CITY OF CORONADO

Request for Proposals (RFP)

for

Preparation of a Sea Level Rise Vulnerability Assessment and an Adaptation Plan

March 2, 2020
I. INTRODUCTION

The City of Coronado, California, invites Proposals from qualified consulting firms to prepare a Sea Level Rise (SLR) Vulnerability Assessment and Adaptation Plan (Plan). The Plan will be developed in two phases, beginning with the Vulnerability Assessment and followed by an Adaptation Plan. The final SLR Plan will be bound into a single document to include both studies.

The Vulnerability Assessment will include development of sea level rise projections through the year 2100 based on the best available science, an inventory of vulnerable public and private assets by time horizon, categorizing assets by their public importance, estimating the value of at-risk assets by time horizon, public engagement and meeting facilitation, and public hearing attendance. The Adaptation Plan will include development of a range of potential adaptation measures with a focus on addressing at-risk critical infrastructure and other high priority assets, estimated costs for implementation, and a qualitative cost-benefit analysis of identified adaptation measures.

The public engagement process will include outreach with affected property owners and other stakeholders, including the U. S. Navy and Port of San Diego, California State Lands Commission, and Coronado’s citizenry. This effort may include stakeholder interviews, focus groups, public workshops, and on-line questionnaires.

II. BACKGROUND

The City of Coronado (City) is an approximately 7.7 square mile city situated in the northwestern portion of San Diego Bay directly across from downtown San Diego in San Diego County (Figure 1). Approximately 70% of the City’s total land area is occupied by the U. S. Navy, Port of San Diego, and California State Parks, which are not subject to the City’s land use jurisdiction. The entire City is located within the California Coastal Zone.

Coronado is connected to the mainland by a natural land bridge, called the Silver Strand, that extends southerly a distance of approximately nine miles to the City of Imperial Beach. This land bridge separates the Pacific Ocean on the west from the Bay, located to the east. The City’s limits extend from Naval Air Station North Island (NASNI) south along the Silver Strand to the City of Imperial Beach. Coronado Island is connected to downtown San Diego by the two-mile long San Diego-Coronado Bridge (Highway 75).

With its island-like geography, Coronado is particularly vulnerable to impacts from SLR. Highway 75 along the Silver Strand is a critical, low, and narrow isthmus approximately seven miles long that connects Coronado with Imperial Beach and the greater San Diego region and which accommodates approximately 24,500 average daily trips. Highway 75 also serves as direct access between NASNI and Naval Base Coronado Coastal Campus. Other important at-risk infrastructure along the Silver Strand includes portions of the 24-mile Bayshore Bikeway and water and wastewater facilities. The Silver Strand includes dedicated open space which supports native habitat and sensitive wildlife species.
The Village area of Coronado, located between the San Diego-Coronado Bridge and the Silver Strand, is vulnerable to SLR along its exposures to both the San Diego Bay and the Pacific Ocean. Low lying areas along First Street, Third Street, Pomona Avenue, Glorietta Boulevard, and Ocean Boulevard, among others, are vulnerable to flooding during major rain events, leading to impacting roadways, important infrastructure, utilities, and recreational facilities.

The City of Coronado is seeking proposals for consultant services to prepare an SLR Vulnerability Assessment and Adaptation Plan that aligns with regional and statewide SLR planning efforts. The consultant will produce the Plan, which will be the City’s roadmap for identifying at-risk assets and addressing potential impacts of SLR. The Plan should include clear strategies to enable the City to identify, assess and plan for potential impacts of SLR in Coronado. The ideal proposal will emphasize protection and enhancement of existing assets while incorporating strategies to combat SLR.

The City expects the Plan to build on current regional studies and SLR planning efforts currently underway, within the specific context of Coronado’s municipal boundaries, and to outline specific multi-benefit implementation projects, in the short-, medium-, and long-term, to counteract the anticipated effects of SLR. Proposed strategies and projects should provide environmental, recreational, economic, transportation, and social benefits to the community.

The Plan will be funded, in part, through a Caltrans Adaptation Planning Grant of $221,000. In accordance with Caltrans requirements, the Plan must be finalized and adopted prior to February 28, 2022.

AVAILABLE RESOURCES

- San Diego Unified Port District Sea Level Rise Vulnerability and Coastal Resiliency Report: Soon to be released.
III. **SCOPE OF SERVICES TO BE PROVIDED BY CONSULTANT**

The City has set forth on RFP Exhibit 1, attached and incorporated herein by reference, an outline of services which the City anticipates the selected proposer(s) to perform. The outline of services set forth on RFP Exhibit 1 is presented for the primary purpose of allowing the City to compare proposals.

Based upon the City’s “Scope of Work” set forth on RFP Exhibit 1, the proposer shall prepare a complete description of the Scope of Work which the proposer intends to perform in order to achieve the Project Objectives. The proposer may identify services in the proposal which differ from the outline of services in RFP Exhibit 1 if the proposer believes the changes will assist the City in more efficiently and effectively achieving the City’s stated project objectives.

Each proposer’s Scope of Work should include a complete description of the Assessment and Plan proposed for the City and how it will be created, including, but not limited to: (1) timeline to complete the scope of work; (2) cost to complete the scope of work; (3) approach and components of public engagement; (4) approach and components of the Vulnerability Assessment; and (5) approach and components of the Adaptation Plan.

The precise scope of services to be incorporated into the service agreement will be based upon RFP Exhibit 1 as well as the proposer’s submission and may be the subject of negotiations between the City and the successful proposer.

IV. **SUBMITTALS**

A. **RFP CONSULTANT SELECTION PROCESS TIMELINE (TENTATIVE)**

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B. CONSULTANT'S PROPOSAL

Respondents shall prepare a Proposal, inclusive of the elements identified below, which details the firm’s capabilities and experience in developing and implementing similar SLR Assessments and Plans.

1. The size, stability, and capacity of proposer’s organization, including, at a minimum, an identification of proposer’s: (1) total number of years in operation; (2) total current number of employees; (3) number of office locations (including the location of each office); and (4) number of employees in the office location which is intended to provide the services described in the submission.

2. An identification of the proposer’s experience performing services for projects of a similar size, scope, and complexity as the services required by this RFP, including an identification of: (1) the number of years the proposer has been performing similar services; and (2) the most recent projects for which the proposer has performed similar services. The list of recent projects shall include the name, contact person, address, and phone number of each party for whom the service was provided, as well as a description of the service performed, the dollar amount of the contract, and the date of performance. Similar projects can be included as separate attachments, therefore not contributing to the 50-page limit.

3. A list of the proposer’s principals, employees, agents, and subconsultants which the proposer intends to assign to this program. This list shall include a summary of the qualifications (including education, training, licenses, and experience) of each individual; the approximate number of hours each will devote to the program; and the type of work to be performed by each individual. The City will retain under its agreement with the successful proposer the right of approval of all persons performing under the agreement.

Initial ranking of the Proposals 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 Sea Level Rise Vulnerability Assessment Adaptation Planning experience of similar scope and complexity in coastal California;
- 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 the 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;
- 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;

Demonstration of expertise in data research, collection and analysis as well as energy management, conservation, planning, and sustainability or related fields;

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 (3).

C. SUBMITTAL CONTENT

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

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

- **Summary of Qualifications/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. and addressing the desired qualifications identified in Section IV. B.

- **Conflict of Interest Statement:** The proposing Consultant shall disclose any financial, business, or other relationship with the City of Coronado that may have an impact upon the outcome of the contract or the project. The Consultant shall also list current clients who may have a financial interest in the outcome of this contract or the assessment and plan that will follow.

- **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 Assessment and Adaptation Plan, including report sample 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 for consultant and any subconsultants working on the project should be provided. The Project Manager’s qualifications, roles and responsibilities shall be highlighted.

• **Proposed Scope of Work:** Provide a complete description of the Scope of Work, inclusive of services and tasks identified in Exhibit 1, as well as any additional recommended services the respondent believes will assist the City, and which the proposer intends to perform in order to achieve the Project Objectives. The methodology, including a description of the work, the overall approach and specific techniques that will be used, as well as specific administrative and operational techniques that will be employed should be noted.

• **Fee Proposal:** Submit a Fee Proposal, with an itemized breakdown (Attachment 1). The itemized breakdown shall show 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 Submittals and develop a “short-list” of the most qualified firms and proposals. 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 “Consultant’s Qualifications,” final selection interviews will focus on the following criteria:

• Expressed understanding of the work contemplated.
• Demonstrated expertise in SLR Assessment and Planning.
• Quality of the proposed planning team leader and key personnel. 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 key personnel 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.
• Cohesiveness of Proposed Scope of Work and its ability to allow the City to achieve its stated goals.
A. SELECTION CRITERIA

Each submittal shall be evaluated as to the consultant’s or consultant team’s capabilities and experience to perform the Assessment and Plan development services. Proposals will be rated based upon a 100-point scale using the following criteria:

(30) **Capabilities, Experience and Past Performance:** Each firm will be evaluated on its demonstrated capabilities to provide Assessment and Plan consulting services to the City. Past performance of similar types of work will be reviewed and judged based upon the quality of work and adherence to schedule.

(30) **Cost Proposal:** Each firm will be evaluated on the competitiveness of its pricing. Provide a fee schedule for the duration of the contract. The fee schedule shall specifically identify the hourly rates to be charged for all staff-level classifications of personnel who will provide the required services. Any reimbursable fees or other costs shall be noted. Provide a breakdown of requested services identified within the scope of work, including total cost to perform the work in its entirety and a breakdown of costs for individual tasks.

(10) **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.

(10) **Ability to Accomplish Work:** Each firm will be evaluated on its ability to provide quality professional SLR 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, in the ability to accomplish the work, and actual proposed work to accomplish the City’s stated goals.

(10) **Local Experience:** Each firm will be evaluated on its familiarity with San Diego County and local codes, regulations, procedures, and infrastructure requirements.

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

(5) **Other:** Each firm will be evaluated on any supportive information that demonstrates its 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.

All responses to this RFP become property of Coronado and will be kept confidential until a recommendation for award of a contract has been announced.
Thereafter, submittals are subject to public inspection and disclosure under the California Public Records Act (CA Govt. Code Sections 6250 et seq). Therefore, unless the information is exempt from disclosure by law, the content of any submittal, request for explanation, exception, or substitution, response to these specifications, protest, or any other written communication between the City of Coronado and any respondent regarding the procurement, shall be available to the public.

**RFP Protest Appeal Procedure:** Pursuant to Public Contract Code 10345, if the City shall notify non-selected entities at least five working days prior to the award of contract via internet transmission. The following appeal procedure shall apply:

1. The notice of the proposed award shall be posted on the City’s website, on the Public Bids, RFPs, and RFQs webpage located at the following address at least five working days prior to the award of the contract:


2. Within five days after filing the protest, the protesting respondent shall file with the Community Development Department a full and complete written statement specifying the grounds for the protest. Pursuant to PCC, protests shall be limited to the following grounds:

   A. The City failed to follow the procedures specified in either subdivision (b) or (c) of Public Contract Code Section 10344.

   B. The City failed to apply correctly the standards for reviewing the format requirements or evaluating the proposals as specified in the request for proposal.

   C. The City used the evaluation and selection procedure in Subdivision (b) of Section 10344, but is proposing to award the contract to a bidder other than the lowest responsible bidder.

   D. The City used the evaluation and selection procedure in Subdivision (c) of Section 10344, but failed to follow the methods for evaluating and scoring the proposals specified in the request for proposal.

   E. The City used the evaluation and selection procedure in Subdivision (c) of Section 10344, but is proposing to award the contract to a bidder other than the bidder given the highest score by the state agency evaluation committee.

3. The Director of Community Development shall convene a panel comprising at least one other staff to review the written statement and make a determination to uphold or deny the protest based upon the aforementioned criteria.
4. The review panel shall provide a written response to the protest within five business days of receipt of the protestor’s written statement. The contract shall not be awarded until either the protest has been withdrawn or the Department has decided the matter.

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. Proposals with a lesser scope must include that information at the beginning of the submittal.

The fee proposal for the project is required as a part of this RFP. 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.

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. PRE-SUBMITTAL MEETING

A pre-submittal meeting will not be held for this project.

VIII. PROCEDURES FOR SUBMISSION

QUESTIONS: Any questions or requests for clarifications should be submitted in writing to procurement@coronado.ca.us on or before 5:00 p.m. on Wednesday, March 11, 2020. Responses will be posted on the City’s website - https://www.coronado.ca.us/cms/One.aspx?portalId=746090&pageId=3066265 - on or before Monday, March 16, 2020.
Proposals shall be submitted to:

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

The deadline for receipt of Proposals is: **5:00 p.m., Thursday, April 2, 2020**.

**Submittals shall be either be mailed, couriered, or hand delivered. Faxed statements will not be accepted.** For additional information regarding this Request for Qualifications, contact Richard Grunow, Director of Community Development, at (619) 522-7338 weekdays between the hours of 8:00 a.m. and 5:00 p.m.
CITY OF CORONADO

Sea Level Rise Vulnerability Risk Assessment and Adaptation Plan

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: __________________________________________

SLR Vulnerability Assessment & Adaptation Plan

Vulnerability Assessment:

1) Key Task 1 $_________

2) Key Task 2 $_________

3) $_________

Adaptation Plan:

4) Key Task 4 $_________

5) Key Task 5 $_________

6) $_________

Total Fee $_________

NOTES:
1. Attach a fee proposal breakdown showing how the fee was established.
2. Submit this form and all backup material as a part of your submittal.
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, LLC, LP, Partnership, Sole Proprietorship, DBA] 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 prepare a Sea Level Rise (SLR) Vulnerability Assessment and Adaptation Plan (Plan). These services generally consist of project management and administration related to the development of an Assessment and Plan addressing sea level rise. The work to be performed by CONSULTANT shall be referred to herein as the “DESCRIBED SERVICES.”

CONSULTANT represents itself as being a professional planning and environmental services 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 _________, 20___, 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 Manager shall serve as the CITY’s “Contract Officer” for this AGREEMENT and the Director of Community Development shall serve as the Project Manager. The Contract Officer has the authority to direct the CONSULTANT, approve actions, request changes, and approve additional services, work orders and modifications up to $30,000.

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 three years. 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.

1.5 Renewal or Extension Provisions. This AGREEMENT shall be in effect for a term of three (3) years with two (2) one-year renewal options upon mutual consent. Prices shall remain firm for the first year of the AGREEMENT. Subsequent to the first year, and upon mutual agreement, an annual price increase, no greater than the Consumer Price Index for the San Diego Region, may be implemented. The CITY shall have the option to extend the AGREEMENT, if agreed to by the CONSULTANT.

2.0 CONSULTANT'S OBLIGATIONS AND SCOPE OF WORK

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.

13.7 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 Reserved.

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.** During the performance of this RGA, the CONSULTANT, its contractors, its subrecipients, and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. AGENCY shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

CONSULTANT shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code,§ 12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., Title 2, § 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, §§ 11135-11139.5), and the regulations or standards adopted by CALTRANS to implement such article.

CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing, CALTRANS, and/or the CITY, upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours’ notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or CALTRANS shall require to ascertain compliance with this clause.

CONSULTANT and its consultants, its subconsultants, and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements with all of same that each of them in turn include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under the AGREEMENT.

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.
16.8 Americans with Disabilities Act. CONSULTANT assures that in the course of performing Project work, it will fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 USC 12101 et seq.).

16.9 Public Works Contract. Reserved.

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 Department  
   1825 Strand Way  
   Coronado, CA 92118  
   Attn.: Rich Grunow, Director  
   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.** Reserved.

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.


20.1 CONSULTANT agrees, and will assure that its contractors, sub-recipients, and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items and (b) and (b) all parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements; Cost Principles, and Audit Requirements for Federal Awards. Every sub-recipient receiving Project funds as a consultant, contractor, subcontractor or subconsultant under this AGREEMENT shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards to the extent applicable.

20.2 Any Project costs for which CONSULTANT has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, and/or Part 48, Chapter 1, Part 31, are subject to repayment by CONSULTANT to CITY. Should CONSULTANT fail to reimburse moneys due CITY within 30 days of discovery or demand, or within such other period as may be agreed in writing between the parties hereto, CITY is authorized to intercept and withhold future payments due CONSULTANT from CITY.

20.3 Prior to CONSULTANT seeking reimbursement of indirect costs, CONSULTANT must have identified the estimated indirect cost rate per federal, state and local guidelines, and submit annually to CITY for review and approval an indirect cost rate proposal and a central service cost allocation plan (if any) in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Chapter 5 of the Local Assistance Procedures Manual which may be accessed at https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch05.pdf.

21. **Records Retention / Audits.** CONSULTANT, its contractors, subcontractors and sub-recipients, agree to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

CONSULTANT, its contractors, subcontractors and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of CONSULTANT, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of CONSULTANT, its contractors, subcontractors and sub-recipients connected with Project performance under this AGREEMENT shall be maintained for a
minimum of three (3) years from the date of final payment to CONSULTANT and shall be held open to inspection, copying, and audit by representatives of CALTRANS, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by CONSULTANT, its contractors, its subcontractors and sub-recipients upon receipt of any request made by CITY or its agents.

CITY will rely to the maximum extent possible on any prior audit of CONSULTANT pursuant to the provisions of State and CITY law. In the absence of such an audit, any acceptable audit work performed by CONSULTANT’S external and internal auditors may be relied upon and used by the CITY when planning and conducting additional audits.

For the purpose of determining compliance with applicable State and CITY law in connection with the performance of CONSULTANT’S contracts with third parties pursuant to GC Section 8546.7, CONSULTANT, its sub-recipients, contractors, subcontractors, the CITY and CALTRANS shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts.

All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire Project period and for three (3) years from the date of final payment to CONSULTANT under this AGREEMENT. The CITY, CALTRANS, the California State Auditor, or any duly authorized representative of CALTRANS or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a Project for audits, examinations, excerpts, and transactions, and AGENCY shall furnish copies thereof if requested.

CONSULTANT, its sub-recipients, contractors, and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by CALTRANS, for the purpose of any investigation to ascertain compliance with this AGREEMENT.

Additionally, all grants may be subject to a pre-award audit prior to execution of the AGREEMENT to ensure AGENCY has an adequate financial management system in place to accumulate and segregate reasonable, allowable and allocable costs.


23. Drug Free Workplace Certification. By signing this AGREEMENT, CONSULTANT certifies under penalty of perjury under the laws of California that CONSULTANT will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code Sections 8350 et seq.) and will provide a Drug-Free workplace by doing all of the following:

Publish a statement notifying employees that unlawful manufacture, distribution, dispensation possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

Establish a Drug-Free Awareness Program as required by GC Section 8355(a)(2) to inform employees about all of the following:
1) The dangers of drug abuse in the workplace.

2) The person’s or organization's policy of maintaining a Drug-Free workplace;

3) Any available counseling, rehabilitation, and employee assistance programs.

4) Penalties that may be imposed upon employees for drug abuse violations.

Provide, as required by Government Code Section 8355(a)(3), that every employee who works on the proposed contract or grant:

1) Will receive a copy of the company’s Drug-Free policy statement.

2) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

Failure to comply with these requirements may result in suspension of payments under this AGREEMENT or termination of this AGREEMENT or both, and CONSULTANT may be ineligible for the award of any future state contracts if CITY determines that any of the following has occurred: (1) CONSULTANT has made a false certification or, (2) CONSULTANT violates the certification by failing to carry out the requirements as noted above.


1) Upon completion of all Work under this AGREEMENT, all intellectual property rights, ownership, and title to all reports, documents, plans, specifications, and estimates, produced as part of this AGREEMENT, associated with the RGA between the CITY and CALTRANS will automatically be vested in CALTRANS and CITY and no further agreement will be necessary to transfer ownership to CALTRANS and CITY. The CONSULTANT, its contractors, subcontractors, and subrecipients, shall furnish CITY and CALTRANS all necessary copies of data needed to complete the review and approval process.

2) It is understood and agreed that all calculations, drawings, and specifications, whether in hard copy of machine-readable form, are intended for one-time use in the Project for which this AGREEMENT has been entered into.

3) CONSULTANT, its contractors, subcontractors, and subrecipients, are not liable for claims, liabilities, or losses arising out of, or connected with, the modification or misuse by CALTRANS of the machine-readable information and data provided by CONSULTANT, its contractors, subcontractors, and subrecipients, under this AGREEMENT; further, CONSULTANT, its contractors, subcontractors, and subrecipients, are not liable for claims, liabilities or losses arising out of, or connected with, any use by CALTRANS of the Project documentation on other projects, for additions to this Project, or for the completion of this project by others, excepting only such use as may be authorized, in writing, by CONSULTANT, its contractors, subcontractors, and subrecipients.

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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: ______________________________
    [Insert Name of Individual Signing Form]
    [Title]

APPROVED AS TO CONTENT:

By: ______________________________
    Richard Grunow, Director       Date

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

APPROVED AS TO FORM:

By: ______________________________
    Johanna Canlas, City Attorney  Date

ATTEST:

By: ______________________________
    Jennifer Ekblad, 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
I. General Specifications

The City of Coronado, with the assistance of a qualified and experienced Consultant, intends to prepare a Sea Level Rise (SLR) Vulnerability Assessment and Adaptation Plan (Plan). The Plan will be developed in two phases, beginning with the Vulnerability Assessment and followed by an Adaptation Plan. The final SLR Plan will be bound into a single document to include both studies.

The project area shall be confined by the City of Coronado municipal boundary. The report will not assess SLR vulnerability or adaptation strategies for properties under the jurisdiction of the U. S. Navy, State of California, or Port of San Diego.

The Vulnerability Assessment will include development of sea level rise projections through the year 2100 based on the best available science, an inventory of vulnerable public and private assets by time horizon, categorizing assets by their public importance, estimating the value of at-risk assets by time horizon, public engagement and meeting facilitation, and public hearing attendance. The Adaptation Plan will include development of a range of potential adaptation measures with a focus on addressing at-risk critical infrastructure and other high priority public assets, estimated costs for implementation, and a cost-benefit analysis of identified adaptation measures.

The public engagement process will include outreach with affected property owners and other stakeholders, including the U. S. Navy and Port of San Diego, California State Parks, and Coronado’s citizenry. This effort may include stakeholder interviews, focus groups, public workshops, and on-line questionnaires.

The project will be partially funded through a $221,000 Caltrans Adaptation Planning Grant. Accordingly, the SLR Plan should include an extensive evaluation of potential impacts and possible adaptation strategies for critical transportation infrastructure, including State Routes 75 and State Route 282.

II. Project Specifications

A. PROJECT INITIATION AND DATA GATHERING

Task 1: Project Kick-off Meeting

The Consultant shall attend a project kick-off meeting with City staff and Caltrans staff to discuss details of the project, grand procedures and requirements, and project expectations.

Task 2: Review Existing Conditions, Available Data, and Reports

Prior to initiating work on the Sea Level Rise Vulnerability Report, the Consultant shall review
existing conditions, available data, and other sea level rise studies and reports prepared for nearby San Diego Bay agencies to facilitate development of Coronado’s SLR study.

**Task 3: Prepare a Community Outreach Plan**

In close coordination with City staff, the Consultant shall be responsible for preparing a community outreach plan and lead public engagement efforts to inform residents of the Plan and to solicit public feedback to facilitate development of a Plan that meets the community’s visions and values. The community outreach plan should be a brief document which outlines the engagement objectives, strategy, outreach formats, tools and approaches used to ensure active participation, and a tentative schedule.

It is anticipated that community outreach will include engagement with Coronado residents, businesses, interest groups, the U. S. Navy, Port of San Diego, and State Parks. At a minimum, the Community Outreach Plan shall include at least (2) public workshops and a public survey.

The community outreach plan shall be submitted in draft form to City staff to review and comment. Based on staff comments, the Consultant shall incorporate revisions and submit a final copy. The Consultant shall provide City staff with a digital copy of the proposed community outreach plan.

**Task 4: Compilation of Existing Land Use and Infrastructure Data**

The Consultant shall compile existing land use and infrastructure data within the City of Coronado. Assets to be compiled include, but are not limited to, streets, bridges, sidewalks, bike paths, water, wastewater, and storm water facilities, environmentally sensitive areas, coastal protection structures (jetties, riprap, seawalls, etc.), and public and private land uses.

**Task 5: Attend a Stakeholder Coordination Meeting**

The Consultant shall attend a stakeholder coordination meeting with representatives of neighboring public agencies. Participants may include, but may not be limited to, the U. S. Navy, California State Parks, Port of San Diego, and SANDAG.

**Task 6: Field Reconnaissance and Investigations**

The Consultant shall perform field investigations to address any gaps in data from Task 4 and to assess the condition of existing coastal protection structures and water control structures. The Consultant shall prepare a photographic inventory of all coastal protection structures and develop an estimate of their structural life expectancy.

**Task 7: Prepare an Online Public Survey**

In consultation with City staff, the Consultant shall prepare an online survey to solicit public comment on vulnerable assets, facilities, and infrastructure, priorities for adaptation efforts, preferences for adaptation strategies, etc.

**B. PREPARE A SEA LEVEL RISE VULNERABILITY REPORT**

**Task 1: Preparation of a Comprehensive Land Use and Infrastructure Map**
Based on work completed in Tasks A.2 - A.6, the Consultant shall prepare a comprehensive land use and infrastructure map. The Consultant shall provide City staff with GIS and .pdf files of the comprehensive land use and infrastructure map.

**Task 2: Develop Coastal Hazard Maps**

Using established and accepted modeling protocols (such as CoSMoS), the Consultant shall develop coastal hazard maps to illustrate the projected low, medium, and high sea level rise projections for 2035, 2050, and 2100. The maps shall include, but not necessarily be limited to, coastal hazards presented by rising tides, coastal storm flooding, and erosion. The Consultant shall prepare individual maps for each identified coastal hazard and a comprehensive hazard map by time horizon. The Consultant shall provide City staff with GIS and .pdf files of the coastal hazard maps.

**Task 3: Inventory Vulnerable Assets, Facilities, Infrastructure, and Properties**

Based on work completed in Tasks B.1 and B.2, the Consultant shall identify and inventory all public and private assets and infrastructure by time horizon. This task shall also include a qualitative analysis of relative vulnerability of each asset based upon whether the resource would experience temporarily impacts, minor structural damage, or a complete failure/loss. Information developed through this effort shall be presented in table format which lists all identified vulnerable assets, the type of coastal hazard causing vulnerability, and the time horizon of expected vulnerability.

**Task 4: Prepare Replacement Value Estimates of Vulnerable Assets**

The Consultant shall prepare an estimate of the replacement value of vulnerable assets and infrastructure identified in Task B.3. The estimate shall include an estimated inflation factor. The estimated replacement values shall be incorporated into the inventory table prepared under Task 3.

**Task 5: Qualitative Risk Assessment**

The Consultant shall evaluate potential consequences of projected sea level rise to the transportation system, disruption to emergency services (police, fire protection, medical services, and emergency evacuation, etc.), social consequences (impacts to public health and safety), and economic and financial impacts.

**Task 6: Prepare Administrative Draft Sea Level Rise Vulnerability Report**

The Consultant shall submit an administrative draft sea level rise vulnerability report for internal City staff review and comment. Based on staff comments on the administrative draft, the Consultant shall edit the report to City staff’s satisfaction.

**Task 7: Attend City Council Hearing**

Following completion of the administrative draft, the Consultant shall attend a City Council hearing to present their report and findings.

**Task 8: Prepare a Public Review Draft Sea Level Rise Vulnerability Report**

Based on feedback from the City Council hearing, the Consultant shall make any necessary revisions
to the administrative draft and prepare a public review Sea Level Rise Vulnerability Report. The Consultant shall provide ten (10) comb-bound hard copies of the report.

Task 9: Community Meeting

The Consultant shall present the draft Sea Level Rise Vulnerability Report and its findings at a community meeting. The Consultant shall be responsible for preparing flyers and other promotional materials prior to the meeting. City staff will secure a meeting facility and conduct all public noticing for the event.

C. PREPARE A SEA LEVEL RISE ADAPTATION REPORT

Task 1: Categorize and Prioritize Vulnerable Assets and Infrastructure
In coordination with City staff, the Consultant shall categorize vulnerable assets (public and private) and infrastructure by their vulnerability time horizon and relative importance in terms of public safety, economic value, and potential for replacement and/or relocation. Public assets and resources shall generally be assigned with a higher priority designation.

Task 2: Develop Adaptation Strategies

The Consultant shall develop a draft “toolbox” list of potential adaptation strategies to protect vulnerable assets, mitigate the effects of projected sea level rise, and/or relocate critical facilities and infrastructure. Adaptation strategies should include both natural and engineered adaptation alternatives, as applicable. Potential adaptation strategies should be described both generally within the context of how they can be used to address the effects of sea level rise and specifically how they may be employed to mitigate potential impacts on vulnerable assets and infrastructure. To the extent possible and effective, multiple strategies should be identified to address each vulnerable asset.

Task 3: Develop Cost-Benefit Analysis for Adaptation Strategies

The Consultant shall prepare a cost-benefit analysis of each potential adaptation strategy. The analysis shall include cost estimates (including inflation) for each identified adaptation strategy. The analysis should also account for avoided costs due to successful adaptation implementation and co-benefits of adaptation strategies (e.g., ecological and social benefits).

Task 4: Community Meeting

The Consultant shall attend a community meeting to present potential adaptation strategies, priorities, and estimated costs and to solicit public feedback and comments.

Task 5: Administrative Draft Sea Level Rise Adaptation Report

The Consultant shall submit an administrative draft sea level rise vulnerability report for internal City staff review and comment. Based on staff comments on the administrative draft, the Consultant shall edit the report to City staff’s satisfaction.

Task 6: Attend City Council Hearing

Following completion of the administrative draft, the Consultant shall attend a City Council hearing
to present its report and findings.

D. PREPARE CONSOLIDATED SEA LEVEL RISE VULNERABILITY AND ADAPTATION REPORT

Task 1: Public Review Draft Sea Level Rise Vulnerability and Adaptation Report

Based on feedback from the City Council hearing, the Consultant shall make any necessary revisions to the administrative draft and prepare a public review Sea Level Rise Adaptation and Vulnerability Report under a single cover. The Consultant shall provide ten (10) comb-bound hard copies of the report.

Task 2: Community Meeting

The Consultant shall present the draft Sea Level Rise Vulnerability and Adaptation Report and its findings at a community meeting. The Consultant shall be responsible for preparing flyers and other promotional materials prior to the meeting. City staff will secure a meeting facility and conduct all public noticing for the event.

Task 3: City Council Adoption Hearing

The Consultant shall attend a City Council hearing to present the final Sea Level Rise Vulnerability and Adaptation Report for adoption. If applicable, the Consultant shall incorporate any final edits to the report as directed by the City Council.

Task 4: ADDITIONAL PUBLIC HEARINGS AND OUTREACH

In addition to the three (3) City Council meetings and three (3) community meetings previously described, the Consultant shall provide a cost estimate to attend an additional two (2) public hearings and a total of three (3) community meetings and/or focus group meetings.
SAMPLE AGREEMENT ATTACHMENT B

Sea Level Rise Vulnerability and Adaptation Plan Preparation

Contract No. [Insert Contract Number]

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 Government Code Section 87103. 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\(^1\)” 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;

Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;

Authorize the CITY to enter into, modify, or renew a contract, provided it is the type of contract that requires CITY approval;

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;

Grant CITY approval of a plan, design, report, study, or similar item;

Adopt, or grant City approval of, policies, standards, or guidelines for the CITY, or for any subdivision thereof; or

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 __________________________

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

INSERT PROJECT NAME

Contract No. [Insert Contract Number]

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.]
SAMPLE AGREEMENT ATTACHMENT C

FEE SCHEDULE

CITY OF CORONADO

Contract No. 20-PS-CD-0107

A. PAYMENT FOR SERVICES: Payments to the CONSULTANT for the DESCRIBED SERVICES shall be made in the form of monthly payments due for each sub-task on a percentage of the total fee. Percentage of completion of each sub-task 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 sub-task and will be billed against this work order. The original invoice shall be provided for any subcontracted services. Normal processing time for payments is four (4) weeks.

For performance of each sub-task or portion thereof as identified in the sub-task authorization letter, CITY shall pay per the agreed upon compensation as stated therein.

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Total: $

Reproduction, deliveries, mileage and similar outside expenses will be billed at cost plus 15%, but shall not exceed $50. Travel and per diem reimbursements and third-party contract reimbursements to subrecipients, contractors, and subcontractors will be allowable as Project costs only after those costs are incurred and paid for by the subrecipients, contractors, and subcontractors. Travel expenses and per diem rates for subcontractors shall be reimbursed pursuant to Section III-Payment and Invoicing, Item 14c, above.
SAMPLE AGREEMENT ATTACHMENT D

SCHEDULE

CITY OF CORONADO

Contract No. 20-PS-CD-0214

PROJECT SCHEDULE

CONSULTANT agrees to diligently pursue the work described. The schedule as described in the sub-task authorization letters contractually obligates the CONSULTANT to perform all services to meet the time duration for sub-task shown unless otherwise approved by CITY:

Project schedule, major milestones to be inserted here.
SAMPLE AGREEMENT ATTACHMENT E

SUBCONSULTANTS/SUBCONTRACTORS

CITY OF CORONADO

Contract No. 20-PS-CD-0214

listed below are any and all subconsultants and subcontractors which the CONSULTANT plans to employ under this AGREEMENT. No change is allowed without the prior approval of the Contract Officer.

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E. B. PREPARE A SEA LEVEL RISE VULNERABILITY REPORT

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C. PREPARE A SEA LEVEL RISE ADAPTATION REPORT

Task 1: Categorize and Prioritize Vulnerable Assets and Infrastructure

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