

**CITY OF MOORPARK**  
**REQUEST FOR PROPOSALS**  
**FOR**  
**ENGINEERING DESIGN SERVICES**  
**HIGH STREET IMPROVEMENT PROJECT –**  
**PHASE 2**

**Proposal Submittals Due By:**  
**April 2, 2026, at 3:00 P.M.**

**Public Works Department**  
**323 Science Drive**  
**Moorpark, California 93021**  
**Attention: Daniel Kim, City Engineer/Public Works Director**

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REQUEST FOR PROPOSALS  
FOR ENGINEERING DESIGN SERVICES  
HIGH STREET IMPROVEMENT PROJECT – PHASE 2

**PUBLIC NOTICE** IS HEREBY GIVEN that the City of Moorpark is requesting proposals for Engineering Design Services for the High Street Improvement Project – Phase 2. Proposals must be received by 3:00 p.m. on April 2, 2026, by the City Clerk's Office at: City of Moorpark, City Clerk's Office, 323 Science Drive, Moorpark, CA 93021 (Attn: Daniel Kim, P.E., City Engineer/Public Works Director). Submissions received after this deadline will be rejected. Submissions by facsimile or electronic mail will not be accepted.

The successful proposer will be required to demonstrate experience working on similar projects. Additional information may be obtained on the City website at [www.moorparkca.gov/bids](http://www.moorparkca.gov/bids). The **Technical Proposal** and **Cost Proposal** must be submitted in separate, sealed envelopes, clearly identified, and marked:

**Proposal for  
Engineering Design Services for the  
High Street Improvement Project – Phase 2**

Proposals shall consist of two sealed envelopes as follows:

- The **Technical Proposal** envelope shall include one signed physical copy and one digital copy of the Technical Proposal. Please indicate "High Street Improvement Project – Phase 2, Technical Proposal" on the envelope.
- The **Cost Proposal** envelope shall include one signed physical copy and one digital copy of the Cost Proposal. Please indicate "High Street Improvement Project – Phase 2, Cost Proposal" on the envelope.

Digital copies may be provided on CD, DVD, flash drive, or similar digital device. Digital devices will not be returned.

Any inquiries regarding this Notice of a Request for Proposals should be directed to Daniel Kim, City Engineer/Public Works Director, at (805) 517-6255 or by email at [dkim@moorparkca.gov](mailto:dkim@moorparkca.gov).

## 1.0 Introduction and Overview

The City of Moorpark is requesting proposals from qualified firms to provide professional engineering design services and the preparation of plans and specifications for the High Street Improvement Project – Phase 2. The City recently completed streetscape improvements primarily along the south side of High Street, between Walnut Street and Magnolia Street, with the goal to create and foster a vibrant, safe, and pedestrian-friendly “downtown district” atmosphere within, and along, the public right-of-way. Phase 2 for High Street is to continue and extend the recent streetscape improvements to the north side of High Street, from Moorpark Avenue to Spring Road, and on the south side from the North Metrolink Station to Spring Road. The project will consist of community engagement and preparation of final plans and specifications for the design and construction of streetscape improvements that will include landscape enhancements, decorative flatwork, improved pedestrian facilities, bike lanes and bike facilities, street furnishings and public amenities, pavement rehabilitation, and street signage.

The Moorpark City Council has identified Strategic Economic Development as a primary goal with a stated objective to “attract and support business leaders dedicated to developing a local economy that has unique business centers and is a desirable destination for a wide spectrum of shopping, entertainment, tourism, and employment needs for its current and future residents, with a continued emphasis on High Street.” Phase 2 of the High Street Improvement Project will be a key deliverable toward achieving this goal.

In addition to creating a downtown district, the design of the streetscape improvements along High Street will incorporate the following features and elements:

- Improve connectivity and mobility for all modes of transportation and users including pedestrian facilities, bicycles, and public transit.
- Incorporate traffic calming features along High Street and pedestrian crossings with bulb-outs.
- A bollard system, or barriers, that can be used to close and secure High Street from vehicular traffic for street fairs and public events.
- Coordinate with the City’s Economic Development team for installation/placement of wayfinding signage and establish High Street’s “sense of place and area.”
- Extend the existing streetscape improvements and aesthetics to complete High Street.

Proposers must have sufficient expertise and experience to complete the work described in the Scope of Services, Section 3.0, which includes the following elements:

### **Required Elements**

1. Topographic and existing underground utility survey.
2. Community engagement and preparation and development of preliminary plans.
3. Final Plans, Specifications and Cost Estimates
  - Street improvements
  - Intersection improvements at Magnolia Street and Spring Road
  - Landscape and irrigation improvements
  - Streetscape improvements including site furnishings and amenities
  - Storm drainage improvements
  - Signing and striping improvements
  - Electrical systems and street lighting improvement plan

### **Optional Element**

1. As an optional task, proposer shall provide preliminary engineering support services to incorporate a bollard system to secure High Street from vehicular traffic at four (4), minimum, locations. The installation of bollards is pending City Council direction and the City may provide the selected Consultant with more information after the award of an agreement.

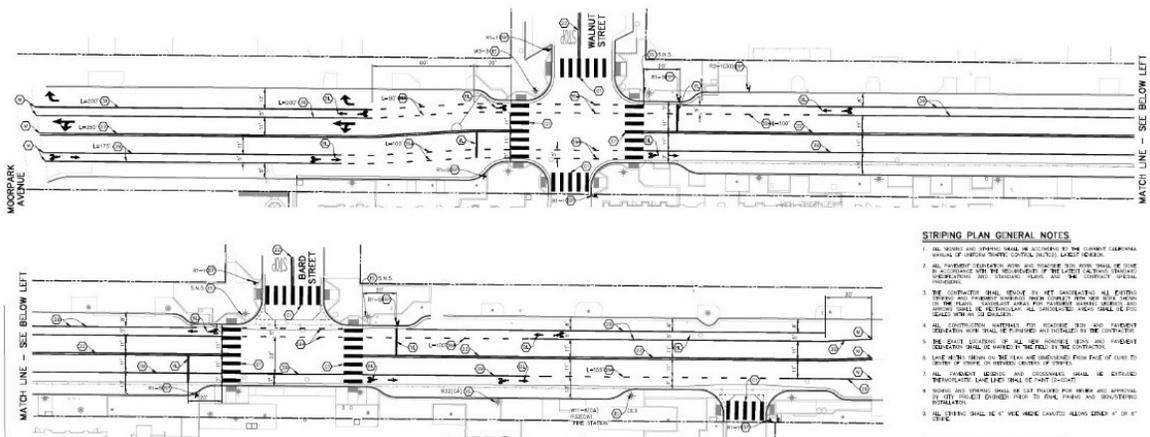
## 2.0 Background

Incorporated in 1983, the City of Moorpark is a suburban city located approximately 50 miles northwest of downtown Los Angeles, in southeastern Ventura County, at the intersection of the 23 and 118 Freeways. The City has a population of approximately 35,000 residents and covers approximately 12.5 square miles.

In 2025, the City completed significant streetscape improvements along High Street, primarily along the south side between Walnut Street and Magnolia Street, with the following scope of improvements:

- Approximately 1,100 feet of new sidewalks, curb, and gutter.
- Street pavement rehabilitation including AC overlay, signing, and pavement striping improvements.
- Enhanced bicycle safety improvements and facilities.
- Reconstruction of the intersections at Bard Street and Walnut Street to include bulb-outs and pedestrian safety improvements.
- Streetscape improvements including landscape, irrigation, decorative flatwork, and furnishings (benches, bike racks, trash receptacles, etc.) that are consistent with the High Street Depot development project architecture.
- Street lighting and electrical improvements.
- Utility infrastructure improvements including storm drainage and domestic water.

The construction and completion of these new improvements along the south side of High Street is now referred to as “Phase 1” and is an important milestone in the City’s efforts to establishing a “downtown district.” The following images highlight the recent streetscape improvements from Phase 1.





Reconstructed High Street/Walnut Street with pedestrian bulb-outs and crossing improvements.



Newly, reconstructed High Street/Bard Street

The Downtown Area, and most notably High Street, has undergone significant growth and changes including new commercial and retail businesses, a new parking lot facility for the Metrolink Moorpark Station, new mixed-use and residential developments, and the active construction of the future City Library. The goal for Phase 2 is to complete the streetscape improvements for all of High Street that will further establish its identity and “sense of place,” while at the same time continue to foster the growth and development for current and future residents and business owners.

### 3.0 Scope of Services

The Scope of Services should incorporate the Required Elements into the project deliverables. Proposers may also provide recommendations in the scope of work that will assist in the City's goal to establishing a pedestrian friendly, downtown district on High Street.

The proposer's scope of services shall include the following:

#### **Task 1: Project Management**

##### 1.1 Kick-Off and Project Review Meetings

Consultant shall prepare and conduct project review meetings, including a kick-off meeting, with the City's Project Manager and key staff members to establish project scope, deliverables, proposed schedule, communications protocol, collaboration with stakeholder agencies, and track project milestones. Consultant shall prepare meeting minutes and keep all records of formal communications and documents. For budgetary purposes, Task 1.1 shall include the following:

- Kick-off Meeting – one (1) meeting, in person
- Project Review Meeting – monthly, combination of in-person and virtual
- Project Agency Coordination Meeting – up to three (3) meetings with California Department of Transportation (Caltrans), City's Design Review and Transportation & Public Works Standing Committees
- City Council Meeting – one (1) meeting, in person or virtual

##### 1.2 Project Management, Schedule and Scope of Work

Consultant shall prepare and manage project schedule, scope of work, and project deliverables/milestones. Project schedule shall be discussed and reviewed during the monthly project review meetings. Consultant shall manage all design submittals to the City and Caltrans and ensure timely delivery of any review responses for consideration.

Consultant shall designate a Project Manager to the City that will be the primary contact person for the duration of the project. The Consultant Project Manager will be responsible for the deliverables outlined in Section 3, Scope of Services. Project Management services shall include, but not be limited to, the following:

- Monitor and track all required permits and agency submittals.
- Routinely review project files to ensure conformance to approved City, Caltrans, and County (if applicable) standards.
- Review and respond to all agency correspondence, including requests for clarification, plan review submittals, etc.
- Coordinate the review and approval of design documents.

- Process all project documentation per City requirements in standard formats.

## **Task 2: Existing Site Review, Utility Research, and Data Collection**

Consultant shall conduct a site visit and field investigation of High Street to review and document existing conditions and identify potential constraints. The City will provide to the Consultant all available As-Built/Record Drawings of existing improvements on High Street. The Consultant shall determine, obtain, and/or collect, any additional data needed necessary to complete Task 3.

## **Task 3: Topographic and Boundary Survey/Mapping**

Consultant shall establish and perform project survey and prepare topographic mapping for the project. Survey control shall be tied to the National Spatial Reference System (NSRS). Final coordinates shall be horizontally based on the California Coordinate System of 1983 (CCS83) and vertically on the North American Vertical Datum of 1988 (NAVD88). Topographic mapping shall include, but not be limited to, the following:

- Existing street features such as paving limits, centerlines, flow lines, curb lines, tops of curbs, gutters, sidewalks, local depressions, and parkways.
- Grade breaks and sump conditions.
- Existing street trees and identification of the historic pepper tree grove.
- All storm drainage facilities including invert elevations, curb inlets, manholes, junction structures, parkway and curb drains, and grated inlets within and along the sidewalks.
- All County Waterworks facilities including domestic water and sanitary sewer improvements and facilities, sewer manholes, cleanouts, water valve covers, water meter boxes, and fire hydrants.
- All utilities including Southern California Edison facilities, power poles and overhead lines, telecommunications, and natural gas.
- All City owned facilities including traffic signal poles, pullboxes and loop detectors; landscape irrigation, controllers and pullboxes; street furnishings and benches; and bus stop facilities.

Consultant shall prepare all base topographic and boundary mapping in Autodesk Civil 3D (DWG file format). The preparation of all mapping and surveying related deliverables shall be under the direction of a Licensed Land Surveyor in the State of California.

## **Task 4: Preliminary Plans and Environmental Clearance**

### **4.1 Preliminary Plans**

Consultant shall prepare preliminary plans (35%) based on community and stakeholder feedback. The preliminary plans will be presented to the City's Design Review Committee

for agency and regulatory conditioning, coordination, and review. Preliminary plans shall establish the following:

- Proposed site geometric layout with curb and gutter, flowlines, street centerlines, sidewalks, and parkways.
- Proposed striping improvements for bike lanes and pedestrian improvements at intersections.
- Proposed intersection and traffic calming improvements including bulb-outs and raised medians.
- Conceptual landscape and streetscape plans.
- Preliminary Engineer's estimate of probable cost.

#### 4.2 Renderings and Exhibits

Consultant shall prepare 3D graphic renderings of the proposed, preliminary street improvements at up to three (3) locations, to be determined by the City. The renderings shall be based on the preliminary plans, as described in 4.1, and depict the proposed landscape and streetscape improvements along High Street.

#### 4.3 Preliminary Environmental Determination

Under the California Environmental Quality Act, Consultant shall provide an environmental analysis and determination for the proposed street and related improvements. Based on the existing conditions, the City is anticipating the proposed improvements to High Street to be Categorically Exempt (Class 1 Existing Facilities). The Consultant shall work with the City's Community Development Director in making a formal environmental determination. Should the preliminary environmental analysis require further studies and/or regulatory permitting, Consultant shall assist City staff in identifying the necessary environmental document needed.

#### 4.4 Bollard/Access Control System (Optional Element 1)

As an optional task, Consultant shall provide preliminary engineering level for a removable bollard system to secure, provide access-control, and/or close High Street for various street fairs and related events. The points of access control are at four (4), minimum, locations along High Street with the goal to effectively stop moving vehicles. The preliminary engineering shall include feasibility and determination of preliminary improvements including aboveground and sub-surface.

The installation of bollards is pending City Council direction and the City may provide the selected Consultant with more information after the award of an agreement.

## **Task 5: Final Engineering Plans, Specifications, and Cost Estimates**

### **5.1 Design Development (65% and 95% Submittals)**

Consultant shall prepare Design Development Documents for the proposed street improvements on High Street. The Design Development documents shall be submitted to the City and other Agencies for review, comments, approval, and permitting. The Consultant shall prepare the following Design Development Documents for review and permitting:

- Demolition Plan
- Grading Plan
- Site Geometric Plan
- Street Improvement Plan and Profiles
- Street Improvement Plan, State Right-of-Way (Moorpark Avenue)
  - Separate street improvement and traffic control plans for review and permitting within Caltrans right-of-way. Moorpark Avenue is State Route 23.
- Roadway Cross-Sections at 50-foot intervals
- Dry Utilities Plan
- Domestic Water Plan (to be reviewed and permitted by Ventura County Waterworks District No. 1)
  - Irrigation Service
  - Water meter relocations
  - Fire hydrant relocations
- Storm Drain Improvement Plan
- Storm Water Quality Report
- Erosion Control Plan/Storm Water Pollution Prevention Plan (SWPPP)
- Traffic Signal Improvement Plan
  - Rectangular Rapid Flashing Beacons (RRFBs)
  - Traffic signal loop detectors
- Landscape and Streetscape Plan
- Irrigation Plan
- Electrical Improvement, Telecommunications, and Lighting Plans
- Traffic Signing and Striping Plans
- Driveway and ADA Curb Ramp Details
- Pavement Rehabilitation Plan
  - High Street, Princeton Avenue, Magnolia Street, Walnut Street, Bard Street
- Design Specifications and Special Provisions that is consistent with the City of Moorpark and the Standard Plans and Specifications for Public Works Construction (“Greenbook”).

## 5.2 Final Plans, Specifications, and Cost Estimates (100% Design)

Consultant shall prepare Final Plans, Specifications, and Cost Estimates (Final PS&E, 100% Design) that will serve as the Construction Documents (CD). The Final PS&E shall be submitted to all affected jurisdictions and agencies for approval and permitting for construction. The Final PS&E shall be prepared by Licensed Civil Engineer in the State of California.

## 4.0 Proposal Content

All proposals shall be split into a Technical Proposal and Cost Proposal.

### Technical Proposal

#### T-1. Introduction

- Present general introductory comments.
- Identify the primary point of contact for the proposer.
- Provide any other information that may assist the City in evaluating the proposal.
- Include a signature of the individual(s) authorized to bind the firm/consultant to the proposal.

#### T-2. Statement of Qualifications

- Provide a brief profile outlining related company/consultant history and experience.
- List all key personnel and/or subconsultants who will be assigned to this project, including their roles and responsibilities and relevant experience and qualifications.

#### T-3. Proposed Methodology to Complete Required/Optional Elements

- Demonstrate understanding of the Scope of Services.
- Describe the proposed methodology to complete each of the required optional elements.

#### T-4. Proposed Schedule to Complete Required/Optional Elements

- Identify the proposed schedule to complete work described in the Scope of Services.

#### T-5. References

- Provide references for at least three public agencies for which your company/personnel have provided similar services within the past five years.

### Cost Proposal

#### C-1. Introduction

- Include any information that could affect costs.
- Include a signature of the individual(s) authorized to bind the firm/consultant to the proposal.

#### C-2. Cost for Scope of Services

- Individually identify cost of each scope of service, based on the personnel classifications and hours needed to complete them. The proposed costs for scope of services should consider the required elements, accordingly.
  - (City payments to the selected consultant will be based on relative completion of these elements)

- Identify the cost of the one optional element, based on the personnel classifications and hours needed to complete it.
- Incidentals: Any incidental costs, such as document reproduction and travel, should be estimated and accounted for in this section.

C-3. Cost for Additional Services

- Provide a listing of your firm's hourly rates by classification that would be used to price additional services beyond those identified in the Scope of Services.

## 5.0 Submittal Information

### **Register as Interested**

Firms interested in submitting a proposal should register by contacting Cindy Guggenheimer, Administrative Assistant II, at (805) 517-6285. This will ensure that you are notified of any addenda or changes to the Request for Proposals.

### **Submittal Deadline**

Proposals must be received no later than 3:00 p.m. on April 2, 2026. Any proposals received after this date and time will be considered non-responsive.

### **Format of Proposals**

Proposals shall consist of two sealed envelopes as follows:

- The Technical Proposal envelope shall include one signed physical copy and one digital copy of the Technical Proposal. Please indicate “High Street Improvement Project – Phase 2 Technical Proposal” on the envelope.
- The Cost Proposal envelope shall include one signed physical copy and one digital copy of the Cost Proposal. Please indicate “High Street Improvement Project – Phase 2 Cost Proposal” on the envelope.

Digital copies may be provided on CD, DVD, flash drive, or similar digital device. Digital devices will not be returned.

Proposals must be delivered in person, via mail, or via courier to:

City of Moorpark  
City Clerk’s Office  
323 Science Drive  
Moorpark, CA 93021

If you wish to confirm receipt of your proposal, please contact the City Clerk’s Office at (805) 517-6245.

## 6.0 Proposal Evaluation and Selection

The City will develop and oversee the process for the evaluation of the proposals received. City staff will evaluate all proposals based on the criteria below:

1. Qualifications and Related Experience: 40 points  
The consultant's professional background and experience performing the services sought including key personnel and project team members.
2. Proposed Approach and Methods: 40 points  
The consultant's approach to performing the services sought, proposed methodology, and project understanding.
3. Proposal Content: 20 points  
Overall quality of the proposal and responsiveness to the City's request.

The City may select the highest ranked proposers to participate in an interview process. The City expects to conduct interviews of the top rated respondent(s). The respondent(s) whose overall qualifications are rated the highest may be invited for a telephone, teleconference, or in-person interview with select City staff. However, the City may decide to forgo interviews.

The award of a contract will be based on a combination of all of the above factors and any interviews. The City is not bound to select any of the respondents submitting proposals, may waive any irregularities in proposals and their submittal that may be advantageous to the City, and is not liable for any costs of preparation and submittal of proposals, including any presentations made to the City.

## 7.0 Tentative RFP Timeline and Anticipated Project Schedule

The following is the City’s tentative schedule for selection of the Consultant:

- Issuance of RFP March 5, 2026
- Submittal Deadline April 2, 2026, at 3:00 p.m.
- City Review of Qualifications April 6-10, 2026
- Consultant Interviews (tentative) April 14-16, 2026
- Award of Agreement (tentative) May 6, 2026

The City is preparing for an aggressive design and permitting schedule as follows:

- Contract Execution and Notice to Proceed May 2026
- Community Engagement and Concept Plans September 2026
- Final PS&E and Agency Permitting April 2027
- Advertise for Construction Bids May 2027

## 8.0 Inquiries

If a respondent has any questions about this RFP or the proposed Scope of Services, or if a respondent finds any error, inconsistency, or ambiguity in the RFP, the respondent must submit a request for clarification or correction by e-mail to Daniel Kim, City Engineer/Public Works Director, at [dkim@moorparkca.gov](mailto:dkim@moorparkca.gov). All inquiries must be submitted by 3:00pm on March 20, 2026. Any inquiries submitted after 3:00pm, on March 20, 2026, will not be accepted.

## 9.0 Other Considerations/Reservations of Rights

- Before any services can commence, the selected firms will be required to sign and enter into an Agreement with the City, a sample of which is attached to this RFP. To ensure the smooth and timely implementation of this project, respondents responding to this RFP should review all the terms and conditions of the Agreement, including, but not limited to, provisions relating to insurance and indemnity. The City will require certificates of insurance and additional insured endorsements, as specified in Exhibit A of the Agreement, when the respondent submits the signed Agreement.
- This RFP does not commit the 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. No payment of any kind will be provided to a consultant for

responding to this RFP, or parties they represent, for obtaining any of the information requested.

- The City reserves the right to cancel or modify, for any or no reason, in part or in its entirety, this RFP including, but not limited to, selection schedule, submittal date, and submittal requirements, without prior notice. Notification of revisions to the RFP will be made by addendum posted on the City's website at [www.moorparkca.gov/bids](http://www.moorparkca.gov/bids).
- The City reserves the right to verify the information received in the proposal. If a respondent knowingly and willfully submits false information or data, the City reserves the right to reject that proposal. If it is determined that a contract was awarded as a result of false statements or other data submitted in response to this RFP, the City reserves the right to terminate the contract.
- All documentation and materials submitted in response to this RFP will remain the property of the City and will become a public record subject to the requirements of the California Public Records Act.
- The selected consultant will maintain any required professional licenses and registrations during the life of the contract with the City.
- The selected consultant shall obtain a [City of Moorpark Business Registration](#) prior to commencing any work.
- Subconsultants: The selected consultant may utilize the services of subconsultants on those parts of the work which, under normal contracting practices, are performed by specialty subconsultants. Unless a specific subconsultant is listed by the selected consultant, the selected consultant is representing to City that it has all appropriate licenses, certifications, and registrations to perform the work hereunder.

After submission of the proposal, the selected consultant shall not award work to any unlisted subconsultant without prior written approval of the City. The selected consultant shall be fully responsible to the City for the performance of his/her subconsultants, and of persons either directly or indirectly employed by them.

Nothing contained herein shall create any contractual relationship between any subconsultant and the City.

## Sample Design Professional Services Agreement

BETWEEN THE CITY OF MOORPARK AND \_\_\_\_\_, FOR

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

WHEREAS, City has the need for \_\_\_\_\_ services; and

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

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

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

### 1. TERM

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

### 2. SCOPE OF SERVICES

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

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

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

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

3. PERFORMANCE

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

4. MANAGEMENT

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

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

5. PAYMENT

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

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

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

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

If the City disputes any of Consultant's fees or expenses, City shall give written notice to Consultant within thirty (30) days of receipt of any disputed fees set forth on the invoice.

6. TERMINATION OR SUSPENSION WITHOUT CAUSE

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

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

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

7. DEFAULT OF CONSULTANT

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

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

8. LIQUIDATED DAMAGES

Intentionally Left Blank.

9. OWNERSHIP OF DOCUMENTS

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

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

10. INDEMNIFICATION AND HOLD HARMLESS

Indemnification and Defense for Design Professional, as defined in California Civil Code § 2782.8: To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all claims, losses, liabilities, damages, costs and expenses, including attorney's fees and costs, to the extent they arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's duty to defend shall consist of reimbursement of defense costs incurred by City in direct proportion to the Consultant's proportionate percentage of fault. Consultant's percentage of fault shall be determined, as applicable, by a court of law, jury or arbitrator. In the event any loss, liability or damage is incurred by way of settlement or resolution without a court, jury or arbitrator having made a determination of the Consultant's percentage of fault, the parties agree to mediation with a third party neutral to determine the Consultant's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to the City.

For all other liabilities: Notwithstanding the foregoing and without diminishing any rights of City in the preceding paragraph in Section 10, for any liability, claim, demand, allegation

against City arising out of, related to, or pertaining to any act or omission of Consultant, but which is not a design professional service, Consultant indemnify, protect, indemnify, defend, and hold harmless City, its officials, employees, and agents (“Indemnified Parties”) from and against any and all damages, costs, expenses (including reasonable attorney fees and expert witness fees), judgments, settlements, and/or arbitration awards, whether for personal or bodily injury, property damage, or economic injury, and arising out of, related to, any concurrent or contributory negligence on the part of the City, except for the sole or active negligence of, or willful misconduct of the City.

Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section from each and every subconsultant and subcontractor, or any other person or entity involved by, for, with, or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this Section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns, or heirs of Consultant and shall survive the termination of this Agreement or this Section.

City does not and shall not waive any rights that it may have against Consultant by reason of this Section, because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions shall apply regardless of whether or not said insurance policies are determined to be applicable to any losses, liabilities, damages, costs, and expenses described in this Section.

#### 11. INSURANCE

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

#### 12. INDEPENDENT CONSULTANT

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

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

13. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of local, state, and federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations, including but not limited to the Americans with Disabilities Act and Occupational Safety and Health Administration laws and regulations. The Consultant shall comply with and sign Exhibit B, the Scope of Work Requirement for Professional Services Agreements Compliance with California Government Code § 7550, when applicable. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

14. ANTI DISCRIMINATION

Neither the Consultant, nor any subconsultant and subcontractor under the Consultant, shall discriminate in employment of persons upon the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status; or any other basis protected by applicable federal, state, or local law, except as provided in § 12940 of the Government Code. Consultant shall have responsibility for compliance with this Section.

15. UNDUE INFLUENCE

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

16. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

17. CONFLICT OF INTEREST

Consultant covenants that neither they nor any officer or principal of their firm have any interests, nor shall they acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Consultant further covenants that in the performance of this Agreement, they shall employ no person having such interest as an officer, employee, agent, subconsultant, or subcontractor. Consultant further covenants that Consultant has not contracted with nor is performing any services directly or indirectly, with the developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) and/or public agency(ies) owning property and/or processing an entitlement application for property in the City or its Area of Interest, now or within the past one (1) year, and further covenants and agrees that Consultant and/or its subconsultants shall provide no service or enter into any contract with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) and/or public agency(ies) owning property and/or processing an entitlement application for property in the City or its Area of Interest, while under contract with the City and for a one (1) year time period following termination of this Agreement.

18. NOTICE

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

To: City Manager  
City of Moorpark  
323 Science Drive  
Moorpark, CA 93021

To:

Either party may, from time to time, by written notice to the other, designate a different address or contact person, which shall be substituted for the one above specified. Notices, payments and other documents shall be deemed delivered upon

receipt by personal service or as of the third (3rd) day after deposit in the United States mail.

19. CHANGE IN NAME

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

20. ASSIGNMENT

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

21. LICENSES

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

22. VENUE AND GOVERNING LAW

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

23. COST RECOVERY

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

24. ENTIRE AGREEMENT

This Agreement and the Exhibits attached hereto contain the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the

representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

25. CAPTIONS OR HEADINGS

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

26. AMENDMENTS

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

27. PRECEDENCE

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

28. INTERPRETATION OF AGREEMENT

Should interpretation of this Agreement, or any portion thereof, be necessary, it is deemed that this Agreement was prepared by the parties jointly and equally, and shall not be interpreted against either party on the ground that the party prepared the Agreement or caused it to be prepared.

29. WAIVER

No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

30. AUTHORITY TO EXECUTE

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

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

CITY OF MOORPARK

\_\_\_\_\_  
PJ Gagajena, City Manager

\_\_\_\_\_ ,

Attest:

\_\_\_\_\_  
Ky Spangler, City Clerk

## Exhibit A

### INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of City, and prior to the beginning of and throughout the duration of Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet requirements set forth here, Consultant agrees to amend, supplement, or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to the City in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to the City.

**Consultant shall provide the following types and amounts of insurance:**

<u>Type of Insurance</u>	<u>Limits</u>
Commercial General Liability	\$1,000,000 / \$2,000,000 Aggregate
Business Automobile Liability	\$1,000,000
Workers' Compensation	Statutory Requirements
Professional Liability	\$1,000,000

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

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

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

**Workers' Compensation** on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than **\$1,000,000** per accident or disease. Consultant shall submit to City, along with the certificate of insurance, a **Waiver**

**of Subrogation endorsement** in favor of agency, its officers, agents, employees, and volunteers.

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

**Excess or Umbrella Liability Insurance** (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured’s liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to the City for injury to employees of Consultant, subconsultants, or others involved in the Work. The scope of coverage provided is subject to approval by the City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than **\$2,000,000** aggregate.

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

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds the City, its elected or appointed officers, agents, officials, officials, employees, and volunteers, using standard ISO **endorsement CG 2010** and **CG 2037**, or equivalent, with edition acceptable to the City. Consultant also agrees to require all subconsultant and subcontractors to do likewise.
2. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to **waive subrogation** against the City, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants and subcontractors. Consultant shall submit to City, along with the certificate of insurance, a **waiver of subrogation endorsement** in favor of City, its officers, agents, employees, and volunteers.

3. All insurance coverage and limits provided by Consultant and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operation limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include limiting endorsement of any kind that has not been first submitted to the City and approved in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called “third party action over” claims, including any exclusion for bodily injury to an employee of the insured or of any subconsultant or subcontractor.
6. All coverage types and limits required are subject to approval, modification, and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect the City’s protection without the City’s prior written consent.
7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant’s general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled or reduced at any time and no replacement coverage is provided, the City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other Agreement and to pay the premium. Any premium so paid by the City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at the City’s option.
8. Certificate(s) are to reflect that the insurer will provide thirty (30) days notice to the City of any cancellation or reduction of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation or reduction of coverage imposes no obligation, or that any party will “endeavor” (as opposed to being required) to comply with the requirements of the certificate.
9. Coverage provided by Consultant shall be **primary and non-contributory** and any insurance of self-insurance procured or maintained by the City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a **primary and non-contributory** basis for the benefit of City before the City’s own insurance or self- insurance shall be called upon to protect it as a named insured. Consultant shall submit to City, along with

the certificate of insurance, a **primary and non-contributory endorsement** in favor of City, its officers, agents, employees, and volunteers.

10. Consultant agrees to ensure that subconsultants and subcontractors, and any other party involved with the Work who is brought onto or involved in the Work by Consultant, provide the same minimum insurance required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subconsultants and subcontractors and others engaged in the Work will be submitted to the City for review.
11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any subconsultant, subcontractor, Architect, Engineer, or other entity or person in any way involved in the performance of Work contemplated by this Agreement to self-insure its obligations to the City. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time, the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
12. The City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Consultant thirty (30) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increased benefit to the City.
13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
14. Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with an insurance requirement in no way imposes any additional obligations to the City nor does it waive any rights hereunder in this or any other regard.
15. Consultant will renew the required coverage annually as long as the City, or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. Termination of this obligation is not effective until the City executes a written statement to that effect.
16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other

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

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

