

CITY OF ELK GROVE



Request for Proposals

For

**Community Development Department
Development Engineering Division
Map Review and Surveyor Services**

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

**Proposals Due by
January 23, 2026, at 12:00 PM PST**

Section 1: RFP Requirements

1.1. Introduction

The City of Elk Grove (City) is accepting proposals from qualified Consultants (Consultant(s)) for Map Review and Surveyor Services in accordance with the included specifications, terms, and conditions shown in this Request for Proposals (RFP). Prospective respondents are advised to read this information over carefully prior to submitting a proposal.

One digital PDF copy must be submitted to the Office of the Clerk by Friday, January 9, 2026, at 4:00 PM PST. Proposals shall be submitted to the Office of the City Clerk at cityclerk@elkgrove.gov. Large files may be sent using a cloud-based system such as Dropbox. Proposer shall be responsible for ensuring that proposals submitted electronically are received by the City Clerk prior to the deadline. Proposals that are not received prior to the deadline shall not be considered by the City, even if the late submission is due to a technical or other error, including, without limitation, the City's inability to open or access the electronic file. If the proposer does not receive confirmation from the City Clerk that the proposal has been received, proposer should assume the transmission failed and either resubmit or arrange for another method of delivery. Proposers are also encouraged to contact the City Clerk to confirm receipt of their proposal prior to the deadline. Proposals shall not be accepted by fax.

1.2. Questions

Questions regarding this RFP are to be directed by e-mail to:

Jason Hone
Assistant Director, Community Development Department
JHone@ElkGrove.gov

Such contact shall be for clarification purposes only. The City must receive all questions no later than **Friday, January 9, 2026, at 4:00 PM PST**. 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 "Business Request for Proposal, Notice or Q&A" for the RFP announcement.

1.3. Late Proposals

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

1.4. Withdrawal or Modifications of Proposals

Any proposal may be withdrawn or modified by a written request signed by the Consultant and received by the City Clerk prior to the final time and date for the receipt of proposals.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

1.5. Proposal Acceptance and Rejection

The City reserves the right to accept any proposal, to 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.

1.6. 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 Consultant who best meets the City's needs by demonstrating the competence and professional qualifications necessary for the satisfactory performance of the required services, and shall not necessarily be based on the lowest priced proposal, except as otherwise provided by law, taking into consideration adherence to the included specifications. A contract may be awarded to the next responsible Consultant if the successful Consultant refuses or fails to execute the contract. All Consultants 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 Consultant. 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.

1.7. Register with the California Secretary of State

Unless Consultant is a sole proprietorship, Consultant 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 Consultant 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 Consultant. Additional information regarding the registration process may be found on the Secretary of State's website at: <https://bizfileonline.sos.ca.gov/>.

1.8. Disclosure of Submitted Materials

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

1.9. 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 Consultant submitting any such non-compliant proposal, all in the City's sole discretion.

1.10. Security Access Policy

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

1.11. Validity of Pricing

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

1.12. 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. Consultant must furnish the City's needs as they arise.

1.13. Demonstrations

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

1.14. 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.

1.15. Qualification/Inspection

Proposals will only be considered from Consultants normally engaged in providing the types of services specified herein. By responding to this RFP, the Consultant consents to the City's right to inspect the Consultant's facilities, personnel, and organization at any time, or to take any other action necessary to

determine Consultant'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 Consultants and/or to award a contract without conducting interviews.

1.16. Other Governmental Entities

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

1.17. Federal Requirements

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

1.18. Piggybacking

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

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

1.19. Payment Terms

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

Services provided in furtherance of a private development application (e.g., invoices that are to be reimbursed by development applications for deposit-based time and materials (T&M) services) shall be subject to a "pay when paid" provision for those services.

1.20. Performance

It is the intention of the City to acquire services as specified herein from an on-call list of qualified Consultants that will give prompt and convenient service.

1.21. 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 an initial term to June 30, 2029; then allow for up to three additional years, regardless of the number of extensions. 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.

1.22. Amendments

If, in the course of the performance of the contract, Consultant or the City proposes changes to the services provided, and informal consultation with the other party indicates that a change in the terms and conditions of the contract may be warranted, Consultant 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.

1.23. Service and support

Consultants shall explain how all on-going service and support shall be handled by the Consultant and the City of Elk Grove.

1.24. Records

The Consultant shall maintain complete and accurate records with respect to labor costs, material expenses, and other such information required by City that relates to the performance of services under the contract. The Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of the services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible and in a form acceptable to the City, which the City may specify and change from time to time. The Consultant 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.

Section 2: Guidelines for Proposal

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

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

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

Digital submissions shall include bookmarks for each section with an easy-to-read font size and style. The digital file name shall include the term "proposal."

Proposals shall contain the following information in the order listed:

2.1. Introductory letter (2 Pages Maximum)

The introductory letter should be addressed to:

Jason Hone
Assistant Director, Community Development Department
City of Elk Grove
8401 Laguna Palms Way
Elk Grove, CA 95758

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

2.2. Table of Contents

The Consultant shall insert a comprehensive table of contents denoting sections 2.3 – 2.10 in the proposal as indicated below.

2.3. Office Location

Identify the office location or locations of the firm's primary place of business by the Consultant and any sub-consultants.

2.4. Firm Qualifications and Experience (3 Pages Maximum)

Describe the Consultant's capability for undertaking and performing the work, including any professional licenses and certificates held by the Consultant. List types and locations of similar work performed by the Consultant 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.

2.5. Key Team Members (3 pages maximum)

An organization chart identifying the key staff shall be included, including any Sub-Consultants. All key individuals listed in the organization chart should have the names, titles and current telephone numbers of three personal references listed. References may be contacted as part of the selection process. References of agency project managers on similar projects, or other responsible individuals who have recent, direct working experience with the proposed key individual are strongly recommended. Provide a concise but

detailed history of the number of years of experience with the current firm and other consultants, education, professional registration/certifications, and qualified work experience relevant to the services requested. The qualifications and experience of the identified staff will be an important factor considered by the review committee.

2.6. Resumes (2 pages maximum for each key staff member)

Resumes should only highlight the employee's experience, education, training, etc. pertinent to the services requested. This information should be limited to 2 pages per employee.

2.7. Work Plan – Ability to Provide Services in a Timely Manner

The work plan must state the Consultant's ability to meet each task as outlined in this document. Describe the availability of key staff to work onsite in the City's office. Include the timeframe needed for the licensed surveyor to sign original documents at the City when notified by the City. The plan should be simple, easy to read and follow, and address and satisfy the objectives and requirements as listed in the Scope of Work in this RFP.

2.8. Conflict of Interest Statement

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

2.9. Supportive Information/References

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

2.10. Fee

This section shall include the costs for requested services outlined in the Scope of Work (see Section 3) Consultant shall provide a summary of all staff by position classifications, responsibilities, and hourly rates dedicated to each major professional service task. The City requests that all administrative services necessary to support the scope of services in this proposal be reflected in the overhead/indirect cost rate. Administrative services include, but are not limited to, travel, training, billing/invoicing, equipment/supplies, rent/utilities, and similar, and shall not be billed directly. The pricing proposal shall also identify any sub-consultants included in the proposal, the cost for the sub-consultant work, and any markup by the prime for the sub-consultant work. No cost increases during the selection process shall be passed onto the City after the proposal has been submitted, except as otherwise provided for in the contract.

2.11. Secretary of State

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

2.12. Professional Services Contract

Attached to the RFP (Attachment B) is a copy of the City's standard Master Services Contract (Contract). The City's standard Contract may be modified, in the City's sole discretion, to address the specific provisions of this RFP and Consultants 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 requested by Consultant that are not in the Consultant's response shall not be allowed after the selection of the Consultant. 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 and Non-Contributory
Automobile Liability	Non-Commercial Auto acceptable		
Work Comp Employer's Liability	Statutory \$1,000,000 each		Waiver of Subrogation
Professional Liability/Errors and Omissions	\$1,000,000	\$1,000,000	Requirement extends 3 years past contract expiration

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

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

2.13. Request for Proposal Schedule

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

Request for Proposal Available	December 19, 2025
Questions and Answers Posted Online	Weekly
Deadline for Question Submissions	January 9, 2026 at 4:00pm
Deadline for proposal submissions	January 23, 2026 at 12:00pm
Tentative Proposer Interviews	Week of February 9, 2026
City Council Selection of Provider	March 11, 2026

Section 3: Scope of Work

3.1. Background

Map review and surveyor related services have historically been provided by Consultants since the incorporation of Elk Grove as a city. These services will continue to be provided by Consultants with some support by City staff. The Community Development Department's Development Engineering Division desires to retain well-qualified professional licensed and technical consultants with extensive experience and technical expertise related to map review of various mapping application types, abandonment of public easements, and field surveying.

3.2. Requirements

A. Office Location

Consultant must have a local office within approximately 90 minutes driving distance of Elk Grove's City Hall. All staff proposed to support this contract must be based out of the Consultant's local office(s).

B. Staff Schedule at Elk Grove City Hall

A licensed surveyor must work in a city-furnished workspace in City Hall when deemed necessary by the Engineering Manager. Engineering Manager can also dictate which office day(s) the licensed surveyor must report to City Hall. If technical staff without a professional land surveyor license who are experienced in all map review types are proposed to perform the majority of the map review tasks, the technical staff can be substituted for the licensed surveyor in the city-furnished workspace at City Hall at the discretion of the Engineering Manager. Licensed Surveyor must be available to sign documents at City Hall requiring a surveyor license within 24-hour notification. This is not expected to be normal practice but may be necessary from time to time for critical projects.

C. Staff Experience / Training

Staff proposed for map review tasks must have a minimum of two years training and experience with the requirements of the Subdivision Map Act (SMA) processing mapping applications for a public agency.

D. Map Review Performance Goals

Each map review has a defined review period for each cycle of review. Consultant shall complete each map cycle review on time at least 90% of the time. Engineering Manager may run reports to assess Consultant's compliance with this requirement.

E. Workload Assignments

Engineering Manager will provide workload assignments to the Consultant staff. Consultant can coordinate directly with City staff, other consultant staff, and other agencies as necessary to complete work assigned to them.

F. Reviewer Expectations

Consultant may utilize a seasoned map reviewer technician who is not a licensed surveyor to perform any of the map review tasks to the extent permitted by applicable law. The assigned reviewer, whether a technician or licensed surveyor is expected to serve as Project Manager (PM) for the final map and parcel map applications and the assigned reviewer will be the main point of contact for the applicant. In the PM role, the reviewer will coordinate with City staff and external agencies to ensure conditions of approval and any other requirements have been cleared or satisfied. For other application types, the assigned reviewer will not be required to operate as the project manager. In these applications (Tentative maps, lot line adjustment, lot merger, vacation, etc.) the reviewer will provide technical comments related to the map and related Subdivision Map Act requirements for each application review cycle. For all applications, the reviewer will be responsible for following established protocols for naming the redlined maps, comment letters, and other documents for each review cycle; uploading files to the project folder per standard protocols; and resulting reviews in the City's application tracking software, Trakit. Map reviews shall be completed by the due date for each review cycle to meet the Performance Goals listed above.

If the reviewer is more than two days late on a review, they shall notify the applicant by email (and copy the Engineering Manager) that the review will be late and provide a targeted date for the review to be completed. Consultant may be required to expedite review of certain projects in the event that a project's review time is limited by State law including, but not limited to, certain affordable housing projects seeking streamlined ministerial approvals.

G. Communication Expectations

All proposed Consultant staff shall provide cell phone numbers which City staff can call directly. Primary forms of communication will be in person and through emails. Emails are expected to have a response within 48 hours upon receipt. Engineering Manager may set up project specific or recurring meetings as needed to meet business needs. If Consultant staff are invited to meetings, they are expected to attend. If declining a meeting, Consultant staff is expected to provide a reason for declining the meeting.

3.3. Tasks

Consultant will be assigned work on a per project and task basis. Each project is given a Trakit Permit/Application Number which will need to be tracked by the Consultant and provided with each monthly invoice.

A. Tentative Map Review

Consultant shall review Tentative Map applications for conformance with Subdivision Map Act (SMA) requirements and the title report to verify encumbrances on the Tentative Map are shown accurately. Reviewer shall compile conditions of approval as necessary and provide comments to the planning project manager by the due date provided in the routing of the review to the Consultant. When requested by the Engineering Manager, the Consultant shall attend pre-submittal meetings prior to a formal planning application being submitted.

B. Large Lot Map Final Map / Final Map / Parcel Map Review

Consultant shall review the maps for technical correctness and provide comments to the applicant for each cycle of review until all elements required by the SMA are satisfied and all conditions of approval have been cleared. The Consultant will serve as the Project Manager (PM) and will coordinate with other disciplines listed in the Conditions of Approval ensuring they have provided written notification that all conditions have been satisfied. This coordination includes groups within the City and Agencies external to the City. When the Elk Grove Municipal Code requires a map and agreement to be approved by City Council, PM shall coordinate staff report and exhibits with the City's Administrative Assistant as directed by the Engineering Manager. Attendance at the City Council meeting is not required.

C. Easements, Irrevocable Offers of Dedication (IOD), Grant Deed Processing

Easements, IODs, and Grant Deeds which must be processed by a separate document, outside of the final map or parcel map will be reviewed by the Consultant for technical correctness and compliance with the SMA, Tentative Map conditions of approval, entitlement conditions of approval, Elk Grove Municipal Code, City Standards, and other applicable requirements. The PM will initially coordinate with the City's Real Estate staff to ensure the proper type of dedication is being used based on the specific project scope and status of construction of the improvements. Once fully approved, the PM will coordinate required signatures on all documents and facilitate recording the documents with the title company at the county recorder's office.

D. Lot Line Adjustment, Lot Merger, Certificate of Compliance for Legal Lot, and Certificate of Correction

Consultant will review the plat and legal description along with the title report and other related documents for technical correctness and provide comments to the applicant for each cycle of review until approved. Once approved, the reviewer will email the applicant and the City's Permit Processing Coordinator indicating the documents are approved and to submit original signed documents to the Permit Processing Coordinator. This step will complete the Consultant's role in the process. The City will perform the final processing steps to obtain City's signature on the Certificate of Compliance or Correction, upload final documents to the project folder and Trakit, update the record status in Trakit, and facilitate recordation with the title company.

E. Vacations (Abandonments)

Consultant will review the plat and legal description along with the title report and other related documents for technical correctness and provide comments to the applicant for each cycle of review until approved. City staff will perform all other related review and processing tasks to gain City Council approval and recordation of the vacation with the Sacramento County Recorder’s office.

F. Monument Verification

Monuments installed as part of new residential subdivisions, commercial parcel maps, or as otherwise required by the SMA shall be verified by the licensed surveyor. A separate fee will only be paid when there is a need to locate and/or verify a survey monument that is not associated with a mapping application for which a fee was already paid.

G. Field Survey

This task will only be utilized by the Department of Public Works. A separate scope of services will be developed on a project-by-project basis and will be funded through Public Works. An example task order may include but not limited to construction staking, performing field survey of existing conditions for a capital improvement project and providing a CAD file to the City as a base map, preparing a plat and legal description for an easement, field survey to confirm location of the public right-of-way or a public easement, etc. A separate task order will be prepared for each project and specific requirements including project deliverables and timelines will be provided or negotiated with Public Works directly.

H. Employee Training

On an annual basis and as requested by the Engineering Manager, Consultant will provide training to City employees related to map review processing and technical requirements. The training is intended to broaden employee understanding of the mapping process to better coordinate tasks assigned to the City employee that impact the map approvals. Training is preferred to be in person but can be hosted on an online platform.

I. Other Miscellaneous Services

This task is intended to supplement City staff with normal business processes including both administrative and technical tasks. This may include intaking applications and creating the Trakit record for tracking reviews, performing research of city files and providing documents to customers who are at the Development Engineering public counter, filling in missing information on mapping records in Trakit, updating mapping Trakit records with correct status, renaming existing files and uploading files to the appropriate file locations, and assistance with mapping related forms, handouts, flow charts, etc. The tasks listed under these services are not inclusive of all potential tasks which may be assigned as necessary.

3.4. Fee Structure

The City charges developers fees for services provided in furtherance of their projects. The current fee schedule was prepared in 2011. Some fees are collected on a time and materials (T&M) basis, while others are charged on a flat fee basis. The current fee structure relative to mapping/surveying tasks is summarized below; the full table fee schedule is available on the [City’s website](#). Note, the fees charged to applicants includes both consultant charges to the City and the City’s overhead charges (currently 49% of consultant charges). **The current fee schedule is provided for reference only.**

**Current City Fees for Development Services
Mapping/Surveying Related Services**

Note, this list may not be exhaustive of all services requested in this RFP

Service	Fee Type	Fee/Deposit Value
Certificate of Compliance	Flat Fee	\$800
Certificate of Correction	Flat Fee	\$600
Final Map Amendment/ Revision	Flat Fee	\$2,500
Final Map (Subdivision)	Flat Fee	\$7,000 + \$70/lot

Parcel Map (Residential)	Flat Fee	\$7,000
Parcel Map (Commercial)	Flat Fee	\$9,200
Lot Line Adjustment	Flat Fee	\$2,800
Lot Merger	Flat Fee	\$800
Vacation / Abandonment	Flat Fee	\$5,500
Entitlement & Tentative Map	T&M	Varies
Monumentation Inspection	Flat Fee	Included in inspection services and testing fees, varies by public improvement value

The City desires to move to a more comprehensive fee program. The City is currently preparing a comprehensive update to its Development Services Fee Schedule, and the rates from selected firm(s) will form a part of the basis of this work. As such, Consultant shall provide their fee for services as specified in this RFP. The pricing proposal shall also identify any sub-consultants included in the proposal, the cost for the sub-consultant work and any markup by the prime for the sub-consultant work. The Consultant chosen pursuant to this RFP should note that for some facets of work, a “pay when paid” provision will be imposed on billings rendered. No cost increases during the selection process shall be passed onto the City after the proposal has been submitted, except as otherwise provided for in the Contract.

1. **Flat Fee Services.** The City desires to charge Project applicants for the following services on a Flat Fee basis. Consultant shall list the total cost for the service, inclusive of all Consultant staff and all other direct and indirect costs, necessary to complete the service.
 - Certificate of Compliance
 - Certificate of Correction
 - Lot Line Adjustment
 - Lot Merger
 - Monumentation Inspection (per monument)

2. **Time and Materials Service.** The following services will be charged to applicants on a T&M basis.
 - Final Map (Subdivision)
 - Parcel Map (Residential and Commercial)
 - Final Map Amendment/Revision
 - Vacation/Abandonment
 - Entitlement and Tentative Map review
 - All other services not listed

Consultant shall provide their fully-burdened hourly rate for the following staff positions/classifications that Consultant intends to assign to these projects. Consultant shall only bill for these classifications. The City requests that all administrative services necessary to support the scope of services in this proposal be reflected in your overhead/indirect cost rate. Administrative services include support staff, travel, training, billing/invoicing, equipment/supplies, rent/utilities, etc., and shall not be billed directly.

Position Classification	Hourly Rate	Overtime Rate (if applicable)
Land Surveyor (Licensed LS)		
Assistant Land Surveyor (Licensed LSIT)		

Survey Party Chief		
Survey Crew Member		
Map Reviewer		
Project Coordinator		
Project Manager		

Attachment A: Evaluation and Selection Criteria

Evaluation Criteria

The following worksheet represents the selection criteria, which will be considered during the evaluation process:

PART 1: WRITTEN PROPOSAL	MAXIMUM POINTS	REVIEWER SCORE
Introductory Letter	5	
Firm qualifications and experience	10	
Key Staff experience providing similar services and references	40	
Work plan	25	
Quality and responsiveness of Proposal	10	
Rates and Fees	10	
Written Proposal Sub-Total	100	

PART 2: INTERVIEW	MAXIMUM POINTS	REVIEWER SCORE
Interview – Key staffs’ experience with similar services/assignments, staff’s ability to communicate effectively during the interview, key staff’s understanding of the services being provided, and the processes included in the services, familiarity with software utilized	50	
RANKING OF CONSULTANT FIRM (assigned after completion of scoring)		

Introductory Letter: Consultant’s understanding of the scope of services in this RFP and qualifications for this type of work.

Firm’s Qualifications and Experience: 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.

Key Staff Qualifications, Experience, and References: Qualifications and experience of proposed personnel providing similar services.

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

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

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. The top selected firms will be invited for in-person oral interviews that will include the key staff members listed in the proposal. The City retains discretion to determine that in-person interviews are not necessary if scoring of the proposals results in well-qualified firms which meet the needs of the City.

Attachment B: Master Services Contract

CITY OF ELK GROVE



MASTER SERVICES CONTRACT FOR
CONSULTANT

Community Development Department
Development Engineering Division

Map Review and Surveyor Services

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

WITNESSETH

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

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

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

1. SCOPE OF SERVICES

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

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

2. TERM OF CONTRACT

This Contract shall be effective as of the date executed by the Parties and approved as to form by the City Attorney and shall terminate at 11:59 p.m. on _____, unless earlier terminated pursuant to **Section 11** of this Contract. The City, in its sole discretion, shall have the option to extend the term of this contract for up to three (3), one (1) year extensions. 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 an amendment signed by the City Manager and the Consultant prior to the initial termination or any extended termination date.

3. SCHEDULE FOR PERFORMANCE

City and Consultant agree that time is of the essence and Consultant agrees that services shall be undertaken and completed in accordance with the schedule of performance (the "Schedule of Performance"), attached hereto and incorporated herein by reference as **Exhibit B**. Deviations from the time schedule stated in the Schedule of Performance may be made with the written approval of Engineering Manager, or his/her authorized representative. Consultant's failure to complete work in accordance with the Schedule of Performance may result in delayed compensation as described in **Section 4**.

4. COMPENSATION

A. Pay When Paid Provisions: For private development projects, the Consultant shall not undertake, commence, or continue any work for that project unless the applicant and/or owner has deposited with the City sufficient funds to cover the cost of City and Consultant's work for that project. For the purposes of this provision, "private development project" is defined as all projects not initiated by the City. In the event the amount of the deposit is insufficient to cover all costs of work for the project, or no deposit balance exists, the Consultant shall immediately cease all work on the project until:

- (1) An additional deposit by the applicant and/or owner is made to the City in an amount sufficient to pay for the necessary work, or
- (2) Consultant is instructed in writing by the City of Elk Grove's Community Development Director to proceed with the work despite the insufficient deposit to cover such work.

In the event Consultant does not comply with this provision, Consultant shall have exceeded its scope of work under this Contract and shall constitute a material breach of this Contract.

As damages for Consultant's breach of this provision, the Parties agree that City shall deduct from Consultant's payment under this contract any amount City does not receive from the applicant and/or owner for the work performed by Consultant on the project. City shall have no obligation to take legal action against an applicant and/or owner to collect any unpaid fees owed by that applicant and/or owner, which were incurred as a result of Consultant's breach. However, in the event City decides to take legal action to collect the unpaid fees, then Consultant shall pay all reasonable attorney's fees and costs for that legal action, whether or not City is the prevailing party.

Consultant shall closely monitor development project deposits. In the event that the deposit is exhausted, Consultant shall cease all work on said development project unless otherwise notified by Community Development Director.

B. Subject to payment from private development as noted above, City shall pay Consultant on a time and expense basis for deposit-based services and at the specified flat fee rate for flat fee services as collectively described in the Scope of Work and the Not to Exceed amount set forth in each individual Task Order in accordance with the rate schedule set forth on Exhibit "C", which is attached hereto and incorporated herein by reference. In no event shall Consultant be entitled to compensation for work not included in each Task Order's Scope of Work unless a written change order or authorization describing the extra work and payment terms has been executed by City's Community Development Director.

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

D. 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, Termination**.

E. All work done relative to billing disputes with customers including the City or Requests for Information shall be considered as included in the Contract and no additional billing shall be made to the City for such services.

F. Refunds on Flat Fees: In the event an applicant and/or owner of a private development project elects to withdraw their application and makes a request, determined to be reasonable in the sole discretion of the Community Development Director, for a partial refund of their flat fee as approved by the Community Development Director, the Consultant shall credit the City, on the next billing cycle, an amount equal to the Consultant's initial fee paid by the City less the expenses incurred by the Consultant, as determined by the Community Development Director, up to the time the application was withdrawn.

5. NOTICES

Consultant shall transmit invoices and any notices to City, with copy (excepting invoices) to City Attorney, as follows:

City of Elk Grove
Attn: Community Development Department
8401 Laguna Palms Way
Elk Grove, CA 95758

City of Elk Grove
Attn: City Attorney
8401 Laguna Palms Way
Elk Grove, CA 95758

City shall transmit payments on invoiced amounts, and any notices required by this Contract to Consultant as follows:

Name
Address
Address

6. PROFESSIONAL SERVICES

Consultant agrees that services shall be performed and completed in the manner and according to the professional standards observed by a competent practitioner of the profession in which Consultant and its subcontractors or agents are engaged. Consultant shall not, either during or after the term of this

Contract, make public any reports or articles, or disclose to any third party any information, confidential or otherwise, relative to the work of City or the operations or procedures of City without the prior written consent of City.

Consultant further agrees that it shall not, during the term of this Contract, take any action that would affect its impartiality or professionalism due to City whether perceived or actual.

7. INDEPENDENT CONTRACTOR

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

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

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

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

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

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

8. AUTHORITY OF CONSULTANT

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

9. CONFLICT OF INTEREST

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

10. AMENDMENTS, CHANGES OR MODIFICATIONS

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

11. TERMINATION

A. This Contract may be terminated by City, provided that City gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, City shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and in accordance with **Section 15 – Property of City**.

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

C. Notwithstanding any provisions of this Contract, Consultant shall not be relieved of liability to City for damages sustained by City by virtue of any breach of this Contract by Consultant, and City may withhold

any payments due to Consultant until such time as the exact amount of damages, if any, due City from Consultant is determined.

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

12. FUNDING

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

13. NOTICE TO PROCEED

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

14. EXTENSIONS OF TIME

Consultant may, for good cause, request extensions of time to perform the services required hereunder. Such extensions must be authorized in advance by City, in writing, and at City’s sole discretion. Such extensions, if authorized, shall be incorporated in written amendments to this Contract or the attached Scope of Work in the manner provided in **Section 9 – Amendments, Changes or Modifications**.

15. PROPERTY OF CITY

A. It is mutually agreed that all materials prepared by Consultant under this Contract shall become the property of City, and Consultant shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and Consultant shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by Consultant in performing this Contract which is not Consultant’s privileged information, as defined by law, or Consultant’s personnel information, along with all other property belonging exclusively to City which is in Consultant’s possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this Contract must be approved in writing by City.

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

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

16. COMPLIANCE WITH LAW

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

17. REPRESENTATIONS

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

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

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

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

18. APPROVAL OF STAFF MEMBERS

Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Contract. Consultant shall notify City of any changes in Consultant's staff to be assigned to perform the services required under this Contract and shall obtain the approval of the Engineering Manager of a list of all proposed staff members who are to be assigned to perform services under this Contract prior to any such performance.

19. ASSIGNMENT AND SUBCONTRACTING

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

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

20. MATERIALS CONFIDENTIAL

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

21. LIABILITY OF CONSULTANT—NEGLIGENCE

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

22. INDEMNITY AND LITIGATION COSTS

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

obligated to defend, indemnify, and hold harmless City, its officers, officials, employees, volunteers, and agents pursuant to this Contract. The provisions of this section shall survive termination or suspension of this Contract.

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

23. EVIDENCE OF INSURANCE COVERAGE

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

TYPE	SINGLE LIMIT / OCCURRENCE	AGGREGATE	ENDORSEMENTS***
General Liability	\$1,000,000	\$1,000,000	Additional Insured Waiver of Subrogation Primary and Non-Contributory
Automobile Liability	Non-Commercial Auto acceptable		
Work Comp Employer's Liability	Statutory \$1,000,000 each		Waiver of Subrogation
Professional Liability/Errors and Omissions	\$1,000,000	\$1,000,000	Requirement extends 3 years past contract expiration

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

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

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

24. EVIDENCE OF INSURANCE COMPLIANCE

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

25. EMPLOYMENT PRACTICES

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

26. SECURITY ACCESS POLICY

Consultant, its employers, agents, and anyone working on their behalf, shall at all times strictly comply with City's Security Access Policy, a copy of which is attached hereto and incorporated herein by

reference as **Exhibit F**. Consultant's failure to comply with this Security Access Policy shall constitute a material breach of this Contract.

27. UNAUTHORIZED ALIENS

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

28. LICENSES, PERMITS, AND OTHER APPROVALS

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

29. RECORDS AND INSPECTION

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

30. MISCELLANEOUS PROVISIONS

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.

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.

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.

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

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

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

Construction and Interpretation: Consultant and City agree and acknowledge that the provisions of this Contract have been arrived at through negotiation and that each party has had a full and fair opportunity to revise the provisions of this Contract and to have such provisions reviewed by legal counsel. Therefore, any ambiguities in construing or interpreting this Contract shall not be resolved

against the drafting party. The titles of the various sections are merely informational and shall not be construed as a substantive portion of this Contract.

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.

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

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

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

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

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

31. ENTIRE AGREEMENT

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

SIGNATURES APPEAR ON NEXT PAGE

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

Approved to as form:

CONSULTANT

By: _____ By: _____
Attorney for Consultant

Approved as to form:

CITY OF ELK GROVE

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

Attest to:

By: _____
Jason Lindgren, City Clerk

Dated: _____

EXHIBIT A

Scope of Work

To be completed

EXHIBIT B

Schedule of Performance

To be completed

EXHIBIT C
Compensation and Method of Payment

1. Consultant shall submit monthly invoices to the City for work completed to the date of the invoice. Invoices shall show completion of 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 billing rate. All correct, complete, and undisputed invoices sent by Consultant shall be paid by City unless the work performed is subject to the requirements of subsection 4A of the Contract and applicant funds are not sufficient to pay Consultant.
2. For personnel assigned to the Contracted services stated in Exhibit A, Scope of Work:
 - a. Hourly rates for each employee shall equal those shown in Table C-1. No overtime rates for non-exempt employees shall be passed on to the City without prior written approval by the Community Development Director.
 - i. Hourly rates are all-inclusive and include, but are not limited to, all Consultant profit and overhead, including non-billable administrative staff.
 - ii. Hourly rates include normal and customary equipment for that position. (Examples include, but are not limited to: Boots, vests, hardhats, measuring tapes, vehicles, etc. for field positions. Survey equipment for Surveyors. Testing equipment for material testing.) Hourly rates should take into consideration that City will grant Consultant temporary use of a non-exclusive workstation at City Hall, at no cost to Consultant, on an as needed basis during such times that the Engineering Manager requires Consultant's staff to work in person at City Hall.
 - b. For services that are charged on a Flat Fee basis, Consultant shall charge the City the flat fees as specified in Table C-2, Flat Fee Schedule. Should future fee adjustments be made pursuant to Section 3.4.B of the Scope of Work that includes other or additional flat fee payments, Consultant and City will negotiate the value of the fee prior to establishment of the fee. A supplement to the contract shall be executed prior to modifying fee payments to Consultant.
 - c. Mileage reimbursement for vehicle usage that is not considered normal and customary to the position shall be charged at the current Federal guideline rate at the time of billing and shall only be reimbursed if the Consultant receives prior written authorization from the Community Development Director.
 - d. Travel costs outside of the SACOG region shall be reimbursed in accordance with the City's travel reimbursement policy and shall only be reimbursed if the Consultant receives prior written authorization from the Community Development Director.
 - e. Equipment costs that are not considered normal and customary shall be reimbursed only if the Consultant receives prior written authorization from the Community Development Director.
 - f. Consultant may request the rates to be adjusted with each contract extension. This request shall include the position classification and hourly billing rates with justification for such increase. Revised Consultant billing rates shall only be used with the written approval of the Community Development Director. Approved adjustments to hourly billing rates shall be documented through a contract amendment to Table C-1 and C-2 executed by the Community Development Director.
3. Invoices from Consultant, sub-consultants, and vendors for time and materials services shall be paid on a time and material basis or as a percentage of lump sum/completed deliverables as specified in the associated Task Order and subject to Section 4 of the Contract. Personnel rates shall be at the sub-consultant's or vendor's published billing rates as approved by the Community Development Director or their designee.
4. Under no circumstances will the aggregate amount paid under this Contract exceed the amount specified in subsection 4 of the Contract and if the Contract is approved by the City Manager, all compensation paid to Consultant each year shall meet the cost limitation set forth in City of Elk Grove Municipal Code Chapter 3.42.

Table C-1, Hourly Rate Schedule

Position Classification	Hourly Billing Rate	Overtime Hourly Billing Rate (if applicable)
Land Surveyor (Licensed LS)		
Assistant Land Surveyor (Licensed LSIT)		
Survey Party Chief		
Survey Crew Member		
Map Reviewer		
Project Coordinator		
Project Manager		

Table C-2, Flat Fee Rate Schedule

Service	Flat Fee
Certificate of Compliance	
Certificate of Correction	
Lot Line Adjustment	
Lot Merger	
Monumentation Inspection (per monument)	

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, property damage, and personal and advertising injury 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, and premises owned, occupied, or used 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. Workers' Compensation:

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

Each occurrence or claim:	One Million Dollars (\$1,000,000)
Aggregate:	One Million Dollars (\$1,000,000)
 - c. Both occurrence and claims-made policies are acceptable. For claims-made policies, upon termination of this Contract the same insurance requirements in Section 4 of this Exhibit will apply for a three (3) year period following such termination. A "tail" policy may be purchased as an alternative to satisfy this requirement.
5. Acceptability of Insurers: Insurance is to be placed with insurers with a **Bests' rating of no less than A:VII**.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. Failure of the City to obtain such insurance shall in no way relieve Consultant from any of

its responsibilities under the contract.

12. 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.
13. 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.
14. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

EXHIBIT E

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

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

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

CONSULTANT

By: _____

Date: _____

Name: _____

Title: _____

EXHIBIT F
SECURITY ACCESS POLICY

Consultant and all their employees or subcontractors who shall undertake work to be performed under this Contract shall be required to complete a security and criminal history check. The Elk Grove Police Department ("EGPD") will conduct two "Live Scan" fingerprint checks, free of charge, on a Consultant that will access City Facilities. "Live Scan" is a system that completes a criminal history inquiry by checking local, state and national databases. The EGPD will be provided with a list of any arrests and convictions that have been made. From that date forward the EGPD will be notified of any subsequent arrests. Any individual with a felony arrest cannot be granted unescorted access to City Facilities; other arrest history shall be evaluated. Security privileges associated with the access to City Facilities is dependent upon which area(s) of the building Consultant requires access to relative to the type of work or service being completed. An access card will be issued and this card will allow unescorted access. In addition to the completing the Live Scan criminal history check, Consultant shall be required to agree to the following:

- a) Consultant agrees to assign a primary employee(s) to complete job tasks at City Facilities whenever possible.
- b) Consultant and their employees and/or subcontractors agree to wear the assigned visitor lanyard attached to access card whenever on the premise.
- c) Consultant agrees that access card shall not be used as a form of identification or for any purpose other than access into City Facilities.
- d) Employees may be Live Scanned at the expense of Consultant at the rate charged to the EGPD. The current rate is \$54.00 but is subject to change.
- e) Consultant agrees to monitor Access Key Card(s) issued to them and only allow those employees that have been Live Scanned to have access to the card.
- f) Consultant agrees to notify the City within 24 hours of when an employee has severed employment. Consultant shall retrieve the key card from that employee's possession and return it to the City within 48 hours.
- g) Consultant shall follow the directions provided by City staff while on the premises.
- h) Consultant agrees that employees shall be instructed to access only the areas necessary for the service provided, and to leave the premise immediately upon completion of duties.
- i) Consultant agrees access cards are the property of the City of Elk Grove and must immediately surrendered upon request by a City of Elk Grove Employee.
- j) Consultant agrees to reassign any employee that becomes involved in any criminal activity and retrieve the access card should the department be notified of criminal activity.
- k) Access to City Facilities will occur **Monday- Friday 8:00am-5:00pm** except for City holidays.

Consultant shall contact the EGPD Analyst within 10 days of receiving notification of Contract award to set an appointment for Live Scan testing. Test results are typically returned in 3-5 business days. Consultant and their employees shall be required to bring photo identification. A photograph for the access card will be taken. Consultant will be contacted when to pick up access cards.

Until the process outlined has been completed, Consultant and their employees shall not be allowed to begin work at City Facilities and payment for service may be delayed until Consultant has fully complied with this procedure.

##