

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: Honorable City Council

FROM: Ron Coons, Interim Public Works Director *RC*
Prepared by: Shaun Kroes, Program Manager *SK*

DATE: January 8, 2016 (CC Meeting of 01/20/16)

SUBJECT: Consider Request for Proposals to Provide Consultant Services for Evaluation and Recommendations for Moorpark City Transit

BACKGROUND/DISCUSSION

The City operates two (2) fixed-route services (Route 1 and Route 2) Monday through Friday, and one (1) Saturday Service route. The City began a 3-year demonstration service on August 10, 2013; expanding service from 6:00 am to 6:00 pm Monday through Friday to 5:00 am to 8:00 pm Monday through Friday, and adding Saturday service from 8:00 am to 5:00 pm. Effective August 10, 2015, the City reduced its Route 1 demonstration service hours from 5:00 am to 8:00 pm to 7:00 am to 6:30 pm (nearly the same pre-demonstration service hours). The City's Saturday service route was also significantly reduced to about half the route length that it previously provided. The reduction of service hours and route length is a result of low ridership during the transit demonstration service hours. Effective August 1, 2015, the City adjusted its transit fares to permit passengers age 65 and older, and individuals with a disability, to ride the bus for free (instead of paying \$0.50). The fare reduction was connected to a Dial-A-Ride (DAR) rate increase from \$1.50 per trip to \$2.00 per trip for travel within the City, to help offset the DAR rate increase and increase ridership on the fixed-route bus service.

The City's fixed-route service is grappling with two main issues that need to be resolved. The first is a significant decrease in ridership that has been occurring between 2009 and 2015. When looking at standard service hours (Monday through Friday, 6:00 am to 6:00 pm) ridership has decreased by 10.28%; from 72,747 trips to 65,272 trips. Revenue has also decreased by 7.74% during the same time period; from \$63,136.14 to \$58,247.57). In FY 2013/14, the City implemented a transit

demonstration service, with new hours and Saturday service (as described in the paragraph above). The new service has helped to increase ridership, with a FY 2014/15 ridership of 71,170 (or 2.17% less than FY 2008/09). Revenue also increased to \$63,220.57. Even with the increase in ridership and fare, transit expenses have increased significantly. FY 2014/15 transit demonstration expenses were \$142,971.53, or nearly 30.00% of the fixed-route budget. The transit demonstration service only provided 8.29% of total ridership in FY 2014/15.

The second issue that the City needs to address is increased service costs that have occurred during the same time period. In FY 2008/09, the City's hourly rate for fixed-route operations was \$31.52. In FY 2014/15, the City's hourly rate was \$51.00; an increase of 61.80%. In addition, the City now pays for fuel separately from its hourly operational rate, which is an additional expense. The significant cost increase is a result of the City's former contractor, CUSA CC, LLC (CUSA) terminating its contract with the City in July 2012 as a result of CUSA's bankruptcy. The City began contracting with Thousand Oaks in 2012 and at this time intends on continuing its contractual relationship for the foreseeable future. Since awarding the Agreements, Thousand Oaks and MV Transit have provided satisfactory transit services for Moorpark and Moorpark's staff time devoted to administration of Moorpark's transit services has been reduced, saving an estimated \$12,000 to \$15,000 in staff time per year.

City Council is being asked to consider a Request for Proposal (RFP) to provide consultant services for evaluation of the City's current fixed-route service and develop potential improvements and/or alternatives that will result in decreased expenditures and increase ridership. The consultant is asked to consider changes that could be made over the course of the next five years. The City performed a similar study in 2008 for approximately \$7,410.00. This new study is more in depth, looking at potential changes over the course of a five year period. Based on neighboring agencies' evaluations proposals are anticipated to be between \$30,000 and \$60,000. If proposals are higher than projected, staff will discuss the proposals with the vendors to determine if the City needs to adjust the scope of services.

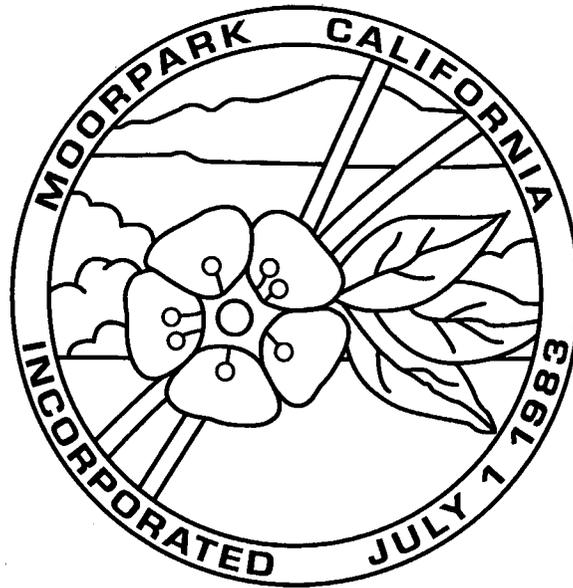
FISCAL IMPACT

The FY 2015/16 budget currently does not have a specific line item listed for the proposed project. The RFP is written such that prospective consultants will provide a price for each particular task, enabling staff to determine if certain tasks should be removed to keep costs down. Depending on the proposals, staff will present City Council with either a budget amendment or a request to reject all proposals. Transportation Development Fund (5000) or Traffic System Management Fund (2001) will be the proposed funding source.

STAFF RECOMMENDATION

Approve the Request for Proposal and authorize staff to advertise for receipt of proposals.

Attachment: Request for Proposal – Evaluation and Recommendations for Moorpark City Transit.



**REQUEST FOR PROPOSAL
FOR CONSULTANT SERVICES
TO PROVIDE
EVALUATION AND RECOMMENDATIONS FOR
MOORPARK CITY TRANSIT**

January 21, 2016

**CITY OF MOORPARK
Public Works Department
799 Moorpark Avenue
Moorpark, CA 93021**

Proposals are due by 3:00 p.m., February 18, 2016.

**NOTICE INVITING SEALED PROPOSALS FOR
CONSULTANT SERVICES FOR
EVALUATION AND RECOMMENDATIONS FOR
MOORPARK CITY TRANSIT**

PUBLIC NOTICE IS HEREBY GIVEN that the City of Moorpark (City) as Agency, invites sealed proposals for the above stated project and will receive such proposals in the office of the City Engineer/Public Works Director, 799 Moorpark Avenue, Moorpark, California, 93021 up to the hour of 3:00 p.m. on the 18th day of February, 2016.

The purpose of this invitation is to solicit proposals for the services of a qualified Consultant who will evaluate the City's fixed-route services and make recommendations for potential changes (See Exhibit A: Scope of Services). Prospective consultants with the qualifications and experience in performing these services are encouraged to submit a proposal to the City. All work shall conform to the requirements provided.

Proposals submitted in response to this Request for Proposal (RFP) will be used to select a Consultant for this Project. Prospective Consultant's attention is directed to Exhibit B "Proposal Requirements". Proposals must be prepared on the approved proposal forms in conformance with the Proposal Content/Format submitted in a sealed envelope plainly marked on the outside, "EVALUATION AND RECOMMENDATIONS FOR MOORPARK CITY TRANSIT – DO NOT OPEN WITH REGULAR MAIL".

All questions relating to this RFP should be addressed in writing (E-mail is acceptable) to:

Shaun Kroes
City of Moorpark
799 Moorpark Avenue
Moorpark, CA 93021
skroes@moorparkca.gov

Proposal packets and proposal forms may be picked up at Moorpark City Hall, 799 Moorpark Avenue, mailed upon request, or downloaded from the City's website, www.moorparkca.gov. There will be no pre-proposal meeting. The City Council reserves the right to waive any informalities or irregularities in any proposal submitted, to reject any or all proposals, and to award agreements to one or more consultant for one or more of the RFP items. Proposals will remain valid for ninety days while the City reviews the proposals.

One (1) original and one (1) copy of the Proposal for Services shall be submitted to the City in a package clearly marked "EVALUATION AND RECOMMENDATIONS FOR MOORPARK CITY TRANSIT – DO NOT OPEN WITH REGULAR MAIL".

Hardcopy to:

City of Moorpark
City Engineer/Public Works Director
Attn: Shaun Kroes
799 Moorpark Avenue
Moorpark, CA 93021

- Proposals may be hand delivered to the City Receptionist at 799 Moorpark Avenue by the deadline requirement.

This RFP does not commit the City to award an Agreement, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. The City reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified firm or to modify or cancel in part or in its entirety the RFP if it is in the best interests of the City to do so.

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EXHIBITS

- A. Scope of Services
- B. Proposal Requirements
- C. Proposal Cost Form
- D. Sample Agreement
- E. Insurance Requirements
- F. Compliance with Government Code 7550
- G. General Liability Endorsement
- H. Sample Waiver

I. Introduction

The City of Moorpark (City) is requesting proposals for consultant services to assess and make recommendations regarding Moorpark City Transit's (MCT) fixed-route system, including weekday and weekend routes and fare structure. Consultant will propose changes that can be implemented over the course of five (5) years or less. The Consultant shall incorporate all deliverables into a final report that will be presented to City Council for consideration. Consultant shall plan to attend at least two (2) City Council meetings. The first will be for the initial selection of the fixed-route transit program; the second will be for the final report presentation.

With an estimated population of 35,727, Moorpark is the fifth smallest of Ventura County's ten cities. Occupying an area of approximately 12 square miles, it is located in east Ventura County, between the Cities of Simi Valley and Thousand Oaks, and approximately 48 miles northwest of downtown Los Angeles.

All questions relating to this RFP should be addressed in writing (E-mail is acceptable) to:

Shaun Kroes
City of Moorpark
799 Moorpark Avenue
Moorpark, CA 93021
skroes@moorparkca.gov

One (1) original and one (1) copy of the proposal shall be submitted to the City in a package clearly marked "EVALUATION AND RECOMMENDATIONS FOR MOORPARK CITY TRANSIT – DO NOT OPEN WITH REGULAR MAIL".

Hardcopy to:

City of Moorpark
City Engineer/Public Works Director
Attn: Shaun Kroes
799 Moorpark Avenue
Moorpark, CA 93021

- Proposals may be hand delivered to the City Receptionist at 799 Moorpark Avenue by the deadline requirement.

II. TRANSIT OVERVIEW

The City owns five (5), 32-foot El Dorado National EZ Rider II CNG fixed-route buses (3, 2010 model year; 2, 2015 model year). The 2015 model year buses will be replacing two (2), 2005 El Dorado MST II buses in January 2016. The City contracts with the City of Thousand Oaks (Thousand Oaks) to provide maintenance services of the City's buses. Thousand Oaks' contractor, MV Transportation, Inc., also provides operational

services of the City's fixed-route fleet. Although Thousand Oaks' staff provides some administrative oversight of MV Transportation services, City staff is responsible for developing bus routes, schedules, and maintaining bus stops within the City.

Fixed-Route Service:

The City's fixed-route service provides connections with Ventura County's VCTC InterCity East County service as well as Metrolink/Amtrak. All buses are equipped with bike racks and are low-floor, wheelchair-ramp accessible with three (3) wheelchair positions per bus. Each year, the City provides approximately 300 days of fixed-route public transportation services (including weekday and Saturday service) to the community. In FY 2014/15, the City provided approximately 71,000 passenger trips.

The City operates two (2) fixed-route services (Route 1 and Route 2) Monday through Friday, and one (1) Saturday Service route. The City began a 3-year demonstration service on August 10, 2013; expanding service from 6:00 am to 6:00 pm Monday through Friday to 5:00 am to 8:00 pm Monday through Friday, and adding Saturday service from 8:00 am to 5:00 pm. Effective August 10, 2015, the City reduced its Route 1 demonstration service hours from 5:00 am to 8:00 pm to 7:00 am to 6:30 pm (nearly the same pre-demonstration service hours). The City's Saturday service route was also significantly reduced to about half the route length that it previously provided. The reduction of service hours and route length is a result of low ridership during the transit demonstration service hours. Effective August 1, 2015, the City adjusted its transit fares to permit passengers age 65 and older, and individuals with a disability, to ride the bus for free (instead of paying \$0.50). The fare reduction was connected to a Dial-A-Ride (DAR) rate increase from \$1.50 per trip to \$2.00 per trip for travel within the City. The bus fare reduction is intended to encourage seniors and the disabled to ride the fixed-route bus more often than the DAR service.

The City's fixed-route service is grappling with two main issues that need to be resolved. The first is a significant decrease in ridership that has been occurring between 2009 and 2015. When looking at standard service hours (Monday through Friday, 6:00 am to 6:00 pm) ridership has decreased by 10.28%; from 72,747 trips to 65,272 trips. Revenue has also decreased by 7.74% during the same time period; from \$63,136.14 to \$58,247.57). In FY 2013/14, the City implemented a transit demonstration service, with new hours and Saturday service (as described in the paragraph above). The new service has helped to increase ridership, with a FY 2014/15 ridership of 71,170 (or 2.17% less than FY 2008/09). Revenue also increased to \$63,220.57. The increase in ridership and fare comes at a great expense to the City. FY 2014/15 transit demonstration expenses were \$142,971.53, or nearly 30.00% of the fixed-route budget. The transit demonstration service only provided 8.29% of total ridership in FY 2014/15.

The second issue that the City needs to address is increased service costs that have occurred during the same time period. In FY 2008/09, the the City's hourly rate for fixed-route operations was \$31.52, including fuel costs. In FY 2014/15, the City's hourly rate was \$51.00; an increase of 61.80%. In addition, the City now pays for fuel

separately from its hourly operational rate, which adds an additional \$70,000 in operational expenses. The significant cost increase is a result of the City's former contractor, CUSA CC, LLC (CUSA) terminating its contract with the City in July 2012 as a result of CUSA's bankruptcy.

III. Schedule

Prospective consultants should include their proposed schedule for completing the project. The City's goal is to have the new routes/schedules/systems in place by August 2016; however, it is open to extending the length of time if it is determined that additional time is necessary to complete a thorough evaluation and provide sufficient public outreach on changes to the service.

IV. Proposal Content/Format/Checklist

All of the following items must be included in the submitted proposal in order to be considered complete. Prospective consultant may include additional materials as necessary. Consultant should submit an original proposal and one copy. The proposal must include the following:

- a. Proposal Requirements (Exhibit B)
- b. Proposal Cost Form (Exhibit C)
- c. Sample Insurance Certificate (Exhibit E)
- d. Sample General Liability Endorsement (Exhibit G)
- e. Sample Waiver (Exhibit H)

The proposal should be provided in a sealed envelope and marked on the outside of the envelope "EVALUATION AND RECOMMENDATIONS FOR MOORPARK CITY TRANSIT – DO NOT OPEN WITH REGULAR MAIL". - with the name of the firm. Two (2) copies of the proposal are required (including original documents).

Submit proposal to: City of Moorpark
 City Engineer/Public Works Director
 Attn: Shaun Kroes
 799 Moorpark Avenue
 Moorpark, CA 93021

PROPOSALS MUST BE RECEIVED BY THE CITY NO LATER THAN 3:00 P.M., ON FEBRUARY 18, 2016.

V. Proposal Evaluation and Selection

Proposal must be sealed and received by the City up to the hour of 3:00 p.m. on the 18th day of February, 2016.

All proposals properly received before the aforementioned date and time will be evaluated by the City. Proposals shall remain valid for 90 days while the City reviews them. The firm selected as the most qualified to provide the requested services may be invited to negotiate a final Agreement. If an Agreement is not reached, negotiations may be terminated and commenced with the next most qualified firm.

Proposals will be evaluated on the following criteria and rating system with a maximum point value of 100 points:

| | |
|---------------------------|------------------|
| Technical Qualifications: | 20 points |
| Methodology: | 20 points |
| Experience: | 20 points |
| Price: | 20 points |
| <u>References:</u> | <u>20 points</u> |
| Total | 100 points |

RFP EVALUATION FORM

Firm: _____

Date: _____

| <u>Evaluation Criteria</u> | <u>Maximum Possible Points</u> | <u>Points Earned</u> |
|--|--------------------------------|----------------------|
| Technical Qualifications | | |
| <ul style="list-style-type: none"> • Clear understanding of the Scope of Services • Knowledge of public transit funding programs | 20 points | _____ |
| Methodology | | |
| <ul style="list-style-type: none"> • Staffing/hours • Detailed timeline • Plan | 20 points | _____ |
| Experience | | |
| <ul style="list-style-type: none"> • Timetables • Route development • Budget assessment | 20 points | _____ |
| Price | 20 points | _____ |
| References | 20 points | _____ |
| Total | 100 points | _____ |

Prepared by: _____

Proposals received after the time and date specified above will not be considered and will be returned unopened to the prospective consultant.

Unsigned proposals or proposals signed by an individual not authorized to bind the prospective consultant will be rejected.

This RFP does not commit the City to award an Agreement, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. The City reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified firm or to modify or cancel in part or in its entirety the RFP if it is in the best interests of the City to do so.

The prospective Consultant is advised that should this RFP result in recommendation for award of an Agreement, the Agreement will not be in force until it is approved and fully executed by the City.

All products used or developed in the execution of any Agreement resulting from this RFP will remain in the public domain at the completion of the Agreement.

Compensation under any Agreement resulting from this RFP will be on a time and expense basis at rates stated in the fee proposal with a not to exceed amount.

A sample of the proposed Agreement is attached herein as Exhibit D. The Consultant shall adhere to the provisions of this Agreement. The Consultant shall advise the City, in the proposal transmittal letter, of any provision which they have alternative wording or any provision which they cannot accept.

Any Agreement awarded as a result of this RFP will be awarded without discrimination based on race, color, religion, age, sex, or national origin.

VI. General Proposal Terms and Conditions

Agreement Requirement - The Consultant to whom the Agreement is awarded shall execute a written Agreement with the City within ten (10) calendar days after notice of the award has been sent by mail to the Consultant at the address given in the proposal. The Agreement shall be made in the form approved by the City and incorporated in this RFP. Any exceptions, concerns, or requests to modify the Sample Agreement must be provided in writing and submitted with the Consultant's proposal. The Consultant warrants that it possesses, or has arranged through subcontracts, all capital and other equipment, labor and materials to carry out and complete the work hereunder in compliance with all applicable federal, state, county, and City laws, ordinances, statutes and regulations.

Communications Regarding RFP - If a prospective consultant is in doubt as to the meaning or intent of any part of the RFP, or discovers discrepancies in or omissions

from the RFP, it may submit a written request for an interpretation or correction thereof to the Project Manager, Shaun Kroes, City of Moorpark. Interpretation or correction of the RFP shall be made only by addendum duly issued by the City. A copy of any such addendum will be mailed or delivered to each person receiving the RFP, and such addendum shall be considered a part of the RFP and shall be incorporated therein. All timely requests for information submitted in writing will receive a written response from the City. Telephone communications with members of City staff are not encouraged, but will be permitted; however, any such oral communication shall not be binding on the City.

Modification or Withdrawal of Submittals - Any proposal received prior to the date and time specified for receipt of proposals may be withdrawn or modified by written request of the prospective consultant. To be considered, however, the modified proposal must be received by the time and date originally specified.

Property Rights - Proposals received within the prescribed deadline become the property of the City and all rights to the contents therein become those of the City.

Confidentiality - Prior to award of the Agreement, all proposals will be designated confidential to the extent permitted by the California Public Records Act. After award of the Agreement, 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.

Non-Commitment of City - This RFP does not commit the City to award an agreement, to pay any costs incurred in the preparation of a proposal responding to this request, or to procure or contract for services. The City reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified firm, or to modify or cancel in part or in its entirety the RFP, if it is in the best interest of the City to do so.

EXHIBITS

EXHIBIT A – SCOPE OF SERVICES

EXHIBIT B – PROPOSAL REQUIREMENTS

EXHIBIT C – PROPOSAL COST FORM

EXHIBIT D – SAMPLE AGREEMENT

EXHIBIT E – INSURANCE REQUIREMENTS

EXHIBIT F – COMPLIANCE WITH GOVERNMENT CODE 7550

EXHIBIT G – GENERAL LIABILITY ENDORSEMENT (SAMPLE)

EXHIBIT H – WAIVER OF TRANSFER OF RIGHTS (SAMPLE)

EXHIBIT A

SCOPE OF SERVICES

The intention of the City's Scope of Services is to identify what changes can/should be implemented in order to decrease costs and increase ridership. The Consultant shall conduct a comprehensive review and assessment of the City's fixed-route system and provide a report of recommended improvements. The Consultant should use the recently adopted VCTC Short Range Transit Plan (SRTP) as guidance. The SRTP provides performance metrics for fixed-route services. The areas of improvement are detailed below in the following areas.

1. Fixed-Route System

- A. Focusing on the current fixed-route system, take a hard look at system performance and evaluate strengths, weaknesses, and opportunities for improved performance in all areas. The City will provide Consultant with prior passenger counts (boardings and alightings) for all routes and stops. Consultant shall also provide a minimum of two (2) weeks of passenger counts on Route 1 and Route 2, as well as two (2) Saturdays. Passenger counts shall include all passenger boardings and alightings at all bus stops.
- B. The evaluation should include recommendations for adding or eliminating route sections, shortening or extending routes, or altering headways where applicable, for optimum system effectiveness, while allowing for projected changes in ridership, traffic congestion, and development over the plan period (next five years). All of the above must be constantly balanced against the priority of operational efficiency and cost control given current and projected fiscal constraints at the City, State and Federal levels.
- C. Evaluate service options for viability including adjustments to the existing routes, clock-face bi-directional routes, flex-route (deviated-route) services and/or combined fixed-route general DAR.
- D. Make recommendations to enhance ease of service use, transit information available to the public, customer service, etcetera.
- E. Identify a methodology for the on-going reporting, analysis, and evaluation of the fixed-route system.

Deliverables:

- A. Performance statistics for the existing fixed-route service (using ridership information provided by the City as well as passenger counts performed by the Consultant).
- B. At least three (3) service alternatives for the City to consider, in order of Consultant's recommendation. Alternatives shall include backup documentation to justify the Consultant's alternatives and recommendations, including examples of other transit agencies that have the same or similar systems.

- C. Once the City selects the final alternative, Consultant will complete the service design, including complete schedules, route maps, and recommended implementation plan.

2. Ridership

- A. Determine current demand for public transit services within the City and anticipated future demand (five year period). The analysis should include: a profile of existing City ridership on the fixed-route service; identification of the proportion of ridership that is transit dependent; and a profile of the probable travel patterns and service needs of existing and projected City ridership. The Consultant will review and advise City staff on survey content and procedures, and analyze the data collected.
- B. Recommend opportunities to increase ridership, including marketing the City's transit system, identify untapped ridership population, recognize partnership opportunities, etcetera.
- C. Assess perception regarding the use of MCT among local residents, and make recommendations related to marketing, community outreach and branding.
- D. Evaluate opportunities to enhance ease of use for patrons. May include but not be limited to reading maps/schedules and information at bus stops/shelters.

Deliverables:

- A. Passenger survey.
- B. Passenger profiles including current and projected passengers, and passengers' current and potential travel pathways.
- C. Recommended improvements to passenger public information.

3. Fares

- A. Evaluate fare structure and make recommendations for enhancements, and additions of promotional fares, passes, transfers, etc. based on best practices, revenue needs, and specific to the City's potential ridership base.
- B. Evaluate fare collection and cash handling procedures. Make recommendations on changes to reduce or eliminate erosion/dilution of farebox revenue while simplifying fare collection procedures.
- C. Make recommendations on innovative employer or institution sponsored passes, etcetera to generate ridership and enhance revenue.

Deliverables:

- A. Recommended fares (both cash and pass programs). Include projected ridership increase or decrease based on fares (for example, projected passenger decrease that would occur if fares are increased).
- B. Recommended fare processing procedures.

4. Regional Transportation

- A. Provide recommendations to enhance regional connectivity for City residents, including connections for high-frequency destinations to Simi Valley and Thousand Oaks, as well as connections with Metrolink and Amtrak. This can be incorporated with Section 1 above and can include proposals such as providing direct service to areas outside of the City or enhancing connections with existing regional services such as VCTC Intercity services, Metrolink, Amtrak, and the Thousand Oaks Metrolink Commuter Shuttle.

Deliverables:

- A. Regional recommendations will be incorporated in the final route design in Section 1.

5. Facilities/Equipment/Communications

- A. Make recommendations on fleet size and fleet specifications to maximize efficiency including specific recommendations on fuel efficiency, seating for ambulatory/non-ambulatory passengers, and maintenance costs. This section will be related to which recommended fixed-route system or alternative transit system the City directs the Consultant to move forward with after preliminary options.

Deliverables:

- A. Fleet composition for MCT will be based on proposed routes established in Section 1.

EXHIBIT B

PROPOSAL REQUIREMENTS

These guidelines are provided for standardizing the preparation and submission of proposals by all prospective consultants. The intent of these guidelines is to assist prospective consultants in preparation of their proposals, to simplify the review process by the City, and to provide standards to better compare proposals.

Proposals shall contain the following information in the order listed:

1. Title Page:

A title page showing the request for proposal subject; the Consultant's name; the name, address and telephone number of the contact person; and the date of the proposal.

2. Qualifications and Experience:

Identify Consultant's Project Manager. Include resumes of key staff and include previous project experience similar to the subject projects. Identify key staff and describe the responsibilities of the staff.

The proposal shall indicate the Consultant's experience with evaluating and planning fixed-route services, including scheduling. The proposal shall also contain other pertinent experience that may apply to this request. The Consultant shall explain Consultant's understanding of the work to be done and why the firm believes it to be best qualified to perform the services.

3. Scope of Services:

After review of the enclosures, please describe the anticipated methodology to be used and estimated number of hours by staffing level for the project. Format the document based upon tasks and deliverables described in Scope of Services (Exhibit A). Please also address the anticipated information to be supplied to the City as well as requirements from City staff if any. The proposal shall include a commitment to perform the work within the time period and a statement that the proposal is a firm and irrevocable offer for 90 days.

4. References:

Please include a minimum of three (3) references, services performed and dates of service.

5. Conflict of Interest Statement:

The Consultant shall disclose any financial, business or other relationship with the City that may have an impact upon the outcome of the Agreement.

6. General Proposal Terms and Conditions:

General Proposal Terms and Conditions, including the Sample Agreement, are included in this RFP; submittal of a proposal by the Consultant signifies the firm understands, and will abide by the provisions of these documents.

7. Exceptions:

The City reserves the right, without obligation, to grant exceptions to the RFP. However, the Consultant must note any exceptions, and his/her reasons, in the proposal. Exceptions taken will be considered during the evaluation process.

8. Work Hours and Fee Estimate:

The price proposal shall be completed using Exhibit C. The cost shall be stated in a "not to exceed" basis. All expense reimbursements will be charged against the total all-inclusive maximum price submitted in this proposal.

EXHIBIT C

PROPOSAL COST FORM

In response to the Request for Proposals – Consultant Services for Evaluation and Recommendations for Moorpark City Transit, the undersigned agrees to provide services in accordance with these Documents, which have been carefully examined. **On a separate sheet, Consultant shall provide a list of staff members responsible for this project and their hourly rates.** Consultant should list any and all tasks that Consultant expects the City to perform.

COMPENSATION SCHEDULE

Total fixed contract amount for the project shall not exceed \$ _____

The contract amounts are distributed as follows:

| <u>Project</u> | <u>Hours</u> | <u>Dollar Amount</u> |
|---|--------------|----------------------|
| Task 1: Fixed Route System | | |
| Task 2: Ridership | | |
| Task 3: Fares | | |
| Task 4: Regional Transportation | | |
| Task 5: Facilities/Equipment/Communications | | |

ADDENDA

Prospective consultant 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 |
|-----|-------|-----|-------|
| | | | |
| | | | |
| | | | |

EXHIBIT D

SAMPLE AGREEMENT

AGREEMENT BETWEEN THE CITY OF MOORPARK AND _____, FOR _____

THIS AGREEMENT, is made and effective as of this _____ day of _____, 201_, between the City of Moorpark, a municipal corporation ("City") and _____, a _____ ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

WHEREAS, City has the need for _____ services; and

WHEREAS, Consultant specializes in providing such services and has the proper work experience, certifications, and background to carry out the duties involved; and

WHEREAS, Consultant has submitted to City a Proposal dated _____, which is attached hereto as Exhibit _____.

NOW, THEREFORE, in consideration of the mutual covenants, benefits, and premises herein stated, the parties hereto agree as follows:

1. TERM

The term of this Agreement shall be from the date of execution to completion of the work identified in the Scope of Services and in conformance with Exhibit ____, unless this Agreement is terminated or suspended pursuant to this Agreement.

2. SCOPE OF SERVICES

City does hereby retain Consultant, as an independent contractor, in a contractual capacity to provide _____ services, as set forth in Exhibit _____. In the event there is a conflict between the provisions of Exhibit ____ and this Agreement, the language contained in this Agreement shall take precedence.

Consultant shall perform the tasks described and set forth in Exhibit _____. Consultant shall complete the tasks according to the schedule of performance, which is also set forth in _____.

Compensation for the services to be performed by Consultant shall be in accordance with _____. Compensation shall not exceed the rates or total contract value of _____ dollars (\$_____) as stated in _____, without a written amendment to

the Agreement executed by both parties. Payment by City to Consultant shall be in accordance with the provisions of this Agreement.

3. PERFORMANCE

Consultant shall at all times faithfully, competently and to the best of their ability, experience, standard of care, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. MANAGEMENT

The individual directly responsible for Consultant's overall performance of the Agreement provisions herein above set forth and to serve as principal liaison between City and Consultant shall be _____, and no other individual may be substituted without the prior written approval of the City Manager.

The City's contact person in charge of administration of this Agreement, and to serve as principal liaison between Consultant and City, shall be the City Manager or the City Manager's designee.

5. PAYMENT

Taxpayer ID or Social Security numbers must be provided, on an IRS W-9 form, before payments may be made to vendors.

The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in _____, based upon actual time spent on the above tasks. This amount shall not exceed _____ dollars (\$_____) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

Consultant shall not be compensated for additional services rendered in connection with its performance of this Agreement, unless such additional services and compensation are authorized, in advance, in a written amendment to the agreement executed by both parties. The City Manager, if authorized by City Council, may approve additional work not to exceed ten percent (10%) of the amount of the Agreement.

Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. Any expense or reimbursable cost appearing on any invoice shall be accompanied by a receipt or other documentation subject to approval of the City Manager. If the City disputes any of Consultant's fees or expenses it shall give written notice to Consultant within thirty (30) days of receipt of any disputed fees set forth on the invoice.

6. TERMINATION OR SUSPENSION WITHOUT CAUSE

The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

The Consultant may terminate this Agreement only by providing City with written notice no less than thirty (30) days in advance of such termination.

In the event this Agreement is terminated or suspended pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination or suspension, provided that the work performed is of value to the City. Upon termination or suspension of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to this Agreement.

7. DEFAULT OF CONSULTANT

The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate or suspend this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

If the City Manager or the City Manager's designee determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, designee shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have seven (7) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. LIQUIDATED DAMAGES

If the Consultant fails to complete the work, or any portion thereof, within the time period required by this Agreement, or as duly extended in writing by the City Manager, Consultant shall forfeit and pay to the City, as liquidated damages, the sum of one hundred twenty-five dollars (\$125.00) per day for each calendar day the work, or portion

thereof, remains uncompleted after the above specified completion date. Liquidated damages shall be deducted from any payments due or to become due to the Consultant under the terms of this Agreement. Progress payments made by the City after the above specified completion date shall not constitute a waiver of liquidated damages by the City.

9. OWNERSHIP OF DOCUMENTS

Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or the City's designees at reasonable times to such books and records; shall give the City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Notification of audit shall be provided at least thirty (30) days before any such audit is conducted. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

Upon completion of, or in the event of termination or suspension without cause of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

10. INDEMNIFICATION AND HOLD HARMLESS

Consultant shall indemnify, defend and hold harmless City, and any and all of its officers, employees, and agents ("City Indemnitees") from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Consultant's performance of its obligations under this Agreement or out of the operations conducted by Consultant, including the City's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Consultant's performance of this Agreement, the Consultant shall provide a defense to the City Indemnitees or at the City's option reimburse the City Indemnitees their costs of defense, including reasonable legal counsels' fees incurred in defense of such claims.

Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth 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 this Section, because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions shall apply regardless of whether or not said insurance policies are determined to be applicable to any losses, liabilities, damages, costs, and expenses described in this Section.

11. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit E attached hereto and incorporated herein by this reference as though set forth in full.

12. INDEPENDENT CONSULTANT

Consultant is and shall at all times remain as to the City a wholly independent Contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability against City, or bind City in any manner.

No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

13. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of local, state and federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations, including but not limited to the Americans with Disabilities Act and Occupational Safety and Health Administration laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

14. ANTI DISCRIMINATION

Neither the Consultant, nor any subconsultant under the Consultant, shall discriminate in employment of persons upon the work because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or gender of such person, except as provided in Section 12940 of the Government Code. The Consultant shall have responsibility for compliance with this Section [Labor Code Sec. 1735].

15. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City will receive compensation, directly or indirectly from Consultant, or any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

16. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of the City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Services during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Services performed under this Agreement.

17. CONFLICT OF INTEREST

Consultant covenants that neither they nor any officer or principal of their firm have any interests, nor shall they acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Consultant further covenants that in the performance of this Agreement, they shall employ no person having such interest as an officer, employee, agent, or subconsultant. Consultant further covenants that Consultant has not contracted with nor is performing any services directly or indirectly, with the developer(s) and/or property owner(s) and/or

firm(s) and/or partnership(s) and/or public agency(ies) owning property and/or processing an entitlement application for property in the City or its Area of Interest, now or within the past one (1) year, and further covenants and agrees that Consultant and/or its subconsultants shall provide no service or enter into any contract with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) and/or public agency(ies) owning property and/or processing an entitlement application for property in the City or its Area of Interest, while under contract with the City and for a one (1) year time period following termination of this Agreement.

18. NOTICE

Any notice to be given pursuant to this Agreement shall be in writing, and all such notices and any other document to be delivered shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the party for whom intended as follows:

To: City Manager
City of Moorpark
799 Moorpark Avenue
Moorpark, California 93021

To: _____

Either party may, from time to time, by written notice to the other, designate a different address or contact person, which shall be substituted for the one above specified. Notices, payments and other documents shall be deemed delivered upon receipt by personal service or as of the third (3rd) day after deposit in the United States mail.

19. CHANGE IN NAME

Should a change be contemplated in the name or nature of the Consultant's legal entity, the Consultant shall first notify the City in order that proper steps may be taken to have the change reflected in the Agreement documents.

20. ASSIGNMENT

Consultant shall not assign this Agreement or any of the rights, duties or obligations hereunder. It is understood and acknowledged by the parties that Consultant is uniquely qualified to perform the services provided for in this Agreement.

21. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services in this Agreement.

22. VENUE AND GOVERNING LAW

This Agreement is made, entered into, and executed in Ventura County, California, and any action filed in any court or for arbitration for the interpretation, enforcement or other action of the terms, conditions, or covenants referred to herein shall be filed in the applicable court in Ventura County, California. The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement.

23. COST RECOVERY

In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party shall be entitled to recover its costs and expenses from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

24. ARBITRATION

Cases involving a dispute between City and Consultant may be decided by an arbitrator if both sides agree in writing, with costs proportional to the judgment of the arbitrator.

25. ENTIRE AGREEMENT

This Agreement and the Exhibits attached hereto contain the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

26. CAPTIONS OR HEADINGS

The captions and headings of the various Articles, Paragraphs, and Exhibits of this Agreement are for convenience and identification only and shall not be deemed to limit or define the content of the respective Articles, Paragraphs, and Exhibits hereof.

27. AMENDMENTS

Any amendment, modification, or variation from the terms of this Agreement shall be in writing and shall be effective only upon approval by both parties to this Agreement.

28. PRECEDENCE

In the event of conflict, the requirements of the City's Request for Proposal, if any, and this Agreement shall take precedence over those contained in the Consultant's Proposal.

29. 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 ground that the party prepared the Agreement or caused it to be prepared.

30. WAIVER

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.

31. AUTHORITY TO EXECUTE

The person or persons executing this Agreement on behalf of the Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF MOORPARK

By: _____
Steven Kueny, City Manager

By: _____
_____(Name)_____ (Title)_

Attest:

Maureen Benson, City Clerk

EXHIBIT E

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 \$1,000,000.00 per occurrence for all covered losses and no less than \$2,000,000.00 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 \$1,000,000.00 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. 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 \$1,000,000.00 aggregate.

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. Best's 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 Consultant 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 or reduced 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 or reduction 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 or reduction of coverage 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.

EXHIBIT F

CITY OF MOORPARK
Scope of Work Requirement for Professional Services Agreements
Compliance with California Government Code Section 7550

Consultant shall sign and include this page in any document or written reports prepared by Consultant for the City of Moorpark (City) to which California Government Code Section 7550 (Government Code §7550) applies. Government Code §7550 reads:

“(a) Any document or written report prepared for or under the direction of a state or local agency, that is prepared in whole or in part by nonemployees of the agency, shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of the document or written report; if the total cost for the work performed by nonemployees of the agency exceeds five thousand dollars (\$5,000). The contract and subcontract numbers and dollar amounts shall be contained in a separate section of the document or written report.

(b) When multiple documents or written reports are the subject or product of the contract, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.”

For all Professional Services Agreement with a total dollar value in excess of \$5,000, a signed and completed copy of this form must be attached to all documents or completed reports submitted to the City pursuant to the Scope of Work.

Does the dollar value of this Professional Services Agreement exceed \$5,000?

Yes No

If yes, then the following information must be provided in compliance with Government Code § 7550:

1. Dollar amount of Agreement/Contract: \$ _____
2. Dollar amount of Subcontract: \$ _____
3. Does the total contract amount represent compensation for multiple documents or written reports? Yes No

I have read the foregoing Code section and will comply with Government Code §7550.

Consultant Name

Signature, Title

Date

EXHIBIT G

GENERAL LIABILITY ENDORSEMENT

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

(If no entry appears above minimum required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

CG 20 10 11 85

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EXHIBIT H

WAIVER OF TRANSFER OF RIGHTS

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 04 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US condition (Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of their ongoing operations or "your work" done under a contract with that person or organization and included in the products-completed operations hazard. This waiver applies only to the person or organization shown in the Schedule above.

Sample

CG 24 04 10 93

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