

**MOORPARK CITY COUNCIL  
AGENDA REPORT**

**TO: Honorable City Council**

**FROM: Yugal K. Lall, City Engineer/Public Works Director**  
**Prepared by: Shaun Kroes, Senior Management Analyst**



**DATE: October 23, 2008 (CC meeting of 11/05/08)**

**SUBJECT: Consider the Selection of a Consultant to Provide Services for Evaluation and Recommendations for Moorpark City Transit and, Consider Resolution Amending the Fiscal Year 2008/09 Budget to Fully Fund the Project**

**BACKGROUND**

On August 20, 2008 City Council approved a Request for Proposal (RFP) to provide consultant services for evaluation of the City's current fixed transit routes and schedules and offer suggestions on improving bus routes, trips, times, potential for weekend expansion, and evening hours. Staff requested proposals from 22 firms to provide these services. The City received three proposals.

**DISCUSSION**

Proposals for Consultant services were received from the following firms:

Firm	Proposal Cost
Moore & Associates, Inc.	\$7,410
First Transit, Inc.	\$24,516
HDR Engineering, Inc.	\$34,673

Staff reviewed the proposals and found all proponents to be responsive to the RFP. The selection of the proposal is based upon the firm's technical qualifications, proposed methodology, experience, references, and cost. All of the firms were found to be well qualified and able to meet the requirements of the City. Moore & Associates' proposal cost was significantly lower than the other two firms. Moore & Associates' references confirmed that in their experience, the firm stays within its budget. A copy of their proposal is attached

attached for reference as Attachment 1. The City currently has \$5,000 budgeted for the project. Staff proposes amending the FY 2008/09 budget by appropriating \$2,500 from Local Transit Funds (Fund 5000) to fully fund the project. Staff has prepared a Resolution (Attachment 2) amending the FY 2008/09 Budget to increase the budget to \$7,500.

**FISCAL IMPACT**

Appropriating \$2,500 from Fund 5000 will fully fund the project at \$7,500. There are sufficient funds available to cover the cost.

**STAFF RECOMMENDATIONS** (ROLL CALL VOTE)

1. Approve the selection of Moore & Associates, Inc. to provide services for evaluation and recommendations for Moorpark City Transit.
2. Authorize the City Manager to sign the Agreement.
3. Adopt Resolution No. 2008 - \_\_\_\_\_.

Attachments:

1. Moore & Associates Proposal
2. Resolution No. 2008 - \_\_\_\_\_
3. Agreement

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TITLE PAGE

Proposal to Provide Professional Services  
for Evaluation and Recommendations for Meorpark City Transit

September 18, 2008

Moore & Associates, Inc.  
28159 Avenue Stanford, Suite 110  
Valencia, California 91355

Contact: Allison Moore  
888-743-5177  
allison@moore-associates.net

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## QUALIFICATIONS AND EXPERIENCE

### Background

Moore & Associates, Inc. has provided service planning, market research, and marketing services to public transportation organizations throughout the western United States for nearly 20 years. Founded by Jim Moore and incorporated in California, Moore & Associates is a full-service public transportation consultancy. In addition to planning, auditing, and general management services, we also provide marketing and advertising services. Implementation of our strategies has resulted in quantifiable outcomes including increased operational efficiency, sustainable ridership increases, and increased fare revenue. We believe our approach offers our clients the greatest return on investment. At Moore & Associates, it's all about the client. Our focus is on client priorities, not internal corporate goals.

### Staff Qualifications

The Moore and Associates' team features seasoned professionals with significant experience directly related to each proposed engagement. Further, the personnel proposed for this assignment reflect a time-tested service planning team. Each member possesses a depth of experience gained from collaboration on similar assignments, thereby allowing the team to function as a cohesive unit while drawing upon individual member expertise.

Jim Moore, our proposed project manager, is a transportation professional with more than 30 years of high-profile experience. His transit-specific industry knowledge and ability to think "outside the box" have helped develop Moore & Associates into the industry-leading firm it is today. As project manager, Jim will be the primary point-of-contact between the City and our firm. He will be responsible for coordinating work assignments within our project team and for ensuring all project deliverables are of the highest quality.

Jim has spearheaded numerous successful consulting projects for public transportation organizations throughout California, Arizona, Nevada, Utah, Texas, Alaska, and Nebraska. He brings more than a quarter-century of project management, service evaluation, and service planning experience. Recent clients include Foothill Transit, Monterey-Salinas Transit, Metrolink, Placer County, Santa Ynez Valley Transit, City of Lincoln, and City/Borough of Juneau, Alaska.

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Joining Jim on the project team is Associate Planner Michael Eshleman. Michael holds a Bachelor of Science degree in City and Regional Planning from Cal Poly, San Luis Obispo. He has garnered significant transportation planning experience as project coordinator for Visalia City Coach, Tulare County Association of Governments, Vacaville City Coach, and Petaluma Transit. In addition, Michael had prepared service evaluations, service planning, and cost forecasting for numerous organizations including City and Borough of Juneau and Redding Area Bus Authority.

A detailed resume for each team member follows.

## RESUMES

### PROJECT ROLE

Project Management

### EDUCATION

Bachelor of Science, Political Science, California State University, Fullerton

### PROFESSIONAL INVOLVEMENT

Association for Commuter Transportation

Arizona Transit Association

California Association for Coordinated Transportation

California Transit Association

Community Transportation

### PUBLISHED ARTICLES

Metro Magazine, Bus World, Passenger Transport, Transit California, Western Transit

## JIM MOORE

### Project Management

Project manager of Caltrans-funded Environmental Justice project. Project Manager of Monument Corridor Targeted (Hispanic) Community Outreach, Central Contra Costa Transit Authority. Outreach program raised awareness to the Spanish-speaking community, increased service awareness, and knowledge.

Consultant for Caltrans-funded state-wide alternative transportation enhancement project targeting persons employed within the agricultural sector. Project included parallel support of five-county rideshare effort fielding more than 250 vans.

Created outreach plan for the Santa Barbara County Association of Governments to assess intercommunity transit needs in Northern Santa Barbara County, consisting of public meetings, stakeholder interviews with social service agencies, and focus groups.

Project manager and co-author of Short Range Transit Plans for Burbank, Calaveras County, Santa Maria, Paso Robles, Yuma, Humboldt County, Petaluma, Tulare County, Stanislaus County, Logan (Utah), and Napa County.

### Service Evaluation and Planning

Project manager for 5-year transit development plan for Capital Transit (Juneau, AK) which resulted in complete redesign of route system to include several express long-line services as well as three neighborhood circulators. Developed all schedule blocks, runcuts, and public schedules. Annual ridership is 1.2 million.

Project manager for City of Visalia's 2008 short-range transit plan including significant redesign of fixed-route service as well as downtown circulator. Developed all runcuts, operator bid lines, driver paddles, and public timetables. Annual ridership is 1.5 million. Reversed multi-year ridership erosion, enhanced contractor performance, and increased community support for transit-related initiatives.

Developed Victor Valley Transit Authority's commuter service to San Bernardino and Rancho Cucamonga. Planning activities included route and alignment design, schedule development, pricing models, and interagency/intermodal coordination.

Authored service development strategy for external and internal shuttles serving Sequoia/Kings Canyon National Park.

Developed service and marketing strategies to encourage mode shift from demand-response to fixed-route service for Antelope Valley Transit Authority resulting in \$100,000 in annual savings.

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Provided transit consulting services to the cities of Fairfield, West Covina, Alhambra, Arcadia, Glendale, Porterville, Dinuba, Elk Grove, and Solvang.

Developed, presented, and facilitated agreements between the cities of Visalia, Exeter, Farmersville, and the County of Tulare to expand Visalia City Coach into neighboring communities.

*Operational Analyses*

Primary author of the City of Burbank Efficiency Study. This study evaluated the operation and management of all City operated transportation services and established baseline performance data and service criteria for City's fixed-route, demand-response, and youth transit programs. This study provided detail recommendations for consolidating management functions within the City leveraging the transit resources available to the City. Implementation of these recommendations resulted in reduced operating costs, increased ridership, and a more effective use of capital resources.

## MICHAEL ESHLEMAN

### PROJECT ROLE

Service Evaluation/Planning

### EDUCATION

Bachelor of Science, City and Regional planning, California Polytechnic State University, San Luis Obispo

### Caltrans workshops:

- Federal Transit Grants Workshop, 2007
- Schedule Development, 2007
- Paratransit Evaluation, 2007

### PROFESSIONAL INVOLVEMENT

American Planning Association

#### Demand Assessment

Coordinated and analyzed data gathered from federal census to produce Geographic Information Systems (GIS) maps that illustrate housing density, population distribution, private vehicle ownership, and other variables related to transit analysis for clients including the Counties of San Benito, and Tulare; as well as the cities of Redding, Petaluma, and Vacaville.

#### Service Evaluation

Prepared service evaluations for Visalia City Coach, Petaluma Transit, Vacaville City Coach, City and Borough of Juneau, and Redding Area Bus Authority. The evaluations of both fixed-route and demand-response systems included analysis of on-time performance, boarding/alighting activity, service efficiency, service effectiveness, fleet configuration, and safety issues. This effort included developing recommendations for improving route alignments and increasing ridership. Analyzed operations data for inclusion within Triennial Performance Audits for Tulare County, Placer County, Stanislaus County, San Joaquin County, Transportation Agency for Monterey County, and Kern County.

#### Service Design

Proposed new routes for service in the corridor between the cities of Dinuba and Reedley as well as routing for interregional service between the cities of Visalia and Fresno.

Used GIS to accurately plot new routes through areas where significant levels of demand warranted increased transit access.

Served on project team charged with streamlining the routes in the Redding Area Bus Authority's system to improve service effectiveness. Also assisted in route reconfiguration for San Benito County and the Cities of Rio Vista and Visalia.

#### Capital and Financial Analysis

Developed a capital improvement plan for the City and Borough of Juneau's Capita Transit and Care-A-Van programs including fleet modernization, park & ride development, and bus shelter priority and procurement.

Updated Petaluma Transit's operating plan and budget for a Mini SRTP required by the Metropolitan Transportation Commission.

Assisted in bringing the Visalia City Coach System into compliance with CARB regulations. Also developed an implementation plan for service improvements related to Visalia City Coach's allocation of Measure R monies.

Created operational and capital budgets for a proposed vanpool for students at Reedley College as well as a vanpool for workers commuting between Visalia and Fresno.

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## METHODOLOGY

### WORK PLAN

#### Task 1: Meet with City Staff

Moore & Associates will meet with City staff no less than three (3) times throughout the course of the project, including meetings for:

1. Data assembly – The primary objective of this meeting is to clearly define data collection strategies and establish goals, objectives, and performance standards for the evaluation of Moorpark City Transit (MCT). Through this task we will provide a means of tracking route operations as well as identifying service development opportunities.
2. Initial proposals – Using the information collected, Moore & Associates will present a series of service recommendations for the City’s consideration. The relative advantages and disadvantages of each proposed service alternative will be thoroughly discussed. As appropriate, maps and tables will be utilized to illustrate service recommendations. We will explore the options of expanding service areas, increased hours of operation, adding weekend service or new routes; as well as alterations to existing routes, schedules, and time-transfer points.
3. Finalization of maps/timetables – Moore & Associates will work with City staff to finalize route maps and timetables. Our project team will ensure the recommended actions communicate the needs and wants of the community and are aligned with the City’s public transit goals.

#### Task 2: Travel on Both Bus Routes

One of the most commonly employed transit evaluation tools is the ride check. A ride check tracks activity at the individual vehicle level, including ridership counts by stop and by trip, providing a detailed profile of exactly where and when ridership is occurring on each route or service. A ride check also collects information on passenger loads, peak-hour demand, running times, and schedule adherence. Taken collectively, such information will be used to assess actual performance while also identifying opportunities for continued service enhancement. Should any prior ride check data be available for review, our project team will utilize said data for further analysis.

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Moore & Associates will evaluate operating costs, farebox recovery, ridership, trips, miles, hours, and available capacity. These indicators will be analyzed to comprehensively illustrate all elements of system performance. By doing so, our project team will be able to readily gauge the efficiencies of each route and develop practical recommendations designed to enhance their respective performance.

#### Task 3: Develop Route Maps for MCT Monday through Friday Operations

Based upon data realized from our ride check as well as discussions with City staff, our project team will create route maps depicting where typical origins and destinations are occurring. We will identify locations where bus stops may be added or eliminated, as well as any recommended alignment alterations.

#### Task 4: Develop Timetables for MCT Monday through Friday operations

Once a route map has been developed for each fixed-route alignment, a timetable will be created. Timepoints will be adjusted to reflect changes in run-times and the location of bus stops. Scheduling will take into consideration connectivity with other regional transit programs as well as school start and end times. Timetables will be provided in both Microsoft Excel (.xls) and Adobe Acrobat (.pdf) versions. Each timetable and route map will be accompanied by a written justification for the proposed changes.

#### Task 5: Provide Recommendations for Increasing Ridership and Farebox Revenue

Moore & Associates will present practical recommendations for increasing transit ridership and farebox revenue while avoiding changes to MCT's current route and operating schedule. To improve farebox recovery without modifications to existing route structure, we will identify strategies geared towards reducing operating costs through administrative as well as operational modifications. Our project team will conduct an on-site dispatch observation to evaluate efficiency and effectiveness of current MCT operations. We will present a series of cost-neutral recommendations based on information gathered through the dispatch observation, ride check, and service evaluation.

#### Task 6: Develop Route Map for Potential Evening Hours

Once the evaluation of weekday service is complete, Moore & Associates will craft route map(s) for any and all proposed evening hour services. This service will be designed to enhance the core

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Monday through Friday service as efficiently and effectively as possible. We will consider the extension of operating hours and/or a modification of the fixed-route network during extended evening hours. The development of this service enhancement will follow the same methodology and utilize the data garnered from the research associated with the core Monday through Friday operations.

Task 7: Develop Timetable for Potential Evening Hours

Once a route map has been developed for potential evening fixed-route service, a timetable will be created. Scheduling will take into consideration connectivity with other regional transit programs operating during those hours. Timetables will be prepared in both Microsoft Excel (.xls) and Adobe Acrobat (.pdf) versions. The timetable and route map will be accompanied by a written justification for any proposed changes.

Task 8: Develop Route Map for Potential Weekend Hours

Following the evaluation of Monday through Friday service, Moore & Associates will design route map(s) for any and all proposed weekend hour services. This service will be designed to enhance the core Monday through Friday service as efficiently and effectively as possible. Service recommendations will include any modifications to the Monday through Friday routes as well as proposed operating hours. The development of this service enhancement will follow the same methodology and will utilize the data garnered from the research associated with the core Monday through Friday operations.

Task 9: Develop Timetable for Potential Weekend Hours

Once a route map has been developed for potential weekend fixed-route service, a timetable will be created. Scheduling will take into consideration connectivity with other regional transit programs operating on weekends. Timetables will be prepared in both Microsoft Excel (.xls) and Adobe Acrobat (.pdf) versions. The timetable and route map will be accompanied by a written justification for any proposed change.

SCHEDULE OF TASKS

TASKS	SEPTEMBER	OCTOBER	NOVEMBER
Task 1: Meet with City Staff			
Task 2: Travel on Both Bus Routes			
Task 3: Develop Route Maps for MCT Monday through Friday Operations			
Task 4: Develop Timetables for MCT Monday through Friday Operations			
Task 5: Provide Recommendations for Increasing Ridership and Farebox Revenue			
Task 6: Develop Route Map for Potential Evening Hours			
Task 7: Develop Timetable for Potential Evening Hours			
Task 8: Develop Route Map for Potential Weekend Hours			
Task 9: Develop Timetable for Potential Weekend Hours			
<b>PROJECT DELIVERABLES</b>			
Notice to Proceed			
Provide Final Route Maps and Timetables			
Provide Final Recommendations			
Project Completion			

## REFERENCES

### CITY OF LOMPOC - COLT

Moore & Associates completed several service evaluation, service planning, marketing, and community outreach projects for the City's multi-tier public transit service. We completed COLT's first Service Assessment. This included in-depth analysis of demand for transit service among both ride-dependent and "choice rider" populations as well as dispatching analysis, policy and administration analysis, and service planning and fleet development. Based on our work, the City transitioned from a modest general public Dial-A-Ride program to a bimodal service delivery strategy that has resulted in significant quarter-to-quarter ridership growth, enhanced productivity (i.e., increased average riders/revenue hour), and increased farebox recovery.

In 2004, Moore & Associates was again retained by the City to prepare its Short Range Transit Plan. Realized benefits include improved productivity, double-digit annual ridership growth, enhanced farebox recovery, and increased cost-effectiveness of third-party operations contractors. The study included strategies for further development of COLT's stops and zones capital infrastructure including procurement and siting of benches, shelters, and bus stop info displays.

### CITY OF BURBANK

Moore & Associates completed several studies on behalf of the City of Burbank's transportation services. These projects included a Short Range Transit Plan, a five-year Transit Growth Strategy, Performance Audit, and a transportation services consolidation study. These efforts included evaluation of current and planned development within the city, identification of transit service deficiencies, and operational and financial recommendations for addressing unmet needs.

Moore & Associates developed baseline performance data and service criteria for fixed-route, demand-responsive, and youth transit programs. The firm was also selected to complete a service efficiency study, identifying growth opportunities, opportunities for inter-service synergy, and funding, capital analysis, reallocation and growth scenarios.

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CITY OF PETALUMA – PETALUMA TRANSIT

In 2007, Moore & Associates completed a successful update of the City's mini-Short Range Transit Plan and is in the final stages of completing the full Short Range Transit Plan. While Petaluma has been growing and was recently classified as an urban area, its fixed-route service was suffering from a modest decrease in ridership during the prior period.

Combining the findings of our outreach efforts and service evaluation, Moore & Associates developed recommendations aimed at improving on-time performance such as adjusting driver switch-out procedures, eliminating its flag stop policy, and eliminating unproductive route segments. Our final report included five-year Capital and Finance plans compliant with MTC and FTA requirements. The Capital plan also included a list of requirements for the expansion of the City's multi-use maintenance and operations facility.

CITY OF SOLVANG – SANTA YNEZ VALLEY TRANSIT

Moore & Associates completed three projects on behalf of the JPA, which is composed of the Cities of Solvang and Buellton, and the County of Santa Barbara. Our work includes a Performance Audit and two Short Range Transit Plans (one in progress) for Santa Ynez Valley Transit.

Our approach included evaluation of current and planned development within the service area, identification of transit service deficiencies, and operational and financial recommendations for addressing unmet needs. Implementation of the proposed recommendations, combined with a marketing campaign has resulted in double digit ridership growth.

Moore & Associates developed baseline performance standards and service criteria for fixed-route and demand-responsive modes. Subsequently, we were selected to complete a service efficiency study, identifying growth opportunities, improvement opportunities, funding, and growth scenarios.

GLENN COUNTY TRANSPORTATION COMMISSION

Moore & Associates prepared a Transit Needs Assessment for Glenn County Transportation Commission. The project provided the County with an assessment of the intercity service transit needs. The primary goal of this project is to increase the overall efficiency of the intercity bus service. Our team also looked to increase the availability of service to medical facilities in Willows, Orland, and Chico, create innovative strategies to improve transportation options for students and the transit-dependent within Glenn County, and position Glenn Ride as a transportation alternative for the general public. Lastly, our team examined future service expansion areas, specifically transportation connections with Tehama and Colusa counties.

The final Transit Needs Assessment report consisted of an assessment of transit services on both the local and regional level along with efficient and strategic recommendations tailored to Glenn County.

CITY OF ARVIN – ARVIN TRANSIT

Moore & Associates was contracted by the Kern County Council of Governments (KernCOG) to conduct an operational and performance review given perceived issues with data reporting and administrative oversight. The cornerstone goal of this project was to evaluate the City's program using both quantifiable and qualitative criteria, and present a series of strategies for enhancing overall program effectiveness.

The evaluation revealed Arvin Transit's recent performance fell short of the performance standards identified through the City's prior TDP process (1996). The City's most recent Triennial Performance Audit also revealed certain TDA compliance issues. We discovered many of the concerns/issues lay beyond the reasonable control of the City of Arvin.

Since completing the evaluation, Moore & Associates and the City have continued the relationship, working together to address issues as well as improve compliance, customer satisfaction, and mobility for Arvin residents.

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# GENERAL PROPOSAL TERMS AND CONDITIONS

Moore & Associates understands and agrees to abide by the provisions of the General Proposal Terms and Conditions, including the Sample Agreement, as set forth in the City of Moorpark's Request for Proposals.

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## EXCEPTIONS

Moore & Associates does not take any exception to the requirements and conditions stated in the City of Moorpark's Request for Proposals.

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## WORK HOURS AND FEE ESTIMATE

Upon receipt of a Notice to Proceed, Moore & Associates will assign the City of Moorpark a unique billing code, which will be used to track the time each project team member dedicates to a given activity.

Each week, our project manager will review actual time spent and any associated expenses to ensure the work is completed on schedule and within the agreed upon budget. Our project manager will prepare a monthly status report outlining the work completed, activities planned, and any anticipated challenges.

All Moore & Associates invoices are prepared electronically and issued on a monthly basis. Each invoice will be segregated by task, time spent, and direct expenses incurred. Each invoice will also include a description of upcoming tasks.

A separate Proposal Cost Form can be found in the Appendix.

### Hourly Rates

Name	Hourly Rate
Jim Moore	\$111.00
Michael Eshleman	\$81.40

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## APPENDIX

Small Business Certificate

Proposal Cost Form

Workers' Compensation Insurance Certification

Documentation of Insurance Coverage

Agreement Form



Small Business Certificate



State of California - Department of General Services  
**PROCUREMENT DIVISION**  
Office of Small Business and DVBE Services  
707 Third Street, 14th Floor, Room 400 PO Box 80315  
West Sacramento, California 95798-9052 (800) 558-5014

September 3, 2008

REF# 0023150  
MOORE & ASSOCIATES INC  
28159 AVENUE STANFORD #110  
VALENCIA CA 91355-1106

Dear Business Person:

Congratulations on your certified small business status with the State of California. You are eligible for many benefits under the state's Small Business Participation Program, which includes, but is not limited to, bid opening, bidding preference and special provisions under the Prompt Payment Act.

**Certification period**

Your certification period for each business type is:

Industry	From	To
SERVICE	09/02/2008	09/30/2009

**Annual Submission Requirement**

To maintain your certified status, you must annually submit to the Office of Small Business (OSBS) (REF# 0023150) (OSDS) proof of annual receipts and proof of employees for your firm and any affiliates.

Proof of Annual Receipts

Submit to OSDS a copy of your firm's and any affiliate firm's ENTIRE federal tax return (each year for which you are certified). Include ALL accompanying schedules, forms, statements, and attachments that accompany a tax return for that specific tax return.

If you request a tax filing extension with the Internal Revenue Service, submit a copy of your tax return form. When your tax returns are filed, submit a copy of the entire federal tax return to our office.

Proof of Employees

If you have employees whose taxable wages are reported to the California Employment Development Department (EDD) on a quarterly basis, you must annually submit to our office along with your proof of annual receipts, proof of employees for your firm and any affiliates.

We will accept a copy of the EDD's "Quarterly Wage and Withholding Report" Form (available at [www.edd.ca.gov](http://www.edd.ca.gov)) by the EDD. Your employee documents must cover the same four-quarter period as your proof of annual receipts.

If you have out-of-state employees, submit the employee documentation to our office for the state in which you are doing business. Withholding Report" for the same four-quarter period.

**Maintaining Your Online Certified Firm Profile**

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Proposal Cost Form

The applicant shall provide a list of staff members who will be assigned to this project and their hourly rates. Consultant shall provide a list of staff members who will be assigned to this project and their hourly rates. Consultant shall provide a list of staff members who will be assigned to this project and their hourly rates.

**COMPENSATION SCHEDULE**

Total fixed contract amount for the project of not less than \$ 7,410.00

The contract amount is distributed as follows:

Description of Work	Hours	Amount
Meet with client	8	\$760.00
Travel on both bus routes	14	\$1,330.00
Route Map for MCT Monday through Friday operations	12	\$1,140.00
Timetable for MCT Monday through Friday operations	8	\$760.00
Recommendation of fare structure ridership and fare collection with MCT's current route and time system	16	\$1,520.00
Route Map for MCT for evening hours	6	\$570.00
Timetable for MCT for evening hours	4	\$380.00
Route Map for MCT for weekend days	6	\$570.00
Timetable for MCT for weekend days	4	\$380.00

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APPENDIX D  
WORKERS' COMPENSATION INSURANCE CERTIFICATION

As required by Section 1860 of the California Labor Code (Chapter 1000, Statutes of 1965), the Consultant shall secure the payment of Workers' Compensation to its employees in accordance with the provisions of Section 3700 of the California Labor Code and shall furnish the City with a certificate evidencing such coverage together with verification thereof as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement."

SIGNED: \_\_\_\_\_

*Allen H. [Signature]*  
\_\_\_\_\_  
(Consultant)

DATE: \_\_\_\_\_

*4/17/08*  
\_\_\_\_\_

ATTACHMENT 1  
INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to the City in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to the City.

Consultant shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office (ISO) "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate.

Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability for each such person.

Workers' Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum of \$1,000,000 self-insured retention for liability not covered by primary but covered by umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time

insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to the City for injury to employees of Consultant, subconsultants or others involved in the Work. The scope of coverage provided is subject to approval by the City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, error or omissions of the Consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the State of California and with an A.M. Bests rating of A- or better and a minimum financial size of VII.

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and the City agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds the City, its officials, employees and agents, using standard ISO endorsement CG 2010 with an edition prior to 1992. Consultant also agrees to require all contractors and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right to subrogation prior to a loss. Consultant agrees to waive subrogation rights against the City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operation limits the application of such insurance coverage.

4. None of the coverages required herein will be in compliance with these requirements if they include limiting endorsement of any kind that has not been first submitted to the City and approved in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect the City's protection without the City's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to city at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, the City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other Agreement and to pay the premium. Any premium so paid by the City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at the City's option.
8. Certificate(s) are to reflect that the insurer will provide 30 days notice to the City of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.
9. It is acknowledged by the parties of this Agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to the City.
10. Consultant agrees to ensure that subcontractors, and any other party involved with the Work who is brought onto or involved in the Work by Consultant, provide the same minimum insurance required of Consultant. Consultant agrees to

monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the Work will be submitted to the City for review.

11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer, or other entity or person in any way involved in the performance of Work contemplated by this Agreement to self-insure its obligations to the City. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time, the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
12. The City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Consultant 90 days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increased benefit to the City.
13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
14. Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with an insurance requirement in no way imposes any additional obligations to the City nor does it waive any rights hereunder in this or any other regard.
15. Consultant will renew the required coverage annually as long as the City, or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. Termination of this obligation is not effective until the City executes a written statement to that effect.
16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other

policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. As coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to the City within five days of the expiration of coverage.

17. The provisions of any Workers' Compensation or similar act will not limit the obligations of Consultant under this Agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to the City, its employees, officials and agents.
18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
19. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties here to be interpreted as such.
20. The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts or impairs the provisions of this section.
21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the Work reserves the right to charge the City or Consultant for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to the City. It is not the intent of the City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against the City for payment of premiums or other amounts with respect thereto.
22. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this Agreement. The City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve the City.

ADDENDA

Bidder must fill in number and date of all addenda or enter the word "none", if appropriate.

The following addenda are acknowledged and attached:

NO.	DATED	NO.	DATED
1	7/11/2008		



# Public Works Department

## MEMORANDUM

---

**DATE:** September 11, 2008

**FROM:** Shaun Kroes, Senior Management Analyst

**SUBJECT:** Proposal to Provide Professional Services for Evaluation and Recommendations for Moorpark City Transit

### Addendum #1

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The following changes, omissions, and/or additions to the Request for Proposal shall apply to proposals made for and to the execution of the various parts of the work affected thereby, and all other conditions shall remain the same.

In case of conflict between the Request for Proposal and this Addendum, this Addendum shall govern.

1. Request for Proposal:
  - A. Proposals are due by the end of business day (5:00 p.m.), Thursday, September 18, 2008.
  - B. Proposals shall be submitted to:

City of Moorpark  
Public Works Department  
799 Moorpark Avenue  
Moorpark, CA 93021

RESOLUTION NO. 2008 - \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOORPARK, CALIFORNIA, AMENDING THE FISCAL YEAR 2008/09 BUDGET TO FULLY FUND THE EVALUATION AND RECOMMENDATIONS FOR MOORPARK CITY TRANSIT [LOCAL TRANSIT FUNDS (FUND 5000)]

WHEREAS, on July 2, 2008, the City Council adopted the Budget for Fiscal Year 2008/09; and

WHEREAS, a staff report has been presented to the City Council requesting a budget adjustment in the aggregate amount of \$2,500; and

WHEREAS, Exhibit "A", attached hereto and made a part hereof, describes said budget amendment and its resultant impact to the budget line item.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MOORPARK DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That a Budget amendment in the aggregate increase of \$2,500 as more particularly described in Exhibit "A", is hereby approved.

SECTION 2. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED AND ADOPTED this 5<sup>th</sup> day of November, 2008.

\_\_\_\_\_  
Patrick Hunter, Mayor

ATTEST:

\_\_\_\_\_  
Deborah S. Traffenstedt, City Clerk

Attachment:  
Exhibit 'A': Appropriation and Budget Detail

**EXHIBIT "A"**

**BUDGET AMENDMENT FOR  
LOCAL TRANSIT FUNDS [5000]  
TO FULLY FUND CONSULTANT SERVICES FOR  
EVALUATION AND RECOMMENDATIONS FOR MOORPARK CITY TRANSIT  
FY 2008-09**

**FUND ALLOCATION FROM:**

<b>Fund</b>	<b>Account Number</b>	<b>Amount</b>
Local Transit Funds	5000-5500	\$2,500
Total		\$2,500

**DISTRIBUTION OF APPROPRIATION TO EXPENSE ACCOUNTS:**

<b>Account Number</b>	<b>Current Budget</b>	<b>Revision</b>	<b>Amended Budget</b>
5000.8510.0000.9103	\$5,000	\$2,500	\$7,500
Total	\$5,000	\$2,500	\$7,500

Approved as to Form:           *Sal*

**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF  
MOORPARK AND MOORE & ASSOCIATES, INC. FOR EVALUATION AND  
RECOMMENDATIONS FOR MOORPARK CITY TRANSIT**

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_ between the City of Moorpark, a municipal corporation, located at 799 Moorpark Avenue, Moorpark, California 93021, hereinafter referred to as "City" and Moore & Associates, Inc., hereinafter referred to as "Consultant".

**WITNESSETH**

The Parties hereto do agree as follows:

**WHEREAS**, in August 2008, City distributed a Request for Proposal for a qualified Consultant who will evaluate the City's fixed transit routes and schedules and make recommendations for potential changes.; and

**WHEREAS**, pursuant to said request, Consultant submitted a Proposal, which was accepted by City for services.

**NOW THEREFORE**, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

1. Term – The term of this Agreement shall be from the date this Agreement is made and entered, as first written above, and will continue in effect until the completion of the project.
- 2.1 Incorporation by Reference – The Request for Proposal and all Appendixes thereof are hereby incorporated in and made part of this Agreement as Attachment 2 and the Consultant's Proposal is hereby incorporated in and made a part of this Agreement as Attachment 3.
- 2.2 Order of Precedence – The provisions of this Agreement shall control all Agreement Documents; in the event of any ambiguity or inconsistency, the same shall be resolved by reference first to the language of any written amendments signed by both parties, then to the language of the Agreement, then attachments to the Agreement, then to the language of the City's Request for Proposal (Attachment 2), then to the language of the Consultant's Proposal (Attachment 3), and then to the other Agreement Documents in the order above set forth.
- 2.3 Entire Agreement – This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Consultant to the City, and contains all of the covenants and agreements between the parties with respect to the rendering of services by Consultant to the City, and contains all of the covenants and agreements

between the parties with respect to the rendering of such services in any manner whatsoever.

It is the intent of this Agreement to procure a qualified Consultant who will evaluate the City's fixed transit routes and schedules and make recommendations for potential changes, in accordance with this Agreement, the Scope of Service within the City's Request for Proposal, and the Consultant's Proposal dated September 18, 2008, which has been attached hereto as Attachment 3, and made a part of this Agreement.

Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, not embodied herein, shall be valid or binding and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. This Agreement shall not be amended in any way except by a writing expressly purported to be such an amendment, signed and acknowledged by both of the parties hereto.

3. City Obligations – For furnishing services as specified in this Agreement, City will pay and Consultant shall receive as full compensation therefore, a not-to-exceed sum based on the compensation schedule shown in Attachment 3, Appendix C, attached hereto and made part of this Agreement.

Payments to the Consultant shall be made within thirty-five (35) days after receipt of an original invoice and back up materials from the Consultant and acceptance of the invoice and back up by the City.

4. Consultant's Obligations – For and in consideration of the payments and agreements herein before mentioned to be made and performed by City, Consultant agrees with City to provide services as specified and to do everything required by this Agreement, the said Request for Proposal and all Appendixes and Attachments thereof. Consultant shall review, coordinate and approve the work of all subcontractors retained by Consultant. Consultant shall be responsible for all work performed by said subcontractors (a) as being complete, (b) as meeting City's and Consultant's requirements, and (c) as if it had been performed by Consultant. Without limiting the generality of the foregoing, Consultant warrants on behalf of itself and all subcontractors engaged for the performance of this Agreement, that only persons authorized to work in the United States, pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws, shall be employed in the performance of the work hereunder.

5. Licenses and Registrations – At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses and registrations required of it by law for the performance of the services in this Agreement.
  
- 6.1 Indemnification for Professional Liability – Consultant agrees to indemnify, protect, defend, and hold harmless the City, and any and all of its officials, employees, and agents from and against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs to the extent same are caused in whole or in part by a negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub-consultants in the performance of professional services under this Agreement.
  
- 6.2 Indemnification for Other Than Professional Liability – Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by an individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subconsultants of Consultant.
  
- 6.3 General Indemnification Provisions – Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subconsultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement or this section.

City does not and shall not; waive any rights that it may have against Consultant by reason of these sections, hereof, because of the acceptance by City or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not said insurance policies are determined to be

applicable to the claim, demand, damage, liability, loss, cost or expense described in these sections hereof.

7. Insurance – The Consultant shall maintain prior to the beginning of, and for the duration of this Agreement, insurance coverage as specified in Attachment 1, attached to and made part of this Agreement.
8. Independent Consultant – Consultant is and at all times shall remain, as to the City, a wholly independent consultant. Consultant shall not, at any time or in any manner, represent that he is an officer, employee or agent of the City. Consultant shall comply with all applicable provisions of the Workers' Compensation Insurance and Safety Acts and Labor Code of the State of California.
9. Amendments – Any amendment, modification, or variation from the terms of this Agreement shall be in writing and shall be effective only upon approval by the City Manager.
10. Termination – Consultant may terminate this Agreement only for breach of contract by City and upon thirty (30) days written notice. City may terminate this Agreement without cause, and upon thirty (30) days written notice to Consultant, in which case Consultant shall be entitled to receive compensation for the reasonable value of the Consultant's services performed through the termination date. Furthermore, if, during the term of this Agreement, City determines that Consultant is not faithfully abiding by any term or condition contained herein, City shall provide Consultant with written notice and said notice must give Consultant a 48-hour notice of time thereafter in which to perform said work or cure the deficiency. If Consultant has not performed the work or cured the deficiency within the time specified in the notice, or if a similar failure to perform or deficiency is repeated, such shall constitute a breach of this Agreement and City may terminate this Agreement, immediately by written notice to Consultant to said effect. In said event, Consultant shall be entitled to the reasonable value of its services performed up to the day it received City Notice of Termination, minus any offset from such payment representing the City damages from such breach. Failure of the Consultant to provide City staff reports, documents, and other material which meets or exceeds reasonable professional standards, or in a timely manner, shall entitle City to offset against any amounts owed costs incurred by City to replace or obtain such materials or services which meet or exceed reasonable professional standards in a timely manner from other sources.

City reserves the right to delay any post-termination payment until completion or confirmed abandonment of the project, as may be determined in the City's sole

discretion, so as to permit a full and complete accounting of costs. In no event shall Consultant be entitled to receive in excess of the compensation quote in its proposal.

11. Ownership of Reports and Data – The originals of all studies, reports, exhibits, documents, data and/or other work material(s) prepared and/or used to comply with any section/condition of the Request for Proposal, including any copies of same required by the Agreement to be furnished to the City, shall be public records, which shall be open to inspection by the public and shall become and remain the property of the City.
12. Assignment/Successors – Consultant shall not assign this Agreement, or any of the rights, duties or obligations hereunder. It is understood and acknowledged by the parties that the Consultant is uniquely qualified to perform the services provided for in this Agreement.
13. Attorneys' Fees – If any action at law or suit in equity, including an action for declaratory relief, is brought to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, court costs, and necessary disbursements, in addition to any other relief to which it may be entitled.
14. Complete Agreement – This written Agreement, including all writings specifically incorporated herein by reference, shall constitute the complete Agreement between the parties hereto. No oral agreement, understanding, or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such oral agreement, understanding, or representation be binding on the parties hereto.

In the event of conflict between the terms, conditions, or provisions of this Agreement and any such document or instrument, the City shall be the sole person to decide which document or provision shall govern.

15. Non-Discrimination – In the performance of the terms of this Agreement, the Consultant agrees that it will not engage in, nor permit such subcontractors as it may employ to engage in, discrimination in employment of persons because of age, race, color, sex, national origin or ancestry, or religion of such person(s).
16. Venue – This Agreement is made, entered into, and executed in Moorpark, Ventura County, California, and any action filed in any court of law for arbitration of the interpretation, enforcement and/or otherwise of the terms, covenants and

conditions referred to herein shall be filed in the applicable court in Ventura County, California.

17. Non-Exclusive Agreement – The City reserves the right to contract with other firms during the Agreement term or to issue multiple agreements for individual aspects of the project as may be deemed in the best interests of the City.
18. Public Domain – All products used or developed in the execution of this Agreement will remain in the public domain at the completion of the Agreement.
19. Audit - City shall have the option of inspecting and/or auditing all records and other written materials used by Consultant in preparing its statements to City as a condition precedent to any payment to Consultant.
20. Interpretation of Agreement – Should interpretation of this Agreement, or any portion thereof be necessary, it is deemed that this Agreement was prepared by the parties jointly and equally, and shall not be interpreted against either party on the grounds that the party prepared the Agreement or caused it to be prepared.
21. Waiver of Agreement – No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.
22. Captions and Headings – The captions and headings of the various Articles and Paragraphs of this Agreement are for the convenience and identification only and shall not be deemed to limit or define the content of the respective Articles and Paragraphs hereof.
23. Notice – Any notice to be given hereunder by either party to the other shall be effected either by personal delivery in writing or by certified mail, postage prepaid, return receipt requested. Mailed notices shall be addressed to the City as follows:

Steven Kueny  
City Manager  
City of Moorpark  
799 Moorpark Avenue  
Moorpark, CA 93021

Mailed notices shall be addressed to the Consultant as follows:

Moore & Associates, Inc.  
28159 Avenue Stanford, Suite 110  
Valencia, CA 91355  
Attn: Allison Moore

Each party may change the address by written notice in accordance with this section. Notices delivered personally will be deemed served as of actual receipt; mailed notices will be deemed served as of the second (2<sup>nd</sup>) day after mailing.

24. Authority to Execute Agreement – Both City and Consultant do covenant that each individual executing this Agreement on behalf of each party is a person duly authorized and empowered to execute agreements for such party.
25. City's Agent – The Moorpark City Manager, or his designee, shall have the right to review, coordinate, and approve all work to be performed by the Consultant pursuant to this Agreement, and shall be the City's agent in this matter.
26. Conflicts of Interest – The Consultant shall disclose any financial, business or other relationship with the City that may have an impact upon the outcome of the Agreement.

WITNESS the execution of this Agreement.

CITY OF MOORPARK

\_\_\_\_\_  
Steven Kueny, City Manager

Date: \_\_\_\_\_

ATTEST

\_\_\_\_\_  
Deborah S. Traffenstedt, City Clerk

Consultant

\_\_\_\_\_  
Allison Moore, Director of Administrative Services

Date: \_\_\_\_\_

## ATTACHMENT 1 INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to the City in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to the City.

Consultant shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office (ISO) "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than **\$1,000,000** per occurrence for all covered losses and no less than **\$2,000,000** general aggregate.

Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than **\$1,000,000** per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability for each such person.

Workers' Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than **\$1,000,000** per accident or disease.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum of **\$1,000,000** self-insured retention for liability not covered by primary but covered by umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There

shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to the City for injury to employees of Consultant, subconsultants or others involved in the Work. The scope of coverage provided is subject to approval by the City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, error or omissions of the Consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the State of California and with an A.M. Bests rating of A- or better and a minimum financial size of VII.

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and the City agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds the City, its officials, employees and agents, using standard ISO endorsement CG 2010 with an edition prior to 1992. Consultant also agrees to require all contractors and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right to subrogation prior to a loss. Consultant agrees to waive subrogation rights against the City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operation limits the application of such insurance coverage.

4. None of the coverages required herein will be in compliance with these requirements if they include limiting endorsement of any kind that has not been first submitted to the City and approved in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect the City's protection without the City's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to city at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, the City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other Agreement and to pay the premium. Any premium so paid by the City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at the City's option.
8. Certificate(s) are to reflect that the insurer will provide 30 days notice to the City of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.
9. It is acknowledged by the parties of this Agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to the City.
10. Consultant agrees to ensure that subcontractors, and any other party involved with the Work who is brought onto or involved in the Work by Consultant, provide the same minimum insurance required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this

section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the Work will be submitted to the City for review.

11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer, or other entity or person in any way involved in the performance of Work contemplated by this Agreement to self-insure its obligations to the City. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time, the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
12. The City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Consultant 90 days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increased benefit to the City.
13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
14. Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with an insurance requirement in no way imposes any additional obligations to the City nor does it waive any rights hereunder in this or any other regard.
15. Consultant will renew the required coverage annually as long as the City, or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. Termination of this obligation is not effective until the City executes a written statement to that effect.
16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. As coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of

insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to the City within five days of the expiration of coverage.

17. The provisions of any Workers' Compensation or similar act will not limit the obligations of Consultant under this Agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to the City, its employees, officials and agents.
18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
19. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties here to be interpreted as such.
20. The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts or impairs the provisions of this section.
21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the Work reserves the right to charge the City or Consultant for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to the City. It is not the intent of the City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against the City for payment of premiums or other amounts with respect thereto.
22. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this Agreement. The City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve the City.