

**CITY OF PACIFIC GROVE
DEPARTMENT OF PUBLIC WORKS
NOTICE INVITING SEALED BIDS FOR ARCHITECTURAL SERVICES
FOR THE RESTORATION OF CHAUTAUQUA HALL**

The City of Pacific Grove invites sealed bids for Architectural Services for the Restoration of Chautauqua Hall.

All bids submitted shall meet the following terms and conditions:

1. Bids shall be delivered to the office of the **City Clerk, 300 Forest Avenue, Pacific Grove, CA 93950, not later than 2:00 PM on August 7, 2025**, at which hour and date all bids will be opened. Bids shall be submitted in a sealed envelope, and the outside of the envelope shall be clearly marked, "**ARCHITECTURAL SERVICES FOR THE RESTORATION OF CHAUTAUQUA HALL**". It is the sole responsibility of the bidder to see that their bid is received in the proper time. Any bids received after the scheduled closing time will be rejected.
2. Any bidder may withdraw his or her bid, either personally or written request at any time prior to the scheduled closing time for receipt of bids, but no bidder may withdraw his or her bid for a period of thirty (30) days after the opening thereof.
3. All bids submitted shall include a completed "Proposal", identifying costs.
4. The contact person for technical questions concerning project specifications, the bid process and general project information should be directed to Daniel Gho, City of Pacific Grove Public Works Director/Deputy City Manager via e-mail at dgho@cityofpacificgrove.org or by phone at (831) 648-5722 ext 4203.

Dated: 6/24/25



Daniel Gho
Public Works Director / Deputy
City Manager



CITY OF PACIFIC GROVE, CA

REQUEST FOR PROPOSAL

**ARCHITECTURAL SERVICES
FOR THE RESTORATION OF CHAUTAUQUA HALL**

Please submit 2 print and 1 electronic copy of your proposal to:

City of Pacific Grove

**300 Forest Avenue
Pacific Grove, CA 93950
Attn: City Clerk**

Proposals Due: August 7, 2025 @ 2:00 pm

Introduction

The City of Pacific Grove is inviting proposals from qualified architectural firms to develop the design, improvements and provide cost estimates for the restoration of the historic Chautauqua Hall building located at 162 16th Street, Pacific Grove, CA.

Background

The Pacific Grove Retreat Association built Chautauqua Hall in 1881 as a chapel, meeting hall, schoolhouse, and tent storage facility for the annual summer meeting attendees. Acquired by the City in 1922, it has served as a Boy Scout headquarters, recreation center, dance hall, and an important community meeting space.

Chautauqua was an adult education movement that began in the late 19th century near Lake Chautauqua in New York. The movement provided a variety of educational, cultural, and religious activities, including lectures, concerts, and classes. In 1875, the oceanfront setting of today's Pacific Grove hosted the first Chautauqua of the West, a year that is now recognized as the community's founding. In 1970, Chautauqua Hall was listed as California Registered Historical Landmark No. 839.

Chautauqua Hall is a wood-framed structure measuring 112 feet by 50 feet and located at 162 Sixteenth Street on the corner of Central Avenue. The main hall's interior is two stories high, with two single-story multi-purpose rooms opening onto Seventeenth Street at the west end. A kitchen, bathrooms, and mezzanine area are located between the meeting spaces.

To preserve its significance as a California Registered Historical Landmark and ensure its continued role as an important community cultural and event center, the City engaged Wiss, Janney, Elstner Associates, Inc. (WJE) to prepare a building assessment of Chautauqua Hall, which can be found [here](#). The report, delivered in January 2024, provides guidance for planning maintenance and future use.

Project Description

This restoration project needs to focus on the structural aspects and the general recommendations of the WJE report (pages 55-61) and a review of items that will improve comfort and safety for visitors while enhancing the functionality of the building as a revenue generating event space:

The goal of the project includes:

- Building perimeter and site drainage
- Roof, gutter, and downspout repair
- Reconstruct all entry stairs
- Landscaping

- Repair/replace all damaged window sash
- Exterior painting
- Interior painting
- Doors
- Acoustic analysis and remediation
- Audio visual enhancements
- Lighting analysis and remediation
- Kitchen functionality analysis and design
- Bathroom remodel
- Heating system review and upgrade

The design should be cost-effective and incorporate sustainable and green remodeling practices where possible.

Questions should be addressed to Daniel Gho, Public Works Director/Deputy City Manager at dgho@cityofpacificgrove.org or 831-648-5722 ext. 4203

Submittal Process

A non-mandatory pre-proposal meeting and a tour of Chautauqua Hall will be held at 11:00 am on July 15, 2025

Proposals must be received no later than August 7, 2025 @ 2:00 pm . Please see specific proposal requirements below. All architects responding to this RFP must be licensed professionals in the State of California.

Please submit proposals to:

**City Clerk
City of Pacific Grove
300 Forest Avenue, CA 93950**

**For information please contact
Daniel Gho, Public Works Director/Deputy City Manager
dgho@cityofpacificgrove.org
831-648-5722 ext. 4203**

Required Information from Interested Architectural Firms

Provide 2 copies and 1 digital copy in PDF format of the completed proposal including the following information:

1. Name and address of firm
2. Principals of firm
3. Resumes or brief background descriptions including relevant experience of the proposed project staff
4. A list of projects of similar scope and size, preferably historic buildings, with the following information:
 - a. Project name and location
 - b. Project type (remodel, expansion, restoration) and description, including energy savings and sustainable or creative construction concepts used
 - c. Date
 - d. References (name, relationship to project, address, phone number, email address)
 - e. Square footage involved
 - f. Estimated and completed costs
5. Detailed fee structure and explanation for preparing architectural plans and design(s)
6. Description of how the firm would approach the project and gather information to develop the design(s)
7. Discussion of project management hierarchy

Scope of Services Required

Overview

The overall scope of services encompasses the preparation of design and construction drawings for the restoration of Chautauqua Hall. Design work may include architectural interior design, engineering, mechanical structural and electrical.

Proposals should provide individual pricing for each phase shown below and an overall price encompassing all work items. The estimated budget for the entire project is \$900,000. Approximately 10% of the construction budget should be designated as contingency.

1. Design Phase
 - a. Meet with City Staff and the Friends of Chautauqua Hall to discuss the overall plan, alternative concepts, and reach an understanding of the goal and objectives for the project.
 - b. Develop preliminary plans for review.
 - c. Meet with staff as required during project design phase to review and comment on the plans.

- d. Provide sets of progress prints and specifications as required for review by staff during design phase.
 - e. The architectural firm should be available to make presentations to any of the following:
 - Heritage Society of Pacific Grove
 - Pacific Grove City Council
 - Planning Commission
 - Architectural Review Board
 - Other groups or organizations
 - f. Prepare final plans, in accordance with all applicable State and Federal codes, and specifications for public bidding.
 - g. Prepare a detailed cost estimate for the project at each design stage, including final.
2. Bid Phase
- a. Supply 2 sets of final plans and specifications for bidding.
 - b. Provide copies of the plans and specifications to interested contractors at a cost to the contractors for printing and distribution.
 - c. Provide an electronic copy of the plans and specifications to the City.
 - d. Provide bid phase services including attendance at a pre-bid walk-through.
3. Construction Administration - Services to include:
- a. Provide an hourly rate for consultations to be held as needed throughout the Construction phase.

Selection Criteria

Proposals submitted will be evaluated according to the following criteria:

1. Architect qualifications and recent relevant experience:
 - a. Qualifications of the firm and its manager(s)
 - b. Brief resume(s) of project manager and staff who will be responsible for this project
 - c. Demonstrated experience with buildings of similar complexity and scale
 - d. Record of building designs which provide functional excellence
 - e. History of effective schedule and budget management for buildings of similar scale and budget
 - f. An understanding of Historic Building Restoration
 - g. References from previous projects
2. Demonstrated understanding of project requirements, including potential challenges and opportunities associated with the project:
 - a. Content and thoroughness of the proposal which demonstrates the architect's understanding of the task and familiarity with the types of issues applicable to the project

- b. Understanding of the scope of work
- 3. Project approach, work program and quality assurance program
 - a. Technical approach including how the architect will conduct the work required, necessary site visits, meetings with City representatives to collect information, progress reports, etc.
 - b. Detailed discussion of the tasks or steps to accomplish the project
 - c. Overall quality and responsiveness/completeness of proposal
- 4. Ability to complete project in a timely manner
 - a. Proposed project schedule, including major tasks and target completion dates
 - b. Descriptions of resources, including personnel, to conduct each phase of the project

Selection Process

An evaluation committee will be comprised of the Public Works Director, Recreation Manager and Members of Pacific Grove Heritage Society

Proposals must be complete, submitted and received by the City by August 7, 2025. Late submissions or delivery via email will not be considered. The City reserves the right to reject any and all proposals, to waive any informality, and to select and negotiate the Contract services in the best interest of the City. The City reserves the right to negotiate any and all final terms and conditions including length, scope of services, and compensation of any agreements entered into.

Questions may be forwarded to Daniel Gho, Public Works Director/Deputy City Manager at dgho@cityofpacificgrove.org or 831-648-5722 ext. 4203

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.

Reference Checks

The City 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.

General Conditions of RFP

- 1. 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.

2. 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.
3. The Contractor shall provide all necessary personnel, materials and equipment to perform and complete all work under this proposal.
4. The Contractor shall be unbiased and vendor neutral.
5. Invoice must include an itemization of all services provided, including unit list price, net price, extensions total amount(s) due, and amounts previously paid.
6. 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.
7. Insurance - Vendor shall be required to submit Certificate of Insurance in amounts specified by the City in the AGREEMENT FOR PROFESSIONAL SERVICES (see ATTACHMENT A).

Timetable

- | | |
|--|----------------|
| • RFP published | June 27, 2025 |
| • Proposals due | August 7, 2025 |
| • Review of proposals | August 2025 |
| • Site visits and interviews completed | August 2025 |
| • Selection of final firm | September 2025 |

ATTACHMENT A: BIDDING FORM

PROPOSAL TITLE SHEET FOR CITY OF PACIFIC GROVE ARCHITECTURAL SERVICES FOR THE RESTORATION OF CHAUTAUQUA HALL

Date: _____

I/We _____ the undersigned, do hereby propose to furnish the City of Pacific Grove, California, a Perkins Park Landscape Plan Proposal, in accordance with all terms and specifications contained herein:

Attach one (1) copy of your proposal package.

Name of Firm: _____

Signature & Title: _____

Address: _____

Telephone Number: _____

Fax Number: _____

Contractor shall answer to the following questions by circling the appropriate response or completing the blank provided:

COMPANY PROFILE:

Is your firm? (Please circle one)

- a) Sole Proprietorship YES NO
- b) Partnership YES NO
- c) Corporation YES NO

List Legal names of the Company:

Total Number of Employees: _____

ATTACHMENT 2

Reference List

References: List at least three (3) municipalities of same general size and billing numbers and frequency where the same/similar services, as stated herein, have been provided.

1. _____
Municipality Name

Contact Person

Title

Address/P.O. Box

City

State

Zip

Phone Number

2. _____

Municipality Name

Contact Person

Title

Address

P.O. Box

City

State Zip

Phone Number

3. _____

Municipality Name

Contact Person

Title

Address

P.O. Box

City

State Zip

Phone Number

Cost Proposal

| Task | Cost/ Lump Sum |
|--|----------------|
| ARCHITECTUAL SERVICES FOR THE RESTORATION OF CHAUTAUQUA HALL | \$ |

**ATTACHMENT B: SAMPLE, CITY OF PACIFIC GROVE AGREEMENT FOR
PROFESSIONAL SERVICES**

**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.

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 of 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 sub-consultant. 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.

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. 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.

Cyber Technology Errors and Omissions. VENDOR shall procure and maintain insurance with limits in an amount not less than \$1,000,000 per occurrence/loss, \$2,000,000 general aggregate, which shall include the following coverage:

- Liability arising from the unauthorized release of information for which an entity has the legal obligation to keep private, such as personally identifiable information (PII) and protected health information (PHI).
- Network security liability arising from the unauthorized use of, access to, or tampering with computer systems, including hacker or denial of service attacks.
- Liability arising from the failure of technology products (software and hardware) required under the contract for VENDOR to properly perform the intended services.
- Claims alleging the failure of computer security that result in the transmission of malicious code, deletion, destruction or alteration of data, or the denial of service.
- Electronic Media Liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.
- Liability arising from the rendering, or failure to render, professional services.
- Defense costs in regulatory proceedings (state and federal) involving a violation of privacy laws or intellectual property rights.
- Crisis management and other expert services.

If coverage is maintained on a claims-made basis, the VENDOR shall maintain such coverage for an additional three (3) years following termination of the contract.

Cyber liability insurance. VENDOR shall procure and maintain Cyber Security and Privacy Liability insurance in an amount of no less than \$1,000,000 per occurrence/loss which shall include the following coverage:

- Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including credit monitoring and regulatory fines arising from such theft, dissemination or use of the confidential information.
- Network security liability arising from the unauthorized use of, access to, or tampering with computer systems.
- Liability arising from the failure of technology products (software) required under the contract for VENDOR to properly perform the services intended.

- Electronic Media Liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.
- Liability arising from the failure to render professional services

If coverage is maintained on a claims-made basis, VENDOR shall maintain such coverage for an additional period of three (3) years following termination of the contract.

EXHIBIT D

REQUEST FOR PROPOSAL

EXHIBIT E

CONSULTANT'S PROPOSAL