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County of Sacramento

Sacramento Housing and Redevelopment Agency

Request for Proposals **Temporary Shelters Project**

RFP #2001-DD

Issued: January 15, 2020

Submittal Deadline

@2:00 p.m. PST – January 29, 2020

Sacramento Housing and Redevelopment Agency
Procurement Services – 2nd Floor
801 12th Street
Sacramento, CA 95814

Copies of this RFP may be obtained from:
Procurement Services
Sacramento Housing and Redevelopment Agency
801 12th Street
Sacramento, CA 95814
(916) 440-1378
ps@shra.org

Or by visiting our website @ www.shra.org

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Sacramento Housing and Redevelopment Agency

Request for Proposals

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Introduction

According to the 2019 Sacramento County Point-in-Time Homeless Count, homelessness in Sacramento has increased by more than 19% over the past two years. On any given night, it is estimated that approximately 5,570 individuals experience homelessness countywide. Furthermore, individuals experiencing homelessness in the City of Sacramento account for 73% of the 3,900 unsheltered persons within Sacramento County. The vast majority of individuals experiencing homelessness each night is sleeping outdoors or in vehicles, abandoned buildings or other locations not suitable for human habitation, and a substantial proportion of these individuals sleeping outdoors (approximately 30%) are older adults over the age of 50. Approximately 1-in-5 are 55 or older.

The very real human and community crisis of homelessness necessitates an urgent and focused response that looks beyond the typical homeless system of care and challenges the community at large to bring new and innovative solutions to help address homelessness. As part of these efforts, the Sacramento Housing and Redevelopment Agency (SHRA), in collaboration with the City of Sacramento, is soliciting innovative ideas and proposals to address the gap in the number of shelter beds currently available to serve individuals experiencing homelessness.

This Request for Proposals (RFP) is part of the City of Sacramento's commitment to working in partnership with other jurisdictions, as well as private and public partners, to develop and implement expeditious solutions to ending homelessness. Given the limited resources available, the City is committed to approving policies, identifying funding programs, and enlisting support from public and private partners to strategically address the needs of our local homeless community. The City recognizes that no one approach or solution will end homelessness in Sacramento, and continues to look for new opportunities, including this RFP.

Sacramento Housing and Redevelopment Agency

The mission of SHRA is to revitalize communities, provide affordable housing opportunities, and to serve as the Housing Authority for the City and County of Sacramento. SHRA was created to ensure the ongoing development of affordable housing and to continuously fuel community redevelopment projects in Sacramento. SHRA meets these goals by creating safer neighborhoods and a more robust economy, so individuals, families, and children in our community have the opportunity for a better life. Further information can be found on SHRA's website at <http://www.shra.org>.

Overview and Concept

SHRA and the City of Sacramento are seeking proposals for 40 temporary homeless shelter cabins. The number of cabins needed may change at the discretion of SHRA.

All cabins shall be built according to the Shelter Cabin Specifications listed on Attachment A. The shelter cabin is anticipated to serve two adult individuals.

Project Location

The project is to be operated in the City of Sacramento. SHRA will provide the specific location to the successful Contractor.

Proposal Schedule

1. Date RFP Issued	January 16, 2020 by 4:00 p.m.
2. Pre-Proposal Meeting	January 21, 2020 @ 10:30 a.m.
3. Request for Information Due	January 23, 2020 by 10:00 a.m.
4. Addendum (if necessary) issued	January 23, 2020 by 5:00 p.m.
5. Proposals Due	January 29, 2020 by 2:00 p.m.
6. Notice of Intent to Award	January 31, 2020
7. Notice of Award	February 5, 2020

Responses to questions and other updates will be posted on the Agency website at www.shra.gov under the **Doing Business With SHRA** tab and the Temporary Shelters Project.

Anticipated Project Schedule

1. Contractor Selected	January 31, 2020
2. Contract execution	February 6, 2020
3. Notice to Proceed	February 7, 2020
4. Cabins delivered to site	February 14, 2020

Please note, SHRA will be soliciting bids for a separate contract for the grading, electrical, and plumbing and this contract will work in conjunction with that timeline as well.

Minimum Qualifications

1. If the awarded Contractor will be using Sub-contractors to do any of the on-site assembly, finish work including taping, painting, finish electrical, that Contractor shall be licensed in the State of California as a Contractor holding a B General Building Contractor's license;
2. All Contractors or lowered tiered Sub-contractors are required to register with the Department of Industrial Relations (DIR). Notwithstanding any other requirements (including federal labor requirements), this contract is subject to compliance monitoring and enforcement by the DIR;
3. The vendor must have experience with similar projects involving the entirety of the scope and meeting the project deadlines;
4. The Contractor must be bondable to 100% of the anticipated value of the project. Contractor will be required to provide a Labor & Material Payment Bond and a Performance Bond for 100% of the value of the project;

5. The Contractor must be able to meet Agency Insurance Requirements (Attachment C).

Project Description

Anticipated Scope of Services, construction services shall include, but may not be limited to, the following:

A. Permit Process:

1. SHRA will work with the Contractor and the City of Sacramento to facilitate and secure the required building permits for the project.

B. Site Control and Management:

1. Develop a plan to control construction and construction-related activities on the site;
2. Work with the Project Manager to develop construction timelines for the project;
3. Work with SHRA and their outside vendors or Contractors providing additional services or construction related services needed at the project site.

C. Construction Services:

1. Execute Sub-contractor agreements and manage subsequent work;
2. Prepare the project completion schedule;
3. Provide full time on-site project management and supervision during cabin construction and installation and document approval of work by local Building Inspectors;
4. Prepare regular progress payment requests;
5. Manage the payment process and insure all Sub-contractors and suppliers are being paid as the project progresses;
6. Help resolve any construction schedule issues, project budget issues, and Sub-Contractor claims or disputes.
7. Obtain all final building permit signoffs and Certificates of Occupancy (if required) for the units and facilities;
8. Organize all warranty information on all installed equipment and materials and set-up a Contractor call-back process to be initiated by SHRA as needed during the warranty period;
9. Organize and provide all project files as directed by SHRA at the close of the project;
10. Certify and be responsible for all prevailing wage and labor standards compliance by Contractor and all Sub-contractors.

Project Challenges

1. Performance deadlines, which are fixed;
2. The requirement to maintain a safe working environment for the Contractors and the community residents;
3. Coordination with SHRA's electrical and plumbing Contractors, and any others required for making the site ready for move-in by the end users.

Prevailing Wages

The Contractor providing the on-site assembly, drywall taping/topping, painting, finish electrical and all lower-tiered Sub-contractors will be required to pay State Prevailing Wages under Labor Code Section 1771.

This contract is subject to State of California prevailing wages. A copy of the wages are available at the following website address: <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm> or at phone number 888-ASK-WAGE / 888-275-9243.

The Contractor and all Sub-contractors shall pay state prevailing wage. The Contractor and all Sub-contractors, of any tier, must comply with the requirements of the California Labor Code including but not limited to Sections 1771, 1774, 1775, 1776, 1777.5, 1813 and 1815.

Contractors are required to register with the Department of Industrial Relations (DIR). Notwithstanding any other requirements (including federal labor requirements), this contract is subject to compliance monitoring and enforcement by the Department of Industrial relations (DIR).

<http://www.dir.ca.gov/Public-Works/Contractor-Registration.html>

Contact

All questions concerning submittal procedures, requirements and selection procedures or requests for clarification concerning this RFP are to be submitted in writing (letter, e-mail or fax) to:

Dina D. Dennis – Procurement Analyst
(916) 440-1342
(916) 442-6736 (fax)
E-Mail: ddennis@shra.org

Do not contact other Agency employees or Selection Committee members regarding this project or the selection procedures. The Agency will not be responsible for oral or other explanations / interpretations of the RFP document or procedures.

Pre-Proposal Meeting

A Pre-Proposal meeting and review of the specifications will be held on **Tuesday, January 21, 2020 at 10:30 a.m.** at 801 12th Street, SHRA Commission Room, 2nd Floor, Sacramento, CA 95814.

The Pre-Proposal Meeting is not mandatory; however, firms interested in submitting their qualifications are encouraged to attend.

Submission Procedures, Requirements and Selection Process

Time and Place for Submission of Proposal

Contractors responding to this RFP shall review the specific submittal requirements and submit five (5) bound copies and one (1) flash drive of their Proposals to:

**Dina D. Dennis, Procurement Services – 2nd Floor
Sacramento Housing and Redevelopment Agency
Response to RFP #2001-DD
801 12th Street
Sacramento, CA 95814**

All submittals must be received no later than 2:00 p.m. on Wednesday, January 29, 2020. If the submission is late, incomplete or lacking in the number of copies required, that firm, at the option of the Agency, shall be eliminated from consideration. Postmarks, e-mails, and faxes will not be accepted.

After selection and execution of the contract, 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.

Proposal Submittal Format and Requirements

- A. Submittals are to be bound, single-sided, standard sized (8.5" x 11") pages. Submittals are not limited in length; however, brevity and conciseness are encouraged. Number each page. To facilitate review by the Selection Committee, please submit information in accordance with the following format, identifying each item, in order, by the appropriate number and letter.
- B. This project requires the payment of prevailing wages in accordance with the State of California.
- C. The submittal must provide the following information:
 - 1. A letter introducing your firm, printed on the company's letter head stating the company's full name, mailing and street address, telephone number, fax number, and e-mail address if applicable, and a brief history of the firm and the services it provides. Executed by an authorized signatory of the company.
 - 2. Designate and provide a resume on those company members who may represent and/or support your firm as a project manager or key individual on this project.
 - 3. The qualifications of your company that make you eligible to provide the services requested for this project. Indicate any similar projects your firm has completed recently.
 - 4. A list of any similar projects which your company (Local Office) has performed including location, number of units, project timeframe, and contact information for reference.
 - 5. Explain your approach and management process for this project, and indicate how you intend to deliver and install the cabins on time and in accordance with the project specifications.
 - 6. Provide any additional information that you feel will be helpful to the Selection Committee in evaluating your qualifications.

Selection Process Overview

The Agency's evaluation of Contractors will be based upon those materials submitted in response to this request for proposals. To be considered in the selection process, each company must submit complete submittals and related materials. The evaluation process is a two stage process as indicated below:

Stage 1:

A Selection Committee will be established according to the Agency's policy.

Submittals will be received and evaluated to determine if all items requested were submitted. Copies of each complete submittal will be provided to each member of the Selection Committee.

Stage 2:

The Selection Committee will review each submittal individually. The Selection Committee will then meet on one or more occasions to discuss the submittals. It is anticipated that the Selection Committee will rank the firms and make the final selection directly from the written submittals. However, the Agency reserves the right to request additional information or clarifications from any or all firms before completing an evaluation of the qualifications. Additionally, if deemed necessary and at the sole discretion of the Selection Committee, oral interviews of two or more Contractors determined most qualified for the project will be scheduled at a later date and final selection made after interviews. Upon completion of this process the Contractor deemed most qualified for the project will be selected.

Evaluation Criteria

<u>Category</u>	<u>Points</u>
Qualifications, History, and Experience of Company and Team Members	20
Past Successful Performance on Similar Projects	20
Project Approach and Management Process	20
Proposed Project Cost	25
Unique Qualifications and Other Pertinent Information	15
Total	100

Award Notice and Acceptance Period

Notice of Intent to Award the contract will be sent by email and mail to all Contractors submitting a timely proposal. If the apparent successful Contractor(s) fails to negotiate and deliver an executed contract the Agency may cancel the award and award the contract to the next highest ranked Contractor(s).

Should any Contractor wish to protest the final selection, they shall have until 11:00 a.m., five (5) calendar days from the date of the Notice of Intent of Award to submit a written protest to the Agency. The written protest shall be full and complete; specifying in detail the grounds of the protest and the facts supporting the protest or it will not be considered. Any Contractor who has a legitimate protest must claim to be eligible for award of the contract. Protest letters are to be sent to:

Sacramento Housing and Redevelopment Agency
Attn: Fred Parrish, Procurement & Contracts Manager
801 12th Street, 2nd Floor
Sacramento, CA 95814

Or by e-mail to: fparrish@shra.org

All protests shall be resolved in accordance with the Agency's protest policy and procedures, copies of which are maintained at the Agency and available upon request.

Award of Contract

Following the selection of the most qualified Contractor, a contract will be negotiated and executed. If the Agency is unable to negotiate a satisfactory agreement with the selected Contractor, it will undertake negotiations with the next ranked Contractor, and so on, until a satisfactory agreement is reached. A sample contract is provided under Attachment B. The prospective firms are advised to review the contract, all of the provisions and attachments to the contract before submitting their qualifications.

The full execution of a written contract shall constitute the making of a contract for services and no contractor shall acquire any legal or equitable rights relative to the contract services until the contract has been fully executed by the successful Contractor and the Agency.

Agency's Rights, Options, and Policies

1. The Agency reserves the right to decide that one firm is more responsive than the others and to select after review of the written submittals only.
2. The Agency reserves the right to reject any and all submissions, request additional information, amend the project schedule, or issue additional requirements throughout the selection process. It is the responsibility of the Contractor to verify that all necessary information is submitted by the due date.
3. The Agency reserves the right to modify any portion, postpone or cancel this RFP at any time, and/or reject any and all submissions without indicating any reason. No submission documents will be returned.
4. The Agency reserves the right to reject individual team members, firms, and request substitution without indicating any reason prior to contract award;
5. The Agency highly encourages participation by local qualified firms and Contractors in all aspects of contracting unless the project requires unusual or highly specialized services.
6. The Agency actively encourages participation of small, minority and women owned business enterprises in all aspects of contracting.

7. No compensation is offered for any work related to this selection process. Submissions are entirely voluntary. All original documents including electronic files become the property of the Agency. If any submission is late or incomplete in any way, that Contractor will be eliminated from consideration.
8. Materials contained in each proposal will be considered proprietary until selection. Following selection, however, the contract scope of work may be amended by the Agency and negotiated based upon ideas provided by any source.
9. In accordance with federal and state laws, the Agency does not discriminate on the basis of race, color, national origin, gender, sexual orientation, religion, age, veteran's status or disability in the provision of services.
10. Procured Consultants / Contractors will not be considered Agency personnel and the Agency assumes proposal of certain personnel to be a statement of their availability to do the work.
11. The Agency reserves the right to select more than one respondent, to select a respondent(s) for specific purposes or for any combination of specific purposes, and to defer the selection of any respondent(s) to a time of the Agency's choosing.

Attachment A

Shelter Cabin Specifications

QUANTITY (40 cabins total to be included in Base Bid):

- 35 cabins (non-ADA) – the Agency may add additional cabins at their discretion (provide unit cost for each additional cabin. Unit cost shall include delivery and installation)
- 5 cabins ADA compliant

BASIC REQUIREMENTS

1. Dimensions
 - a. Shall be at least 128 square feet (e.g. 8'x15')
2. Electrical
 - a. Two 110V duplex wall outlets at +15" min. above finish floor
 - i. See Sample Cabin Layout attached for location
 - b. One 110V wired ceiling box
 - i. See Sample Cabin Layout attached for location
 - c. One 15 Amp single-pole toggle light switch at +44" above finish floor
 - d. One 110V electrical box for heater mounted at +48" above finish floor
 - i. See Sample Cabin Layout attached for location
 - e. Shall have provisions for potential connection to the grid (SMUD)
 - f. Shall have provisions for potential "stand-alone" solar power connection
3. Door (see plan for sample location)
 - a. One 6-panel 36"x80" insulated residential door (outswing). Preferably fiberglass skinned
 - b. Lever style entry hardware (lockable)
 - c. Landing and ramp at ADA units (see plan for sample location)
4. Windows
 - a. Two 3'x3' horizontal sliding windows (one on each side of entry door)
5. Sleeping arrangements
 - a. Must fit two twin XL mattresses on opposite sides
 - b. Mattresses to mount on platforms attached to end walls (with storage space below).
 - i. Standard bed platform height at +24" above finish floor
 - ii. ADA bed platform height at +19" above finish floor
6. Overhead Storage
 - a. One 18" wide overhead shelf at 80" above finished floor
7. Finished interior walls
 - a. Interior walls to be finished with drywall – must be taped and topped
 - b. Interior walls must be painted with washable semi-gloss paint: color off-white
8. Finished exterior walls
 - a. Exterior walls to be sheathed with paintable, durable siding (such as T1-11 plywood)
 - b. Exterior walls to be painted with exterior semi-gloss paint
9. Fire
 - a. Must have one smoke and carbon monoxide detector (battery powered)
 - b. Must have one interior fire extinguisher

10. Framing
 - a. Wood or metal framing able to receive drywall on interior and siding on exterior
 - b. R-13 minimum insulation in wall cavities

11. Floor
 - a. Plywood floor finished with sheet vinyl.

12. Roof
 - a. Composition shingles with ridge vent
 - b. Rafters insulated with R-13 minimum insulation
 - c. Drywall at underside of rafters, taped, topped and painted (allow space at ridge for venting through the ridge vent)

13. Exterior Paint
 - a. Color of paint will be chosen from manufacturer's standard palette

END OF SECTION

ATTACHMENT A

TEMPORARY HOMELESS SHELTER SAMPLE CABIN LAYOUT

120V OUTLET FOR FUTURE
HVAC UNIT @ +48" A.F.F.
(FRAME 16"X26" OP'G IN WALL)

PLYWD. PLATFORM
TO RECEIVE
MATTRESS (EA. SIDE)
STAND. HT. @ +24" A.F.F.
ADA HEIGHT @ +19" A.F.F.

PLYWD. TABLE
AT +30" A.F.F.

OUTLET BOXES WIRED
FOR 120V POWER AT
+33" MIN. ABOVE FIN. FLR.
TYP. OF 2

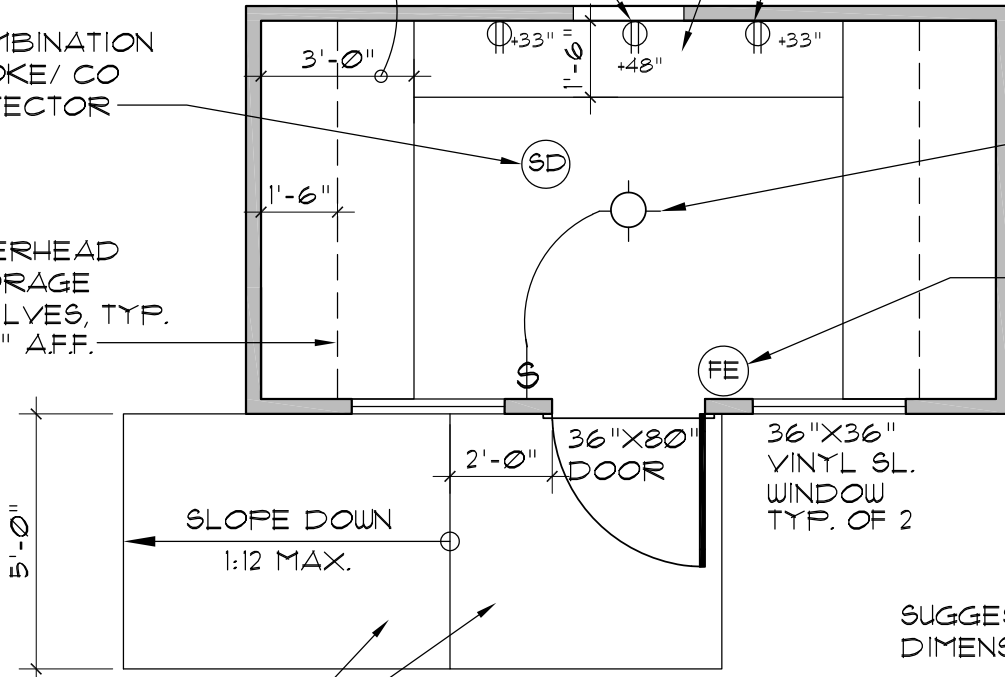
COMBINATION
SMOKE/ CO
DETECTOR

RAFTERS ONLY -
NO CLG. JOISTS

CLG. MOUNTED BOX
FOR LIGHT FIXTURE
(W/ SWITCH @ +44" A.F.F.)

OVERHEAD
STORAGE
SHELVES, TYP.
+80" A.F.F.

FIRE EXTINGUISHER
MOUNTED TO WALL



SUGGESTED OUTSIDE CABIN
DIMENSIONS: 8'-0" X 15'-0"

PLYWOOD RAMP
AND LANDING AT
ADA UNITS ONLY

SEE SPECIFICATIONS
FOR MORE INFORMATION

Attachment B



CONTRACT For RFP #2001-DD – Temporary Shelters Project

Effective Date:	
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AS OF THE ABOVE-WRITTEN “EFFECTIVE DATE”, AND IN CONSIDERATION OF THEIR MUTUAL OBLIGATIONS, THE AGENCY AND CONTRACTOR (DEFINED BELOW) ENTER INTO THIS “CONTRACT” AND AGREE AS FOLLOWS:

1. “Agency” is/are the following selected agency/agencies, which are public bodies, corporate and politic, and which has/have the address of 801 12th Street, Sacramento, California 95814:

	AGENCY	
SELECT	<input type="checkbox"/> Housing Authority of the City of Sacramento	<input type="checkbox"/> Housing Authority of the County of Sacramento
	<input type="checkbox"/> Sacramento Housing and Redevelopment Agency	

2. “Contractor” and Contractor’s name and address for its principal place of business are the following:

Name	
Address	
DUNS #:	

Contractor is the following legal entity (select one):

<input type="checkbox"/> Sole Proprietor/Individual(s)	<input type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit Corporation	<input type="checkbox"/> General Partnership
<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Limited Liability Partnership	<input type="checkbox"/> Other: Local Government

Funding Source	CFDA#	Award #	Award Year	Jurisdiction	Amount
				<input type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Local	
				<input type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Local	
				<input type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Local	

3. “Scope of Work” for this Contract is the following [This contract is invalid unless this section is completed]. In addition to the Scope of Work here, there may be a detailed Scope of Work attached if that attachment is written by the Agency and the attachment must be in the same form as the following table, including all categories and tasks.]:

“PERFORMING PARTY”	“TASK/OBLIGATION”:	“DEADLINE”
Contractor	<i>Scope of work or summary of scope of work</i>	

“PERFORMING PARTY”	“TASK/OBLIGATION”:	“DEADLINE”
Contractor	“COMPLETION DATE”: The date for completion of all of Contractor’s Tasks/Obligations under this Contract	

4. “Attachments” for this Contract are the following, which are incorporated in this Contract as if included in full in the body of this document:

ATTACHMENT NO. CHECK APPLICABLE BOX	DESCRIPTION OF ATTACHMENT (Attachments marked N/A or stricken are not included)
	Contract Provisions (This Contract is <i>invalid</i> without the Contract Provisions attachment)
<input type="checkbox"/> yes #__ <input type="checkbox"/> no	Federal Requirements
<input type="checkbox"/> yes #__ <input type="checkbox"/> no	CDBG and Other Federal Requirements
<input type="checkbox"/> yes #__ <input type="checkbox"/> no	Payments
<input type="checkbox"/> yes # __ <input type="checkbox"/> no	General Conditions for Limited Construction Work (If this Contract is for construction work, it is invalid without the General Conditions for Limited Construction Work attached.)
<input type="checkbox"/> yes # __ <input type="checkbox"/> no	Attachment for Architectural Services (If this Contract is for architectural services, it is <i>invalid</i> without the Attachment for Architectural Services attached.)
<input type="checkbox"/> yes # __ <input type="checkbox"/> no	Personal Identifying Information Attachment
<input type="checkbox"/> yes # __ <input type="checkbox"/> no	Conflict of Interest Form
<input type="checkbox"/> yes # __ <input type="checkbox"/> no	Other

Unless expressly stated otherwise, the Attachments shall supersede any provisions of this Contract with which they conflict.

5. “Contract Price” is the maximum amount that the Agency is required to pay Contractor under this Contract. The Contract Price for this Contract is as follows:

CONTRACTOR PRICE	
-------------------------	--

6. “Payment Schedule for this Contract is as follows:

SELECT ONE	DATE, TIME PERIOD OR PERFORMANCE TO BE COMPLETED AS CONDITION OF PAYMENT (Only one payment schedule is selected)	MAXIMUM AMOUNT OF PERIODIC PAYMENT:
	Monthly payments due on the ___ day of the month	\$_____per month ___% of Contract Price
	Quarterly payments due by the 30 th of the month following the previous quarter.	Stated in Attachment ___
	Per amounts and on dates stated in Attachment ___ Payment	Stated in attachment ___
	According to the following Schedule of Tasks, periodic payment upon Contractor’s completion of respective task:	
		\$
		\$
		\$
		\$
	As billed by Contractor, for work actually performed and services actually provided	According to the fees and rates stated in Attachment ___ Payment
		Per the Scope of Work
	Upon completion of the work for actual work performed	Maximum Amount
	Allowed Reimbursable Expenses	
	Not to Exceed	

Contractor shall not be reimbursed for expenses that are not specifically included in the Payment Schedule. Notwithstanding any other provision, reimbursable travel expenses shall not exceed the rates allowed by the Internal Revenue Service Standard Mileage Reimbursement and shall not include expenses for travel within a forty-five (45) mile radius of the Agency’s place of business. Notwithstanding any other provision, reimbursable expenses shall not include any pro-rated overhead costs and expenses, facsimile or telecopier charges, copying costs (unless extraordinary and approved in advance by the Agency), courier charges, local and long distance telephone charges, and ordinary office and business supplies.

Contractor shall submit, at minimum, quarterly status reports on the services funded by the Agency that shall include the name, email address, and telephone number of Contractor’s contact person. Annual or closeout reports are due 30 days after the end of the calendar year. Agency shall have the right to audit such reports, including the right to review all records of Contractor related to such reports.

7. “Term” The term of this contract shall be for a period of _____ beginning on the Effective Date and ending on _____.

8. “Special Provisions” are the following provisions or additional recitals, which are a part of the contract only if approved by Agency counsel as indicated by the accompanying initials.

SPECIAL PROVISION	AGENCY COUNSEL

9. “Conflict of Interest” the following statement describes whether or not the contractor is required to file a Fair Political Practices Commission Conflict of Interest statement.

<input type="checkbox"/> yes <input type="checkbox"/> no Contractor must file a Conflict of Interest Statement with the Agency Clerk, unless this box is checked by the Agency signatory indicating that the Contractor is excluded from filing under the Agency Conflict of Interest Code.

In any event, no member, officer or any employee of Contractor, or it’s designees or agents, who exercises any fluctuations or responsibilities with respect to the program during his/her tenure or for one (1) year thereafter, shall have an interest, direct or indirect, in any contract or it’s proceeds, for work to be performed in connection with the program assisted under the Contract. Contractor must incorporate, or cause to be incorporated, in all subcontracts a provision prohibiting such interest pursuant to the purposes of this Section.

THIS CONTRACT IS EXECUTED in Sacramento, California as of the date first above written.

AGENCY:
By:

CONTRACTOR:
By:

Name:		Name:	
Title:		Title:	
		Tax ID Number:	

CERTIFICATION OF AUTHORITY

I certify under penalty of perjury under the laws of the State of California that I am fully authorized to execute the attached document for Contractor in the capacity I have stated, and that such execution is sufficient to bind the Contractor. Executed in _____, California, on _____.

Contractor's Signatory

Attachment 1 Contract Provisions

1. **CONTRACT CONTENTS, PRECEDENCE AND DEFINITIONS.** This Contract consists of this Contract document and all of the Attachments named in this Contract. Except for matters required by law or expressly stated otherwise, the provisions of the attachments supersede any provisions of the body of this Contract with which they conflict. Unless otherwise defined in this Attachment 1, capitalized terms shall have the definitions stated in this Contract.

2. **SCOPE OF WORK.** Notwithstanding the wording of the Scope of Work, unless a Task/Obligation is expressly described in the Scope of Work as one that is not mandatory, each Task/Obligation described in the Scope of Work is the mandatory obligation of the Performing Party, and it must be completed on or before its respective Deadline. As the context indicates the Task/Obligation must be performed at or delivered to the Location stated in the Scope of Work.

3. **CONTRACT TERM AND TIME OF PERFORMANCE.** The “Contract Term” shall begin on the date of this Contract and shall end at 5:00 p.m. on the Expiration Date or upon completion of all services, whichever shall first occur. The Expiration Date is the date for completion of all obligations of the parties under this Contract.

a) Certain of the Contract requirements, as expressly stated in this Contract, shall survive the completion or termination of this Contract.

b) The Contractor acknowledges that it is not entitled to compensation for any work done or costs incurred prior to the date of this Contract or subsequent to the Completion Date. This contract cannot be revived, amended or extended by agreement made after the Expiration Date.

4. **COMPENSATION, REIMBURSEMENT AND METHOD OF PAYMENT.** Notwithstanding any other provision of this Contract, the parties agree that the total compensation and reimbursement for all services and expenses required during the term of this Contract shall not exceed the Contract Price. Agency shall pay the Contractor in the amounts and at the times specified in the Payment Schedule. Agency is not obligated to make any payment under this Contract for work Contractor has not yet performed or goods not delivered. Agency is not obligated to make any payment under this Contract for so long as Contractor is in material default of this Contract. Except as specified in writing in this Contract, Agency is not obligated or liable under this Contract to any party other than the Contractor.

5. **INSURANCE COVERAGE REQUIREMENTS.** During the Contract Term, Contractor must maintain the following insurance coverage from insurance providers licensed to do business in California and having an industry rating that is acceptable to Agency. Failure to maintain the required insurance is a material breach of this Contract. Before beginning any work under this Contract, Contractor must provide Agency with certificates of insurance or copies of the insurance policies demonstrating the required coverage, and the required endorsements naming “the Sacramento Housing and Redevelopment Agency and its constituent entities” as an additional insured. Contractor must assure that such certificates and endorsements are in a form acceptable to the Agency and reflect fulfillment of all of the requirements of this Contract. Contractor must assure that the coverage afforded under the policies can only be canceled after thirty (30) days prior written notice to the Agency of the pending cancellation. Contractor must mark such notice to the attention of the Agency’s Procurement Services Office at the following address:

SACRAMENTO HOUSING & REDEVELOPMENT AGENCY
801 12th Street – Procurement Services (PS)
Sacramento, California 95814

a) The required insurance coverage is the following: (i) Two Million Dollars (\$2,000,000) or more of comprehensive general liability coverage including, without limitation, coverage for contractual liability, public liability and property damage and having a deductible of Twenty-five Thousand Dollars (\$25,000) or less; (ii) if motor vehicles are used in connection with this Contract, Five Hundred Thousand Dollars (\$500,000) or more of automobile liability coverage having a deductible of Five Thousand Dollars (\$5,000) or less; and statutory limits or more of workers compensation coverage for all employees of Contractor and all others doing Contract work. The policies shall be endorsed to name the “the Sacramento Housing and Redevelopment Agency and its constituent

entities” as an additional insured. The insurance afforded to such additional insured shall apply to the fullest extent permitted by law and shall be at least as broad as that afforded to the named insured.

b) Cancellation: Contractor will provide the Agency with the cancellation clause and/or any amendatory endorsements that modify or change the policy cancellation clause of the insurance policies in force. It is the Contractor’s responsibility to notify the Agency of any notice of cancellation, non-renewal or non-payment of premium in accordance with your policy provisions. In the event insurance is cancelled or not renewed, the Contractor shall notify the Agency within forty eight (48) hours of such cancellation or non-renewal.

_____ **Contractor’s Initials**

c) Contractor is in material breach of this Contract for so long as Contractor fails to maintain all of the required insurance. Agency has the right, but not the obligation, to pay any delinquent insurance premiums and any other charges to reinstate or maintain the required insurance policies and coverage. Upon Agency’s demand, Contractor must immediately reimburse Agency for any and all costs incurred by Agency in so obtaining and/or maintaining insurance. If Agency does incur such costs, Agency shall have the right to withhold such amount from any payment due to Contractor under this Contract and to reduce the compensation payable to Contractor under this Contract by such amount.

6. BILLING PROCEDURES AND CONDITIONS. Agency must make the payments due under this Contract, as provided in Part I, subject to the following provisions:

a) Agency must pay the Contract Price to Contractor for performance of Contractor's obligations under this Agreement, or so much of the Contract Price as may be due for services actually performed and materials actually supplied by Contractor under this Contract. Agency must make such payments within thirty (30) days following delivery by Contractor to Agency of invoices stating the amount then due and specifying the services performed for which payment is due. Agency is not required to make such payment more frequently than specified as the Time for Payment. Contractor will not be paid for expenses or overhead as separate items of cost unless such items are specifically listed in the Payment Schedule, and then not to exceed the amounts so provided. In any event, Agency is not required to pay Contractor a total amount for goods, services and expenses which exceed the Contract Price.

b) Contractor may make requests for payment, after the Completion Date and through the Billing Date, for services performed or materials provided to the Contract work on or before the Completion Date. The Agency shall make payments due under this Contract on or before the Expiration Date. The Agency is not obligated to make payments to Contractor for invoices submitted after the Billing Date.

c) As a condition for payment, Contractor must submit billing statements, in duplicate, not less than ten (10) business days before the date of a requested payment. Such billing statements shall specify the dates on which the work was performed; the nature of the work performed; the percentage of the total work performed; the name of the individual performing each element of the work; the respective hourly billing rates; a list of all expenses for which reimbursement is sought; and the requested payment date.

d) Within ten (10) days following a written request received from Agency, Contractor must provide a bill to Agency for all work done as of the request date. Agency is entitled to make similar requests at intervals of not less than thirty (30) days following the initial request.

e) Contractor must submit the final bill for all work under this contract within 30 days of Completion Date.

7. INDEMNIFICATION. Except to extent of active negligence, willful misconduct or gross negligence on the part of Agency, Contractor shall indemnify, hold harmless and defend, to the fullest extent permitted by law, the Housing Authority of the City of Sacramento, the Housing Authority of the County of Sacramento, the Sacramento Housing and Redevelopment Agency, the City of Sacramento and the County of Sacramento, their respective officers, directors, commissioners, advisory committee members, agents, and employees from liability, claims, demands, attorney's fees or litigation and related costs, including, without limitation, court costs and investigator, witness, arbitrator and mediator fees, for any injury or damages to persons or property resulting from Contractor's prosecution

of work under the Contract, or otherwise related to this Contract, whether caused, in whole or part, by an intentional act, negligent act or omission by Contractor, its officers, employees, or agents.

8. **NO WAIVER OF RIGHTS AND REMEDIES.** Agency's failure, at any time, to object to any breach of covenant or obligation, to any failure of performance, or to any other default on the part of the Contractor shall not constitute a continuing waiver of subsequent breaches or defaults. Agency's making of any payment to the Contractor shall not, under any circumstances, be considered a waiver by Agency. Agency's making of any payment while any breach or default by Contractor exists shall in no way impair any right or remedy available to Agency related to such breach or default, including, without limitation, the right to withhold future payments.

9. **HIRING OF OTHERS.** Unless consultants, specialists, experts or other third parties are listed in the Scope of Work, Contractor must not employ any of them or incur any obligation to pay any of them for services performed under this Contract without the prior written approval of Agency. Agency's written approval shall not create any obligation of the Agency with regard to any such third party. Contractor has no authority to, and must not purport to, employ, hire or contract with any such third party as agent of the Agency or otherwise on behalf of Agency.

10. **TERMINATION OF CONTRACT FOR CAUSE.** If either party fails to fulfill its obligations under this Contract in a timely and proper manner or violates any of the covenants, agreements, or stipulations of this Contract, and if such failure or violation is material and substantial, the other party shall have the right to terminate this Contract by written notice to the defaulting party.

a) If Contractor defaults and Agency terminates the Contract, all finished or unfinished work, products, documents, electronic media, data, studies, artwork, renderings, models, software programs, and reports prepared by Contractor under this Contract shall, at the option of Agency, become property of the Agency, upon payment to Contractor of just and equitable compensation for such work which is completed and which is reasonably satisfactory to Agency. Agency's exercise of its option to own such properties does not relieve Contractor of liability to Agency for damages on account of Contractor's default, and Agency may withhold any payments to Contractor for the purpose of setoff until such time as the exact amount of damages due Agency from Contractor is determined.

b) If Agency defaults and Contractor terminates the Contract, upon Contractor's submission of the billings and receipts required by this Contract, Agency must pay to Contractor an amount which bears the same ratio to the total compensation under this Contract as the services actually performed by Contractor bear to the total services of Contractor covered by this Contract, less payments of compensation previously made (for example, if the work is eighty percent complete, Agency must pay eighty percent of the compensation less any amounts previously paid for the work). In addition, Agency must reimburse Contractor for all unreimbursed expenses that are reimbursable under this Contract upon Contractor's submission of the billings and receipts required by this Contract for reimbursement. If less than fifty percent (50%) of the services covered by this Contract have been performed as of the termination date, Agency must also pay Contractor for that portion of the actual out-of-pocket expenses incurred by Contractor during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract.

11. **TERMINATION FOR CONVENIENCE OF AGENCY.** Agency may terminate this Contract, at any time and without cause, by a notice in writing from Agency to Contractor.

12. **CHANGES.** Agency may, from time to time, request changes in the Scope of Work to be performed by Contractor. Such changes, including any increase or decrease in Contractor's compensation, must be by written amendment to this Contract executed in advance by Agency and Contractor.

13. **PERSONNEL, FACILITIES AND EQUIPMENT.** Contractor represents that it has, or will, secure at its own expense all personnel, facilities and equipment required in performing the services under this Contract. Such personnel must not be Agency employees or have any contractual relationship with Agency, except with Agency's prior written approval.

a) All the services required under this Contract will be performed by Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

b) No person who is serving a sentence in a penal or correctional institution shall be employed on work under this Contract.

14. **SUBCONTRACTING.** Contractor must not enter into any subcontract for performance of the services covered by this Contract without the prior written consent of Agency. In any event, Contractor shall be as fully responsible to Agency for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it. In any event, Contractor must insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions, insurance and other relevant provisions of this contract.

15. **INTERESTS OF OFFICIALS.** No member of the governing body of Agency, and no officer, employee or agent of Agency who exercises any functions or responsibilities in connection with carrying out the project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract. No member of the governing body of the locality in which the project is situated, and no other public official of such locality, who exercises any functions or responsibilities in the review or approval of the carrying out of the project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract. If federal funds are expended by the Agency for this Contract, no member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Contract or to any benefit arising from this Contract. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in any portion of the project to which this Contract pertains, or any other interest which would conflict in any manner or degree with the performance of its services under this Contract. Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed by Contractor.

16. **CONFLICTS OF INTEREST STATEMENT.** Contractor shall, upon Agency request, complete and submit a conflict of interest statement to the Agency in form approved by the Agency.

17. **OWNERSHIP OF PROFESSIONAL AND TECHNICAL INFORMATION.** All professional and technical information, in the form of original designs, drawings, data, computations, specifications, report texts, estimates, writings, artwork, renderings, models, software programs, and any other material, data and information collected or developed in connection with the work under this Contract, and all original documents shall be forwarded to and become the sole property of Agency. Neither Contractor nor any of its associates or consultants shall have any rights or interest in such information, documents and material. Contractor and its associates and consultants may retain such copies or reproductions, at their expense, of the original documents as necessary for their files, records and reference.

18. **NO INTELLECTUAL PROPERTY RIGHTS OR ARTIST'S RIGHTS IN CONTRACT WORK.** In any event, without the prior written approval of the Agency, Contractor and any person or entity acting on behalf of Contractor shall neither obtain nor have, and expressly waives, any rights, in law or in equity, in any intellectual property developed in furtherance of this Agreement, including, without limitation, copyright, trademark, service mark, patent or rights of an artist in a work of art. Artists preparing any artwork under this Agreement waive any rights to notice or to take any action regarding the use, removal, relocation or destruction of any artwork so prepared. Contractor represents and acknowledges that Contractor has or shall obtain such waivers in writing for all persons or entities performing work under this Agreement

19. **COMPLIANCE WITH LAWS.** Contractor must comply with all applicable laws, ordinances and codes of the federal, state and local governments, and must commit no trespass on any public or private property in performing any of the work set forth in this Agreement.

20. **CHILD SUPPORT COMPLIANCE ACT.** If this Agreement is in amount that exceeds \$100,000, the following is acknowledged and agreed to by the Contractor: (1) Contractor recognizes the importance of child and family support and shall fully comply with all applicable state and federal laws relating to child and family support enforcement orders, including but not limited to, disclosure of information and compliance with earnings assignment orders as provided in Chapter 8(commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and (2) Contractor, to the best of its knowledge, agrees to fully comply with the earnings assignment orders of all employees

and to provide the names of all new employees to the New Hire Registry, maintained by the California Employment Development Department.

21. **ASSIGNABILITY.** Contractor is prohibited from assigning, and waives all rights to assign or transfer, any interest in this Contract without the prior written approval of Agency. Any purported assignment of any of Contractor's rights and obligations under this Contract without the prior written consent of the Agency is a breach of this Contract.

22. **AGENCY COOPERATION.** Agency will reasonably cooperate with Contractor regarding this Contract. As and when requested by Contractor, Agency will furnish to Contractor any and all pertinent information which Agency may possess during the time of performance of Contractor's duties under this Contract.

23. **CONFIDENTIALITY.** All information prepared or assembled by the Contractor under this Contract is confidential. Contractor must not make this information available to any individual or organization without the prior written approval of Agency. Contractor must immediately forward to Agency all requests for information related to this Contract made by a third party to Contractor. Contractor must not disclose or permit the disclosure of any confidential information of the Agency, except to its agents, employees and other consultants, approved by Agency, who need such confidential information for the proper performance of their duties related to this Contract or on behalf of the Agency.

24. **PRIVACY.** The Contractor agrees to comply with the Federal Privacy Act of 1974 (the Act) and the Agency rules and regulations issued under the Act

25. **CONTRACTOR'S STATUS.** Contractor, for all purposes under this Agreement, is an independent Contractor and must maintain any and all licenses required by law for the performance of Contractor's obligations under this Contract. Except as expressly stated in this Contract, Agency is prohibited from directing the methods of Contractor's work under this Contract, requiring Contractor's use of an Agency office for Contractor's performance or setting regular working hours for Contractor or Contractor's employees.

26. **CONTRACT CONSTRUCTION AND ENFORCEABILITY.** The existence, validity, construction and operation of this Contract, and all its representations, terms and conditions shall conform to the laws of the State of California, exclusive of its conflict of law rules. Throughout this contract, the use of singular and plural forms, or the various gender forms, shall each include the other as the context may indicate. If any provision of this Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and the entire Contract will be severable and remain in effect.

27. **NOTICES.** Any notices, bills, invoices, or reports required by this Contract shall be sufficient if sent by the parties through the United States Postal Service, postage paid, to the address of the other party as indicated in this Contract.

28. **ENTIRE CONTRACT.** This Contract contains the entire agreement of the parties. No other agreement, statement or promise made on or before the date of this Contract will be binding on the parties. No changes to this Contract are valid unless they are made by written amendment duly executed by the parties.

29. **VENUE.** Unless otherwise agreed in writing by the parties, the venue for all actions related to this Contract is Sacramento County, California.

Attachment C

INSURANCE REQUIREMENTS

BASIC REQUIREMENTS

Any questions or concerns regarding insurance coverage should be discussed with Procurement Services, General Counsel, or Risk Management. Work should not proceed until insurance issues/ concerns are resolved.

During the term of the contract, the vendor must maintain the following insurance coverage from insurance providers licensed to do business in California and having a Best's rating of at least A-VII, or a rating of such other rating service as the Agency, in its sole discretion, shall require.

1. **Commercial General Liability** – A policy of comprehensive general liability insurance which shall include, without limitation, coverage for contractual liability, public liability and property damage, written for not less than the single limit liability coverage stated.
 - a. Contractor shall provide Commercial General Liability Insurance using ISO “Commercial General Liability” policy form CG 00 01, with limits of no less than \$1,000,000 per occurrence for all covered losses and \$2,000,000 general aggregate and having a deductible of Twenty-five Thousand Dollars (\$25,000) or less.
 - b. Infrastructure projects and projects over one million dollars need to be reviewed by General Counsel to determine insurance limits.
2. **Automobile Liability** – If motor vehicles are used in performing services in connection with this Contract, a policy of automobile liability insurance written for not less than the liability coverage stated.
 - a. If motor vehicles are used in connection with this Contract, Three Hundred Thousand Dollars (\$300,000) or more of automobile liability coverage having a deductible of Five Thousand Dollars (\$5,000) or less.
 - b. For construction and maintenance service contracts, contractor shall provide auto liability coverage for owned, nonowned, and hired autos using ISO Business Auto Coverage form CA 00 01 or the exact equivalent with a limit of no less than \$1,000,000 per accident and having a deductible of Five Thousand Dollars (\$5,000) or less.
 - c. For contracts where a motorized vehicle is required for the performance of contracted services (appraisers, real estate brokers, etc.), contractor shall provide auto liability coverage for owned, nonowned, and hired autos using ISO Business Auto Coverage form CA 00 01 or the exact equivalent with a limit of no less than \$1,000,000 per accident and having a deductible of Five Thousand Dollars (\$5,000) or less.
3. **Workers Compensation** – A workers compensation policy which covers all employees of vendor and each and every subcontractor and which is written in accordance with California law.
 - a. Contractor shall provide Workers Compensation and Employers Liability Insurance on a state approved policy form providing benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.
 - b. California law requires a company to have Worker's Compensation insurance if they have one (1) or more employees. It is required whether the employee is full-time, part-time, or temporary. All employees of a company as legally defined including corporate officers and

directors must be included in the Worker's Compensation policy unless they are owners of the firm. An owner of a firm is defined as having a 25% interest in the firm.

- c. A family member is an employee unless he/she is an owner in the firm. An owner of a firm is defined as having a 25% interest in the firm.
 - d. Roofers are required to have Worker's Compensation for the owner. It does not matter whether or not the company has employees; the company must have Worker's Compensation, because the owner must be covered.
4. Product Liability or Excess Liability – Construction contracts for work over \$5,000 require Product Liability or Excess Liability insurance for the coverage stated.
- a. For construction contracts over \$5,000.
 - b. Contractor shall provide "all risk" coverage for the completed value of the project. Policies shall contain the following provisions: (1) Agency shall be named as loss payee; and (2) the insurer shall waive all rights of recovery against Agency.
 - c. Not required for modernization work which does not involve structural alterations or additions and where the Agency's existing fire and extended coverage policy can be endorsed to include such work.
 - d. The Contractor shall obtain and maintain, during the term of the Contract, property insurance upon the Project at an amount equal to the full insurable value of the Project at all times. The insurance shall include the interest of the Agency and the contractor as named insured, and all subcontractors and sub-contractors as their interest may appear, in the Project and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss and damage including without duplication of coverage, theft, vandalism, and malicious mischief.
5. Professional Liability (Errors or Omissions) – only required for Design Professionals or Attorneys. The architect / engineer shall maintain errors and omissions insurance at all times the Contract is in effect and for a period of five years (or for as long as available at commercially reasonable rates) after final completion of the Project.
- a. Coverage of not less than \$1,000,000 per occurrence and a deductible of not more than \$25,000.
6. Failure to maintain the required insurance coverage is a material breach of the Contract. Agency shall, nevertheless, have the right, without obligation, to pay any delinquent insurance premiums and any other charges to reinstate or maintain the required insurance policies and coverage. Vendor must immediately reimburse Agency for any and all costs incurred by Agency in obtaining or maintaining such insurance. If Agency does incur such costs, Agency shall have the right to withhold such amount from any payment due to the vendor under the Contract and to reduce the compensation payable to the vendor under the Contract by such amount.

Contractor will provide the Agency with the cancellation clause and/or any amendatory endorsements that modify or change the policy cancellation clause of the insurance policies in force. It is the Contractor's responsibility to notify the Agency of any notice of cancellation, non-renewal or non-payment of premium in accordance with your policy provisions. In the event insurance is cancelled or not renewed, the Contractor shall notify the Agency within forty-eight (48) hours of such cancellation or non-renewal.

7. Before beginning any work under the Contract, vendor must provide Agency with certificates of insurance with attached endorsements. Certificates of Insurance alone will not be accepted by the Agency. Vendor may be requested to provide complete copies of the insurance policies

demonstrating the required coverage. Vendor must assure that such certificates are in a form reasonably acceptable to the Agency and reflect fulfillment of all of the requirements of the Contract.

Certificate Holder

The named Certificate Holder on all certificates of insurance shall be:

Sacramento Housing and Redevelopment Agency and its constituent entities
801 12th Street
Sacramento, CA 95814

Agency as Additional Insured

The General Liability and Automobile Liability insurance policies shall name the Sacramento Housing and Redevelopment Agency and its constituent entities” as additional insureds.

30-Day Cancellation

1. For contracts which require more than 30 days for the performance of work, the vendor must assure that the coverage afforded under the policies can only be canceled after thirty (30) days prior written notice to the Agency of the pending cancellation. **All** insurance certificates and the underlying policies shall each contain a provision stating that coverages afforded under the policies shall not be canceled until at least thirty (30) days prior written notice has been given to the Agency at the following address:

Sacramento Housing & Redevelopment Agency and its constituent entities
801 12th Street, 2nd Floor
Sacramento, CA 95814

2. There are two ways to satisfy this requirement:

- a. The cancellation clause on the certificate of insurance may be modified to read as follows:

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, ~~but failure to mail such a notice shall impose no obligation or liability of any kind upon the company, its agents or representative.~~

- b. The following statement may be included on the insurance certificate:

Notice of cancellation will be provided within ten (10) days for non-payment, and within thirty (30) days all others.

END OF SECTION