



CITY OF OXNARD
REQUEST FOR PROPOSALS
FOR
THIRD PARTY LIABILITY CLAIMS ADMINISTRATION SERVICES

NOTICE IS HERBY GIVEN that the City of Oxnard, hereinafter referred to as the “City”, will receive up to, but not later than **5:00 p.m. on the 1st of April, 2010**, proposals for award of a contract for the administration of its self-insured liability and property programs.

All proposals shall be made in the format specified by the City. Proposals shall be delivered to the:

Finance Department
300 West Third Street, Suite 302
Oxnard, CA 93030
Attn: Sabrina Rodriguez, Financial Analyst

Information may be obtained by contacting Sabrina Rodriguez, Financial Analyst, at 805-385-7456.

CITY OF OXNARD

Request for Proposal Third Party Liability Claims Administration

This is a Request for Proposal to select Third Party Liability Claims Administrator(s) for the City of Oxnard.

To be considered responsive, contractors must bid in accordance with the requirements, specifications, commercial terms, and provisions as described and set forth herein.

This Request for Proposal is set out in the following format:

- Section I: Introduction and Instructions
- Section II: Proposal Response Requirements
- Section III: Scope of Work
- Section IV: Sample Consulting Services Agreement

CLOSING TIME AND DATE:

PROPOSALS ARE DUE THURSDAY, APRIL 1, 2010, BY 5:00 PM

Proposals received after 5pm, Thursday, April 1, 2010, will **NOT** be considered.

SECTION I INRODUCTION AND INSTRUCTIONS

Introduction

This is a Request for Proposal to solicit offers from qualified Third Party Liability Claims Administrators interested in contracting with the City of Oxnard to provide Claims Administration Services as outlined in the Scope of Work.

Proposed Time Schedule

Proposals Due:	April 1, 2010 by 5:00 pm
Interviews/Site Visits:	April 19-23, 2010
Final Selection:	May 2010
Contract Effective date:	July 1, 2010

Instructions and Procedures for Submittal

1. Two originals (marked original) of the proposal must be submitted to the following address:

Finance Department
300 West Third Street, Suite 302
Oxnard, CA 93030
Attn: Sabrina Rodriguez, Financial Analyst
2. All proposals must be submitted on standard 8.5" by 11" paper, printed, and bound. All pages should be numbered, tabbed, and identified sequentially by section.
3. Proposal must be accompanied by a cover letter with an affixed signature of an individual authorized to bind the proposing entity.
4. Response to this RFP must follow the format specified in Section II. Response should be in printed form (except where noted), concise, straightforward, and must fully address each requirement and question.
5. Proposal must be valid for a period of 90 days from the due date.
6. The City reserves the right to negotiate with any contractor as necessary to serve the best interests of the City and negotiate the final contract with the most responsive, responsible contractor. City reserves the right to waive, at their discretion, any irregularity or informality which the City deems correctable or otherwise not warranting rejection of the RFP. City reserves the right to reject any and all proposals and to accept any proposal or portion thereof. No obligation, either expressed or implied, exists on the part of the City, to make an award or to pay any costs incurred in the preparation or submission of a proposal. All costs associated with the preparation of submission of proposals covered by this RFP are solely the responsibility of the contractors.

7. All proposals shall become the property of the City; proposals must not be marked as confidential or proprietary. The City may refuse to consider a proposal so marked. Information in proposals will become public information and subject to disclosure laws. The City reserves its right to make use of any information or ideas in the proposal.
8. There will be no public opening of proposals. Prices and other proposal information will not be made public until the proposal is awarded. At that time, the executed contract will become public information.
9. After the proposal due date, evaluation will commence.
10. The City may require contractors found most responsive and responsible to make demonstrations or provide site visits during the proposal evaluation process. If presentations are required, contractors shall provide representatives capable of explaining, in detail, the proposed services and addressing all questions.
11. If the contract is awarded, it will be to the responsible contractor whose proposal is deemed to be in the best interests of the City, and whose proposal best meets the requirements of the RFP documents and any addenda thereto, except for irregularities waived by the City. Written notification will be made to unsuccessful contractors.
12. All contractors must submit information that indicates specific qualifications to complete the work to be done as defined herein. Specifically, the City is interested in contracting with a contractor who has had experience in the claims administration of self-insured liability and property programs for other municipalities. Each contractor shall submit with the proposal, a list of clients for whom similar work has been performed in the past five (5) years. The reference list shall include the names and addresses of the client, the name, title and telephone number of each client's manager, and the dates the work was performed. During the evaluation and selection process, the City may contact each of the referenced clients. Contractors are hereby advised that the City maintains the sole and exclusive right to determine whether or not the contractor can perform the work to be done.
13. The City reserves the right to negotiate the final agreement with any contractor as necessary to serve the best interests of the City.

SECTION II PROPOSAL RESPONSE REQUIREMENTS

Each contractor shall complete this portion of the RFP by discussing each item in the order presented. Responses to this Section will be analyzed by the City to determine the recommendation of the successful contractor. Responses must be legible, clear, accurate, complete, and must be signed by an authorized representative.

A. Cover Letter

Proposal must be accompanied by a cover letter, signed by an individual authorized to bind the proposing entity. An unsigned proposal is grounds for rejection. The cover letter includes an introduction of the company and statement of professional qualifications.

B. Company Profile

Please submit the following information:

1. Name, address, telephone and fax numbers, and Federal Employer I.D. Number.
2. Organizational chart
3. Number of years of experience your company has had in providing related, or equivalent, services.
4. Relevant comparable contracts completed during the last five (5) years. Please indicate the year of the contract, the type of contract, and the contracting agency.

C. Qualifications of Personnel and Resumes

The contractor shall furnish a personnel staffing plan with sufficient information for evaluating the quality and competence of the personnel dedicated to the account. The City, in its assessment of the proposal, will place considerable emphasis on the commitment by the contractor to provide qualified personnel for the execution of the contract. The contractor shall provide resumes in outline form for the Project Manager and/or key personnel committed to the account. Contractor shall also include the number and type of additional support personnel who will be assigned to the project.

The resume format should be as follows:

Name

Classification

Education – Show degrees earned and certifications, school, and year of completion.

Summary of Experience – Summarize experience as it relates to municipal liability insurance claims adjusting.

D. References

Provide a list of clients for whom your company has provided Liability and Property claims administration services in the past five (5) years. Indicate the scope of the work performed for each of the referenced clients; the name of the client; address and telephone number; the name of each client's contact person; and the annual dollar volume of claims processed for each client.

E. Overview and Approach

Contractor must include in this section its understanding of managing a municipal liability claims program.

Contractor must include its approach to providing efficient and effective third party claims administration services. Include your proposed administrative procedures, areas of responsibility, and service delivery time frame. Additionally, list proposed staffing and describe the transition plan and implementation of the contract.

Contractor must reference all corresponding itemized numbers as listed in the Scope of Work and must note any services not provided by the firm. Contractor shall also list any resources, assistance from the City, or other items expected to be provided by the City.

Contractor shall itemize those services which are further required in the servicing of the account but are not noted in the aforementioned paragraphs as requirements and will entitle this section as Additional Services.

Contractor shall submit samples of standard monthly reports and samples of specialized reports available to the City. Please specify which reports are to be included at no additional cost and which reports are available at an additional cost. Please specify cost for each report. If reports are available on disk, please list the available formats, and any additional costs.

F. Compensation Schedule

Contractor shall provide detailed cost information of services on a monthly and annual, or per file basis, and include all costs associated for the scope of work provided.

G. Validity of Proposal

Contractor shall state the length of time for which the proposal shall remain valid. The City requires a period of at least ninety (90) days.

H. Certificates of Insurance

Contractor shall demonstrate the willingness and ability to submit proof of the required insurance coverage as set forth in the *Sample Consulting Services Agreement (Section IV)* within 10 days of award of contract.

I. Evaluation Criteria

The City will evaluate each contractor's proposal to determine the responsiveness of each proposal to the specified requirements. The evaluation process will address the suitability of the contractor's proposal with respect to the elements of the proposal, as well as other elements determined to be in the best interests of the City.

The most qualified company to provide the requested services will be selected based on, but not limited to the following criteria:

1. Experience, particularly of staff assigned to supervise and administer the contract and their experience in handling municipal liability claims.
2. Demonstrated knowledge of public agencies, particularly municipalities.
3. Location of company and availability of staff assigned to the City.
4. Quality of references.
5. Proposed costs.
6. Content and form of written proposal.
7. Interview (if any).

These criteria are in random sequence and are not considered in any rank order of importance. Based on an evaluation of the proposals using the above criteria, the most qualified companies may be scheduled for interview with City staff.

SECTION III SCOPE OF WORK

The City will require the following services from the selected Claim Administrator. Please include all services requested in the fee quoted.

1. **General:** (a) Contractor agrees to administer the City's self-insurance retention program and shall act as the City's representative in connection with the investigation, adjustment, processing, supervision and resolution of general liability, motor vehicle liability, property damage and potential money damage claims asserted by third parties against City, or against parties for whom City is alleged to be legally responsible, which are premised upon allegations of willful, intentional, negligent or careless acts and/or omissions. (b) City will authorize contractor to settle any and all claims and cases in an amount not to exceed \$15,000.
2. **Investigative Services:** Contractor will provide complete investigative services including, but not limited to:
 - (a) Receipt and examination of all reports of accidents, incidents, or claims that are or may be the subject of claims.
 - (b) Investigate accidents, incidents, or claims where the examination warrants such investigation to include on-site investigation, photographs, interviewing of witnesses, determination of losses and other such investigative services necessary to determine any City losses, but not to include extraordinary investigative services outside the expertise of the contractor.
 - (c) Maintain service on a 24-hour, 7 days per week basis, to receive telephone reports of any incident or accident which may be the subject of a liability claim, and provide immediate investigative services to the extent necessary to provide a complete investigation.
 - (d) Undertake items of investigation requiring special handling for City at the direction of the City Attorney or authorized representative.
3. **Adjustment Services:** Contractor will provide complete adjustment services on each accident or incident which is or may be the subject of a claim. Such services shall include:
 - (a) Maintain a claim file on each potential or actual claim reported.
 - (b) Process any such claim or potential claim for settlement in accordance with instructions and policies of City for settlement of such claims.
 - (c) Notify City's primary and excess carriers of all claims which exceed or may exceed City's self-insurance retention.
 - (d) Act as liaison between the insurance carriers and the City on matters affective the adjustment of such claims.
 - (e) Maintain records on any such claim and notify City when City is entitled to reimbursements for loss in excess of retention.
 - (f) Obtain settlement agreements and releases upon settlement of claims or potential claims not in litigation.
 - (g) Litigation management at direction of City Attorney.

4. Administrative Services: Contractor will provide the following administrative services:

- (a) Assist in training at the request of the City.
- (b) Assist City in preparing accident kits for City vehicles.
- (c) Assign a principle account adjuster satisfactory to City to provide liaison between City and contractor.
- (d) Provide tabulated monthly statistical reports and status reports of all reported claims. Monthly reports shall indicate the status of each reported open claim, the outstanding reserves for each claim and details of all claim payments during the month. The status report shall be delivered to the City Attorney and Risk Manager within fifteen days of the close of each calendar month.
- (e) Periodically review and adjust reserves on all open claims.
- (f) Assist City Attorney in selection of special counsel, if requested.
- (g) Establish and maintain a bank account which shall be used exclusively for payment of claims against the City and related defense costs.
- (h) Administer a bank account in conformance with the agreed City procedures.
- (i) Investigate and handle through conclusion telephone adjusted claims.
- (j) Prepare monthly Watch List for the Liability Review Committee.
- (k) Attend meetings and prepare status reports at the request of the City Attorney, for meetings of Liability Review committee.
- (l) Prepare an Internal Revenue Service Form Number 1099 for service providers as required by the Internal Revenue Code.
- (m) Provide loss information for the City's annual excess liability application.

5. Legal Support Services: Contractor will provide the following legal support services on each claim in which a third party claimant has commenced or threatened to commence litigation:

- (a) Upon notification by the City Attorney that litigation has been filed on an open claim, meet with special counsel and provide special counsel with all information and files concerning the claim.
- (b) Cooperate with and assist any attorney assigned to litigation of open claims and provide such investigative services as directed during pre-trial and trial stages.
- (c) Assist in answering any interrogations or requests for admissions filed by third parties.
- (d) At the request of the City Attorney, attend mandatory settlement conferences on behalf of City.
- (e) At the request of the City Attorney, appear on behalf of City in small claim actions filed against City on open claims handled by contractor.
- (f) Review, evaluate, and monitor special counsel statements of services.
- (g) Regularly and reasonably discuss and review investigation issues, discovery, and case strategy with special counsel.
- (h) Review case evaluations, correspondence and status reports forwarded to contractor by special counsel.
- (i) Cooperate with special counsel as a team with an open communication approach on each case to obtain the most economical and best result for the City.

SECTION IV
SAMPLE CONSULTING SERVICES AGREEMENT

AGREEMENT FOR CONSULTING SERVICES

This Agreement for Consulting Services (“Agreement”) is made and entered into in the County of Ventura, State of California, this _____ day of _____, 20____, by and between the City of Oxnard, a municipal corporation (“City”), and _____ (“Consultant”).

WHEREAS, City desires to hire Consultant to perform certain consulting services specified herein; and

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

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

1. Scope of Services

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

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 from any acts or omissions related to this Agreement 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, passive negligence, or acts for which Consultant or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on Consultant's behalf would be held strictly liable.

22. Insurance

a. Consultant shall obtain and maintain during the performance of any services under this Agreement the insurance coverages as specified in Exhibit _____, 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 _____. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit _____.

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

NOTE: Only use “APPROVED AS TO AMOUNT” when amount of agreement is over \$100,000.

If the Agreement is to be approved by the City Council, use the Mayor's name and title under CITY OF OXNARD and add an “ATTEST” and “APPROVED AS TO CONTENT” signature block for the City Clerk AND Department Head. If the Consultant is represented by an attorney, add an “Approved as to Form” signature block for the Consultant's attorney, as well as for the City Attorney. Delete this Note after arranging signature blocks.

**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

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER		POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	
Telephone:		☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which)	
NAMED INSURED		APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered	
		CITY AGREEMENTS/PERMITS	
TYPE OF INSURANCE			
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made ☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____ ☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence		OTHER PROVISIONS	
COVERAGES	LIABILITY LIMITS IN THOUSANDS \$		
	EACH OCCURRENCE	AGGREGATE	
☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____			CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: () _____
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:			
1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001. Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			
CITY OF OXNARD Attn: Risk Manager Reference No. _____ 300 W. Third Street, Suite 302 Oxnard, CA 93030		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () _____ Date Signed: _____	

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")					
PRODUCER		POLICY INFORMATION:			
Telephone:		Insurance Company: Policy No.: Policy Period: (from) _____ (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits			
NAMED INSURED		with an Aggregate of \$_____ applies to . coverage. ☐ Per Occurrence ☐ Per Claim (which)			
		APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:			
		CITY AGREEMENTS/PERMITS			
TYPE OF INSURANCE			OTHER PROVISIONS		
☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER					
LIMIT OF LIABILITY			CLAIMS: Underwriter's representative for claims pursuant to this insurance.		
\$_____ per accident, for bodily injury and property damage.			Name: _____ Address: _____ _____ Telephone: () _____		
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:					
1. INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).					
Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.					
ENDORSEMENT HOLDER					
CITY OF OXNARD Attn: Risk Manager Reference No. _____ 300 W. Third Street, Suite 302 Oxnard, CA 93030		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () _____ Date Signed _____			