



City of Pacific Grove, CA
GIS Needs Assessment and Master Plan

Request for Proposals

March 5th 2020

March 5th, 2020

REQUEST FOR PROPOSALS for GIS Needs Assessment and Master Plan

Dear Vendors:

The City of Pacific Grove is currently accepting proposals to provide consulting services to prepare a Needs Assessment and Master Plan for the City's Geographic Information System (GIS). The City may award the contract to a single contractor for the entire system.

This Request for Proposal does not commit the City to pay any costs incurred in the preparation and presentation of submittals or to select any interested firm who responds.

Proposal instructions are contained in the Request for Proposals (RFP) document. Please provide the requested information in the prescribed written format (Section 3). Failure to comply with the prescribed format may result in disqualification.

- **Notification Announcements** - It is recommended that in order to receive future updates, each vendor must be registered at <https://forms.gle/uDNsD61ti7qQN1aG7>.
- **Questions:** All pre-submittal questions must be sent to nmckinder@cityofpacificgrove.org received by 4:00 p.m. PST March 20th, 2020. Questions received after this deadline will not be accepted.

Any contact or attempt to contact any other employees of the City that could be interpreted as being made for the purpose of securing privileged information or advantages in the Proposal process will result in the immediate disqualification of the Respondent.

- **Proposals Due:** One (1) original, three (3) printed copies, and one (1) electronic copy no later than **4:00 p.m. PST, April 17th, 2020.**

Thank you for your participation. We look forward to reviewing your proposal.

Sincerely,

City of Pacific Grove

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1. Introduction

The City of Pacific Grove is a small coastal community located in Monterey County. Situated on the southern edge of the Monterey Bay, 115 miles south of San Francisco, Pacific Grove enjoys a rich history and an abundance of recreational opportunities. Pacific Grove otherwise known as “Butterfly Town USA” covers 2.9 square miles and has a population of approximately 15,500. The City is home to numerous attractions, including the Point Pinos Lighthouse, the Monarch Butterfly Sanctuary, Asilomar State Beach, picturesque Lovers Point Park, and the Monterey Bay Coastal Trail.

The City provides police protection, street, park and facility maintenance, recreation, planning, zoning, economic development, library, finance, information technology, and administrative services. Fire protection services are provided through a contract with the City of Monterey. Additional services include sewer operations, a municipal golf course, cemetery, and a local water reclamation facility.

2. Master Plan Objective, GIS Background and Project Schedule

The City of Pacific Grove is seeking proposals from firms interested in providing consulting services for the City’s GIS Master Plan. The City would like to use GIS to assist in meeting the City Council Goal of Community Responsiveness by providing the systems and interfaces to better communicate with the public, in addition to improving City business management and functions.

Master Plan Objective

To review and assess the City of Pacific Grove’s current enterprise GIS and develop a strategic planning framework, based on documented business case analysis that outlines recommendations, methods, and strategies for achieving the following primary GIS program goals and objectives.

- Build and maintain reliable GIS data: The Master Plan should focus on building and maintaining accurate, consistent, reliable and dynamic geographic data that can be effectively and efficiently used by all departments within the City
- Integrate GIS functionality with existing systems: The Master Plan should identify functionality and interoperability of GIS with existing department processes and systems and identify tools and/or efficiencies for future development, provided a documented business case exists.

- Evaluate the City's GIS as an enterprise or cloud-based infrastructure: The Master Plan should evaluate the City's current IT/IS infrastructure and provide recommendations for any improvements needed to cost effectively sustain and scale future growth of the GIS as an enterprise or cloud-based system
- Develop a GIS Governance Model that optimizes the management and utilization of the GIS throughout the City, in addition to using GIS to improve community engagement.
- Evaluate City GIS roles and responsibilities and effective use of staffing
- Evaluate staff training and succession planning needs for the GIS including a staff training and education needs assessments
- Identify GIS views for City personnel and for the public on the City's website.

GIS Background

The City of Pacific Grove started using GIS in 2005. In 2010 the City contracted with a consultant to provide GIS, database and web services to support the City's Community Development, Public Works, Police and Cemetery departments. Cartographic services were also provided.

A web-based public information tool was generated and maintained by the consultant. The consultant currently maintains the hosting company and domain names and performs quarterly updates from County Assessors. In addition, they provide ongoing maintenance and GIS database updates to over 20 different maps and metadata. Over the years, the consultant has also maintained and supported both online and desktop mail merge applications.

The City currently has a suite of licenses with Environmental Systems Research Institute (ESRI). These licenses consist of the following:

- 2 ArcGIS Desktop Basic Single Use licenses
- 1 ArcGIS Enterprise Workgroup Standard up to Two Core License
- 5 ArcGIS Online Creator licenses

The City is currently working with a consultant to integrate the City's new Cemetery CRM software with GIS to map and manage cemetery plots. The City's GIS is not integrated with any other software systems within the City.

Project Schedule

During the selection process, the City will review the submitted proposals and systems. The City will use a combination of steps to evaluate vendor proposals, these may include subsequent interviews, demonstrations, reference checks, and site visits. The City will then pick a final preferred vendor. The City will negotiate final pricing and terms and conditions with the preferred vendor. The following is the current estimated schedule, as defined by the City, and can be changed at its discretion:

Estimated Selection Process Step	Date(s)
Release and Issuance of the Request for Proposals (RFP)	March 6, 2020
Final Date for Vendors to Submit Questions	March 20, 2020
Date for Publishing Answers to Vendors' Questions	April 3, 2020
Proposals Due	April 17, 2020 - 4:00pm PST
Potential Vendor Interviews and presentations	Week of May 4, 2020
Final Vendor Selection	May 2020
Start Assessment and Master Plan Study	June 2020

Table 1 - Estimated Selection Schedule

3. Proposal Instructions

This section outlines the information that must be included in the Proposal. Vendors should review this list to ensure that their Proposals include all requested information prior to submission.

General Proposal Instructions and Due Dates

Questions: All questions should be directed to Nikita McKinder nmckinder@cityofpacificgrove.org no later than 4:00 p.m. PST March 20, 2020. Questions received after this deadline will not be accepted.

Answers to submitted questions will be posted on the City's website and a link published via email on April 3rd, 2020 will be posted on the City's website.

Proposals Due: One (1) original, three (3) printed copies, and one (1) electronic version on a memory stick in PDF format must be received no later than 4:00 p.m. PST, April 17th, 2020 addressed to:

Nikita McKinder
The City of Pacific Grove
300 Forest Avenue
Pacific Grove, CA 93950

Requests for extensions of the submission date will not be granted unless deemed in the best interests of the City. Vendors submitting proposals should allow for normal mail or delivery time to ensure timely receipt of their proposal.

Proposal Format

Proposals should follow the *Request for Proposals* format provided below. All proposals must be signed by a duly authorized official representing the vendor.

The letter of introduction shall contain the names of the project manager, key staff(s) that will perform the project and the office location(s) where the work will be performed.

Please include a Table of Contents at the beginning of the proposal clearly outlining the contents of each section.

Please provide the following sections, at a minimum:

Section 1 - Approach to Work. Using Section 4 - Scope of Work as a guide, describe proposed work tasks in sufficient detail to present the proposed approach. Discuss reasons for any changes made to the Scope of Work outlined in Section 4. Discuss proposed project management, quality assurance, and cost control techniques. Provide a project schedule for the work showing task sequence, time required for each task, person hours by task, reviews, milestones and total study duration. The schedule should show how the Scope of Work will be accomplished by the identified milestone dates. Explain how the proposed organization and schedule will make optimum use of resources. This schedule shall also include all necessary City workshops and review activities. (NOTE: Consultant shall allow a minimum of fifteen (15) business days for any City review activities). Discuss any unique ideas/concerns relating to the project.

Section 2 - Specialized Experience. Indicate experience gained from recent work similar to the proposed scope of work. Emphasize experience that will be applied to the proposed work and the firm's ability to complete the work within budget and as scheduled. Describe the qualifications and availability of other professional, technical, and administrative resources that will be used to perform the work.

Section 3 - Project Team. Describe the team and key staff that will be committed to complete the work described in Section 1. Emphasize the specialized experience of specific individuals. Describe the anticipated level of City involvement. Key personnel that are included in the proposal must be committed for the duration of the study. Any substitutions or changes to the project team must be brought to the attention of and approved by the City.

Section 4 - Estimated Implementation Plan. Please provide an estimated implementation plan with various milestones assuming the contract would be awarded by the end of May 2020.

Section 5 - References. Provide at least three references that can comment on the past performance of the firm(s) and key staff on a study/project comparable to the proposed work completed within the last five years. Please use the tables provided below to include brief descriptions, implementation dates and contact information for any related projects that you wish to use as references.

REFERENCE #1:

Customer Name	
Contact Name	

Contact Address	
Contact Telephone Number	
Contact E-mail	
Completion Date of Project	
Description of Comparative Project	

REFERENCE #2:

Customer Name	
Contact Name	
Contact Address	
Contact Telephone Number	
Contact E-mail	
Completion Date of Project	
Description of Comparative Project	

REFERENCE #3:

Customer Name	
Contact Name	
Contact Address	
Contact Telephone Number	
Contact E-mail	
Completion Date of Project	

Description of Comparative Project	
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Section 6 - Appendices. Resumes of key personnel and brochures. Sample deliverables prepared for other GIS Master Plan projects.

Section 7 - Exceptions. Exceptions. Any exceptions to the City’s Standard Agreement for Professional Services, including proposed changes to the agreement.

Selection Criteria Proposal Evaluation Criteria

1. *Approach to Work (40%)*
 This includes the understanding of the scope of work, proposed project management and cost control techniques, unique/creative approaches to work, and overall GIS infrastructure design and adherence to RFP.
2. *Specialized Experience and Capabilities (25%)*
 This includes specialized experience directly relating to this study and evidence of ability to complete the work within schedule and on budget, similar projects, references, the company’s experience and the depth of in-house or sub-consultant support.
3. *Project Team (25%)*
 This includes the specialized experience of key personnel (project manager, key staff), credentials and certifications, and their time commitment in the areas assigned.
4. *Overall Proposal Quality and Other Considerations (10%)*
 This includes compliance with the format of the proposal and letter of introduction, general responsiveness, clarity of presentation, proposal quality and comments received from references, and exceptions to the City’s Standard Agreement for Professional Services, if any.

The evaluation process will consist of review and evaluation of proposals received by a team consisting of City personnel and potential third-party consultants.

Only written communication from the City may be considered binding. The City reserves the right to terminate the selection process at any time and to reject any or all proposals. The contract will be awarded to the vendor whose overall proposal best meets the requirements of the City.

The City shall not be liable for any pre-contract costs incurred by interested vendors participating in the selection process.

Vendors should provide copies of all sample contracts for application software.

The City will require the vendor selected to agree to include the contents of this Request for Proposals and all representations, warranties, and commitments in the Proposal and related correspondences as contractual obligations when developing final written contracts for services, equipment, and software.

4. Scope of Work

The Consultant is to provide the professional services required to develop a comprehensive review of the City's current GIS, and develop a GIS needs/gap assessment report, technology readiness assessment, organizational readiness assessment and prepare an implementation plan to provide a strategic roadmap for future GIS growth needed to support all departments within the City.

4.1 Task 1: Project Questionnaire and Kick-off Presentation

Task 1A: The consultant shall conduct a comprehensive GIS assessment of the City by conducting a customized questionnaire (online/in person) for all GIS stakeholders that is specific to the needs of the City. The questions should be developed with direct input from the City's Information Technology Department.

Task 1B: The consultant shall conduct a Kick-off presentation to all City GIS stakeholders that outlines the overall scope of the project, methodology, anticipated schedule. The kick-off meeting will need to address the level of department participation required and best business practices that relate to GIS implementation and integration to software API's and applications, whether they are currently in effect or not. It is anticipated that the initial presentation should be approximately 30-45 minutes with additional time for questions and answers. The objective of this task is to get commitment from key GIS users on the project approach and resources needed for successful completion.

Task 1 Deliverable: Consultant is to develop a draft questionnaire for review and approval and a final questionnaire for completion of Task 1A. Consultant should develop a draft report based on the results of Task 1A for Information Technology review, a final report, and deliver a presentation of report findings to key GIS users or internal City stakeholders.

4.2 Task 2: Department Wide Opportunities Assessment

With a focus on maximizing the City's return on investment and community engagement, the consultant should demonstrate a clear understanding of the City's GIS business needs to be met by the Enterprise GIS. This assessment should provide a clear understanding of the current conditions of GIS at the City, existing geospatial data and workflows, geospatial data

gaps, as well as current and near future GIS business requirements. Task 2 should include the following:

- Defining business needs (e.g. potential applications, necessary data, data maintenance and required resources) for each department including requirements for supporting operational emergencies and disaster response.
- Identify existing departmental data formats and compatibility for integration into GIS.
- Evaluate and identify opportunities to expand GIS for the City to engage with the public; allow the City to provide its customers with informational data (zoning, sewer lines, cemetery plots, etc.) and notifications (road closures, permit updates, etc.), and allow for the public in turn to report issues to the City (notification of leaks, broken streetlights, potholes, tree removals, etc.).
- Documenting data sharing between departments and identifying programs that utilize common data sets, listing departments responsible for updating or editing data and eliminating redundant or duplicate data sets.
- Gathering specific GIS requirements/needs from the user's perspective by conducting one or more interviews with the departments listed below and sharing examples of improvements from other agencies with each department.

Departments to be interviewed for Task 2:

- Public Works: water, sewer, stormwater, streets, engineering, trees, facilities
- Parks and Recreation: parks, trails, recreational programs
- Community Development: planning, building, housing, short term rental program, permitting services
- Cemetery
- Administration: City Manager's office, economic development, finance
- Public Safety: Police, Fire
- Information Technology

Task 2 Deliverable: The Consultant is expected to provide a comprehensive needs/gap assessment or a Strengths, Weakness, Opportunities, and Threats(SWOT) report, by department which identifies the data assets and information architecture needed to support the recommended initiatives in the strategic plan. A draft report should be prepared for Information Technology review and comment prior to a final report and

presentation of findings to Information Technology.

4.3 Task 3: Infrastructure Review

This task is to validate the City's current GIS infrastructure (hardware, software, and network) to support the current and future growth of the GIS system. The infrastructure review must be completed by a certified IT Specialist. The proposal should clearly identify how this requirement will be accomplished. Any recommended changes should be scalable and should address the business needs and objectives for each department that were identified during the needs assessment phase. The infrastructure review should include the following items:

- Identify the hardware, software and network requirements necessary to support the GIS application for office, field mobility and emergency response.
- Evaluate and provide recommendations on where and how to host and store data (on-site, cloud, alternative solutions).
- Evaluate the cost/benefit, business case or cost benefit ratio of the City's infrastructure assets (e.g., street conditions, stormwater, sewers, trees, streetlights, and other items).
- Complete a comprehensive digital data assessment and evaluate the current systems data accuracy. Provide recommendations on the level of data accuracy that should be maintained for confidence in the current system and what investment is needed to get to and maintain that level of accuracy.
- Evaluate integrations of departmental software applications with GIS, and the potential for 2-way replication.
- Evaluate and develop a business case for the continued use of the City's current provider for document retrieval and web portal to the GIS, if so, please identify any areas of potential improvement.
- The existing GIS technologies that should be replaced (if any) and evaluation of other tools and emerging technologies for compatibility and integration into the current system. Provide recommendations for adopting emerging technologies that provide additional capabilities for office and field personnel as well as web-tools to enhance the customer's experience and interaction with the City.

Task 3 Deliverable. Consultant is to provide draft reports for Information Technology review and comment for all Task 3 deliverables, prior to providing a final report and recommendations.

- Technology needs assessment report.

- Report of the software, hardware and network needed to support a scalable GIS over the next 5 years including any recommended purchases. The report should provide copies of all sample contracts and/or specifications for software APIs and applications, and should be included as part of the final GIS Master Plan document.
- Report of industry best practices and advancements in the GIS field and how the City can leverage benefits from other tools and emerging technologies. Report should be included as part of the final GIS Master Plan document.
- Business case/ROI analysis for any recommended changes or upgrades. Report should be included as part of the final GIS Master Plan document.
- Presentation to key GIS users on Task 3 findings and recommendations.

4.4 Task 4: GIS Staffing, Training and Support

Task 4A: Develop recommended staff roles, responsibilities, and skill requirements for current and future positions that will be utilizing GIS applications. Consider the use of contract labor for specialty services or tasks as a model for efficient and effective operations of the department.

Task 4B: Evaluate and assess staff training needs in relation to items identified in tasks 1-3. The selected consultant should evaluate options to augment current staffing with external resources to support the current and future GIS. Objective is to build a level of redundancy without increasing staffing into the supporting functions of the GIS such that it can continue to be maintained and operated to meet the City's objectives at all times.

Task 4C: Develop a City-wide GIS Governance plan that clearly identifies the roles and responsibilities for each department's use, budget and maintenance of the GIS program and data.

Task 4D: Explore options of GIS delivery system integration with other City applications and platforms for Emergency Services/Fire/Police.

Task 4 Deliverable:

- Report evaluating staffing and training needs to support current and future GIS needs, including a proposed 5-year program and associated budget.
- GIS Governance and support plan.

4.5 Task 5: Implementation Plan

Consultant should develop a clear and concise implementation plan for all the items identified in tasks 1-4. The plan should include a priority implementation list, timeline and costs (multi-year budget). The implementation plan should also clearly identify the goals for the following GIS components: Governance, Data and Database(s), procedures and workflows, GIS roles and responsibilities, training and infrastructure. Key performance indicators should be established for each phase of the implementation plan.

Task 5 Deliverable:

- List of implementation priorities for the GIS with an estimated budget for each task, included in the final master plan report.
- Timeline for when recommended tasks should be implemented. To be included in the final master plan report.

4.6 Task 6: Master Plan

Consultant is expected to provide a presentation of the overall project findings and recommendations to the City's GIS stakeholders, which reflects the technical work products included in the prior tasks. The presentation is anticipated to be 30-45 minutes with additional time for questions and answers and should focus on:

- Executive Summary that clearly outlines how the GIS and continued investment in the GIS program aligns with the City's objectives, goals and vision.
- Recommend an actual strategy that outlines the specific actions required to implement the new Enterprise GIS, anticipated investments, and departmental staff responsibilities.
- List of actions and concerns.

Task 6 Deliverable:

- Executive Summary.
 - A presentation with a question and answer session.
 - Copies of all sample contracts and/or specifications for recommended software APIS and applications.
 - 10 bound and one unbound hardcopies of the final GIS Master Plan.
 - One electronic copy of the final version (both Word and PDF formats).
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5. City of Pacific Grove Sample Purchase Contract

Following is the City of Pacific Grove standard purchase contract. The City intends to use this document as the purchase contract for this procurement. Please review and provide any comments.

CITY OF PACIFIC GROVE AGREEMENT FOR PROFESSIONAL SERVICES **(Under \$35,000)**

This Professional Services Agreement (“Agreement”) is made by and between the City of Pacific Grove, a political subdivision of the State of California (hereinafter “City”) and _____, (hereinafter “CONTRACTOR”).

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **SERVICES TO BE PROVIDED.** The City hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The services are generally described as follows:

_____.

2. **PAYMENTS BY CITY.** City shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by City to CONTRACTOR under this Agreement shall not exceed the sum of \$ _____.

3. **TERM OF AGREEMENT.** The term of this Agreement is from _____ to _____ unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and City and with City signing last, and CONTRACTOR may not commence work before City signs this Agreement.

4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A: *[scope of services/payment provisions, etc.]*

5. **PERFORMANCE STANDARDS.**

5.01. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR’s agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services

required under this Agreement and are not employees of the City, or immediate family of an employee of the City.

5.02. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use City premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6. PAYMENT CONDITIONS.

6.01. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to City. If not otherwise specified, the CONTRACTOR may submit such invoice monthly or at the completion of each phase of the project, as provided on page 16 of the proposal, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the City may require. The Contract Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as the City approves in conformity with this Agreement, and shall promptly submit such invoice to the City Auditor-Controller for payment. The City Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.02. CONTRACTOR shall not receive reimbursement for travel expenses.

7. TERMINATION.

7.01. During the term of this Agreement, the City may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02. The City may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If City terminates this Agreement for good cause, the City may be relieved of the payment of any consideration to CONTRACTOR, and the City may proceed with the work in any manner which City deems proper. The cost to the City shall be deducted from any sum due the CONTRACTOR under this Agreement.

8. INDEMNIFICATION.

8.01. As respects all acts or omissions which do not arise directly out of the performance of professional services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, CONTRACTOR shall indemnify, defend, and hold harmless the City, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the City. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

8.02. Architects, Engineers Per Civil Code 2782.8 Where the services to be provided by CONTRACTOR under this Agreement are design professional services, as that term is defined under Civil Code Section 2782.8, CONTRACTOR agrees to indemnify, defend and hold harmless, the City, its officers, officials, employees and volunteers from any and all claims, demands, costs or liability that actually or allegedly arise out of, or pertain to, or relate to the negligence, recklessness or willful misconduct of CONTRACTOR and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for bodily injury, property damage or other loss, arising from the sole negligence, active negligence or willful misconduct by the City, its officers, official employees, and volunteers. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of the City, then CONTRACTOR's indemnification and defense obligations shall be reduced in proportion to the established comparative liability of the City and shall not exceed the CONTRACTOR's proportionate percentage of fault.

As respects all acts or omissions which do not arise directly out of the performance of design professional services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, CONTRACTOR agrees to indemnify, defend and hold harmless the City, its officers officials, employees and volunteers for an against any claim, demands, losses, liability of any kind or nature arising out of or in connection with the CONTRACTOR's performance or failure to perform under the terms of this contract, excepting those which arise out of the active negligence, sole negligence or willful misconduct of the City, its officers, officials, employees and volunteers.

Exemption/Modification (Justification attached; subject to approval).

9. INSURANCE.

9.01. Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, no less broad than Insurance Services Office (ISO) CG 00 01, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Umbrella Liability Insurance. If CONTRACTOR maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the higher limits maintained by CONTRACTOR.

Exemption/Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

Exemption/Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the retroactive date shall be no later than the commencement of the work. Coverage applicable to the work performed under this agreement shall be continued for three (3) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this agreement.

Exemption/Modification (Justification attached; subject to approval).

9.02. Other Insurance Requirements. All insurance required by this Agreement shall be with a company acceptable to the City and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

. CONTRACTOR shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, CONTRACTOR shall forthwith obtain and submit proof of substitute insurance. Should CONTRACTOR fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at CONTRACTOR's sole cost and expense.

Commercial general liability and automobile liability policies shall provide an endorsement naming the City of Pacific Grove, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the City and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is **ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000)**. The required endorsement form for Automobile Additional Insured endorsement is **ISO Form CA 20 48 02 99**.

The general liability policy shall cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.

CONTRACTOR shall provide to City an endorsement that the insurer waives the right of subrogation against the City, its officers, officials, employees, agents and volunteers.

Prior to the execution of this Agreement by the City, CONTRACTOR shall file certificates of insurance with the City's contract administrator and City's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by City, annual

certificates to City's Contract Administrator and City's Contracts/Purchasing Division. If the certificate is not received by the expiration date, City shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement which entitles City, at its sole discretion, to terminate this Agreement immediately.

10. RECORDS AND CONFIDENTIALITY.

10.01. Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the City or prepared in connection with the performance of this Agreement, unless City specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to City any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02. City Records. When this Agreement expires or terminates, CONTRACTOR shall return to City any City records which CONTRACTOR used or received from City to perform services under this Agreement.

10.03. Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and City rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04. Access to and Audit of Records. The City shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the City or as part of any audit of the City, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05. Royalties and Inventions. City shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of

similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of City.

11. NON-DISCRIMINATION. During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12. COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT. If this Agreement has been or will be funded with monies received by the City pursuant to a contract with the state or federal government in which the City is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, City will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13. INDEPENDENT CONTRACTOR. In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the City. No offer or obligation of permanent employment with the City or particular City department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from City any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold City harmless from any and all liability which City may incur because of CONTRACTOR's failure to pay such taxes.

14. NOTICES. Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the City's and CONTRACTOR'S contract administrators at the addresses listed below:

FOR CITY:	FOR CONTRACTOR:
Name and Title	Name and Title
300 Forest Avenue Pacific Grove, CA 93950	Address
Address	Address
(831) 648- Phone	Phone
Phone	Phone

15. MISCELLANEOUS PROVISIONS.

15.01. Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

15.02. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the City and the CONTRACTOR.

15.03. Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the City and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

15.04. Contractor. The term “CONTRACTOR” as used in this Agreement includes CONTRACTOR’s officers, agents, and employees acting on CONTRACTOR’s behalf in the performance of this Agreement.

15.05. Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute. Contractor and the 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.

15.06. Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the City. None of the services covered by this Agreement shall be subcontracted without the prior

written approval of the City. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

15.07. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the City and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

15.08. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

15.09. Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

15.10. Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.

15.11. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

15.12. Non-exclusive Agreement. This Agreement is non-exclusive and both City and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

15.13. Construction of Agreement. The City and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

15.14. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

15.15. Authority. Any individual executing this Agreement on behalf of the City or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

15.16. Integration. This Agreement, including the exhibits any documents incorporated by reference, represent the entire Agreement between the City and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the City and the CONTRACTOR as of the effective date of this Agreement, which is the date that the City signs the Agreement.

15.17. 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.

15.18 Severability. If any of the provisions contained in the Contract are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability and indemnities shall survive termination of the Contract for any cause. If a part of this Contract is valid, all valid parts that are severable from the invalid part remain in effect. If a part of this Contract is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.

This space is left blank, intentionally.

IN WITNESS WHEREOF, City and CONTRACTOR have executed this Agreement as of the day and year written below.

CITY OF PACIFIC GROVE

CONTRACTOR

By: _____
City Manager

Date: _____

By: _____
Department Head

Date: _____

Approved as to Form

By: _____
City Attorney

Date: _____

Approved as to Fiscal Provisionsⁱ

By: _____
Finance

Date: _____

Approved as to Liability Provisionsⁱⁱ

By: _____
Risk Management

Date: _____

Contractor's Business Name*

By: _____
(Signature of Chair, President, or Vice-President)*

Name and Title

Date: _____

By: _____
(Signature of Secretary, Asst. Secretary, CFO, or Asst. Treasurer)*

Name and Title

Date: _____

City Agreement Number: _____.

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

¹ Approval by Finance necessary only if financial questions or issues raised in Council approval of agreement.

² Approval by Risk Management is necessary only if changes are made in paragraph 8 or 9.