



REQUEST FOR PROPOSAL (RFP)

FOR

WEBSITE RE-DESIGN, DEVELOPMENT, IMPLEMENTATION AND HOSTING OF THE CITY OF RANCHO SANTA MARGARITA'S WEBSITE

RFP Circulation Date:
Monday, April 9, 2007

Proposal Submission Deadline:
Monday, May 14, 2007

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Introduction and Scope of Project

The City of Rancho Santa Margarita is a contract City, servicing approximately 50,000 residents and is located in southern Orange County. The City incorporated in 2000, and is comprised of approximately 13 square miles with a Council-Manager form of government.

The City of Rancho Santa Margarita is seeking the services of an experienced website design firm to re-design, develop, implement, and provide hosting and maintenance information for the City's website. This project will involve utilizing posted information on the existing website as well as the implementation of new information, products, and features as suggested by the City and the firm selected.

The City's existing internet website is www.cityofrsm.org which contains general City information including separate pages for City departments, specific events and functions. The City of Rancho Santa Margarita is committed to building a premiere website that is designed upon the ease of use from the view point of our citizens. The City is interested in an innovative design that aids website visitors who generally know what information they need or service they want to secure. The site shall also equally facilitate usage by visitors who may not understand how to find that information or service within the governmental organizations.

In addition, it is the City's intention to expand the current usefulness of the website, and future needs and functionality should be demonstrated in the proposal. The City is committed to being available to provide information and support to respondents and will be actively involved in providing information and support throughout the re-design process. The successful firm must have substantial experience in website design, development, implementation and maintenance.

Respondents are encouraged to contact the City with any questions or concerns. Final proposals submitted are to be received by the City of Rancho Santa Margarita City Clerk no later than **4:00 p.m. on** Monday, May 14, 2007, at the following address:

City of Rancho Santa Margarita
Attn: Debbie Wolff, City Clerk
22112 El Paseo
Rancho Santa Margarita, CA 92688

Website Objectives

The goal of the City's website is to provide simple electronic access to public services, serve as a public communications tool, reduce transaction costs for the City and citizens, and to streamline business operations. The current site structure and design was developed three to four years ago and requires significant redesign to take advantage of new design elements and growing demand for electronic services. Specifically, the City would like the redesigned site to support e-government transactions such as on-line permits, on-line forms and applications, on-line payments, and a variety of other activities. The redesigned site should have a theme promoting the City with a friendly and professional feel.

The City's website should provide easy access to City services, be adaptable to current and changing technology, provide content management capability for City Staff and be used as a public communications tool. The website shall meet the following criteria:

- Visually appealing – The site must have an attractive mix of text, photos and graphics.
- Provide easy electronic access to public information for use by the target audience.
- Easily updated, with a content management system (CMS). Respondent should list the software that would be used to create the site including all graphics software and recommend software and licenses that the City will need to purchase for the continued maintenance of the website.
- Provide the public with an alternative means of communicating with City Officials and staff.
- Enhance delivery and awareness of public services and facilitate a clearly accessible process for public inquiry.
- Common Theme/Consistent Design. Each section of the site should have a common look/theme. The City logo should be on every page as well as a common header. All font types and basic layout should be used throughout the site.
- Provide a 24-hour City Hall, and the ability to conduct secure financial transactions online.
- Provide pages for all City programs, services, and functions.
- Meet ADA Priority 1 requirements.
See Example: www.ada.gov/websites2_prnt.pdf
- Be easily upgradeable/portable.

The information on the City website should be directed towards the City's citizens, businesses, visitors, prospective businesses, prospective residents, other government agencies, civic groups, associations, youth and senior citizen groups, developers, and any person or agency seeking to conduct business with, or obtain information about, the City of Rancho Santa Margarita.

Websites We Like:

City of Dana Point
City of Diamond Bar
City of Fullerton
City of Laguna Niguel
City of Irvine
City of Santa Clarita
City of Yorba Linda

Special Provisions

Internet Provider Services are not part of this contract. The City already has an ISP, therefore these services are not part of this RFP process. However, hosting and maintenance service options should be presented as options to facilitate the design and maintenance of this site. Hosting providers located within the City will be given preference and must be included as hosting options.

General and Desired Enhancements:

- A. Re-create and greatly enhance the City's existing website to be resourceful, informative, and serve as a marketing asset that provides a citizen/business friendly environment which emphasizes access to City services, departments and business opportunities.
- B. Develop a highly beneficial, cost-effective, easy to use, interactive and architecturally sound website that is flexible enough to support the City's internet for a minimum of three to five years.
- C. The City's preferred website model calls for authorized City staff to have some ability to perform routine content management related to routine information such as the posting of meeting dates, agendas, minutes, departmental events, removing old and outdated information and general noticing. A Staff webmaster(s) should have more comprehensive ability to provide quality control and the ability to update non-routine information. Therefore, a system needs to be structured for maintenance and updating capabilities by non-technical staff. The City is interested in a content management process and is open to ideas on how best to accomplish this aspect of the website.
- D. Create a consistent and standardized format and enhanced graphical look for all pages; thereby establishing a unified theme throughout the City's website. However, the established theme should also provide the flexibility to allow for different City functions and some level of individuality and/or functionality between City functions and departments.

- E. For ease of use, the City's website must provide consistent orientation and navigational aids, such as hierarchical menus that tell users how deep they are into a topic or subtopic as well as a homepage link or icon on each page in the same position.
- F. The City anticipates future expansion of its e-government use, and the re-design should facilitate future capability of online transactions such as permit fee payments, recreation class registration, secure credit card payments, business license applications, building permit applications, employment applications, and Geographical Information Systems functions.
- G. Allow for interactivity. Include e-mail response, surveys, feedback, forms, online payments, and access to various City calendars. The designer must incorporate the ability for users to complete interactive on-line forms for such tasks as employment, business license, and building permit applications.
- H. Graphic files should be relative to site. Design with simplicity to allow for quickest loading. Web pages should be tested at both 28K and 56K dial-up modem speeds to ensure each webpage can be accessed timely.
- I. Allow for search capabilities. Use existing search engines and/or create City database within home site.
- J. Track page hits per City function. Locate hit counter unobtrusively at bottom of each page. Maintenance software which includes reporting functions would be valuable.
- K. Form Printing. A number of static forms will be available for printing. Website must have links or embedded plug-ins such as Java and Adobe for opening and viewing these documents.
- L. Although the City has some specific requirements, we are also interested in your ideas for content, and more specifically, your approach in re-designing the style of the City's website. We encourage respondents to consider and propose alternative solutions, recommendations and improvements.

Services to be Provided

- A. The website must provide for high-speed upload/download response times for both low and high speed computers that are used by the average citizen.
- B. As per the Americans with Disabilities Act, the City must provide the same level of service to individuals with visual, hearing, motor, or cognitive disability that we do to the general public. The City expects respondents to offer suggestions regarding accessibility.

- C. The site should be developed to minimize loading times for analog dial-up customers.
- D. The site must be designed to function effectively with common versions of software and hardware, which must be identified in your proposal.
- E. All documents, including maps and tables, should be in HTML, Portable Document Format (pdf), or in a format approved by the City to provide ease of viewing, printing, and downloading, and in alternate ADA acceptable download formats.
- F. Include links for citizens to download any browser plug-in products, such as Acrobat Reader, that are necessary to view information on the site.
- G. The site must be compatible with current versions of commonly used Internet browsers. Please identify proposed compatibility with your response.
- H. The site should take into consideration the City's future desire to include e-government capabilities, enabling secure on-line credit card purchases, verifications, fulfillment, and acceptance, and the City's ability to conduct e-government transactions such as on-line permitting, park and facility reservations, class registrations and other interactive forms.

Other requirements and features:

- A. Cross-reference information should be hyperlinked from page to page within the website with the Home Page link always visible.
- B. Information currently provided on the website must be included in the proposal.
- C. The proposal should include a comprehensive timeline for each phase of the website re-design, including meetings with City staff, re-design, development, draft presentation, implementation, hosting and training.
- D. Graphical files should be relative to the site and provide for quickest loading, with little use of cartoons or caricatures.
- E. The site must be designed for continuous operation 24 hours a day, 7 days a week with exception for times of scheduled maintenance.
- F. Capability to maintain an archive of existing and past records such as agendas, minutes, press releases, newsletters, etc. preferably in HTML format.
- G. The proposal should include basic training for a minimum of 20 employees, training plan and timeline for same.

Start and Completion of Work

The tentative schedule for this project/process is as follows:

May 14, 2007	Proposals Due
May 23, 2007	Interviews with Top Three Responders
June 13, 2007	Contract Approved
August 8, 2007	Council Presentation
TBD	Go Live

Services required after selection:

- A. The selected firm's representative(s) may be required to attend a public meeting(s) during the approval process, and presentations of any prepared website information during the development process.
- B. The selected firm's representatives will be required to meet regularly with the City's project manager and/or representatives to discuss and plan the project(s) and provide progress reports as needed.
- C. In conjunction with performance under the approved contract, the contractor may be required to attend additional progress meetings. In the event the contractor is not in conformance with the contract, these meetings will be provided at no additional cost to the City.
- D. The contractor must work directly with the departments to deal with the specific needs of the department. The successful respondent will be required to meet the representatives from each department to determine a final list of information to be presented and agree on a final layout for those department's web pages.
- E. Initial draft website design templates and site maps, will be provided to the City within six weeks from the date of the approved contract for review prior to implementation.
- F. A testing period and subsequent acceptance testing period, either period not to exceed 15 business days, shall be provided, during which the City may evaluate the website on City property to ensure satisfaction with the website functions and conformance with the RFP. At the completion of each testing period, a letter of acceptance or failure will be provided to the firm selected. Items requiring correction at either testing period must be corrected within 15 calendar days by the firm selected.

City of Rancho Santa Margarita Technical Information

- A. The City of Rancho Santa Margarita has no plan to run the website on an in-house web server, however, viable internal hosting options may be included as an Attachment to the RFP. The website may be hosted by a firm chosen by the City regardless of any recommendations received by the firm selected via the RFP process.

Requested Information and Proposal Format

This section instructs respondents on procedures related to the submission of proposals.

- A. The title page of the proposal must contain your firm's name, address, telephone number, principal contact, fax number and email address.
- B. The proposal should contain a table of contents.
- C. The proposal should include resumes of all principals to be involved in the project and their roles and responsibilities for the proposed project.
- D. The proposal should include necessary software and hardware, any additional communication requirements, integration needs and potential costs necessary to host and maintain the website (i.e. hardware, software, installation, licensing, training, etc.)
- E. Proposal should be all encompassing, with a single vendor identified as the "responsible lead vendor." Please indicate any needed subcontracted services required to meet the needs of the proposal or clearly indicate what portion of the services are not included as part of your proposal.
- F. The proposal should include an estimated summary timeline for completion of each phase of the project. This should be as realistic as possible since this will be part of the contractual agreement.
- G. A detailed work plan describing your approach to designing, managing and coordinating this project. The description should include all tasks listed in the scope of work for all phases of the project and a tentative schedule.
- H. Collection of information. Please state how you intend to gather all the required information, format preferred, and assistance expected from the City in order to complete this project.
- I. Years of experience related to website design. Provide a list of comparable websites, including municipalities and governmental agencies, designed by your

firm. Include the website address, company/agency contact person, address, telephone number, and hard copies of the Home Pages. These companies/agencies may be contacted for references.

- J. Enclose a section on relevant website development experience and information on the extent of your firm's abilities to meet the needs of this project. Please provide a sample of what you envision as the home page for the site.
- K. The proposal should contain the total project cost, as well as detailed "line item" costs for components/phases of the project. All hourly rates and fees, charges, costs and anticipated reimbursable costs must be clearly stated.
- L. Four copies of the Proposal must be submitted and one unbound copy.
- M. All Proposals must be submitted on or before 4:00 p.m. on Monday, May 14, 2007, to:

City of Rancho Santa Margarita
Attn: Debbie Wolff, City Clerk
22112 El Paseo
Rancho Santa Margarita, CA 92688

Other Proposal Information

Acknowledgement of Amendments. Each agency receiving a copy of this shall acknowledge receipt of any amendment to this RFP by signing and returning the amendment with the completed proposal. The acknowledgement must be received by the City of Rancho Santa Margarita at the time and place specified for receipt of proposals.

Additional Information. Questions regarding this solicitation shall be submitted in writing to:

City of Rancho Santa Margarita
Attn: Debbie Wolff, City Clerk
22112 El Paseo
Rancho Santa Margarita, CA 92688

or by fax at
949-635-1840

Respondents are cautioned that any oral statements made that materially change any portion of this solicitation are not valid unless subsequently ratified by a formal written amendment to this RFP. No technical questions that may materially change any portion of this solicitation will be accepted during the seven calendar days prior to the time and date set for receipt of proposals.

Applicable Laws Shall Apply. The contract awarded shall be governed in all respect by the laws of the State of California, and any litigation with respect thereto shall be brought in the courts of the State of California. The company awarded the contract shall comply with applicable Federal, State, and local laws and regulations.

Change in Website Objectives. The City of Rancho Santa Margarita may materially change the Website Objectives. Such changes may include additions, deletions, or other revisions within the general scope of RFP requirements. No changes or adjustments shall be made without a written amendment to this RFP, signed by the City Clerk.

Collusion Among Respondents. Each respondent, by submitting a proposal, certifies that it is not party to any collusive action or any action that may be in violation of State and Federal law.

Exceptions. A respondent taking exception to any part or section of this solicitation shall indicate such expectations in a separate section of the submitted proposal – such section shall be entitled “Exception of Conditions.” Failure to indicate any exception will be interpreted as the respondent’s intent to comply fully with the requirements of this RFP as written.

Expenses Incurred. There is no expressed or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing proposals in response to this request. Materials submitted by respondents are subject to public inspection under the California Public Records Act (Government Code Sec. 6250 et seq.), unless exempt. Any language purporting to render the entire proposal confidential or proprietary will be ineffective and will be disregarded.

Late Submissions. Any proposal received at the place designated in this RFP after the time specified for receipt will not be accepted or considered.

Nonconforming Terms and Conditions. Any proposal that includes terms and conditions that do not conform to the terms and conditions in this RFP is subject to rejection as non-responsive. The City of Rancho Santa Margarita reserves the right to permit the respondent to withdraw non-conforming terms and conditions from its proposal prior to action by the Rancho Santa Margarita City Council to award a contract.

Withdrawal of Proposal. Respondents may withdraw all or any portion of a proposal at any time during and after the review and award process, up to ratification of an agreement between the City of Rancho Santa Margarita and the designated agency.

Withdrawal of Request for Proposal. The City of Rancho Santa Margarita retains at all times the right to cancel or withdraw this RFP, to refuse to accept a proposal from any respondent, and to modify or amend any portion of this RFP.

Proposal Evaluation/Selection Process

This section defines the proposal format to be used by respondents. All proposals shall be submitted in the format outlined herein. In preparing submissions, respondents should describe in detail the services proposed to be provided and how service delivery will be accomplished. Respondents should also identify equipment requirements and the cost of providing website design for each category identified. The minimum levels of services to be provided are described in this RFP.

The City of Rancho Santa Margarita will receive competitive proposals from firms having specific experience and qualifications in the areas identified in this solicitation. Under competitive negotiation procedures, the terms of the service contract, the price of the service, the method of service delivery, and the conditions of performance are all negotiable. A negotiated contract will be awarded to the agency that best meets the proposed needs at a reasonable price, not necessarily at the lowest price.

For consideration, proposals must contain descriptions of the agency's experience and abilities to perform pursuant to the City of Rancho Santa Margarita Website Objectives. Unless otherwise stated, all proposals shall address each criterion identified in the following subsection.

Evaluation and Selection Criteria

The Rancho Santa Margarita City Manager and City Clerk, or committee of individuals selected by the City Manager and City Clerk, shall review and evaluate all proposals and, if appropriate, request a preliminary concept for the design and navigation of the City's Web site. Evaluation of responses will be based, in part, on the following criteria:

- A. Qualifications of respondent, including:
 - o Demonstrated competence and professional qualifications necessary for successfully performing the work required by the City as stated in the RFP.
 - o Recent experience in successfully performing similar services, and the backgrounds and experience of the specific individuals to be assigned to this project.
 - o Standard hourly billing rates for the assigned staff, including any sub-consultants; sub-contracts; project rate; or module design rate.
 - o Experience in integrating online bill payments into website content, and experience in making a website interactive, user friendly, informative, and attractive to the website user.
 - o Experience in content management website construction. Preference will be given to respondents who have developed successful websites for other municipalities and/or government agencies. Please list the URL of any website you have developed for said agencies.
 - o Demonstrated creativity in governmental website development.

- B. Commitment to work with the City of Rancho Santa Margarita in addressing current and future needs with respect to website development, content, equipment and service requirements of City's website.
- C. Understanding of the work required by the City.
- D. Value/Benefit of the Respondent's proposal to/for the City.
- E. Completeness of responses to specific requirements of the RFP.
- F. Proposed approach in completing the work.
- G. References.
- H. Cost – broken down by phase and type of work.
- I. Extent to which the design concept reflects the objectives noted in this RFP.
- J. New equipment or license requirements that may affect short-term and long-term costs to the City of Rancho Santa Margarita.
- K. Evidence of Ability to Perform. Before the award of any contract, each respondent may be required to demonstrate to the satisfaction of the Rancho Santa Margarita City Council, or the designated committee, that it has the necessary facilities, ability, and resources to provide the services specified herein within the timeline required. The City of Rancho Santa Margarita may make reasonable requests deemed necessary and proper to determine the scope-of-work, and the respondent shall furnish to the City of Rancho Santa Margarita all information for this purpose.

Final Selection

Following the review of the proposals, presentation and interviews, the City may further invite a firm(s) to formally meet with City representatives/project team prior to making a final determination to address additional inquiries by the City and to discuss and/or negotiate terms and conditions for a final contract. Factors that will determine the final selection will include the finalization of terms in regards to service agreements and costs. However, the City reserves the right to reject any or all quotations, waive any informality in RFP's, and to accept or reject any items thereon.

Contract Commencement and Completion

The selected firm will be required to enter into an Agreement for the project with the City.

Any contract resulting from this RFP shall not be effective unless, and until, approved by the City Council. Upon approval, the contract shall start within 30 days after the award of the contract. The estimated completion date shall be defined in the proposal submitted by the selected firm, but shall be no later than 120 days from the award of the contract.

Before the City executes a contract, the selected firm shall furnish the City a certificate evidencing Workmen's Compensation Insurance with limits no less than \$1,000,000 per accident or disease and Comprehensive Public Liability Insurance or General Liability Insurance with limits no less than \$1,000,000 per occurrence. The City shall be named as additional insured. Certificates of Insurance must be accompanied by the applicable endorsements for the specific insurance policy.

Sample Contract

A sample contract is included as Exhibit A to the RFP.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into the _____ day of _____ by and between the CITY OF RANCHO SANTA MARGARITA, hereinafter referred to as ("City"), and _____, hereinafter referred to as ("Consultant").

IN CONSIDERATION of the mutual promises and covenants contained herein, THE PARTIES AGREE AS FOLLOWS:

Section 1. Scope of Work

Subject to the terms of this Agreement, Consultant shall perform the scope of work identified in Exhibit "A" attached hereto and incorporated herein by this reference. This includes, but is not limited to providing personnel to provide professional services, preparation of plan, specifications and estimates for media relations and community outreach activities.. If there is any conflict between Exhibit A and this Agreement, the provisions of this Agreement shall prevail.

Section 2. Compensation

A. Consultant shall invoice City monthly for services, based on the rates in Exhibit "B" attached hereto.

B. Invoices shall be sent to:

City of Rancho Santa Margarita
22112 El Paseo
Rancho Santa Margarita, California 92688

C. Payments under this Agreement shall be made to:

D. Invoices under this Agreement shall not exceed the total amount of \$_____. This amount shall not be exceeded without an amendment to this Agreement or as provided in Section 19.

E. City agrees to pay all undisputed invoice amounts within forty-five (45) days of the invoice date. City agrees to notify Consultant of any disputed invoice amounts within ten (10) days of the invoice date.

Section 3. Changes in Scope of Work

No additional fees shall be paid by City for services not included in this Agreement without an amendment to this Agreement executed by the parties or as provided in Section 19.

Section 4. Maintenance of Cost Records

Consultant shall maintain all books, documents, papers, employee time sheets, accounting records and other evidence pertaining to costs incurred and shall make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under this Agreement, for inspection by City. Copies thereof shall be furnished to City, upon its request.

Section 5. Term and Termination

A. This Agreement shall be effective _____ and shall terminate on _____, unless sooner terminated as provided in Section 5.B., below.

B. City may, with or without cause, terminate this Agreement at any time upon written notice to Consultant. Notice shall be complete when delivered in person or by facsimile or when received by mail, whichever is earlier. Termination shall be effective immediately upon notice, as described herein, unless a longer period of time is specified in the notice.

C. In the event this Agreement is terminated by City, Consultant shall be paid the value of services performed pursuant to this Agreement prior to the effective date of termination, less the amount of any payments previously made.

Section 6. Ownership of Documents

All plans, specifications, maps, or other documents prepared or obtained under this Agreement including electronic media shall be delivered to, and shall become the property of the City.

Section 7. Consultant's Responsibilities for Its Employees

At all times Consultant's officers and employees providing services under this Agreement shall be Consultant's employees for all purposes, including the purposes of all required payroll deductions and withholdings, workers' compensation insurance, health benefits and any other employee benefits provided by Consultant to its employees.

Section 8. Insurance Requirements

Consultant shall procure and maintain insurance for the duration of this Agreement against claims for injuries to persons or damages to property, which may

arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, or employees.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' compensation insurance as required by the State of California and employer's liability insurance.
4. Professional liability insurance.

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability: \$1,000,000 per claim and aggregate.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, the City may require the insurer to reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the City may require Consultant to procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of "A -" Policyholder's Rating, and a Financial Rating of at least Class VIII, or better, in accordance with the most current A.M. Best Rating Guide.

E. Other Requirements

Consultant shall provide an endorsement to City establishing that City has been added as an additional insured to the General and Automobile liability insurance policies required under this Agreement. The above policy/policies shall not terminate, nor shall they be canceled, nor the coverage reduced, until after thirty (30) days written notice is given to the City.

Consultant shall be responsible to establish insurance requirements for any Subcontractor hired by Consultant, subject to all of the requirements stated herein. Consultant shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor.

F. Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements affecting coverage. Said policies and endorsements shall conform to the requirements herein stated. All certificates and endorsements are to be received and approved by City **before work commences**. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on the standard industry forms, as listed below. City reserves the right to require Consultant's insurers to provide complete, certified copies of all required insurance policies at any time.

Required ACORD Form	Certificate of Liability Form 25-S (7/97)
Notice of Policy Termination	Cancellation Section of ACORD Form 25-S (7/97). Words " endeavor to " deleted from standard wording.

Required Insurance Services Office, Inc. Endorsements:

Commercial General Liability	Form CG2010 11 85: Or Form CG2010 10 93 and Form CG2037 10 01
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Automobile Liability	Form CA 0001 (Ed. 1/87)
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Section 9. Indemnity

A. All officers, agents, employees, subcontractors, their agents, officers and employees who are hired by or engaged by Consultant in the performance of this Agreement shall be deemed officers, agents, employees and subcontractors of Consultant, and City shall not be liable or responsible to them for anything whatsoever.

B. Consultant agrees to save, keep, hold harmless and defend City and all of its officers, agents, employees and subcontractors from all claims, damages, costs or expenses in law and in equity, including costs of suit and expenses for legal services, that may at any time arise or be claimed because of damage to property or injury to persons, including City, allegedly received or suffered by reason of any wrongful or

negligent act or omission on the part of Consultant or any of its officers, agents, employees and subcontractors in the performance of this Agreement.

C. Consultant shall not be deemed to assume any liability for wrongful or negligent acts of City or its officers, agents, employees and subcontractors, and City shall defend and hold Consultant harmless against any such claims.

D. Consultant agrees to defend, indemnify and hold harmless the City from all claims, demands, liability fines and penalties made by Consultant's employees from health, retirement or other benefits attributable to services performed pursuant to this Agreement.

Section 10. Consultant Not an Agent; Consultant As Independent Contractor

Except as specified herein, Consultant shall have no authority, expressed or implied, to act on behalf of the City in any capacity whatsoever as an agent. Consultant shall have no authority, expressed or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

At all times during the term of this Agreement, Consultant, its officers and employees providing services under this Agreement, shall be an independent contractor and shall not be an employee of the City. City shall not have the right to control the manner and means by which Consultant's services are rendered pursuant to this Agreement; however, City shall have the right to review the Consultant's work product, results and advice.

Section 11. Licenses, Permits

Consultant represents and warrants to City that it has obtained all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit or approval which is legally required for Consultant to perform its professional duties under this Agreement.

Section 12. Legal Action

A. Should either party to the Agreement bring legal action arising out of this Agreement against the other, the party prevailing in such action shall be entitled to reasonable attorneys' fees which shall be fixed by the judge hearing the case and such fee shall be included in the judgment.

B. This Agreement is to be interpreted in accordance with California law. In the event of any litigation regarding this Agreement, the parties agree the exclusive venue shall be in Orange County, California, whether in Federal or State Court.

Section 13. Assignment

This Agreement shall not be assignable by either party without the prior written consent of the other party.

Notwithstanding the above, Consultant may use the services of persons and entities not in their employ, when it is appropriate and customary to do so. Such persons and entities include, but are not necessarily limited to, surveyors, specialized consultants, and testing laboratories. Consultant's use of others for additional services shall not be unreasonably restricted by the City provided Consultant notifies the City in advance.

Section 14. Assignment of Individuals

Upon the City Manager's written request, Consultant will promptly remove any employee or officer supplied hereunder.

Section 15. Non-Discrimination

In the performance of the terms of this Agreement, Consultant shall not engage in discrimination in the employment of persons because of race, creed, color, religion, national origin, age, physical handicap, marital status or sex. Consultant's personnel providing services under this Agreement shall review City's sexual harassment policy and shall abide by such policy in performing services under this Agreement.

Section 16. Entire Agreement

This Agreement constitutes the entire understanding and agreement between the parties and supersedes all previous negotiations between them pertaining to the subject matter hereof. Each party to this Agreement has been advised by counsel of its choice, and in entering into this Agreement is relying upon its own investigation and evaluation and not upon any representations by any other party.

Section 17. Notices

When notice is required to be provided under this Agreement, it shall be provided to the following persons at the following addresses:

City:

City of Rancho Santa Margarita
22112 El Paseo
Rancho Santa Margarita, California 92688
(949) 635-1800

Consultant:

Section 18. Authorized Signers

Each signatory to this Agreement hereby warrants and represents that each has been authorized to enter into this Agreement on behalf of the entity for whom they sign.

Section 19. Minor Amendments

The City Manager is hereby authorized to approve minor written amendments to this Agreement on behalf of the City, subject to approval as to form by the City Attorney.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

Date: _____

By: _____

Title: _____

Date: _____

CITY OF RANCHO SANTA MARGARITA

By: _____
L. ANTHONY BEALL, MAYOR

ATTEST:

By: _____
Debbie Wolff, City Clerk

APPROVED AS TO FORM:

By: _____
John E. Cavanaugh, City Attorney



CITY OF RANCHO SANTA MARGARITA

**CONSULTANT'S ACKNOWLEDGEMENT OF COMPLIANCE
WITH INSURANCE REQUIREMENTS
FOR PROFESSIONAL SERVICES CONTRACT/AGREEMENT**

Consultant agrees, acknowledges and is fully aware of the insurance requirements as specified in **Section 8. Insurance Requirements** of the Agreement for Professional Services and accepts all conditions and requirements as contained therein.

Consultant: _____
Name (Please Print or Type)

By: _____
Consultant's Signature

Date: _____

This executed form must be submitted with Scope of Work proposal.