the residential area. The map interface includes a search bar at the top, navigation controls, and a 'Measure' tool panel on the left side. The 'Measure' panel shows a total area of 10.5 Acres (US) and includes buttons for 'Distance', 'Area', and 'Clear'.

Item No. 13 - Strawberry Creek 2

SACRAMENTO COUNTY Parcel Viewer

Search for Parcels, Addresses, Intersections and Landmarks

Parcel Details Layers Measure Search Results Select Features Aerial Imagery Other Imagery Zoom To XY Display XY/Elevation Recent Sales Date Range Advanced Search Legend Help

County Basemap w/Cities
Detailed color display for city and feature reference

Measure Tools
Area: Click on the map and draw a polygon. Double-click to end the polygon.

Distance
Area

Total: 25.9 Acres (US)
Acres (US)

(Measurement is estimated using the map display and not intended for legal or engineering purposes.)

Clear

Item No. 14 - Strawberry Creek 3

SACRAMENTO COUNTY Parcel Viewer

Search for Parcels, Addresses, Intersections and Landmarks

Parcel Details Layers Measure Search Results Select Features Aerial Imagery Other Imagery Zoom To XY Display XY/Elevation Recent Sales Date Range Advanced Search Legend Help

Measure Tools

Area: Click on the map and draw a polygon. Double-click to end the polygon.

Distance
Area

Total: 4.1 Acres (US)

Acres (US)

(Measurement is estimated using the map display and not intended for legal or engineering purposes.)

Clear

Search for Parcels, Addresses, Intersections and Landmarks



Parcel Details Layers Measure Search Results Select Features Aerial Imagery Other Imagery Zoom To X/Y Display X/Y/Elevation Recent Sales Date Range Advanced Search Legend Help

Measure Tools

Area: Click on the map and draw a polygon. Double-click to end the polygon.

Distance

Area

Total: 24.7 Acres (US)

Acres (US)

(Measurement is estimated using the map display and not intended for legal or engineering purposes.)

Clear



Item No. 16 - Ryland Wetlands 1

SACRAMENTO COUNTY
Parcel Viewer

Search for Parcels, Addresses, Intersections and Landmarks

Parcel Details Layers Measure Search Results Select Features Aerial Imagery Other Imagery Zoom To X/Y Display X/Y/Elevation Recent Sales Date Range Advanced Search Legend Help


Measure Tools
Area: Click on the map and draw a polygon. Double-click to end the polygon.

Distance
Area

Total: 7.3 Acres (US)
Acres (US)

(Measurement is estimated using the map display and not intended for legal or engineering purposes.)

Clear



Item No. 17 - Ryland Wetlands 2

Parcel Viewer

The screenshot displays the Sacramento County Parcel Viewer web application. At the top, the Sacramento County logo is on the left, and the title 'Parcel Viewer' is centered. A search bar is located below the title. The main navigation menu includes 'Parcel Details', 'Layers', 'Measure', 'Search Results', 'Select Features', 'Aerial Imagery', 'Other Imagery', 'Zoom To X/Y', 'Display X/Y/Elevation', 'Recent Sales', 'Date Range', 'Advanced Search', 'Legend', and 'Help'. On the right side of the navigation bar, there are icons for settings, print, save, and email, along with a 'Switch' dropdown menu.

The 'Measure Tools' sidebar on the left contains the following elements:

- Measure Tools** header with a play button icon.
- Instruction: 'Area: Click on the map and draw a polygon. Double-click to end the polygon.'
- Buttons for 'Distance' and 'Area'.
- Summary: **Total: 8.9 Acres (US)**
- Unit selector: 'Acres (US)' with a dropdown arrow.
- Footnote: '(Measurement is estimated using the map display and not intended for legal or engineering purposes.)'
- 'Clear' button.

The main map area shows an aerial view with parcel boundaries overlaid in blue. A red polygon highlights a specific area in the center-right of the map. Labels on the map include 'ROSE PARK', 'SACRAMENTO', 'ELK GROVE', 'NORTH LAGUNA CREEK WILDLIFE AREA', and various street names such as 'Deepdale Way', 'Harborside Way', 'Anchor Bay Way', 'Big Horn Blvd', 'Dunstan Pl', 'Steadman Pl', 'Briarhurst Dr', 'Greybridge Ct', and 'Ballfield Ct'. A legend in the top right corner identifies the 'County Basemap w/Cities' as a 'Detailed color display for city and feature reference'.

Item No. 18 - Ryland Wetlands 3

Parcel Viewer

Item No. 19 - Franklin Channel 1

Parcel Viewer

SACRAMENTO COUNTY

Search for Parcels, Addresses, Intersections and Landmarks

Parcel Details | Layers | Measure | Search Results | Select Features | Aerial Imagery | Other Imagery | Zoom To XY | Display XY/Elevation | Recent Sales | Date Range | Advanced Search | Legend | Help

Measure Tools

Area: Click on the map and draw a polygon. Double-click to end the polygon.

Distance

Area

Total: 25.7 Acres (US)

Acres (US)

(Measurement is estimated using the map display and not intended for legal or engineering purposes.)

Clear

SACRAMENTO COUNTY Parcel Viewer

Search for Parcels, Addresses, Intersections and Landmarks

Parcel Details | Layers | Measure | Search Results | Select Features | Aerial Imagery | Other Imagery | Zoom To X/Y | Display X/Y/Elevation | Recent Sales | Date Range | Advanced Search | Legend | Help

Measure Tools

Area: Click on the map and draw a polygon. Double-click to end the polygon.

Distance
Area

Total: 44.3 Acres (US)

Acres (US)

(Measurement is estimated using the map display and not intended for legal or engineering purposes.)

Clear

Item No. 21 - Franklin Mitigation Channel

Parcel Viewer

The screenshot displays the Sacramento County Parcel Viewer interface. At the top, the Sacramento County logo is on the left, and a search bar is in the center. Below the search bar is a navigation menu with options like 'Parcel Details', 'Layers', 'Measure', 'Search Results', 'Select Features', 'Aerial Imagery', 'Other Imagery', 'Zoom To X/Y', 'Display X/Y/Elevation', 'Recent Sales', 'Date Range', 'Advanced Search', 'Legend', and 'Help'. On the right side of the top bar, there are icons for settings, print, save, and email, along with a 'Switch' dropdown menu.

The main map area shows an aerial view of a residential neighborhood with various streets and parks. A red polygon is drawn on the map, highlighting a specific area. The parks visible include Constellation Park, Horseshoe Park, Rose Garden Park, Storybook Woods Park, Island Park, Promenade Park, and Bridgeview Park. Other labeled areas include Elk Grove and The Preserve at District 56.

On the left side, there is a 'Measure Tools' sidebar. It contains a 'Distance' button, an 'Area' button, and a 'Total: 7 Acres (US)' display. Below this is a dropdown menu set to 'Acres (US)'. At the bottom of the sidebar is a 'Clear' button. A small note at the bottom of the sidebar states: '(Measurement is estimated using the map display and not intended for legal or engineering purposes.)'

Item No. 22 - Ehrhardt Channel

Parcel Viewer

SACRAMENTO COUNTY

Search for Parcels, Addresses, Intersections and Landmarks

Parcel Details Layers Measure Search Results Select Features Aerial Imagery Other Imagery Zoom To XY Display XY/Elevation Recent Sales Date Range Advanced Search Legend Help

Measure Tools

Area: Click on the map and draw a polygon. Double-click to end the polygon.

Distance

Area

Total: 16.8 Acres (US)

Acres (US)

(Measurement is estimated using the map display and not intended for legal or engineering purposes.)

Clear

Item No. 23 - Shed C Channel

Parcel Viewer

The screenshot displays the Sacramento County Parcel Viewer interface. At the top, the Sacramento County logo is on the left, and the title "Parcel Viewer" is centered. A search bar is located below the logo. The navigation menu includes "Parcel Details", "Layers", "Measure", "Search Results", "Select Features", "Aerial Imagery", "Other Imagery", "Zoom To X/Y", "Display X/Y/Elevation", "Recent Sales", "Date Range", "Advanced Search", "Legend", and "Help".

On the left side, the "Measure Tools" section is active. It includes instructions: "Area: Click on the map and draw a polygon. Double-click to end the polygon." Below this are buttons for "Distance" and "Area". A red text label indicates "Total: 49.3 Acres (US)", and a dropdown menu is set to "Acres (US)". A "Clear" button is positioned at the bottom of this section. A note at the bottom of the measure tools states: "(Measurement is estimated using the map display and not intended for legal or engineering purposes.)".

The main map area shows an aerial view of a residential area in Elk Grove, California. A red polygon outlines a large area that includes a street grid and surrounding fields. The street names visible include Bruceville Rd, Allan DeLuca Ave, Durque Way, Montano Way, Amador St, Alameda Way, Fortaker Ave, Alonzo Way, and Kammerer Rd. The map is labeled "ELK GROVE UNINCORPORATED" and "PLANNED". A "County Basemap w/Cities" legend is visible in the top right corner of the map area.

SACRAMENTO COUNTY
Parcel Viewer

Search for Parcels, Addresses, Intersections and Landmarks

Parcel Details | Layers | Measure | Search Results | Select Features | Aerial Imagery | Other Imagery | Zoom To XY | Display XY/Elevation | Recent Sales | Date Range | Advanced Search | Legend | Help

Measure Tools
Area: Click on the map and draw a polygon. Double-click to end the polygon.

Distance
Area

Total: 3 Acres (US)
Acres (US)

(Measurement is estimated using the map display and not intended for legal or engineering purposes.)

Clear

County Basemap w/Cities
Detailed color display for city and feature reference

ELK GROVE
UNINCORPORATED

ELK GROVE
PLANNED

Map labels: Durque Way, Monte Way, Amendo Way, Fortis Ave, Atonso Way, Kummer Rd, Blueville Rd, Hill Top.

Item No. 25 - Shed C Basin 2

Parcel Viewer

SACRAMENTO COUNTY

Search for Parcels, Addresses, Intersections and Landmarks

Parcel Details Layers Measure Search Results Select Features Aerial Imagery Other Imagery Zoom To X/Y Display X/Y/Elevation Recent Sales Date Range Advanced Search Legend Help

County Basemap w/Cities
Detailed color display for city and feature reference

Measure Tools

Area: Click on the map and draw a polygon. Double-click to end the polygon.

Distance

Area

Total: 18.3 Acres (US)

Acres (US)

(Measurement is estimated using the map display and not intended for legal or engineering purposes.)

Clear

Item No. 26 - Big Horn/Bruceville NE Corner

Parcel Viewer

SACRAMENTO COUNTY

Search for Parcels, Addresses, Intersections and Landmarks

Parcel Details Layers Measure Search Results Select Features Aerial Imagery Other Imagery Zoom To X/Y Display X/Y/Elevation Recent Sales Date Range Advanced Search Legend Help

Measure Tools

Area: Click on the map and draw a polygon. Double-click to end the polygon.

Distance

Area

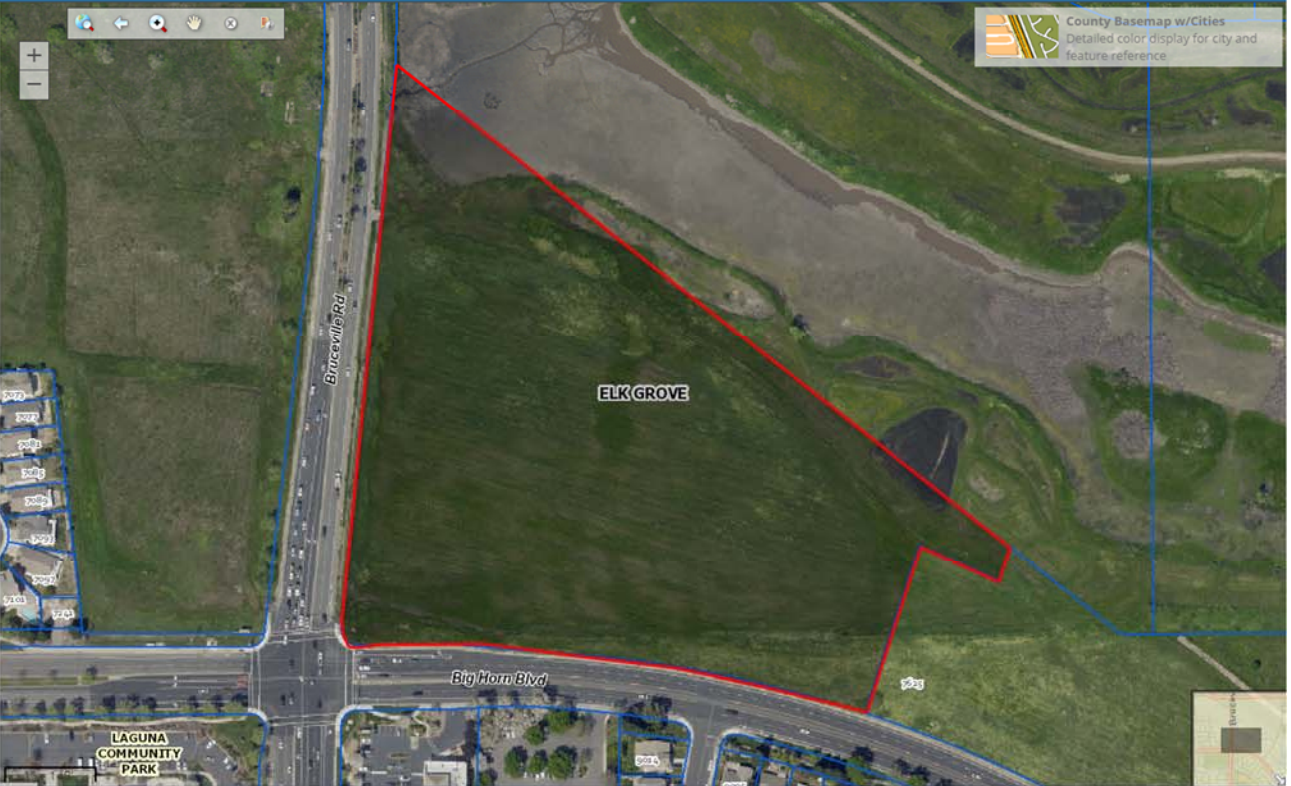
Total: 13.3 Acres (US)

Acres (US)

(Measurement is estimated using the map display and not intended for legal or engineering purposes.)

Clear

County Basemap w/Cities
Detailed color display for city and feature reference



Service Provider

Attachment A: Evaluation and Selection Criteria

Evaluation Criteria

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

Contract award will be to the most qualified and experienced Service Provider(s) that best meets the qualifications detailed below, as determined by the City in its sole discretion.

- 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.
- Quality and Responsiveness of the Proposal: Completeness of response in accordance with the RFP instructions.
- Work Plan: Depth of Service Providers understanding of City's requirements; overall quality and logic of work plan.
- 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.

CITY OF ELK GROVE



SERVICE PROVIDER CONTRACT FOR

Service Provider's Name

Grazing Services for Vegetation Management (OM2309)

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 _____, with the option, in the City’s sole discretion, to extend the Contract for an additional three (3) one-year extensions, 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 Service Provider 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, which amount includes _____ (\$ _____) for the initial term of the Contract and _____ (\$ _____) for each optional extension. 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, including, without limitation, any applicable prevailing wage laws, 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***
General Liability	\$1,000,000	\$1,000,000	Additional Insured Waiver of Subrogation Primary Non-Contributory
Auto Liability	Non-Commercial Acceptable		
Work Comp Employer’s Liability	Statutory \$1,000,000 each		Waiver of Subrogation

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

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

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

24. EVIDENCE OF INSURANCE COMPLIANCE

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

25. EMPLOYMENT PRACTICES

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

marital status in its employment practices.

26. UNAUTHORIZED ALIENS

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

27. LICENSES, PERMITS, AND OTHER APPROVALS

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

28. RECORDS AND INSPECTION

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

29. MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30. ENTIRE AGREEMENT

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

AGREED to this _____ day of _____, 20___, by the Parties as follows:

Approved to as form:

SERVICE PROVIDER

By: _____
Attorney for Service Provider

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

EXHIBIT B

Schedule of Performance

EXHIBIT C
Compensation and Method of Payment

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

EXHIBIT D

Insurance Requirements

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

1. General Liability:

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

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

2. Automobile Liability:

- a. Automobile liability insurance providing protection against claims of bodily injury and property damage arising out of ownership, operation, maintenance, or use of automobiles.
- b. Non-commercial policies are acceptable.

3. Worker's Compensation:
 - a. Worker's Compensation Insurance, with coverage as required by the State of California (unless Consultant is a qualified self-insurer with the State of California or is not required by California law to carry workers' compensation coverage), and Employers Liability coverage. Consultant shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in Exhibit E.
 - b. Employer's Liability Coverage shall not be less than the statutory requirements.
 - c. If an injury occurs to any employee of Consultant for which the employee or his dependents, in the event of his death, may be entitled to compensation from the City under the provisions of the Acts, for which compensation is claimed from the City, there will be retained out of the sums due Consultant under this Contract, an amount sufficient to cover such compensation as fixed by the Acts, until such compensation is paid or it is determined that no compensation is due. If the City is required to pay such compensation, the amount so paid will be deducted and retained from such sums due, or to become due to Consultant.
 - d. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, agents, and authorized volunteers for losses arising from work performed by Consultant.
4. Acceptability of Insurers: Insurance is to be placed with insurers with a **Bests' rating of no less than A:VII.**
5. Any deductibles, aggregate limits, pending claims or lawsuits that may diminish the aggregate limits, or self-insured retention(s), must be declared to, and approved by, the City.
6. Consultant shall furnish the City with certificates of insurance and original endorsements or insurance binders, signed by a person authorized by the insurer to bind coverage on its behalf, evidencing the coverage required by this Contract. At the written request of the City, Consultant agrees to furnish a duplicate original or certified copy of each required policy including the declaration pages, conditions, provisions, endorsements, and exclusions.
7. The City, due to unforeseen risk or exhaustion, failure, or dilution of Consultant's insurance coverage, at its discretion, may increase the amounts and types of insurance coverage required hereunder at any time during the term of the contract by giving 30 days written notice.
8. Consultant shall serve the City notice, in writing by certified mail, within 2 days of any notices received from any insurance carriers providing insurance coverage under this Agreement that concern the suspension, voidance, cancellation, termination, reduction in coverage or limits, non-renewal, or material changes of coverage proposed or otherwise.

9. If Consultant fails to procure or maintain insurance as required by this section, and any Supplementary Conditions, or fails to furnish the City with proof of such insurance, the City, at its discretion, may procure any or all such insurance. Premiums for such insurance procured by the City shall be deducted and retained from any sums due Consultant under the contract.
10. Failure of the City to obtain such insurance shall in no way relieve Consultant from any of its responsibilities under the contract.
11. The making of progress payments to Consultant shall not be construed as relieving Consultant or its Sub-Consultants or agents of responsibility for loss or direct physical loss, damage, or destruction occurring prior to final acceptance by the City.
12. The failure of the City to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at any time during the term of the contract.
13. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

EXHIBIT E

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

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

1. Service Provider is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Service Provider has complied or will comply with such provisions before commencing the performance of the work of this contract. (Cal. Labor Code §§1860, 1861.)

2. Should Service Provider fail to secure Workers' Compensation coverage as required by the State of California, Service Provider shall release, hold harmless, defend and indemnify City of Elk Grove from and against any damage, liability, claim, cause of action and any other loss, including without limitation, court costs, reasonable attorney's fees and costs resulting from any failure to take and/or maintain Workers' Compensation insurance as required by law. The provisions of this Exhibit shall survive termination, suspension and/or completion of this Contract. It is further understood and agreed that this release and assumption of risk is to be binding on Service Provider's successors, heirs and assigns.

SERVICE PROVIDER

By: _____

Date: _____

Name: _____

Title: _____