



CITY OF CARMEL-BY-THE-SEA HARRISON MEMORIAL LIBRARY BOARD OF TRUSTEES

Trustees Marie -Clare Gorham, John Krisher, Susan
Murphy, Phil Pardue, and Mary Jo Williams

All meetings are held in the City Council Chambers
East Side of Monte Verde Street
Between Ocean and 7th Avenues

SPECIAL MEETING Wednesday, June 19, 2024

9:00 AM

THIS MEETING WILL BE HELD IN PERSON AND VIA TELECONFERENCE. The public is welcome to attend the meeting in person or remotely via Zoom, however, the meeting will proceed as normal even if there are technical difficulties accessing zoom. The City will do its best to resolve any technical issues as quickly as possible. To view or listen to the meeting from home, you may watch the Youtube Live Stream at:

<https://www.youtube.com/@CityofCarmelbytheSea/streams>, or use the link below to view or listen to the meeting via Zoom teleconference:

<https://ci-carmel-ca-us.zoom.us/j/84425214484> Meeting ID: 844 2521 4484 Passcode: 901485 Dial in: (669) 444-9171

HOW TO OFFER PUBLIC COMMENT: Public comment may be given in person at the meeting, or using the Zoom teleconference module, provided that there is access to Zoom during the meeting. Zoom comments will be taken after the in-person comments. The public can also email comments to lsfenton@ci.carmel.ca.us. Comments must be received 2 hours before the meeting in order to be provided to the legislative body. Comments received after that time and up to the beginning of the meeting will be made part of the record.

The COVID-19 Community Level for Monterey County as of the date of this agenda posting is [LOW/MEDIUM] (mask wearing not required). Seating will be limited and available on a first come first served basis.

CALL TO ORDER AND ROLL CALL

PUBLIC APPEARANCES

Members of the public are entitled to speak on matters of municipal concern not on the agenda during Public Appearances. Each person's comments shall be limited to 3 minutes, or as otherwise established by the Trustees. Matters not appearing on Trustees' agenda will not receive action at this meeting but may be referred to staff for a future meeting. Persons are not required to give their names, but it is helpful for speakers to state their names in order they may be identified in the minutes of the meeting.

ORDERS OF BUSINESS

Orders of Business are agenda items that require Commission discussion, debate, direction to staff, and/or action.

1. Receive a draft of a Request for Proposals for Architectural Services for the Harrison Memorial Library provide staff with direction and make a referral for review by the City Council

ADJOURNMENT

This agenda was posted at City Hall, Monte Verde Street between Ocean Avenue and 7th Avenue, Harrison Memorial Library, located on the NE corner of Ocean Avenue and Lincoln Street, the Carmel-by-the-Sea Post Office, 5th Avenue between Dolores Street and San Carlos Street, and the City's webpage <http://www.ci.carmel.ca.us> in accordance with applicable legal requirements.

SUPPLEMENTAL MATERIAL RECEIVED AFTER THE POSTING OF THE AGENDA

Any supplemental writings or documents distributed to a majority of the Board of Trustees regarding any item on this agenda, received after the posting of the agenda will be available in the Library and Community Activities Director's Office located at the Park Branch Library at the NE corner of Mission Street and Sixth Avenue during normal business hours.

SPECIAL NOTICES TO PUBLIC

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office at 831-620-2000 at least 48 hours prior to the meeting to ensure that reasonable arrangements can be made to provide accessibility to the meeting (28CFR 35.102-35.104 ADA Title II).



CITY OF CARMEL-BY-THE-SEA HARRISON MEMORIAL LIBRARY BOARD Staff Report

June 19, 2024
ORDERS OF BUSINESS

TO: Harrison Memorial Library Board of Trustees

SUBMITTED BY: Ashlee Wright, Library and Community Activities Director

SUBJECT: Receive a draft of a Request for Proposals for Architectural Services for the Harrison Memorial Library provide staff with direction and make a referral for review by the City Council

RECOMMENDATION:

Receive a draft of a Request for Proposals for Architectural Services for the Harrison Memorial Library provide staff with direction and make a referral for review by the City Council

BACKGROUND/SUMMARY:

The Ad Hoc Committee for the Library Master Plan is made up of President John Krisher and Trustee Phil Pardue. As representatives of the Board of Trustees, the Ad Hoc Committee remains committed to ensuring that library services are continuous and facilities are well-maintained during the renovation planning process and during potential renovation. The Board of Trustees adopted the following guiding principles proposed by the Ad Hoc Committee to be taking into account when the Trustees are evaluating building options and/or making recommendations to Council:

1. Well maintained facilities that meet the patrons needs
2. Maximize service hours
3. No negative impact to the workforce (Library Staff)
4. No extra cost to the City residents
5. Minimal disruption to services.

2024 PROJECT TIMELINE TO-DATE

- February 28, 2024: Ad Hoc Committee requested a presentation from a Public Works representative on the current maintenance requirements for both library branches and their criticality.
- March 5, 2024: City Council received a presentation on the proposed FY 2024-2025 Capital Improvement Plan projects, which included the carryover of the Library Facilities Master Plan Phases II-IV and requested an update and presentation on Phase I Library Facilities Master Plan.

- March 20, 2024: At a special Library Board meeting the Library Director and the Public Works Director presented on both the current maintenance requirements for the facilities and a high-level overview of the Master Plan Phase I report.
- Tuesday, April 2: At the regular City Council meeting the Library Director and the Public Works Director provided a presentation to the City Council and Council provided staff with direction to solicit community input to inform a Request for Proposals (RFP) for Architect Services for the renovation of the Harrison Memorial Library.
- Thursday, May 16: The first of two workshops to solicit community input to inform the drafting of an RFP was canceled due to lack of public participation.
- Thursday, May 23: The second of two workshops to solicit community input to inform the drafting of an RFP was attended by 7 members of the public in addition to representatives from the Board of Trustees and the Carmel Public Library Foundation Board.

REQUEST FOR PROPOSALS

With direction from the City Council, input from the public at a community workshop, representatives from the Carmel Public Library Foundation, and the Ad Hoc Committee, staff has completed a request for proposals for review and input by the Trustees and City Council, before it is formally released.

With renovation project of a historic public building there are three factors that need to be in balance in order for this project to be successful:

1. Community input and support of the project
2. Historic preservation needs of a public building
3. Critical infrastructure system upgrades such as seismic, electric, plumbing, ADA improvements, etc.

The RFP seeks to demonstrate the importance of these three factors in order to find an Architectural Firm who will be incredibly adept at balancing historic preservation needs and critical infrastructure upgrades while ensuring that necessary changes happen gently and thoughtfully to balance infrastructure needs with community expectations.

Staff is seeking input from the Trustees and a recommendation to submit the RFP for final Council consideration.

FISCAL IMPACT:

There is no fiscal impact associated with reviewing the RFP.

ATTACHMENTS:

Attachment 1 - RFP for Architectural Services



City Of Carmel-by-the-Sea

REQUEST FOR PROPOSALS (RFP)

RFP #2024-25-001 **REQUESTS FOR PROPOSALS FOR** **ARCHITECTURAL SERVICES FOR THE** **HARRISON MEMORIAL LIBRARY RESTORATION AND** **RENOVATION PROJECT**



Proposals must be postmarked by Friday, August 23, 2024.

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I. REQUEST FOR PROPOSALS

The CITY OF CARMEL-BY-THE-SEA (hereinafter "City") requests proposals from qualified persons/organizations for the purpose of providing professional architectural services for the renovation of the Harrison Memorial Library. Proposals shall be submitted to

City of Carmel-by-the-Sea
ATTN: Nova Romero
City Clerk
P.O. Box CC, Carmel-by-the-Sea, CA 93921

Proposals must be postmarked no later than Friday, August 23, 2024.

SCOPE OF SERVICES. The City has prepared an outline of required services in Section V. SCOPE OF SERVICES, of this Request For Proposals ("RFP").

REQUESTS FOR CLARIFICATION OF THE RFP. If any Proposer has any question regarding the meaning of any part of this RFP, or finds discrepancies in or omissions from this RFP, the Proposer shall submit via electronic mail a written request for clarification to City Clerk, Nova Romero, nromero@ci.carmel.ca.us. The deadline to submit questions is Friday, August 2, 2024 by 5:00 p.m. All questions and City responses shall be posted on the City's website by 5:00 p.m. on Friday, August 9, 2024.

PROPOSAL INSTRUCTIONS. Instructions for the submission of proposals are set forth throughout this RFP. Proposal shall be no longer than 25 pages in length.

CITY'S REVIEW OF PROPOSALS. All proposals deemed responsive shall be reviewed and evaluated by a committee composed of City representatives, Carmel Public Library Foundation representatives, and members of the public in order to determine which proposal best meets the City's needs. The criteria by which to evaluate proposals is set forth in this RFP. The City reserves the right to extend an invitation for interview, to reject any and all proposals and / or waive any irregularities in any proposal.

AWARD OF AGREEMENT. The City currently anticipates awarding a negotiated professional services agreement for Architectural Services for the Harrison Memorial Library Restoration and Renovation Project. A copy of the City's Professional Services Agreement form is attached in Appendix 1. No proposal or professional services agreement shall be binding upon the City until the Agreement is signed by the selected Proposer and executed by the City.

MANDATORY PRE-PROPOSAL SITE TOUR. The City will hold a mandatory pre-proposal site tour Tuesday, July 23 beginning at 9:00 a.m. at the Harrison Memorial Library at the Northeast corner of Ocean Avenue and Lincoln Street.

II. GENERAL INTRODUCTION AND PROJECT DESCRIPTION

The City of Carmel-by-the-Sea (hereinafter referred to as the “City”) is soliciting proposals from Licensed Architectural firms (hereinafter referred to as “provider” or “Proposer”) to provide professional services for design, community engagement, and preparation of bid documents and construction support for the restoration and renovation of the historic Harrison Memorial Library (herein referred to as the “Library”). The scope of work includes design development, community outreach, engineering, preparation of bid documents, and bidding/construction support for Public Works competitive bidding, construction cost estimating, schedule monitoring, preparation of reports and recommendations, and project management.

The Harrison Memorial Library restoration and renovation project will improve ADA accessibility, in addition to restoring a historic building. A Master Plan was completed by Jayson Architecture in July of 2023 for both the Harrison Memorial and Park Branch Library buildings, however the focus of this RFP and scope of work is only for the Harrison Memorial Library. The selected firm will be tasked to work with the City, Harrison Memorial Library Board of Trustees, and Carmel Public Library Foundation, project managers, and the community at large to validate or amend the current conceptual program and proceed with the Scope of Work outlined by the City.

III. CITY OF CARMEL AND THE LIBRARY

Carmel-by-the-Sea was first incorporated as a City in 1916. It was founded by artists and writers – among them Jack London, George Sterling, Mary Austin and Robinson Jeffers. Carmel-by-the-Sea is rich in natural beauty and prides itself on its white sand beach, landscaped bluffs, urban forest, and natural park lands, has a wonderful downtown with diverse shopping, and an accessible and responsive government. The City is a world-renowned tourist destination located on the Monterey Peninsula in central California. Home to 3,722 residents, this one-square mile village in a forest by the sea is known for its natural beauty and rich artistic history.

The Library is a City Department and as such adheres to all City policies and procedures. The Library is governed by the Harrison Memorial Library Board of Trustees, appointed by the City Council, who approve the annual operating budget, approve and enforce library specific policies, have the oversight of both Library facilities, and make recommendations to the City Council regarding the Library when needed.

The Library has three funding sources: 1. The City of Carmel-by-the-Sea which funds staff salaries and building maintenance for both library buildings; 2. The Friends of Harrison Memorial Library which formed in 1971 and raises funds to support operations; and 3. The Carmel Public Library Foundation (“CPLF”) which was established in 1990 and provides for the majority of the Library’s operating budget and additional special projects from time to time. It is anticipated the funds for this project will be raised by the Carmel Public Library Foundation.

Library service in Carmel began in 1906, when the Carmel Free Library Association began lending books from a little redwood building. For a fee of one dollar per year, people could borrow any one of 500 books from the Association’s “Reading Room” heated by a wood burning stove. The Harrison Memorial Library building opened in 1928 and was designed by California architect Bernard Maybeck, built by local contractor M.J. Murphy, and financed by a bequest from Ella Reid Harrison as a memorial to her husband, California Supreme Court Justice Ralph Chandler Harrison. The library has had two additions: one in 1949, followed by another expansion in the 1970’s. In 1988 the Crocker Bank located on the corner of Mission Street and 6th Avenue, 3 blocks away from the Harrison Library was purchased by Mayor Clint Eastwood to serve as the Children’s Library and Local History repository.

In 2023 the City of Carmel-by-the-Sea engaged Jayson Architecture to prepare a Phase I conceptual design for both library facilities, which has been reviewed by the Library Board of Trustees and City Council. As part of this

Attachment 1
project there will be a first phase of conceptual design, during which time this conceptual design completed by Jayson Architecture will be revisited or reconsidered based upon new input from the City, the selected Architectural firm, and members of the community through public outreach. Project information and supporting documents can be viewed at ci.carmel.ca.us/harrison-memorial-library-board-trustees

This spring, at the direction of the City Council staff held two public workshops to ascertain how the community sees the library being used into the future to inform this Request for Proposals. While the first workshop held May 16 was not attended by any members of the public, the second workshop held May 23 was attended by a small group. One of the biggest themes was that attendees did not want the library to change; library users like its cozy traditional library atmosphere with books and comfy seating, the variety of programs, and the hub-role that the library plays for the community. The Architectural Firm that is awarded this contract will need to be incredibly adept at balancing historic preservation needs and critical infrastructure upgrades while ensuring that necessary changes happen gently and thoughtfully to balance infrastructure needs with community expectations.

IV. QUALIFICATIONS AND RELATED EXPERIENCE

The City is seeking Architectural services specializing in the preservation and rehabilitation of California's historic structures and fully versed in the Secretary of the Interior's Standards as well as, the State of California's Historical Building Code and their implications on individual projects. The selected firm will provide architectural restoration recommendations, and design plans while ensuring the integration of modern amenities without compromising the building's historical integrity. In addition the firm will have demonstrated, through its body of work, expertise in the restoration and seamless upgrading of historic buildings and a researched understanding of the region's built tradition.

Proposals will be considered only from Architectural firms who can demonstrate the following minimum qualifications:

1. Architectural firm is licensed to practice architecture in the State of California, and is able to effectively provide the required professional services.
2. The individual or individuals or sub-consultants who will be assigned the responsibility to projects shall have significant experience in design and construction consulting within the last five years in the State of California.
3. Proposer and staff shall be knowledgeable of all applicable building codes, American with Disabilities Act / Facilities
4. Experience in with building conservation, historic preservation, sustainability, and the interrelationship between older structures and community context.
5. Experience with design and construction consulting for public buildings.
6. Transition Plans, federal, state and local by-laws as applicable.
7. History of successfully managing other contracts with public or private agencies
8. Ability to meet any required timelines or other requirements.

V. SCOPE OF SERVICES

General Services. The Proposer will demonstrate that they can perform all architectural, engineering and project management related work necessary to prepare plans and specifications suitable for public works bidding to restore the historic Harrison Memorial Library, aiming for completion by its centennial in 2028. Consultant

services shall include, but are not limited to: project management, design development, bid documents, bidding support, and construction support services.

Architectural and engineering services shall consist of all items of work necessary for verification of building program, site planning, exterior schematic design, city review, design development, City development review, construction documents, plan submittal, contract documents, and construction administration for an approximately 7,300 square foot Library. The architect selected for this project will peer review a completed Phase I conceptual program and finalize the building program. The selected Architectural Firm will perform the following services which will include but is not limited to:

- Design Development
- Conceptual design
- Schematic design
- Mechanical Engineering and design
- Electrical Engineering and design
 - Provide design and coordination of Intermediate Distribution Frame (IDF)/Main Distribution Frame (MDF) which includes the following:
 - Electrical Diagram (include circuit panels, wiring specs, power distribution)
 - Low Voltage Diagram (fiber cables, CAT 6 cables, patch panels, conduits and/or cable trays, wireless access points, card key access panels, CCTV, IP based PA system)
 - Note that design team shall coordinate with City to document all elements necessary to make low voltage system a “turn-key” process
- Structural Engineering and design including Seismic Analysis (in coordination with the Public Works Department)
- Plumbing Engineering and design (in coordination with the Public Works Department)
- Utilities Design and Coordination
- Lighting Engineering
- Acoustical Engineering to mitigate excessive site noise
 - For sensitive spaces, room acoustics for community room, meeting and study rooms and the stack/study areas and HVAC noise and vibration for all spaces
- Security System design
- Hazardous Materials handling
- Artistic renderings
- Interior Design Services including interior materials, finishes, and fixtures
- Audio Visual (A/V) system design including related electrical and data requirements
- Full Building Energy Modeling for LEED v4 & Title 24. Needs to meet Calgreen mandatory measures and LEED Gold w/ verification by LEED AP. This item is to be an optional service and should be included as such in the cost proposal.
- Signage consultant to design turnkey signage package for informational, directional, site, and fire and life safety signage.
- Management of all engineering and specialty consultants
- Construction cost estimation
- Preparation of Construction Documents for plan check submittal and bidding
- Construction administration and support
- Post-occupancy review and minor re-designs as needed

Project Management. The Architectural Firm will be the primary responsible party for managing the project's schedule and consultant contract budget. In addition, the Architectural Firm is expected to attend a monthly progress meeting and prepare action item logs for subsequent follow-up. The Architectural Firm is expected to maintain frequent and timely communication with City staff and the CPLF throughout the duration of the project.

All project schedules shall be prepared in Gantt chart format. Three weeks for each City review shall be included. Schedule updates shall be provided at all progress meetings. Architectural Firm's own team should have provisions for quality assurance/quality control over the work product prepared for the City. A statement of peer review will be required for overall constructability, coordination, and reasonable reduction in errors and omissions. The Architectural Firm is expected to communicate often and early with respect to the schedule and budget.

The Consultant team will complete the following tasks and meetings throughout the duration of the project.

- Bi-weekly project management conference call with the City (may be combined with another project meeting as appropriate)
- Monthly Progress in person Check-in with the City
- Progress Check Ins with key stakeholders at intervals appropriate to the development of the design (may be combined with another project meeting as appropriate, if not combined, maximum of 5 separate meetings)
- Meeting Documentation (Agenda and Minutes for any ABA led or facilitated project meeting)

Design Development. The Architectural Firm shall be the Engineer of Record and responsible for design and preparation of complete plans and technical specifications for the project. The Architectural Firm must perform an adequate field investigation to confirm existing conditions.

Because there already exists a conceptual design for the Library, there will be a first phase of conceptual design refinement, during which time this conceptual design will be revisited or reconsidered based upon new input from the clients, the selected firm, and members of the community through a public outreach effort. Links to the conceptual design materials and supporting documents are available at ci.carmel.ca.us/harrison-memorial-library-board-trustees

The selected Architectural Firm shall be responsible for working with City staff, the Library Board of Trustees, and the Carmel Public Library Foundation to facilitate the community outreach and participation process in coordination with the project manager and the City. To date the City has conducted minimal community outreach. Most of these outreach efforts will take place during the conceptual design refinement and schematic design phases, but follow up during later phases will also be required. It is incredibly important that all members of the community have an opportunity for their voice to be heard.

All work is to be in compliance with all applicable rules, regulations, code, law, and good practice for public facilities. When possible, the Architectural Firm shall incorporate "green" building/construction practices, sustainability, energy efficiency, and low operations and maintenance costs into recommendations and subsequent design.

Use of contractors, and all applicable subcontractors which are required to pay prevailing wages, requires registration with the State of California, Department of Industrial Relations (DIR) through the Public Works Contractor Registration Program (PWC Registration) before bidding, being awarded, or performing work on

Attachment 1
public works projects in California. This includes those performing surveying work, material testing, inspection, trucking, boring, potholing, concrete deliveries and temporary service companies who provide workers to prevailing wage contractors. Specifications shall be prepared accordingly.

Plans and specifications shall provide sufficient detail to result in a good quality product while allowing competitive pricing where possible and appropriate and provide options to the contractor where appropriate to obtain the same good level of quality for the best bid price. Plans and specifications shall not specify proprietary products or services.

The City will facilitate (setup, lead, document outcomes) for all Core Team meetings. The Architectural Firm will attend a total of up to 3 Core Team meetings during design development and will incorporate comments and decisions from these meetings into the design.

The Architectural Firm will prepare for, facilitate, and document meeting(s) in which the City and Firm will:

- Review Design
- Review Pertinent Regulations
- Review Regulatory Approval Process & Requirements.
- Discuss any potential issues or concern with the following groups:
 - City Council
 - City Administrator's Office
 - Harrison Memorial Library Board of Trustees
 - Carmel Public Library Foundation Board of Directors
 - Public Works Department
 - Community Planning and Building Department (as applicable)

Conceptual Design Refinement. The conceptual design phase shall include refinement of the pre-existing conceptual design prepared by Jayson Architects. During this phase, there will be additional public outreach and coordination with the clients, City, CPLF, and the City Council. A presentation to City Council will be required to get approval to proceed with the 30% design.

Links to the conceptual design materials are available at
ci.carmel.ca.us/harrison-memorial-library-board-trustees

30% Submittal & Design Review. The Architectural Firm will submit the 30% complete Design Development Set of the proposed restoration and renovation of the Library for City and CPLF review, including hand drawn renderings. The Architectural Firm will submit three (3) full size sets and three (3) half size sets as well as a PDF digital copy. The 30% submittal will be provided three weeks prior to the following core team meeting to review City Comments. The 30% submittal will include:

- Cover sheet and plan sheets with base mapping and preliminary details.
- Hand drawn renderings
- Cut sheets for equipment/appurtenances.
- Schematic Materials Palette
- Coordination of utilities
- Project schedule update
- 30% construction cost estimate
- Table of Contents list for technical specifications
- Water Efficiency design calculations

- Energy model
- Status of application for PG&E
- LEED checklist on track to meet LEED Gold (optional)
- Documentation of outreach with franchise utility companies for facilities needing to be relocated or adjusted to grade as a result of the proposed construction activities

Page Turn Meeting. The Architectural Firm will prepare for, facilitate, and document a Page Turn meeting in which we will review the 30% design submittal for the renovation of the Library. The Architectural Firm will present the design submittal including key features of the plans to project reviewers and answer questions and note any initial comments. The City and CPLF team will then review the plans and provide complete comments following the meeting.

Presentation. The Architectural Firm shall present the 30% plans to the Harrison Memorial Library Board of Trustees, Carmel Public Library Foundation Board of Directors, as well as the City Council for review. These meetings will be open to the public and feedback from the Boards/Council/Public will be received and incorporated in the design documents.

75% Submittal & Design Review. The Architectural Firm will submit the 75% complete Design Development Set of the renovation of the Library for City and CPLF Review, Plan Check, Constructability Review and Bid-Ability review. Consultant will submit three (3) full size sets and three (3) half size sets as well as a PDF digital copy. The RFP for the Harrison Memorial Library 75% submittal will be provided three weeks prior to the following core team meeting to review City Comments. The 75% submittal will include:

- 75% Plans with all subcontracted work accounted for in this submittal. All project details have been accounted for.
- 75% specifications including technical specifications and special provisions, with recommended changes in track changes format.
 - Bid schedule and item descriptions
 - A list of minimum required submittals during construction
 - List of information available to Bidders (provided by City)
 - A table listing all inspections (including any special inspections and materials testing) and associated responsibility
 - A table list of material warranties, and associated warranty periods
- Updated Materials Palette
- Project schedule update
- 75% construction cost estimate (bid schedule)
- Utility conflicts have been resolved or a timeline for resolution has been determined
- Responses to the City's 30% review comments
- New utilities
- LEED checklist (optional)

100% Submittal.

The Architectural Firm will submit the 100% complete Design Development Set of the restoration and renovation of the Library for City and CPLF Review, Plan Check, Constructability Review and Bid-Ability review. The Architectural Firm will submit three (3) full size sets and three (3) half size sets as well as a PDF digital copy. The 100% submittal will be provided three weeks prior to the following core team meeting to review City and CPLF comments. The 100% submittal will include:

- Peer review shall have been accomplished by this stage, with the statement and signature on the cover sheet. The professional shall sign, date and seal the following Certification of Peer Review on the plan set cover sheet with the transmittal of the final plans and specifications:
 - “The undersigned hereby maintains that a professional peer review of these plans and the required designs was conducted by me, a licensed Architect with expertise and experience in the appropriate fields of architecture equal to or greater than the Architect of Record, and that to the best of my knowledge and belief the appropriate corrections have been made.”
- 100% specifications
- Reviewed bid instructions
- Finalized technical specifications
- Finalized Special Provisions
- Finalized Materials Palette
- Project schedule update
- 100% construction cost estimate
- Responses to the City's 75% review comments, along with return of mark ups
- New utilities
- LEED check list (optional)
- PG&E new service
- Prepare submittal for the City building department and obtain a building permit

The Architectural Firm will complete the following:

- 100% Design Construction Document Set
- Written Responses to City Comments
- Meeting Documentation

Submittal of Bid Package. The Architectural Firm will submit the Bid Package. The bid package will incorporate the City's final comments from the 100% submittal, including incorporation of all other team and stakeholder comments. The Bid Package submittal will include hard copies and digital format (PDF and native format) of each of the documents listed below:

- One hard copy full size set of drawings stamped and signed on each sheet by the Architect of Record and by discipline, as well as a PDF digital copy.
- Technical specifications, with cover sheet stamped and signed by all required disciplines in PDF format.
- Final project schedule update
- Final construction cost estimate

Deliverables

- Bid Package
- Drawings
- Technical Specifications
- Revised Special Provisions
- Construction Cost Estimate
- Written Responses to City Comments
- LEED checklist (optional)

Bid Services. The fourth phase, Bid Services, will support the bid process through the City's project manager (PM). During bidding, all communications will be directed through the City's PM. This phase will include:

- Architectural Firm attendance at a pre-bid meeting

- Response to all bidder's requests for information (RFIs)
- Support City's coordination efforts to inform plan-holders of significant responses to RFIs.
- Preparation of addenda as necessary. If addenda to bid documents are extensive and are because of the Architectural Firm's work product, conformed documents shall be prepared at no expense to the City. City will provide reproduction services.

Phase 4 Deliverables. The Architectural Firm will complete the following:

- Responses to Requests for Information
- Addenda
- Conformed Documents, if required

Construction Services. Construction Services will support project construction through the City or the City-hired Construction Management Firm. This phase will include:

- Attend and prepare information for a coordination meeting between the design team and the construction management team. The Architectural Firm shall be prepared to address:
 - Key Project Design Drivers
 - Possible construction pitfalls as it relates to meeting design intent
 - Items for the construction management team to be aware of (special working hours, shortened timelines for submittal reviews, etc.).
 - Attend the pre-construction meeting.
 - Attend approximately 10 periodic construction progress meetings, but quantity will be adjusted as appropriate to the schedule and pace of the work
 - Participate in the final walkthrough and development of punch lists.
 - Respond to RFIs, which includes clarifying or providing revisions or additional detail where necessary on the plans and specifications. Response to RFIs shall be timely in order to avoid construction delays and claims.
 - The consultant shall stamp and sign any revisions to the contract plans as a result of responses to RFIs or as a result of executed change orders. Consultant shall ensure that all changes are in compliance with the applicable codes and coordinate with DSA.
 - Review and respond to all submittals within the period allocated in the contract documents.
 - Review any proposed substitutions, if any, for conformance to plans and specifications.
 - Review and make recommendations on proposed changes to the contract (Request for Quotations and Contract Change Orders).
 - Prepare Record Drawings based upon red-lines provided by the contractor and field reviews. Final Record Drawings will be submitted electronically, in PDF and CAD format.
 - Participate in the "Lessons Learned Meeting" with all parties at the end of the project

Reimbursable Expenses and Markups. For preparation of the cost proposal template and invoicing during the project, no markups shall be allowed on reimbursable expenses and the maximum markup on each sub-consultant shall be 5%. Optional services, if any, may be included as separate line items in the cost proposal.

Construction Deliverables. The Architectural Firm will complete the following:

- Responses to Requests for Information
- Submittal Reviews
- Punch list

- LEED Checklist and corresponding letter by project LEED AP noting intent to achieve LEED Gold (Optional)
- As-Built Drawings
- Meeting Documentation

VI. SUBMITTAL REQUIREMENTS

Proposal Requirements. The proposal should include elements and be organized in the order presented below.

1. Transmittal or Cover Letter
 - a. To the attention of: Nova Romero, City Clerk, P.O. Box CC, Carmel-by-the-Sea, CA 93921
 - b. Signed by an officer of the prime consultant. In case of joint venture or other joint-prime relationship, an officer of each venture partner shall sign.
2. Acknowledgement of Addenda
 - a. If any addenda are issued, you must acknowledge your receipt of them either by including a statement in your transmittal letter or by returning signed addenda with the proposal.
3. Firm Profile and Project Team
 - a. Project Architect description.
 - b. The prime consultant and sub-consultants (if applicable) must be able to demonstrate expertise, experience, and the ability to provide the services and complete the tasks described in Section VI Scope of Services. The expertise and experience include, but is not limited to, electrical, mechanical, and structural engineering and architectural services. Include a brief description of the prime consultant firm (firms) and sub-consultant team (if applicable), including number of employees and years in business.
 - c. Prime(s): Provide a detailed resume of the proposed principal-in-charge, the lead engineer, and any other parties that will be responsible for this project. The lead engineer shall be a full-time employee of the prime(s). Clearly identify each individual's relevant experience (former projects) with photos.
 - d. Sub-Consultants: Provide a detailed resume of the proposed project manager (PM), who shall be a full-time employee of each sub-consultant for this project. Clearly identify the PM's relevant experience (former projects) with photos.
 - e. Confirm that the key project personnel identified by the prime consultant and sub-consultants shall not be substituted without approval of the City. The City must also approve any new, key team members.
 - f. A table of organization setting forth the project manager, supporting staff, and sub- consultants.
4. Relevant Experience – Prime Consultant and Sub-Consultants
 - a. Describe experience in providing the necessary services for at least three (3) projects similar in size and scope to the individual projects listed in Section I.C. Project Description, with a minimum construction value of at least \$750,000 for each example project. For each project, provide the following information:
 - Client name, project name and location.
 - Description of project scope.
 - Month and year commenced and was (or will be) completed.
 - Project construction cost.
 - Contract amount.
 - Firm's project responsibility.

- Names of key personnel involved in working on the projects.
 - Two (2) client references for each project, including contact names, addresses, and telephone numbers.
5. Project Approach, Organization, and Local Presence
 - a. With reference to Section I. Project Information of this RFP, present your approach and organization for providing services on these projects. Indicate your understanding of the critical project elements, and what special approaches your team will feature to manage these elements.
 6. Project Timeline and Schedule
 - a. Layout the proposed timeline of the project through completion of construction and post-construction occupancy review
 - b. Describe the time schedule for each proposed task and subtask. Indicate proposed work periods, milestones, and proposed completion dates, as well as anticipated regular meeting periods
 7. Additional Services
 - a. The consultant may propose any additional, optional services it believes would complement or augment the scope of services requested by this RFP. The City reserves the right to consider these additional, optional services in its evaluation of proposals and may, at its sole discretion, award additional, optional services to any proposer.
 8. A summary of the consultant's understanding of the contract requirements as a whole and the unique capabilities to perform the services required.
 9. An identification of any modifications to the attached Professional Consulting Services Agreement (APPENDIX A) the consultant would require prior to entering into an agreement with the City.

Cost Proposal and Hourly Billing Rates. The Architect shall provide a separate fee proposal for the requested services. The actual dollar fee paid to the Architect shall be fixed. The architect's cost proposal shall also include all fees to be paid to the Architect's consultants. In addition to the fixed fee for the project, the architect shall provide a schedule of hourly billing rates for the various levels of staff who may participate in the project, should the need for extra services arise. No additional markup will be allowed on fees quoted.

The cost proposal shall be submitted with the Proposal in a separate, sealed envelope marked "LIBRARY-COST PROPOSAL", with the architectural firm name. Payments to the architect shall be made on a monthly basis and shall be in proportion to services performed.

All prints and reproduction charges for documents used by Architect and their consultants for their "in house" use are to be included in the contract price. Electronic copies of any prints are preferred for City check sets, progress sets and all plans required for City plan checks. If paper copies are needed they will be requested specifically by the City and will be considered reimbursable expenses. All reimbursable expenses shall require prior authorization from the City.

1. The prime consultant shall provide a cost proposal to accomplish each deliverable and phased task (per Section I.D. Scope of Services).
2. The prime consultant and sub-consultants shall provide a complete list of all staff hourly rates of the positions by name that would be invoiced, i.e., Principal, Lead Engineer, CAD drafter, Administrative Support, etc. Hourly rates shall be divided into base salary, fringe benefits, overhead, indirect cost surcharges, profit, consistent with Caltrans Local Assistance Procedures Manual for federally-funded A&E contracts.

3. The prime consultant shall self-perform at least 50% of its proposed contract amount.
4. The contract amount will be an actual cost-plus-fixed fee with a maximum not-to-exceed amount. During the contract term, there is no provision for hourly rate increases or adjustments. If an amendment to extend the contract expiration becomes necessary, hourly rate increases/adjustments will be permitted in accordance with Caltrans LAPM and applicable local ordinances.
5. The proposal shall show a lump sum cost estimate for each task identified with a breakdown. In addition, sub-consultants should be identified in the scope of work.
 - a. Provide cost estimates for each subtask by classifications, providing hourly billing rates for personnel, with the estimated total based on hourly estimates. The estimate shall include all clerical, administrative, and support functions.
 - b. The cost estimate shall include provisions for meeting with the agency to report progress of the work

VII. INSTRUCTIONS FOR PROPOSAL

Format Of Envelope For Proposal. The Submitter shall deliver the proposal in a sealed envelope clearly marked on the outside: "**PROPOSAL FOR HARRISON MEMORIAL LIBRARY**" as well as the name of the proposer.

Quality Of Proposals. Unnecessarily elaborate or glossy proposals are neither expected nor desired. The emphasis of the proposal should be on responding to the core requirements set forth in this RFP.

Proposer's Signature / Cover Letter. An authorized representative of the Proposer shall sign the cover letter which identifies the legal name of the Proposer, along with name of contact person, address, phone number, and email address. The cover letter may also be supplemented by a brief narrative about why the proposer is interested in this opportunity.

Contents Of Proposal. In addition to the cover letter, the Proposer shall provide five sections in the following order: (A) Qualifications and Related Experience of Proposer, (B) Proposed Scope of Services, (C) Approach to Architectural Services, (D) Project Timeline and Schedule, and (E) If applicable any additional proposed services not covered in this Request for Proposals. Proposals shall be no longer than 30 pages in length.

City's Review Of Proposals. After the proposals are received, an evaluation committee consisting of City staff, Library Board Trustees, Carmel Public Library Foundation representatives, and community stakeholders shall review all proposals for responsiveness to the RFP. In reviewing the proposals, the City will consider all elements identified in the Evaluation Criteria section shown below. Proposers who do not meet the evaluation criteria will be notified that they will not be advancing in the evaluation process.

Award Of Agreement. Upon completion of the review period, the City shall notify those Proposers who will be considered for further evaluation. All Proposers so notified shall meet with the City's designated Manager(s) to discuss entering into a Professional Services Agreement for architectural services for the renovation of the Harrison Memorial Library.

1. If the City determines, after further evaluation and negotiation, to award a Contract, a Contract shall be sent to the successful Proposer for the Proposer's signature. No proposal shall be binding upon the City until after the Agreement is signed by duly authorized representatives of both the Proposer and the

2. The City reserves the right to reject any or all proposals, and to waive any irregularity. The award of the Agreement, if made by the City, will be based upon a total review and analysis of each proposal.

Proposals Are Public Records. Each Proposer is hereby informed that, upon delivery of its proposal to the City, the proposal is the property of the City.

1. Unless otherwise compelled by a court order, the City will not disclose any proposal while the City conducts its deliberative process in accordance with the procedures identified in this RFP. However, after the City either awards an agreement to a successful Proposer, or the City rejects all proposals, the City shall consider each proposal subject to the public disclosure requirements of the California Public Records Act (California Government Code Sections 6250, *et seq.*), unless there is a legal exception to public disclosure.

2. If a Proposer believes that any portion of its proposal is subject to a legal exception to public disclosure, the Proposer shall: (1) clearly mark the relevant portions of its proposal "Confidential"; and (2) upon request from the City, identify the legal basis for the exception from disclosure under the Public Records Act; and (3) defend, indemnify, and hold harmless the City regarding any claim by any third party for the public disclosure of the "Confidential" portion of the proposal.

VII. EVALUATION CRITERIA

The City is seeking comprehensive proposals addressing all sections identified. The maximum number of pages for the proposal, including cover letter, contents, resumes, and exhibits, shall not exceed 25 pages. Covers and tabs are not counted. The following criteria will be considered by the City:

1. Responsiveness to this RFP
 2. Qualifications and related experience
 3. Project Understanding – Understanding of the project requirements, familiarity with available construction methods, limitations and benefits and recognition of potential project challenges. **20**
 4. Construction Experience – Technical experience in performing work of a similar project scope and size. **20**
 5. Familiarity with Local Government Project Development Procedures **15**
 6. Problem Solving – Firm and project team's ability to problem solve construction issues effectively and to be situationally adaptable. **15**
 7. Approach to Communicating with the City/Local Presence – Ability to commit and maintain staff for the duration of the project for management, inspection, and testing. **15**
 8. Personnel Qualifications – Detailed list of qualifications of staff to be assigned to the project **10**
 9. Additional Services and Firm Flexibility – Firm's ability to provide additional services that may be a part of an individual project's conceptual, environmental, design, or construction management phase, using other resources available within the firm or its subconsultants. **5**
- TOTAL: 100**

Based on the recommendation of a committee composed of City representatives, Carmel Public Library Foundation representatives, and members of the public review of the response to the RFP's, the City will select firms to interview. Final selection will be based on the review of proposals, follow-up discussions with selected firms, and recommendations from past and current clients.

Final approval will be at the discretion of the City Council of Carmel-by-the-Sea. The City, with input from the CPLF, reserves the right to negotiate directly with only one (1) firm or discontinue this process at any time.

***TENTATIVE SCHEDULE - RFP #2024-25-001**
ARCHITECTURAL SERVICES CONTRACT
Harrison Memorial Library Restoration and Renovation

Date	Activity
TBD week of Jun 16, 2024	HMLBT Review of RFP
Monday, July 8, 2024	City Council Review of RFP
Wednesday, July 10, 2024	RFP released
Friday, July 23, 2024	Mandatory Walk-through
Friday, Aug 2, 2024	Questions from architects due
Friday, Aug 9, 2024	Answers to questions from City due
Friday, Aug 23, 2024	Proposals due - postmarked no later than 08/23
Week of Aug 26, 2024	Meet with and distribute proposals to review committee
Week of Sep 2, 2024	2nd meeting with review committee to select proposers for interviews
Week of Sep 16, 2024	Interviews with selected Architectural Firms
Week of Sep 23, 2024	Deliberations
Friday, Sep 27, 2024	Final selection
October 2024	Contract negotiations
Tuesday, Nov 5, 2024	City Council contract approval

*This schedule is subject to change. Proposers will be notified of any amendments to this schedule.

PROFESSIONAL SERVICES AGREEMENT

for the

**[Name of the Project and/or type of services
Agreement #]**

THIS AGREEMENT is executed this ____ day of _____, 202__, by and between the City of Carmel-By-The-Sea, a municipal corporation, (hereinafter "City"), and **[Name of Consultant]**, (hereinafter "Consultant"), collectively referred to herein as the "parties".

WHEREAS, the City wishes to engage Consultant to perform the services required by this Agreement; and,

WHEREAS, Consultant is willing to render such professional services, as hereinafter defined, on the following terms and conditions; and

WHEREAS, Consultant represents that it is trained, experienced and competent and holds all necessary licenses and certifications to perform the services required by this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties hereby covenant and agree as follows:

1. SERVICES

A. **Scope of Services.** Consultant agrees to provide to the City, as the scope of services ("Scope of Services") under this Agreement, the following: **[insert general description of the scope of work]**. The Scope of Services is attached hereto as Exhibit "A." The Scope of Services under this Agreement shall include, but is not limited to, a project description, project phases, task descriptions, identification of key personnel, identification of subconsultants, their key personnel and general description of services that will be performed, as further set forth in this Agreement and attachments hereto.

B. **Change Orders.** Agreements and Change Orders exceeding \$24,999 require City Council approval to be valid. The City may, from time to time, by written notice to Consultant, make changes to the Scope of Services as defined in Section 1.A above, and Consultant shall carry out the Services subject to such changes, within the time limits agreed to by the parties. The compensation and/or Project Schedule shall be increased or decreased by written Change Order to this Agreement ("Change Order"), signed by the City and Consultant, prior to commencement of any such changes of the Services. However, any increase in compensation beyond the compensation limit amount approved by the City Council must be authorized in advance by Council. The City shall not be liable to pay additional compensation to Consultant for any additional services performed without an executed Change Order issued prior to proceeding with amended services. All other terms of this Agreement shall apply to authorized Change Orders.

2. COMPENSATION

A. **Total Fee.** The City agrees to pay and Consultant agrees to accept as full and fair consideration for the performance of this Agreement, hourly fees as set forth in Consultant's Fee Schedule (Exhibit "B"), in a total amount not-to-exceed _____ Thousand ____ Hundred and ____ Dollars (\$____.00). Such compensation shall be considered the "Maximum Authorized Expenditure" under this Agreement. The Fee Schedule shall include, but is not limited to, fees for each phase and task, not-to-exceed total fee, hourly rates, reimbursable rates and subconsultant mark-up rates. Payment of any compensation to Consultant hereunder shall be contingent upon performance of the terms and conditions of this Agreement to the satisfaction of the City. If the City determines that the Services set forth in the written invoice have not performed in accordance with the terms of this Agreement, the City shall not be responsible for payment until the Services have been satisfactorily performed.

B. **Invoicing.** Consultant shall submit to the City monthly written invoices to the City's Project Representative, identified in Section 5 herein. Invoices shall be prepared in a form satisfactory to the City, describing the services rendered and associated costs for the period covered by the invoice. The City shall provide invoicing format upon request. Consultant shall not bill the City for duplicate services performed by more than one person. Consultant's invoices shall include, but are not limited to, the following information:

- i. Project Title, the City's Purchase Order number and City's Project Code(s) for each project;
- ii. Invoice number and date;
- iii. A brief description of services performed for each project phase and/or task;
- iv. The budgeted amount for each phase, task and item, including the total amount, with the same for approved Change Orders, if any;
- v. Amount invoiced to date divided by the agreed total compensation, expressed as a percentage, with the same for approved Change Orders, if any;
- vi. The amount earned and invoiced to date for each phase, task and/or item, including the total amount, with the same for approved Change Orders, if any;
- vii. The amount previously invoiced for each phase, task and/or item, including the total amount, with the same for approved Change Orders, if any;
- viii. The amount due for the period covered by this invoice for each phase, task, and/or item, including the total amount, with the same for approved Change Orders, if any;
- ix. For time and materials authorizations, the number of hours spent, by whom and their hourly rate for each phase, task and/or item, including the total amount;
- x. The costs incurred, including reimbursables, for each phase, task, and/or item for the agreed total compensation and approved Change Orders, if any, along with a brief description of those costs;
- xi. The total amount due for the period covered by this invoice, including subconsultants and vendors of services or goods;

xii. Copies of subconsultant, vendor, and reimbursable invoices including hourly breakdowns when requested by City.

xiii. Copies of subconsultant and vendor lien releases.

Any such invoices shall be in full accord with any and all applicable provisions of this Agreement. Consultant shall submit invoices to the City on or before the sixteenth (16th) day of each month for services performed in the preceding month. The City shall make payment on each such invoice within thirty (30) days of receipt; provided, however, that if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, the City shall not be obligated to process any payment to Consultant until thirty (30) days after a correct and complying invoice has been submitted by Consultant.

The City shall not be obligated to pay Consultant a greater percentage of the Maximum Authorized Expenditure than the actual percentage of services completed as of the invoice date.

Consultant agrees to remit and shall be responsible for all withholding taxes, income taxes, unemployment insurance deductions, and any other deductions required by applicable federal, state or local laws and regulations for Consultant, its employees, subconsultants and vendors of services or goods.

C. **Adjustment of Fees.** The City may increase or decrease the Maximum Authorized Expenditure by issuing a Change Order to the Agreement in accordance with Section 1.B “Change Orders” above. Should Consultant consider that any request or instruction from the City’s Project Representative constitutes a change in the scope of services, Consultant shall so advise the City’s Project Representative, in writing, within fourteen (14) calendar days of such request or instruction. Without said written advice within the time period specified, the City shall not be obligated to make any payment of additional compensation to Consultant.

D. **Hourly Rates.** Payment for all authorized services, including payment for authorized on-call, as-needed services, shall be made by the City to Consultant in accordance with the various hourly rates as set forth in the Consultant’s Fee Schedule (Exhibit “B”).

E. **Subconsultants and Vendors.** Invoices for subconsultants and vendors of services or goods will be paid by the City to Consultant in accordance with the various rates as set forth in the Consultant’s Fee Schedule (Exhibit “B”). All reimbursable expenses shall be considered as included within the Maximum Authorized Expenditure. Consultant shall be solely responsible for payment to subconsultants and vendors of services or goods, and the City shall not be responsible or liable for any payments to subconsultants and vendors, either directly or indirectly.

F. **Audit and Examination of Accounts:**

i. Consultant shall keep and will cause any assignee or subconsultant under this Agreement to keep accurate books of records and accounts, in accordance with sound accounting principles, which pertain to services to be performed under this Agreement.

ii. Any audit conducted of books of records and accounts shall be in accordance with generally accepted professional standards and guidelines for auditing.

iii. Consultant hereby agrees to disclose and make available any and all information, reports, books of records or accounts pertaining to this Agreement to the City and any city of the County of Monterey, or other federal, state, regional or governmental agency which provides funding for these Services.

iv. Consultant shall include the requirements of Section 2F, "Audit and Examination of Accounts", in all contracts with assignees or subconsultants under this Agreement.

v. All records provided for in this Section are to be maintained and made available throughout the performance of this Agreement and for a period of not less than four (4) years after full completion of services hereunder. All records, which pertain to actual disputes, litigation, appeals or claims, shall be maintained and made available for a period of not less than four (4) years after final resolution of such disputes, litigation, appeals or claims.

[INCLUDE THE FOLLOWING SECTION IF PSA IS FOR AN ON-CALL AGREEMENT OR CONTAINS OPTION FOR ON-CALL WORK]

G. **On-Call Agreements.** The amount of work (scope of services) to be requested during the Agreement term cannot be well defined at the outset. The Consultant agrees to perform the work on an on-call basis in such increments and at such times as defined in written work requirements issued by the City as the need arises. The Consultant agrees that the offer to perform the work at the various rates as set forth in the Consultant's Fee Schedule (Exhibit "B") remains in effect for all work requirements issued by the City during the Agreement term or until the exhaustion of the Agreement funding limit, whichever occurs first. The City does not guaranty a minimum dollar value of work.

3. AGREEMENT TERM

A. **Term.** The work under this Agreement shall commence by [start date of contract] and shall be completed by [end date of contract] unless sooner terminated or the City grants an extension of time in writing pursuant to the terms of this Agreement, except for provisions in this Agreement that shall survive the termination or completion of this Agreement. Consultant shall perform Change Order services as set out in Section 1.B, "Amendment of Services (Change Orders)", in a timely manner or in accordance with the agreed upon Change Order Project Schedule.

B. **Timely Work.** Consultant shall perform all Services in a timely fashion, as set forth more specifically in Section 3.A, "Term", and Section 3.C, "Project Schedule", of this Agreement. Failure to perform is hereby deemed a material breach of this Agreement, and the City may terminate this Agreement with no further liability hereunder, or may authorize, in writing, an extension of time to the Agreement.

C. **Project Schedule.** Services shall be completed by Consultant in accordance with the Project Schedule attached hereto as Exhibit "C". The parties may, from time to time, by Change Order, alter the Project Schedule. Consultant shall provide the Services pursuant to the Project Schedule or any applicable Project Schedule Change Order. If at any time Consultant discovers that the Project Schedule cannot be met, Consultant shall promptly notify the City in writing and provide a revised Project Schedule for review and consideration by City.

[THE FOLLOWING PARAGRAPH TO BE INCLUDED IF A PROJECT SCHEDULE IS NOT REQUIRED BUT SPECIFIC PROJECT DATES ARE KNOWN OR REQUIRED]

If a Project Schedule is not required, Consultant shall perform the Services under this Agreement in accordance with the following phase, task and/or milestone dates:

[List phase, task, milestone, funding, design, design review, construction and other deadline dates as applicable]

D. **Notice to Proceed**. Upon execution of this Agreement by both parties and the receipt of all documentation required by this Agreement to be provided by Consultant to the City, the City shall issue a written Notice to Proceed to the Consultant. The City may, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, Consultant shall diligently proceed with the Services authorized and complete those Services within the agreed time specified in said notice. Consultant shall not proceed with any of the Services unless they have received a Notice to Proceed from the City.

4. **CONSULTANT'S EMPLOYEES AND SUBCONSULTANTS**

A. **Listed Employees and Subconsultants**. Consultant shall perform the Services using the individuals listed in the Key Employees and Subconsultants List attached hereto in Exhibit "A".

B. **Substitution of Employees or Subconsultants:**

i. Consultant shall not substitute any key employee or subconsultant listed in Exhibit "A" without the prior written approval of the City, and such approval shall not be unreasonably withheld. The City shall not approve removal or substitution of employees or subconsultants for the reason that Consultant or its affiliates has called on such individuals to perform services for another client of the Consultant.

ii. If, at any time, the City reasonably objects to the performance, experience, qualifications or suitability of any of Consultant's employees or subconsultants, then Consultant shall, on written request from the City, replace such employee or subconsultant. Consultant shall, subject to scheduling and staffing considerations, make reasonable efforts to replace the individual with an individual of similar competency and experience.

iii. Regardless of whether or not the City consents to, or requests a substitution of any employee or subconsultant of Consultant, the City shall not be liable to pay additional compensation to Consultant for any replacement or substitution.

C. **Sub-agreements with Subconsultants**. Consultant shall incorporate the terms and conditions of this Agreement into all sub-agreements with subconsultants in respect of the Services necessary to preserve all rights of the City under this Agreement. Consultant shall be fully responsible to the City of all acts and omissions of subconsultants and of persons employed by any subconsultant.

D. **Not an Agent of the City**. Nothing in this Agreement shall be interpreted so as to render the City the agent, employer, or partner of Consultant, or the employer of anyone working for or subcontracted by Consultant, and Consultant must not do anything that would result in anyone working for or subcontracted by

Consultant being considered an employee of the City. Consultant is not, and must not claim to be, an agent of the City.

E. Independent Contractor:

i. Consultant is an independent contractor. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The City shall not control or direct the details, means, methods or processes by which Consultant performs the Services. Consultant is responsible for performance of the Services and may not delegate or assign any Services to any other person except as provided for herein. Consultant shall be solely liable for the work quality and conditions of any partners, employees and subconsultants.

ii. No offer or obligation of permanent employment with the City or particular City department or agency is intended in any manner, and Consultant shall not become entitled by virtue of this Agreement to receive from the City any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. Consultant 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 Consultant's performance of Services under this Agreement. In connection therewith, Consultant shall defend, indemnify and hold the City harmless from any and all liability, which the City may incur because of Consultant's failure to pay such taxes.

5. REPRESENTATIVES AND COMMUNICATIONS

A. **City's Project Representative.** The City appoints the individual named below as the City's Project Representative for the purposes of this Agreement ("City's Project Representative"). The City may unilaterally change its project representative upon notice to Consultant.

Name: _____
 Title: _____
 Address: _____
 Telephone: _____
 Email: _____

B. **Consultant's Project Manager.** Consultant appoints the person named below as its Project Manager for the purposes of this Agreement ("Consultant's Project Manager").

Name: _____
 Title: _____
 Address: _____
 Telephone: _____
 Email: _____

C. **Meet and Confer**. Consultant agrees to meet and confer with the City's Project Representative, its agents or employees with regard to Services as set forth herein as may be required by the City to insure timely and adequate performance of this Agreement.

D. **Communications and Notices**. All communications between the City and Consultant regarding this Agreement, including performance of Services, shall be between the City's Project Representative and Consultant's Project Manager. Any notice, report, or other document that either party may be required or may wish to give to the other must be in writing and shall be deemed to be validly given to and received by the addressee, if delivered personally, on the date of such personal delivery, if delivered by email, on the date of transmission, or if by mail, seven (7) calendar days after posting.

6. INDEMNIFICATION

Consultant hereby agrees to the following indemnification clause:

To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), Consultant shall defend (with legal counsel reasonably acceptable to the City), indemnify and hold harmless the City and its officers, designated agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against claims, loss, cost, damage, injury expense and liability (including incidental and consequential damages, Court costs, reasonable attorneys' fees as may be determined by the Court, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) to the extent they arise out of, pertain to, or relate to, the negligence, recklessness, or willful misconduct of Consultant, any subconsultant or subcontractor, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused in part by the active negligence or willful misconduct of such Indemnitee.

Notwithstanding the provisions of the above paragraph, Consultant agrees to indemnify and hold harmless the City from and against all claims, demands, defense costs, liability, expense, or damages arising out of or in connection with damage to or loss of any property belonging to Consultant or Consultant's employees, subconsultants, representatives, patrons, guests or invitees.

Consultant further agrees to indemnify the City for damage to or loss of City property to the proportionate extent they arise out of Consultant's negligent performance of the work associated with this Agreement or to the proportionate extent they arise out of any negligent act or omission of Consultant or any of Consultant's employees, agents, subconsultants, representatives, patrons, guests or invitees; excepting such damage or loss arising out of the negligence of the City.

7. INSURANCE

Consultant shall submit and maintain in full force all insurance as described herein. Without altering or limiting Consultant's duty to indemnify, Consultant shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

- A. Commercial General Liability Insurance including but not limited to premises, personal injuries, bodily injuries, property damage, products, and completed operations, with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- B. Professional Liability Insurance with limits of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Consultant will either maintain or cause to be maintained professional liability coverage in full force or obtain extended reporting (tail) coverage (with the same liability limits) for at least three years following the City's acceptance of the work.
- C. Automobile Liability Insurance covering all automobiles, including owned, leased, non-owned, and hired automobiles, used in providing Services under this Agreement, with a combined single limit of not less than \$1,000,000 per occurrence.
- D. Workers' Compensation Insurance. If Consultant employs others in the performance of this Agreement, Consultant shall maintain Workers' Compensation insurance in accordance with California Labor Code section 3700 and with a minimum of \$1,000,000 per occurrence.
- E. Other Insurance Requirements:
- i. All insurance required under this Agreement must be written by an insurance company either:
 - a. admitted to do business in California with a current A.M. Best rating of no less than A:VI; or
 - b. an insurance company with a current A.M. Best rating of no less than A:VII. Exception may be made for the State Compensation Insurance Fund when not specifically rated.
 - ii. Each insurance policy required by this Agreement shall not be canceled, except with prior written notice to the City.
 - iii. The general liability and auto policies shall:
 - a. Provide an endorsement naming the City of Carmel-by-the-Sea, its officers, officials, employees, and volunteers as additional insureds. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).
 - b. Provide that such Consultant's insurance is primary as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Carmel-by-the-Sea shall be excess to the Consultant's insurance and shall not contribute with it.
 - c. Contain a "Separation of Insureds" provision substantially equivalent to that used in the ISO form CG 00 01 10 01 or their equivalent.
 - d. Provide for a waiver of any subrogation rights against the City via an ISO CG 24 01 10 93 or its equivalent.
 - iv. Prior to the start of work under this Agreement, Consultant shall file certificates of insurance and endorsements evidencing the coverage required by this Agreement with the City. Consultant shall file a new or

amended certificate of insurance promptly after any change is made in any insurance policy which would alter the information on the certificate then on file.

v. Neither the insurance requirements hereunder, nor acceptance or approval of Consultant's insurance, nor whether any claims are covered under any insurance, shall in any way modify or change Consultant's obligations under the indemnification clause in this Agreement, which shall continue in full force and effect. All coverage available to the Consultant as named insured shall also be available and applicable to the additional insured. Notwithstanding the insurance requirements contained herein, Consultant is financially liable for its indemnity obligations under this Agreement.

vi. All policies shall be written on a first dollar coverage basis or contain a deductible provision. Any deductibles or self-insured retentions ("SIR") must be declared to and approved by the City. At the option of the City, either: the insured shall reduce or eliminate such deductibles or SIR as respects the City, its officers, officials, employees and volunteers; or Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. In no event shall any SIR or insurance policy contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured, or by any means including other insurance, or which is intended to defeat the intent or protection of an additional insured.

vii. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

viii. Consultant shall require and verify that all subconsultants and subcontractors maintain insurance meeting all the requirements stated herein.

8. PERFORMANCE STANDARDS

A. Consultant warrants that Consultant and Consultant's agents, employees, and subconsultants performing Services under this Agreement are specially trained, experienced, and competent and have the degree of specialized expertise contemplated within California Government Code Section 37103, and further, are appropriately licensed to perform the work and deliver the Services required under this Agreement.

B. Consultant, its agents, employees, and subconsultants shall perform all Services in a safe and skillful manner consistent with the highest standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields in accordance with sound professional practices. All work product of Consultant shall comply with all applicable laws, rules, regulations, ordinances and codes. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. All Services performed under this Agreement that are required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

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

Attachment 1

D. Consultant agrees to perform all work under this Agreement to the satisfaction of City and as specified herein. The City's Project Representative or his or her designee shall perform evaluation of the work. If the quality of work is not satisfactory, City in its discretion may meet with Consultant to review the quality of work and resolve the matters of concern, and may require Consultant to repeat the work at no additional fee until it is satisfactory.

9. CITY INFORMATION AND RESOURCES

A. **Available Information.** The City shall make available to Consultant all relevant information, plans, maps, reports, specifications, standards and pertinent data which is in the hands of the City and is required by Consultant to perform the Services. Consultant shall be entitled to rely upon the accuracy and completeness of such information and data furnished by the City, except where it is stated otherwise or unreasonable.

B. **City Resources.** The City acknowledges that Consultant's ability to provide the Services in accordance with this Agreement may be dependent on the City providing available information and resources in a prompt and timely manner as reasonably required by Consultant. To the extent that the City fails to provide City resources, Consultant shall not be liable for any resulting delay in the Services or failure to meet the Project Schedule, but in no event shall such delay or failure to provide City resources constitute a breach of this Agreement by the City, nor shall Consultant be entitled to extra compensation for same.

C. **Obligations of Consultant.** No reviews, approvals, or inspections carried out or supplied by the City shall derogate from the duties and obligations of Consultant, and all responsibility related to performance of the Services shall be and remain with Consultant.

10. OWNERSHIP AND USE OF MATERIALS

A. **Ownership of the Materials.** All data, studies, reports, calculations, field notes, sketches, designs, drawings, plans, specifications, cost estimates, manuals, correspondence, agendas, minutes, notes, audio-visual materials, photographs, models, software data, computer software (if purchased on the City's behalf) and other documents or products produced by Consultant under this Agreement (collectively, "the Materials") are and shall remain the property of the City even though Consultant or another party may have physical possession of them or a portion thereof. Consultant hereby waives, in favor of the City, any moral rights Consultant, its employees, subconsultants, vendors, successors or assignees may have in the Materials.

B. **No Patent or Copyright Infringement.** Consultant guarantees that in its creation of the Materials produced under this Agreement, no federal or state patent or copyright laws were violated. Consultant agrees that all copyrights, which arise from creation of the work or Services pursuant to this Agreement, shall be vested in the City and waives and relinquishes all claims to copyright or intellectual property rights in favor of the City. Consultant covenants that it will defend, indemnify and hold City harmless from any claim or legal action brought against the City for alleged infringement of any patent or copyright related to City's use of Materials produced by Consultant and its employees, agents and subconsultants under this Agreement.

C. **Delivery and Use of the Materials.** All Materials shall be transferred and delivered by Consultant to the City without further compensation following the expiration or sooner termination of this Agreement, provided that the City may, at any time prior to the expiration or earlier termination of this Agreement, give written notice to Consultant requesting delivery by Consultant to the City of all or any part of the Materials in which event

Consultant shall forthwith comply with such request. The Materials created electronically must be submitted in a format and medium acceptable to the City. The Materials may be used by the City in any manner for the intended purpose or as part of its operations associated with the Materials.

D. **Survival of Ownership and Use Provisions.** It is understood and agreed that the provisions contained in Section 10, Ownership and Use of Materials, shall survive the expiration or earlier termination of this Agreement, and that this Section is severable for such purpose.

E. **Additional Copies.** If the City requires additional copies of reports, or any other material that Consultant is required to furnish as part of the Services under this Agreement, Consultant shall provide such additional copies, and the City shall compensate Consultant for the actual costs related to the production of such copies by Consultant.

11. CONFIDENTIALITY

A. **No Disclosure.** Consultant shall keep confidential and shall not disclose, publish or release any information, data, or confidential information of the City to any person other than representatives of the City duly designated for that purpose in writing by the City. Consultant shall not use for Consultant's own purposes, or for any purpose other than those of the City, any information, data, or confidential information Consultant may acquire as a result of the performance of the Services under this Agreement. Consultant shall promptly transmit to the City any and all requests for disclosure of any such confidential information or records. The obligations under this Section shall survive the expiration or earlier termination of this Agreement.

B. **California Public Records Act.** Consultant acknowledges that the City is subject to the California Public Records Act (Government Code Section 6250 et seq.), known as the "PRA", and agrees to any disclosure of information by the City as required by law. Consultant further acknowledges that it may have access to personal information as defined under the PRA, and Consultant shall not use any such personal information for any purposes other than for the performance of Services under this Agreement without the advance written approval of the City.

All Scopes of Services and related documents received shall be public records, with the exception of those elements, identified by the Consultant as business trade secrets and are plainly marked "Trade Secret", "Confidential" or "Proprietary". If disclosure is required under the PRA or otherwise by law, the City shall not be liable or responsible for the disclosure of any such records and the Consultant shall indemnify, defend, and hold the City harmless for any such disclosure.

12. CONFLICT OF INTEREST

Consultant is required to file a Form 700 in compliance with the City's Conflict of Interest Code unless a written determination by the City Administrator is made modifying or eliminating said requirement, or unless otherwise exempted by law.

In addition, Consultant, Consultant's employees, and subconsultants agree as follows:

A. That they shall conduct their duties related to this Agreement with impartiality, and shall, if they exercise discretionary authority over others in the course of those duties, disqualify themselves from dealing with

anyone with whom a relationship between them could bring the impartiality of Consultant or its employees into question;

B. Shall not influence, seek to influence, or otherwise take part in a decision of the City knowing that the decision may further their private interests;

C. Shall not accept any commission, discount, allowance, payment, gift, or other benefit connected, directly or indirectly, with the performance of Services related to this Agreement, that causes, or would appear to cause, a conflict of interest;

D. Shall have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of the Services related to this Agreement, and if such financial interest is acquired during the term of this Agreement, Consultant shall promptly declare it to the City, and;

E. Shall not, during the term of this Agreement, perform a service for, or provide advice to, any person, firm, or corporation, which gives rise to a conflict of interest between the obligations of Consultant under this Agreement and the obligations of Consultant to such other person, firm or corporation.

13. DISPUTE RESOLUTION

A. **Dispute Resolution Procedures.** The parties shall make reasonable efforts to promptly resolve any dispute, claim, or controversy arising out of or related to this Agreement ("Dispute") using the Dispute Resolution Procedures set forth in this Section.

B. **Negotiations.** First, the City's Project Representative and Consultant's Project Manager shall make reasonable efforts to resolve any Dispute by amicable negotiations and shall provide frank, candid, and timely disclosure of all relevant facts, information, and documents to facilitate negotiations. Should these negotiations be unsuccessful in resolving the Dispute, the matter shall be promptly referred to the City Administrator or designee, and the Consultant's Principal, who shall meet and confer, in good faith, to resolve the Dispute to mutual satisfaction of the parties.

C. **Mediation.** If all or any portion of a Dispute cannot be resolved by good faith negotiations as set forth above within thirty (30) days of the date that the matter was referred to the City Administrator pursuant to subsection B above, either party may, by notice to the other party, submit the Dispute for formal mediation to a mediator selected mutually by the parties from the Monterey Superior Court's Court-Directed Mediator Panel list. The duration of any such mediation shall not exceed 2 hours unless otherwise agreed to by the parties. The cost of the mediation (including fees of mediators) shall be borne equally by the parties, and each party shall bear its own costs of participating in mediation. The mediation shall take place within or in close proximity to the City of Carmel-by-the-Sea.

In any mediation conducted pursuant to this section, the provisions of California Evidence Code section 1152 shall be applicable to limit the admissibility of evidence disclosed by the parties in the course of the mediation. In the event the parties are unsuccessful in resolving the dispute through the mediation process, then the parties agree that the dispute shall be submitted to Binding Arbitration to a single Arbitrator in accordance with the existing Rules of Practice and Procedure of the Judicial Arbitration and Mediation Services, Inc. (JAMS) within thirty (30) days of the close of mediation as declared by the mediator.

D. **Arbitration.** The submission to Mediation and Arbitration in accordance with the requirements of this section of any and all agreements, differences, or controversies that may arise hereunder is made a condition precedent to the institution of any action or appeal at law or in equity with respect to the controversy involved. The award by the arbitrator shall have the same force and effect and may be filed and entered, as a judgment of the Superior Court of the State of California and shall be subject to appellate review upon the same terms and conditions as the law permits for judgments of Superior Courts. A “Prevailing Party” shall be determined in the Arbitration, and the prevailing party shall be entitled to reasonable attorney’s fees and costs incurred, and accrued interest on any unpaid balance that may be due. Costs shall include the cost of any expert employed in the preparation or presentation of any evidence. All costs incurred and reasonable attorney fees shall be considered costs recoverable in that proceeding, and be included in any award.

14. TERMINATION OF AGREEMENT

A. **Termination for Cause or Default.** The City reserves the right to immediately terminate this Agreement, in whole or in part, if Consultant or any subconsultant defaults or fails to deliver the Services in accordance with the terms and conditions of this Agreement. Such termination shall be in writing, shall set forth the effective date of termination, shall not result in any penalty or other charges to the City, and may be issued without any prior notice. Without limitation, Consultant is in default of its obligations contained in this Agreement if Consultant, or any subconsultant:

- i. Fails to perform the required Services within the term and/or in the manner provided under this Agreement;
- ii. Fails to supply sufficient, properly skilled workers or proper workmanship, products, material, tools and equipment to perform the Services;
- iii. Fails to observe or comply with all laws, ordinances, including all requirements of governmental or quasi-governmental authorities, including federal, state, and local government enactments, bylaws, and other regulations now or, following the date of this Agreement, in force that pertain to;
- iv. Fails to observe or comply with the City’s reasonable instructions;
- v. Breaches the Conflict of Interest provisions of this Agreement; or
- vi. Otherwise violates any provision of this Agreement.

B. **Termination for Convenience.** The City may, at its option, terminate this Agreement, in whole or in part, at any time during the Agreement Term for the convenience of the City.

C. **Steps after Termination:**

- i. Upon termination of this Agreement by the City for any reason, the City shall pay Consultant for satisfactorily performed Services and disbursements incurred by Consultant to the date of termination pursuant to this Agreement, less any amounts necessary to compensate the City for damages or costs incurred by the

City arising from Consultant's default. Termination will be without prejudice to any other rights or remedies the City may have.

ii. Upon receipt of written notice of termination of this Agreement by the City for any reason, Consultant shall:

a. Promptly cease all Services, including Services provided by any subconsultant, unless otherwise directed by the City; and

b. Deliver to the City all the Materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement. Such Materials are to be delivered to the City in completed form; however, notwithstanding the provisions of Section 10, Ownership and Use of Materials, herein, the City may condition payment for services rendered to the date of termination upon Consultant's delivery to the City of such Materials.

iii. In the event this Agreement is terminated by the City for any reason, the City is hereby expressly permitted to assume the projects and Services, and to complete them by any means including, but not limited to, an agreement with another party.

15. LEGAL ACTION / VENUE

A. Should either party to this Agreement bring legal action against the other, the validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules.

B. Venue for any such action relating to this Agreement shall be in Monterey County.

C. If any legal action or proceeding, including action for declaratory relief, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees as may be determined by the Arbitrator, experts' fees, and other costs, in addition to any other relief to which the party may be entitled.

16. MISCELLANEOUS PROVISIONS

A. **Non-discrimination.** During the performance of this Agreement, Consultant, and its subconsultants, 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, or sexual orientation, either in Consultant's employment practices or in the furnishing of services to recipients. Consultant further acknowledges that harassment in the workplace is not permitted in any form, and will take all necessary actions to prevent such conduct.

B. **Acceptance of Services Not a Release.** Acceptance by the City of the Services to be performed under this Agreement does not operate as a release of Consultant from professional responsibility for the Services performed.

C. **Force Majeure.** Either party shall be absolved from its obligation under this Agreement when and to the extent that performance is delayed or prevented, and in the City's case, when and to the extent that its need for vehicles, materials, or Services to be supplied hereunder are reduced or eliminated by any course, except financial, for reasons beyond its control. Such reasons include, but are not limited to: earthquake, flood, epidemic, fire, explosion, war, civil disorder, act of God or of the public enemy, act of federal, state or local government, or delay in transportation to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

D. **Headings.** The headings appearing herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions of this Agreement. The headings are for convenience only.

E. **Entire Agreement.** This Agreement, including the Exhibits attached hereto, constitutes the entire agreement between the parties hereto with respect to the terms, conditions, and Services and supersedes any and all prior proposals, understandings, communications, representations and agreements, whether oral or written, relating to the subject matter thereof pursuant to Section 1B, "Change Order of Services". Any Change Order to this Agreement will be effective only if it is in writing signed by both parties hereto and shall prevail over any other provision of this Agreement in the event of inconsistency between them.

F. **Conflict between Agreement and Exhibits.** In the event of a conflict between a provision in this Agreement and a provision in an Exhibit attached to this Agreement, the provisions in this Agreement shall take precedence.

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

H. **Multiple Copies of Agreement.** Multiple copies of this Agreement may be executed, but the parties agree that the Agreement on file in the office of the City's City Clerk is the version of the Agreement that shall take precedence should any difference exist among counterparts of this Agreement.

I. **Authority.** Any individual executing this Agreement on behalf of the City or Consultant 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.

J. **Severability.** If any of the provisions contained in this Agreement 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 Agreement for any cause. If a part of the Agreement is valid, all valid parts that are severable from the invalid part remain in effect. If a part of this Agreement 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.

K. **Non-exclusive Agreement.** This Agreement is non-exclusive and both the City and Consultant expressly reserve the right to enter into agreements with other Consultants for the same or similar services, or may have its own employees perform the same or similar services.

L. **Assignment of Interest**. The duties under this Agreement shall not be assignable, delegable, or transferable without the prior written consent of the City. Any such purported assignment, delegation, or transfer shall constitute a material breach of this Agreement upon which the City may terminate this Agreement and be entitled to damages.

M. **City Business License**. Prior to receiving a Notice to Proceed from the City, Consultant shall obtain and maintain a valid City of Carmel-by-the-Sea Business License for the duration of the Agreement. Costs associated with the license are the responsibility of Consultant.

N. **Laws**. Consultant agrees that in the performance of this Agreement it will reasonably comply with all applicable federal, state and local laws and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Carmel-by-the-Sea.

IN WITNESS WHEREOF, the parties enter into this Agreement hereto on the day and year first above written in Carmel-by-the-Sea, California.

CITY OF CARMEL-BY-THE-SEA

CONSULTANT

Mayor, City Administrator, or Designee Signature

Consultant Signature

Printed Name

Printed Name

Title

Title

Consultant Legal Company Name

ATTEST:

By: _____
City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
City Attorney

Date: _____

[EDIT LIST OF ATTACHMENTS]

Exhibit "A"	Scope of Services, including Key Personnel
Exhibit "B"	Fee Schedule
Exhibit "C"	Project Schedule