



Public Notice

REQUEST FOR PROPOSAL (RFP)

**TO PREPARE A FOCUSED GENERAL PLAN UPDATE AND
ENVIRONMENTAL IMPACT REPORT**

Release Date: May 7, 2009

Deadline for Submission: June 10, 2009 at 4:00 PM

**Contact person: Colleen McDuffee, Planning Manager
Community and Economic Development Department**

**City of Citrus Heights
Community and Economic Development Department
6237 Fountain Square Drive
Citrus Heights, CA 95621-5577
(916)727-4740**

REQUEST FOR PROPOSALS

TO PREPARE A GENERAL PLAN UPDATE AND ENVIRONMENTAL IMPACT REPORT

RELEASE DATE:

May 7, 2009

CLOSING DATE:

Proposals must be received by June 10, 2009 by
4:00 P.M. PST at the address listed below (hard copies only)
No late submittals will be accepted

CONTACT PERSON:

Colleen McDuffee, Planning Manager
(916)727-4740
cmcduffee@citrusheights.net

Situs: 6237 Fountain Square Drive
Citrus Heights, CA 95621-5577

Counter Hours: M-F 8:00 A.M. – 5:00 P.M.

Mail: Same as situs address

INTRODUCTION

The City of Citrus Heights is seeking proposals from firms interested in preparing a focused General Plan Update and Environmental Impact Report (EIR), as required under the California Environmental Quality Act (CEQA).

The Scope of the General Plan Update includes addressing climate change, circulation/LOS standards and addressing other changes in State Law since the General Plan's adoption in 2000. The process of updating the General Plan is expected to be a transparent public process with several community meetings to encourage input. In addition, it is anticipated that a portion of the update will be completed by City staff, in a partnership to be developed after a consultant team is selected.

THE CITY

The City of Citrus Heights celebrated its 10-year anniversary of Cityhood on January 1, 2007. Although it may seem as if the City is relatively young after recently celebrating its first decade, the Citrus Heights area has a deep-rooted history dating back to the late 1800s and the Gold Rush days.

Citrus Heights, with a population of roughly 87,000 in 14 square miles, is an established community in Sacramento County. Conveniently located between downtown Sacramento and Roseville, Citrus Heights is an easy commute to nearly all major employment zones in greater Sacramento, including Rancho Cordova, Folsom, Natomas, and South Placer County.

The City of Citrus Heights has established itself as an important suburb in the Sacramento region with its solid base of small businesses, retail chains, and food service establishments. With an ongoing commitment to providing high-quality, economical, responsive services to the local community, the City of Citrus Heights is well-positioned for future commercial redevelopment, neighborhood enhancements, and positive changes.

The primary commercial district in the City is the Sunrise MarketPlace, a consortium of 450-plus businesses, services and restaurants in a densely packed 10 block area of Citrus Heights. It is a model of economic prosperity achieved through a constructive relationship between business owners and the city's municipal government, to the benefit of the community at large. The anchor of the MarketPlace is Sunrise Mall; the mall is currently in the process of redeveloping the site to provide additional retail and dining opportunities in the City.

SCOPE OF WORK

The Citrus Heights General Plan has two components: a Background Report and the Policy Plan. Both components will be updated as part of this project.

Background Report

The Background Report contains technical information on the following topics:

- Population and Housing (updated in 2008 as part of Housing Element update)
- Circulation
- Natural Resources
- Cultural Resources
- Community Services & Facilities
- Economic & Fiscal Conditions
- Safety & Noise

The Population and Housing section was updated in 2008 and will not need to be updated with this project. The other sections will need to be updated and can then be used as baseline information in the EIR. The City may possibly elect to delete the Economic and Fiscal Conditions section from the Background Report – therefore, please include the cost of its preparation as a separate line item.

Policy Plan

The required elements of the existing General Plan are organized in three sections: Community Development, Resource Conservation, and Community Health. It is anticipated that the overall organization of the General Plan will generally remain the same with this Update.

The City Council has directed that a focused update to the General Plan be prepared, as opposed to a comprehensive examination of all of the existing policies and land use designations of the General Plan. The City Council feels that the existing policies remain reflective of the community's desires. At the same time the City Council acknowledges the need to update the General Plan to be reflective of changes in state law or conditions since the General Plan was adopted. The primary issue identified by the City Council for inclusion in the update is the issue of climate change/sustainability, and the desire to be in accordance with recent legislation such

as AB 32 and SB 375. Secondary issues which were identified as areas that should possibly be addressed include but are not limited to:

- Circulation and Mobility – is the plan consistent with the complete streets legislation contained in AB 1358? Are Levels of Service still appropriate for analyzing traffic impacts or is there a better tool?
- Water Quality / Low Impact Development – need to strengthen policies in accordance with our storm water permit.
- Flood Control – are any changes needed as a result of AB 162?

Document Preparation

The General Plan documents shall be user friendly, concise and written in a manner easily understood by the public. There shall be an emphasis on providing information visually where feasible, such as through the use of photographs, tables, drawings and maps.

All data must be formatted for the City's computer hardware and software. The format of all written text must be compatible with Word 2007. All digital maps shall be in California State Plane Coordinate System NAD 1983 and in an ArcGIS 9 compatible shape file format as directed by the City. The selected consultant shall work with the City personnel with respect to all attribute, cartographic, topological, and formatting requirements for maps. For all documents, one camera-ready master copy, an electronic copy, and a pdf copy shall be provided to the City.

CEQA

In conjunction with the revisions to the General Plan, an environmental document prepared in accordance with CEQA shall be prepared. It is anticipated that an Environmental Impact Report (EIR) will be prepared. The EIR must meet the legal requirements of a complete, adequate and objective statement of the General Plan's potential environmental consequences. The document must provide a concise, integrated source of information for the public and the decision-makers of the City of Citrus Heights. It is anticipated that the primary focus areas of the EIR will be traffic, air quality, and climate change.

The selected consultant would complete the initial study, identify potentially significant impacts, and provide all other services needed to prepare an EIR as outlined in the CEQA Guidelines.

Community Outreach / Public Meetings

Staff anticipates three community meetings to solicit input on the development of the General Plan Update. There will not be a separate General Plan Advisory Committee. Meetings will be conducted by either the Planning Commission or a combination of City staff/consultant.

After release of the Draft General Plan and EIR, staff anticipates four additional public meetings – three at the Planning Commission and one at the City Council (for final adoption).

PROJECT SCHEDULE

A preliminary Project Schedule is provided below. Alternative schedules will be considered provided they result in completion of the General Plan Update by September 2010.

June 10	Proposals Due
Week of June 22	City selects firms to interview
Week of July 6	Interviews held
Week of July 20	Select firm/negotiate final scope & budget (if needed)
Week of August 13	City Council approves consultant contract/agreement
Week of August 24	Kick-off meeting with consultant and city staff
Sept. – Nov.	General Plan Update Underway – Community Meetings
2010	
December	Draft of General Plan Update Completed
April	Draft EIR completed – released for public review
April-May	Public Review of Draft General Plan and EIR – Planning Commission hearing on DEIR
July	Make any changes to Draft General Plan/Respond to Comments on DEIR/ Prepare FEIR
August	Planning Commission meeting – recommendation to City Council
September	City Council meeting – adoption of General Plan and certification of EIR

Current Documents and Regulations

General Plan

The City's first General Plan and Environmental Impact Report (EIR) for the General Plan were adopted in November 2000. The General Plan allows for a variety of land uses throughout the city. Only minimal changes (Housing Element Updates and other minor changes) have been implemented since the General Plan was originally adopted in 2000. The General Plan can be viewed online at the City's website, www.citrusheights.net.

Zoning Code

The Citrus Heights Zoning Code was comprehensively updated in November 2006 and can be viewed on the City website. The Zoning Code and Zoning map can be viewed online at the City's website, www.citrusheights.net.

Specific Plans

The City has adopted two specific plans: the Stock Ranch Guide for Development and The Boulevard Plan – Reinventing the Auburn Boulevard Corridor. Both specific plans can be viewed online at the City's website, www.citrusheights.net.

PROPOSAL CONTENT REQUIREMENTS

The City welcomes a response to the RFP in any format that best expresses the qualifications of the respondent. In general, lengthy responses are discouraged. Respondents to the RFP must include the following items:

A. Qualifications

Identify the individuals who would be primarily responsible for directly preparing this General Plan update and CEQA analysis and day-to-day contact with City staff, if different from the entity's principals. Describe the background and experience of the individuals who would actually perform the services. Describe recent relevant experience in analyzing climate change/green house gas emissions. Describe previous projects where City Staff has been responsible for the preparation of a portion of the documents. Provide the name and telephone number of at least two references for each individual who can attest to the quality, effectiveness, and timeliness of the Respondent's work. Please include two recent examples (or a link to a website) for a similar project. The examples should be authored by the same person/persons who will be the primary author of this report.

Respondents comprised of a team of consultants from more than one firm should provide the information above for each firm that is part of the team.

B. Methodological Approach

Describe the methodology and organizational approach the Respondent would use to prepare the General Plan Update and CEQA document. Methods of utilizing City staff to do a portion of the work shall be included.

C. Budget/ Compensation Terms

Please provide a proposed budget for preparation of the General Plan Update (including the Background Report) and accompanying EIR. Identify portions of work that could possibly be completed by staff and what the cost savings would be.

Please provide a complete list of current hourly rates for all billable staff positions. Also indicate reimbursement provisions for sub-contractors and reimbursable expenses.

D. Schedule

Develop a schedule for both preparation of the General Plan and EIR. Briefly describe your firm's or team's ability to meet or exceed the project schedule.

SELECTION CRITERIA AND PROCESS

Primary consideration will be given to the technical competence and ability of the consultant or consultant team. The City will evaluate proposals based upon these criteria:

- Responsiveness to the RFP
- Experience and demonstrated success of the Respondent in performing similar General Plan Updates and CEQA analyses.
- Evidence that Respondent is current on CEQA trends and court decisions, including approaches to addressing green house gas emissions and climate change.
- Evidence of the Respondent's ability to author a well-written and legally defensible document in a cost effective and timely manner.
- Evidence of the Respondent's ability to incorporate innovative or new approaches into the General Plan Document.
- Ability of the Respondent to complete the project within the desired schedule.
- Cost of preparing the General Plan Update in relationship to services offered.

After review of the RFPs, the City anticipates selecting multiple (likely two to five) firms for interviews. After the interview process, the City will select one firm to prepare a detailed Scope of Work/Contract. The proposed Project Manager for this project must be in attendance at the interview.

General Terms & Conditions

Limitation: The Request for Proposals (RFP) does not commit the City of Citrus Heights (City) to award a contract, to pay any cost incurred in the preparation of the firm's RFP response or to procure or contract for services or supplies. The City reserves the right to accept or reject any or all RFP responses received as a result of this request, to negotiate with all qualified sources or to cancel all or part of this RFP.

Award: The firm/entity selected may be required to participate in negotiations and to submit such revisions of their proposals as may result from negotiations. The City reserves the right to award a contract/select a service provider without discussion based upon the initial proposals.

Insurance: The consultant shall maintain in full force and effect the insurance as outlined in **Attachment A**. The City reserves the right to waive or modify such insurance coverage. However, consultants meeting the insurance requirements will receive greater consideration during the selection procedure. All insurance shall be evidenced by a Certificate of Insurance and endorsement, acceptable to the Risk Manager, prior to execution of a contract. The consultant shall state their ability to meet the City's insurance requirements within their submittal.

Signature: The consultant's RFP response shall provide the following the following information: name, title, address and telephone number of individuals with authority to bind the service provider and also who may be contacted during the period of proposal evaluation. The consultant's RFP response shall be signed by an official authorized to bind the consultant, signifying complete understanding of and ability to comply with all requirements of the RFP, including those related to insurance as identified above.

PROPOSAL SUBMISSION

To submit Proposals for our consideration, please submit one (1) unbounded original and six (6) bound, sealed copies no later than **4:00 P.M. PST, June 10, 2009** at the City of Citrus Heights. Proposals can be mailed to:

City of Citrus Heights
6237 Fountain Square Drive
Citrus Heights, CA 95621-5577

Attention: Colleen McDuffee

- Late, emailed or faxed proposals will not be accepted.

SELECTION PROCESS AND TIME FRAME

May 6	RFP release date
June 10	RFP responses due no later than 4:00 P.M.
Week of July 6	Staff interviews top firms
Week of July 20	Firm selected – contract preparations and final scope of work discussions
August	Contract execution

Attachments:

- A. Standard Insurance Requirements
- B. Standard Agreement for Professional Services

Attachment A

Standard Insurance Requirements

Consultant shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees arising out of or in connection with Consultant's negligent performance of work hereunder or its negligent failure to comply with any of its obligations contained in the Contract Documents, except such loss or damage which was caused by the [active negligence, (*only if contract involves design services in connection with a public works project - see Civil Code §2782(b), §2783*)] sole negligence, or willful misconduct of the City.

In order to comply with the bonding and insurance requirements contained in your contract with the City of Citrus Heights there are several things that we require. It is our intent to facilitate consideration of every project, so we are including here a **summary** checklist for your convenience.

All bonds and insurance requirements need to be complete and submitted prior to your contract being approved.

I. GENERAL

- A. Send these requirement sheets to your insurance broker for immediate compliance.**
- B. NO CONTRACTS WILL BE APPROVED UNTIL ALL BONDS AND CERTIFICATES ARE IN ORDER.**
- C.** New and renewal Certificates and endorsements must reference a specific job. "All Operations" certificates are not acceptable.
- D.** All contractors and subcontractors working on a project or jobsite must meet the same insurance requirements you do, prior to starting work on the project or site.
- E.** All insurance companies must have an AM Best rating of A:VII or better.
- F.** Any deductibles must be declared to and approved by the City.
- G.** All insurance coverage, with the exception of Professional Liability coverage must be written on a full "per occurrence" basis.
- H.** A 30-day cancellation notice is required, and written or modified to a form that binds the insurer to provide it. For non-payment of premium, a 10-day notice is acceptable.
- I.** Expiration dates are required on all certificates.
- J.** All Bonds and Certificates must have an original signature.

II. SPECIFIC COVERAGE

A. GENERAL LIABILITY/AUTOMOBILE LIABILITY

B. GENERAL LIABILITY

\$2,000,000 General Aggregate

\$2,000,000 Products and/or Completed Operations

\$1,000,000 Each Occurrence

AUTOMOBILE LIABILITY

\$1,000,000 Combined Single Limit

C. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

\$1,000,000 Employer's Liability

STATUTORY Workers' Compensation

- D.** Professional Liability - The consultant and its contractors and subcontractors shall secure and maintain in full force, during the contract term professional liability insurance policies appropriate to the respective professions and the work to be performed as specified. The limits of such professional liability insurance coverage shall not be less than \$1,000,000 per claim and \$2,000,000 aggregate. If requested by the City, the consultant's insurer must provide a complete, certified copy of the professional liability insurance policy.

III. ENDORSEMENTS

A. The GENERAL LIABILITY AND AUTOMOBILE LIABILITY policies are to be endorsed to contain, the following provisions:

1. The Entity, its officers, officials, employees, and agents are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an **Additional Insured endorsement** (CG 20 10 11 85 or equivalent) to the contractor's insurance policy, or as a separate owner's policy.
2. There must be an **endorsement** indicating that coverage is primary and non-contributory with respect to additional insureds.
3. There must be an **endorsement** that includes a severability of interest clause. (cross liability).
4. Where applicable, the General Liability policy shall contain an endorsement or provision stating that such insurance applies to the liability assumed by any subcontractor. (Owners and Contractors Protective)
5. The General Liability coverage shall be at least as broad as ISO form CG 00 01 (ed. 10/01).
6. The auto coverage shall be provided for owned, hired, and non-owned autos.
7. The auto coverage shall be as broad as ISO form CA 00 01.

B. The WORKERS COMPENSATION/EMPLOYERS LIABILITY policy must contain an endorsement with a waiver of subrogation in favor of the City of Citrus Heights for all work performed by the contractor, its employees, agents and subcontractors.

- C.** Acceptance of any bond, certificate of insurance, or endorsement showing proof of insurance required by your contract does not constitute approval or agreement by the City of Citrus Heights that the insurance requirements have been met or that the bond or insurance policies referenced on any certificates and endorsements are in compliance with your contractual requirements.

CONTRACT FOR SERVICES

THIS CONTRACT is made on _____, 2006, between the _____ (“the City”), and _____ (“Consultant”).

WITNESSETH:

WHEREAS, the City proposes _____; and

WHEREAS, the Consultant has presented a proposal for such services to the City, dated _____, 2006, (attached hereto and incorporated herein as Exhibit “_”) and is duly licensed, qualified and experienced to perform those services;

NOW, THEREFORE, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES:

A. Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to completion of the services described in the Work Program, attached hereto and incorporated herein by this reference as Exhibit “_”. This Contract and its exhibits shall be known as the “Contract Documents.” Terms set forth in any Contract Document 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. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract.

B. Consultant enters into this Contract as an independent contractor and not as an employee of the City. The Consultant shall have no power or authority by this Contract to bind the City in any respect. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Contract.]

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

II. TIME OF PERFORMANCE:

[The following time schedule shall be followed:

A. The services of Consultant are to commence upon execution of this Contract by [and receipt of written notice to proceed from,] City, and shall be undertaken and completed in

a prompt and timely manner[.], in accordance with the Schedule of Performance attached hereto and incorporated herein by this reference as Exhibit “_“.]

[The following time schedule shall be followed:

B. The City Manager or his or her designee may, by written instrument signed by the Parties, extend the duration of this Contract for an additional period not to exceed the lesser of one year or the original term of this Contract, provided that the extension does not require the payment of compensation in excess of the maximum compensation set forth in Section III, Compensation.]

III. COMPENSATION:

A. The Consultant shall be paid [monthly] [at the completion of services] for the actual fees, costs and expenses [for all time and materials required and expended, but in no event shall total compensation exceed _____ (), without City’s prior written approval].

B. Said amount shall be paid upon submittal of a [final] [monthly] [other] billing [showing completion of the tasks that month].

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

IV. TERMINATION:

This Contract may be terminated, without cause, at any time by the City upon ____ () days’ written notice. In the event of any such termination, the Consultant shall be compensated as provided for in this Contract. Upon such termination, the City shall be entitled to all work, including but not limited to, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date in accordance with Section VII hereof. The obligations of paragraph/section XV of this Contract relating to Consultant’s obligations to defend and indemnify the City shall survive any termination of this Contract.

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

V. CHANGES:

The City may, from time to time, request changes in the scope of the services of Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of Consultant’s compensation and/or changes in the schedule must be authorized in advance by the City in writing. Mutually agreed changes shall be incorporated in written amendments to this Contract, or the attached work program.

VI. EXTENSIONS OF TIME:

Consultant may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Contract or the attached work program.

VII. PROPERTY OF CITY:

It is mutually agreed that all materials prepared by the Consultant under this Contract shall become the property of the City, and the Consultant shall have no property right therein whatsoever. Immediately upon termination, the City shall be entitled to, and the Consultant shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials and commission as may have been prepared or accumulated to date by the Consultant in performing this Contract which is not Consultant's privileged information, as defined by law, or Consultant's personnel information.

VIII. COMPLIANCE WITH LOCAL LAW:

Consultant shall comply with all applicable laws, ordinances, and codes of federal, state and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract. [It shall be City's responsibility to obtain all rights of way and easements to enable Consultant to perform its services hereunder. Consultant shall assist City in providing the same.]

IX. WARRANTY:

Consultant agrees and represents that it is qualified to properly provide the services set forth in Exhibit "A" in a manner which is consistent with the generally accepted standards of Consultant's profession. Consultant further represents and agrees that it will perform said services in a legally adequate manner in conformance with applicable federal, state and local laws and guidelines.

X. SUBCONTRACTING:

None of the services covered by this Contract shall be subcontracted without the prior written consent of the City, which will not be unreasonably withheld. Consultant shall be as fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant.

XI. ASSIGNABILITY:

Consultant shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the City which will not be unreasonably withheld. However, claims for money due or to become due Consultant from the 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 the City.

XII. INTEREST IN CONTRACT:

Consultant covenants that neither it, nor any of its employees, agents, contractors, subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder.

Consultant shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Consultant's duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this agreement, City determines and notifies Consultant in writing that Consultant's duties under this agreement warrant greater disclosure by Consultant than was originally contemplated. Consultant shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

XIII. MATERIALS CONFIDENTIAL:

All of the materials prepared or assembled by Consultant pursuant to performance of this Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.

XIV. LIABILITY OF CONSULTANT-NEGLIGENCE:

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

XV. INDEMNITY AND LITIGATION COSTS:

Consultant shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees arising out of or in connection with Consultant's negligent performance of work hereunder or its negligent failure to comply with any of its obligations contained in the Contract Documents, except such loss or damage which was caused by the [active negligence, *(only if contract involves design services in connection with a public works project - see Civil Code §2782(b), §2783)*] sole negligence, or willful misconduct of the City.

XVI. CONSULTANT TO PROVIDE INSURANCE:

A. Consultant shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract the policies of insurance specified in this Section. Such insurance must have the approval of the City as to limit, form,

and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A:VII.

B. Prior to execution of this agreement and prior to commencement of any work, the Consultant shall furnish the City with original endorsements effecting coverage for all policies required by the Contract. The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. The endorsements are to be on forms acceptable by the City. As an alternative to the City's forms, the Consultant's insurer may, subject to the approval of the City, provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by this Section. The Consultant agrees to furnish one copy of each required policy to the City, and additional copies as requested in writing, certified by an authorized representative of the insurer. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant.

C. In the case of the professional liability insurance required by this Section, the Consultant's insurer must provide a complete, certified copy of the policy.

D. In addition to any other remedy the City may have, if Consultant fails to maintain the insurance coverage as required in this Section, the City may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the City may deduct the cost of such insurance from any amounts due or which may become due Consultant under this Contract.

E. Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled, terminated by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

F. Any deductibles must be declared to, and approved by, the City.

G. 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.

H. The Consultant and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance or work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the City. The maintenance by Consultant and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of Consultant or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this Contract.

1. Worker's Compensation and Employer's Liability Insurance.

a. Worker's Compensation - Insurance to protect the Consultant, its contractors and subcontractors from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Worker's Act ("Acts"), if applicable.

Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and Federal statutes and regulations. The Consultant shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in the Contract Documents.

b. Claims Against City - If an injury occurs to any employee of the Consultant for which the employee or his/her dependents, in the event of his/her death, may be entitled to compensation from the City under the provisions of said Acts, for which compensation is claimed from the City, there will be retained out of the sums due the Consultant under this Contract, an amount sufficient to cover such compensation as fixed by said Acts, until such compensation is paid or it is determined that no compensation is due. If the City is required to pay such compensation, the amount so paid will be deducted and retained from such sums due, or to become due to the Consultant.

2. Comprehensive General and Automobile Liability Insurance.

The insurance shall include, but shall not be limited to, protection against claims arising from death, bodily or personal injury, or damage to property resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than \$1,000,000.00 per occurrence.

The comprehensive general and automobile liability insurance coverage shall also include, or be endorsed to include, the following:

a. Provision or endorsement naming the City and each of its officers, employees, and agents, as additional insureds in regards to: liability arising out of the performance of any work under the Contract; liability arising out of activities performed by or on behalf of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

b. Provision or endorsement stating that for any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers to the extent the City is an additional insured. Any insurance or self insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.

c. Provision or endorsement stating that any failure to comply with reporting or other provisions of the policies including breaches of representations shall not affect coverage provided to the City, its officers, officials, employees, or volunteers.

d. Provision or endorsement stating that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by the Consultant under the

Contract, including, without limitation, that set forth in Section XV, Indemnity and Litigation Costs.

3. Professional Liability.

The Consultant and its contractors and subcontractors shall secure and maintain in full force, during the term of this Contract professional liability insurance policies appropriate to the respective professions and the work to be performed as specified in this Contract. The limits of such professional liability insurance coverage shall not be less than \$1,000,000 per claim.

XVII. MISCELLANEOUS PROVISIONS:

A. The Consultant shall designate a project manager who at all times shall represent the Consultant before the 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 the City, is no longer employed by Consultant, or replaced with the written approval of the City, which approval shall not be unreasonably withheld.

B. The Consultant shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work.

C. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation.

D. The Consultant shall maintain and make available for inspection by the City and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to the Consultant.

E. This Contract constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Contract. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

F. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

City: _____

Consultant: _____

G. This Contract shall be interpreted and governed by the laws of the State of California.

H. Any action arising out of this Contract shall be brought in _____
[county where City is located] California, regardless of where else venue may lie.

I. In any action brought by either party to enforce the terms of this Contract, the prevailing party shall be entitled to recover its reasonable attorney's fees.

Executed the day and year first above written, by the parties as follows.

[CITY NAME]

By: _____

Title: _____

ATTEST:

By: _____

_____, Clerk

[CONSULTANT]

By: _____

Title: _____

APPROVED AS TO FORM:

By: _____

RUTHANN G. ZIEGLER, City Attorney

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700

I am 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 I will comply with such provisions before commencing the performance of the work of this contract.

CONSULTANT

By: _____

Title: _____

EXHIBITS