

City of Carmel-by-the-Sea
REQUEST FOR PROPOSALS



**OBJECTIVE DESIGN AND DEVELOPMENT STANDARDS
CONSULTANT SERVICES**

Objective Design and Development Standards (ODDS) for Qualifying
Accessory Dwelling Units, Multi-Family Residential, and
Mixed-Use Residential Projects

Date Issued:

Wednesday, December 18, 2024

Submittal Deadline:

Monday, February 3, 2025, at 5:00 P.M.

Issued By: City of Carmel-by-the-Sea
Community Planning & Building Department
Monte Verde 4 SE Ocean Avenue
PO Box CC
Carmel-by-the-Sea, CA 93921
www.ci.carmel.ca.us

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Proposals Due: Monday, February 3, 2025, at 5:00 pm.

Consultants may view and download this RFP electronically from the City's website at www.ci.carmel.ca.us. Consultants are responsible for checking the City's website for any updates and addenda related to this RFP. For any questions or assistance, please reach out to the City's contact: housing@ci.carmel.ca.us.

Schedule of Activities: The City reserves the right to amend the schedule below as necessary.

RFP released	December 18, 2024
Deadline for Questions Submitted (5:00 p.m.)	January 17, 2025
Proposal Submission Deadline (5:00 p.m.)	February 3, 2025
Proposal Evaluation	February 17, 2025
Consultant Interviews/Presentations (if necessary)	Week of February 17, 2025
Contract Negotiations and Execution	Week of February 24, 2025

City Contact: For all questions related to the RFP, email the City's Contact listed below:

Marnie R. Waffle, AICP, Principal Planner
City of Carmel-by-the-Sea
Community Planning & Building Department
PO Box CC
Carmel-by-the-Sea, CA 93921
(831) 620-2057
housing@ci.carmel.ca.us

OBJECTIVE DESIGN AND DEVELOPMENT STANDARDS CONSULTANT SERVICES

A. Purpose

The City of Carmel-by-the-Sea (City) is seeking proposals from qualified professional consultants to develop objective design and development standards for qualifying accessory dwelling units, multi-family residential, and mixed-use residential projects. Consultants may either be individuals or firms.

B. Overview

The City of Carmel-by-the-Sea is one-square-mile with a population just over 3,000 people. Carmel is a coastal village located wholly within the coastal zone and is known internationally for its white sand beach, quaint downtown, and charming architecture. Incorporated in 1916, Carmel is a community founded by artists and writers. The absence of formal sidewalks in the residential district contributes to the forest character of the village which also contains over 80 acres of parkland.

While Carmel is primarily a residential community, the commercial district boasts over 800 businesses providing a wide array of products and services. It is a world-renowned destination with numerous hotels, restaurants, and shops, art galleries, theatres and music venues. Over 300 buildings are listed on the local historic inventory.

The City is seeking a Consultant to develop objective design and development standards for accessory dwelling units, multi-family residential, and mixed-use residential projects. The standards should honor the architectural history and diversity of the village. The integration of new buildings should respect the scale and character of the village. Particular attention should be given to high-quality building design, architectural style, massing, and height transitions.

Objective design review standards are defined under State law as, *“standards that involve no personal or subjective judgement by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official prior to submittal”* (California Government Code, Section 65913.4).

Carmel’s current Residential Design Guidelines and Commercial Design Guidelines were adopted by the City Council in the early 2000’s, and can be found at:

<https://ci.carmel.ca.us/post/design-studyreview-process>, under **Design Guidelines**

The Carmel General Plan also includes a **Land Use & Community Character Element** which can be found at: <https://ci.carmel.ca.us/post/general-plan>

Consultants are encouraged to review existing policies and guidelines to understand the qualities and architectural heritage of the village. The City is establishing objective design and development standards to:

- Comply with recent State housing legislation.
- Implement streamlined and ministerial review processes for qualifying housing projects.
- Ensure that qualifying projects align with the City's architectural heritage.
- Provide a set of clear criteria to guide development.
- Establish an objective framework by which a qualifying project will be evaluated.

This is an implementing program of the City's 6th cycle housing element adopted by the City Council and certified by the State Department of Housing and Community Development in April 2024.

C. Minimum Qualifications

The city is seeking proposals from Consultants with the following minimum qualifications including work experience in coastal areas with unique architectural character:

1. All Consultants must demonstrate that they meet the qualifications set forth in this RFP.
2. Consultants shall identify all key personnel, and each must meet the qualifications set forth in this RFP.
3. Consultants must demonstrate hands-on experience with the development of objective design and development standards.
4. Consultants must have strong communication skills and the ability to communicate effectively with the community and decision makers.
5. Consultants must demonstrate that they have no connection to the city and its staff that could impact their performance of services.
6. All Consultants shall provide at least three references.

The selected Consultant shall have knowledge of the California Coastal Act and Local Coastal Plans, and experience in preparing planning documents, including objective design and development standards, design guidelines, development regulations, and municipal code amendments. The selected Consultant should have the following knowledge and experience:

- Development of objective standards related to high-quality building design, architectural style, and height transitions.
- Experience in preparing design guidelines, objective design standards, and similar planning documents.
- Knowledge of the California Coastal Act and Local Coastal Plans.
- Ability to interpret and apply applicable Carmel-by-the-Sea codes, policies, standards, and guidelines.
- Provide timely responses to the city.

- Ability to provide insurance and indemnities to the City. Professional liability insurance is required. The terms and conditions of the Professional Services Agreement will be negotiated at the appropriate time.
- Experience working with subcontracted consultants where appropriate.

Consultants shall also comply with the following provisions:

1. Each Consultant is responsible for determining and complying with all applicable City business licensing requirements.
2. Each Consultant is responsible for determining and complying with all applicable professional licensing requirements.

D. General Provisions and Requirements

1. Questions related to contract administration matters should be directed to the City's Contact at housing@ci.carmel.ca.us.
2. The Consultant shall maintain any key personnel throughout the duration of the services provided. The Consultant shall conduct their business in a professional manner to schedule and support their personnel to provide the scope of services in a timely and professional manner. The city must approve of any key personnel changes in advance through personnel qualifications review and oral interviews with City staff.
3. The Consultant shall verify that all information submitted to the City is up to the Consultant's professional standards and satisfaction. Note and report any discrepancies observed in the course of professional activities covered by the services.
4. Deliverables will be submitted in electronic format (PDF) and in native document formats such as Word, Excel, etc. unless otherwise specified.

E. Scope of Services

The city is seeking proposals from Consultants with qualifications and work experience in developing objective design and development standards related to high-quality building design, architectural style, and height transitions. All objective design and development standards shall address accessory dwelling units, multi-family residential and mixed-use residential projects. The objective design and development standards shall be developed consistent with the purpose and intent of existing residential and commercial design guidelines as well as the City of Carmel-by-the-Sea General Plan and Local Coastal Plan for the review of qualifying housing development applications as required by State law.

Typical services include, but are not limited to:

- Initial meetings with staff.
- Review and analysis of existing planning documents: General Plan, Local Coastal Plan, Residential Design Guidelines, Commercial Design Guidelines, and applicable chapters of the Carmel Municipal Code.

- Field visits and windshield surveys of existing housing developments.
- Proposal scope, products (documents), and schedule.
- Attendance at public meetings to present proposals as required.
- Preparation of administrative draft documents.
- Preparation of draft documents for public review.
- Review of draft documents, including review by applicable committees and attendance at public meetings as required.
- Preparation of final documents for adoption.
- Recommendations for the next steps.

F. Proposal Format and Submittal Requirements

Submitting the Proposal

The proposal must be received by the city no later than Monday, February 3, 2025, at 5:00 p.m. The city requires that all proposals be submitted electronically via email or file sharing sites. The proposal shall be clearly marked for “**City of Carmel-by-the-Sea – Objective Design and Development Standards Proposal**” and emailed to:

Marnie R. Waffle, AICP, Principal Planner
City of Carmel-by-the-Sea
Community Planning and Building Department
housing@ci.carmel.ca.us

Each Consultant is responsible for confirming the City’s receipt of the proposal. Receipt of a proposal by any other City office will not constitute “delivery” as required by this proposal. Each Consultant assumes full responsibility for the timely delivery of its proposal. Any proposals received after the time and date specified above will be considered nonresponsive and will be returned to the Consultant. No Consultant may submit more than one proposal for this work.

Each proposal must include the following information:

Cover Letter (Maximum 2 pages): Cover letter giving an overview of the Consultant’s general expertise, experience, and ability to perform the scope of services described in this RFP. Include a statement of your general philosophy to undertaking the work. The cover letter shall be signed by an authorized representative of the firm. **Attachment 4** is the City’s standard contract for the Professional Services Agreement. In the cover letter, state that the City’s contract template is acceptable to the Consultant or list any exceptions or change requests to the contract provisions.

Certification Forms: Complete and sign the following certification forms,

Attachment 1 – Conflict of Interest Statement

Attachment 2 – References

Attachment 3 – Statement regarding Insurance Coverage and Worker’s Compensation Insurance Acknowledgment Certificate

Review of Scope of Services (Maximum 3 pages): Consultants must comment on their ability to realistically provide the services listed in the Proposed Scope of Services as outlined. Provide comments and suggest modifications, changes, and/or additions as appropriate. Indicate your approach to the project and what specialized skills, services, or unique insights you or your team would bring to the project. Proposals should include how action items would be identified to accomplish the goals and objectives. Describe how and when data and materials will be delivered to the city.

Experience and Expertise: Discuss prior related experience satisfying Minimum Qualifications and what would make you or your firm qualified for development of objective design and development standards consultant services. Emphasize projects of similar scope and magnitude. Any prior expertise in the implementation mechanisms should be explained. Describe experience in the development of objective design and development standards.

Qualifications of Key Personnel: Identify a project manager and key individuals on the Consultant’s team and their resumes highlighting relevant qualifications and experiences. Indicate projects that they were assigned to and their specific roles and responsibilities.

Provide a statement regarding the team or firm’s commitment to keep the same personnel throughout this engagement with the city.

Timeline: Provide a timeline for each element of the proposal that is both rigorous and realistic. The timeline should include how the project will be managed and scheduled and potential ways to phase this work aligned to the approach.

Samples: Provide one to three examples of work products (electronically) involving objective design and development standards.

Disclosure of Litigation/Discipline: If you or firm has ever been disciplined or censured by any regulatory body, disclose the principal facts. If, within the last five years, you or your firm has ever been involved in litigation or other legal proceedings relating to the provision of services, provide an explanation and indicate the current status or disposition of the proceedings.

References (see Attachment 2): A minimum of three (3) current references from past projects (of similar scope) must be provided. All references must contain relevant projects completed within the past five (5) years. Provide the following information for each reference:

Firm, Owner, or Agency Name, Address, Telephone Number, and Email Address
Project Description, List of Services Provided

Insurance Coverage: If applicable, identify carriers, types, and limits of insurance carried. If selected by the City, the Consultant shall maintain minimum coverage requirements for commercial general liability, automobile liability, professional liability, and workers' compensation as specified in the Professional Services Agreement unless waived by the City Attorney. The Consultant may achieve the required limits and coverage through a combination of primary and excess or umbrella liability insurance provided such policies result in the same or greater coverage as the coverage required by City, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. If selected by the City, the Consultant shall cause the insurance policies required herein to include the City, and their respective officials, officers, employees, and volunteers as additional insureds for claims caused in whole or in part by the Consultant's negligent acts or omissions. The Consultant shall provide certificates of insurance to the City that evidence compliance with the above.

Preliminary Fee Schedule: Submit a Preliminary Fee Schedule for services provided by the Consultant. The Preliminary Fee Schedule shall be inclusive of all potential work and labor including, but not limited to, the Consultant's costs for site visits and travel expenses. Each element of the proposal should be itemized and include a time frame, specific personnel to complete, and the cost associated with the item. The City reserves the right to select from the menu of ideas presented in the proposal.

Note: This project is being funded, in part, through a Regional Early Action Planning (REAP) 2.0 grant. REAP 2.0 was established through AB 140 (July 2021). The Association of Monterey Bay Governments (AMBAG) approved the grant guidelines in June 2023. The City of Carmel-by-the-Sea has been awarded \$79,985.00.

Addenda: If any revisions to this RFP become necessary, the City shall provide responses and clarifications to questions via addenda. The last day for the issuance of an addendum is **Friday, January 24, 2025**.

Addenda to this RFP, if issued, will be posted on the City's website at www.ci.carmel.ca.us. All Consultants shall verify whether the City has issued an addendum for this Project prior to submitting their proposal and ensure that all requirements of addenda are included.

G. Evaluation Process

The evaluation of proposals shall be within the sole judgment and discretion of the City. All contacts during the evaluation phase shall be through the City's Contact only. Consultants shall neither contact nor lobby evaluators during the evaluation process. Attempts by the Consultant to contact any reviewers of the proposals except for the City's Contact may jeopardize the integrity of the evaluation and selection process and risk possible disqualification.

During the proposal evaluation process, written questions or requests for clarification may be submitted by the city to a Consultant regarding its proposal or related matters. Failure to respond

in a timely manner to any such questions or requests may be grounds for the elimination of the Consultant from further consideration.

The city will evaluate each proposal meeting the qualification requirements set forth in this RFP. After the review of proposals, the highest-ranked Consultants may be invited for oral interviews as part of the selection process, if necessary. The Consultant will be notified of the time and date of oral interviews (likely over Zoom) and if any additional information may be required to be submitted.

The City shall be the sole judge of the evaluation of all proposals. The City's decision shall be final. The City reserves the right to reject any and all proposals and waive any irregularity or minor defects in any proposal received.

H. Proposal Evaluation Criteria

The following criteria will be used to evaluate the proposals:

- 1. Conflict of Interest Statement and Non-Collusion Declaration (Pass/Fail)**
 - a. Disclosure of any financial, business, or other relationship with the City of Carmel-by-the-Sea that may have an impact upon performance of services.
 - b. List of current clients who may have a financial interest in the outcome of this contract.

- 2. Completeness/Organization of the Proposal (5 points)**
 - a. Proposal that is current, accurate, and complete in accordance with the requirements of this RFP. The proposal format and organization shall follow the requirements herein. Proposals that do not include the content requirements identified within this RFP and subsequent addenda and do not address items listed shall be considered incomplete.

- 3. Organization and Approach (10 points)**
 - a. Familiarity with the desired services and demonstrates understanding of objectives.
 - b. Similar experience in development of objective design and development standards in the public and/or non-profit sectors.

- 4. Qualifications & Experiences (10 points)**
 - a. Meets Minimum Qualifications.
 - b. Identifies relevant experience, specific qualifications, and technical expertise.
 - c. Demonstrates a history of success in the development of objective design and development standards for other clients.

- 5. Consultant Accessibility (5 points)**
 - a. A statement addressing ability to fulfill the required responsibilities.

6. References (10 points)

- a. Provide references with the names of at least three (3) agencies the Consultant has previously consulted for in the past five (5) years.

The City will consider any requested changes to the City's standard contract template but may not be able to accommodate all requested changes.

I. Oral Interview (if necessary)

If necessary, the top-ranking Consultant(s) may be invited to participate in Oral Interviews for a Consultant presentation and Q&A session. A Consultant will be notified of the time and date for oral interviews (likely over Zoom) and if any additional information may be required to be submitted.

Following the City's determination of the best qualified Consultant for this work, scope of services and final terms will be negotiated, and the Consultant and the City will execute the City's standard Professional Services Agreement (**Attachment 4**).

The proposed schedule is as follows:

<u>Activity</u>	<u>Anticipated Dates</u>
RFP released	December 18, 2024
Deadline for Questions Submitted (5:00 p.m.)	January 17, 2025
Proposal Submission Deadline (5:00 p.m.)	February 3, 2025
Proposal Evaluation	February 17, 2025
Consultant Interviews/Presentations (if necessary)	Week of February 17, 2025
Contract Negotiations and Execution	Week of February 24, 2025

J. Additional Information

1. **Reservation of Rights.** The City reserves the right to accept or reject any or all proposals, or to alter the selection process if warranted, to postpone the selection process for its own convenience at any time, and to waive any defects in the RFP. The City also reserves the right to accept or reject any individual subconsultant that a candidate proposes to use. This RFP and the interview process shall in no way be deemed to create a binding contract or agreement of any kind between the City and the Consultants. The City's standard form of consultant agreement will form the basis of the contract between the parties.
2. **Consultant's Costs.** Each Consultant responding to this RFP acknowledges and agrees that the preparation of all materials for submittal to the City and all presentations, related costs, and travel expenses, including but not limited to vehicle miles, vehicle rentals, flights, transit fares, and meals, are at the Consultant's sole expense. The City shall not, under any circumstances, be responsible for any cost or expense incurred by the Consultant. In addition, each Consultant

acknowledges and agrees that all documentation and/or materials submitted with the RFP shall remain the property of the City.

3. **Communicating with the City.** If you have any questions regarding this RFP, please communicate with the City's Contact:

Marnie R. Waffle, AICP, Principal Planner
City of Carmel-by-the-Sea
Community Planning and Building Department
PO Box CC
Carmel-by-the-Sea, CA 93921
(831) 620-2057
housing@ci.carmel.ca.us

The City's sole point of contact for this RFP shall be the City's Contact who shall administer the RFP process. All communications shall be submitted in writing and shall specifically refer to this RFP (identify in the subject line). Only answers issued by the Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. No contact with other City staff, City Council members, or any other public official concerning the Project during the RFP process is allowed. A violation of this provision may result in the disqualification of the Consultant.

4. **Public Record.** All responses to this RFP become property of the City and will be kept confidential, subject to the requirements of the California Public Records Act, until a recommendation for the award of a contract has been announced. Submittals are subject to public inspection and disclosure under the California Public Records Act. (Cal. Govt. Code sections 6250 *et seq*). Unless the information is exempt from disclosure by law, the content of any proposal, request for explanation, or any other written communication between the City and any Consultant, and between City employees or consultants, regarding the procurement, shall be available to the public. In any event, the City shall have no liability to Consultant for making disclosures required by the California Public Records Act or other law, court order, legal proceeding discovery request, investigative demand, subpoena, or order from a regulatory body having jurisdiction over either of the parties. Nothing contained herein shall be construed as requiring or obligating the City to withhold information in violation of the California Public Records Act or other laws.
5. **Equal Opportunity.** The City hereby notifies all Consultants that it will affirmatively insure that in any contract entered into pursuant to this procurement, minority business enterprises will be afforded full opportunity to submit proposals in response to this RFP and will not be discriminated against on the grounds of race, creed, color, national origin, ancestry, sexual orientation, political affiliations or beliefs, sex, age, physical disability, medical condition, marital status, pregnancy, or other protected characteristic as set forth hereunder.

6. **Governing Law.** The laws of the State of California shall govern the interpretation and enforcement of the contract. Legal action may be instituted only in the Monterey County Superior Court, State of California, or the United States District Court for the Northern District of California.
7. **Adherence to All Local, State, and Federal Laws and Requirements.** The Consultant shall adhere to all applicable federal, state, and local laws, ordinances, statutes, rules and regulations, and rulings or directives of any agencies having jurisdiction relevant in any way to the Consultant's scope of work.

K. Attachments

The following attachments are incorporated into the Request for Qualifications:

Attachment 1 – Conflict of Interest Statement

Attachment 2 – References

Attachment 3 – Statement regarding insurance coverage and worker's compensation insurance
acknowledgement certificate

Attachment 4 – Standard Consultant Services Agreement

ATTACHMENT 1 - CONFLICT OF INTEREST STATEMENT

OBJECTIVE DESIGN AND DEVELOPMENT STANDARDS CONSULTANT SERVICES

THIS FORM MUST BE PRINTED OUT, COMPLETED AND SUBMITTED WITH THE PROPOSAL

The undersigned declares:

I/We _____ (Insert Name) have the following financial, business, or other relationship with the **City of Carmel-by-the-Sea** that may have an impact upon the outcome of the contract. If none, please specify that no other relationships may have an impact on this contract or Project.

I/We _____ (Insert Name) have the following current clients who may have a financial interest in the outcome of this contract. If none, please specify that no other clients may have a financial interest with an impact on this contract or Project.

Pursuant to Government Code section 1090 and any other laws, rules and regulations that may apply, the Consultant covenants that neither it, its subcontractors nor employees presently have an interest, and shall not acquire any interest, direct or indirect, financial or otherwise that would conflict in any manner or degree with contract awarded from this RFP. Consultant certifies that to the best of its knowledge, no one who has or will have any financial interest in the contract awarded from this RFP is an officer or employee of the City. Through its submittal of a proposal, Consultant acknowledges that it is familiar with Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California and will immediately notify the City if it becomes aware of any facts concerning the contract to be awarded that constitute a violation of said provisions.

Furthermore, if there is reason to believe that collusion exists among the Consultants, the City may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. A person, firm, or corporation who has submitted a sub-proposal to a Consultant, or who has quoted prices on materials to a Consultant, is not thereby

disqualified from submitting a sub-proposal or quoting prices to other Consultants. Reasonable ground for believing that any Consultant is interested in more than one proposal for the same work will cause the rejection of all proposals for the work in which a Consultant is interested. If there is reason to believe that collusion exists among the Consultants, the City may refuse to consider proposals from participants in such collusion. Consultants shall submit as part of their proposals documents the completed Non-Collusion Declaration provided herein.

I, on behalf of the Consultant, declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____
[date], at _____[city], _____[state].

Consultant Name (Person, Firm, Corp.) Title of Authorized Representative

Address Name of Authorized Representative

City, State, Zip

(Date)

(Signed)

ATTACHMENT 2 - REFERENCES

OBJECTIVE DESIGN AND DEVELOPMENT STANDARDS CONSULTANT SERVICES

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List three (3) references for work of a similar nature to the Services performed within the last five (5) years. Use additional sheets as necessary.

Reference No. 1.

Name of Agency

Agency Address

Contact Name

Contact Title

Contact Telephone

Contact Email Address

Contract Period

Contract Amount

Description of services performed including costs.

Reference No. 2.

Name of Agency

Agency Address

Contact Name

Contact Title

Contact Telephone

Contact Email Address

Contract Period

Contract Amount

(next page)

Description of services performed including costs.

Reference No. 3

Name of Agency

Agency Address

Contact Name

Contact Title

Contact Telephone

Contact Email Address

Contract Period

Contract Amount

Description of services performed including costs.

I hereby certify that the Consultant performed the work listed above.

Consultant Signature

Printed Name

Date

**ATTACHMENT 3 - STATEMENT REGARDING INSURANCE COVERAGE AND WORKER'S
COMPENSATION INSURANCE ACKNOWLEDGMENT CERTIFICATE**

OBJECTIVE DESIGN AND DEVELOPMENT STANDARDS CONSULTANT SERVICES

THIS FORM MUST BE PRINTED OUT, COMPLETED AND SUBMITTED WITH THE PROPOSAL

CONSULTANT HEREBY CERTIFIES that the Consultant has reviewed and understands the insurance coverage requirements specified in the RFP. Should the Consultant be awarded a contract for Services, Consultant further certifies that the Consultant can meet the specified requirements for insurance, including insurance coverage of any subcontractors, and agrees to name the **City of Carmel-by-the-Sea** as additional insured for the Services specified.

By certifying this form, the Consultant also understands the Worker's Compensation insurance requirement per the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Printed Name of Consultant (Person, Firm, or Corporation)

Signature of Consultant's Authorized Representative

Name & Title of Authorized Representative

Date Signed

**ATTACHMENT 4 - CITY OF CARMEL-BY-THE-SEA STANDARD CONSULTANT SERVICES
AGREEMENT**

[ATTACHED BEHIND THIS PAGE]