

# Request for Proposals

## Downtown Vallejo Specific Plan Update & Environmental Review

*Funding provided by MTC/ABAG Growth Framework  
Priority Development Area (PDA) Award  
(Federal Aide No. STPLNI-6084 (232))*



*Temple Arts Lofts at Virginia and Main Streets (Credit: Yuji Morita)*

**October 27, 2025**

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*Vallejo Farmers' Market*

## Key Dates & Details

<b>RFP Issued:</b>	October 27, 2025
<b>Pre-Proposal Informational Meeting:</b>	November 5, 2025, 10:00 AM
<b>Questions Due:</b>	November 12, 2025 by 5:00 PM
<b>Responses Issued:</b>	November 21, 2025 by 5:00 PM
<b>Proposal Deadline:</b>	<b>December 12, 2025, 5:00 PM</b>
<b>Finalist Interviews:</b>	Week of January 26, 2026
<b>Project Funding for Consultant Team:</b>	\$1,190,000

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Figure 1: Map of DVSP Planning Area, PDA, and TOC boundary

## Overview

The City of Vallejo (“City”) is issuing this Request for Proposals (RFP) to solicit qualified planning firms to prepare a comprehensive update to the Downtown Vallejo Specific Plan (DVSP), along with environmental review under the California Environmental Quality Act (CEQA). Originally adopted in 2005, the DVSP was intended to guide development over a 20-year horizon. An update is now needed to reflect current conditions, community priorities, and evolving regional and state policy goals.

The updated DVSP will guide the continued revitalization of Vallejo’s historic and cultural core, including the Georgia Street corridor, Vallejo Transit Center, City Hall, and surrounding residential and commercial neighborhoods. The existing 97.2-acre DVSP area is shown in Figure 1 and lies within the broader Waterfront & Downtown Priority Development Area (PDA), designated through the Metropolitan Transportation Commission’s (MTC) Priority Development Area program.

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**Figure 2: Map of Waterfront PDMP Planning Area, PDA, and TOC boundary**

Immediately adjacent to the DVSP area is the approximately 92-acre planning area currently governed by the Vallejo Waterfront Planned Development Master Plan (PDMP), which includes the Vallejo Ferry Terminal and portions of the City's waterfront along Mare Island Way. The City is releasing separate RFPs for the DVSP update and a new Vallejo Waterfront Specific Plan (VWSP) (which will replace the existing Waterfront PDMP) concurrently. Consultants are welcome to submit proposals for one or both projects. Given their geographic proximity, overlapping issues, and shared policy context, there is potential to streamline outreach, reduce duplicative analysis, and minimize overall project costs. Proposals that recognize and address opportunities for coordination across both planning areas are strongly encouraged.

### Key Objectives

The DVSP update presents an opportunity to build on prior planning efforts and produce a new forward-looking, implementation-oriented plan that addresses emerging community needs. City staff has identified the following key objectives for the project:

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- Aligning the DVSP with the *Propel Vallejo* General Plan 2040;
- Supporting the development of a vibrant and walkable mixed-use district anchored by high-quality transit;
- Revitalizing Downtown Vallejo by enhancing its economic vitality and enriching its social, cultural, and recreational assets;
- Expanding opportunities for recreation, the arts, and multimodal mobility;
- Establishing objective design and development standards that support appropriate increases in density, building height, and form consistent with the community's vision and context; and
- Ensuring compliance with current state laws governing specific plans.

The planning process must be rooted in robust public engagement, grounded in market realities, and aligned with regional and state priorities for housing production, equitable development, and transit-oriented communities.

### City of Vallejo

Vallejo is a waterfront city located at the gateway to both the inner Bay Area and Napa Valley. It spans more than 30 square miles and boasts over 15 miles of shoreline along San Pablo Bay and the Carquinez Strait. Its central location offers proximity to major job markets, regional transportation infrastructure, and abundant recreational amenities. The city is served by multiple transportation systems, including Interstate 80, State Routes 29 and 37, the San Francisco Bay Ferry, SolTrans, and nearby connections to BART and Amtrak.

With a population of over 122,000, Vallejo is the largest city in Solano County and the tenth largest in the San Francisco Bay Area. It is also one of the most diverse cities in the country, with no single racial or ethnic majority and a nearly equal share of Hispanic, White, African American, and Asian (largely Filipino) residents. Nearly one in three residents was born outside of the United States, and the community speaks several languages, including Spanish and Tagalog.

The city lies on the ancestral lands of the Patwin and Karkin peoples and was formally established in the 1850s. Vallejo briefly served as California's state capital and grew rapidly following the establishment of the Mare Island Naval Shipyard (the first U.S. naval installation on the West Coast) in 1854. The arrival of the transcontinental railroad in 1870 solidified its role as a regional economic hub, and by the late 19th century, it had become the nation's largest wheat-shipping port.

As an early State capital and an important maritime port in the 19th Century, Vallejo also has a wealth of historic resources. The city boasts three historic districts listed on the

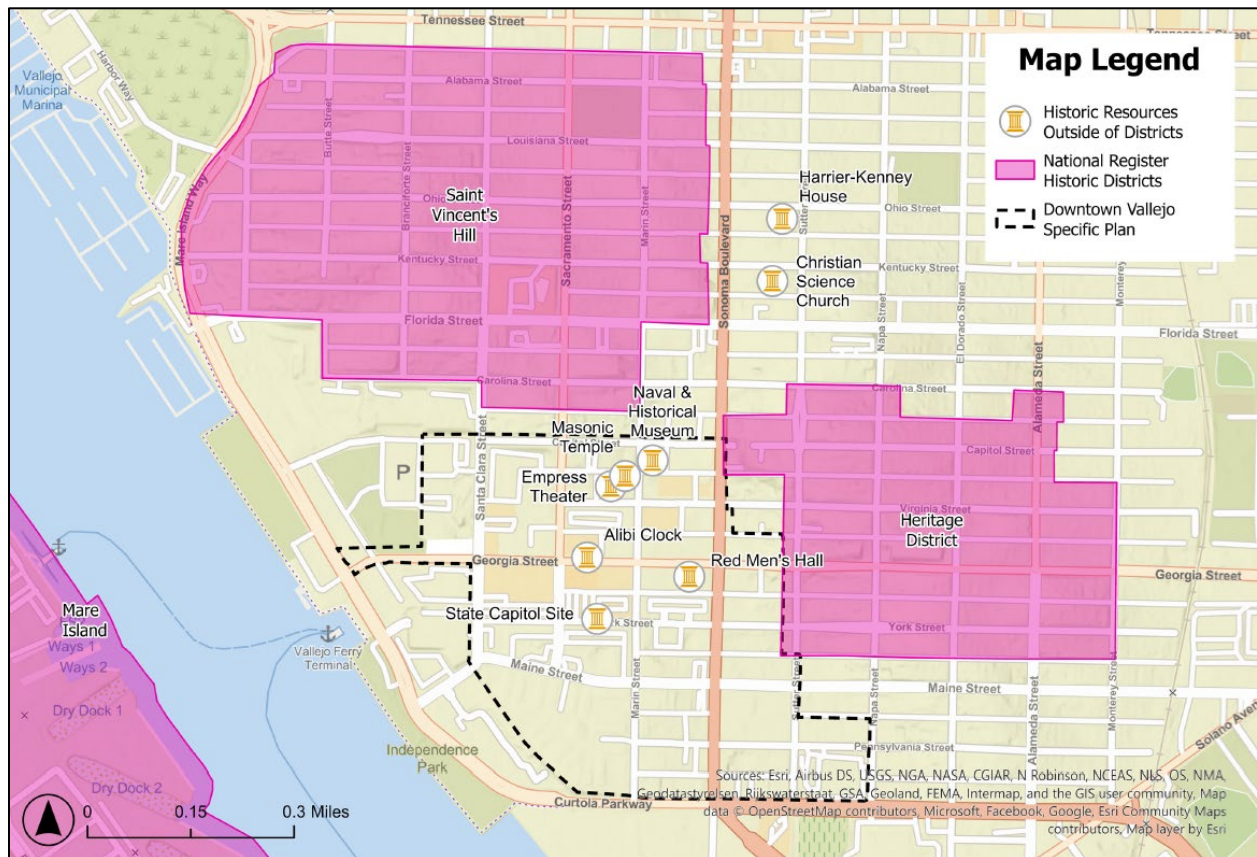


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National Register of Historic Places (Mare Island Naval Shipyard, comprised of more than 500 contributing properties; the Architectural Heritage District, with 372 properties; and the Saint Vincent's Hill Historic District, with 543 contributing properties). In addition, Mare Island contains a National Historic Landmark District. The City has also designated 75 local landmarks, 49 of which are located on Mare Island. Downtown Vallejo itself contains seven locally designated landmarks, including one listed on the National Register and two on the California Register of Historical Resources.



**Figure 3: Map of Historic Resources and Districts near Downtown & Waterfront**

Downtown and the waterfront have long anchored Vallejo's civic and commercial life. Investment in rail and maritime infrastructure spurred a building boom in the early 20th century, with much of downtown reconstructed between 1910 and 1920. The city expanded throughout the 20th century with suburban neighborhoods such as Glen Cove, Northgate, and Hiddenbrooke, bringing new homes, retail centers, and employment uses. The resumption of direct ferry service to San Francisco in 1986 further reinforced Vallejo's role as a transit-accessible city with strong regional connections.

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The 1996 closure of the Mare Island Shipyard marked a turning point in the city's economy. In the decades since, Vallejo has worked to diversify its economic base while investing in placemaking, infrastructure, and adaptive reuse. The city has increasingly attracted a growing population of artists, entrepreneurs, and manufacturers, particularly in the downtown core and on Mare Island. Vallejo is also home to major educational institutions, including the California Maritime Academy, Solano Community College, and Touro University, as well as regional attractions like Six Flags Discovery Kingdom and the Solano County Fairgrounds. Major employers include Kaiser Permanente, Sutter Health, Touro University, and Factory OS, a leader in modular housing production. Vallejo's relative affordability, strategic location, and scenic waterfront continue to draw new residents, businesses, and investment.

### Propel Vallejo General Plan

Adopted in 2017, the *Propel Vallejo* General Plan guides long-term land use, infrastructure investment, and policy direction through 2040. It envisions Vallejo as a city anchored by a vibrant Downtown and Waterfront – serving as both the civic heart of the community and a regional destination.

#### ***Downtown Vision***

The General Plan envisions Downtown Vallejo as a thriving, walkable district that serves as a hub for residents, workers, students, and tourists. As part of this vision, the area supports a diverse housing mix (including market-rate condominiums, live/work units for creatives, and senior housing) that contributes to a vibrant urban fabric. The General Plan calls for infill mixed-use development along Virginia, Georgia, and York Streets to bring new housing, retail, and office space within walking distance of the Vallejo Transit Center and Ferry Terminal. It also identifies larger parcels along York and Virginia Streets as potential sites for a college campus or student union. A dedicated arts and entertainment district, anchored by the historic Empress Theater, is envisioned to celebrate and support Vallejo's creative economy.

#### ***Urban Design and Activity***

The General Plan envisions buildings in Downtown rising generally three to six stories, with active ground-floor uses (e.g., shops, restaurants, services) and residential or office uses above. This scale and mix are intended to create a critical mass that fosters "café culture," innovation, and small business growth.





*Empress Theatre (Credit: Yuji Morita)*

### ***Downtown – Waterfront Connections***

The General Plan calls for enhanced physical and visual connections between Downtown and the Waterfront via extensions and paseos along Maine, Georgia, and Capitol Streets. Streetscape improvements and pedestrian amenities are intended to support seamless access between transit assets, the civic core, and shoreline parks.

### ***Transit-Oriented Development***

Transit-oriented development is central to the General Plan vision for Downtown. The General Plan promotes office, retail, and visitor-serving uses near the Vallejo Transit Center and Ferry Terminal to reinforce multimodal connectivity and activate the area. Between Maine and Capitol Streets, the General Plan envisions mixed-use buildings that bridge Downtown and the Waterfront, with stepped-down building heights near the shoreline to preserve sunlight access and key public view corridors.

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### ***Relevance to this RFP***

The vision expressed in the General Plan provides important context for the DVSP update. Proposers are encouraged to review the General Plan and the adopted 6th Cycle Housing Element to familiarize themselves with relevant policy frameworks. The DVSP update is expected to implement and refine the General Plan vision through updated land use regulations, including objective design and development standards, as well as infrastructure or capital improvement recommendations.

### **Scope of Work**

The following is a preliminary outline of the anticipated tasks for this project. It is intended to serve as a foundation for proposer responses and should not be considered exhaustive. Proposers are encouraged to build upon this outline by submitting a detailed scope of work that reflects their team's proposed methodology, technical expertise, and unique qualifications. The City is interested in approaches that demonstrate innovation, responsiveness to community and stakeholder input, and alignment with applicable local, regional, and state policy objectives. The overall planning process is expected to be completed within a two-year timeframe and will run in parallel with the VWSP to ensure consistency and coordination across the two planning areas.

As part of this effort, the City seeks to resolve several geographic and policy alignment issues that affect the DVSP area. Notably, the boundaries of the DVSP and the PDA are not currently aligned. The selected consultant team will evaluate potential boundary adjustments to ensure consistency between the two designations. In addition, a portion of the DVSP area along Sonoma Boulevard (between Capitol Street and Curtola Parkway) is also covered by the Sonoma Boulevard Specific Plan (SBSP), while another portion along Georgia Street (west of Santa Clara Street) falls within the existing Waterfront PDMP area. These overlaps create implementation challenges and should be addressed through the update process to clarify policy direction, land use designations, and zoning.

The City is also concurrently advancing General Plan amendments focused on environmental justice and climate resilience, consistent with Senate Bill 1000 and recent state guidance. The environmental justice component will address long-standing inequities related to air quality, access to affordable housing and healthy food, public facilities, and civic engagement, particularly in communities disproportionately impacted by pollution and disinvestment. The climate resilience amendments will introduce forward-looking policies to address sea level rise, flooding, extreme heat, and other climate hazards, with an emphasis on equitable adaptation and protection of vulnerable

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populations. These initiatives will provide a critical policy basis that should inform and strengthen the DVSP update and the new VWSP, ensuring that both plans advance inclusive, resilient, and sustainable development.

### ***Task 1 – Project Initiation and Management***

This task will launch the planning process, confirm project objectives, and establish protocols to ensure effective management throughout the duration of the effort. The consultant team will coordinate and facilitate a kickoff meeting with City staff, followed by a written Kickoff Meeting Summary to document expectations, roles, and deliverables.

Early activities will include the collection and review of baseline materials and the development of a Community Engagement Strategy to guide inclusive outreach. The consultant will also create project branding and a dedicated project website in English, Spanish, and Tagalog to ensure visibility and accessibility for diverse audiences.

To support technical analyses, the team will prepare a GIS database and project basemap that will serve as the foundation for mapping and data-driven deliverables throughout the process. In addition, the consultant will provide on-going project management, including regular coordination with City staff, schedule tracking, and progress reporting.

#### ***Deliverables:***

- Kickoff Meeting & Summary
- Community Engagement Strategy
- Project Branding & Website
- GIS Database and Project Basemap
- On-going Project Management

### ***Task 2 – Existing Conditions and Opportunities/Constraints Analysis***

This task will develop a comprehensive understanding of the DVSP area's physical, social, and economic context. The consultant team will prepare a PDA Profile documenting current demographic, socio-economic, land use, and community facility data. Infrastructure conditions will be assessed through mapping and analysis of utility capacity, service gaps, and planned public works projects. A mobility assessment will evaluate multimodal circulation, Level of Service (LOS), and Vehicle Miles Traveled (VMT) consistent with SB 743 guidelines.

The findings from these assessments will be compiled into an Existing Conditions Report, which will serve as the baseline reference for the plan. An Opportunities and



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Constraints Map will spatially illustrate infrastructure limitations, environmental constraints, redevelopment opportunities, and areas for potential infill or adaptive reuse.

To support preservation planning, the team will prepare an intensive-level Historic Context Statement documenting the area's development history, as well as a Historic Resource Survey to identify and evaluate potential historic resources within the DVSP boundary. A Market Demand and Feasibility Memo will analyze economic trends and development viability to inform realistic housing, commercial, and mixed-use prototypes. Building on this analysis, a Preliminary Housing Strategy Memo will outline potential housing capacity, affordability strategies, and barriers to production as an early input into the DVSP policy framework.

### ***Deliverables:***

- PDA Profile
- Mobility Assessment
- Existing Conditions Report
- Opportunities and Constraints Map
- Historic Context Statement
- Historic Resource Survey
- Market Demand and Feasibility Memo
- Preliminary Housing Strategy Memo

### ***Task 3 – Community Engagement***

This task will ensure meaningful and inclusive community engagement throughout the planning process. The consultant team will implement a robust engagement program designed to reach a broad cross-section of Vallejo's diverse population, with a particular emphasis on historically underserved groups and residents of disadvantaged communities. The team will develop the engagement program in concert with groups or organizations who represent and work with historically underserved groups and residents of disadvantaged communities, to ensure the outreach and engagement program is meaningfully accessible to these populations. The DVSP area includes two census tracts identified on state and regional screening tools. Census Tract 0900 is designated as a Disadvantaged Community (DAC) under CalEnviroScreen (CES) 4.0 and as an area of high segregation and poverty in the Regional TCAC/HCD Opportunity Areas Map. Census Tract 1000 is also identified as a DAC under CES 4.0.

The engagement strategy will include regular meetings with a Community Advisory Committee (CAC) and a Technical Advisory Committee (TAC) to guide the process and elevate community voices. Pop-up outreach events will be conducted in community

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spaces, supported by toolkits that enable City staff to lead additional events independently. The consultant will also conduct stakeholder interviews with property owners, developers, community-based organizations, and advocacy groups. Online tools (such as multilingual surveys and interactive platforms) will complement in-person activities and ensure broad access. Public workshops will be convened at key milestones and offered in both in-person and virtual formats. In meeting and event summaries, the consultant will summarize stakeholder input and clarify whether and how it was integrated.

### ***Deliverables:***

- CAC/TAC Meetings
- Stakeholder Interviews
- Pop-Up Outreach & Toolkits
- Community Survey & Results
- Public Workshops & Materials
- Community Engagement Summaries

### ***Task 4 – Vision, Guiding Principles, and Alternatives Development***

This task will focus on creating a shared community vision and exploring alternative scenarios for land use, mobility, and urban form in the DVSP area. The consultant team will facilitate community visioning workshops to gather input on values, aspirations, and priorities. This input will be synthesized into a Community Vision Statement, which will guide the plan's overall direction.

Building on the vision, the team will prepare up to three distinct land use alternatives, testing different intensities and mixes of residential, commercial, institutional, and public space uses. These alternatives will incorporate mobility and streetscape concepts to enhance multimodal access, safety, and connectivity. The results of this work will be compiled in an Alternatives Report, which will present the scenarios, their trade-offs, and evaluation through economic, infrastructure, and equity lenses.

To ensure that the alternatives are implementable, the consultant team will assess prototype feasibility through market-based analysis. The findings will be documented in a Development Feasibility Report, which will highlight the market realities, cost considerations, and potential barriers associated with each scenario.

### ***Deliverables:***

- Community Vision Statement
- Alternatives Report

- Development Feasibility Report

### ***Task 5 – Preferred Plan Development***

Building on community feedback and the alternatives analysis, this task will define a Preferred Plan that reflects shared values and strategic priorities. The consultant team will synthesize land use, mobility, and public realm concepts into an integrated Preferred Land Use Plan and Streetscape Design. The Preferred Plan will be supported by a suite of strategy memos addressing climate adaptation and resilience; equity and environmental justice; infrastructure and mobility; public realm improvements and placemaking; parking and demand management; TOC Policy compliance; and all the prior task work.

A critical element of this task is the advancement of anti-displacement strategies to ensure existing residents are protected from the pressures of redevelopment and reinvestment. The consultant team will prepare a citywide Anti-Displacement Strategy and conduct feasibility analyses for a range of policy tools, including rent stabilization, just cause eviction protections, tenant anti-harassment protections, and a tenant's right to counsel. Draft ordinances will be prepared based on this analysis, with the aim of promoting housing stability, preventing involuntary displacement, and ensuring that Vallejo's revitalization benefits all members of the community. Although included in Task 5, this work should commence following finalization of the community engagement strategy in Task 1, given its citywide relevance and ability to proceed independently of the DVSP.

Given the legal complexity of these policies, the anti-displacement work must be led by a subconsultant with demonstrated legal expertise and direct experience drafting tenant protection legislation in California. This subconsultant will be expected to work closely with the City Attorney's Office throughout the process, from policy development through ordinance drafting and review. This policy work should also be informed by the community engagement activities outlined in Task 3, with a focus on centering the voices of tenants, low-income households, and historically marginalized communities most vulnerable to displacement. At least four of the community engagement activities in Task 3 shall focus on the anti-displacement work.

This focus is especially urgent given the local housing context. As of 2021, Vallejo's median rent was \$2,603. This is significantly higher than the maximum affordable rent of \$1,940 for a low-income, four-person household in Solano County. This affordability gap puts many residents at risk of rent burden and displacement, underscoring the need for strong tenant protections and proactive housing policy.



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This task will include both informal outreach and formal community workshops to vet the Preferred Plan and draft strategies. The consultant team will also present interim findings to the Planning Commission and City Council to ensure alignment and secure early policy guidance.

### **Deliverables:**

- Strategy Memos
- Preferred Plan Report (for input into the DVSP)
- Anti-Displacement Feasibility Study
- Draft Anti-Displacement Ordinances including rent stabilization, just cause for eviction protections, tenant anti-harassment, and tenants' right to counsel
- Planning Commission & City Council Meetings, Staff Reports, and Presentations

### ***Task 6 – Draft Specific Plan Preparation***

This task involves the preparation of a complete and cohesive draft specific plan document that complies with California Government Code Sections 65450–65457 and aligns MTC's TOC Policy. The draft will integrate recommendations and policies developed in prior tasks, including the strategy memos prepared under Task 5. It will include zoning, land use, and infrastructure policies as well as objective design standards for new development and exterior modifications to existing buildings, including historic structures within the DVSP area.

The consultant team will first prepare an administrative draft for staff review, followed by a public review draft that incorporates City input for public presentation. The public review draft will be presented to the TAC, CAC, and community members during a series of review sessions. Outreach efforts will also include informal engagement and online feedback tools to broaden community input on the public review draft.

### **Deliverables:**

- Administrative Draft Specific Plan
- Public Review Draft Specific Plan

### ***Task 7 – Infrastructure Financing and Implementation Strategy***

This task will ensure that the updated DVSP is not only visionary but also implementable, with a clear strategy for funding and delivering supporting infrastructure. The consultant team will develop preliminary infrastructure improvement concepts and cost estimates to support the Preferred Plan, including upgrades to utilities, multimodal transportation facilities, and the public realm. A fiscal impact analysis will assess the potential revenue generation and service costs associated with future development.

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Based on this analysis, the team will prepare an Infrastructure Financing Strategy, which may include Enhanced Infrastructure Financing Districts (EIFDs), development impact fees, state and federal grant programs, and other tools. An Implementation Plan will identify key actions, responsible parties, phasing, and potential funding sources to guide near- and long-term execution.

### **Deliverables:**

- Infrastructure Financing Strategy
- Implementation Plan

### ***Task 8 – Environmental Review***

In accordance with CEQA, the consultant team will prepare the appropriate environmental documentation required for adoption of the DVSP update. While a full Environmental Impact Report (EIR) may be necessary, the City has not yet determined the exact level of CEQA review. Proposers are encouraged to evaluate the certified Propel Vallejo General Plan EIR and, based on their professional judgment, suggest appropriate compliance pathways (including tiering, streamlined review, or the use of an addendum or subsequent EIR) where legally supportable.

The City's intent is for the environmental document (if an EIR is prepared) to be structured as a Program EIR that provides comprehensive CEQA coverage for subsequent development projects that are consistent with the Specific Plan and its adopted policies, land use designations, and mitigation measures. The EIR should include sufficient detail and analysis to enable future projects that are consistent with the DVSP and EIR to rely on this document for streamlined, tiered, or ministerial-level CEQA compliance, consistent with CEQA Guidelines Sections 15168 (Program EIRs) and 15183 (Projects Consistent with a Community Plan, General Plan, or Zoning).

This task includes preparation of all necessary CEQA documentation, formal consultation with Native American tribes, identification of project-specific and cumulative impacts, and development of mitigation measures and a Mitigation Monitoring and Reporting Program (MMRP). The consultant team will support the City through the full public review and comment process, including scoping meetings and written responses to comments, as applicable. All documentation must meet legal sufficiency standards and be prepared in close coordination with City staff and the City Attorney's Office.

### **Deliverables:**

- Tribal Consultations
- Draft and Final Environmental Document (EIR or alternative CEQA document)

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- Mitigation Monitoring and Reporting Program (MMRP)
- CEQA Findings of Fact
- Statement of Overriding Considerations (if required)

### ***Task 9 – Adoption and Final Plan Preparation***

This final task includes preparation of the Final Draft DVSP and full support for the public adoption process. The consultant team will incorporate City Council-directed revisions and public input received during the review period to produce a clean, adoption-ready version of the DVSP. The team will also prepare final CEQA documents, if applicable, and assist City staff in developing staff reports, presentation materials, and responses to public and decision-maker comments. The consultant will participate in Planning Commission and City Council hearings, providing technical support, visuals, and subject matter expertise as needed to facilitate informed decision-making.

#### **Deliverables:**

- Final Downtown Vallejo Specific Plan (print and digital formats)
- Final CEQA Documents (if required)
- Planning Commission & City Council Meetings, Staff Reports, and Presentations

## **Project Funding**

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The City of Vallejo was awarded \$1,400,000 in grant funding through the One Bay Area Grant (OBAG) 3 Program, administered by MTC, to support the update to the DVSP. OBAG 3 is designed to help local jurisdictions implement Plan Bay Area (PBA), the region's long-range strategy for sustainable transportation, housing, and land use. The program funds planning and infrastructure projects that advance PBA's regional priorities such as housing production, greenhouse gas reduction, and equitable access to transportation, particularly within PDAs. The OBAG 3 funding will support both consultant services and City staff time. **The consultant budget for this project will be up to \$1,190,000.**

### **Grant Requirements**

The updated DVSP must be prepared in accordance with MTC's PDA Program and TOC Policy requirements. The TOC Policy is designed to maximize the region's transit investments by ensuring that communities surrounding major transit stops (such as the Vallejo Ferry Terminal) are inclusive, vibrant, and well-connected. Compliance with the TOC Policy is required for eligibility during future rounds of MTC discretionary funding.



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The TOC Policy includes four core requirements areas described below. The consultant team should review MTC's latest TOC Policy Administrative Guidance to ensure a full understanding of the requirements that will need to be addressed by the DVSP update.

### ***Minimum Residential and Commercial Office Densities***

Within the TOC boundary (defined as the ½-mile radius around the Vallejo Ferry Terminal, a Tier 4 major transit stop), the City must adopt zoning that allows for a minimum aggregate residential density of 25 dwelling units per acre (du/ac) and a minimum aggregate office Floor Area Ratio (FAR) of 1.0 across all office-designated parcels.

### ***Affordable Housing and Anti-Displacement***

The City must demonstrate meaningful efforts to preserve and protect affordable housing and stabilize vulnerable residents and small businesses. This includes adoption of policies or programs that support: 1) production of deed-restricted affordable housing; 2) preservation of existing affordable units and naturally occurring affordable housing (NOAH); 3) protection of tenants through tools such as rent stabilization, just cause eviction, tenant anti-harassment protections, and legal assistance; and 3) prevention of displacement for locally owned or culturally significant small businesses.



*Vallejo Transit Terminal*

### ***Parking Management***

TOC Policy compliance requires the City to reduce barriers to infill development by managing parking supply and demand efficiently. This includes: 1) eliminating or reducing parking minimums for residential and commercial development within the TOC boundary; 2) encouraging shared parking and unbundled parking strategies; and 3) implementing transportation demand management (TDM) measures such as transit passes, bike amenities, or carshare incentives to reduce auto dependence.

### ***Transit Station Access and Circulation***

The City must also include strategies that improve multimodal access to transit, especially for pedestrians, bicyclists, and people with disabilities. Required actions include: 1) assessment of current barriers and deficiencies in first/last-mile connections; 2) infrastructure improvements that enhance safety and convenience of non-auto access; and 3) integration of equity-focused improvements that prioritize historically underserved neighborhoods.

## Disadvantaged Business Enterprise Requirement – Notice of Interim Final Rule (Effective October 3, 2025)

On October 3, 2025, the U.S. Department of Transportation (DOT) issued an [Interim Final Rule \(IFR\)](#) modifying the Disadvantaged Business Enterprise (DBE) Program regulations (49 CFR Part 26). The IFR took effect immediately and pauses enforcement of DBE participation goals in contracts supported by federal funds until the California Unified Certification Program (CUCP) completes a reevaluation of all existing certified DBEs under the IFR's new criteria. As a subrecipient of federal funds administered by the Metropolitan Transportation Commission (MTC), the City is subject to the IFR.

**Accordingly, for this solicitation and until further notice:**

- The City **will not enforce DBE participation goals** and **no numerical DBE goal applies** to this project at this time.
- **DBE participation will not be credited** to any listed entity on a proposal or among proposed subconsultants for purposes of contract award or evaluation.
- All other federal terms and conditions in the contract remain in full force and effect. Proposers must continue to comply with applicable federal requirements, including nondiscrimination and equal opportunity provisions, and be prepared to implement any updated DBE requirements once guidance is issued.

## Desired Qualifications

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The ideal consultant team will demonstrate the following qualifications and competencies:

### ***Specific Plan Preparation***

Demonstrated experience preparing specific plans in California that address complex urban contexts, integrate housing, mobility, infrastructure, and equity strategies, and are consistent with Government Code Sections 65450–65457 and regional policies such as MTC's TOC Policy.

### ***Sustained and Inclusive Community Engagement***

A proven track record of designing and implementing robust, multilingual community engagement processes, particularly in disadvantaged communities. Teams should demonstrate how community input meaningfully shaped prior planning efforts and how they measure and report outcomes.



***Environmental Analysis and CEQA Compliance***

Expertise in multimodal planning and analysis, including LOS and VMT metrics, streetscape design, downtown circulation, parking demand management, and transit-oriented development strategies aligned with SB 743 and regional transportation goals.

***Transportation and Multimodal Network Planning***

Expertise in multimodal planning and analysis, including LOS and VMT metrics, streetscape design, transit access, parking demand management, and mobility strategies aligned with SB 743 and regional transportation goals.

***Multi-Plan Coordination***

Experience managing planning processes in areas subject to overlapping specific plans or master plans, with an emphasis on resolving policy conflicts and ensuring consistency.

***Economic, Real Estate, and Infrastructure Feasibility***

Strong understanding of real estate market dynamics, small-parcel infill feasibility, affordable housing economics, and infrastructure cost estimation and financing. Ability to translate technical findings into policy recommendations that support implementation and downtown revitalization.

***Anti-Displacement and Housing Policy Expertise***

Experience evaluating and drafting tenant protection policies such as rent stabilization, just cause protection, and right-to-counsel ordinances. Legal subconsultants with experience in California housing law and legislative drafting are preferred.

***Clear and Effective Communication***

Ability to present complex planning, legal, and technical concepts to diverse audiences, including the general public, elected officials, and advisory bodies. Teams should be adept at using visuals, mapping, and multilingual materials to enhance accessibility.

***Innovation and Equity-Centered Practice***

Demonstrated ability to integrate innovative practices (such as digital engagement tools, climate resilience modeling, or participatory design) with a strong commitment to equity, sustainability, and inclusive planning.



## **Submittal Information**

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Proposals must be concise, well-organized, and demonstrate a clear understanding of the scope of work outlined in this RFP. Submittals must not exceed fifty (50) pages in total length, inclusive of all content, such as resumes, graphics, photographs, dividers, front and back covers, and the cover letter. All proposals must follow these formatting requirements: single-spaced text, 12-point font, and 1-inch margins on all sides.

### **Submittal Requirements**

To be considered complete, each proposal must include the following components:

#### ***Cover Letter***

Proposers should begin with a cover letter expressing interest in the project and introducing the project team. The letter should include a brief description of the team's qualifications and relevant experience, a summary of why the firm is interested in this opportunity, and the name and contact information for the designated Project Manager and primary point of contact.

#### ***Team Introduction and Project Understanding***

Proposers must introduce the proposed project team, including the lead firm and any subconsultants. The narrative should describe each team member's role, identify who will lead each task, and explain how the team is structured to successfully deliver the project. A visual organizational chart is recommended. The proposal should also include a narrative overview demonstrating the team's understanding of the key planning issues in Downtown Vallejo (such as displacement risk, infrastructure investment, equitable growth, and transit access) and describe the team's approach to addressing these challenges. This section should highlight any innovative or tailored solutions that differentiate the team's approach from others.

#### ***Proposed Scope of Work***

The consultant team should present a detailed scope of work that builds on the tasks outlined in this RFP. While the City has provided a proposed structure, consultant teams are encouraged to reorganize or expand tasks to reflect their planning philosophy, technical expertise, and understanding of Vallejo's planning context. The scope should describe all major deliverables, the level of detail to be expected, and how community input and policy goals will be incorporated into the planning process. The scope must also identify any assumptions regarding City staff contributions, review timeframes, and logistical support. The consultant will be responsible for preparing staff reports or

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October 27, 2025



supporting documentation for all public meetings, workshops, advisory committee sessions, and hearings. All deliverables must be submitted in digital format, and at project close-out, all native working files (including linked graphics, GIS data, and editable templates) must be turned over to the City.

### ***Project Schedule***

The proposal should include a graphic or tabular project schedule showing the anticipated timing and duration of each task, deliverable, and milestone. The schedule should clearly identify key deadlines, review periods, and public engagement dates, and reflect the City's goal to complete the project within 18 to 24 months.

### ***Project Budget***

Proposers must provide a task-by-task project budget, broken down by labor hours, billing rates, and direct costs for each firm and subconsultant. The budget should clearly identify which team members will work on each task and how labor is distributed across the project. The budget must also identify or reference key personnel or job classifications in relation to each subtask, as shown in Appendix A – Cost and Budget Form. The total budget for consultant services must not exceed \$1,190,000. The budget should also reflect the level of effort required for community engagement, policy development, plan preparation, and CEQA documentation.

### ***Consultant Qualifications and Experience***

Proposals must summarize the qualifications and relevant experience of the project team, including the project manager and key staff. Only resumes of team members assigned to the project should be submitted (two pages maximum per resume). Proposers should describe their experience with specific plan preparation, community engagement in historically underserved communities, CEQA analysis, and policy development, particularly in areas related to tenant protections, mobility, and climate resilience. Up to four sample projects may be submitted as hyperlinks to online documents (PDF format preferred), each accompanied by the date of completion, contract value, and a short explanation of project outcomes or implementation status.

### ***References***

Each proposal must include the names and contact information of three to four references familiar with the firm's work on similar projects. For each reference, include the individual's name, title, agency or organization, phone number, email address, and a brief note on the relevant project.

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### **Comments on Standard Contract**

The City's standard Professional Services Agreement is included as Appendix B to this RFP. Any proposed changes or objections to the contract language must be clearly identified in the proposal.

### **Insurance Coverage**

The City's minimum insurance requirements are provided in Exhibit C of Appendix B. Proposers must confirm their ability to comply with these requirements.

### **Additional Disclosures**

Proposers should disclose any contracts that have been terminated for convenience or default in the past three years. In addition, they must list any ongoing or pending litigation that could affect the firm's ability to complete the project as described.

### **Submittal Deadline and Instructions**

Interested firms must submit their proposals no later than **5:00 PM (PST) on Friday, December 12, 2025**. Submittals must be mailed or delivered to:

**Hector Rojas, Long-Range Planning Manager**  
Planning & Development Services Department  
Vallejo City Hall – Second Floor  
555 Santa Clara Street  
Vallejo, CA. 94590

Please use the following subject line for your submission: *[Name of Firm] Response to the DVSP Update & Environmental Review RFP*. Submittals must include one (1) hardcopy and one (1) flash drive (USB) with an electronic copy of the proposal in PDF format.

## **Consultant Selection Process**

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### **Pre-Submittal Meeting**

An optional pre-submittal meeting will be held **Wednesday, November 5, 2025, 10:00 AM (PST)**. The meeting will be entirely virtual using Microsoft Teams:

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### Microsoft Teams Login:

<https://www.microsoft.com/en-us/microsoft-teams/join-a-meeting>

Meeting ID: 246 322 458 549 5

Passcode: uK229aC9v

## Pre-Submittal Questions

All questions regarding this RFP must be submitted through the City's PlanetBids portal by **5:00 PM (PST) on Wednesday, November 12, 2025**. Please note that you must register as a vendor to access and use the PlanetBids portal.

Portal Link: <https://vendors.planetbids.com/portal/42510/portal-home>

To ask questions:

- Navigate to the specific bid page for this RFP.
- Select the "Q&A" tab at the top of the page.
- Click the "Ask a question" button located at the top right of the page.

Responses to all submitted questions will be posted on the RFP bid page by **5:00 PM (PST) on Friday, November 21, 2025**.

## Short List Selection Process

The City expects to respond to proposing firms in early **January 2026**. A review committee will rank all proposals based on Selection Criteria and invite a short list of consultants for an interview.

## Evaluation Process

All proposals will be evaluated by the City's Evaluation Committee ("Committee"). The Committee will first review each proposal for general responsiveness and to confirm inclusion of all items required in the Submittal Requirements section of this RFP. Proposals that fail to provide all items, including the Disclosure of Lobbying Activities Form (Appendix C), will be deemed non-responsive and excluded from further consideration. In addition, any proposal lacking sufficient information to allow the Committee to evaluate one or more of the listed evaluation factors will be considered non-responsive and will not be scored.

Responsive proposals will be evaluated solely at the discretion of the Committee. The City reserves the right to request clarification or additional information from responsive



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proposers prior to final evaluation. Proposers shall not contact or attempt to influence members of the Committee during the evaluation process. Any such attempts may compromise the integrity of the process and result in disqualification.

The selection process will include consultant team interviews, which are anticipated to take place during the **week of January 26, 2026**. Proposers selected for interviews will be notified of the time, location, and any additional materials required in advance.

### Evaluation Criteria

Proposals will be evaluated based on the criteria listed below and scored using a zero to five point rating scale. Each criterion will be assigned a weight, and the raw score for each criterion will be multiplied by its corresponding weight to calculate a weighted score. The weighted scores across all criteria will be summed to produce a total score for each proposal. Proposals with higher total weighted scores will be considered more competitive in the selection process.

Completeness of Response (Pass/Fail) will be based on the inclusion of the following:

- Information requested in the Submittal Requirements section of this RFP
- Appendix C – Disclosure of Lobbying Activities

Only proposals deemed complete and responsive will proceed to scoring. Responsive proposals will be evaluated on the basis of the following weighted factors. The top three pre-interview proposals will be invited to participate in interviews, after which final scores will be determined.

Criteria	Pre-Interview Weight	Post-Interview Weight
Completeness of Response	Pass/Fail	Pass/Fail
Staffing Qualifications and Capacity	25%	20%
Relevant Experience	25%	20%
Project Methodology	30%	25%
References	10%	10%
Cost Proposal relative to Services Proposed	10%	10%
Interview Responses	N/A	15%

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Criteria	Pre-Interview Weight	Post-Interview Weight
Total:	100%	100%

Rating Scale		
0	Not Acceptable	Non-responsive, fails to meet RFP specifications. The approach has no probability of success. For mandatory requirements, this score will result in disqualification of the proposal.
1	Poor	Below average and falls short of expectations; substandard to the norm and has a low probability of achieving project objectives.
2	Fair	Reasonable probability of success, though some objectives may not be met.
3	Average	Acceptable and meets all objectives in a reasonable manner as outlined in the RFP. This is the baseline score, with adjustments based on the Evaluation Committee's interpretation.
4	Above Average/Good	Strong probability of success; exceeds average expectations and meets all RFP objectives.
5	Excellent/Exceptional	Exceeds expectations, is innovative and clearly superior; demonstrates excellent potential for meeting all project objectives and RFP specifications.

## Special Conditions

### Sample Contract

A sample Professional Services Agreement is included as Appendix B. Proposers must be prepared to enter into this agreement under the City's standard terms and conditions and demonstrate the ability to meet all required insurance provisions. If the City is unable to negotiate a satisfactory agreement with the top-ranked consultant (including terms the City, in its sole judgment, deems fair and reasonable) it may initiate negotiations with the next most qualified respondent, or reject all proposals. If a

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respondent proposes changes to the agreement, those changes must be submitted with the proposal.

### Reservations and Rights

This RFP does not commit the City to award a contract, defray any costs incurred in the preparation of a proposal, or procure or contract for any services. The City reserves the right to:

- Select the firm(s) it deems best qualified to perform the work;
- Waive any informalities or irregularities in the RFP process;
- Request clarification or additional information from any or all respondents at any time;
- Modify or cancel this RFP, including the selection schedule, submittal deadlines, or requirements, at its sole discretion and without notice;
- Reject any or all proposals received in response to this RFP.

### Scope Modifications and Contract Flexibility

The City and the selected consultant may mutually agree to expand the scope of work through a subsequent written agreement. The City will not be responsible for work performed outside the approved scope or budget without prior written authorization. The City may elect to stop work at any time and will compensate the consultant for authorized work completed to date on a time-and-materials basis. The City also reserves the right to request substitution of subconsultants if deemed necessary.

### Public Records

All proposals submitted in response to this RFP become the property of the City and are considered public records under the California Public Records Act. Proposals may be subject to public inspection, including after contract award. Respondents are advised to clearly mark any proprietary or confidential information; however, the City cannot guarantee that such information will be exempt from disclosure.

## Reference Links

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- [Existing Downtown Vallejo Specific Plan](#)
- [Existing Waterfront Planned Development Master Plan](#)
- [Vallejo Quick Facts](#)
- [Vallejo Architectural Heritage Tour](#)
- [Propel Vallejo General Plan](#)
- [Propel Vallejo General Plan EIR](#)
- [6<sup>th</sup> Cycle Housing Element](#)
- [Sonoma Boulevard Specific Plan](#)
- [MTC's PDA Webpage](#)
- [MTC's TOC Policy Webpage](#)
- [MTC's Latest TOC Policy Administrative Guidance](#)

## Appendices

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- Appendix A – Cost and Budget Form
- Appendix B – City of Vallejo Sample Professional Services Agreement
- Appendix C – Disclosure of Lobbying Activities



Project Budget			Prime Consultant Detail								Subconsultant Summary			
			Name: Position: Hourly Rate:								Name of Subconsultant 1	Name of Subconsultant 2	Name of Subconsultant 3	
<b>Task 1.0</b>	<b>Project Initiation &amp; Management</b>	<b>Total Cost</b>	<b>Prime Consultant Total</b>	<b>Hours</b>							<b>Subconsultant Total</b>			
1.1	Kick-Off Meeting & Summary	\$ -	\$ -	0							\$ -			
1.2	Community Engagement Strategy	\$ -	\$ -	0							\$ -			
1.3	Project Branding & Website	\$ -	\$ -	0							\$ -			
1.4	GIS Database & Project Basemap	\$ -	\$ -	0							\$ -			
1.5	On-Going Project Management	\$ -	\$ -	0							\$ -			
	<b>Subtotal, Task 1.0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>Task 2.0</b>	<b>Existing Conditions &amp; Opportunities/Constraints Analysis</b>	<b>Total Cost</b>	<b>Prime Consultant Total</b>	<b>Hours</b>							<b>Subconsultant Total</b>			
2.1	PDA Profile	\$ -	\$ -	0							\$ -			
2.2	Mobility Assessment	\$ -	\$ -	0							\$ -			
2.3	Existing Conditions	\$ -	\$ -	0							\$ -			
2.4	Opportunities and Constraints Map	\$ -	\$ -	0							\$ -			
2.5	Historic Context Statement	\$ -	\$ -	0							\$ -			
2.6	Historic Resource Survey	\$ -	\$ -	0							\$ -			
2.7	Market Demand & Feasibility Memo	\$ -	\$ -	0							\$ -			
2.8	Preliminary Housing Strategy Memo	\$ -	\$ -	0							\$ -			
	<b>Subtotal, Task 2.0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>Task 3.0</b>	<b>Existing Conditions &amp; Opportunities/Constraints Analysis</b>	<b>Total Cost</b>	<b>Prime Consultant Total</b>	<b>Hours</b>							<b>Subconsultant Total</b>			
3.1	CAC/TAC Meetings	\$ -	\$ -	0							\$ -			
3.2	Stakeholder Interviews	\$ -	\$ -	0							\$ -			
3.3	Pop-Up Outreach & Toolkits	\$ -	\$ -	0							\$ -			
3.4	Public Workshops & Materials	\$ -	\$ -	0							\$ -			
3.5	Community Engagement Summaries	\$ -	\$ -	0							\$ -			
	<b>Subtotal, Task 3.0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>Task 4.0</b>	<b>Vision, Guiding Principles, &amp; Alternatives Developmetn</b>	<b>Total Cost</b>	<b>Prime Consultant Total</b>	<b>Hours</b>							<b>Subconsultant Total</b>			
4.1	Community Vision Statement	\$ -	\$ -	0							\$ -			
4.2	Alternatives Report	\$ -	\$ -	0							\$ -			
4.3	Development Feasibility Report	\$ -	\$ -	0							\$ -			
	<b>Subtotal, Task 4.0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>Task 5.0</b>	<b>Preferred Plan Development</b>	<b>Total Cost</b>	<b>Prime Consultant Total</b>	<b>Hours</b>							<b>Subconsultant Total</b>			
5.1	Preferred Plan Report	\$ -	\$ -	0							\$ -			
5.2	Strategy Memo - Climate Adaptation	\$ -	\$ -	0							\$ -			
5.3	Strategy Memo - Equity & E.J	\$ -	\$ -	0							\$ -			
5.4	Strategy Memo - Infrastructure & Mobility	\$ -	\$ -	0							\$ -			
5.5	Strategy Memo - Public Realm & Placemak	\$ -	\$ -	0							\$ -			
5.6	Strategy Memo - Parking Demand & Manag	\$ -	\$ -	0							\$ -			
5.7	Strategy Memo - TOC Policy Compliance	\$ -	\$ -	0							\$ -			
5.8	Anti-Displacement Feasibility Study	\$ -	\$ -	0							\$ -			
5.9	Draft Anti-Displacement Ordinances	\$ -	\$ -	0							\$ -			
5.10	PC & CC Mtgs., Staff Reports, & Presentati	\$ -	\$ -	0							\$ -			
	<b>Subtotal, Task 5.0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>Task 6.0</b>	<b>Draft Specific Plan Preparation</b>	<b>Total Cost</b>	<b>Prime Consultant Total</b>	<b>Hours</b>							<b>Subconsultant Total</b>			
6.1	Administrative Draft Specific Plan	\$ -	\$ -	0							\$ -			
6.2	Public Review Draft Specific Plan	\$ -	\$ -	0							\$ -			
	<b>Subtotal, Task 6.0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>Task 7.0</b>	<b>Infrastructure Financing &amp; Implementation Strategy</b>	<b>Total Cost</b>	<b>Prime Consultant Total</b>	<b>Hours</b>							<b>Subconsultant Total</b>			
7.1	Infrastructure Financing Strategy	\$ -	\$ -	0							\$ -			
7.2	Implementation Plan	\$ -	\$ -	0							\$ -			
	<b>Subtotal, Task 7.0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>Task 8.0</b>	<b>Environmental Review</b>	<b>Total Cost</b>	<b>Prime Consultant Total</b>	<b>Hours</b>							<b>Subconsultant Total</b>			
8.1	Tribal Consultations	\$ -	\$ -	0							\$ -			
8.2	Draft & Final Environmental Document	\$ -	\$ -	0							\$ -			
8.3	Mitigation Monitoring & Reporting Program	\$ -	\$ -	0							\$ -			
8.4	CEQA Findings of Fact	\$ -	\$ -	0							\$ -			
8.5	Statement of Overriding Considerations	\$ -	\$ -	0							\$ -			
	<b>Subtotal, Task 8.0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>Task 9.0</b>	<b>Adoption &amp; Final Plan Preparation</b>	<b>Total Cost</b>	<b>Prime Consultant Total</b>	<b>Hours</b>							<b>Subconsultant Total</b>			
9.1	Final Downtown Vallejo Specific Plan	\$ -	\$ -	0							\$ -			
9.2	Final CEQA Documents	\$ -	\$ -	0							\$ -			
9.3	PC & CC Mtgs., Staff Reports, & Presentati	\$ -	\$ -	0							\$ -			
	<b>Subtotal, Task 9.0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>Project Total</b>		<b>\$ -</b>												

Project Budget - Subconsultant Detail				Prime Consultant Summary	Subconsultant 1 Detail					Subconsultant 1 Name					Subconsultant 2 Detail					Subconsultant 2 Name					Subconsultant 3 Detail					Subconsultant 3 Name				
Task	Description	Total Cost	Subconsultant Total	Prime Consultant Total	Subconsultant 1 Total	Hours				Subconsultant 2 Total	Hours				Subconsultant 3 Total	Hours																		
Task 1.0	Project Initiation & Management																																	
1.1	Kick-Off Meeting & Summary	\$ -	\$ -	\$ -	\$ -	0				\$ -	0				\$ -	0																		
1.2	Community Engagement Strategy	\$ -	\$ -	\$ -	\$ -	0				\$ -	0				\$ -	0																		
1.3	Project Branding & Website	\$ -	\$ -	\$ -	\$ -	0				\$ -	0				\$ -	0																		
1.4	GIS Database & Project Basemap	\$ -	\$ -	\$ -	\$ -	0				\$ -	0				\$ -	0																		
1.5	On-Going Project Management	\$ -	\$ -	\$ -	\$ -	0				\$ -	0				\$ -	0																		
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Task 2.0	Existing Conditions & Opportunities/Constraints Analysis																																	
2.1	PDA Profile	\$ -	\$ -	\$ -	\$ -	0				\$ -	0				\$ -	0																		
2.2	Mobility Assessment	\$ -	\$ -	\$ -	\$ -	0				\$ -	0				\$ -	0																		
2.3	Existing Conditions	\$ -	\$ -	\$ -	\$ -	0				\$ -	0				\$ -	0																		
2.4	Opportunities and Constraints Map	\$ -	\$ -	\$ -	\$ -	0				\$ -	0				\$ -	0																		
2.5	Historic Context Statement	\$ -	\$ -	\$ -	\$ -	0				\$ -	0				\$ -	0																		
2.6	Historic Resource Survey	\$ -	\$ -	\$ -	\$ -	0				\$ -	0				\$ -	0																		
2.7	Market Demand & Feasibility Memo	\$ -	\$ -	\$ -	\$ -	0				\$ -	0				\$ -	0																		
2.8	Preliminary Housing Strategy Memo	\$ -	\$ -	\$ -	\$ -	0				\$ -	0				\$ -	0																		
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Task 3.0	Existing Conditions & Opportunities/Constraints Analysis																																	
3.1	CAC/TAC Meetings	\$ -	\$ -	\$ -	\$ -	0				\$ -	0				\$ -	0																		
3.2	Stakeholder Interviews	\$ -	\$ -	\$ -	\$ -	0				\$ -	0				\$ -	0																		
3.3	Pop-Up Outreach & Toolkits	\$ -	\$ -	\$ -	\$ -	0				\$ -	0				\$ -	0																		
3.4	Public Workshops & Materials	\$ -	\$ -	\$ -	\$ -	0				\$ -	0				\$ -	0																		
3.5	Community Engagement Summaries	\$ -	\$ -	\$ -	\$ -	0				\$ -	0				\$ -	0																		
	<b>Subtotal, Task 3.0</b>	\$ -	\$ -	\$ -	\$ -	0	0	0	0	\$ -	0	0	0	0	\$ -	0	0	0	0															
Task 4.0	Vision, Guiding Principles, & Alternatives Development																																	
4.1	Community Vision Statement	\$ -	\$ -	\$ -	\$ -	0				\$ -	0				\$ -	0																		
4.2	Alternatives Report	\$ -	\$ -	\$ -	\$ -	0				\$ -	0				\$ -	0																		
4.3	Development Feasibility Report	\$ -	\$ -	\$ -	\$ -	0				\$ -	0				\$ -	0																		
	<b>Subtotal, Task 4.0</b>	\$ -	\$ -	\$ -	\$ -	0	0	0	0	\$ -	0	0	0	0	\$ -	0	0	0	0															
Task 5.0	Preferred Plan Development																																	
5.1	Preferred Plan Report	\$ -	\$ -	\$ -	\$ -	0				\$ -	0				\$ -	0																		
5.2	Strategy Memo - Climate Adaptation	\$ -	\$ -	\$ -	\$ -	0				\$ -	0				\$ -	0																		
5.3	Strategy Memo - Equity & EJ	\$ -	\$ -	\$ -	\$ -	0				\$ -	0				\$ -	0																		
5.4	Strategy Memo - Infrastructure & Mobility	\$ -	\$ -	\$ -	\$ -	0				\$ -	0				\$ -	0																		
5.5	Strategy Memo - Public Realm & Placemaking	\$ -	\$ -	\$ -	\$ -	0				\$ -	0				\$ -	0																		
5.6	Strategy Memo - Parking Demand & Management	\$ -	\$ -	\$ -	\$ -	0				\$ -	0				\$ -	0																		
5.7	Strategy Memo - TOD Policy Compliance	\$ -	\$ -	\$ -	\$ -	0				\$ -	0				\$ -	0																		
5.8	Anti-Displacement Feasibility Study	\$ -	\$ -	\$ -	\$ -	0				\$ -	0				\$ -	0																		
5.9	Draft Anti-Displacement Ordinances	\$ -	\$ -	\$ -	\$ -	0				\$ -	0				\$ -	0																		
5.10	PC & CC Migs., Staff Reports, & Presentations	\$ -	\$ -	\$ -	\$ -	0				\$ -	0				\$ -	0																		
	<b>Subtotal, Task 5.0</b>	\$ -	\$ -	\$ -	\$ -	0	0	0	0	\$ -	0	0	0	0	\$ -	0	0	0	0															
Task 6.0	Draft Specific Plan Preparation																																	
6.1	Administrative Draft Specific Plan	\$ -	\$ -	\$ -	\$ -	0				\$ -	0				\$ -	0																		
6.2	Public Review Draft Specific Plan	\$ -	\$ -	\$ -	\$ -	0				\$ -	0				\$ -	0																		
	<b>Subtotal, Task 6.0</b>	\$ -	\$ -	\$ -	\$ -	0	0	0	0	\$ -	0	0	0	0	\$ -	0	0	0	0															
Task 7.0	Infrastructure Financing & Implementation Strategy																																	
7.1	Infrastructure Financing Strategy	\$ -	\$ -	\$ -	\$ -	0				\$ -	0				\$ -	0																		
7.2	Implementation Plan	\$ -	\$ -	\$ -	\$ -	0				\$ -	0				\$ -	0																		
	<b>Subtotal, Task 7.0</b>	\$ -	\$ -	\$ -	\$ -	0	0	0	0	\$ -	0	0	0	0	\$ -	0	0	0	0															
Task 8.0	Environmental Review																																	
8.1	Tribal Consultations	\$ -	\$ -	\$ -	\$ -	0				\$ -	0				\$ -	0																		
8.2	Draft & Final Environmental Document	\$ -	\$ -	\$ -	\$ -	0				\$ -	0				\$ -	0																		
8.3	Mitigation Monitoring & Reporting Program	\$ -	\$ -	\$ -	\$ -	0				\$ -	0				\$ -	0																		
8.4	CEQA Findings of Fact	\$ -	\$ -	\$ -	\$ -	0				\$ -	0				\$ -	0																		
8.5	Statement of Overriding Considerations	\$ -	\$ -	\$ -	\$ -	0				\$ -	0				\$ -	0																		
	<b>Subtotal, Task 8.0</b>	\$ -	\$ -	\$ -	\$ -	0	0	0	0	\$ -	0	0	0	0	\$ -	0	0	0	0															
Task 9.0	Adoption & Final Plan Preparation																																	
9.1	Final Downtown Valley Specific Plan	\$ -	\$ -	\$ -	\$ -	0				\$ -	0				\$ -	0																		
9.2	Final CEQA Documents	\$ -	\$ -	\$ -	\$ -	0				\$ -	0				\$ -	0																		
9.3	PC & CC Migs., Staff Reports, & Presentations	\$ -	\$ -	\$ -	\$ -	0				\$ -	0				\$ -	0																		
	<b>Subtotal, Task 9.0</b>	\$ -	\$ -	\$ -	\$ -	0	0	0	0	\$ -	0	0	0	0	\$ -	0	0	0	0															
<b>Project Total</b>		\$ -																																

**CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT**

**ADD COMPANY TITLE**

This Consultant and Professional Services Agreement ("Agreement") is made at Vallejo, California, dated for reference this [ ] day of [ ], by and between the City of Vallejo, a municipal corporation ("City"), and **ADD COMPANY HERE**, hereinafter referred to as "Consultant", who agree as follows:

- 1. Services.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the City professional services as specified in Exhibit A, entitled "[ ]," hereinafter referred to as "Scope of Work."
- 2. Payment.** City shall pay Consultant for services rendered pursuant to this Agreement at the times and in the manner set forth in **Exhibit B**, entitled "Compensation." The payments specified in Exhibit B shall be the only payments to be made to Consultant for services rendered pursuant to this Agreement.
- 3. Facilities and Equipment.** Consultant shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.
- 4. Indemnification.** Consultant shall indemnify, hold harmless, and defend City, its officers, officials, directors, employees, agents, volunteers and affiliates and each of them from any and all claims, demands, causes of action, damages, costs, expenses, actual attorney's fees, consultant's fees, expert fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with Consultant's operations, or any subcontractor's operations, to be performed under this agreement for Consultant's or subcontractor's tort negligence including active or passive, or strict negligence, including but not limited to personal injury including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons and/or damage to property of anyone, including loss of use thereof, caused or alleged to be caused by any act or omission of Consultant, or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for the full period of time allowed by the law, regardless to any limitation by insurance, with the exception of the sole negligence or willful misconduct of the City.

The provisions of this section shall survive the expiration or termination of this Agreement.

- 5. Insurance Requirements.** Consultant agrees to comply with all of the Insurance Requirements set forth in **Exhibit C**, entitled "Insurance Requirements for Consultant." Failure to maintain required insurance at all times shall constitute a default and material breach.

**6. Accident Reports.** Consultant shall immediately report (as soon as feasible, but not more than 24 hours) to the City Risk Manager any accident or other occurrence causing injury to persons or property during the performance of this Agreement. The report shall be made in writing and shall include, at a minimum: (a) the names, addresses, and telephone numbers of the persons involved, (b) the names, addresses, and telephone numbers of any known witnesses, (c) the date, time, and description of the accident or other occurrence.

**7. Conflict of Interest.** Consultant warrants and represents that to the best of its knowledge, there exists no actual or potential conflict between Consultant's family, business, real property or financial interests and the services to be provided under this Agreement. Consultant shall comply with the City of Vallejo Conflict of Interest Code and not enter into any contract or agreement during the performance of this Agreement which will create a conflict of interest with its duties to City under this Agreement. In the event of a change in Consultant's family, business, real property, or financial interests occurs during the term of this Agreement that creates an actual or potential conflict of interest, then Consultant shall disclose such conflict in writing to City. Every individual who performs services on behalf of Consultant pursuant to this Agreement must file a full Statement of Economic Interests (also known as Form 700) with the City Clerk if the work of the individual involves making a governmental decision whether to issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement; authorizes the City to enter into, modify, or renew a contract; grants City approval of specifications for a contract; adopts or approves for the City any policy, standard or guideline; lobbies on behalf of the City, 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.

**8. Independent Contractor.** Consultant is an independent contractor. Neither Consultant nor any of Consultant's officers, employees, agents, or subcontractors, if any, is an employee of City by virtue of this Agreement or performance of any services pursuant to this Agreement. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which Consultant accomplishes services pursuant to this Agreement.

**9. Licences, Permits, Etc.** Consultant represents and warrants to City that all consultant services shall be provided by a person or persons duly licensed by the State of California to provide the type of services to be performed under this Agreement and that Consultant has all the permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant represents and warrants to City that it shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice its profession.



**10. Business License.** Consultant, and its subcontractors, has obtained or agrees to apply prior to performing any services under this Agreement to City's Finance Department for a business license, pay the applicable business license tax and maintain said business license during the term of this Agreement. The failure to obtain such license shall be a material breach of this Agreement and grounds for termination by City. No payments shall be made to Consultant until such business license(s) has been obtained.

**11. Standard of Performance.** Consultant shall provide products and perform all services required pursuant to this Agreement in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by a member of Consultant's profession currently practicing in California.

Consultant is responsible for making an independent evaluation and judgment of all conditions affecting performance of the work, including without limitation applicable federal, state, and local laws and regulations, and all other contingencies or considerations.

Consultant's responsibilities under this section shall not be delegated. Consultant shall be responsible to City for acts, errors, or omissions of Consultant's subcontractors.

Consultant is responsible for making an independent evaluation and judgment of all conditions affecting performance of the work and shall prepare plans, reports, and/or other work products in such a way that additional costs will not be incurred beyond a project budget approved or amended by the City Manager or his or her designee.

Whenever the scope of work requires or permits review, approval, conditional approval or disapproval by City, it is understood that such review, approval, conditional approval or disapproval is solely for the purposes of administering this Agreement and determining whether the Consultant is entitled to payment for such work, and not be construed as a waiver of any breach or acceptance by the City of any responsibility, professional or otherwise, for the work, and shall not relieve the Consultant of responsibility for complying with the standard of performance or laws, regulations, industry standards, or from liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of Consultant.

**12. Force Majeure.** Neither party shall be considered in default of this Agreement to the extent performances are prevented or delayed by causes or circumstances beyond either party's reasonable control, such as war, riots, strikes, lockouts, work slowdown or stoppage, acts of God, such as floods or earthquakes, and electrical blackouts or brownouts.

In the event that the Consultant is unable to meet the completion date or schedule of services, Consultant shall immediately inform the City Representative of this in writing. If additional time is required to perform the work, the City Representative may adjust the schedule.

**13. Time is of the Essence.** Time is of the essence in this Agreement. Any reference to days means calendar days, unless otherwise specifically stated.

**14. Personnel.** Consultant agrees to assign only competent personnel according to the reasonable and customary standards of training and experience in the relevant field to perform services under this Agreement. Failure to assign such competent personnel shall constitute grounds for termination of this Agreement.

The payment made to Consultant pursuant to this Agreement 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 Agreement. 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.

Consultant shall pay, when and as due, any and all taxes incurred as a result of Consultant's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request.

**15. Consultant Not Agent.** Except as authorized under this Agreement or as City may authorize in a letter of authorization signed by the City Manager or his or her designee, Consultant shall have no authority, express or implied to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, under this Agreement, to bind City to any obligation whatsoever.

**16. Term.** The term of this Agreement shall commence on [REDACTED] and shall continue in full force and effect until [REDACTED].

City shall, at its discretion, have the right to extend the term of this Agreement, in intervals of [REDACTED], by written notice to Consultant. The total duration of this Agreement, including the exercise of any options under this section, shall not exceed three years.

If the term of this Agreement extends into fiscal years subsequent to that in which it is initially approved, such continuation of the Agreement is contingent on the appropriation of funds for such purpose by the City Council of the City of Vallejo.

If funds to effect such continued payment are not appropriated, Consultant agrees to terminate any services supplied to City of Vallejo under this Agreement, and relieve City of any further obligation therefore.

**17. Termination or Abandonment by City.** The City has the right, at any time and in its sole discretion, to immediately terminate or abandon any portion or all of the services to be provided under this Agreement by giving notice to Consultant. Upon receipt of a notice of termination, Consultant shall perform no further work except as specified in the notice. Before the date of termination, Consultant shall deliver to City all City records and documents, all work product, whether completed or not, as of the date of termination and not otherwise previously delivered.

The City shall pay Consultant for services performed in accordance with this Agreement before the date of termination. If this contract provides for payment of a lump sum for all services or by task and termination occurs before completion of the work or any defined task which according to the performance schedule was commenced before the notice of termination, the fee for services performed shall be based on an amount mutually agreed to by City and Consultant for the portion of work completed in conformance with this Agreement before the date of termination. In addition, the City will reimburse Consultant for authorized expenses incurred and not previously reimbursed. The City shall not be liable for any fees or costs associated for the termination or abandonment except for the fees, and reimbursement of authorized expenses, payable pursuant to this section.

**18. Products of Consulting Services.** The work product, including without limitation, all writings, work sheets, reports, recordings, drawings, files, detailed calculations and other work products, whether complete or incomplete, of Consultant resulting from services rendered pursuant to this Agreement, shall become the property of City. Consultant agrees that all copyrights which arise from creation of the work under this Agreement shall be vested in the City and waives and relinquishes all claims to copyright or other intellectual property rights in favor of the City. City acknowledges that its use of the work product is limited to the purposes contemplated by the scope of work and that the Consultant makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

Documents submitted to the City in electronic format shall be formatted according to specifications provided by the City, or if not otherwise specified, in Microsoft Word, Excel, PowerPoint or other Microsoft Office Suite (2002) format as appropriate for the particular work product or, if directed by the City Representative in Adobe Acrobat PDF format.

**19. Cooperation by City.** City shall, to the extent reasonable and practicable, assist and cooperate with Consultant in the performance of Consultant's services hereunder.

**20. Assignment and Subcontracting.** Consultant shall not subcontract, assign or transfer voluntarily or involuntarily any of its rights, duties or obligation under this Agreement without the express written consent of the City Manager or his or her designee in each instance. Any attempted or purported assignment of any right, duty or obligation under this Agreement without said consent shall be void and of no effect.

If subcontracting of work is permitted, Consultant shall pay its subcontractor within ten (10) days of receipt of payment by City for work performed by a subcontractor and billed by the Consultant. Use of the term subcontractor in any other provision of this contract shall not be construed to imply authorization for Consultant to use subcontractors for performance of any service under this Agreement.

The City is an intended beneficiary of any work performed by Consultant's subcontractor for purposes of establishing a duty of care between the subcontractor and City.

Any subcontractor or assignee consented to by City shall be bound by all terms and conditions of this agreement and the same shall be incorporated into and made a part of any assignment or subcontractor agreement.

**21. Successors and Assigns.** All terms, conditions, and provisions of this Agreement shall apply to and bind the respective heirs, executors, administrators, successors, and assigns of the parties. Nothing in this section is intended to affect the limitation on assignment.

**22. Non-Discrimination/Fair Employment Practices.**

(a) Consultant shall not, because of race, religious creed, color, sex, national origin, ancestry, disability, medical condition, age, marital status or sexual orientation of any person, refuse to hire or employ, or to bar or discharge from employment, or to discriminate in compensation, or in terms, conditions or privileges any person, and every employee will receive equal opportunity for employment and shall be granted equal treatment with respect to compensation, terms, conditions or other privileges of employment, without regard to his race, religious creed, color, sex, national origin, ancestry, or disability, medical condition, age, marital status or sexual orientation.

Consultant warrants and represents it is an equal opportunity employer and agrees it shall not discriminate on the basis of race, religious creed, color, sex, national origin, ancestry, disability, medical condition, age, marital status or sexual orientation in the selection and retention of employees, subcontractors or procurement of materials or equipment.

In all solicitations either by competitive bidding or negotiations made by Consultant for work to be performed under any subcontract, including procurement of

materials or equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligation under this Agreement relative to nondiscrimination and fair employment practices.

Consultant shall include the above provisions of this section in every subcontract, including procurement of materials or equipment.

(b) Consultant agrees to comply with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, the Americans with Disabilities Act of 1990, any other applicable federal and state laws and regulations and City ordinances and regulations hereinafter enacted.

**23. Notices.** All notices or instruments required to be given or delivered by law or this Agreement shall be in writing and shall be effective upon receipt thereof and shall be by personal service or delivered by depositing the same in any United States Post Office, registered or certified mail, postage prepaid, addressed to:

If to City: Hector Rojas  
Long Range Planning Manager  
Planning and Development Svcs. Dept.  
555 Santa Clara Street  
Vallejo, CA 94590  
hector.rojas@cityofvallejo.net

If to Consultant: Person  
Title  
Business name  
Business address  
Email address

Any party may change its address for receiving notices by giving written notice of such change to the other party in accordance with this section.

**24. Integration Clause.** This Agreement, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. This Agreement shall not be amended or modified except by a written agreement executed by each of the parties hereto.

**25. Severability Clause.** Should any provision of this Agreement ever be deemed to be legally void or unenforceable, all remaining provisions shall survive and be enforceable.

**26. Law Governing.** This Agreement shall in all respects be governed by the law of the State of California without regard to its conflicts of law rules. Litigation arising out of or connected with this Agreement shall be instituted and maintained



in the courts of Solano County in the State of California or in the United States District Court, Eastern District of California, Sacramento, California, and the parties consent to jurisdiction over their person and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

**27. Waiver.** Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent or any other right hereunder.

**28. Ambiguity.** The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

**29. Gender.** All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identifications of the person or persons, firm or firms, corporation or corporations may require.

**30. Headings.** The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

**31. Compliance with Laws.** Consultant will comply with all statutes, regulations and ordinances in the performance of all services under this Agreement.

**32. Confidentiality of City Information.** During the performance of services under this Agreement, Consultant may gain access to and use City information regarding, but not limited to, procedures, policies, training, operational practices, and other vital information (hereafter collectively referred to as "City Information") which are valuable, special and unique assets of the City. Consultant agrees that it will not use any information obtained as a consequence of the performance of services under this Agreement for any purpose other than fulfillment of Consultant's scope of work, to protect all City Information and treat it as strictly confidential and proprietary to City, and that it will not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party, other than its own employees, agents or subcontractors who have a need for the City Information for the performance of services under this Agreement, without the prior written consent of City, or as required by law.

Consultant shall treat all records and work product prepared or maintained by Consultant in the performance of this Agreement as confidential.

A violation by Consultant of this section shall be a material violation of this Agreement and will justify legal and/or equitable relief.

Consultant's obligations under this section shall survive the completion of services, expiration or termination of this Agreement.

**33. News and Information Release.** Consultant agrees that it will not issue any news releases in connection with either the award of this Agreement, or any subsequent amendment of or efforts under this Agreement, without first obtaining review and approval of said news releases from City through the City Representative.

**34. City Representative.** The City Representative specified in Exhibit A, or the representative's designee, shall administer this Agreement for the City.

**35. Counterparts.** The parties may execute this Agreement in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument.

**36. Facsimile Signature; Electronic Signature.** This Agreement shall be binding upon the receipt of facsimile signatures or e-mailed by PDF or otherwise. Any person transmitting his or her signature by facsimile or electronically shall promptly send an original signature to the other party pursuant to the notice provision of this Agreement. The failure to send an original shall not affect the binding nature of this Agreement.

**37. Authority.** The person signing this Agreement for Consultant hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of Consultant.

**38. Exhibits.** The following exhibits are attached hereto and incorporated herein by reference:

Exhibit A, entitled "Scope of Work," including any attachments

Exhibit B, entitled "Compensation," including any attachments

Exhibit C, entitled "Insurance Requirements," including attachments

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year shown below the name of each of the parties.

Consultant

CITY OF VALLEJO,  
a municipal corporation

By: \_\_\_\_\_

Person

Title

By: \_\_\_\_\_

Kristin Pollot, AICP

Planning and Development Services  
Director

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
Vallejo Business License No.

ATTEST:

By: \_\_\_\_\_

Dawn G. Abrahamson  
City Clerk

(City Seal)

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Hector Rojas

Long Range Planning Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Veronica A.F. Nebb  
City Attorney

APPROVED AS TO INSURANCE:

\_\_\_\_\_  
Armond Sarkis  
Risk Manager

**EXHIBIT A**  
**SCOPE OF WORK**  
**(Attach copy of Proposal)**

**EXHIBIT B**  
**COMPENSATION**

**1. Consultant's Compensation.**

A. Services: City agrees to pay Consultant, at the rate(s) specified below, for those services set forth in Exhibit A of this Agreement for a total not to exceed \_\_\_\_\_ (\$ \_\_\_\_\_).

**2. Appropriate Billable Hourly Rates for Services and Additional Services.**

Consultant's billable hourly rates shall be as listed in Attachment 1 of Exhibit B, attached hereto and incorporated herein by this reference.

**3. Consultant's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual reasonable expenditures of Consultant for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by City.

**4. Payments to Consultant.**

A. Payments to Consultant shall be made within a reasonable time after receipt of Consultant's invoice, said payments to be made in proportion to services performed.

B. Request for payment shall be sent to:

Dale Miller  
Administrative Analyst  
Planning and Development Services  
555 Santa Clara Street  
Vallejo, CA 94590

**5. Accounting Records of Consultant.** Consultant shall maintain for three (3) years after completion of all services hereunder, all records under this Agreement. Consultant shall keep such records available for audit, inspection and copying by representatives of the City's Finance Department or other government agencies during regular business hours upon twenty four (24) hours' notice.

The obligations of Consultant under this section shall survive this Agreement.

**6. Taxes.** Consultant shall pay, when and as due, any and all taxes incurred as a result of Consultant's compensation hereunder, including estimated taxes,



and shall provide City with proof of such payments upon request.

**7. Taxpayer Identification Number.** Consultant shall provide City with Consultant's complete Request for Taxpayer Identification Number and Certification, Form W-9, as issued by the Internal Revenue Service, and any other State or local tax identification number requested by City.

## EXHIBIT C

### INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of this Agreement, including any extensions thereto, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by the Consultant, their agents, representatives, or employees or subcontractors.

**1. Minimum Scope of Insurance.** Coverage shall be at least as broad as:

A. Insurance Services Office form number GL 0002 covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

B. Insurance Services Office form number CA 0001 covering Automobile Liability, code 1 any auto and endorsement CA 0025.

C. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

D. Professional Liability insurance appropriate to the Consultant's profession (Errors and Omission).

**2. Minimum Limits of Insurance.** Consultant shall maintain limits no less than:

A. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

B. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

C. Workers' Compensation and Employer's Liability: \$1,000,000 per accident for bodily injury or disease. If Consultant is not subject to California Workers' Compensation requirements, Consultant shall file a completed certificate of exemption form which may be obtained from the City prior to commencing any activity authorized hereunder.

D. Professional Liability (Errors and Omission): \$1,000,000 combined single limit per occurrence, and annual aggregate.

**3. Deductible and Self-Insured Retention.** Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City of Vallejo, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**4. Other Insurance Provisions.** The general liability and automobile liability policies, as can be provided, are to contain, or be endorsed to contain, the following provisions:

A. The City of Vallejo, its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects; liability, including defense costs, arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Vallejo, its officers, officials, employees, agents or volunteers. The insurance is to be issued by companies licensed to do business in the State of California.

B. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City of Vallejo, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City of Vallejo, its officers, officials, employees, agents, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

C. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents, or volunteers.

D. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

E. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

F. The workers' compensation and employer's liability policy required hereunder shall be endorsed to state that the workers' compensation carrier

waives its right of subrogation against City, its officers, officials, employees, agents and volunteers, which might arise by reason of payment under such policy in connection with Consultant's performance under this Agreement.

**5. Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

**6. Verification of Coverage.** Consultant shall furnish the City with certificates of insurance and original endorsements effecting general and automobile liability insurance coverage required by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City before work commences.

**7. Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**8. Payment Withhold.** City will withhold payments to Consultant if the certificates of insurance and endorsements required in Paragraph F, above, are canceled or Consultant otherwise ceases to be insured as required herein.

## EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change  <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity</b>  <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known  Congressional District, if known _____	<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known _____	
<b>6. Federal Department/Agency:</b> _____	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable _____	
<b>8. Federal Action Number, if known:</b> _____	<b>9. Award Amount, if known:</b> _____	
<b>10. Name and Address of Lobby Entity</b> (If individual, last name, first name, MI) _____  (attach Continuation Sheet(s) if necessary)	<b>11. Individuals Performing Services</b> (including address if different from No. 10) (last name, first name, MI) _____  (attach Continuation Sheet(s) if necessary)	
<b>12. Amount of Payment (check all that apply)</b> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	<b>14. Type of Payment (check all that apply)</b> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
<b>13. Form of Payment (check all that apply):</b> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____		
<b>15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:</b>  (attach Continuation Sheet(s) if necessary)		
<b>16. Continuation Sheet(s) attached:</b> Yes <input type="checkbox"/> No <input type="checkbox"/>		
<b>17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>		
Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Authorized for Local Reproduction Standard Form - LLL		

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files



**INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
11. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, and print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04