

Purchasing Division

300 West Third Street
Oxnard, CA 93030
(805) 385-7538
www.oxnard.us



November 17, 2016

Ladies and Gentlemen:

The City of Oxnard invites Request for Qualifications from qualified firms to conduct **Architectural Review Services for On-Call Design Review** for the City of Oxnard.

This request for qualification is made up of the following sections: I. Project Description, II. Consultant Services, III. Qualification Evaluation and Selection, IV. Selection and Award of Consultant Contract, V. Project Coordination, VI. City's Responsibility, VII. Exhibit A – Scope of Work, and (2) Attachments which include a sample Consulting Services Agreement and insurance requirements.

Interested firms will be responsible to carefully examine the requirements contained herein.

Qualifications will be received in the City of Oxnard Purchasing Office located at 300 West Third Street, Second Floor, Oxnard, CA 93030 by **4:00 p.m. on December 14, 2016**. A copy of the requirements, specifications and proposal documents may be obtained from the Purchasing Office or may be obtained at the City's website: <http://www.oxnard.org>. Any inquiries regarding this notice should be directed to Patricia Garcia, Buyer at 805-385-7538 or email patricia.garcia@oxnard.org. The envelope containing your proposal must be sealed and marked "**RFQ – Architectural Review Services for On-Call Design Review**." Request for Qualifications will not be opened publicly.

If you have any questions, please call (805) 385-7538 or email patricia.garcia@oxnard.org.

Sincerely,

A handwritten signature in green ink that reads "Patricia Garcia".

Patricia Garcia
Buyer
City of Oxnard

CITY OF OXNARD

DEVELOPMENT SERVICES

REQUEST FOR QUALIFICATIONS (RFQ)

ARCHITECTURAL REVIEW SERVICES

FOR

ON-CALL DESIGN REVIEW

**PROPOSALS MAY BE MAILED
OR DELIVERED IN PERSON
TO THE PURCHASING OFFICE AT
300 WEST THIRD ST., SECOND FLOOR, OXNARD, CA 93030**

**PROPOSALS MUST BE RECEIVED BY 4:00 P.M.
ON THE DATE INDICATED BELOW:**

DECEMBER 14, 2016

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REQUEST FOR QUALIFICATIONS
Architectural Review Services
for On-Call Design Review

I. PROJECT DESCRIPTION

The City of Oxnard (“City”) intends to secure an agreement with individuals and/or architectural firm(s), referenced herein as consultant(s), to provide On-Call Design Review Architectural Services to the City of Oxnard, California. These services will consist of being available to perform design review of development projects, review of sign programs, as well as review plans and related documents which are necessary for the City planning and permitting process. Services will entail review/input pertaining to both City and private development projects. Service must be provided by a consultant(s) that are knowledgeable in City planning and permitting codes, regulations, requirements, processes and procedures. Successful consultant(s) will have firsthand experience with a development review committee, or similar committee/commission; as well as all current County, State and Federal laws, codes, rules and regulations as related to architectural design review. The City intends to offer an agreement for services to multiple consultants to avoid any conflict of interest with regards to reviewing plans and to ensure timely review of applications. The agreement may be for a multi-year period with options to renew due to the ongoing need for these services.

Architectural review services may be required in the design and review of periodic Public Works projects. The Housing Department of the City of Oxnard is also looking into the possibility of hiring a qualified architectural firm for architectural services to design year-round homeless shelters in Oxnard. The design shall propose either expansion of an existing center or to build a new homeless center on an identified appropriate vacant piece of land. The scope of services shall include, but is not limited to, a feasibility study for either option and shall pick and propose the most feasible and cost effective solution for the targeted homeless population.

The consultant(s) must be a registered California architect with proven expertise in promoting orderly and appropriate development with an emphasis on site planning, architectural continuity, and sign design. Through the implementation of appropriate design and architectural recommendations, the selected architect(s) must maintain or improve the quality of life and design standards of the communities throughout Oxnard. Experience must be recent and extensive and include design and development of residential, commercial, and industrial projects. Familiarity with development of infill projects is highly desirable. As such, knowledge of the City’s historical heritage may be critical with respect to the City’s historical survey areas and designated historic district. Familiarity with design and architectural development trends in the downtown is also a desired review skill. The ability to communicate clearly and effectively, both verbally and in writing, with non-design professionals is necessary to provide the requested services.

II. CONSULTANT SERVICES

The City's standard Agreement for Professional Services is attached (Attachment 1). Please note the indemnity and insurance requirements for this project (Sections 21 and 22). A proposal is not desired from the consultant unless the consultant is willing to meet those requirements.

A. Outline for Content of Consultant's Technical Qualifications Proposal

The statements of qualifications shall be as concise as possible and organized as follows so an evaluation can be made of all consultant submittals on a similar basis:

1. Cover/Transmittal Letter

The Technical Qualification Proposal shall be transmitted with a cover letter that must be signed by an official authorized to bind the consultant contractually. The letter accompanying the technical qualification proposal shall also provide the name, title, address, and telephone number of individuals with the authority to negotiate and contractually bind the consultant. The cover letter constitutes certification by the consultant, under penalty of perjury, that the consultant complies with nondiscrimination requirements of the State and Federal Government. An unsigned proposal or one signed by an individual unauthorized to bind the consultant may be rejected.

2. Introduction

Introduction of the proposal, including a statement of understanding for the services: discussion on how these services will be accomplished, and the name of the consultant submitting the proposal, its mailing address, telephone number, email address, and the name of the individual to contact if further information is required. Any participating consultants and proposed sub-consultants shall be identified and included in the proposal (all sub-consultants must be approved by City prior to signing the agreement with City).

3. Qualifications

- a. A description of the consultant's qualifications and experience, mentioning specific, similar, or related work pertinent to this type of service, and list of references.

- i. Provide summary information for three projects, one of each, representing residential, commercial and industrial developments. For each project provide:

Dates for application submittal and approval; project name/title and location; project description; name and telephone number of client/contact person; awards, if applicable.

- ii. Highlight any previous design experience on a project in the city of Oxnard and other pertinent experience, such as participating as a member of an architectural review board and/or design review committee.

- b. Include an organization chart with identification of those individuals who will be involved with the requested services.

Include brief résumés for the each staff person. Such résumés shall include state licenses, certifications, and professional affiliations, and highlight special qualifications relevant to the required tasks.

- c. A description of the staffs present activities and his/her availability to accomplish the required services
- d. Identification of all staff that will be directly/indirectly or periodically involved in any task, citing their responsibilities. This section should identify key personnel assigned to these services.
- e. Identification of any sub-consultants, their qualifications and experience, résumés of the key/participating staff proposed for the project, and the tasks to be carried out.

4. Labor Hours

Provide preliminary scope of services and estimate of labor hours separated by key personnel in your firm. The labor hours shall be based upon each task of the work. **No cost estimate is required** with the submission of the proposal.

5. Conflict of Interest

The consultant shall disclose any financial, business, or other relationships with City that may have an impact on the outcome of this contract or any resulting construction project. The consultant shall also list current clients who may have a financial interest in the outcome of this contract.

B. General Qualification Terms and Conditions

1. Communications Regarding RFQ

No interpretation of the meaning of the specifications or other proposal documents will be made to any proposer orally. Proposers are not to contact any individual other than the Purchasing Agent. Every request for such interpretation must be in writing and addressed to: Purchasing Agent, City of Oxnard, 300 W Third St., Suite 202 Oxnard, CA 93030, and to be given consideration, must be received at least seven (7) business days prior to the closing of the RFQ. Requests for interpretation may be faxed to the Purchasing Agent at (805) 385-7495 or by email to Patricia.Garcia@oxnard.org. Any and all such interpretations and any supplemental instructions will be in the form of written addenda which, if issued, will be faxed and mailed by certified mail with return receipt requested to all known prospective proposers (as the respective addresses furnished for such purposes) not later than seven (7) calendar days prior to the date fixed for the closing of this RFQ. Failure of any proposer to receive any such addendum or interpretation shall not relieve such proposer from any obligations under this RFQ as submitted. All addenda so issued shall become part of the specifications and contract documents.

2. Confidentiality

Prior to award of the contract, all proposals will be designated confidential to the extent permitted by the California Public Records Act. After award of the contract, or if not awarded, after rejection of all proposals, all responses will be regarded as public records and will be subject to review by the public. Any language purported to render confidential all or portions of the proposals will be regarded as non-effective and will be disregarded.

3. Amendments to Request for Qualifications

City reserves the right to amend the Request for Qualifications by addendum prior to the final proposal submittal date.

4. Non-Commitment of City

This Request for Qualifications does not commit City to award a contract, to pay any costs incurred in the preparation of a Qualification for this request, or to

procure or contract for services. City reserves the right to accept or reject any or all qualifications received as a result of this request, to negotiate with any qualified consultant, or to modify or cancel in part or in its entirety the Request for Qualification if it is in the best interest of City to do so.

C. Submission of Qualification Proposal

Should your firm be interested in submitting a proposal, please submit **six (6) copies** of the Technical Qualifications Proposal. The envelope containing your proposal must be sealed and addressed to: City of Oxnard, Purchasing Office, 300 W. Third St., Suite 202, Oxnard, CA 93030, Attention: Purchasing Agent, and must be clearly identified and marked "RFQ Architectural Review Services". All proposals must be sealed and submitted no later than **4:00 p.m., Wednesday, December 14, 2016**. Late proposals will not be accepted.

All responses will constitute consultants interest and may not be withdrawn for a period of 90 days following the final day for submittal of qualifications. Once submitted, proposals, including the composition of the consulting staff, cannot be altered without the prior written consent of City.

III. QUALIFICATION EVALUATION AND SELECTION

City staff will use the following criteria to evaluate the Technical Qualification Proposals:

- Understanding of the scope of work
- Demonstrated professional skill and credentials
- Related experience and references
- Quality of proposal
- Approach of performing this type of service
- Familiarity with City, County, and State Procedures

The Technical Qualification Proposal will determine the ranking according to the qualification selection procedures. City may request a qualification interview with the highest ranked consultant(s) prior to determining the final ranking. The selection will be conducted according to the City's adopted procedures.

The consultants(s) rated as most qualified to provide the requested services and agrees to the City of Oxnard's Agreement for Professional Services (Attachment 1) including the indemnification clause (Section 21 of Attachment 1) and insurance requirements (INS-A) will be invited to negotiate a final contract. If an agreement is not reached, negotiations will be terminated and commenced with the next most qualified consultant(s). The City does intend to award agreements to multiple consultants and offer multi-year agreements with options to renew.

The award of the contract will be based on a combination of all of the above factors. City reserves the right to reject any and all proposals.

IV. SELECTION AND AWARD OF CONSULTANT CONTRACT

Consultant(s) selection for this project will be based on City's current selection procedure. The award of a contract to the selected consultant(s) will be subject to mutually acceptable hourly fees for the services of the scope of work described. City will evaluate the top ranked consultants and rank them based on experience. City reserves the right to reject all qualification proposals. City is not required to award a contract as a result of this Request for Qualification.

All responses become the property of City. The qualification proposals are confidential until award of a contract to the selected consultant, at which time all proposals are available for public inspection. City will not be responsible for materials obtained by other parties.

The selected consultant(s) will be required to sign the attached Agreement for Professional Services (Attachment 1) and provide the necessary insurance coverage.

V. PROJECT COORDINATION

The City Development Services Department will coordinate the services for the City. The consultant(s) will be responsible for all the activities associated with their assigned on-call design review services provided and will include any meeting minutes and record keeping.

VI. CITY'S RESPONSIBILITY

City will provide to the consultant(s) for their use, access to any existing reference materials or survey data currently available within City files that are necessary to accomplish the services.

VII. SCOPE OF WORK

The qualification proposal shall identify a concise description of how the consultant will complete the services requested. It is up to the consultant to determine the best and most cost-effective method to complete the work so that the services can be accomplished to the satisfaction of the City of Oxnard. The selected consultant(s) is expected to review design submittals for development proposals and sign programs. The consultant agreement will be negotiated as an hourly fee amount for the entire duration of the agreement window, which will include but not limited to the following services:

- a. Describe the approach and methodology to be used to provide the required services. Identify any supplemental tasks deemed necessary, which may enhance the services, reduce the cost, or speed delivery and reviews. Identify specific data and methodologies recommended, and any special or innovative considerations that should be a part of the services in light of the requirements.
- b. Participate as a member of the Development Advisory Committee (up to three meetings per month) to provide timely review and comments on proposed development applications. Such review will be at the direction of the Planning Division, and may include site planning, but would be focused on architectural design concerns, including appropriateness of proposed design to surrounding structures/communities and conformance with the zoning code and specific plan requirements, as appropriate.
- c. Be available to participate in meetings with City Planning and/or Housing staff to review and comment on architectural, site planning, and sign design applications.
- d. Familiar with downtown development trends, opportunities, and design methods.
- e. Provide written comments on development projects as requested by City staff.
- f. Provide architectural and site design expertise on conceptual or long-range planning studies (which may include specific plans, master plans, transportation plans) as requested by City staff.
- g. Possess knowledge of City codes, regulations and permit requirements; as well as knowledge of all required permits County, State and Federal.
- h. Provide quality control.
- i. Maintain good record keeping.
- j. Provide a schedule of each task and overall budget for each project in review.
- k. Other duties as assigned by City staff.

The selected consultant(s) will be required to sign the attached Agreement for Professional Services (Attachment 1) and provide the necessary insurance coverage (INS-A).

AgreementNo. [Enter #]

**AGREEMENT FOR PROFESSIONAL SERVICES
FOR ARCHITECTURAL, LANDSCAPE ARCHITECTURAL, ENGINEERING, OR
LAND SURVEYING SERVICES ONLY**

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is made and entered into in the County of Ventura, State of California, this [Day] day of [Month], 20[Year], by and between the City of Oxnard, a municipal corporation (“City”), and [Name of Consultant] (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

WHEREAS, City desires to hire Consultant to perform certain professional consulting services specified herein such as either architectural, landscape architectural, engineering, or land surveying services; and

WHEREAS, Consultant represents that Consultant and/or Consultant’s personnel have the qualifications and experience to properly perform such services.

NOW, THEREFORE, City and Consultant hereby agree as follows:

1. Scope of Services

Consultant shall furnish City with professional consulting services as more particularly set forth in **Exhibit A** attached hereto and incorporated by this reference in full herein (the “Services”).

2. Method of Performing Services

Subject to the terms and conditions of this Agreement, Consultant may determine the method, details, and means of performing the Services.

3. Standard of Performance

Consultant agrees to undertake and complete the Services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in performance of similar consulting services.

4. Nonexclusive Services

This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant’s own account or to any other person or entity as Consultant in its sole discretion shall determine. Consultant agrees that performing such services will not materially interfere with the Services to be performed for the City.

5. Coordination of Services

The Services shall be coordinated with [Insert position title] (“Manager”), subject to the direction of the City Manager or Department Manager.

6. Place of Work

Consultant shall perform the Services provided for in this Agreement at any place or location and at such times as the Consultant shall determine.

7. Correction of Errors

Consultant agrees to correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

8. Time for Performance

The Services performed under this Agreement shall be completed during the term of this Agreement [pursuant to the schedule provided in **Exhibit B** attached hereto and incorporated by this reference in full herein]. (**INCLUDE THE PREVIOUS CLAUSE WITHIN THE BRACKETS IF THE SERVICES ARE TO BE PERFORMED PURSUANT TO A SCHEDULE. OTHERWISE, DELETE THE CLAUSE, RENUMBER THE EXHIBIT C REFERENCE IN SECTION 14 TO EXHIBIT B, REMOVE EXHIBIT B COVERSHEET AND RENUMBER EXHIBIT C COVERSHEET TO EXHIBIT B. DELETE THESE INSTRUCTIONS PRIOR TO COMPLETION OF THE AGREEMENT.**). City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates [Enter name of Principle-in-Charge] as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

Consultant, at Consultant’s sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of the Services, including a City business tax certificate.

11. City’s Responsibility

City shall cooperate with Consultant as may be reasonably necessary for Consultant to perform the Services. Manager agrees to provide direction to Consultant as requested regarding particular project requirements.

12. Term of Agreement

This Agreement shall begin on [Start Date], and expire on [End Date].

13. Termination

a. This Agreement may be terminated by City without cause if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

b. This Agreement may be terminated by Consultant without cause if Consultant notifies Manager, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed prior to the date of termination.

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$[Amount] for the Services at rates provided in **Exhibit C** attached hereto and incorporated by this reference in full herein.

b. The acceptance by Consultant of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services.

c. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant, its employees, subcontractors, agents and subconsultants.

d. Consultant shall provide Manager with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service.

e. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

15. Method of Payment

a. City agrees to pay Consultant monthly upon satisfactory completion of the Services and upon submission by Consultant of an invoice delineating the Services performed, in a form satisfactory to Manager. The invoice shall identify the Services by project as specified by Manager.

b. Consultant agrees to maintain current monthly records, books, documents, papers, accounts and other evidence pertaining to the Services performed and costs incurred. Such items shall be adequate to reflect the time involved and cost of performing the Services. Consultant shall provide Manager with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

16. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services. All expenses incident to the performance of the Services shall be borne by the Consultant, including, but not limited to rent, vehicle, and travel, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the Services provided for under this Agreement, including, but not limited to any personal property used by employees and agents of Consultant in the performance of such Services.

17. Non-Appropriation of Funds

Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

18. Records

a. Consultant agrees that all final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data and photographs expressly required to be prepared by Consultant as part of the scope of services ("**documents and materials**") shall be the property of City and shall, upon completion of the Services or termination of this Agreement, be delivered to Manager.

b. At City's request, City shall be entitled to immediate possession of, and Consultant shall furnish to Manager within ten (10) calendar days, all of the documents and materials. Consultant may retain copies of these documents and materials.

c. Any substantive modification of the documents and materials by City staff or any use of the completed documents and materials for other City projects, or any use of uncompleted documents and materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant. City agrees to hold Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the documents and materials for purposes other than those described in this Agreement, unless Consultant consents in writing to such reuse.

19. Maintenance and Inspection of Records

Consultant agrees that City or its auditors shall have access to and the right to audit and reproduce any of Consultant's relevant records to ensure that City is receiving the Services to which City is entitled under this Agreement or for other purposes relating to the Agreement. Consultant shall maintain and preserve all such records for a period of at least three (3) years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Consultant agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

20. Confidentiality of Information

Any documents and materials given to or prepared or assembled by Consultant under this Agreement shall be confidential and shall not be made available to any third person or organization by Consultant without prior written approval of the Manager.

21. Indemnity

a. To the fullest extent permitted by law, Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the "**Indemnified Party**") from and against all liabilities regardless of nature, type or cause that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, or its employees, agents or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Consultant's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of the Indemnified Party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of the Indemnified Party, then Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability.

b. The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party immediately upon tender to Consultant of the claim in any form or at any stage of an action or proceeding, whether or not

liability is established. An allegation or determination that persons other than Consultant are responsible for the liability shall not relieve Consultant from its separate and distinct obligation to defend the Indemnified Party. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of the Indemnified Party, Consultant may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

c. The review, acceptance or approval of Consultant's work or work product by the Indemnified Party shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section shall survive completion of the services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

22. Insurance

a. Consultant shall obtain and maintain during the performance of the Services the insurance coverages as specified in **Exhibit INS-[]**, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages.

b. Consultant shall, prior to performance of the Services, file with the Risk Manager evidence of insurance coverage as specified in **Exhibit INS-[]**. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in **Exhibit INS-[]**.

c. Maintenance of proper insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

23. Independent Contractor

a. City and Consultant agree that in the performance of the Services, Consultant shall be, and is, an independent contractor, and that Consultant and its employees are not employees of City. Consultant has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Consultant.

b. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

c. Consultant acknowledges that Consultant and Consultant's employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including

but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.

24. Consultant Not Agent

Except as Manager may specify in writing, Consultant, and its agents, employees, subcontractors and subconsultants shall have no authority, expressed or implied, to act on behalf of City in any capacity, as agents or otherwise, or to bind City to any obligation.

25. Conflict of Interest

If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a “**governmental decision**” as described in Title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement.

26. Assignability of Agreement

Consultant agrees that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Assignments of any or all rights, duties, or obligations of Consultant under this Agreement will be permitted only with the express written consent of Manager, which consent may be withheld for any reason.

27. Successors and Assigns

Consultant and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant and City.

28. Fair Employment Practices

a. Consultant agrees that all persons employed by Consultant shall be treated equally by Consultant without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of California, and City.

b. Consultant agrees that, during the performance of this Agreement, Consultant and any other parties with whom Consultant may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not

discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

c. Consultant agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

d. Consultant shall provide City staff with access to and, upon request by Manager, provide copies to Manager of all of Consultant's records pertaining or relating to Consultant's employment practices, to the extent such records are not confidential or privileged under State or federal law.

29. Force Majeure

Consultant and City agree that neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

30. Time of Essence

Consultant and City agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

31. Covenants and Conditions

Consultant and City agree that each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

32. Governing Law

City and Consultant agree that the construction and interpretation of this Agreement and the rights and duties of City and Consultant hereunder shall be governed by the laws of the State of California.

33. Compliance with Laws

Consultant agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the Services performed by Consultant pursuant to this Agreement.

34. Severability

City and Consultant agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

35. Waiver

City and Consultant agree that no waiver of a breach of any provision of this Agreement by either Consultant or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Consultant to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

36. Counterparts

City and Consultant agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

37. Arbitration

Consultant and City agree that in the event of any dispute with regard to the provisions of this Agreement, the Services rendered or the amount of Consultant's compensation, the dispute may be submitted to non-binding arbitration upon the mutual agreement of the parties, under such procedures as the parties may agree upon, or, if the parties cannot agree, then under the Rules of the American Arbitration Association.

38. Expenses of Enforcement

Consultant and City agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney Office) and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

39. Authority to Execute

a. City acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so on behalf of City.

b. Consultant acknowledges that the person executing this Agreement has been duly authorized by Consultant to do so on behalf of Consultant.

40. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to [Enter name of Consultant], [Enter Consultant's address], [Enter City], [Enter State and Zip], Attention: [Enter Principal-in-Charge].

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, [Enter Department or Division Name], [Enter Address], Oxnard, California 93030, Attention: [Enter Project Manager].

41. Amendment

City and Consultant agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed upon to in writing by both the City representative authorized to do so under the City's purchasing policies and Consultant.

42. Entire Agreement

City and Consultant agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

CITY OF OXNARD

CONSULTANT

Purchasing Agent

[Consultant]

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

Stephen M. Fischer, City Attorney

Risk Manager

APPROVED AS TO CONTENT:

APPROVED AS TO AMOUNT:

[Enter Name here], Project Manager

Greg Nyhoff, City Manager

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B
SCHEDULE OF SERVICES

EXHIBIT C
COMPENSATION RATES

EXHIBIT INS-1
INSURANCE REQUIREMENTS

**INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)**

1. Consultant shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. Business automobile liability insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office automobile liability coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of \$1,000,000, with neither Consultant nor listed subconsultants having less than \$500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be forwarded to the Risk Manager, addressed as follows:

City of Oxnard
Risk Manager
Reference No. _____
300 West Third Street, Suite 302
Oxnard, California 93030

3. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees, agents and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees, agents and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed**). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS***Certificates of Insurance***

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

Original endorsements are required for commercial general liability and business automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that the Consultant/insurer use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the sample accord form.

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
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CODE	SUB-CODE	COMPANIES AFFORDING INSURANCE COVERAGE
INSURED		COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE
		COMPANY LETTER B

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER City of Oxnard Attn: Risk Manager Reference No. _____ 300 W. Third Street, Suite 302 Oxnard CA 93030	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED 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 NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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