I. INTRODUCTION

The City of Coronado (City) invites proposals from qualified planning consultants to prepare an update of the City’s General Plan Housing Element for the 2021-2029 planning cycle. The selected consultant will review and revise the existing Housing Element to reflect current housing conditions, City policies and objectives, and develop strategies to meet the City’s required Regional Housing Needs Allocation (RHNA). The planning process will include development of rezoning alternatives to accommodate the City’s assigned RHNA and a robust public participation process to engage Coronado’s active citizenry. The City intends to have an adopted and certified Housing Element prior to April 2021. The Request for Qualifications (RFQ) may be obtained at City Hall or may be downloaded from the City’s website at https://www.coronado.ca.us/

II. BACKGROUND

The City of Coronado is a small beach community approximately 7.7 square miles in size bordered by the Pacific Ocean, Glorietta Bay, and San Diego Bay. Of the 7.7 square miles, approximately 5.5 are under the jurisdiction of the U.S. Navy, Unified Port District of San Diego, and California Department of Parks and Recreation, leaving 2.2 square miles under the City of Coronado’s direct land use authority.

The coastal community is over 100 years old and comprises an eclectic mix of housing ranging from small cottages, architecturally significant dwellings, stately mansions, and contemporary single-family and multiple condominium structures. The City has a quaint island feel and is linked to the San Diego mainland by the San Diego-Coronado Bridge and to the City of Imperial Beach located south by State Highway 75, a narrow strip of land known as the Silver Strand.

Rich in history and natural beauty, with a charming ocean village atmosphere, the City of Coronado is a unique, quaint, coastal community commonly referred to as the Crown City. Coronado is home to some of the world's most pristine beaches, 22 public parks, an 18-hole golf course, tennis courts, and recreational facilities, which include public pools and dedicated bicycle paths. The City limits include Naval Base Coronado, which includes Naval Air Station North Island, homeport for two aircraft carriers; the Naval Amphibious Base; and the Silver Strand Training Complex where the elite SEALS are trained.
Coronado is largely a built-out community with very few vacant parcels of land available for new development. The majority of new housing development occurs through in-fill development in the City’s underdeveloped multiple family residential zones. The high cost of land within this coastal community creates a challenge for developing affordable housing; as such, the City’s former Community Development Agency and Housing-In-Lieu fee program have been the primary resources for creating affordable housing within the community. The City’s housing challenges in the future include 1) addressing the housing needs of the community and an identified aging senior population; 2) addressing the housing needs of residents who are employed by the various visitor-serving uses within the community; and 3) addressing its fair share of the region’s housing needs.

The City’s careful approach to planned development lends stability to the quality of both its residential lifestyle and business community. The City’s Housing Element will strive to provide the policies and programs to maintain and enhance Coronado’s vibrant residential ambiance while maintaining the quality of life within the community.

Status of Current Housing Element
The City’s existing Housing Element for the 2013-2021 planning period was adopted by the Coronado City Council on February 9, 2013, and certified by the California Department of Housing and Community Development (HCD) on March 6, 2013. The City has substantially completed all existing Housing Element programs and action items and intends to implement remaining action items prior to local adoption of the 2021-2029 Housing Element Update. The City’s existing Housing Element is available on the City’s website at: https://www.coronado.ca.us/UserFiles/Servers/Server_746006/File/government/city%20council/agendas/2013/2/1360887315_51061.pdf

The City’s RHNA obligation during the 2013-2020 housing cycle was 50 total units. Based on the San Diego Association of Governments (SANDAG) draft RHNA plan, Coronado’s 2021-2029 RHNA is proposed to be 1,001 units.

III. SCOPE OF SERVICES TO BE PROVIDED BY CONSULTANT

Proposals must address the tasks outlined in this section to be completed by the consultant. Note: The scope of work does NOT include compliance with the California Environmental Quality Act (CEQA) or processing amendments to the City’s Zoning Ordinance, Local Coastal Program, or other General Plan elements.

Task 1: Housing Element Assessment

1.1 Document Review
The consultant shall review all applicable City, regional, and State documents pertaining to the Housing Element update including, but not limited to, the General Plan, Municipal Code, building permit data, census data, and any other City housing policies, programs, and codes. The consultant shall be responsible for identifying and resolving any information gaps.
1.2 **Evaluate the Current Housing Element**

The consultant shall review and evaluate the current Housing Element and its programs, including:

- Evaluate the status, effectiveness, and appropriateness of the current housing policy programs and identify any barriers to implementation;
- Compare identified goals from the adopted Housing Element to actual accomplishments during the plan period;
- Evaluate the existing Housing Element in relation to current State housing laws and identify any omissions or deficiencies;
- Prepare a Housing Element assessment memo summarizing the results from this analysis and recommending specific changes to be incorporated into the Housing Element update;
- Prepare a detailed outline for the Housing Element Update, considering the findings of the Housing Element assessment memo.

**Deliverables:**

- One electronic copy (in native file format and .pdf format) of the Housing Element assessment memo;
- One electronic copy (in native file format and .pdf format) of the Housing Element update outline.

**Task 2: Evaluate Coronado’s Existing Capacity for New Housing Development**

Based on available housing data, a review of the City’s existing built environment (including vacant and underdeveloped properties), and an analysis of the City’s current zoning regulations, specific plans, and associated development standards, the consultant shall determine Coronado’s existing capacity to accommodate new housing development.

**Deliverables:**

- One electronic copy of an existing housing capacity memo.

**Task 3: Prepare Rezoning Alternatives to Accommodate Assigned RHNA**

In coordination with City staff and with direction from the City Council, the Consultant shall prepare up to five rezoning scenarios including potential modifications to development standards (density, height, FAR, parking, etc.) that could be pursued to provide necessary capacity to meet the City’s RHNA obligation.

3.1: **Develop Conceptual Rezoning Scenarios for City Council Consideration**

The Consultant shall coordinate with City staff to develop conceptual-level rezoning scenarios for the City Council’s consideration. It is anticipated that the rezoning scenarios will present areas of the City which could best accommodate new growth with an estimate of potential capacity. The scenarios shall also consider increased development of accessory dwelling units (ADU), conversion of carriage houses to ADUs, and potential modifications to development standards and land use regulations which could facilitate new residential development. The Consultant shall present concepts to the City Council at a public hearing.
3.2: **Develop Rezoning Alternatives Analysis**

Based on City Council direction on the conceptual rezoning scenarios, the Consultant shall prepare a rezoning alternatives analysis which evaluates up to five different scenarios to accommodate the City’s RHNA allocation. The analysis shall include a description of all modifications to zoning, development standards, specific plans, or other regulations that would be necessary to effectuate each scenario. The analysis shall also include describing the density and intensity of new development that could be expected under each scenario (units/acre, building heights, etc.).

**Deliverables:**
- Ten hard copies and one electronic copy of conceptual rezoning scenarios.
- Ten hard copies and one electronic copy of a housing capacity alternatives analysis.

**Task 4: Prepare Housing Element Components**

The consultant shall prepare components of a draft Housing Element that addresses the requirements of State law, with an emphasis on any new statutory requirements since the last update of the Housing Element. In preparing the Housing Element update, the consultant shall proactively identify issues, immediately bring those issues to the attention of City staff, identify potential solutions, and coordinate with City staff as to the best course of action. The consultant will regularly communicate and meet with City staff as necessary to resolve issues.

4.1 **Needs Analysis:** The consultant shall complete a housing assessment and needs analysis pursuant to Government Code Section 65583(a) and SB 375. The consultant shall obtain and analyze demographic, economic, and housing data for the City and develop a housing needs assessment using State-approved criteria. The assessment shall include, but is not limited to:

- Population, demographic, and employment trends with the accompanying analysis of the existing and projected share of regional housing needs for all income levels;
- Housing cost, affordability, housing characteristics, housing stock, and market conditions (including overcrowding and overpayment);
- Housing stock characteristics, including at-risk units and vacant and underutilized land;
- Potential for increased residential development under existing zoning requirements and General Plan policies;
- Special housing needs (e.g., large families, seniors, homeless, etc.);
- Verify with the California Housing Partnership Commission (CHPC) the number of units at risk of conversion to market rate.

4.2 **Housing Resources and Opportunities:** The consultant shall identify housing resources, including programmatic, physical, and financial. In addition, the consultant shall prepare an “adequate sites analysis” showing the relationship between the City’s RHNA and the dwelling unit capacity and availability of potential housing sites based on zoning and General Plan policies, requirements, and limitations. The analysis will evaluate and include:
- Funding resources;
- Regulatory incentives for housing;
- Existing assisted housing developments that are eligible to change designation from low-income housing during the Housing Element planning period.

4.3 **Housing Constraints:** The consultant shall identify potential and actual governmental and non-governmental constraints to housing production. These may include, but are not limited to, land use controls (including code requirements, permitting fees, and permitting processes), physical/environmental constraints, infrastructure, financial, and market constraints. If governmental or non-governmental fees or processes have been changed, the consultant shall revise the Housing Element as necessary. Where constraints exist, the consultant shall identify and develop housing programs to remove the constraints where feasible.

4.4 **Housing Policy Program and Quantified Objectives:** The consultant shall build upon existing Housing Element policy programs and the needs and constraints analysis to formulate a housing policy program and implementation plan. This task includes preparation of a “Review of Past Performance” analysis and will build upon the analysis of the previous Housing Element’s policy program. The Plan must include appropriate housing goals, policies, and quantified objectives relative to the production, conservation, maintenance, preservation, and improvement of housing. The policy program will be specific, practical, and tailored to the unique needs and challenges of the City. The policy program will also satisfy the requirements of Housing Element law including:

- Ensuring that housing opportunities are available for all persons in the City, including special needs populations;
- Preserving and improving the existing stock of affordable housing, including assisted housing developments;
- Facilitating development of adequate housing to meet RHNA goals and needs of extremely low, very low, low, and moderate-income households;
- Removing any governmental constraints to housing production, improvement and/or maintenance, including barriers to persons with disabilities.

4.5 **Implementation Program:** The consultant shall propose an implementation program including monitoring procedures and milestones for assessment purposes.

**Task 5: HCD Coordination**
The consultant shall serve as the City’s representative and liaison with HCD during the Housing Element Update process. The consultant will be HCD’s primary contact and will communicate with HCD staff as necessary to answer questions about the document and resolve any issues that arise during the review process. The consultant shall be responsible for the following:

- Pre-submittal consultation with HCD staff, as necessary, depending on any issues that arise during preparation of the Public Review Draft;
- Submittal of Public Review Draft Housing Element to HCD;
- Completion and submittal of Implementation Review worksheet, Completeness Checklist, and any other documentation needed for the HCD streamlined update process, if the City qualifies for streamlined review;
- Submittal of additional information or data requested by HCD;
- Meetings and conference calls with HCD staff to discuss issues or comments;
- Preparation of written responses to HCD comments;
- Preparation of changes to the Public Review Draft Housing Element required for HCD certification;
- Consultation with HCD staff regarding changes requested by the Planning Commission or City Council;
- Submission of the Final Housing Element to HCD for review and certification.

**Task 6: Public Review Draft Housing Element**
The consultant shall prepare a Screencheck Draft and Public Review Draft Housing Element.

6.1 **Screencheck Draft:** The consultant shall prepare and submit a Screencheck Draft Housing Element to the City for review. The Screencheck Draft shall be a complete draft and include all required components of a Housing Element as described in Task 2, and will include all tables, maps, and graphics.

**Deliverables:**
- One electronic copy of the Screencheck Draft Housing Element for City review and comment.
- Three hard copies of the Screencheck Draft Housing Element.

6.2 **Public Review Draft:** The consultant shall prepare a Public Review Draft Housing Element based on City staff’s comments on the Screencheck Draft. City staff will provide the consultant with comments on the Screencheck Draft within 14 calendar days for preparation of the Public Review Draft. The consultant shall resolve any issues and make requested revisions to the Screencheck Draft to the satisfaction of the City.

6.3: **Responses to Comments:** The consultant shall assist City staff with preparing responses to public comments.

**Deliverables:**
- One electronic copy of the Public Review Draft Housing Element.
- 12 hard copies of the Public Review Draft Housing Element.

6.4 **HCD Submittal:** The consultant shall prepare a transmittal letter to HCD detailing how the Housing Element meets State requirements. The consultant shall submit the transmittal letter and Public Review Draft Housing Element to HCD for review and comment.

**Deliverables:**
- One electronic copy of the transmittal letter and checklist to HCD.
6.5: **Responses to Comments:** The consultant shall assist City staff with preparing responses to HCD comments.

**Task 7: Final Draft Housing Element**
The consultant shall revise the Draft Housing Element based on HCD comments as directed by City staff. The Final Draft Housing Element shall be presented at public hearings before the Planning Commission and City Council.

**Deliverables:**
- One electronic copy of the Final Draft Housing Element.
- 16 hard copies of the Final Draft Housing Element.

**Task 8: Final Housing Element/HCD Certification**
Based on City Council direction, the consultant shall make final revisions and prepare a Final Housing Element for HCD review and approval. The consultant shall transmit the Final Housing Element to HCD for certification.

**Deliverables:**
- One electronic copy (in native file format and .pdf format) of the Final Housing Element.
- 12 hard copies of the HCD-certified Final Housing Element.

**Task 9: Public Hearings and Community Workshops**
The Consultant shall attend up to eight (8) public hearings before the City Council and/or advisory commissions and up to three (3) community workshops. The consultant may also be required to attend additional public hearings as necessary. **Please include a per-meeting cost item in the Cost Proposal.**

It is anticipated that the consultant will participate in community workshops and public hearings related to the following:

1. Presentation of conceptual Rezoning Alternatives to the City Council;
2. Presentation of Rezoning Alternatives to the Planning Commission;
3. Presentation of Rezoning Alternatives to the City Council;
4. Community outreach meeting to solicit public comments on the Housing Element Update (prior to initiating preparation of Housing Element Update components);
5. Community outreach meeting to present Rezoning Alternatives (may occur before/after City Council meeting noted above);
6. City Council meeting to further discuss Rezoning Alternatives;
7. Community outreach meeting;
8. Planning Commission meeting to consider draft public review Housing Element Update;
9. City Council meeting to consider draft public review Housing Element Update;
10. City Council adoption hearing.
Deliverables:

- Electronic copies (in .pdf format) of draft presentation, handouts, etc. at least two weeks prior to workshops and/or public hearings. Consultant shall revise materials as directed by City staff.

IV. SUBMITTALS

The format for all text documents, tables, charts, and illustrations shall be 8-1/2" x 11" vertical. If oversize documents are necessary, they will be 11" x 17". Document covers for all related documents shall be coordinated so they appear as a “set.” All hard copy administrative drafts, drafts, and final documents shall be two-sided, black ink, on white or light recycled stock paper.

A. RFQ/CONSULTANT SELECTION PROCESS TIMELINE

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<td>October 4, 2019</td>
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B. CONSULTANT’S GENERAL QUALIFICATIONS

Initial ranking of the Statements of Qualifications will be based upon consideration of the following general requirements:

- Demonstrated understanding of the requested work and responsiveness to the scope of services;
- Quality and completeness of proposal;
- Related and recent Housing Element Update experience of similar scope and complexity;
- Expertise and experience of the proposed project team members, and the in-house expertise, or inclusion of subconsultants, to fully address all items noted in scope of work;
- Ability to perform the work within a reasonable time frame and budget;
- Creativity in approach to the scope of work and requested deliverables;
- Acceptance of the City’s Standard Contract for Services and insurance requirements, including any proposed changes to the agreement or insurance coverages;
- Public meeting facilitation and community engagement expertise and techniques;
- Demonstration of knowledge and experience in designing successful and innovative community engagement programs;
• Detailed account of the proposed project manager’s capacity to deliver the project on time and on budget as well as an account of their experience with similar projects over the past three years;

• Demonstration of expertise in data research, collection, and analysis;

• Complete organizational summary of all subcontractors to be included in the project team (if applicable) and a clear description of proposed roles and responsibilities;

• Proximity to San Diego County (local firms will be given a preference in this selection); and

• References.

C. SUBMITTAL CONTENT

Submittals should be organized in a clear and concise manner within a single binder. Five (5) copies should be provided. The format for the submittal should be as follows:

• Cover Letter: Maximum of two pages serving as an Executive Summary.

• Firm Profile: Provide a description of the firm, including number of professional personnel, years in business, office location(s), organizational structure (e.g., corporation, partnership, sole practitioner, etc.), areas of particular expertise, etc.

• Resume of the Lead Planner/Project Manager/Principal.

• Comparable Projects and References: Provide a description of at least three projects of a similar scope or complexity to the Housing Element Update, including report sample (may be hard copy, .pdf, or link to external website), and description of the firm’s specific role in the project (e.g., workshop role, design, construction documentation, contract administration). Identify key personnel who participated in each project and describe their roles. Provide a reference for each of the projects described. References should be current.

• Key Personnel: Provide a summary description of the key personnel who will be involved in this project, their roles and responsibilities, and their experience in similar past projects. In addition to this summary, full resumes should be provided.

• Submit a Fee Proposal (with breakdown) in a separate sealed envelope (Attachment A). Attach to the Fee Proposal an itemized breakdown showing how the fee proposal was developed, including all anticipated elements, time requirements, hourly rates, etc. The fee proposal should include all services described other than reimbursable expenses.
V. CONSULTANT SELECTION CRITERIA AND PROCESS

The Consultant Selection Committee will evaluate all Statement of Qualifications (SOQ) submittals and develop a “short-list” of the most qualified firms. The Committee will then conduct interviews with those firms and make a recommendation to the City Council. The City Council will make the final selection. In addition to those criteria listed in “General Qualifications,” final selection interviews will focus on the following criteria:

- Expressed understanding of the work contemplated.
- Demonstrated expertise in Housing Element Update planning.
- Quality of the proposed planning team leader and members. Specific experience and references of the key project personnel will be examined.
- Overall capabilities of the firm in terms of personnel and technological resources.
- The proposed project team leader and members will be a prime consideration. Consultants will be required to indicate a percentage of time commitment for each team member throughout the project. The Consultant will be required by contract to commit these personnel through the life of the project. The project team leader shall give the presentation at the interview and describe his or her personal qualifications and other project work he or she will be involved with during the period of this contract.

A. SELECTION CRITERIA

Each submittal shall be evaluated as to the consultant’s or consultant team’s capabilities and experience to perform Housing Element Update (HEU) development services. SOQs will be rated based upon a 100-point scale using the following criteria:

(40) **Capabilities, Experience, and Past Performance:** Each firm will be evaluated on its demonstrated capabilities to provide Housing Element Update consulting services to the City. Past performance of similar types of work will be reviewed and judged based upon the quality of work, adherence to schedule, and compliance with local codes and regulations.

(20) **Key Personnel:** Each firm will be evaluated on the experience and education of the key personnel that will be assigned to the City’s projects.

(20) **Ability to Accomplish Work:** Each firm will be evaluated on its ability to provide quality professional HEU consulting services in a timely manner. Items to be considered include number of qualified staff (emphasis on local staffing), support staff, available equipment, and facilities. Firms shall demonstrate their ability to accomplish the work in a timely manner by providing a detailed outline of the proposed approach to the project including a work plan and schedule, and identifying milestones, dates and submittals to complete the HEU. Please specifically address the areas described in the Scope of Work section above.
Local Experience: Each firm will be evaluated on its familiarity with the City of Coronado’s codes, regulations, procedures and infrastructure requirements.

Firm’s Location: Each firm will be evaluated on the location of its office, location of the “principal in charge” and other key staff.

Other: Each firm will be evaluated on any supportive information that demonstrates their capabilities to best suit the needs of the City of Coronado.

Based on the submittals and interviews, a consultant(s) will be recommended to the City Council for a Professional Services Contract. Upon the Council’s approval, the contract will be awarded. Should the City and the selected Consultant(s) be unable to agree on contract terms, the award of the contract will be offered to the second ranking firm, and so forth as necessary.

B. FEE PROPOSAL

Project Budget: Indicate the costs and hours for the total project, on a task-by-task basis, and for any subconsultants, inclusive of reimbursables. Prices quoted must be binding for a minimum of 150 days.

The fee proposal (Attachment A) for the project is required to be submitted in a sealed envelope as a part of this Request for Qualifications. It is the intent of the selection process to examine the demonstrated competence and professional qualifications of the design professional. The fee proposal is intended to assist the selection committee in gauging a fair and equitable fee for the services requested. The City may, at its option, negotiate and modify the scope of services with the selected firm and negotiate fee adjustments, as the City deems appropriate. Qualifications that do not include the required fee proposal may be rejected at the option of the City.

C. INFORMATION DISCLOSURE/PUBLIC RECORD

All submitted responses, proposals and information included therein shall become public record upon contract award. Proposals are not to be marked as confidential or proprietary. Regardless of any identification otherwise, including marking some or all of the pages as “confidential” or “proprietary,” information in proposals shall become part of the public record and subject to disclosure without further notice to the Proponent. The City shall not in any way be liable or responsible for the disclosure of any such records.
VI. PROJECT ADMINISTRATION AND CONTRACT AGREEMENT

The City reserves the right to award the contract to any firm judged to be in the City’s best interest, or to cancel or postpone the selection process at any time. The City will not be obligated to reimburse any firm for its efforts in pursuing the project.

VII. PROCEDURES FOR SUBMISSION

Questions or requests for clarification should be submitted in writing to procurement@coronado.ca.us by 5:00 p.m. on October 4, 2019. Responses will be published on October 11, 2019.

Statements of Qualifications shall be submitted to:

City of Coronado
Community Development Department
1825 Strand Way
Coronado, CA 92118-1502
Attn: Mae Balcobero
Telephone: (619) 522-7327

The deadline for receipt of Statements of Qualifications is 5:00 p.m., Monday, November 4, 2019.

Submittals shall be either emailed to Mae Balcobero (mbalcobero@coronado.ca.us) or hand-delivered. Faxed statements will not be accepted. For additional information regarding this Request for Qualifications, contact Rich Grunow, Community Development Director, at (619) 522-7338 weekdays between the hours of 9:00 a.m. and 5:00 p.m.

Dated: September 23, 2019

Enclosures:

Attachment A – Fee Proposal
Attachment B – Sample Professional Services Agreement
CITY OF CORONADO

Housing Element Update

Request for Qualifications

Fee Proposal

The below-listed firm proposes to perform the scope of services as detailed in this Request for Qualifications for the fee shown below. This fee does not include the cost for a professionally prepared model or rendering, photo simulation work, or printing/duplicating.

Firm Name: ______________________________________

Address: ______________________________________

__________________________________________

Date: ______________________________________

Signature: ______________________________________

Print Name: ______________________________________

Housing Element Update:

1) $__________

2) $__________

3) $__________

Total Fee $__________

NOTES:

1. Attach a fee proposal breakdown showing how the fee was established.
2. Submit this form and all backup material in a sealed envelope marked “Housing Element Update, Fee Proposal.”
AGREEMENT FOR PROFESSIONAL SERVICES

GENERAL PLAN HOUSING ELEMENT UPDATE (HEU)

Contract No. 20-PS-CD-002

This AGREEMENT is made and entered into as of the date of execution by the City of Coronado, a municipal corporation, hereinafter referred to as “CITY” and [Insert Name of CONSULTANT Firm], [Insert appropriate legal entity – a California Corporation, hereinafter referred to as “CONSULTANT.” Where the contracting entity is a joint venture such entity is encompassed within the meaning of the term “CONSULTANT.”

RECITALS

The CITY requires the services of a CONSULTANT to provide planning consultation services for its General Plan Housing Element Update for the 2021-2029 planning cycle. These services generally consist of review and revision of the existing Housing Element, including review and recommendations for updates to City policies and objectives, and strategy development to assist the City in meeting its Regional Housing Needs Allocation requirements. The work to be performed by CONSULTANT shall be referred to herein as the “DESCRIBED SERVICES.”

CONSULTANT represents itself as being a professional planning, consulting firm, possessing the necessary experience, skills, and qualifications to provide the services required by the CITY. CONSULTANT warrants and represents that it has the necessary staff to deliver the services within the time frame herein specified.

On __________, 2019, the City Council for the CITY approved this AGREEMENT and authorized the City Manager [or City Manager’s Designee] to execute the form of this Agreement.

The CITY’s Director of Community Development shall serve as the CITY’s “Contract Officer” for this AGREEMENT and has the authority to direct the CONSULTANT, approve actions, request changes, and approve additional services.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, CITY and CONSULTANT (collectively referred to as the “PARTIES”) agree as follows:

1.0 TERM OF THE AGREEMENT

1.1 This AGREEMENT shall be effective beginning the day, month and year of the execution of this document by the CITY. The AGREEMENT shall be in effect for a term of [insert months
or years] or until [insert date]. The CITY shall have the option to extend the AGREEMENT, if agreed to by the CONSULTANT.

1.2 The CONSULTANT shall commence the performance of the DESCRIBED SERVICES immediately upon execution of this AGREEMENT. Time is of the essence in this AGREEMENT. Failure to meet the schedule contained in this AGREEMENT is a default by the CONSULTANT.

1.3 A delay occasioned by causes beyond the control of CONSULTANT may merit an extension of time for the completion of the DESCRIBED SERVICES. When such delay occurs, CONSULTANT shall immediately notify the CONTRACT OFFICER in writing of the cause and the extent of the delay, whereupon the CONTRACT OFFICER shall ascertain the facts and the extent of the delay and may grant an extension of time for the completion of the DESCRIBED SERVICES when justified by the circumstances.

1.4 This AGREEMENT may be terminated in accordance with the provisions contained in this AGREEMENT.

2.0 CONSULTANT'S OBLIGATIONS AND SCOPE OF WORK (ATTACHMENT A)

2.1 CONSULTANT shall provide the CITY with the professional services for the project that are described in ATTACHMENT A and are hereinafter referred to as the “DESCRIBED SERVICES.”

2.2 CONSULTANT shall perform all the tasks required to accomplish the DESCRIBED SERVICES in conformity with the applicable requirements of federal, state, and local laws in effect at the time that the DESCRIBED SERVICES are being performed and at the time that the scope of work is substantially completed by the CONSULTANT.

a. The CONSULTANT is responsible for ensuring the professional quality, technical accuracy, and coordination of all services and documents furnished by the CONSULTANT under this AGREEMENT.

b. The CONSULTANT shall be obligated to comply with applicable standards of professional care in the performance of the DESCRIBED SERVICES. CITY recognizes that opinions relating to environmental, geologic, and geotechnical conditions are based on limited data and that actual conditions may vary from those encountered at the times and locations where the data are obtained despite the use of professional care. Where any condition exists for which the CONSULTANT must make a judgment that could result in an actual condition that is materially different, the CONSULTANT shall advise the CITY in advance and request specific direction.

c. The CONSULTANT shall, without additional compensation, immediately correct or revise any DESCRIBED SERVICES that do not meet the foregoing professional responsibility standards.
2.3 During the term of this AGREEMENT, CONSULTANT shall maintain professional certifications as required in order to properly comply with all applicable federal, state, and local laws. If the CONSULTANT lacks such certification, this AGREEMENT is void and of no effect.

2.4 Conflict of Interest and Political Reform Act Obligations, if determined to be applicable according to ATTACHMENT B – CONFLICT OF INTEREST DETERMINATION. CONSULTANT shall at all times comply with the terms of the Political Reform Act and the local Conflict of Interest Ordinance. The level of disclosure categories shall be set by the City and shall reasonably relate to the scope of the DESCRIBED SERVICES.

3.0 PAYMENT AND SCHEDULE OF SERVICES (ATTACHMENTS C AND D)

3.1 CONSULTANT is hired to render the DESCRIBED SERVICES and any payments made to CONSULTANT are full compensation for such services.

3.2 The amount of payment to CONSULTANT for providing the DESCRIBED SERVICES is set forth in ATTACHMENT C. No payment shall be allowed for any reimbursable expenses unless specifically described in ATTACHMENT C.

3.3 Payment for all undisputed portions of each invoice shall be made within 45 days from the date of the invoice.

3.4 The CITY’s review, approval or acceptance of, or payment for the services required under this AGREEMENT shall not be construed to operate as a release or waiver of any rights of the CITY under this AGREEMENT or of any cause of action arising out of CONSULTANT’s performance of this AGREEMENT, and CONSULTANT is responsible to the CITY for all damages to the CITY caused by the CONSULTANT’s performance of any of the DESCRIBED SERVICES.

4.0 CITY’S OBLIGATIONS

4.1 CITY shall provide information as to the requirements of the project, including budget limitations. The CITY shall provide or approve the schedule proposed by the CONSULTANT.

4.2 CITY shall furnish the required information and services and shall render approvals and decisions expeditiously to allow the orderly progress of the DESCRIBED SERVICES as shown on the schedule required under ATTACHMENT D.

5.0 SUBCONTRACTING

5.1 The name, phone number, and location of the place of business of each SUBCONSULTANT that the CONSULTANT will use to perform work or render service to the CONSULTANT in performing this AGREEMENT is contained in ATTACHMENT E. No change to or addition of any SUBCONSULTANT shall be made without the written approval of the CITY.
5.2 If CONSULTANT subcontracts for any of the work to be performed under this AGREEMENT, CONSULTANT shall be as fully responsible to the CITY for the acts and omissions of CONSULTANT’s SUBCONSULTANTS and for the persons either directly or indirectly employed by the SUBCONSULTANTS, as CONSULTANT is for the acts and omissions of persons directly employed by CONSULTANT. Nothing contained in the AGREEMENT shall create any contractual relationship between any SUBCONSULTANT of CONSULTANT and the CITY. In any dispute between the CONSULTANT and its SUBCONSULTANT, the CITY shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The CONSULTANT agrees to defend, hold harmless and indemnify the CITY as described in Section 13 of this AGREEMENT, should the CITY be made a party to any judicial or administrative proceeding to resolve any such dispute.

5.3 CONSULTANT shall bind every SUBCONSULTANT to all the terms of the AGREEMENT applicable to CONSULTANT’s work unless specifically noted to the contrary in the subcontract in question and approved in writing by the CONTRACT OFFICER. All contracts entered into between the CONSULTANT and its SUBCONSULTANT shall also provide that each SUBCONSULTANT shall obtain insurance policies which shall be kept in full force and effect during any and all work on this project and for the duration of this AGREEMENT. The CONSULTANT shall require the SUBCONSULTANT to obtain all policies described in Section 14 in the amounts required by the CITY, which shall not be greater than the amounts required of the CONSULTANT.

6.0 **CHANGES TO THE SCOPE OF WORK**

6.1 The CONSULTANT shall not perform work in excess of the DESCRIBED SERVICES without the prior written approval of the CONTRACT OFFICER. All requests for extra work shall be made by written request for a contract modification submitted to the CONTRACT OFFICER. To be effective, all contract modifications must be in writing and signed prior to the commencement of the work. Fees for additional work will be negotiated on a fixed-fee basis.

6.2 The CITY may unilaterally reduce the scope of work to be performed by the CONSULTANT. Upon doing so, CITY and CONSULTANT agree to meet in good faith and confer for the purpose of negotiating a deductive change order or amendment to the AGREEMENT.

7.0 **ENTIRE AGREEMENT**

7.1 This AGREEMENT and incorporated attachments set forth the entire understanding of the PARTIES with respect to the subject matters herein. If there are any inconsistencies between the incorporated attachments and this AGREEMENT, the terms of this AGREEMENT control. There are no other understandings, terms, or other agreements expressed or implied, oral or written, except as set forth herein. No change, alteration, or modification of the terms or conditions of this AGREEMENT, and no verbal understanding of the PARTIES, their officers, agents, or employees shall be valid unless agreed to in writing by both PARTIES.

8.0 **TERMINATION OF AGREEMENT**
8.1 In the event of CONSULTANT’s default of any covenant or condition hereof, including, but not limited to, failure to timely or diligently prosecute, deliver, or perform the DESCRIBED SERVICES, or where the CONSULTANT fails to perform the work in accordance with the project schedule (ATTACHMENT D), the CITY may immediately terminate this AGREEMENT for cause if CONSULTANT fails to cure the default within ten (10) calendar days of receiving written notice of the default. Thereupon, CONSULTANT shall immediately cease work and within five (5) working days: (1) assemble all documents owned by the CITY and in CONSULTANT’s possession, and deliver said documents to the CITY; and (2) place all work in progress in a safe and protected condition. The CONTRACT OFFICER shall make a determination of the percentage of work that CONSULTANT has performed that is usable and of worth to the CITY. Based upon that finding, the CONTRACT OFFICER shall determine any final payment due to CONSULTANT.

8.2 This AGREEMENT may be terminated by the CITY, without cause, upon the giving of fifteen (15) days written notice to the CONSULTANT. Prior to the fifteenth (15th) day following the giving of the notice, the CONSULTANT shall assemble the completed work product to date, and put same in order for proper filing and closing, and deliver said product to the CITY. The CONSULTANT shall be entitled to just and equitable compensation for any satisfactory work completed. The CONTRACT OFFICER and CONSULTANT shall endeavor to agree upon a percentage complete of the contracted work if fees are fixed, or an agreed dollar sum based on services performed if hourly, and terms of payment for services and reimbursable expenses. CONSULTANT hereby expressly waives any and all claims for damages or compensation arising under this AGREEMENT except as set forth herein.

9.0 OWNERSHIP OF DOCUMENTS

9.1 All work products (i.e., documents, data, studies, drawings, maps, models, photographs, and reports) prepared by CONSULTANT under this AGREEMENT, whether paper or electronic, shall become the property of CITY for use with respect to this project, and shall be turned over to the CITY upon completion of the DESCRIBED SERVICES or any phase thereof, as contemplated by this AGREEMENT.

9.2 Contemporaneously with the transfer of such documents, the CONSULTANT hereby assigns to the CITY and CONSULTANT thereby expressly waives and disclaims, any copyright in, and the right to reproduce, all written material, drawings, plans, specifications, or other work prepared under this AGREEMENT, except upon the CITY’s prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONSULTANT shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

10.0 STATUS OF CONSULTANT

10.1 CONSULTANT shall perform the DESCRIBED SERVICES in a manner of CONSULTANT’s own choice, as an independent contractor and in pursuit of CONSULTANT’s independent calling, and not as an employee of the CITY. The CONSULTANT has and shall
retain the right to exercise full control and supervision of all persons assisting the CONSULTANT in the performance of the DESCRIBED SERVICES, the CITY only being concerned with the finished results of the work being performed. CONSULTANT shall confer with the CITY at a mutually agreed frequency and inform the CITY of incremental work/progress as well as receive direction from the CITY. Neither CONSULTANT nor CONSULTANT’s employees shall be entitled in any manner to any employment benefits, including, but not limited to, employer-paid payroll taxes, Social Security, retirement benefits, health benefits, or any other benefits, as a result of this AGREEMENT. It is the intent of the parties that neither CONSULTANT nor its employees are to be considered employees of CITY, whether “common law” or otherwise, and CONSULTANT shall indemnify, defend and hold CITY harmless from any such obligations on the part of its officers, employees and agents.

11.0 ASSIGNMENT OF CONTRACT

11.1 This AGREEMENT and any portion thereof shall not be assigned or transferred, nor shall any of the CONSULTANT’s duties be delegated or subcontracted, without the express written consent of the CITY.

12.0 COVENANT AGAINST CONTINGENT FEES

12.1 CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this AGREEMENT, and that CONSULTANT has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this AGREEMENT. For breach or violation of this warranty, the CITY shall have the right to terminate this AGREEMENT without liability, or, at the CITY’s sole discretion, to deduct from the AGREEMENT the price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

13.0 INDEMNITY – HOLD HARMLESS

13.1 To the fullest extent permitted by law, CONSULTANT, through its duly authorized representative, agrees that CITY and its respective elected and appointed boards, officials, officers, agents, employees, and volunteers (individually and collectively, “CITY Indemnitees”) shall have no liability to CONSULTANT or any other person, and CONSULTANT shall indemnify, protect, and hold harmless CITY Indemnitees from and against, any and all liabilities, claims, demands, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs, and expenses, including reasonable attorneys’ fees and disbursements (collectively “claims”) that arise out of, or pertain to, or relate to this AGREEMENT or the negligence, recklessness, or willful misconduct of CONSULTANT, its employees, agents, and SUBCONSULTANTS in the performance of the DESCRIBED SERVICES.

13.2 CONSULTANT’s obligation herein does not extend to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage, or expense arising from the sole
negligence, recklessness or willful misconduct of the CITY or its elected or appointed boards, officials, officers, agents, employees or volunteers.

13.3 CONSULTANT shall provide a defense (with counsel acceptable to CITY) to the CITY’s Indemnitees, or, at the CITY’s option, reimburse the CITY’s Indemnitees for all costs, attorneys’ fees, expenses, and liabilities (including judgment or portion thereof) incurred with respect to any litigation in which the CONSULTANT is obligated to indemnify, defend, and hold harmless the CITY’s Indemnitees pursuant to this AGREEMENT.

13.4 This provision shall not be limited by any provision of insurance coverage that the CONSULTANT may have in effect, or may be required to obtain and maintain, during the term of this AGREEMENT. This provision shall survive expiration or termination of this AGREEMENT.

13.5 PERS Eligibility Indemnification. In the event that CONSULTANT’s employee providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS of the CITY, Contractor shall indemnify, defend, and hold harmless CITY for the payment of any employer and employee contributions for PERS benefits on behalf of the employee as well as for payment of any penalties and interest on such contributions which would otherwise be the responsibility of the CITY.

Notwithstanding any other agency, state or federal policy, rule, regulation, law, or ordinance to the contrary, CONSULTANT’s employees providing service under this AGREEMENT shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation and benefit including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contributions to be paid by CITY for employer contributions and/or employee contributions for PERS benefits.

Limitation of CITY Liability. The payment made to CONSULTANT pursuant to this contract shall be the full and complete compensation to which CONSULTANT and CONSULTANT’s officers, employees, agents and subcontractors are entitled for performance of any work under this contract. Neither CONSULTANT nor CONSULTANT’s officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the CITY. The CITY will not make any federal or state tax withholdings on behalf of CONSULTANT. The CITY shall not be required to pay any workers’ compensation insurance on behalf of CONSULTANT.

Indemnification for Employee Payments. CONSULTANT agrees to defend and indemnify the CITY for any obligation, claim, suit, or demand for tax, retirement contribution, including any contribution to the Public Employees Retirement System (PERS), Social Security, salary, or wages, overtime payment, or workers’ compensation payment which the CITY may be required to make on behalf of CONSULTANT or any employee of the CITY for work done under this contract. This is a continuing obligation that survives the termination of this contract.

14.0 INSURANCE
14.1 CONSULTANT shall procure and maintain for the duration of this AGREEMENT insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the DESCRIBED SERVICES and the results of that work by the CONSULTANT or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII” unless otherwise approved in writing by the CITY’s Risk Manager.

14.2 CONSULTANT shall obtain and, during the term of this AGREEMENT, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance from an insurance company authorized to do business in the State of California in insurable amounts of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate. The insurance policies shall provide that the policies shall remain in full force during the life of the AGREEMENT, and shall not be canceled or not renewed without thirty (30) days prior written notice to the CITY from the insurance company. Statements that the carrier “will endeavor” and “failure to mail such notice shall impose no obligation or liability upon the company, its agents, or representatives,” will not be acceptable on insurance certificates. Maintenance of specified insurance coverage is a material element of this AGREEMENT.

14.3 Types and Amounts Required. CONSULTANT shall maintain, at minimum, the following insurance coverage for the duration of this AGREEMENT:

14.3.1 Commercial General Liability (CGL). CONSULTANT shall maintain CGL Insurance written on an ISO Occurrence form or equivalent providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of $1,000,000 per occurrence and subject to an annual aggregate of $2,000,000. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

14.3.2 Commercial Automobile Liability. CONSULTANT shall maintain Commercial Automobile Liability Insurance for all of the CONSULTANT’s automobiles, including owned, hired, and non-owned automobiles, written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of $1,000,000 per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

14.3.3 Workers’ Compensation. CONSULTANT shall maintain Workers’ Compensation insurance for all of the CONSULTANT’s employees who are subject to this AGREEMENT and to the extent required by applicable state or federal law, a Workers’ Compensation policy providing at minimum $1,000,000 employers’ liability coverage. The CONSULTANT shall provide an endorsement that the insurer waives the right of subrogation against the CITY and its respective elected officials, officers, employees, agents and representatives.

14.3.4 Professional Liability. CONSULTANT shall maintain Professional Liability (errors and omissions) coverage with a limit of $1,000,000 per claim and $2,000,000
annual aggregate. The policy shall be on a claims made and in the aggregate basis. The CONSULTANT shall ensure both that: (1) the policy retroactive date is on or before the date of commencement of the DESCRIBED SERVICES; and (2) the policy will be maintained in force for a period of three years after substantial completion of the DESCRIBED SERVICES or termination of this AGREEMENT, whichever occurs last. The CONSULTANT agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the CITY’s exposure to loss. All defense costs shall be outside the limits of the policy.

14.4 The CITY, its officers, officials, employees, and representatives shall be named as additional insureds on the required general liability and automobile liability policies. All policies shall contain a provision stating that the CONSULTANT’s policies are primary insurance and that insurance (including self-retention) of the CITY or any named insured shall not be called upon to contribute to any loss. This provision shall apply regardless of any language of the general liability, and automobile liability policies maintained by the CONSULTANT during the term of this AGREEMENT.

14.5 Before CONSULTANT shall employ any person or persons in the performance of the AGREEMENT, CONSULTANT shall procure a policy of Workers’ Compensation insurance as required by the Labor Code of the State of California, or shall obtain a certificate of self-insurance from the Department of Industrial Relations.

14.6 CONSULTANT shall furnish certificates of said insurance and policy endorsements to the CONTRACT OFFICER prior to commencement of work under this AGREEMENT. Failure by the CONTRACT OFFICER to object to the contents of the certificate and/or policy endorsement or the absence of same shall not be deemed a waiver of any and all rights held by the CITY. Failure on the part of CONSULTANT to procure or maintain in full force the required insurance shall constitute a material breach of contract under which the CITY may exercise any rights it has in law or equity including, but not limited to, terminating this AGREEMENT pursuant to Paragraph 8.1 above.

14.7 The CITY reserves the right to review the insurance requirements of this section during the effective period of the AGREEMENT and to modify insurance coverages and their limits when deemed necessary and prudent by City’s Risk Manager based upon economic conditions, recommendation of professional insurance advisors, changes in statutory law, court decisions, or other relevant factors. The CONSULTANT agrees to make any reasonable request for the deletion, revision, or modification of particular insurance policy terms, conditions, limitations, or exclusions (except where those policy provisions are established by law, or are established by regulations that are binding upon either party to the contract, or are binding upon the underwriter to the contract). Upon request by CITY, CONSULTANT shall exercise reasonable efforts to accomplish such changes in policy coverages and shall pay the cost thereof.

14.8 Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the CITY’s option, the CONSULTANT shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
14.9 CONSULTANT hereby grants to CITY a waiver of any right to subrogation that any insurer of said CONSULTANT may acquire against the CITY by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not the CITY has requested or received a waiver of subrogation endorsement from the insurer.

15.0 DISPUTES

15.1 If a dispute should arise regarding the performance of this AGREEMENT, the following procedures shall be used to address the dispute:

a. If the dispute is not resolved informally, then, within five (5) working days thereafter, the CONSULTANT shall prepare a written position statement containing the party’s full position and a recommended method of resolution and shall deliver the position statement to the CONTRACT OFFICER.

b. Within ten working (10) days of receipt of the position statement, the CONTRACT OFFICER shall prepare a response statement containing the CITY’s full position and a recommended method of resolution and shall deliver the response statement to the CONSULTANT.

c. After the exchange of statements, if the dispute is not resolved within ten working (10) days, the CONSULTANT and the CONTRACT OFFICER shall deliver the statements to the City Manager who shall make a determination within ten working (10) days.

15.2 If the dispute remains unresolved for ten working (10) days following the City Manager’s determination, and the parties have exhausted the procedures of this section, the parties may then seek resolution by mediation or such other remedies available to them by law or in equity.

16.0 GENERAL PROVISIONS

16.1 Accounting Records. CONSULTANT shall keep records of the direct reimbursable expenses pertaining to the DESCRIBED SERVICES and the records of all accounts between the CONSULTANT and SUBCONSULTANTS. CONSULTANT shall keep such records on a generally recognized accounting basis. At any time during normal business hours, and as often as CITY may deem necessary, the CONSULTANT shall make available to the CONTRACT OFFICER, or the CONTRACT OFFICER’s authorized representative, for examination, all of its records with respect to all matters covered by this AGREEMENT and shall permit CITY to audit, examine, and/or reproduce such records. CONSULTANT shall retain such financial and program service records for a period of four (4) years from the completion of the work or after termination or final payment under this AGREEMENT, whichever is later.

16.2 CONTRACT OFFICER. The CITY’s designated CONTRACT OFFICER has the authority to direct the CONSULTANT, approve actions, request changes, and approve additional services within her/his authority. Any obligation of the CITY under this AGREEMENT shall be the responsibility of the CONTRACT OFFICER. Excepting the provisions pertaining to dispute
resolution, no other person shall have any authority under this AGREEMENT unless specifically delegated in writing.

16.3 Governing Law. This AGREEMENT and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this AGREEMENT shall be held exclusively in a State court in the County of San Diego. CONSULTANT hereby waives the right to remove any action from San Diego County as is otherwise permitted by California Code of Civil Procedure Section 394.

16.4 Business Certificate. CONSULTANT and its SUBCONSULTANTS are required to obtain and maintain a City Business Certificate during the duration of this AGREEMENT.

16.5 Drafting Ambiguities. The PARTIES agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this AGREEMENT, and the decision of whether or not to seek advice of counsel with respect to this AGREEMENT is a decision which is the sole responsibility of each Party. This AGREEMENT shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the AGREEMENT.

16.6 Conflicts between Terms. If an apparent conflict or inconsistency exists between the main body of this AGREEMENT and the Exhibits, the main body of this AGREEMENT shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this AGREEMENT, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this AGREEMENT, the Attachments, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this AGREEMENT.

16.7 Non-Discrimination. CONSULTANT shall not discriminate against any employee or applicant for employment because of sex, race, color, age, religion, ancestry, national origin, disability, military or veteran status, medical condition, genetic information, gender expression, marital status, or sexual orientation. CONSULTANT shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their sex, race, color, age, religion, ancestry, national origin, disability, military or veteran status, medical condition, genetic information, gender expression, marital status, or sexual orientation and shall make reasonable accommodation to qualified individuals with disabilities or medical conditions. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by CITY setting forth the provisions of this non-discrimination clause.

17.0 NOTICES
17.1 Any notices to be given under this AGREEMENT, or otherwise, shall be served by certified mail. For the purposes hereof, unless otherwise provided in writing by the parties hereto:

a. The address of the CITY, and the proper person to receive any notice on the CITY’s behalf, is:

City of Coronado  
Community Development  
1825 Strand Way  
Coronado, CA 92118  
Attn.: Rich Grunow  
Tel. No. (619) 522-7338; Fax (619) 522-XXXX

b. The address of the CONSULTANT, and the proper person to receive any notice on the CONSULTANT’s behalf, is:

Consultant Name & Title  
Street Address  
City, State, Zip Code  
Telephone No. (XXX) XXX-XXXX

18.0 PROFESSIONAL CONSULTANT’S CERTIFICATION OF AWARENESS OF IMMIGRATION REFORM AND CONTROL ACT OF 1986

18.1 CONSULTANT certifies that CONSULTANT is aware of the requirements of the Immigration Reform and Control Act of 1986 (8 U.S.C. §§ 1101-1525) and has complied and will comply with these requirements, including, but not limited to, verifying the eligibility for employment of CONSULTANT and all its agents, employees, representatives and SUBCONSULTANTS, and any other person performing any of the DESCRIBED SERVICES.

19.0 ADDITIONAL PROVISIONS

19.1 Consequential Damages. Neither party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

19.2 Responsibility for Others. CONSULTANT shall be responsible to the CITY for its services and the services of its SUBCONSULTANTS. CONSULTANT shall not be responsible for the acts or omissions of any other persons engaged by the CITY nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.

19.3 Representation. The CONSULTANT is not authorized to represent the CITY, to act as the CITY’s agent, or to bind the CITY to any contractual agreements whatsoever.
19.4 **Third-Party Review of CONSULTANT’s Work Product (Peer Review).** At the option of the CITY, a review of the CONSULTANT’s work product may be performed by an independent expert chosen by the CITY. In such case, the CONSULTANT agrees to confer and cooperate fully with the independent expert to allow a thorough review of the work product by the expert. Such review is intended to provide the CITY a peer review of the concepts, all pre-design documentation, methods, professional recommendations, and other work product of the CONSULTANT. The results of this review will be furnished to the CITY and shall serve to assist the CITY in its review of the CONSULTANT’s deliverables under this AGREEMENT.

19.5 **Periodic Reporting Requirements.** The CONSULTANT shall provide a written status report of the progress of the work on a monthly basis that shall accompany the CONSULTANT’s payment invoice. The status report shall, at a minimum, report the work accomplished to date; describe any milestones accomplished; show and discuss the results on any testing or exploratory work; provide an update to the approved schedule (as set forth in ATTACHMENT D or, if no ATTACHMENT D, as approved by the CONTRACT OFFICER), and if not in accordance with the original schedule, describe how the CONSULTANT intends to get back on the original schedule; describe any problems or recommendations to increase the scope of the work; and provide any other information that may be requested by the CITY. The report is to be of a form and quality appropriate for submission to the City Council.

19.6 **Brand or Trade Names.** Specifications by brand or trade names are prohibited except: (1) when at least two are listed and “or equal” substitutions are permitted; (2) when necessary to match existing items in use on a specific public improvement; or (3) when a unique or novel product application is required; or when only one brand or trade name is known. The specifications must allow at least thirty-five (35) days after award of the contract for submission of data substantiating a contractor’s request for substitution of an equal form.

19.7 **Rights Cumulative.** All rights, options, and remedies of the CITY contained in this AGREEMENT shall be construed and held to be cumulative, and no one of the same shall be exclusive of any other, and the CITY shall have the right to pursue any one of all of such remedies or any other remedy or relief that may be provided by law or in equity, whether or not stated in this AGREEMENT.

19.8 **Waiver.** No waiver by either party of a breach by the other party of any of the terms, covenants, or conditions of this AGREEMENT shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant, or condition herein contained. No waiver of any default of either party hereunder shall be implied from any omission by the other party to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect default other than as specified in said waiver.

19.9 **Severability.** In the event that any part of this AGREEMENT is found to be illegal or unenforceable under the law as it is now or hereafter in effect, either party will be excused from performance of such portion or portions of this AGREEMENT as shall be found to be illegal or unenforceable without affecting the remaining provisions of this AGREEMENT.
19.10 **Attachments Incorporated.** All ATTACHMENTS referenced in this AGREEMENT are incorporated into the AGREEMENT by this reference.

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20. SIGNATURES

20.1 Each signatory and party hereto hereby warrants and represents to the other party that it has legal authority and capacity and direction from its principal to enter into this AGREEMENT, and that all resolutions or other actions have been taken so as to enable it to enter into this AGREEMENT.

CITY:

By: _____________________________
   Blair King, City Manager

Date: _____________________________

CONSULTANT:

By: ______________________________

Date: ______________________________

[If CONSULTANT IS A CORPORATION OR LLC, TWO SIGNATURES ARE REQUIRED]

APPROVED AS TO CONTENT:

__________________________________
   Rich Grunow, Director  Date

APPROVAL AS TO FORM:

__________________________________
   Johanna N. Canlas, City Attorney  Date

ATTEST:

__________________________________
   Mary L. Clifford, CMC, City Clerk  Date

ATTACHMENT A – SCOPE OF WORK
ATTACHMENT B – CONSULTANT CONFLICT OF INTEREST DETERMINATION
ATTACHMENT C – PAYMENT FOR SERVICES
ATTACHMENT D – SCHEDULE OF SERVICES
ATTACHMENT E – LISTING OF SUBCONSULTANTS
SCOPE OF WORK

Task 1: Housing Element Assessment

1.1 Document Review
The consultant shall review all applicable City, regional, and State documents pertaining to the Housing Element update including, but not limited to, the General Plan, Municipal Code, building permit data, census data, and any other City housing policies, programs, and codes. The consultant shall be responsible for identifying and resolving any information gaps.

1.2 Evaluate the Current Housing Element
The consultant shall review and evaluate the current Housing Element and its programs, including:

▪ Evaluate the status, effectiveness, and appropriateness of the current housing policy programs and identify any barriers to implementation;
▪ Compare identified goals from the adopted Housing Element to actual accomplishments during the plan period;
▪ Evaluate the existing Housing Element in relation to current State housing laws and identify any omissions or deficiencies;
▪ Prepare a Housing Element assessment memo summarizing the results from this analysis and recommending specific changes to be incorporated into the Housing Element update;
▪ Prepare a detailed outline for the Housing Element Update, considering the findings of the Housing Element assessment memo.

Deliverables:

▪ One electronic copy (in native file format and .pdf format) of the Housing Element assessment memo;
▪ One electronic copy (in native file format and .pdf format) of the Housing Element update outline.

Task 2: Evaluate Coronado’s Existing Capacity for New Housing Development
Based on available housing data, a review of the City’s existing built environment (including vacant and underdeveloped properties), and an analysis of the City’s current zoning regulations, specific plans, and associated development standards, the consultant shall determine Coronado’s existing capacity to accommodate new housing development.

Deliverables:

▪ One electronic copy of an existing housing capacity memo.

Task 3: Prepare Rezoning Alternatives to Accommodate Assigned RHNA
In coordination with City staff and with direction from the City Council, the Consultant shall prepare up to five rezoning scenarios including potential modifications to development standards
(density, height, FAR, parking, etc.) that could be pursued to provide necessary capacity to meet the City’s RHNA obligation.

3.1: **Develop Conceptual Rezoning Scenarios for City Council Consideration**

The Consultant shall coordinate with City staff to develop conceptual-level rezoning scenarios for the City Council’s consideration. It is anticipated that the rezoning scenarios will present areas of the City which could best accommodate new growth with an estimate of potential capacity. The scenarios shall also consider increased development of accessory dwelling units (ADU), conversion of carriage houses to ADUs, and potential modifications to development standards and land use regulations which could facilitate new residential development. The Consultant shall present concepts to the City Council at a public hearing.

3.2: **Develop Rezoning Alternatives Analysis**

Based on City Council direction on the conceptual rezoning scenarios, the Consultant shall prepare a rezoning alternatives analysis which evaluates up to five different scenarios to accommodate the City’s RHNA allocation. The analysis shall include a description of all modifications to zoning, development standards, specific plans, or other regulations that would be necessary to effectuate each scenario. The analysis shall also include describing the density and intensity of new development that could be expected under each scenario (units/acre, building heights, etc.).

**Deliverables:**

- Ten hard copies and one electronic copy of conceptual rezoning scenarios.
- Ten hard copies and one electronic copy of a housing capacity alternatives analysis.

**Task 4: Prepare Housing Element Components**

The consultant shall prepare components of a draft Housing Element that addresses the requirements of State law, with an emphasis on any new statutory requirements since the last update of the Housing Element. In preparing the Housing Element update, the consultant shall proactively identify issues, immediately bring those issues to the attention of City staff, identify potential solutions, and coordinate with City staff as to the best course of action. The consultant will regularly communicate and meet with City staff as necessary to resolve issues.

4.1 **Needs Analysis:** The consultant shall complete a housing assessment and needs analysis pursuant to Government Code Section 65583(a) and SB 375. The consultant shall obtain and analyze demographic, economic, and housing data for the City and develop a housing needs assessment using State-approved criteria. The assessment shall include, but is not limited to:

- Population, demographic, and employment trends with the accompanying analysis of the existing and projected share of regional housing needs for all income levels;
- Housing cost, affordability, housing characteristics, housing stock, and market conditions (including overcrowding and overpayment);
- Housing stock characteristics, including at-risk units and vacant and underutilized land;
Potential for increased residential development under existing zoning requirements and General Plan policies;
Special housing needs (e.g., large families, seniors, homeless, etc.);
Verify with the California Housing Partnership Commission (CHPC) the number of units at risk of conversion to market rate.

4.2 **Housing Resources and Opportunities:** The consultant shall identify housing resources, including programmatic, physical, and financial. In addition, the consultant shall prepare an “adequate sites analysis” showing the relationship between the City’s RHNA and the dwelling unit capacity and availability of potential housing sites based on zoning and General Plan policies, requirements, and limitations. The analysis will evaluate and include:

- Funding resources;
- Regulatory incentives for housing;
- Existing assisted housing developments that are eligible to change designation from low-income housing during the Housing Element planning period.

4.3 **Housing Constraints:** The consultant shall identify potential and actual governmental and non-governmental constraints to housing production. These may include, but are not limited to, land use controls (including code requirements, permitting fees, and permitting processes), physical/environmental constraints, infrastructure, financial, and market constraints. If governmental or non-governmental fees or processes have been changed, the consultant shall revise the Housing Element as necessary. Where constraints exist, the consultant shall identify and develop housing programs to remove the constraints where feasible.

4.4 **Housing Policy Program and Quantified Objectives:** The consultant shall build upon existing Housing Element policy programs and the needs and constraints analysis to formulate a housing policy program and implementation plan. This task includes preparation of a “Review of Past Performance” analysis and will build upon the analysis of the previous Housing Element’s policy program. The Plan must include appropriate housing goals, policies, and quantified objectives relative to the production, conservation, maintenance, preservation, and improvement of housing. The policy program will be specific, practical, and tailored to the unique needs and challenges of the City. The policy program will also satisfy the requirements of Housing Element law including:

- Ensuring that housing opportunities are available for all persons in the City, including special needs populations;
- Preserving and improving the existing stock of affordable housing, including assisted housing developments;
- Facilitating development of adequate housing to meet RHNA goals and needs of extremely low, very low, low, and moderate-income households;
- Removing any governmental constraints to housing production, improvement and/or maintenance, including barriers to persons with disabilities.
4.5 **Implementation Program:** The consultant shall propose an implementation program including monitoring procedures and milestones for assessment purposes.

**Task 5: HCD Coordination**
The consultant shall serve as the City’s representative and liaison with HCD during the Housing Element Update process. The consultant will be HCD’s primary contact and will communicate with HCD staff as necessary to answer questions about the document and resolve any issues that arise during the review process. The consultant shall be responsible for the following:

- Pre-submittal consultation with HCD staff, as necessary, depending on any issues that arise during preparation of the Public Review Draft;
- Submittal of Public Review Draft Housing Element to HCD;
- Completion and submittal of Implementation Review worksheet, Completeness Checklist, and any other documentation needed for the HCD streamlined update process, if the City qualifies for streamlined review;
- Submittal of additional information or data requested by HCD;
- Meetings and conference calls with HCD staff to discuss issues or comments;
- Preparation of written responses to HCD comments;
- Preparation of changes to the Public Review Draft Housing Element required for HCD certification;
- Consultation with HCD staff regarding changes requested by the Planning Commission or City Council;
- Submission of the Final Housing Element to HCD for review and certification.

**Task 6: Public Review Draft Housing Element**
The consultant shall prepare a Screencheck Draft and Public Review Draft Housing Element.

6.1 **Screencheck Draft:** The consultant shall prepare and submit a Screencheck Draft Housing Element to the City for review. The Screencheck Draft shall be a complete draft and include all required components of a Housing Element as described in Task 2, and will include all tables, maps, and graphics.

**Deliverables:**
- One electronic copy of the Screencheck Draft Housing Element for City review and comment.
- Three hard copies of the Screencheck Draft Housing Element.

6.2 **Public Review Draft:** The consultant shall prepare a Public Review Draft Housing Element based on City staff’s comments on the Screencheck Draft. City staff will provide the consultant with comments on the Screencheck Draft within 14 calendar days for preparation of the Public Review Draft. The consultant shall resolve any issues and make requested revisions to the Screencheck Draft to the satisfaction of the City.

6.3: **Responses to Comments:** The consultant shall assist City staff with preparing responses to public comments.
Deliverables:
- One electronic copy of the Public Review Draft Housing Element.
- 12 hard copies of the Public Review Draft Housing Element.

6.4 HCD Submittal: The consultant shall prepare a transmittal letter to HCD detailing how the Housing Element meets State requirements. The consultant shall submit the transmittal letter and Public Review Draft Housing Element to HCD for review and comment.

Deliverables:
- One electronic copy of the transmittal letter and checklist to HCD.

6.5: Responses to Comments: The consultant shall assist City staff with preparing responses to HCD comments.

Task 7: Final Draft Housing Element
The consultant shall revise the Draft Housing Element based on HCD comments as directed by City staff. The Final Draft Housing Element shall be presented at public hearings before the Planning Commission and City Council.

Deliverables:
- One electronic copy of the Final Draft Housing Element.
- 16 hard copies of the Final Draft Housing Element.

Task 8: Final Housing Element/HCD Certification
Based on City Council direction, the consultant shall make final revisions and prepare a Final Housing Element for HCD review and approval. The consultant shall transmit the Final Housing Element to HCD for certification.

Deliverables:
- One electronic copy (in native file format and .pdf format) of the Final Housing Element.
- 12 hard copies of the HCD-certified Final Housing Element.

Task 9: Public Hearings and Community Workshops
The Consultant shall attend up to eight (8) public hearings before the City Council and/or advisory commissions and up to three (3) community workshops. The consultant may also be required to attend additional public hearings as necessary. Please include a per-meeting cost item in the Cost Proposal.

It is anticipated that the consultant will participate in community workshops and public hearings related to the following:

1. Presentation of conceptual Rezoning Alternatives to the City Council;
2. Presentation of Rezoning Alternatives to the Planning Commission;
3. Presentation of Rezoning Alternatives to the City Council;
4. Community outreach meeting to solicit public comments on the Housing Element Update (prior to initiating preparation of Housing Element Update components);
5. Community outreach meeting to present Rezoning Alternatives (may occur before/after City Council meeting noted above);
6. City Council meeting to further discuss Rezoning Alternatives;
7. Community outreach meeting;
8. Planning Commission meeting to consider draft public review Housing Element Update;
9. City Council meeting to consider draft public review Housing Element Update;
10. City Council adoption hearing.
ATTACHMENT B

Contract No. 20-PS-CD-02

CONFLICT OF INTEREST DETERMINATION

CONSULTANT shall at all times comply with the terms of the Political Reform Act and the local conflict of interest ordinance. CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the City in which the CONSULTANT has a financial interest as defined in 2 California Code of Regulations Section 18700.3. CONSULTANT represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the City.

“CONSULTANT” means an individual who, pursuant to a contract with a state or local agency:

(A) Makes a governmental decision whether to:

1. Approve a rate, rule, or regulation;
2. Adopt or enforce a law;
3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
4. Authorize the CITY to enter into, modify, or renew a contract, provided it is the type of contract that requires CITY approval;
5. Grant CITY approval of a contract that requires CITY approval and to which the CITY is a party, or to the specifications for such a contract;
6. Grant CITY approval of a plan, design, report, study, or similar item;
7. Adopt, or grant City approval of, policies, standards, or guidelines for the CITY, or for any subdivision thereof; or

(B) Serves in a staff capacity with the CITY and in that capacity participates in making a governmental decision as defined in Regulation 18704(a) and (b) or performs the same or substantially all the same duties for the CITY that would otherwise be performed by an individual holding a position specified in the CITY’s Conflict of Interest Code.

1 The City’s Conflict of Interest Code and the Political Reform Act refer to “consultants,” not “contractors.” The City’s professional services agreements might refer to the hired professional as a “contractor,” not a “consultant,” in which case the Conflict of Interest Code may still apply. The Conflict of Interest Code, however, does not cover public works contractors.
DISCLOSURE DETERMINATION:

□ 1. CONSULTANT/CONTRACTOR will not be “making a government decision” or “serving in a staff capacity” as defined in Sections A and B above. No disclosure required.

□ 2. CONSULTANT/CONTRACTOR will be “making a government decision” or “serving in a staff capacity” as defined in Sections A and B above. As a result, CONSULTANT/CONTRACTOR shall file, with the City Clerk of the City of Coronado in a timely manner as required by law, a Statement of Economic Interest (Form 700), as required by the City of Coronado Conflict of Interest Code, and the Fair Political Practices Commission, to meet the requirements of the Political Reform Act.*

Signature ___________________________ Date ___________________________
Name _______________________________ Department Public Services & Engineering
City Attorney Approval of Determination __________________________________________
City Manager Approval of Determination __________________________________________

*The CONSULTANT’s disclosure of investments, real property, income, loans, business positions, and gifts, shall be limited to those reasonably related to the project for which CONSULTANT has been hired by the CITY.
ATTACHMENT B-1

HEU UPDATE

Contract No. 20-PS-CD-02

CONFLICT OF INTEREST SCOPE OF DISCLOSURE
(For use in preparing California Form 700)

Investments: “Investment” means a financial interest in any business entity engaged in the business of [insert types of businesses, e.g., if CONSULTANT is working on a public works project, he or she should disclose investments in contracting firms, building material suppliers, design firms, etc.]

Real Property: “Real property” interests are limited to real property in the City of Coronado, wherever located.

Sources of Income: “Sources of income” means income (including loans, business positions, and gifts) of the CONSULTANT, or the CONSULTANT’s spouse or domestic partner in excess of $500 or more during the reporting period from sources that are business entities engaged in the business of [insert types of businesses, e.g., if CONSULTANT is working on a public works project, he or she should disclose investments in contracting firms, building material suppliers, design firms, etc.]
ATTACHMENT C

GENERAL PLAN HEU

Contract No. 20-PS-CD-02

PAYMENT FOR SERVICES

A. PAYMENT FOR SERVICES: Payments to the CONSULTANT for the DESCRIBED SERVICES shall be made in the form of monthly payments due for the percentage of work performed on each Phase as a percentage of the total fee for the Phase. Percentage of completion of a Phase shall be assessed in the sole and unfettered discretion of the CONTRACT OFFICER or the designated representative. All invoices submitted by the CONSULTANT shall show an hourly reconciliation of time spent on each Phase. The original invoice shall be provided for any subcontracted services. Normal processing time for payments is four (4) weeks.

For performance of each Phase or portion thereof as identified below, CITY shall pay a fixed fee associated with the Phase of the DESCRIBED SERVICES in the amount and at the time or milestones set forth. CONSULTANT shall not commence Services under any Phase, and shall not be entitled to compensation for the Phase, unless CITY shall have issued a Notice to Proceed to the CONSULTANT as to the Phase.

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B. REIMBURSABLE SERVICES – [Describe or State “None.”]
ATTACHMENT D

Contract No. 20-PS-CD-02

SCHEDULE OF SERVICES

PROJECT SCHEDULE – The Project Schedule shall be appended here.

CONSULTANT agrees to diligently pursue the work described. The following schedule contractually obligates the CONSULTANT to perform all services to meet the time duration for each Phase of work shown:

[CONSULTANT to propose a critical path schedule for approval by CITY, so that HEU update can be adopted and certified prior to April of 2021.]
ATTACHMENT E

[INSERT PROJECT NAME]

Contract No. 20-PS-CD-02

LISTING OF SUBCONSULTANTS

Listed below are any and all SUBCONSULTANTS that the CONSULTANT plans to employ under this AGREEMENT. Include DIR Contractor Registration Numbers where applicable. No change is allowed without the prior approval of the CONTRACT OFFICER.

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