



CITY OF OXNARD

CAPITAL PROJECTS MANAGEMENT

**REQUEST FOR PROPOSAL (RFP)
ENGINEERING DESIGN AND
CONSULTING SERVICES FOR THE**

RECYCLED WATER RETROFIT PROGRAM

**PROPOSALS MAY BE MAILED
OR DELIVERED IN PERSON
TO THE PURCHASING OFFICE AT
300 WEST THIRD ST., SUITE 202, OXNARD, CA 93030**

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

March 30, 2010

**CITY OF OXNARD
REQUEST FOR PROPOSAL**

**ENGINEERING DESIGN AND CONSULTING SERVICES
FOR THE RECYCLED WATER RETROFIT PROGRAM**

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**CITY OF OXNARD
REQUEST FOR PROPOSAL**

**ENGINEERING DESIGN AND CONSULTING SERVICES
FOR THE RECYCLED WATER RETROFIT PROGRAM**

INSTRUCTIONS TO PROPOSERS

PRE-PROPOSAL MEETING

A mandatory pre-proposal meeting for this RFP will be held on March 11, 2010 at 10:00 a.m. in the City of Oxnard Human Resources Activity Room, located at:

City of Oxnard
Human Resources Activity Room
300 West Third Street
Oxnard, CA 93030

RECEIPT AND OPENING OF PROPOSALS

The City of Oxnard invites qualified consultants to submit proposals to provide engineering services for the Recycled Water Retrofit Program. Proposals will be received in the Purchasing Office by **4:00 p.m.** on March 30, 2010.

An envelope containing one (1) executed original and eight (8) copies of the proposal must be sealed and sent to City of Oxnard Purchasing Office, 300 W. Third St., Suite 202, Oxnard, California 93030, Attention: Heather Mooney, Buyer, and must be marked "RFP –Engineering Design and Consulting Services for the Recycled Water Retrofit Program. The envelope must show the proposer's name and address.

Proposals will not be opened publicly. Any proposal received after the established closing date and time will not be accepted and will be returned to the proposer unopened.

Proposals may be withdrawn upon written request at any time prior to the established closing date and time. The proposer or the proposer's authorized agent must sign such request.

EXAMINATION OF REQUIREMENTS

Each proposer must carefully examine the requirements contained herein. Upon receipt of responses hereunder, each proposer shall be thoroughly familiar with all requirements contained herein. The failure or omission to examine any form or document shall in no way relieve a proposer from any obligation in respect to this proposal as submitted. Any misinterpretation of the requirements is solely that of the proposer's.

PREPARATION OF PROPOSALS

As described in Section C “Consultant Qualifications and Responsibilities”, Proposals must be submitted in the following format:

1. Cover letter of introduction
2. Executive Summary
3. Firm Profile and Experience
4. Project Organization and Key Personnel – including subconsultants.
5. Technical Approach
6. Conflict of Interest
7. Exceptions

In addition, any material that will add to the persuasiveness of your proposal may be included.

However, if the materials do not directly address the stated requirements, please include them in an appendix or a separate volume. The City will review and consider all material submitted, but will concentrate on the material that directly addresses the City’s stated needs.

If you are not willing to accept the requirements and conditions of this request for proposal, identify in your proposal all requirements and conditions you do not accept. Failure to identify any such requirements and conditions will be deemed acceptance of all requirements and conditions.

Your proposal must be signed and dated in ink by the owner, partner, or corporate officer of the company, or by an agent duly authorized to represent the consultant under this proposal. Include the name and position held within consultant’s organization.

SITE INSPECTION

Before submitting a proposal, each proposer shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract and to verify any representations made by the City upon which the proposer will rely. If the proposer receives an award as a result of its proposal submission, failure to have made such investigations and examinations will in no way relieve the proposer from its obligation to comply in every detail with all provisions and requirements of the documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the consultant for additional compensation.

ADDENDA AND INTERPRETATION

No interpretation of the meaning of the specifications or other proposal documents will be made to any proposer orally. Proposers are not to contact any individual other than the Buyer. Every request for such interpretation must be in writing and addressed to: Buyer, City of Oxnard, 300 W. Third St., Suite 202, Oxnard, CA 93030 and, to be given consideration, must be received at least seven (7) days prior to the date fixed for the closing of bids. Requests for interpretation

may be faxed to the Buyer at (805) 385-7495. Any and all such interpretations and any supplemental instructions will be in the form of written addenda which, if issued, will be faxed and mailed by certified mail with return receipt requested to all known prospective proposers (at the respective addresses furnished for such purposes), no later than seven (7) calendar days prior to the date fixed for the closing of proposals. Addenda required later than seven (7) calendar days prior to the proposal closing date may cause a postponement in the proposal closing date. Failure of any proposer to receive any such addendum or interpretation shall not relieve such proposer from any obligation under this proposal as submitted. All addenda so issued shall become part of the specifications and contract documents.

AWARD OF CONTRACT

The award of the contract will be made to a responsive and responsible proposer whose proposal best meets the needs of the City. The successful proposer will enter into contract negotiations with the City incorporating all prescribed requirements and conditions of this request for proposal. If the successful proposer refuses or fails to execute the contract offer, the City may consider the next most qualified proposer. The City shall be the sole judge as to the successful proposer.

The City reserves the right to reject any or all responses to this RFP ("RFP") and to waive any informality or irregularity in this RFP or in responses, to negotiate with all qualified sources, or to cancel, in part or in its entirety, this RFP, in the best interest of the City. This RFP does not commit the City to award a contract, or to procure or contract for services or goods.

Before award, proposers may be required to furnish evidence of capability, equipment, and financial resources to adequately perform the job.

The City does not allow a debriefing meeting for consultants who are not selected for the work.

**CITY OF OXNARD
REQUEST FOR PROPOSAL**

**ENGINEERING DESIGN AND CONSULTING SERVICES
FOR THE RECYCLED WATER RETROFIT PROGRAM**

GENERAL TERMS AND CONDITIONS

The following “General Terms and Conditions” shall be applicable to any contract or agreement entered into as a result of this proposal. The terms “proposer”, “consultant” and “firm”, may be used interchangeably in this solicitation and shall refer exclusively to the person, company or corporation with whom the City enters into an agreement as a result of this solicitation.

1. The City may make such investigations as necessary to determine the ability of the consultant to perform the services as required. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, such consultant fails to satisfy the City that the consultant is qualified to carry out the obligations of the contract.

2. The successful firm will be required to enter into a contract with the City using the City’s Standard Agreement for Services. A copy of a sample Agreement is Attachment No. 5 to this Request for Proposal. Provisions include, but are not limited to, indemnification, insurance requirements, applicable compliance to ordinances, laws, regulations and licenses, City business license and other terms and conditions. If a firm is not prepared to accept the terms of these general clauses, the firm should not submit a proposal.

**CITY OF OXNARD
REQUEST FOR PROPOSAL**

**ENGINEERING DESIGN AND CONSULTING SERVICES
FOR THE RECYCLED WATER RETROFIT PROGRAM**

CONSULTANT QUALIFICATIONS AND RESPONSIBILITIES

1.0 INTRODUCTION

A detailed introduction about this project can be found in Attachment 1.

2.0 SYSTEM BACKGROUND AND DESCRIPTION

A detailed system background and description for this project can be found in Attachment 2.

3.0 SCOPE OF WORK

A detailed scope of work for this project can be found in Attachment 3.

4.0 PROPOSAL REQUIREMENTS AND FORMAT

4.1 The proposal shall be concise, well organized, and demonstrate the responder's qualifications and experience applicable to the project, and understanding of the project. The proposal shall be limited to fifty (50) one-sided (8-1/2" x 11") pages, exclusive of resumes, cover letter, graphics, dividers, and front and back cover. Type size and margins for text pages shall result in no more than approximately 500 words per page.

4.2 Proposals will be evaluated based on the information submitted.

4.3 Proposals submitted in response to this RFP shall be in the following order and shall include:

See Attachment 4

4.4 Service Consultants shall submit one (1) executed original and eight (8) copies of the proposal to the office and individual identified on the cover sheet of this RFP. Proposals are due on the date and time identified on the cover sheet and in Attachment 1, Section 1.3 of this RFP.

4.5 Failure to comply with the requirements of this RFP may result in disqualification.

4.6 The City is under no obligation to consider proposals received subsequent to the time and date specified herein.

5.0 PRE-SUBMITTAL ACTIVITIES

- 5.1 All questions regarding this RFP should be addressed to the following City staff:

Heather Mooney, Buyer
300 West Third Street, Suite 202
Oxnard, CA 93030
(805) 385-7497
heather.mooney@ci.oxnard.ca.us

- 5.2 A pre-proposal meeting for this RFP will be held on March 11, 2010 at 10:00 a.m. in the City of Oxnard Human Resources Activity Room.

- 5.3 Revision to the RFP

City reserves the right to revise the RFP prior to the date that proposals are due. Revisions to the RFP shall be mailed to all potential proposers. City reserves the right to extend the date by which the proposals are due.

6.0 SELECTION PROCESS

- 6.1 A Selection Panel (“Panel”) comprised of City staff will be established for this project by City.
- 6.2 The Panel will review and rank the proposals and negotiate with qualified Consultants based on the content of the proposals relative to firm experience, project team experience and qualifications, and past record of performance.

After the firm has been selected, the City will start the process to identify the scope and cost for the project. This process will include the following conditions:

- Consultant will provide full transparency in the build-up of all proposed labor rates.
- Consultant and City will jointly compare the proposed labor rates to industry standards of those in the area.
- Consultant and City will jointly compare the proposed labor multiplier rates to those of the industry in the area.
- Consultant and City will jointly agree upon a labor cost index to be used to determine multi-year escalation where applicable.
- Consultant and City will negotiate allowable level of internal mark-up.
- Consultant and City will negotiate allowable level of mark-up on subconsultants.

- Consultant and City will negotiate the process for reimbursement of direct project expenses (non-labor).
- Consultant and City will negotiate acceptable practices for vehicles and/or mileage reimbursement.
- Consultant and City will discuss and negotiate what level of Consultant executive staff is directly project billable and what level is considered Company overhead.
- Consultant and City will discuss if and when a Consultant employee promotion/demotion within the project term may be grounds for a cost schedule increase/decrease.
- Consultant and City will discuss if and when costs due to employee relocation may or may not be reimbursable.
- Consultant and City will discuss when overtime by Consultant is a legitimate project cost and when it should be absorbed by Consultant.
- Consultant will be required as part of the quantification process to create an integrated responsibility matrix of all design consultants to verify scope coverage without overlap.
- Consultant will be required to prepare a resourced time-scaled staffing proposal to support its cost proposal as part of the negotiation process.

6.3 City may request an interview and/or site visit from any or all of the qualified firms to further assist in the selection process.

6.4 City reserves the right to reject any or all proposals.

7.0 SPECIAL CONSIDERATIONS

7.1 Reservations

This RFP does not commit City to award a contract, to defray any costs incurred in the preparation of a proposal pursuant to this RFP, or to procure or contract for work.

7.2 Public Records

All proposals submitted in response to this RFP become the property of City and, as such, may be public records subject to public review. By submitting a proposal, the consultant waives any right to assert that the City cannot disclose publicly all information in the proposal at such time as the City determines that disclosure is appropriate as required by law.

7.3 Right to Cancel

City reserves the right to cancel, in part or in its entirety, this RFP. If City cancels or revises this RFP, City will notify all proposers in writing.

7.4 Additional Information

City reserves the right to request additional information and/or clarifications from any or all proposers to this RFP.

7.5 Insurance Requirements, Permits, Licenses, Agreement:

The successful firm shall maintain in force at its own cost at all times during the performance of the assignment insurance in accordance with the provisions of Exhibit INS-A attached to the sample Agreement for Professional Services attached to this request for proposal. If the firm cannot or will not provide insurance as identified, the City will not contract with the firm.

7.6 Contractual Requirements:

The successful firm will be required to enter into a contract with the City using the City's Standard Agreement for Services. A copy of a sample Agreement is Attachment 5 to this Request for Proposal. Provisions include, but are not limited to, indemnification, insurance requirements, applicable compliance to ordinances, laws, regulations and licenses, City business license and other terms and conditions. If a firm is not prepared to accept the terms of these general clauses, the firm should not submit a proposal.

7.7 Schedule of Events:

The projected schedule below will be followed during the submittal and review process for this proposal. The dates are tentative and subject to change.

Task No.	Task Description	Task Due Date
1	RFP Distribution Date	February 26, 2010
2	Pre-proposal Meeting	March 11, 2010
3	Proposal Final Filing Date	March 30, 2010

Attachment 1
CONSULTANT QUALIFICATIONS AND RESPONSIBILITIES

INTRODUCTION

- 1.1 The City of Oxnard is requesting proposals to provide engineering design and consultation services for the Recycled Water Retrofit Program.
- 1.2 This request for proposal (RFP) provides the basic description; describes the required scope of services in general terms; defines the selection process; and defines the information that must be submitted to be responsive to this RFP.
- 1.3 Proposals are due on March 30, 2010 at 4:00 p.m. (Pacific time) at the office stated on the cover sheet of this RFP.

Attachment 2 CONSULTANT QUALIFICATIONS AND RESPONSIBILITIES

SYSTEM BACKGROUND AND DESCRIPTION

I. GENERAL INFORMATION:

The City of Oxnard, incorporated as a general law city in 1903, is located about sixty miles west of the Los Angeles Civic Center and about ten miles southeast of the City of Ventura. It is situated near the mouth of the Santa Clara River on a gently sloping alluvial fan commonly known as the Oxnard Plain. The land generally slopes in a southwesterly direction toward the ocean at an average rate of about 10 to 20 feet per mile, or less than one-half of one percent. This flat topography has a major bearing on surface improvements and the corresponding drainage impacts and the associated costs for flood protection. Elevations in the City range from mean sea level to about 100 feet above mean sea level. Today, the City of Oxnard has a population of slightly more than 200,000 residents and its corporate limits cover an area of about 32 square miles.

The City established its Water Division with the purchase of the local water system from Ventura County Power Company in 1912. The Oxnard Municipal Water Department (now known as the Water Resources Division – Water Section) building on Hayes Street was built in 1915 on the site of two (2) original artesian wells and a 150,000 gallon elevated steel storage tank. Today, the Water Resources Division serves a population in excess of 192,000 residents through approximately 38,000 domestic water service connections within the City and outlying areas of Ventura County.

Like many cities in Southern California, the City of Oxnard's water supply is a combination of local groundwater and imported water from Northern California. The future reliability of the import source is uncertain given the State's current drought situation and the pumping restrictions from the San Francisco Bay Delta. In addition, there is also a need to manage the water resources in the Oxnard Plain due to environmental impacts. Water users in the southern Oxnard Plain have relied on groundwater wells mainly for irrigation of crops. Over time, groundwater recharge has not kept up with the rate of withdrawal resulting in a water imbalance condition and potential seawater intrusion. The City of Oxnard looked at these issues comprehensively and established the Groundwater Recovery Enhancement and Treatment (GREAT) Program, a water resources project that combines wastewater recycling and reuse; groundwater injection, storage, and recovery; and groundwater desalination to provide regional water supply solutions for its users.

Treated effluent from the Oxnard Wastewater Treatment Plant (OWTP) is discharged directly to the City-permitted deep ocean outfall and this discharge currently does not contribute to the benefit of the region's water resources. Reclaiming this lost resource is the foundation of the GREAT Program. A cornerstone of the GREAT program is the Advanced Water Purification Facility (AWPF). The AWPF will provide further treatment of the secondary effluent from the OWTP. Initially, 8 to 9 million gallons per day (mgd) of secondary effluent from OWTP will be treated at the AWPF to produce

6.25 mgd of recycled water. Ultimately, the AWPf will be expanded to produce up to 25 mgd of recycled water. The recycled water will conform to California Department of Public Health (CDPH) "Title 22" Recycled Water criteria for groundwater recharge. By treating all recycled water to the most stringent criteria (groundwater recharge criteria), the City has the flexibility to deliver recycled water for (1) irrigation of landscape and edible food crops to reduce agricultural pumping of the local aquifers, and (2) direct injection into the groundwater basin to relieve overdrafted aquifers and serve as a barrier to seawater intrusion.

II. PROJECT DESCRIPTION:

The Phase 1 GREAT Program will feature:

- 6.25 million gallons of water per day from the Advanced Water Purification Facility (AWPF) in the vicinity of the Oxnard Wastewater Treatment Plant (OWTP) will produce high quality water using microfiltration/ultrafiltration (MF/UF), reverse osmosis (RO), and advanced oxidation (UV/AOX) processes. *(not part of RFP)*
- Phase 1A Recycled Water Backbone System *(not part of RFP)*
- Phase 1B Recycled Water Backbone System
- Recycled Water Customer Retrofit Program includes River Ridge Golf Courses, one (1) specific plan (River Park Development), ten (10) parks, twelve (12) schools, one (1) cemetery (Santa Clara Cemetery), one (1) industrial company (International Paper), and landscape medians along Ventura Road.

The Phase 1 GREAT Program recycled water distribution system is presented in Figure 1.

A digital copy of the following existing documents will be made available for use in this solicitation for the Recycled Water Retrofit Program.

- Phase I Recycled Water Backbone System Preliminary Plans prepared by Black & Veatch (December 2009)
- Phase 2 Ventura Road Utility Improvements & Resurfacing Preliminary Plans prepared by Penfield & Smith (December 2009)
- Phase 1 Recycled Water Master Plan prepared by Kennedy Jenks (January 2009)

Attachment 3
CONSULTANT QUALIFICATIONS AND RESPONSIBILITIES

SCOPE OF WORK

The scope of services for this project includes, but is not limited to, providing the necessary professional engineering design and consulting services for Recycled Water Retrofit Program.

Project Management

Consultant shall provide all professional and support services required to manage, control, track and report on the progress of work and expenditures provided under this scope of work, including coordination and management of all consultant's subconsultants. Quality Assurance / Quality Control measures shall be implemented to provide the City with a design that is commensurate with standard industry practices.

Phase 1B Recycled Water Backbone System

Scope of services for this project include, but are not limited to, Phase 1B Recycled Water Backbone System, recycled water laterals, and termination boxes to recycled water customers listed below.

Preliminary Investigations

Consultant conduct all necessary investigations and analyses required to identify and mitigate project issues that could impact or be impacted by construction and operation of the completed project; review and assess regulatory/code and permitting requirements, and review and assess existing data, reports, record documents relative to the project; CEQA compliance, geotechnical investigation; mapping and utility investigation; coordination with utility companies; and traffic impacts.

Consultant shall prepare a Preliminary Investigation Report that identifies all issues that could impact the design, construction and operation of the project; and present strategies to mitigate these issues. Consultant shall be responsible for development of and implementation of all project components required for approval of design, approval of construction and approval of operation of the project.

Design Development

Subsequent to submittal of the Preliminary Investigation Report and receipt of comments by City, Consultant shall develop the design and supporting documentation, in a phased fashion that allows for City review and input prior to preparation of the final design plans and specifications.

Bidding Phase Assistance

Consultant shall provide services to the City to respond to questions during the bidding phase to generate project documents relative to addenda. Consultant shall review Contractor bids and assist City in defining the most responsible and responsive bidder.

Post Design Phase Services

Consultant shall provide assistance to City to review construction contractor submittals and shop drawings for technical compliance; respond to requests for information; to evaluate change orders; witness system tests; prepare as-built record drawings.

Recycled Water Customer Retrofits

Phase 1 GREAT Program recycled water customers include, but are not limited to:

Golf Course:	GC-1:	River Ridge Golf Club
Specific Plan:	SP-1:	River Park Development (implemented recycled water system)
Park:	P-1:	Southbank Park
	P-2:	Sierra Linda Park
	P-3:	Connelly Park
	P-4:	Cabrillo Park
	P-5:	Eastwood Park
	P-6:	Sports Park
	P-7:	Southwest Community Park
	P-8:	Plaza Park
	P-9:	Oxnard Community Park (West, Center, East)
	P-10:	Southwind Park
Oxnard School District:	OSD-1:	Sierra Linda Elementary
	OSD-2:	Marshall Elementary
	OSD-3:	Ritchen Elementary
	OSD-4:	Fremont Intermediate
	OSD-5:	Curren Elementary
	OSD-6:	McKinna Elementary

Oxnard Union High School District:

OUHSD-1: Oxnard High School
OUHSD-2: Pacifica High School

Rio School District:

RSD-1: Rio Del Mar (part of River Park Development)
RSD-2: Rio Del Norte Elementary
RSD-3: Rio Vista (part of River Park Development)

Hueneme Elementary School District:

HESD-1: Hueneme Elementary
HESD-2: Haycox Elementary

Industrial:

IND-1: International Paper

Oxnard:

OS-1: Oxnard School Site
Ventura Road Median

Consultant shall perform, but not be limited to, the following activities for user sites conversion.

- Gather information on the recommended recycled water use sites including as-built, utility information, water/irrigation system configuration & operation, etc.
- Visit each site, meet with recycled water user representatives and document existing conditions.
- Develop preliminary and final layouts for the on-site modifications necessary to accommodate conversion to recycled water for irrigation. The City is in the process of developing a centralized “Rain Master” or similar weather-based irrigation control system for City parks and medians.
- Coordinate with California Department of Public Health (CDPH) and recycled water users regarding proposed conversion modifications.
- Prepare Engineering Report(s) for CDPH, Ventura County Environmental Health, and other regulatory agencies approval.
- Prepare construction bid documents and construction estimates for recycled water user groups (i.e., golf course, specific plan, etc).
- Provide post design services.
- Assist City in preparation of recycled water agreements, customer retrofit payback program, on site training, and cross-connection testing.

Attachment 4

CONSULTANT QUALIFICATIONS AND RESPONSIBILITIES

Executive Summary

Include an overview of the entire proposal describing the highlights of the proposal.

Firm Profile and Experience

Include a profile of the firm including firm history and structure; number and makeup of the firm-wide and local resources; firm corporate office and local office locations; and profiles of at least three (3) representative projects that best demonstrate your qualifications and experience applicable to the services, your knowledge of the local environment, and your record of success as measured by client satisfaction.

The profiles on your representative projects shall identify the Client Contact Persons with telephone numbers, and services provided by the firm.

Project Organization and Key Personnel

Include a description of the proposed project organization, including identification of key personnel and their qualifications, experience, experience with the firm, and project responsibilities, including subconsultants and key personnel.

Technical Approach

Provide a detailed scope of work, technical approach, and proposal schedule that your firm would follow for this assignment. This should include any necessary progress meetings with City Staff and specific output to be generated at various steps and major milestones.

Conflict of Interest

Name of entities associated with Consultant who may have a conflict of interest with any activity of this RFP should be included in the proposal. Provide details and reasons. Consultants are subject to disqualification on the basis of conflict of interest as determined by the City.

Exceptions

Consultant shall certify that they take no exception to this RFP, including but not limited to the provisions of the City of Oxnard Agreement, included as Attachment 5. These provisions will be included in any agreement with Consultant. If the Consultant does take exception to any portion of the RFP, the specific portion of the RFP to which exception is taken shall be identified and fully explained. In particular, any exceptions to the insurance or indemnity provisions of the attached sample agreement must be stated.

Attachment 5

Agreement No. _____

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this _____ day of _____, 2010, by and between the City of Oxnard, a municipal corporation ("City"), and _____ ("Consultant").

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

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

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

1. Scope of Services

Consultant shall furnish City with professional consulting services as more particularly set forth in Exhibit A attached hereto and incorporated by this reference in full herein.

2. Method of Performing Services

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

3. Standard of Performance

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

4. Nonexclusive Services

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

5. Coordination of Services

All services are to be coordinated with (insert position title), subject to the direction of the City Manager or Department Manager.

6. Place of Work

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

7. Correction of Errors

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

8. Time for Performance

All services performed under this Agreement shall be completed pursuant to the schedule provided in Exhibit B attached hereto and incorporated by this reference in full herein. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates _____ as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

Consultant, at Consultant's sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of services under this Agreement, including a City business license.

11. City's Responsibility

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

12. Term of Agreement

This Agreement shall begin on _____, and expire on _____.

13. Termination

a. This Agreement may be terminated by City if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten calendar days from the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

b. This Agreement may be terminated by Consultant if Consultant notifies Manager, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed prior to the date of termination.

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$_____ for services provided under this Agreement at rates provided in Exhibit C attached hereto and incorporated by this reference in full herein.

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

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

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

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

15. Method of Payment

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

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

16. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing services under this Agreement. All expenses incident to the performance of services under this Agreement shall be borne by the Consultant,

including, but not limited to rent, vehicle, and travel, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the services provided for under this Agreement, including, but not limited to any personal property used by employees and agents of Consultant in the performance of such services.

17. Non-Appropriation of Funds

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

18. Records

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

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

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

19. Maintenance and Inspection of Records

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

20. Confidentiality of Information

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

21. Indemnity

Consultant agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly out of, pertain to, or relate to the negligence, recklessness, or willful misconduct from any acts or omissions of Consultant related to this Agreement as performed by Consultant or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on Consultant's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, or passive negligence.

22. Insurance

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

b. Consultant shall, prior to performance of any services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-A. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS-A.

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

23. Independent Contractor

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

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

c. Consultant acknowledges that Consultant and Consultant's employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.

24. Consultant Not Agent

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

25. Conflict of Interest

Consultant shall promptly inform Manager of any contract, agreement, arrangement, or interest that Consultant may enter into or have during the performance of this Agreement that may conflict with City's interests. This requirement includes contracts, agreements and arrangements with manufacturers, suppliers, contractors or other clients whose interests might be served by the services performed under this Agreement and Consultant's or Consultant's clients' interest in land that might be affected by the services. Consultant shall take such measures as are necessary in the performance of this Agreement to prevent actual or appearances of conflicts of interest.

26. Assignability of Agreement

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

27. Successors and Assigns

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

28. Fair Employment Practices

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

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

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

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

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

29. Force Majeure

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

30. Time of Essence

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

31. Covenants and Conditions

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

32. Governing Law

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

33. Compliance with Laws

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

34. Severability

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

35. Waiver

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

36. Counterparts

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

37. Arbitration

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

38. Expenses of Enforcement

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

39. Authority to Execute

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

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

40. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to _____,
_____, _____,
Attention: _____.

b. Any notices to City may be delivered personally or by mail addressed to City of
Oxnard, _____, _____, Oxnard, California 93030,
Attention: _____.

41. Amendment

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

42. Entire Agreement

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

CITY OF OXNARD

CONSULTANT

James Cameron, Purchasing Agent

(name)

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

Alan Holmberg, City Attorney

James Cameron, Risk Manager

APPROVED AS TO CONTENT:

APPROVED AS TO AMOUNT:

(Name), Project Manager

Edmund F. Sotelo, City Manager

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

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

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

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

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

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

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

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

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

ACCORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER B

COVERAGES

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

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

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

CERTIFICATE HOLDER

City of Oxnard
Attn: Risk Manager
Reference No. _____
300 W. Third Street, Suite 302
Oxnard CA 93030

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



Attachment 6

**MUST APPLY IN PERSON
BUSINESS LICENSE APPLICATION**

214 South C Street • Oxnard, CA 93030 • (805) 385-7817 • FAX (805) 385-7836

PLEASE TYPE OR PRINT CLEARLY AND COMPLETE ALL SECTIONS. AN INCOMPLETE APPLICATION WILL NOT BE PROCESSED.

Business Name (DBA)		Starting Date (in Oxnard)	
Corporation, Limited Partnership, Limited Liability Co., Partnership or Trust Name (if different from above)		Federal Employer ID Number*	
Business Address	City State Zip	Building Square Footage (Oxnard Only)	Business Phone
Mailing Address (if different from above)		City State Zip	Expiration Date (City Use Only) 06/30/2010
Type of Ownership ☐ Sole Proprietorship ☐ LLC ☐ Corporation ☐ LLP ☐ Partnership ☐ Trust		Application Request ☐ New Business ☐ Change of Ownership ☐ Amendment ☐ Change of Address	
Notes: (for office use only)			
THIS INFORMATION IS CONFIDENTIAL TO THE EXTENT ALLOWED BY LAW			
List full legal name, title, social security number*, home address*, home phone*, date of birth* and driver's license number* of each owner or trustee. Attach additional sheet if necessary. *Social Security, date of birth, home address, home phone and driver's license numbers are not required if a Corp, LLC or LP registered with the California Secretary of State.			
Name	Title	Social Security No.*	Home Phone
Home Address	City State Zip	Date of Birth	Driver's License No.
Name	Title	Social Security No.*	Home Phone
Home Address	City State Zip	Date of Birth	Driver's License No.
Type of business (Provide accurate, specific description of proposed business operation)		Gross Receipts – estimate gross receipts for a 12-month period. Businesses based outside of Oxnard are to report Oxnard revenue only. \$	
State Resale No.	CA Employer ID No.	State Contractor's No./Class/Expiration Date	
I declare under penalty of perjury that the information and statements contained herein are true and correct to the best of my knowledge and belief. I am aware that any violation of the Oxnard City Code will terminate the business license. (Please see important information on back.)			
Date	Signature of Owner, Member, Trustee or Officer		Title

FOR CITY USE ONLY

Start Date ☐ _____ ☐ ASAP ☐ Bid	Contractors Only: Job Site: _____
Event Dates _____ to _____	
City License No. _____	
Control No. _____ /CC _____	
SIC Code _____	
License Tax \$ _____	← Please refer to license tax schedule of rates: taxes for license tax due
Amendment Fee _____	
Penalties Due _____	
Processing Fee \$25 _____	
TOTAL _____	

PLANNING DIVISION
☐ Approved ☐ Denied Date _____
☐ Zone Clearance No. _____
☐ Home Occupation No. _____
By: _____

To	Date	# pages
Co./Dept.	From	
Phone #	Co. City of Oxnard	
Fax #	Phone #	
	Fax # (805) 385-7836	

By: _____

Attachment 6

IMPORTANT INFORMATION

BUSINESS LICENSE

A business license is a tax you pay every year for operating a business within the City of Oxnard. If the business license is on a fiscal year, the fiscal year is from July 1 through June 30, the business license must be renewed at the beginning of each fiscal year, and becomes delinquent after July 31.

The City will send a renewal notice, however; it is your responsibility as the business owner to renew before the delinquent date. Penalties are assessed for delinquent accounts, regardless of whether you receive a renewal notice or not. If you do not receive a renewal notice by the expiration date of the license, please contact Licensing Services immediately.

WHO NEEDS A BUSINESS LICENSE

Any person who conducts any business, trade, profession, enterprise, establishment or occupation within the city shall obtain a license whether or not the physical business address is in or outside of the City.

WHEN TO GET A LICENSE

A business license is required before conducting any business, trade, profession, enterprise, establishment or occupation – regardless of whether your business is located outside of the city limits or you have a business license from another city.

BUSINESS LICENSE COST

Business license tax is based on the type of business and is calculated either on a flat rate or gross receipts. If the license tax is calculated on gross receipts, you will be required to provide a 12- month estimation of gross receipts.

MORE THAN ONE BUSINESS

If you own more than one business, you will need to acquire a business license for each location and for each type of business. You may be eligible for a branch establishment business license, please contact Licensing Services for further information.

PHYSICAL ADDRESS

Before going to any public agency you should have an exact address for the proposed business. Having an accurate site location is crucial for receiving the correct zoning information and for filing various documents and permits. Private mailbox addresses are for mailing purposes only and cannot be used as a physical business address.

HOME OCCUPATION PERMIT

Persons using their home as a business address must also obtain a Home Occupation Permit from Planning and Zoning. The application form and Rules & Regulations are available at Licensing Services however any questions regarding the home occupation permit process should be directed to Planning and Zoning. The home occupation permit is a one-time fee unless you move within the City.

ZONE CLEARANCE

Every business located in a commercial location within the City must also obtain a Zone Clearance Permit from Planning and Zoning to see if the building you intend to occupy is suitable for your type of business. The application form is available at Licensing Services however any questions regarding the zone clearance process should be directed to Planning and Zoning. The zone clearance permit is a one-time fee unless you move within the City.

SIGNS

Check with Planning and Zoning before using or installing any type of permanent or temporary sign including those on walls, windows, banners and captive balloons.

VENDORS: SOLICITORS/PEDDLERS

If you solicit or peddle door to door in the residential areas of Oxnard, you are required to obtain a vendors permit. Contact Licensing Services for further information.

DANCING & ENTERTAINMENT

Any establishment, which conducts or offers dancing, must obtain a dance permit. If your establishment offers entertainment, you must contact Planning and Zoning for approval. Any dancing or entertainment in a commercial location that has more than 25 persons in attendance requires licensed and bonded security guards and a business license.

DO I NEED TO COME IN PERSON TO APPLY?

If your business is physically located within the city limits of Oxnard, you must apply in person or your application will not be accepted. If your business is located outside the city limits, your license can be processed by mail or fax.

FORMS OF PAYMENT

We accept Check, Cash, Visa or MasterCard as forms of payment.

EXEMPTIONS

If you collect retirement benefits, are a non-profit organization, have a valid Public Utilities Commission (PUC) Permit or Motor Carrier Permit (MCP), you may be exempt from the requirement to pay a business license tax. Please contact Licensing Services to discuss.

Attachment 6



LICENSE SERVICES

214 South C St., Oxnard, CA 93030-5790 • Phone (805) 385-7817 • Fax (805) 385-7836

2009-10 LICENSING SCHEDULE OF RATES & TAXES

Rate Code: 01

Classification Code Description: PROFESSION/OCCUPATION SERVICE

Business License Expiration Date: June 30, 2010

The business license tax is calculated based on the number of persons practicing his/her profession (licensed by the state and/or person in charge) \$195.00 each plus \$16 per employee (clerical support staff) whether they are full-time or part-time. Part-time professionals or employees are counted as one (1) professional or one (1) employee.

Businesses located outside of Oxnard may report only the number of professionals or employees working in the City of Oxnard at one time.

Number of Professionals	_____ X \$195.00	= \$ _____ (1)
Number of Employees	_____ X \$ 16.00	= \$ _____ (2)
Total Tax	(Add lines 1 & 2)	= \$ _____ (3)
Pro Rate Tax	(Multiply line 3 x 50%)	= \$ _____ (4)
Add Penalty - if applicable	(Line 4 X Penalty _____ %)	+ \$ _____ (5)
Add Processing Fee	Processing fee must be included w/ payment	+ \$ <u>25.00</u> (6)
Total Tax/Fee Due	(Add lines 4, 5 & 6)	= \$ _____

OR

You may also choose to pay the business license tax based on the amount of gross receipts. Please see attached.

OCC section 11-1(F) EMPLOYEE - Any person engaged in conducting any business and earning regular wages or salary or directly participating in the profits of the business, including, but not limited to, owners, any member of an owner's family, proprietors, officers, directors, partners, managers, operators, trustees, trustors, beneficiaries, associates, salespeople, solicitors and joint venturers, but not including independent contractors.

As an employer, if you are hiring independent contractors (not an employee) you should make sure that they comply with the business license requirements of the City of Oxnard. All independent contractors, paid on a "1099" must contact License Services for licensing requirements. Do not include them as your employee(s).

OCC section 11-1(I) INDEPENDENT CONTRACTOR - Any person engaged to aid in the business of another person and compensated through commission or in any manner other than regular wages or salary or direct participation in the profits of the business.

All business license tax reports are subject to audit (Oxnard City Code section 11-14).

I declare under penalty of perjury that the foregoing is true, correct and complete.

Name of Business

Control No. / License No.

Signature

Print Name / Title

Date / Phone No.

PLEASE RETURN THIS FORM WITH THE APPLICATION



Attachment 6

LICENSE SERVICES

214 South C Street, Oxnard, CA 93030-5790 • Phone (805) 385-7817 • Fax (805) 385-7836

2009-10 LICENSING SCHEDULE OF RATES & TAXESRate Code: **31**Classification Code Description: **RETAIL & GENERAL BUSINESS**Business License Expiration Date: **June 30, 2010**

The business license tax is calculated based on gross receipts from the last completed tax year for your business OR in some cases, cost of operations EXCLUDING – beer, liquor and wine sales, sales tax, federal excise tax and state and federal gasoline tax. See reverse for definition of gross receipts AND cost of operations, you may be over reporting.

Gross Receipts Range	Minimum Gross Receipts (2)	Tax Rate (4)	Base Tax (6)
\$ 0 - \$ 53,000	\$ 0	N/A	\$ 85
\$ 53,001 - \$140,000	\$ 53,001	0.00140	\$ 85
\$140,001 - \$279,000	\$140,001	0.00084	\$208
\$279,001 - \$559,000	\$279,001	0.00070	\$324
\$559,001 - Over	\$559,001	0.00060	\$521
*** Annual Gross Receipts	12- Mo. Estimate **	\$ _____ (1)	
Deduct Minimum Gross Receipts (2)		- \$ _____ (2)	
=		= \$ _____ (3)	
Multiply by Tax Rate (4)		X _____ (4)	
=		= \$ _____ (5)	
Add Base Tax (6)		+ \$ _____ (6)	
Total Tax	(Add lines 5 & 6)	= \$ _____ (7)	
Pro Rate Tax	(Line 7 divided by 2)	= \$ _____ (8)	
Add Penalties	(Line 7 X Penalty _____ %)	+ \$ _____ (9)	
Add Processing Fee	Processing fee must be included w/ payment	+ \$ <u>25.00</u> (10)	
Total Tax/Fee Due	(Add lines 8, 9 & 10)	= \$ _____	

NOTE:
If the annual gross receipts are \$53,000 or less, you must report your gross receipts but no calculation is required. The total tax and processing fee due is \$67.50. Once you elect to pay on gross receipts you may not reverse it to the flat rate.

Per City Code section 11-10 (C) If the amount of the license tax to be paid by the applicant is measured by gross receipts, the applicant shall estimate the gross receipts for a period of one full calendar year. Such estimate, if accepted by the collector as reasonable, shall be used to determine the amount of license tax. However, the amount of such license tax is only provisional. (D) At the end of the license period, the collector may request the licensee to verify gross receipts or cost of operations. Within 30 days of the request, the licensee shall report to the collector the gross receipts or the cost of operations during the license period, and the license tax will be redetermined. If the licensee underpaid the redetermined license tax, the licensee shall immediately pay the amount due. If the licensee overpaid the redetermined license tax, the collector shall refund the overpayment.

*** If your business is located in Oxnard, each renewal period you will be required to submit verification of the gross receipts of your business such as a copy of the income tax return for the business (i.e.: Schedule C, Form 1065, Form 1120, Form, Form 8825, 1120S-S Corp, Schedule E, profit & loss statement, financial statement, or sales tax returns) from the last completed business tax year. The City does not require a copy of your entire tax return. All documents submitted will not be returned.

*** If your business is located outside of Oxnard, each renewal period you will be required to submit verification of the gross receipts of your business (i.e.: financial statement, ledger report or report of invoices generated in Oxnard) from the last completed business tax year. Be sure to report the revenue generated only in Oxnard. All documents submitted will not be returned.

All business license tax reports are subject to audit (Oxnard City Code section 11-14).

I declare under penalty of perjury that the foregoing is true, correct and complete.

Name of Business

Control No./License No.

Signature

Print Name / Title

Date / Phone No.

PLEASE RETURN THIS FORM WITH THE APPLICATION