

REQUEST FOR PROPOSAL  
ARCHITECTURAL SERVICES FOR  
HEADQUARTERS IMPROVEMENTS

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March 8, 2019

PREPARED FOR:

**CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT**  
353 SANTA MONICA DRIVE  
OXNARD, CA 93035



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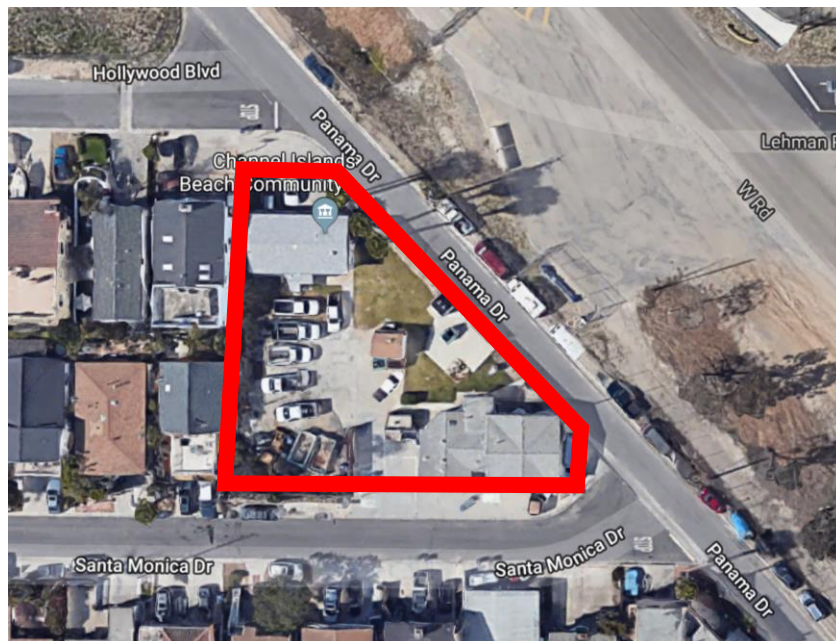
## SECTION A - PROJECT BACKGROUND AND OBJECTIVE

### A.1 BACKGROUND

The Channel Islands Beach Community Services District (CIBCSD or District) provides water, sewer, and trash services to the communities of Silverstrand, Hollywood-by-the-Sea, and Hollywood Beach and water service to the Channel Islands Harbor area. The District is situated between Santa Barbara and Los Angeles and adjacent to Naval Base Ventura County along the Pacific Coast. Portions of the City of Oxnard and unincorporated Ventura County make up the District's service area.

The District has an existing headquarters building located at 353 Santa Monica Drive, Oxnard CA 93035. The existing building is shown in **Figure 1**.

**FIGURE 1 – EXISTING HEADQUARTERS BUILDING**



The existing site is owned by the District and currently provides the following functions:

1. Main Building
  - a. Board of Directors meeting area/ conference room
  - b. Reception for customers
  - c. Open work space for administrative staff
  - d. Office space
  - e. Two single-person, half bathrooms
  - f. Kitchen
2. Yard
  - a. Parking for District vehicles
  - b. Existing well
  - c. Trash/Recycling enclosures

- d. Storage for materials
- 3. Ancillary Building
  - a. Storage
  - b. Community Emergency Response Team equipment

The District completed an initial screening effort which included development of six alternatives, which were subsequently screened to two alternatives.

The first alternative includes minimal expansion of the existing structure with significant remodeling of the interior space to meet current ADA and other code requirements. This concept is presented as **Figure 2** and had a conceptual magnitude of cost of approximately \$1.14M.

**FIGURE 2 – ALTERNATIVE 1: REMODEL OPTION**



The second alternative includes construction of a new structure on the western portion of the property that meets the District’s future needs and all ADA and code requirements. This concept is presented as **Figure 3** and had a conceptual magnitude of cost of approximately \$1.35M.

**FIGURE 3 – ALTERNATIVE 2: SITE OPTIMIZATION**



A summary of the existing site configuration with the two alternatives is presented as **Table 1**.

**TABLE 1 – CONCEPT SUMMARY**

Description	Existing	Option 1 - Remodel	Option 2 - Optimization
<b>Main Building</b>			
Building Area	2,200 SF	2,200 SF	2,500 SF
Offices	1	3	3
Operator Work Spaces	2	2	2
Admin Work Spaces	3	3	3
ADA Compliant	No	Yes	Yes
Flex Space/Lunch Room	No	No	Yes
Board Room	450 SF	630 SF	450 SF
Exterior Parking	3 spaces	2 spaces	6 spaces
Interior Parking	5 spaces	5 spaces	8 spaces
<b>Yard</b>			
Yard Area	15,250 SF	15,250 SF	15,800 SF
Courtyard Canopy	None	500 SF	560 SF
Parking Canopy	None	1,200 SF	1,200 SF
Recycling Canopy	None	400 SF	400 SF
Solar	No	Yes (24 panels)	Yes (24 panels)
<b>Ancillary Building</b>			
Building Area	800 SF	800 SF	800 SF
Operator Wellness	No	Yes	Yes
Shower Facilities	No	Yes	Yes

## A.2 OBJECTIVES

The Channel Islands Beach Community Services District is requesting proposals from qualified consultants to:

- Conduct a Community Outreach Meeting,
- Prepare a final architectural concept for the proposed remodel and
- Assist the District in acquiring a Conditional Use Permit.

## A.3 SCOPE OF WORK

### TASK 1 – PROJECT MANAGEMENT AND QA/QC

Overall project management, which includes supervision of in-house staff, planning and monitoring of contract budget and schedule, and coordination with the District and Consultant's project team will be conducted by the Consultant Project Manager. The Project Manager will review the status of budget, schedule, and relevant project issues with the District's Project Manager on a bi-weekly basis via email or telephone.

Consultant will provide senior technical review and implement our quality assurance and quality control (QA/QC) measures throughout the project.

### TASK 2 – CONCEPTUAL DESIGN SERVICES

Consultant shall provide the following services:

1. **Internal Coordination Meeting** – following review of the project materials, Consultant shall participate in a meeting with District staff to complete the following, at a minimum:
  - a. Review scope, schedule and budget of contract.
  - b. Select date/time for Community Outreach Meeting.
  - c. Confirm meeting format, agenda, materials and implementation action items.
2. **County Review Meeting** – informally meet with County Building Department to review conceptual design packages. Document input received.
3. **Community Outreach Meeting** – Consultant shall organize and lead Community Outreach Meeting. Consultant shall at a minimum:
  - a. Print/Provide Two Projects Boards (1 for each option).
  - b. Provide overview of the two alternatives, and solicit feedback from meeting participants.
  - c. Prepare meeting minutes which capture feedback from meeting.
4. **Update Renderings** – Update renderings based on input received from County Building Department and Community Outreach Meeting.

### TASK 3 – PERMITTING SUPPORT

For the selected option, Consultant shall support Entitlement Process with the following activities:

1. **Architectural** – provide conceptual site plan, colored elevations, floor plans and material board. Assume draft and final.

2. **Landscape** – provide conceptual landscape plan, illustrating new trees with proposed type and size. Describe any landscape design elements and provide site distance triangles at street intersections.
3. **Ventura County Meeting** – Assume at least one meeting with County staff OR Board of Supervisors Meeting.

#### **TASK 4 – OPTIONAL ITEMS**

Respondents shall provide additional scope items as deemed necessary to meet the stated objectives and not explicitly noted in the above scope of work.

#### **A.4 WORK TO BE COMPLETED BY DISTRICT**

The services provided by District include, but are not necessarily limited to the following:

1. **CUP Application** – District has retained the services of Elevated Entitlements to prepare the CUP Application. Elevated Entitlements will prepare the application using information provided by the selected Consultant, in accordance with the contract scope of work.
2. **Source Files** – District will supply source files for the previous renderings completed under separate contract.
3. **Alternative Selection** – Following completion of Task 2, District shall select an option and notify the Consultant.
4. **Community Meeting** – The District will provide a space for the Community Design Charrette, be present at the meeting and advertise the date/time to residents. The District shall provide an overview of the project drivers and address questions that are outside the scope of the Consultant's work.

## SECTION B - INSTRUCTION TO PROPOSERS

### B.1 PROPOSAL REQUIREMENTS

Each individual or firm (Proposer) submitting a proposal shall meet all of the terms and conditions specified in this Request for Proposal (RFP). By its proposal submittal, the Proposer acknowledges agreement with the acceptance of all provisions of the RFP. The proposal will be submitted electronically as required in Section B.5.

### B.2 QUALIFICATIONS PROPOSAL

The following information is to be submitted as part of the proposal. The proposal is not to be more than **ten** single-sided pages in length NOT including cover, table of contents, dividers, and resumes of persons to be assigned to the project.

The ten-page portion of the proposal is to be organized as follows:

1. **Section 1 – Project Approach:** Address the following areas of concern.
  - Approach to Community Outreach Meeting
  - Approach to updating/improving existing concepts
  - Approach to CUP Application support
2. **Section 2 – Firm Qualifications and Experience:** Describe the experience of the firm and of the individuals assigned with related projects of a similar nature. Provide at least three references. The team's experience with the following will be considered during the review process:
  - CUP with Ventura County
  - Familiarity and/or experience with projects in a Coastal Zone
  - Facilities for public agencies with similar function
  - Projects of similar scope, size or location
3. **Section 3 - Project Team:** Identify the consultant's proposed project team and describe the team's unique qualifications and training for this type of work.
4. **Section 4 - Schedule:** Describe the plan/schedule for completing the work. Identify any areas of risk to the schedule or opportunities to expedite.
5. **Section 5 – Contract Review:** Provide any comments to the District's Professional Services Agreement.

### B.3 COST PROPOSAL

A separate PDF shall be provided containing the Cost Proposal for the effort. The cost proposal should include the consultant's proposed level of effort, rate schedule and scope of work.

The respondent shall be based on the provided scope of work. Any assumptions, modifications or additions to the provide scope of work shall be clearly noted.

### B.4 AGREEMENT

A copy of a proposed agreement is attached, as **Attachment A**. Evidence of Insurance must be received prior to agreement implementation.



## **B.5 DEADLINE FOR SUBMISSION OF PROPOSALS**

Interested firms should email proposals (Qualifications and Cost) in electronic PDF format to Akbar Alikhan, General Manager, at [aalikhana@cibcsd.com](mailto:aalikhana@cibcsd.com) by 2:00 P.M. Friday, April 5, 2019.

Two separate PDFs shall be provided, with the qualifications portion labeled with, "Qualifications Proposal – Architectural Services" and the cost component labeled as "Cost Proposal – Architectural Services".

The District reserves the right to extend the Submittal Deadline when it is in the best interest of the District.

## **B.6 SELECTION OF CONSULTANT**

A committee made up of District employees will evaluate proposals. They will be evaluated on the basis of experience, qualifications, your approach to the project, degree of District staff time required to complete the project, and any innovative ideas you have for making the project go quickly and smoothly.

Final selection will be based on the evaluation of proposals unless it is deemed necessary to conduct interviews of closely scored consultants. The consultant determined best qualified to perform this project will be recommended to the District Board for contract award.

The District reserves the right to reject any and all proposals for any reason deemed appropriate by the District.

## **B.7 STANDARD TERMS APPLICABLE TO ALL PROPOSALS**

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<b>Acceptance Period</b>	Unless otherwise specified herein, proposals are firm for a period of ninety (90) days. Time frame may be longer depending on your needs.
<b>Addenda Acknowledgment</b>	Each proposal shall include specific acknowledgment of receipt of all addenda issued during the solicitation period. Failure to so acknowledge may result in the proposal being rejected as not responsive.
<b>Authorized Signatures</b>	Every proposal must be signed by the person or persons legally authorized to bind the Proposer to a contract for the execution of the work. Upon request of the District, any agent submitting a proposal on behalf of a Proposer shall provide a current power of attorney certifying the agent's authority to bind the Proposer. If an individual makes the proposal, his or her name, signature, and post office address must be shown. If a firm or partnership makes the proposal, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the proposal, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation. Upon request of the District, the corporation shall provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation.
<b>Proposal Retention</b>	District reserves the right to retain all proposals for a period of ninety (90) days for examination and comparison.

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<b>Cancellation of Solicitation</b>	The District may cancel this solicitation at any time.
<b>Compliance with Laws</b>	All proposals shall comply with current federal, state, and other laws relative thereto.
<b>RFP Documents Examination</b>	It is the responsibility of the Proposer to carefully and thoroughly examine the documents contained in this RFP. Proposer shall satisfy himself as to the character, quantity, and quality of work to be performed and materials, labor, supervision or equipment necessary to perform the work as specified by this RFP. The failure or neglect of the Proposer to examine the RFP Documents shall in no way relieve him from any obligations with respect to this solicitation. The submission of a proposal shall constitute an acknowledgment upon which the District may rely that the Proposer has thoroughly examined and is familiar with the RFP and the project. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.
<b>Cost of Proposal</b>	The District is not liable for any costs incurred by Proposers before entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the Proposer in responding to the RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the District.
<b>Channel Islands Beach Community Service District</b>	Channel Islands Beach Community Service District, CIBCSD, and District are used interchangeably and are synonymous with one another.
<b>Contractor</b>	Same as Successful Proposer.
<b>May/Should</b>	Indicates something that is not mandatory. Failure to do what “may” or “should” be done will not result in rejection of your proposal.
<b>Must/Shall</b>	Indicates a mandatory requirement. A proposal that fails to meet a mandatory requirement may be deemed non-responsive and not be considered for award.
<b>Proposer</b>	The person or firm making the offer.
<b>Proposal</b>	The offer presented by the Proposer.
<b>RFP</b>	Acronym for Request For Proposals.
<b>Submittal Deadline</b>	The date and time on or before all proposals must be submitted.
<b>Successful Proposer</b>	The person, contractor, or firm to whom the award is made.
<b>Disqualification of Proposer</b>	If there is reason to believe that collusion exists among the Proposers, the District may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. A person, firm, or corporation who has submitted a sub-Proposal to a Proposer, or who has quoted prices on materials to a Proposer, is not thereby disqualified from submitting a sub-Proposal or quoting prices to other Proposers. Reasonable grounds for believing that any Proposer is interested in more than one

Proposal for the same work will cause the rejection of all Proposals for the work in which a Proposer is interested. If there is reason to believe that collusion exists among the Proposers, the District may refuse to consider Proposals from participants in such collusion. Proposers shall submit as part of their Proposal documents the completed Non-Collusion Affidavit provided herein.

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<b>Documents to be Returned with Proposal</b>	Failure to completely execute and submit the required documents before Submittal Deadline may render a proposal non-responsive.
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<b>Execution of Agreement</b>	The Successful Proposer will be required to execute an agreement in the form attached hereto in <u>Attachment A</u> of this RFP and comply with all requirements of said Agreement. In case of failure of the Contractor to execute and return the contract and all required documents within the time allowed, the District may, at its option, consider that the Proposer has abandoned the contract, in which case the Proposal Security Bond, if one was required, shall be forfeited by the Proposer and become the property of the District.
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<b>Conflict of Interest</b>	Proposer covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor certifies that to the best of his knowledge, no one who has or will have any financial interest under this contract is an officer or employee of the District.
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<b>Proposal Modifications</b>	Any Proposer who wishes to make modifications to a proposal already received by the District must withdraw his proposal in order to make the modifications. All modifications must be made in ink, properly initialed by Proposer's authorized representative, executed, and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of the Proposer to ensure that modified or withdrawn proposals are resubmitted before the Submittal Deadline.
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<b>Proposal Withdrawal</b>	A Proposer may withdraw proposal, without prejudice prior to the time specified for the proposal opening, by submitting a written request to Carol Jean Dillon, Office Manager for the Channel Islands Beach Community Services District, to withdraw, in which event the proposal will be returned to the Proposer unopened.
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<b>Proprietary Information</b>	The original copy of each proposal shall be retained for official files and will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each Proposer may clearly label part of a proposal as "CONFIDENTIAL" if the Proposer thereby agrees to indemnify and defend the District for honoring such a designation. The failure to so label any information that is released by the District shall constitute a complete waiver of all claims for damages caused by any release of the information. If a public records request for labeled information is received by the District, the District will notify the Proposer of the request and delay access to the material until seven working days after notification to the Proposer. Within that time delay, it will be the duty of the Proposer to act in protection of its labeled information. Failure to so act shall constitute a complete waiver.
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## **B.8 QUESTIONS AND COMMENTS – PRE-SUBMITTAL QUESTIONS**

The District will accept pre-submittal questions from RFP participants in the interest of clarity and complete responses to the RFP. The RFP participants are encouraged to cover all questions in one request so that District staff can provide timely and effective responses.

All pre-submittal questions will only be accepted by email until March 20, 2019. Responses to all questions will be emailed to all RFP participants. RFP questions are to be submitted to Akbar Alikhan at [aalikhan@cibcsd.com](mailto:aalikhan@cibcsd.com).

Any response will be in a form of an addendum and will be sent as promptly as is practical to all RFP participants. All such addenda shall become a part of the RFP. Any prospective Proposer who obtained the RFP from anyone other than the District is responsible for registering with the District and wish to receive subsequent Addenda.

A Proposer who fails to register with the District as outlined above may be deemed non-responsive and not be considered for award.

## SECTION C- PROPOSAL REVIEW PROCESS

### C.1 PROPOSAL OPENING/REJECTION/WAIVER

All proposals, irrespective of irregularities or informalities, will be opened at the time stipulated in the RFP document. This is not a public opening. A tally of the names will be performed and may be released upon request. No other information will be released.

The District reserves the right to postpone the Submittal Deadline and opening of proposals any time before the date and time announced in the Request for Proposals or subsequent addenda.

The District reserves the right to waive non-substantial irregularities in any proposal, to reject any or all proposals, to reject or delete one part of a proposal and accept the other, except to the extent that proposals are qualified by specific limitations.

The District also reserves the right to reject the Proposal of any Proposer who previously failed to perform adequately for the District or any other governmental agency. The District expressly reserves the right to reject the Proposal of any Proposer who is in default on the payment of taxes, licenses or other monies due the District.

### C.2 PROPOSAL REVIEW PROCESS AND AWARD OF CONTRACT

Proposals will be evaluated by a review committee of District staff using a selection process described as follows.

The Committee will evaluate all proposals received in accordance with the Evaluation Criteria. The District reserves the right to establish weight factors that will be applied to the criteria depending upon order of importance. The criteria, however, are not listed in any order of preference. Weight factors and evaluation scores will not be released. The District is not obligated to accept the lowest proposal, but will make an award in the best interests of the District after all factors have been evaluated.

The District reserves the right to further negotiate the proposed work scope and/or method and amount of compensation. A group of finalist candidates may be selected for follow-up interviews and presentations.

The Evaluation Criteria are as follows:

- a. Experience in project area
- b. Qualifications of proposed staff
- c. Experience with similar type projects
- d. Project understanding and approach

Discussions may, at the District's sole option, be conducted with responsible Proposers who submit proposals determined to be reasonably susceptible of being selected for an award. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. Revisions may be permitted after submissions and before award for obtaining best and final proposals. In conducting discussions, the District will not disclose information derived from proposals submitted by competing Proposers.

Contract award will be based on a combination of factors that represent the best overall value for completing the work as determined by the District, including: the written proposal criteria described above; results of background and reference checks; results from the interviews and presentation phase (optional); and proposed compensation.

A Notification of Intent to Award may be sent to any Proposer selected. Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully, the District in its sole discretion may negotiate a contract with another Proposer or withdraw the RFP.

## SECTION D - PLANNING CALENDAR

The following is an outline of the anticipated schedule for the project:

Activity	Date
Issued RFP	March 8, 2019
Pre-Proposal Meeting (OPTIONAL)	<i>Respondent Request</i>
Pre-Submittal Questions Deadline	March 20, 2019
Proposals Submittal Deadline	2 PM on April 5, 2019
Staff Interviews with select firms	OPTIONAL
Finalize Contract with Recommend Firm	April 16, 2019
Award Study Contract	April 23, 2019
Community Workshop	June 2019
CUP Application	August 2019
Procure Design Services	Fall 2019
Final Design Complete	Spring 2020
Bidding	Summer 2020
Construction End	Winter 2020

# **ATTACHMENT A – SAMPLE AGREEMENT**



## PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by the \_\_\_\_\_, a \_\_\_\_\_ having its principal place of business located at \_\_\_\_\_ (Client), and XXX, a XXX corporation having its principal place of business located at XXX (Consultant) for the furnishing of professional services for \_\_\_\_\_ (Project). Client and Consultant may sometimes be individually referred to as "Party" or collectively as "Parties".

### **Scope of Services**

The Scope of Services to be provided, the schedule and fees for providing those services shall be as described on **Attachment A**, attached, and hereby incorporated into this Agreement. Additional Task Orders may be amended to this Agreement upon written consent of both Parties.

**Independent Contractor:** Consultant shall act as an independent consultant and not as an agent or employee of Client, and will be solely responsible for the control and direct performance of the services provided by its employees and agents.

**Assignment:** This Agreement may be assigned by either Party with the prior written consent of both Parties. This Agreement is binding on the successors and assigns of Client and Consultant.

**Health and Safety:** Consultant shall only be responsible for the activities of their own employees and agents on the job site with respect to job site safety.

**Compliance with Laws, Permits and Licenses:** Consultant shall perform services in accordance with applicable laws, regulations, ordinances, permits, licenses, and other rules of the political subdivisions where the services are performed and are in effect during the term of this Agreement.

**Standard of Care:** Services to be accomplished under this Agreement will be provided in accordance with the professional standards prevailing in the site vicinity at the time the services are performed.

**Taxes:** Consultant shall comply with federal, state, and local tax laws, Social Security Acts, Unemployment Compensation and Workers' Compensation Acts in so far as applicable to the performance of this Agreement as well as the tax laws of any other political jurisdiction wherein the services are performed and/or provided.

**Provision of Documents:** Client shall provide Consultant with pertinent information concerning the Client's requirements for the Project. This includes providing drawings, specifications, schedules and other information prepared by or available to Client which is pertinent to complete the Scope of Services.

**Authorization:** Consultant shall begin work upon the effective date of this executed Agreement as identified herein.

**Changes and Additional Services:** Client shall have the right to modify the Scope of Services or request Consultant to perform additional services for additional compensation. All changes shall be in writing and shall take effect when agreed upon by both Parties.

**Invoicing:** Consultant shall submit monthly progress invoices to Client. Services are provided on a time and expense total not-to-exceed fee basis. Invoices shall itemize actual hours worked, equipment, outside services and a brief description of the services provided.

**Payment:** Client shall pay Consultant according to Consultant's Schedule of Fees and Expenses as identified in **Attachment B**. Unless a Change Order, a form of which shall be mutually agreeable to the Parties, has been signed by both the Client and Consultant, the total not-to-exceed fee amount identified in Attachment A shall constitute complete compensation including all reasonable and necessary expenses and applicable taxes for the Services rendered by Consultant. The summation of the fee breakdown identified in Attachment A shall constitute the basis for the total not-to-exceed amount of the Agreement. The fees presented per task do not constitute individual not-to-exceed amounts on a task basis. Payment shall not be limited for fees identified per individual task. Payment to Consultant for services provided to Client shall be made within 30 calendar days of receipt of invoice.

**Termination for Convenience:** Client, for its convenience, may terminate the services of Consultant in whole or in part at any time by written notice, which shall state the extent and effective date of such termination. Minimum notice shall be at

## PROFESSIONAL SERVICES AGREEMENT

least ten (10) calendar days prior to the effective termination date. In such case, Consultant shall be paid for all Service performed and for reasonable expenses properly incurred in connection with the termination.

**Termination for Default:** Either Party may terminate this Agreement if the other Party substantially fails to meet their obligations under this Agreement. Said termination will become effective upon ten (10) calendar days written notice unless the defaulting Party cures the default conditions, or provide satisfactory evidence to the other Party that such default will be corrected to the other Party's satisfaction.

**Records:** Consultant shall maintain all records (fiscal and other) on file in legible form. A copy of these shall be available to Client upon request for a period of at least one (1) year from the completion date of the Project.

**Confidentiality:** Unless mutually agreed in advance, all documents, reports, disclosures, plans and other information of any nature and description obtained by Consultant in the performance of services hereunder, and not classified as public information by the Client, will be strictly confidential and will not be disclosed to any third party, either during Consultant's employment or after its termination, except as may be necessary in order to perform services pursuant to this Agreement.

**Ownership of Documents:** All original documents prepared by Consultant pursuant to this Agreement shall be instruments of service and shall be the property of Consultant. Any reuse or modification of such instruments of service by Client or others for purposes outside this Agreement without Consultant's written permission shall be at user's sole risk.

**Insurance:** Consultant shall maintain continuously during the life of this Agreement the following minimum insurance requirements:

- A. Worker's Compensation Insurance with statutory limits
- B. Comprehensive General Liability with limits of not less than \$1,000,000 applicable to bodily injury, sickness, or death in any one occurrence or in the aggregate and not less than \$1,000,000 for loss of, or damage to, property in any one occurrence or in the aggregate. This coverage shall include the following: (1) Comprehensive form; (2) Premises operations; (3) Contractual liability; (4) Broad form property damage; (5) Personal injury.
- C. Automobile Liability covering all owned, non-owned, or hired vehicles used by Consultant with limits of not less than \$1,000,000 applicable to bodily injury, sickness, or death of any one person per occurrence and \$10,000 for loss of or damage to property in any one occurrence.
- D. Professional Liability Insurance providing coverage for the services to be provided in the amount of \$1,000,000 covering claims, damages and liability arising out of, or resulting from, Consultant's negligent acts, errors, or omissions.

The policies under B and C above shall: (1) name Client as Additional Insured; (2) be primary to any other insurance maintained by Consultant; (3) make all reasonable effort to provide 30 days' advance notice to Client in the event of any non-renewal, cancellation, restriction, or modification of insurance.

Consultant may provide Client with satisfactory evidence of the above-stated coverages upon request.

**Consultant Indemnifies Client:** Consultant shall indemnify and hold harmless Client from and against any and all claims of any kind or nature arising out of or relating to Consultant's sole negligence, errors or omissions in the performance of the professional services under this Agreement.

**Client Indemnifies Consultant:** Client shall indemnify and hold harmless Consultant, its officers, directors, shareholders and employees from and against any and all claims of any kind or nature arising out of or relating to Client's sole negligence, errors or omissions in the performance of the professional services under this Agreement.

**Construction Observation:** Only Client has the right to reject or stop work of its contractors or agents. Consultant presence on site does in any way guarantee the completion, quality or performance of the work by any other party retained by Client to provide field or construction/remediation services. Consultant is not responsible for, and does not have control or charge of, the specific means, methods, techniques, sequences or procedures of construction or remediation of any contractor or agent of Client.

# PROFESSIONAL SERVICES AGREEMENT

**Notices:** Notices may be served personally, delivered by overnight courier service, or sent by registered or certified U.S. mail, postage pre-paid and return receipt requested, to the address shown at the end of this Agreement. Notices served personally are deemed effective upon service; notices sent by overnight courier service are deemed effective upon delivery; notices that are mailed are deemed effective three (3) business days after the date of mailing.

**Laws:** This Agreement shall be governed by and interpreted and construed in accordance with the laws of the State of California.

**Waivers and Severability:** A waiver or breach of any term, condition, or covenant by a Party shall not constitute a waiver or breach of any other term, condition or covenant. If any court of competent jurisdiction declares a provision of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.

**Damages:** Notwithstanding anything herein to the contrary, neither Consultant nor Client shall be liable to the other for any consequential losses or damages, whether arising in contract, warranty, tort (including negligence), strict liability or otherwise, including but not limited to losses of use, profits, business, reputation or financing.

**Force Majeure:** Consultant shall not be liable for failure to perform services provided for in this Agreement when such performance is hindered or prevented by an occurrence beyond the reasonable control and without the fault or negligence of Consultant.

**No Third Party Rights:** All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of the Client. No other third party shall have the right to rely on the product of Consultant's services without prior written authorization by Consultant.

**Dispute Resolution:** Client and Consultant agree that all disputes between them arising out of services provided under this Agreement shall be submitted to nonbinding mediation unless the Parties mutually agree otherwise. Venue for all dispute resolution shall be San Diego County, California.

**Entire Agreement:** This Agreement, including attachments incorporated herein by reference, represents the entire Agreement and understanding between the Parties, and any negotiations, proposals or oral agreements are intended to be superseded by this Agreement. This Agreement may be modified by a supplemental written agreement signed by authorized representatives of both Parties.

**Execution Authority:** This Agreement is a valid and authorized undertaking of Client and Consultant. The representatives of Client and Consultant who have signed below have been authorized to do so. In witness whereof, the Parties hereto have made, executed and agreed to this Agreement.

In witness whereof, the Parties hereto have made, executed and agreed to this Agreement.

**Consultant Name Here**

**Channel Islands Beach Community Services District**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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