



City of Pacific Grove Request for Proposal (RFP)

to

**Prepare a Focused General Plan Update, Zoning Code &
Map(s) Update, Objective Design & Development Standards
(ODDS), and Conduct Associated Environmental Review &
CEQA Document Preparation**

CITY OF PACIFIC GROVE

**Issue Date: September 16, 2022
Proposal Due Date: December 2, 2022**

Submit responses to:

CONTACT: Anastacia Wyatt, Community Development Director
City of Pacific Grove
Community Development Department
300 Forest Avenue
Pacific Grove, California 93950
831-648-3182 or awyatt@cityofpacificgrove.org

Table of Contents

- 1. RFP Overview**
 - 1.1 Introduction and Background**
 - 1.2 Purpose of RFP**
 - 1.3 Minimum Qualifications**
 - 1.4 Schedule of Events**
 - 1.5 RFP Coordinator**
 - 1.6 RFP Amendment and Cancellation**
 - 1.7 Letter of Intent to Respond**
 - 1.8 Questions Pertaining to the RFP**
 - 1.9 Public Records Law**
 - 1.10 Rights to Submitted Materials**
 - 1.11 City Agreements and Insurance Requirements**

- 2. Scope of Work and Specifications**
 - 2.1 Overview of the Project**
 - 2.2 Environmental Analysis**
 - 2.3 Project Coordination Meetings and Project Management**
 - 2.4 Existing General Plan Audit**
 - 2.5 Work Plan**
 - 2.6 Meeting Schedule and Communication**
 - 2.7 Deliverables**

- 3. Proposal Submission Requirements**
 - 3.1 General Instructions**
 - 3.2 Proposal Format**
 - 3.2.1 Transmittal Letter**
 - 3.2.2 Table of Contents**
 - 3.2.3 Executive Summary**
 - 3.2.4 Company Information**
 - 3.2.5 Pricing**

- 4. Proposal Evaluation**

- 5. General Terms**
 - 5.1 General Conditions**
 - 5.2 Reference Checks**
 - 5.3 Changes to RFP**
 - 5.4 Submittal Address**

- 6. Attachment 1 – City of Pacific Grove Professional Services Agreement**

1. RFP Overview

1.1 Introduction and Background

The City of Pacific Grove is a Charter City known for small-town hospitality and friendliness. It is run by a council-manager form of government. The major operating departments of the City are: City Manager, Administrative Services, Community Development, Public Works, Police, Fire, Recreation and the Library.

The City population is 15,545 and it is approximately 2.86 square miles. Located in Monterey County, on the Monterey Peninsula, the City is surrounded on the north and west by Monterey Bay and the Pacific Ocean, respectively, unincorporated Pebble Beach to the south, the Army Presidio of Monterey (POM) to the southeast, and the City of Monterey to the east. Since its founding in 1875 as a Methodist “Chautauqua” or Retreat, Pacific Grove’s “landlocked” setting has influenced its development patterns and significantly affects its potential for new housing and employment today. The City encompasses approximately 3 square miles - much of it developed with mostly single-family residential homes, some multi-family development and 3 main commercial areas. Pacific Grove is regarded within the region as a desirable residential community and is currently comprised of historical buildings and architect-designed, well-maintained single-family, detached residences sited along tree-lined streets, most of which were constructed prior to 1960. The City’s proximity to employment centers, coupled with its excellent schools, low crime rate, historic architecture, scenic coastline, and beautiful parks contribute to this image.

The City is almost entirely built-out. Approximately 45 percent of the land is developed with housing of all types and approximately 6.5 percent consists of schools and public facilities. Approximately 5 percent of the City is developed with commercial/light industrial uses and the remaining approximately 44 percent is public parks, beaches, open space, churches, public rights-of-way and miscellaneous uses. The largest employers are the Pacific Grove Unified School District, the City, and the California State Parks (Asilomar State Park and Conference Grounds).

A key issue in planning for and facilitating the level of growth called for in Pacific Grove’s allocation based on the draft Regional Housing Needs Allocation (RHNA) methodology is the continuing moratorium on new water connections for communities served by Cal-Am, including Pacific Grove. Water limitations will need to be considered in the required analysis of constraints on development, with proposed actions for reducing or eliminating the constraints identified. This will be an important discussion in the focused update through the review process. However, the current moratorium will not be eliminated or directly addressed through the focused general plan update.

There are separate processes underway to develop viable strategies for addressing the Peninsula’s water issues. Until those strategies are agreed upon and implemented, the City’s General Plan will need to proceed with planning for and implementing zoning and development regulation changes necessary to accommodate changes to state law since 1994, as well as Pacific Grove’s final RHNA of 1,125 units.

1.2 Purpose of RFP

The purpose for the City of Pacific Grove's request for proposal is to identify and select a vendor with a proven record of accomplishment to prepare a focused update to the City's 1994 General Plan, including the Land Use, Safety, and Transportation Elements, accompanying zoning ordinance and maps, objective design and development standards, and related environmental review in conformance with the California Environmental Quality Act (CEQA) necessary for approval of the General Plan. The Proposer's team for this project should be multi-disciplinary and shall include expertise in all appropriate areas of General Plan and zoning ordinance development as outlined in the State of California [2017 General Plan Guidelines](#). The City would like the proposer to include required Hazard Mitigation Planning, Climate Action Planning requirements, and Environmental Justice within the focused update and elements rather than separate elements.

The City is undergoing a Housing Element Update with the required CEQA review to submit the Housing Element by December 2023 for the City's 6th Cycle Housing Element Update. Based on the Housing Element update and required zoning changes, modifications to accommodate the City's anticipated RHNA would be included in this focused update. The environmental review will generally analyze the broad environmental effects of implementing the changes in the Focused General Plan Update, related amendments to other General Plan elements, and updates to implementing tools such as the Zoning Ordinance, ODDS, and Subdivision Ordinance.

1.3 Minimum Qualifications

The City is seeking a qualified firm ("Consultant") that has extensive experience in preparing General Plans, a proven ability to assess a City's current conditions, and knowledge of current State and federal regulations as it applies to the completion of General Plan updates and CEQA compliance. The precise scope of services in the Professional Services Agreement will be negotiated between the City and the successful proposing consultant. Rather than present in this RFP an all-inclusive scope of services for the consultant to perform, interested firms should develop their own specific scope of work, deliverables and schedule based on the information found in this request, and following the most up-to-date industry practices. It is anticipated that this update will result in changes to the City's Land Use Map, Zoning Map and Municipal Code. In addition, the Consultant must be familiar with innovative public participation techniques to maximize public input within the decision-making process. The Consultant should be knowledgeable and competent in the environmental analysis and CEQA compliance documents.

Please note that the format and number of documents listed as deliverables in your proposal may need to be modified pursuant to Executive Order N-80-20, signed on September 23, 2020, or any other Executive Order pertaining to certain requirements for filing, noticing, and posting of CEQA documents.

At a minimum, the scope of services will include completion of the CEQA compliance process and required documentation and noticing for the project, pursuant to §16053 of State CEQA Guidelines, which includes preparation of all required notices and environmental impact assessments, any necessary consultations with resource agencies, and identification of applicable permits and approvals required, if any, in concert with the preparation of updated Elements as required by the most recent Office of Planning and Research (OPR) General Plan Guidelines. The selected consultant will also be

expected to attend at all CEQA and General Plan Update related meetings, including community meetings and meetings of the Planning Commission and the City Council.

1.4 Schedule of Events

The RFP schedule of events identifies the City’s best estimate of the schedule that will be followed.

RFP Issued	September 16, 2022
Virtual Pre-Bid Conference Zoom Call & Question Submittal	October 21, 2022, 9-10am
Posting of Answers from Pre-Bid Conference	October 24, 2022, 5pm
Deadline for Written Questions	October 28, 2022, 5pm
City Issues Response to Written Questions	November 4, 2022, 5pm
Deadline for Submitting a Proposal	December 2, 2022 at 5pm
City Evaluation of Proposals	December 5-30, 2022
Selected Consultant Interviews	January 13, 2023
Consultant Selected	January 27, 2023
City Council Authorization of Contract	February 2023
Contract Execution/Kick-Off Meeting	March 2023

Zoom information for the virtual Pre-bid conference dated October 21, 2022 at 9am is below:

When: Oct 21, 2022 09:00 AM Pacific Time (US and Canada)
 Topic: City of PG RFP Pre-Bid Conference call

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/89070493682>

Or One tap mobile :

US: +16692192599,,89070493682# or +16699009128,,89070493682#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 669 219 2599 or +1 669 900 9128 or +1 213 338 8477 or 877 853 5247 (Toll Free) or 888 788 0099 (Toll Free)

Webinar ID: 890 7049 3682

International numbers available: <https://us02web.zoom.us/j/89070493682>

The City reserves the right to adjust this schedule as it deems necessary.

1.5 RFP Coordinator

All communications concerning this RFP must be submitted in an e-mail to the RFP Coordinator, Alex Othon, Associate Planner. The RFP Coordinator will be the sole point of contact for this RFP. The coordinator can be reached via email at aothon@cityofpacificgrove.org.

1.6 RFP Amendment and Cancellation

The City reserves the unilateral right to amend this RFP in writing at any time. The City also reserves the right to cancel or reissue all or any part of the RFP at its sole discretion. This

information will be posted to the City's website: https://www.cityofpacificgrove.org/our_city/departments/administrative_services/bids__rfps/index.php If an amendment is issued, it will be provided to all vendors who have submitted a Letter of Intent to Respond.

1.7 Letter of Intent to Respond *[Optional]*

Vendors who anticipate submitting a proposal are encouraged to submit an email indicating a vendor's intent to respond to this RFP. The letter of intent should be emailed to the RFP Coordinator. The subject line should read, "Company Name – Letter of Intent to Respond". The following information should be included in the Letter of Intent to Respond:

- Name of Vendor
- Vendor's Address
- Vendor's Contact Person
- Contact Person's Telephone Number & E-mail Address
- Name and version of system to be proposed

Submittal of a Letter of Intent to respond is highly desirable for submitting a proposal and is necessary to ensure a vendor's receipt of RFP amendments and other communications regarding the RFP. The Letter of Intent does not bind vendors to submitting a proposal. Not submitting a Letter of Intent does not preclude a vendor from submitting a proposal by the required deadline.

1.8 Questions Pertaining to the RFP

All questions pertaining to this RFP must be submitted by e-mail to the RFP contact Alex Othon, Associate Planner at aothon@cityofpacificgrove.org. All vendors who have notified the City of their intent to respond to the RFP will be provided, via e-mail, a copy of all questions submitted as well as the City's response.

1.9 Public Records Law

Pursuant to the California Public Records Act, Government Code Section 6250 and following, public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. All submitted proposals are subject to the California Public Records Act, and may be determined to be public records subject to disclosure, even if the vendor claims confidential treatment. The City will disclose public records as required under the California Public Records Act.

1.10 Rights to Submitted Materials

All Proposals and related correspondence, reports, charges, schedules, exhibits and other documentation submitted with this RFP will become property of the City and a matter of public record. All documents submitted in response to this request will be subject to disclosure if requested by a member of the public. There are a very limited number of narrow exceptions to these disclosure requirements.

1.11 City Agreements and Insurance Requirements

The successful proposer(s) will be required to sign a contract with the City relating to the work to be performed. Once selected, the proposer must procure and maintain insurance in accordance with the City's insurance requirements for the duration of the contract. The cost of this insurance is the proposer's responsibility.

2. Scope of Work and Specifications

2.1 Overview of the Project and Preparation of the Focused General Plan Update

The focused General Plan update must include a robust public engagement program that engages all sectors of the City's population in this planning effort; a program that identifies the community values and translates those values into a community vision out to the year 2045. Include in the budget proposal how many meetings would be anticipated for public engagement and staffed by the Consultant engagement team. The General Plan update must also identify how the community's vision and values will be implemented through the General Plan update document. A General Plan Technical Advisory Group (GPTAG) is expected to be formed and utilized as the common thread throughout the update process.

The General Plan update must address what land use opportunities should be explored based on requests received from property owners, compatibility, and strategic locations that will promote revenue development and enhancement. The update should also address how current and future technological breakthroughs, such as telecommuting, video conferencing, driverless cars, same-day retail delivery, etc. might affect the livability of the Pacific Grove community and how infrastructure, parking lots, and community access might be affected. Due to the nature of Pacific Grove's historic development pattern, there are limitations in circulation and connectivity. In addition, the update will need to address all State directives including legislation adopted pertaining to General Plans since 1994, including but not limited to Climate Change and Environmental Justice.

2.2 Environmental Analysis

The Consultant shall be responsible for all CEQA work on the General Plan Update. Any resulting mitigation measures shall be accompanied by a mitigation monitoring program prepared by the Consultant. The Consultant shall prepare a comprehensive Environmental Impact Report (EIR) for the work contemplated in the RFP in accordance with the latest procedural and substantive requirements of CEQA. Timing for the preparation of the focused General Plan update and the EIR shall be overlapping so that the information collection can be used for both documents. This will ensure the preparation of both documents will be parallel and consistent.

The Consultant shall be responsible for any and all procedural steps, including (but not limited to), the preparation of public notices, AB 52 & SB 18 Consultation, Notifications, Resolutions, Ordinances, Notice of Preparation, Notice of Completion, Notice of Determination, Filing Notices with County Offices, Filing Notices with the State Clearinghouse, providing notices to local and state agencies as needed, Statement of Overriding Considerations (if necessary), Facts and Findings and Responses to Comments. The Consultant shall also be responsible for scheduling and conducting a scoping meeting(s). The scoping meeting shall include either meeting individually with or soliciting comments

from all responsible affected and trustee agencies in order to identify and discuss issues, actions, alternatives, potential and significant environmental effects and potential mitigation measures.

The Consultant will prepare technical support reports or appendices as required. This may include, but may not be limited to, traffic modeling, geotechnical, biological, air quality, noise, GHG emission reductions, and archeological reports. The City shall review and approve all documents prior to distribution by the Consultant. Policy and implementation programs shall be assessed for their impacts and mitigation measures shall be identified. The EIR shall reference pertinent analysis of the General Plan sufficient to allow for enactment of future development in the City. Cumulative and growth inducing impacts shall also be included in specific sections of the document; the EIR shall consider full “build-out” of the General Plan. A technical appendix clearly identifying all supporting documents shall be part of the EIR.

A Mitigation Measures and Monitoring Program shall be prepared pursuant to CEQA. This document shall be a separately bound document from the EIR. The Consultant shall develop recommended implementation measures appropriate for each element and also identify the appropriate party responsible for implementation, monitoring, capital costs and confirmation of implementation. Recommendations shall be developed for a mitigation monitoring system designed to ensure accomplishment of the General Plan goals.

2.3 Project Coordination Meetings and Project Management.

The Consultant shall provide effective project management throughout the entire update, including the environmental review and implementation processes, to ensure that a quality document is prepared on time and within the budget.

The Consultant shall be responsible for the following focused General Plan update management:

- Preparation and maintenance of a master project schedule based on anticipated project milestone schedules, and integrate all reviews, approvals or other actions required for the reviewing bodies and any other entities.
- Assistance with and/or presentation of all documents to the approval bodies, including the General Plan Technical Advisory Group (GPTAG), Planning Commission, the City Council, and the public through a series of meetings and hearings. The schedule for each phase of the General Plan update should also include intervals or key points when the GPTAG will be convened as well as when the Planning Commission and City Council will review work products.
- Assist in the organization and scheduling of, attend, and keep minutes and/or notes of all project-related meetings.
- Management and supervision of Consultant team; Consultant will review and make changes to any staff reports/ordinances/resolutions during the duration of the General Plan process.
- Delivery of all work products for public review in both paper and electronic formats.
- Provision and coordination with the City IT Department of a General Plan update dedicated website and resident social media campaign on City and other related community platforms.

2.4 Existing General Plan Audit

The City of Pacific Grove’s General Plan was last comprehensively updated in 1994. Since that time, the State has adopted several laws that affect content and process for general plans. The consultant will

be expected to review the City's current General Plan in light of applicable State legislation and prepare a memorandum identifying updates needed to bring the General Plan into conformance with current State law. The consultant will ensure that the City's General Plan follows all current laws.

The City's General Plan may need to be updated to incorporate the following laws adopted since 1994 to include but not limited to the following:

- Climate Change and Greenhouse Gas (GHG) Emissions (AB 32, 2006)
- Local Hazard Mitigation Plan Integration (GHG) Emissions (AB32, 2006)
- Flood Control (AB 162, 2007; SB 5, 2007; AB 70, 2007; AB 156, 2007)
- Sustainable Communities (SB 375, 2008; SB 575, 2009)
- Complete Streets Act (AB 1358, 2008)
- Fire Hazards (SB 1207, 2010; SB 1241, 2014)
- Disadvantaged Unincorporated Communities (SB 244, 2011; SB 1090, 2012)
- Expedited Infill Development (SB 226, 2011)
- Transportation Impacts (SB 743, 2013)
- Property and Business Improvement Districts and Infrastructure Financing Districts (SB 1462, 2014)
- Sustainable Groundwater Management Act (AB 1739, 2014)
- Tribal Cultural Resources (AB 52, 2014)
- Climate Change Adaptation (SB 379, 2015)
- 2030 GHG Emissions Target (SB 32, 2016)
- Planning for Healthy Communities Act (SB 1000, 2016)
- Hazard Mitigation Planning and Safety Element (AB 747, 2019; SB 99, 2019)
- Climate Pollution Reduction in Low-Income Homes Initiative (SB 1035, 2018)
- Active Transportation Requirements for Circulation Plans (if adopted – SB 932, 2022)

2.5 Work Plan

The Consultant is to provide a detailed Project Schedule/Work Plan which includes a list of required key tasks, activities, durations and milestones to complete the focused General Plan update and CEQA documentation. Time frames should be stated in terms of the number of calendar days required to complete the specified tasks using the City's Notice to Proceed as the start date. The schedule should identify time periods as the total elapsed time from the start date. The schedule should track the independent timing for each of the major work components and the different documents to be developed, reviewed, and adopted. The schedule should include the public participation process, interviews, community workshops, and public hearings. City staff will discuss the Work Plan with the selected Consultant prior to execution of a contract for the project.

2.6 Meeting Schedule and Communication

The Consultant will keep the City staff fully apprised of the status for the project by providing timely meetings and other forms of communication.

- Consultant will designate a Project Manager who will be the point-of-contact for the City. This individual will attend all meetings and be responsible for the overall coordination of activities and completion of the General Plan update. Communication with City staff is essential. It is

anticipated that these meetings will be comprised of the Lead Consultant, and team members if appropriate, as well as City staff. These bi-monthly meetings will be held via Zoom or other comparable virtual meeting program.

- It is also anticipated that the use of conference calls will be necessary at various times throughout the process. The number of these meetings is indeterminate and are not in lieu of the bi-monthly meetings.
- A minimum of ten (10) Planning Commission meetings and five (5) City Council meetings should be included in the Proposed Budget. Please note that at the discretion of the City, joint meetings of the City Council and Planning Commission may be convened and shall constitute as one (1) meeting. Please list the cost for each individual Planning Commission and City Council meeting as a separate cost item and include these meetings in the Work Plan and Budget, with a distinction between live and virtual meetings as an option.
- Prepare informative PowerPoint presentations for staff to reference at meetings where the Consultant is not present.

2.7 Deliverables

As part of the City of Pacific Grove's commitment to a paperless organization, all deliverables to be used for internal staff distribution shall be submitted electronically in both Microsoft Word and PDF in a manner to be determined between the Consultant and City. Paper copies shall only be used when required for outside agencies or for the availability of the general public as required. The electronic format should be easily viewed on a desktop or smartphone with no compatibility issues. The City desires an electronic version of the General Plan to be an active one for the user. The user should be able to click on items in the table of contents, maps and other important information in the General Plan and be automatically directed to the page. The City desires the consultant to utilize a program compatible with City programs to format and present the General Plan. A separate PDF version of the General Plan will also be expected from the consultant.

1. Maps and graphics for all community and public hearing meetings.
2. Existing Conditions Report containing a summary of findings, data, assumptions, and a draft outline of the preliminary General Plan. The report should also contain preliminary policy and land use recommendations and implementation measures.
3. Based on the Existing Conditions Report, prepare a Strengths, Weaknesses, Opportunities, and Threats (S.W.O.T.) Analysis
4. Administrative Draft General Plan
5. Draft General Plan Update
6. Administrative Final General Plan Update
7. Final General Plan Update
8. Administrative Draft EIR
9. Draft EIR
10. Administrative Final EIR
11. Final EIR
12. Facts and Findings and Statement of Overriding Considerations (if applicable)
13. Mitigation and Monitoring Program
14. Zoning Code and Map Update
15. The Administrative Record in both hard copy and digital formats
16. GIS shapefiles (.shp) shall be provided to the City within 45 days of completion of the project.

3. Proposal Submission Requirements

3.1 General Instructions

Proposals should provide a straightforward, concise description of the vendor's company, qualifications, proposed solution, and capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.

Proposals should be organized consistent with the outline provided in this section of the RFP. Vendors must follow all formats and address all portions of the RFP set forth herein providing all information requested. All costs associated with the preparation of RFP submittals shall be borne by the respondent. This RFP does not constitute any form of offer to contract.

Submittals must be received no later than December 2, 2022. Proposals received after this date and time will not be considered.

3.2 Proposal Format

Format

All submittals must follow the format described in this section. Respondents are encouraged to submit clear and concise responses to the RFP. The City reserves the right to include or exclude any part of the submittals in the final agreement with the selected consultant.

Proposals must be provided both electronically (PDF) with eight (8) physical copies. Pages should be formatted to 8½" x 11" size with font no less than 12 point. All pages shall be numbered. Drawings and tables provided with the submittal shall not exceed 11" x 17."

To be considered for selection, submittals must arrive by the date and time specified in Section VI. Email or otherwise submit proposals to: awyatt@cityofpacificgrove.org

It is the sole responsibility of the Proposer to ensure timely delivery. Late proposals shall not be considered.

Content

The successful proposal will describe the approach, the process and costs to prepare and conduct the deliverables outlined in Section III Scope of Services. The content of your proposal should include the following in summary form:

Part 1 | Cover Letter

In no more than three (3) pages, the Cover Letter shall include:

1. The names of the key members of the consultant team;
2. The mailing address, telephone number, email address and the name of the main point of contact for the consultant team;
3. A summary of the consultant's experience and qualifications and the significant advantages to selecting the consultant; and

4. An acknowledgement of receiving any addendum(s) to the RFP document sent out by the City.

Part 2 | Project Approach, Scope of Work, Timeline and Deliverables

Describe the strategy for achieving the goals and deliverables of the project. Include a detailed scope of work noting applicable deliverables as noted in this RFP. Outline the consultant's proposed approach to the services contemplated, including a general timeline demonstrating successful completion of the services.

Part 3 | Consultant Identification and Team

Provide the name of the consultant, the consultant's principal place of business, and the name and telephone number of the contact person. Clearly identify team members, their roles, qualifications, and relevant experience. Include a resume of each key staff member identified. Any professional services required but not proposed by the qualified consultant firm shall be listed and reasons should be provided for not including them as part of the proposal.

Part 4 | Related Project Examples and References

Provide recent (within the past 10 years) examples of relevant projects completed by the consultant that exhibit the team's ability to successfully complete a range of services as listed above. Discuss whether the CEQA documentation was completed on time and within budget. Along with each example, please include descriptive information such as location of the project, date, scope and scale, contract amount, name of the team member(s) involved in the project and their roles, name of the client, and email address and telephone number of the client contact.

Part 5 | Fee Proposal and Billing Rate Sheet

Provide an estimated cost to complete the project and itemized billing rate schedule that identifies hourly rates for each proposed staff members and expenses. Include any proposed cost-plus charges on sub-consultant work, if any.

Failure to follow the specified format, to label the responses correctly, or to address all of the subsections may result in the rejection of the Proposal.

3.2.1 Table of Contents

All pages are to be numbered and the table of contents should identify each major section.

3.2.2 Executive Summary

This section of the proposal should provide a concise synopsis of vendor's proposal and credentials to deliver the services sought under the RFP. In addition, it should explain how the Focus General Plan Update will differentiate itself from other vendor solutions and the reasons the City should select the proposed solution. This may include a list of the unique features that give the vendor a competitive edge in the agenda management system market.

3.2.3 Company Information

This section of the proposal must include the following company information:

- Provide the legal entity name, Federal Employer Identification Number (EIN), and form of business (i.e. Corporation, LLC, etc.).
- Identify if the vendor is a subsidiary of a larger company. If so, whom?
- Provide a primary contact name, address, phone number, and email address.
- Identify the location of company headquarters and offices, which will support the implementation.
- Identify the location, hours of operation, and contact information of ongoing maintenance and support staff.
- Provide the current number of employees at the company.
- Provide the current number of employees dedicated to the solution you are proposing.
- Identify all subcontractors and associated scope of work.
- List the company's Pacific Grove business license number, or statement of understanding that a business license must be purchased prior to doing business with City.
- Identify any pending litigation against the vendor.
- Identify if vendor has filed any bankruptcy or insolvency processing in the last 10 years.
- Identify any mergers, acquisitions, or sales of the vendor company within the last five years (if so, an explanation providing relevant details).

3.2.4 Implementation Approach

In this section the vendor should address the following:

- Provide a project organization chart highlighting the key staff who will be assigned to accomplish the work an related bios for the project manager and key personnel
- Describe your implementation methodology and approach. This includes the tools and techniques that will be used and methodologies that the firm will employ.
- Describe the roles and responsibilities of both the City and vendor staff during each phase of implementation. In addition, provide an estimated level of effort and skillset required for the City staff during implementation.
- Provide a project schedule that includes all tasks, deliverables, milestones, and resources required. The City seeks a detailed understanding of the work plan that will be followed to ensure success.

3.2.5 Pricing

BUDGET PROPOSAL

Although an important aspect of consideration, the financial cost estimate will not be the sole justification for consideration. The City does expect a fair and reasonable project cost backed by itemization of how the costs per phase and task were developed. Negotiations may or may not be conducted with the firm; therefore, the proposal submitted should contain the firm's most favorable terms and conditions since selection and award may be made without discussion with any firm. All prices should reflect "not to exceed" amounts per item. The City desires the Consultant to use available data sources and technical tools provided by local, regional and state government entities in order to minimize costs associated with new data collection efforts. Consultant shall list the available data sources that are proposed to be used.

Proposals should include, at minimum, the costs for the completion of each major task in the work program. Each task should clearly identify the Consultant team member who will be primarily responsible for completing the task. Costs should be segregated into a time and materials rate schedule

and a not-to-exceed maximum amount for all work. Indicate hourly rates of individuals involved, number of hours for each component, task or product, and the fee structure for additional work outside of the contract and optional items. Prices shall represent the cost of finished products and cost estimates shall identify expenditures for graphics, base maps, public meetings and hearing participation, printing, legal notices, postage, mailing, advertising, travel, and other incidental and administrative costs.

A separate price quote shall be provided for Environmental Review and CEQA compliance work.

NOTE: At the City's discretion, City reserves the right to award separate contracts to differing consultants for the CEQA and the General Plan/Public Participation work. The Consultant's budget should take this into consideration and state if there will be an impact on the work schedule or budget should the Consultant not be awarded a contract for both the General Plan Update and CEQA work. This statement should appear in the Consultant proposal cover letter.

4. Proposal Evaluations

After the proposals are received, the City shall review and evaluate them for responsiveness to the RFP in order to determine whether the proposer possesses the qualifications necessary for the satisfactory performance of the services required. The City may also investigate qualifications of all proposers to whom the award is contemplated, and the City may request clarifications of proposals directly from one or more proposers.

In reviewing the proposals, the City will consider the following:

- The qualifications (including education, training, licenses, experience and past performance) of the proposer and its agents, employees and sub-consultants in completing projects of a similar type, size and complexity.
- The feasibility of the proposal based upon the methodology of the proposed scope of services to meet the City's needs, the quality of services proposed, and the reasonableness of the total project costs and of the proposed time period over which the work will be completed.
- Understanding of the work to be completed based upon the clarity of the proposal and responsiveness to this RFP.
- Quality, clarity, completeness, and responsiveness of proposal.
- Demonstrated ability to work in a cooperative and collaborative manner with clients.
- Proposed timeline.
- Anticipated value and price.
- Perceived risk or lack of risk
- Company financial stability.
- References for each of the primary product(s) and service(s) proposed
- Results of interviews, demonstrations, and site visits.
- Reasonableness of proposed terms and conditions of draft legal agreement(s)
- Ability to negotiate and execute a contract in a timely manner.

The City reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for the purpose of clarification with any or all vendors. The purpose of any such discussions

shall be to ensure full understanding of the proposal. Discussions shall be limited to specific sections of the proposal identified by the City and, if held, shall be after initial evaluation of proposals are complete. If clarifications are made as a result of such discussion, the vendor shall put such clarifications in writing.

5. General Terms and Conditions

5.1 General Conditions

- The City reserves the right to reject any and all proposals, to waive any informality, to request interviews of Contractor(s) prior to award and to select and negotiate the Contract services in the best interest of the City.
- The City reserves the right to accept all or part of any proposal, and to negotiate a contract for services and cost with the selected Contractor.
- The Contractor shall provide all necessary personnel, materials and equipment to perform and complete all work under this proposal.
- The Contractor shall be unbiased and vendor neutral.
- Unless otherwise stated, invoices are to be submitted to the Community Development Department upon delivery of service to the City. The invoice must include an itemization of all services provided, including unit list price, net price, extensions total amount(s) due, and amounts previously paid.
- Unless otherwise stated, payment will be made within thirty (30) days of the completion of the service, in an acceptable fashion, to the City, and receipt of invoice, whichever is later.
- The contract for the services described in the RFP should not be considered exclusive. As deemed necessary, the City reserves the right to obtain these services from any other vendor.
- Neither party shall be liable for any inability to perform its obligations under any subsequent agreement due to war, riot, insurrection, civil commotion, fire, flood, earthquake, storm or other act of nature.
- Notification of the parties shall be considered to have been constructively received when it is mailed via the United States Postal Service, e-mailed, or delivered in hand to the parties as stated in the contract.
- Proposal shall also mean quotation, bid, offer, qualification/experience statement, and services. Proposers shall also mean vendors, proposer's, bidders, or any person or firm responding to a Request for Information.
- The City reserves the right to retain all proposals for a period of 60 days for exam and comparison.

- All contracts entered into by the City of Pacific Grove shall be governed by the Laws of the State of California. Any disputes shall be resolved within the venue of the State of California.
- The proposer may submit an alternative proposal or proposals that it believes will also meet the City's project objectives, but in a different way. In this case, the proposed must provide an analysis of the advantages and disadvantages of each of the alternatives, and discuss under that circumstances the City would prefer one alternative to the other(s).
- Any documents resulting from the contract will be the property of the City of Pacific Grove, CA.
- Causes for Disqualification:

Any of the following may be considered cause to disqualify a proponent without further consideration:

- Evidence of collusion among proponents;
- Any attempt to improperly influence any member of the evaluation panel;
- A proponent's default in any operation of a professional services agreement which resulted in termination of that agreement; and/or
- Existence of any lawsuit, unresolved contractual claim, or dispute between proponent and the City.

5.2 Reference Checks

The City of Pacific Grove reserves the right to contact any reference, or any client listed in the documents for information which may be helpful to the City in evaluating the Contractor's performance on previous assignments.

5.3 Changes to RFP

Changes to the RFP will be e-mailed to all vendors that submitted a letter of intent to respond. Such changes become an integral part of the RFP for incorporation into any contract awarded pursuant to the RFP.

5.4 Submittal Address

Send proposals to Anastacia Wyatt at awyatt@cityofpacificgrove.org or mail to:

City of Pacific Grove
Community Development Department
Attn: Anastacia Wyatt
300 Forest Avenue
Pacific Grove, CA 93950

If submitting by mail, please ensure "Focused General Plan Update" is written in the lower left-hand corner of the envelope. Eight bound copies plus one reproducible/faxable unbound copy should be submitted.

Proposals must be complete and submitted by the due date. Late submissions or delivery via facsimile will not be considered. The City assumes no responsibility for delays caused by delivery service. Postmarking by the due date will not substitute for actual receipt.

ATTACHMENT 1

**CITY OF PACIFIC GROVE
PROFESSIONAL SERVICES AGREEMENT**

This PROFESSIONAL SERVICE AGREEMENT (“PSA”) FOR NON-CONSTRUCTION PROJECTS (“Agreement”), is made and effective as of [Insert date], between the City of Pacific Grove (“City”), a municipal corporation and [Insert consultant], [a sole proprietorship, partnership, limited liability partnership, corporation] (“CONSULTANT”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on [Insert date] and shall remain and continue in effect until the tasks described herein are completed, but in no event later than [Insert date], unless sooner terminated pursuant to the provisions of this Agreement.

2. SCOPE OF WORK

CONSULTANT shall perform the tasks and services (“Services”) described and set forth in Exhibit A, Scope of Services, attached hereto and incorporated herein as though set forth in full. CONSULTANT shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A. To the extent that Exhibit A is a proposal from CONSULTANT, such proposal is incorporated only for the description of the Scope of Services and no other terms and conditions from any such proposal shall apply to this Agreement unless specifically agreed to in writing.

3. PERFORMANCE

CONSULTANT shall at all times faithfully, competently and to the best of their ability, experience, and talent, perform all Services 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 their obligations under this Agreement.

[IF RFP ADD: CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

CONSULTANT is bound by the contents of City’s Request for Proposal on file hereto and incorporated herein as Exhibit D, and the contents of the proposal submitted by CONSULTANT, available on file at _____, hereto and incorporated herein as Exhibit E. In the event of conflict, the requirements of City’s Request for Proposals and this Agreement shall take precedence over those contained in CONSULTANT’s proposals.]

4. CITY MANAGEMENT

The City Manager, or their designee, shall represent City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by CONSULTANT, but not including the authority to enlarge the Scope of Work or change the compensation due to CONSULTANT. The City Manager shall be authorized to act on City’s behalf

and to execute all necessary documents that enlarge the Scope of Work or change CONSULTANT's compensation, subject to Section 6 hereof.

5. PAYMENT

- a. The City agrees to pay CONSULTANT monthly, in accordance with the payment rates and terms and the Payment Schedule as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed [Insert amount] dollars (\$ __.00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.
- b. The City Manager's contract authority is limited to \$39,999.99, which includes all costs. Contracts, including any contract amendments that exceed the total threshold, require City Council approval. Any contracts, including contract amendments that exceed the total threshold, which do not have City Council approval, shall be void.
- c. CONSULTANT shall not be compensated for any Services rendered in connection with its performance of this Agreement that are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager or the City Council. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and CONSULTANT at the time City's written authorization is given to CONSULTANT for the performance of said services.
- d. 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. If the City disputes any of CONSULTANT's fees it shall give written notice to CONSULTANT within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within forty-five (45) days of receipt of an invoice therefore.

6. INSPECTION

City shall at all times have the right to inspect the work and materials. CONSULTANT shall furnish all reasonable aid and assistance required by City for the proper examination of the work and all parts thereof. Such inspection shall not relieve CONSULTANT from any obligation to perform said work strictly in accordance with the specifications or any modifications thereof and in compliance with the law.

7. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

- a. The City may at any time, for any reason, without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon CONSULTANT at least thirty (30) days prior written notice. Upon receipt of said notice, CONSULTANT shall immediately cease all Services 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.
- b. In the event this Agreement is terminated pursuant to this Section, the City shall pay to CONSULTANT the actual value of the Services performed up to the time of termination,

provided that the Services performed are of value to the City. Upon termination of the Agreement pursuant to this Section, CONSULTANT will submit an invoice to the City pursuant to Section 6.

8. DEFAULT OF CONSULTANT

- a. 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 Services performed after the date of default and can terminate this Agreement immediately by written notice to the CONSULTANT. If such failure by the CONSULTANT to make progress in the performance of Services hereunder arises out causes beyond the CONSULTANT's control, and without fault or negligence of the CONSULTANT, it shall not be considered a default.
- b. If the City Manager or designee determines CONSULTANT is in default in the performance of any of the terms or conditions of this Agreement, they shall cause to be served upon CONSULTANT a written notice of the default. The CONSULTANT shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event CONSULTANT fails to cure its default within such period of time or fails to present City with a written plan for the cure of the default, 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.

9. OWNERSHIP OF DOCUMENTS

- a. 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 its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. If there is a substantial billing deviation adverse to City, then the cost of an audit shall be borne by CONSULTANT. Such records, together with supporting documents, shall be maintained for a period of five (5) years after receipt of final payment.
- b. Upon completion of, or in the event of termination or suspension 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 City and may be used, reused, or otherwise disposed of by City without the permission of CONSULTANT. With respect to computer files, CONSULTANT shall make available to City, at CONSULTANT's office and upon reasonable written request by City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. CONSULTANT hereby grants to City all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other

documents prepared by CONSULTANT in the course of providing the Services under this Agreement.

10. RECORD AUDIT

In accordance with Government Code, Section 8546.7, for expenditures of greater than \$10,000, records of both City and CONSULTANT shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

11. INDEMNIFICATION AND DEFENSE

Indemnity

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless City and any and all of its officers, employees and agents (“Indemnified Parties”) from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel’s fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of CONSULTANT, its officers, agents, employees or subconsultants (or any City or individual that CONSULTANT shall bear the legal liability thereof) in the performance of Services under this Agreement. CONSULTANT’s duty to indemnify and hold harmless City shall not extend to the City’s sole or active negligence.

Duty to defend

In the event City, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the Services encompassed by this Agreement, and upon demand by City, CONSULTANT shall defend City at CONSULTANT’s cost or at City’s option, to reimburse City for its costs of defense, including reasonable attorney’s fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by CONSULTANT’s negligent acts, errors or omissions. Payment by City is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONSULTANT and City, as to whether liability arises from the sole or active negligence of the City or its officers, employees, or agents, CONSULTANT will be obligated to pay for City’s defense until such time as a final judgment has been entered adjudicating the City as solely or actively negligent. CONSULTANT will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney’s fees, expert fees and costs of litigation.

12. INSURANCE

CONSULTANT shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached to and part of this Agreement.

13. INDEPENDENT CONSULTANT

- a. CONSULTANT is and shall at all times remain as to City a wholly independent consultant and/or 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, employees, or agents of City. CONSULTANT shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.
- b. 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.

14. LEGAL RESPONSIBILITIES

CONSULTANT shall keep itself informed of State and Federal laws and regulations that in any manner affect those employed by it or in any way affect the performance of its Services pursuant to this Agreement. CONSULTANT shall at all times observe and comply with all such laws and regulations. City, and its officers, employees, and agents shall not be liable at law or in equity occasioned by failure of the CONSULTANT to comply with this Section.

15. UNDUE INFLUENCE

CONSULTANT declares and warrants that no undue influence or pressure was used against or in concert with any officer, employee or agent of 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, employee or agent of City has or will receive compensation, directly or indirectly, from CONSULTANT, or from any officer, employee or agent of CONSULTANT, in connection with the award of this Agreement or any Services to be performed as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling City to any and all remedies at law or in equity.

16. NO BENEFIT TO ARISE TO CITY OFFICERS AND EMPLOYEES

No officer, employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Services performed under the Agreement during their 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. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

- a. All information gained by CONSULTANT in performance of this Agreement shall be considered confidential and shall not be released by CONSULTANT without City's prior written authorization. CONSULTANT, its officers, employees, agents, or subconsultants, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives City notice of such court order or subpoena.
- b. CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City, unless City is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless CONSULTANT is prohibited by law from informing City of such Discovery. City retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to CONSULTANT in such proceeding, CONSULTANT agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by CONSULTANT. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

[Note: The following paragraph is only to be used when the City will be taking in a fee or deposit from an applicant and uses those funds to retain the CONSULTANT to prepare an EIR, Specific Plan, or some other specific document or where the City is funding a similar development-type study.]

- c. [CONSULTANT covenants that neither CONSULTANT nor any officer or principal of their firm have any interest in, or shall 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, no person having such interest shall be employed by them as an officer, employee, agent, or subconsultant. CONSULTANT further covenants that CONSULTANT has not contracted with nor is performing any Services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area and further covenants and agrees that CONSULTANT and/or its subconsultants shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area prior to the completion of the Services under this Agreement.]
- d. If City determines CONTRACTOR comes within the definition of Contractor under the Political Reform Act (Government Code §87100 et seq.), CONTRACTOR shall complete and file and shall require any other person doing Work under this Agreement to complete and file a "Statement of Economic Interest" with CITY disclosing CONTRACTOR's and/or such other person's financial interests.

18. DISCRIMINATION

CONSULTANT agrees that in the performance of this Agreement, neither CONSULTANT nor any person acting on CONSULTANT's behalf shall discriminate against any person on the basis of race, religious creed, color, national origin, ancestry, disability, medical condition, genetic information, marital status, sexual orientation, sex, gender identity, gender expression, military or veteran status or age.

19. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, by first class mail, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City: [Insert City Employee]
City of Pacific Grove
300 Forest Avenue
Pacific Grove, CA 93950
Attention: City Clerk

To CONSULTANT: _____

Notice is effective on the date of personal service, or 5 days following deposit in a United States mailbox, or date of postmark. The parties may agree to service by email.

20. THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in third parties.

21. ASSIGNMENT

CONSULTANT shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of CITY. Because of the personal nature of the Services to be rendered pursuant to this Agreement, only CONSULTANT shall perform the Services described in this Agreement. CONSULTANT may use assistants, under their direct supervision, to perform some of the Services under this Agreement.

[If specific to Consultant, add: CONSULTANT shall provide City fourteen (14) days' notice prior to the departure of [Insert name of particular person with expertise] from CONSULTANT's employ. Should [insert name] leave CONSULTANT's employ, City shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, CONSULTANT's sole compensation shall be payment for actual Services performed up to, and including, the date of termination or as may be otherwise

agreed to in writing between City and the CONSULTANT. Before retaining or contracting with any sub-consultant for any Services under this Agreement, CONSULTANT shall provide City with the identity of the proposed sub-consultant, a copy of the proposed written contract between CONSULTANT and such sub-consultant, which shall include and indemnity provision similar to the one provided herein and identifying City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed sub-consultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from City for such insurance.]

22. 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 described in this Agreement. CONSULTANT shall obtain a valid City Business License and shall maintain said Business License for the term of this Agreement and any extensions.

23. GOVERNING LAW

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. Any litigation concerning this Agreement shall take place in Monterey County, or federal district court with jurisdiction over City. CONSULTANT agrees not to commence or prosecute any dispute arising out of or in connection with this Agreement other than in the aforementioned courts and irrevocably consents to the exclusive personal jurisdiction and venue of the aforementioned courts.

24. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to their obligations described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement, 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. No amendment shall be valid unless in writing, executed by both parties.

25. DISPUTE RESOLUTION; ATTORNEY'S FEES

CONSULTANT shall continue to perform under this Agreement during any dispute. CONSULTANT and City hereby agree to make good faith efforts to resolve disputes as quickly as possible. In the event any dispute arising from or related to this Agreement results in litigation or arbitration, the prevailing party shall be entitled to recover all reasonable costs incurred, including court costs, attorney fees, expenses for expert witnesses (whether or not called to testify), expenses for accountants or appraisers (whether or not called to testify), and other related expenses.

Recovery of these expenses shall be as additional costs awarded to the prevailing party, and shall not require initiation of a separate legal proceeding.

26. WORK SCHEDULED/TIME OF COMPLETION

City and CONSULTANT agree that time is of the essence in this Agreement.

27. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of CONSULTANT warrants and represents that they have the authority to execute this Agreement on behalf of the CONSULTANT and have the authority to bind CONSULTANT to the performance of its obligations hereunder.

28. INTERPRETATION OF CONFLICTING PROVISIONS

In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

29. SEVERABILITY

If any term of this Agreement is held invalid by a court of competent jurisdiction or arbitrator the remainder of this Agreement shall remain in effect.

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

CITY OF PACIFIC GROVE

CONSULTANT

By: _____
Department Director

By: _____
Consultant

Date: _____

Date: _____

By: _____
City Manager or Mayor

By: _____
City Administrative Services Department

Date: _____

Date: _____

Approved As To Form: _____
City Attorney

Date

- Attachments:
- Exhibit A Scope of Services
 - Exhibit B Payment Schedule
 - Exhibit C Insurance Requirements
 - [Exhibit D Request for Proposal]
 - [Exhibit E Consultant's Proposal]

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT B

PAYMENT SCHEDULE

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting CONSULTANT's indemnification of City, and prior to commencement of Work, CONSULTANT shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

General liability insurance. CONSULTANT shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. CONSULTANT shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Professional liability (errors & omissions) insurance. CONSULTANT shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and CONSULTANT agrees to maintain continuous coverage through a period no less than three (3) years after completion of the Services required by this Agreement.

Note: May need to delete workers' compensation and employer's liability insurance requirements for certain sole proprietorships, partnerships, or corporations without employees.

Workers' compensation insurance. CONSULTANT shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

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.

Umbrella or excess liability insurance. [Optional depending on limits required]. CONSULTANT shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and

- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Other provisions or requirements

Proof of insurance. CONSULTANT shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. CONSULTANT shall procure and maintain for the duration of the contract insurance 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, his agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by CONSULTANT shall be primary and any insurance or self-insurance procured or maintained by 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.

City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by CONSULTANT or City will withhold amounts sufficient to pay premium from CONSULTANT payments. In the alternative, City may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against CITY, its elected or appointed officers, agents, employees and volunteers or shall specifically allow CONSULTANT or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONSULTANT hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). CONSULTANT acknowledges and agrees that any actual or alleged failure on the part of the City to inform CONSULTANT of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. 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 all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. CONSULTANT agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by CONSULTANT, provide the same minimum insurance coverage and endorsements 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 consultants, subcontractors, and others engaged in the project will be submitted to City for review.

City's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONSULTANT ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the CONSULTANT, the City and CONSULTANT may renegotiate CONSULTANT's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

Timely notice of claims. CONSULTANT shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from CONSULTANT's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. CONSULTANT shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

EXHIBIT D

REQUEST FOR PROPOSAL

EXHIBIT E

CONSULTANT'S PROPOSAL