Purchasing Division

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

February 6, 2017

Ladies and Gentlemen:

The City of Oxnard invites Request for Qualifications from qualified firms to conduct **Landscape Architectural Services for On-Call Design Review, Plan Check & Inspection Services** 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. 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 **5:00 p.m. on February 22, 2017**. 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 – Landscape Architectural Services**." 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,

Patricia Garcia

Patricia Garcia
Buyer
City of Oxnard

CITY OF OXNARD

DEVELOPMENT SERVICES

REQUEST FOR QUALIFICATIONS (RFQ)

LANDSCAPE ARCHITECTURAL SERVICES

FOR

ON-CALL DESIGN REVIEW, PLAN CHECK
& INSPECTION SERVICES

QUALIFICATIONS 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 5:00 P.M.
ON THE DATE INDICATED BELOW:

FEBRUARY 22, 2017

CITY OF
OXNARD
CALIFORNIA

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REQUEST FOR QUALIFICATIONS
Landscape Architectural Services
For On-Call Design Review

I. PROJECT DESCRIPTION

The City of Oxnard ("City") intends to secure an agreement with Landscape Architectural firm(s) to provide On-Call Architectural Services to the City of Oxnard, California. These services will consist of being available to perform design review, plan checking and inspection and review of landscape plans associated with development and related documents for the City planning and permitting process. This will cover a variety of projects throughout the City and may include both municipal and private development. This service must be provided by firm or firms that are knowledgeable of City planning and permitting codes, regulations, requirements, processes and procedures. Successful firm(s) will have firsthand experience with Development Advisory Committee (DAC) and the various local committees and commissions; as well as all current County, State and Federal laws, codes, rules and regulations as related to landscape architectural design. The City intends to offer multiple contracts for review services, which will be for a multi-year review period with an option for a contract renewal. Fee rates are required with the submittal of a qualification.

II. CONSULTANT SERVICES

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

A. Outline for Content of Consultant's Technical Qualifications

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 Qualification Package 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, email 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. 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 firm's and subconsultants' qualifications and experience, mentioning specific, similar, or related work pertinent to this type of service, and list of references.
b. Identification of staff assigned to the work: the proposed responsibilities and brief resumes, which highlight special qualifications relevant to the required tasks
c. A description of the staff 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 subconsultants, resume 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 Qualifications

The qualification package must be submitted in an envelope clearly identified and shall be marked "Request for Landscape Architectural On-Call Design Review, Plan Check & Inspection Services."

The qualification package must be sealed and submitted no later than 5:00 p.m., Wednesday, February 22, 2017. Late proposal will not be accepted.

Should your firm be interested in submitting a qualification package, please submit three (3) copies of the Qualification Package to: Purchasing Agent, City of Oxnard, 300 W. Third St., Suite 202 Oxnard, CA 93030.

All responses will constitute firm interest and may not be withdrawn for a period of 90 days following the final day for submittal of qualifications. Once submitted, the document 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 Qualification Package:

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

City may request a qualification interview with the highest ranked consultant(s) prior to determining the final ranking.

The firm(s) rated as most qualified to provide the requested services and agrees to the City of Oxnard's Agreement for Consulting 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 firm(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 qualifications are confidential until award of a contract to the selected consultant, at which time all qualifications 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 Consulting Services (Attachment 1) and provide the necessary insurance coverage.

V. PROJECT COORDINATION

The Planning Division will coordinate the services for the City. The Landscape Architectural firm(s) will be responsible for all the activities associated with their assigned tasks as outline in the scope of work.

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

Describe the approach and methodology to be used to provide the required services. Identify any supplemental tasks deemed necessary or alternatives, which may enhance the services, reduce the cost, or speed delivery and approvals. Identify supplemental studies and reports, date collection requirements, and other documents required to complete the task(s). 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. Scope of work should be developed in consultation with Exhibit A.

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 consultant agreement will be negotiated as an hourly fee amount for the entire duration of the agreement, which will include but not limited to the following services:

Design Review:
The selected design professional(s) will be expected to review landscape plans associated with development proposals, as follows:

- Participate as an active member of the Development Advisory Committee (DAC) (including the potential to attend up to approximately three DAC meetings each month) to provide timely review and written comments on proposed development applications. Such review will be at the direction of the Planning Division, and will be include review of Conceptual Landscape Plans. Such review may include compliance with application submittal requirements, conformance with the City of Oxnard Landscape Standards,

Water Efficient Landscape Ordinance, applicable specific plan requirements, adopted streetscape plans, and appropriateness of proposed design to surrounding developments including, but not limited to:

- Review of Plant and tree selections
- Relocation or removal of existing landscaping
- Conflicts of plant material/trees with existing or proposed utilities, bio-swales, detention areas
- Review of hardscape and landscape features (walkways, fountains, pools, etc.), and outdoor site furniture and recreational amenities.

- Provide conditions of approval to Planning staff for development projects.
- Provide written comments on landscape plans as requested by City staff.
- Be available, as needed, to participate in meetings with Development Services staff and/or General Services staff to review and comment on conceptual or long-range planning studies (which may include specific plans, master plans, transportation plans, landscape and tree ordinances) as requested by City staff.
- Under the direction of the Planning Division attend pre-development, community, and citizen meetings; respond to questions and concerns from the general public, including tree removal on private property or the public right of way and home owner associated request; provide information as is appropriate and resolve complaints related landscape issues.
- Under the direction of the Planning Division, confer with applicants, contractors, builders, and the general public in the field and office; to explain and interpret requirements and restrictions; keeps records and prepare reports as necessary.
- Under the direction of the Planning Division assist with revisions or creation of City of Oxnard Landscape Standards, water efficient ordinances, parkway design, tree programs and ordinances, or similar projects.
- Other necessary tasks, as assigned, to support the scope.

Plan Check:

Review civil drawing, and landscape plans for development projects, including alterations to existing developments, and specifications to ensure compliance with underlying Planning Permits and Conditions of Approval, applicable zoning, environmental, and landscape standards and including codes and regulations of the City, County, State, and Federal agencies:

- Verifies complies with the Water efficient Landscape Ordinance.
- Assists in the preparation and coordination of non-complying cases for prosecution; testify in court as required.
- Confers with architects, contractors, builders and the general public in the field and office; explains and interprets Planning and Landscape requirements and restrictions.
- Keeps schedules and records and prepares reports and corrections, as necessary.

Inspection Services:

Inspect landscaping and irrigation systems at various stages of construction, alteration, and repair; ensures compliance with zoning, environmental, and landscape standard:

- Performs field inspections for finished landscape improvements, including alterations to existing landscape and irrigation systems, as required.

- Ensure compliance with underlying Planning Permits and Conditions of Approval, applicable zoning, environmental, and landscape standards, including codes and regulations of City, County, State, and Federal agencies.
- Inspect irrigation and landscape installation as required during construction; performs re-inspections on previously failed inspections.
- Assists in the preparation and coordination of non-complying cases for prosecution; testify in court as required.
- Confers with architects, contractors, builders and the general public in the field and office; explains and interprets Planning and Landscape requirements and restrictions.
- Keeps schedules and records and prepares reports and corrections, as required.

Agreement No. [Enter #]

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING 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 consulting services specified herein; 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, arising out of or resulting from or in connection with Consultant's performance of this Agreement or Consultant's failure to comply with any of its obligations contained in this Agreement. 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 adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of the Indemnified Party. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of the Indemnified Party, Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

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 of negligence or willful misconduct by the Indemnified Party 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 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 sole active negligence or sole 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 18704 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

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

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.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date first written above.

CITY OF OXNARD

_____

James Throop, Purchasing Agent

APPROVED AS TO FORM:

_____

Stephen M. Fischer, City Attorney

APPROVED AS TO CONTENT:

_____

[Name] , Project Manager

APPROVED AS TO INSURANCE:

_____

James Throop, Risk Manager

[VENDOR OR CONSULTANT]

_____

[Name] , [Title]

_____

[Name] , [Title]

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT B

SCHEDULE OF SERVICES

EXHIBIT C

COMPENSATION RATES

EXHIBIT INS-[ ]

INSURANCE REQUIREMENTS