



CITY OF PACIFIC GROVE, CALIFORNIA

REQUEST FOR PROPOSALS
CEQA ENVIRONMENTAL REVIEW
AND PERMITTING OF
URBAN RUNOFF DIVERSION PROJECT – PHASE 3



CONTACT PERSON: Sarah Hardgrave, Environmental Programs Manager

PHONE: (831) 648-5722

EMAIL: shardgrave@ci.pg.ca.us

RFP ISSUE DATE: January 12, 2012

PROPOSAL DUE DATE & TIME: Thursday, February 2, 2012, 3:00 p.m.

LATE PROPOSALS WILL NOT BE ACCEPTED.

SUBMITTAL LOCATION: Community Development Department

City of Pacific Grove

300 Forest Avenue

Pacific Grove, California 93950

INTRODUCTION

The City of Pacific Grove is accepting proposals from qualified firms to prepare the CEQA review and Coastal permitting for the Sewer Pump Station 11 Upgrade, Sewer Main Replacement and Urban Diversion Runoff Phase 3 Project. The urban diversion facilities are funded by a State Water Board Proposition 84 Area of Special Biological Significance grant that must be completed (constructed) by April, 2014. The grant includes two other components: the Greenwood Park Stormwater Treatment System and a residential low impact development retrofit outreach and incentive program. These project components will also require consultant support, but proposals will be separately requested from this RFP.

If you or your firm has experience as an Environmental Consultant in the development of CEQA environmental reviews and obtaining Coastal Development Permits for sewer and stormwater capital improvements, including, but not limited to, analysis of impacts to traffic and circulation, cultural/archaeological resources, biological resources, noise, air and water quality, as well as coordination with the California Coastal Commission and other state and federal agency on permit requirements and processes, we invite you to respond to our Request for Proposals (RFP). Should you have any questions, please contact Sarah Hardgrave, Environmental Programs Manager, at 831 648-5722, or shardgrave@ci.pg.ca.us.

BACKGROUND

The City of Pacific Grove is located on the Monterey Bay. A portion of Pacific Grove's coastline borders a State Water Quality Protected Area known as the Pacific Grove Area of Special Biological Significance (ASBS). Studies have shown that one of the greatest polluters of the ocean is urban runoff. The State Water Resources Control Board is taking significant steps to protect the ASBS from both dry and wet weather discharges to the ASBS from the City's storm drain system.

Since 2003, the city has implemented two phases of connections between the storm drain and the sanitary sewer to divert dry weather runoff, from immediately west of Lover's Point along Oceanview Boulevard to First Street. The goals of the dry weather diversions are:

- to reduce the bacterial levels found in dry weather flows from the storm drain system by sending them directly to the sanitary sewer system;
- to improve the water quality conditions of the near shore environs of the Lovers Point beach area and the adjacent ASBS areas; and
- to enhance the City's overall water quality improvement program by providing capability to divert an illicit discharge by containing it.

During the dry season, the City has been diverting up to 60,000 gallons per day of urban runoff (also known as nuisance flow) that previously discharged into the Pacific Grove ASBS. The existing diversion facilities include pump stations to the sanitary sewer system via gravity flow, and lift stations that in turn take the flows to force mains and to the MRWPCA regional wastewater treatment and recycling plant. In the Monterey Peninsula region, wastewater is treated and recycled for use on the agricultural fields in the vicinity of Castroville and the

MRWPCA treatment plant. Phase 3 of the Urban Diversion System will extend the dry weather diversion facilities from First Street to Eardley Avenue, in conjunction with a sewer system improvement project identified in the City's Sanitary Sewer Asset Management Plan. A CEQA Mitigated Negative Declaration was prepared for the previous phases of the diversion system.

This request for proposals is for CEQA review and Coastal permitting of the following project components:

Dry weather diversions on the storm drain outfalls between First Street and Eardley will address flows from approximately 66 acres of watershed, including areas in the City of Monterey, which flow into Pacific Grove and into the Pacific Grove ASBS. The project will eliminate dry weather flows onto Hopkins Marine Station and at the beach between there and the Monterey Bay Aquarium. The new facilities will consist of a percolation trench, stormwater pollution separators (CDS units), piping, valving and pumping facilities to connect to the existing diversion system, where flows will be taken to the existing lift station facilities located at 9th Street and at the base of Greenwood Park.

The construction of **Pump Station 11 and Force Main Replacement** is a high priority capital project identified in the City's 2004 Sanitary Sewer Asset Management Plan. The Pump Station will be constructed in 2012 with City sanitary sewer funds and will comprise the bulk of the City's match on the project. The pump station is in need of repair in order to prevent sewer overflows and replace undersized and aging infrastructure. The scope of these facilities include construction of a submersible pump station, which includes pumping units, valving, standby power, electrical equipment site work, landscaping, and demolishing an existing below grade pump station. The work also includes construction of wastewater and storm drain force mains in a joint trench, which includes trenching, piping, concrete encasing, paving, temporary bypass piping, traffic control, removal of the existing wastewater force main, and related work.

SCOPE OF WORK

The Scope of Work for the Project includes:

TASK 1. Project Management

1.1: Initial Meeting and Data Acquisition:

Upon receipt of Notice to Proceed, a project kickoff meeting the Consultant and City staff to confirm any adjustments or changes to the following items in the proposal 1) a detailed scope of work for the project, 2) the schedule for preparation of the Initial Study and CEQA determination and 3) to discuss the nature of the project and any issues that might seem to represent a potential environmental concern.

1.2: Project Management and Administration

The Environmental Consultant will coordinate with City staff throughout the project. The Environmental Consultant will manage the scope, cost, and schedule to ensure that the CEQA review and Coastal permitting is completed in accordance with the agreement. Periodic check in meetings or consultations with City staff should be incorporated into the project scope at intervals based on project deliverables, including the Administrative Draft, Public Review Draft,

Response to Comments, and Final Environmental Determination/Mitigation Monitoring Program, and Draft Coastal Development Permit Application.

TASK 2. Initial Study/CEQA Determination

2.1: Prepare Initial Study

The Environmental Consultant will prepare an Initial Study, which will contain:

- a. Project description;
- b. Environmental factors potentially affected using the current CEQA Guidelines Checklist;
- c. Determination of what level of analysis is required, e.g., an MND or EIR; and
- d. An evaluation of environmental impacts and feasible mitigation measures to avoid significant impacts, if identified.

The Environmental Consultant will provide the City staff an Administrative Review Draft Initial Study and will revise the document, if necessary, to reflect the City's comments.

2.2: Prepare CEQA Determination

Assuming that the Initial Study concludes that there are no potentially significant impacts that cannot be adequately addressed through an MND, the Environmental Consultant will prepare a MND, based on the Initial Study, and recommend mitigation measures to avoid or reduce potentially significant environmental effects. The Environmental Consultant will coordinate with City staff to make the document available for public review and comment.

The Environmental Consultant will provide an Administrative CEQA Determination and will revise the document, if necessary, to reflect the City's comments.

2.3: Public Notices/Review/Circulation/Final Environmental Determination

The Environmental Consultant will prepare a Notice of Preparation (NOP) of the CEQA document and properly notice its availability for public review. The City will pay for the publication of the public notice in the newspapers. The Environmental Consultant will submit the NOP with the CEQA determination and Initial Study to the State Clearinghouse (SCH) and responsible agencies via courier service to document receipt.

In addition to the fifteen (15) required copies for submittal to SCH, the Environmental Consultant will produce five (5) hard copies of the document as well as one electronic version for posting to the City's website.

City staff will forward NOP response letters electronically to the Environmental Consultant as they are received and the Environmental Consultant will assemble a consolidated set of response letters two weeks after the close of public comment period. The Environmental Consultant will prepare the final CEQA determination as directed by the City prior to adoption. The Environmental Consultant will prepare and file the Notice of Determination (NOD) with the SCH and the County Clerk. The City will be responsible for the filing fees including the Fish and Game fee.

2.4: Agency Coordination

The Environmental Consultant will coordinate with State and other local agencies as it pertains to their review and comments on the possible environmental impacts of the project. The

Environmental Consultant should identify in their scope of work the likely agencies to comment on the project.

2.5 Prepare Mitigation Monitoring Program

The Environmental Consultant will prepare a mitigation monitoring program, if needed, to be included as part of the final environmental document.

2.6 Technical Studies

If it is anticipated that technical studies will be required to develop supporting data for the Initial Study, identify such studies, the approach and methodology of the study, and the scope of work. Based on previous phases of the Urban Diversion program and known cultural resources in the area, it is anticipated that at minimum an archaeological reconnaissance survey of the project area will be required. The Environmental Consultant shall include all fees and costs necessary to complete any technical studies in its proposal.

TASK 3. Permitting

The consultant will prepare the Coastal Development Permit application for the project and any other identified permits to meet other agency requirements to obtain all necessary permits:

3.1 Agency Coordination

Identify, consult with, and analyze requirements of governmental authorities (most notably the California Coastal Commission) having jurisdiction to approve the Project.

3.1 Prepare Permit Applications

Prepare permit applications and assist City in consultations with such authorities.

3.2 Respond to Agency Comments on Permit Application

Resubmit revised permit documents, if necessary, to the review agencies for final approval. Final comments should be documented and will be incorporated into construction and permit documents.

PROPOSAL REQUIREMENTS

A. Proposal Contents

Proposals shall contain the following items:

1. Introductory Letter:

The introductory letter shall be addressed to the Sarah Hardgrave, Environmental Programs Manager. The letter shall provide the Consultant's contact information, list any sub-consultants, and identify the offices where work will be conducted. The letter shall indicate proposed deviations and modifications, if any, to the Agreement for Professional Services contained in Attachment 1, with supporting rationale.

2. Statement of Qualifications and Experience:

The Statement of Qualifications and Experience (Statement) shall describe the Consultant's ability and capacity for successfully completing the project. The Statement shall identify the members of the Consultant's team and describe each member's role and responsibilities. The

Statement shall include résumés of key staff and describe previous project experience relevant to this project. The Statement should explain how previous experience will enable the Consultant to deliver high quality, cost-effective services. The Statement shall discuss the projected availability of key staff and how the Consultant will assure staff continuity and timely work performance. The Statement shall include at least three references (name and telephone number or e-mail address) for the Consultant and each sub-consultant.

3. Scope of Services:

The Scope of Services shall be a separate document formatted so that it can be attached as Exhibit A to the Agreement for Professional Services (Attachment 1) with minimal modification. The Scope of Services shall address the tasks identified in the Scope of Work section of this RFP. Other services which the consultant believes are applicable to the project may also be included.

4. Costs:

The proposal shall include a cost breakdown by task and a total budget. Include billing rates and an hourly breakdown by task for each person working on the project.

5. Project Schedule:

The Project Schedule shall be a separate document formatted so that it can be attached as Exhibit B to the Agreement for Professional Services (Attachment 1) with minimal modification. The Project Schedule shall be tied to the date of the execution of the contract with the Consultant, showing the anticipated completion times for each task. The project schedule should be expedited to the greatest extent possible, and also realistic. The schedule will be approved by the City as part of the contract negotiation.

B. Proposal Submittal

1. Please submit five copies and one electronic version of the proposal. Proposals must be received by the Pacific Grove Community Development Department no later than Thursday, February 2, 2012, 3:00 p.m.
2. All proposals shall be submitted in an envelope clearly marked with the RFP description (i.e., CEQA Environmental Review and Permitting of Urban Runoff Diversion Project – Phase 3), and closing date and time.
3. Late proposals or faxed proposals will not be accepted.
4. All proposals, whether selected or rejected, shall become the property of the City.
5. Cost of preparation of proposal shall be borne by the submitting party.
6. Proposals shall be signed by an authorized employee in order to receive consideration.
7. Proposals shall be mailed or hand-delivered to the following address:
City of Pacific Grove
c/o Sarah Hardgrave, Environmental Programs Manager
Community Development Department

300 Forest Avenue
Pacific Grove, California 93950

8. The City will not be responsible for proposals delivered to a person/location other than specified above.
9. The City reserves the right to reject any and all proposals that do not comply with these submittal instructions.

C. Selection Process and Evaluation Criteria

City of Pacific Grove Public Works staff will comprise a RFP review committee to evaluate and rank the submitted written proposals based on demonstrated competence and professional qualifications for performance of the services required.

Depending upon the relative quality of the proposals, the RFP review committee may elect to interview the two or three firms that in the opinion of the committee appear to be most capable of meeting the conditions of the project.

Based on the RFP review committee's ranking, the Environmental Programs Manager will enter directly into contract negotiations with the highest-ranked firm. The proposed Agreement for Professional Services is contained in Attachment 1. If the Public Works Department is unable to successfully negotiate a satisfactory agreement with the highest-rank firm, Public Works may commence negotiations with the remaining firms in order of their ranking.

The final Agreement for Professional Services will be submitted to the City of Pacific Grove City Council for review and approval.

Proposals should contain information sufficient to enable the RFP review committee to properly evaluate the competence and qualifications of the consultant for achieving the project objectives. Proposals will be evaluated based on the following criteria:

- Understanding of project objectives.
- Proposed project approach and staffing plan.
- Ability to provide high-quality, cost-effective consultation services.
- Comparable experience.

Proposals will be scored and ranked by the RFP Review Committee as follows:

Criteria	Total Points	Possible Score
Project understanding	25	
Proposed approach/staffing	25	
Quality/cost-effectiveness	25	
Comparable experience	25	
Total	100	

Attachments:

1. City of Pacific Grove Agreement for Professional Services

CITY OF PACIFIC GROVE
AGREEMENT FOR PROFESSIONAL SERVICES

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

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

1. **SERVICES TO BE PROVIDED.** The City hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The services are generally described as follows: special counsel services.
2. **PAYMENTS BY CITY.** City shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by City to CONTRACTOR under this Agreement shall not exceed the sum of \$AMOUNT.
3. **TERM OF AGREEMENT.** The term of this Agreement is from DATE through DATE, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and City and with City signing last.
4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

5. **PERFORMANCE STANDARDS.**

5.01. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR’s agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the City, or immediate family of an employee of the City.

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

5.03. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use City premises, property (including equipment,

instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6. PAYMENT CONDITIONS.

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

6.02. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

7. TERMINATION.

7.01. During the term of this Agreement, the City may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least fourteen (14) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

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

8. INDEMNIFICATION. CONTRACTOR shall indemnify, defend, and hold harmless the City, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys’ fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR’s performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the City. “CONTRACTOR’s performance” includes CONTRACTOR’s action or inaction and the action or inaction of CONTRACTOR’s officers, employees, agents and subcontractors.

9. INSURANCE.

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

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

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

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

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

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

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

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a “claims-made” basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage (“tail coverage”) with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

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

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

Each liability policy shall provide that the City shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this

Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

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

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

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by City, annual certificates to City's Contract Administrator and City's Contracts/Purchasing Division. If the certificate is not received by the expiration date, City shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement which entitles City, at its sole discretion, to terminate this Agreement immediately.

10. RECORDS AND CONFIDENTIALITY.

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

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

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

10.04. Access to and Audit of Records. The City shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$12,617.00, the parties to this Agreement may be subject, at the request of the City or as part of any audit of the City, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05. Royalties and Inventions. City shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of City.

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

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

13. INDEPENDENT CONTRACTOR. In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the City. No offer or obligation of permanent employment with the City or particular City department or agency is intended in any manner, and

CONTRACTOR shall not become entitled by virtue of this Agreement to receive from City any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers’ compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR’s performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold City harmless from any and all liability which City may incur because of CONTRACTOR’s failure to pay such taxes.

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

FOR CITY:	FOR CONTRACTOR:
Name and Title	Name and Title
300 Forest Avenue Pacific Grove, CA 93950	
Address	Address
Phone	Phone

15. **MISCELLANEOUS PROVISIONS.**

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

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

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

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

15.05. Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute. Contractor and the CITY hereby agree to make good faith efforts to resolve

disputes as quickly as possible. In the event any dispute arising from or related to this Agreement results in litigation or arbitration, the prevailing party shall be entitled to recover all reasonable costs incurred, including court costs, attorney fees, expenses for expert witnesses (whether or not called to testify), expenses for accountants or appraisers (whether or not called to testify), and other related expenses. Recovery of these expenses shall be as additional costs awarded to the prevailing party, and shall not require initiation of a separate legal proceeding.

15.06. Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the City. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the City. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

This space is left blank, intentionally.

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

CITY OF PACIFIC GROVE

By: _____
Purchasing Manager

Date: _____

By: _____
Department Head (if applicable)

Date: _____

Approved as to Form

By: _____
City Attorney

Date: _____

CONTRACTOR

Contractor's Business Name*

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

Name and Title

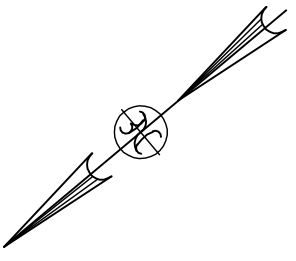
Date: _____

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

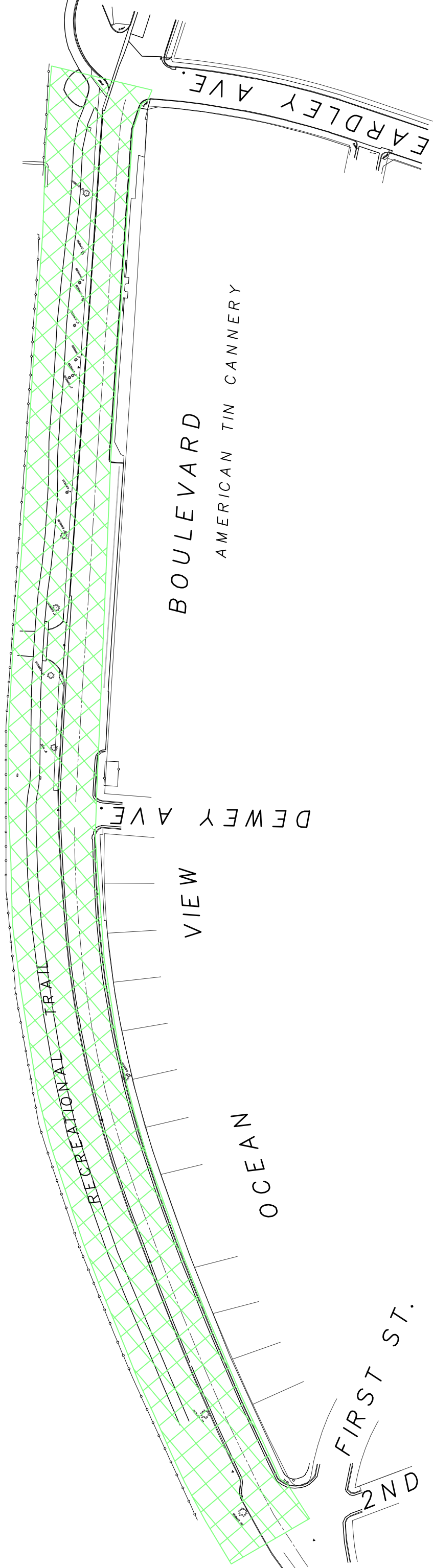
Name and Title

Date: _____

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



HOPKINS MARINE STATION



PROJECT AREA
 FOR
 PUMP STATION 11 & URBAN RUNOFF DIVERSION PHASE 3
 CITY OF PACIFIC GROVE