



DATE: September 8, 2026
TO: Mayor and Members of the City Council
FROM: Kristin Pollot, AICP, Planning and Development Services Director
Hector Rojas, Long Range Planning Manager
SUBJECT: **ADOPT A RESOLUTION: 1) APPROVING A CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT WITH RC DESIGN COLLABORATIVE, LLC DBA SITELAB URBAN STUDIO FOR THE PREPARATION OF THE DOWNTOWN VALLEJO SPECIFIC PLAN AND VALLEJO WATERFRONT SPECIFIC PLAN FOR AN AMOUNT NOT TO EXCEED \$2,009,400; 2) APPROVING AN ENVIRONMENTAL CONSULTANT AGREEMENT WITH STANTEC CONSULTING SERVICES INC. FOR AN AMOUNT NOT TO EXCEED \$265,914 FOR RELATED ENVIRONMENTAL REVIEW; AND 3) AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENTS**

RECOMMENDATION

Adopt a resolution: 1) approving a Consultant and Professional Services Agreement with RC Design Collaborative, LLC dba SITELAB urban studio for preparation of the Downtown Vallejo Specific Plan and Vallejo Waterfront Specific Plan for an amount not to exceed \$2,009,400; 2) approving an Environmental Consultant Agreement with Stantec Consulting Services Inc. in an amount not to exceed \$265,914 for related environmental review; and 3) authorizing the City Manager to execute the agreements.

REASONS FOR RECOMMENDATION

The proposed agreements will provide the multidisciplinary planning, urban design, community engagement, economic, historic preservation, infrastructure, implementation, and environmental expertise needed to prepare coordinated, community-supported, and implementable specific plans for Downtown Vallejo and the Vallejo Waterfront.

SITELAB was selected as the highest-ranked firm through a competitive two-stage procurement process. Stantec was included on SITELAB's selected consultant team and will contract directly with the City because environmental consulting services require separate agreement provisions from the City's Consultant and Professional Services Agreement. The combined \$2,275,314 cost of the agreements is fully funded by the Metropolitan Transportation Commission's (MTC) One Bay Area Grant 3 award and requires no local match.

BACKGROUND AND DISCUSSION

What is a Specific Plan?

A specific plan is a detailed planning and regulatory document used to implement a city's general plan within a defined geographic area. It translates broad citywide goals into detailed land use policies, development standards, circulation and public-realm improvements, infrastructure requirements, financing strategies, and implementation actions. Vallejo currently has eight adopted specific plans or comparable area plans: Sonoma Boulevard Specific Plan (2017), Solano 360 Specific Plan (2013), Mare Island Specific Plan (2013), Waterfront Planned Development Master Plan & Design Guidelines (2007), Downtown Vallejo Specific Plan (2005), White Slough Specific Plan (1995), Northgate Specific Plan (1988), and Hiddenbrooke Specific Plan (1987). The current proposal is to replace the existing Downtown and Waterfront plans. Once adopted, the new plans will guide public and private investment and provide greater certainty for the community and decision-makers with regard to the City's vision for future development in the respective areas.

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Why the Downtown and Waterfront Plans Need Updating

The existing Downtown Vallejo Specific Plan (DVSP) and Vallejo Waterfront Planned Development Master Plan (PDMP) and Design Guidelines were adopted in 2005 and 2007, respectively. After nearly two decades, the City is preparing new specific plans that will replace these documents when adopted. The existing documents predate the adoption of Propel Vallejo General Plan 2040, current state housing and planning laws, MTC's Transit-Oriented Communities Policy, contemporary objective design standards, and more recent work addressing climate resilience and environmental justice. Market conditions, infrastructure needs, development economics, community priorities, and the regulatory environment have also changed substantially since the plans were adopted.

The existing DVSP covers Vallejo's historic Downtown core, including the Georgia Street corridor, Vallejo Transit Center, City Hall, and surrounding neighborhoods. The Waterfront PDMP covers the Ferry Terminal, portions of Mare Island Way, waterfront parks and open spaces, and key opportunity sites. These boundaries are not fixed for the new plans. The consultant will evaluate better alignment with the Waterfront & Downtown PDA, resolve overlaps between the Downtown, Waterfront, and Sonoma Boulevard planning documents, and consider a broader Waterfront boundary along Vallejo's shoreline. Final boundaries will be established through plan adoption. The plans will refine the General Plan 2040 vision; establish land use, urban design, and development standards; support housing and economic development; improve connections to the ferry terminal; and identify necessary infrastructure and implementation actions.

OBAG 3 Funding and Project Selection

The One Bay Area Grant (OBAG) Program is administered by MTC to implement Plan Bay Area, the Bay Area's long-range transportation and land use strategy. OBAG 3 uses federal transportation funds to support transportation improvements, land use planning, and community development projects that advance regional priorities, including housing production, reduced greenhouse gas emissions and vehicle travel, equitable access to transportation, and coordination of growth with transit and existing infrastructure. The program places particular emphasis on Priority Development Areas (PDAs), which are locally nominated locations identified for housing and job growth near transit.

Downtown Vallejo and the waterfront form the City's principal civic, commercial, cultural, transportation, and shoreline district and are located within the designated Vallejo Waterfront & Downtown PDA. The PDA surrounds the Vallejo Ferry Terminal and contains significant opportunities for infill housing, employment, commercial activity, recreation, and public-realm investment. Preparing new Downtown and Waterfront specific plans advances OBAG 3 objectives by coordinating future growth with transit, walking, bicycling, infrastructure, affordable housing, economic development, and equitable community benefits.

MTC's Transit-Oriented Communities (TOC) Policy applies within one-half mile of the Vallejo Ferry Terminal, a Tier 4 TOC area. MTC's April 2026 Administrative Guidance explains that local consistency is voluntary, not a regulatory requirement. However, consistency can affect eligibility or competitiveness for MTC discretionary funding; for existing station areas, OBAG is currently the program through which MTC considers it. The policy addresses residential and commercial density; affordable housing production, preservation, and protection and

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commercial stabilization; parking management; and station access and circulation. The new Downtown and Waterfront specific plans will compare City policies and zoning with these standards and identify potential changes for future City consideration.

In January 2023, the City was awarded \$2.4 million in OBAG 3 funding. Of the total award, \$1.4 million is allocated to the new Downtown Plan and \$1.0 million is allocated to the new Waterfront Plan. On June 24, 2025, the City Council approved Supplements No. 1 and No. 2 to the City's Master Funding Agreement with MTC, accepted the grant funds, and appropriated them in Capital Grants and Contribution Fund No. 221. The award requires no local match.

Procurement and Consultant Selection

On October 27, 2025, the City issued separate, concurrent Requests for Proposals (RFPs) for the Downtown and Waterfront specific plans, with proposals due December 12, 2025. Because of the projects' proximity, overlapping issues, and shared policy context, the RFPs and published responses to proposer questions allowed teams to submit one coordinated proposal covering both projects. The City noted that a combined approach could demonstrate efficiencies, coordination benefits, or cost savings, but provided no formal scoring preference for combined proposals.

The City received seven proposals, from: RC Design Collaborative, LLC dba SITELAB Urban Studio (SITELAB), MIG, Mithun, Opticos Design, Gruen Associates, Urban Field Studio, and Wallace Roberts & Todd. A six-member evaluation committee (including staff from the City Manager's Office, Planning & Development Services Department, Economic Development Department, and Public Works Department) reviewed the proposals for responsiveness and scored them based on staffing qualifications and capacity, relevant experience, project methodology, references, and cost relative to the services proposed. The three highest-ranked firms (Wallace Roberts & Todd, SITELAB, and Opticos Design) were interviewed in person on March 2, 2026, and re-scored using the RFP criteria, including interview responses. SITELAB received the highest final average weighted score, and as such, was selected for contract negotiations.

Proposed Agreements and Scope of Services

The \$2,009,400 Consultant and Professional Services Agreement with SITELAB covers the planning, engagement, technical analysis, plan preparation, and implementation work described below. SITELAB's proposal included Stantec as its environmental and infrastructure consultant. During negotiations, the City determined that the environmental review work should be placed in a direct agreement with Stantec because the City's Environmental Consultant Agreement contains provisions tailored to CEQA work that differ from the Consultant and Professional Services Agreement used for planning services. The two agreements contain coordinated scopes and require SITELAB and Stantec to work with the City and one another so that the plans, project descriptions, technical analyses, environmental documents, and schedules remain consistent.

Both agreements include contingency allowances within their respective not-to-exceed amounts: \$120,118 under the SITELAB agreement and \$12,639 under the Stantec agreement. These allowances are not part of the base scopes and may be used only for additional services authorized by the City in writing. Depending on needs identified during the process, contingency services may include additional community or advisory

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committee meetings, stakeholder engagement, technical analyses, plan revisions, public hearing support, or expanded environmental review. Use of the contingency allowances would not increase the Council-authorized contract amounts.

Planning Process and Overall Schedule

SITELAB's work program is organized into three overlapping phases over approximately 18 months. Project management and community engagement will continue throughout the process, while technical studies, plan preparation, and environmental review will proceed concurrently where appropriate. The phased approach is intended to establish a factual foundation before land use alternatives are prepared, allow the community and decision-makers to evaluate meaningful choices, and then translate the selected direction into implementable planning documents.

Phase 1 - Listen, Define, and Discover (Approximately Months 1-7)

The first phase will launch the project, confirm objectives and decision-making procedures, establish the schedule and engagement strategy, create project branding and a multilingual website, and compile a shared GIS database and project base maps. The website will serve as the central location for project information, events, documents, online feedback, and interactive mapping. The project team will also conduct a site walk and review existing plans, studies, regulations, and available data.

Existing Conditions, Historic Resources, Market, and Housing Analysis

The consultant team will prepare an existing conditions and opportunities and constraints assessment covering land use and urban form, demographics, housing, economic and market conditions, transportation and parking, pedestrian and bicycle access, utilities and infrastructure, climate resilience, environmental justice indicators, public facilities, and related planning initiatives. This work is intended to establish a common factual foundation, identify issues that may limit or support future development, and focus later alternatives on solutions that are technically and economically realistic.

For Downtown, the consultant will prepare a Historic Context Statement and Historic Resource Survey. A Historic Context Statement explains the major historical events, development patterns, architectural themes, communities, and cultural influences that shaped the area; it provides the framework needed to understand why particular properties or places may be significant. The related survey will evaluate previously identified and age-eligible properties using applicable local, state, and federal criteria and document the findings through survey forms, a report, and GIS data. This information will support preservation policies, objective standards, future CEQA review, and greater certainty for property owners and applicants. The study and survey will not, by themselves, designate a property as a historic resource or change its regulatory status.

The consultant will also prepare market demand, development feasibility, and preliminary housing strategy analyses. These studies will examine residential, retail, office, hospitality, and other relevant market sectors and identify opportunities and constraints affecting investment. Testing market conditions alongside the City's housing and economic development objectives will help avoid a plan that is visionary but financially unrealistic and will inform land use alternatives, development standards, and implementation strategies.

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Community Engagement Throughout the Process

Following project kickoff, SITELAB will prepare a Community Engagement Strategy establishing the framework for participation throughout the process. Developed with City staff, it will identify stakeholders and advisory groups; define milestones, engagement opportunities, communication methods, and performance measures; establish procedures for documenting input; and target multilingual outreach to populations historically underrepresented in planning. It will coordinate engagement for the specific plans and anti-displacement work and allow outreach to be refined as the project proceeds. Engagement will continue through the vision, alternatives, preferred plan, and final documents.

The scope includes a Community Advisory Committee to provide community-based perspectives and a Technical Advisory Committee to coordinate with City departments, utilities, transportation providers, public agencies, and other technical stakeholders. It also includes up to six targeted stakeholder listening sessions, up to six community listening sessions in accessible and informal settings, up to four pop-up events at locations such as community events, farmers markets, art walks, libraries, parks, schools, and senior programs, and public workshops at major project milestones.

A dedicated project website, up to three multilingual online feedback forms, interactive mapping, fact sheets, frequently asked questions, social media materials, and QR-code-based tools will provide additional ways to participate. Public-facing materials will be prepared in English, Spanish, and Tagalog, with interpretation and accessibility measures identified through the engagement strategy. The agreement also includes up to \$10,000 to compensate community representatives and community-based organizations for their time and to reduce barriers to participation.

Engagement will be tied directly to project decisions. The first phase will focus on existing conditions, lived experience, community priorities, and a shared vision. The second will ask participants to compare alternatives and trade-offs and help refine a preferred land use plan. The final phase will explain how public input was incorporated and provide opportunities to review the draft and final plans. Engagement summaries will document major themes, concerns, and recommendations and describe how that input affected subsequent work.

Anti-Displacement Analysis and Policy Development

New development and public investment can create housing, jobs, services, and public improvements, but can also raise land values, rents, and operating costs and place pressure on existing residents, businesses, organizations, and cultural institutions. Addressing displacement early allows the City to evaluate feasible protections before major land use decisions are made and helps existing communities share in the benefits of reinvestment. Dedicated engagement will inform an Anti-Displacement Feasibility Study. The study will evaluate residential, commercial, cultural, and institutional displacement risks and strategies used locally and in comparable jurisdictions.

This work will build on the City's implementation of Housing Element Program F 1.1.3, which directs the City Council to consider rent stabilization, just-cause eviction, tenant anti-harassment, and tenant right-to-counsel measures. The July 24, 2026 renter-protections memorandum provided baseline research on rent stabilization

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and just cause, and a City Council study session is tentatively scheduled for September 29, 2026. The consultant will incorporate subsequent Council direction and provide additional engagement, feasibility, comparable-practice, and policy support included in the agreement. The broader work may also identify measures supporting small businesses, community-serving organizations, and cultural institutions.

Phase 2 - Envision and Assess (Approximately Months 4-9)

Using the technical findings and community input from Phase 1, the consultant will prepare a community vision and guiding principles for each plan area. These principles will establish the values and outcomes against which later land use alternatives will be evaluated. The team will then prepare up to three coordinated concept alternatives illustrating different approaches to land use, development intensity, mobility, urban form, public spaces, infrastructure, and implementation priorities. The purpose is not to select a predetermined proposal, but to make choices and trade-offs understandable before a preferred direction is selected.

The land use alternatives will be compared against the guiding principles, opportunities and constraints, community input, infrastructure needs, and development feasibility. The consultant will test up to four representative development prototypes and conduct developer and market interviews to assess whether contemplated development types are economically achievable and what changes or public actions may improve feasibility. Community feedback, technical evaluation, Planning Commission and City Council input, and City direction will then be combined into a preferred plan for the interconnected study area.

The preferred plan will be supported by strategy memoranda addressing climate adaptation, equity and environmental justice, infrastructure, parking management, access to the ferry terminal and other transportation facilities, and consistency with MTC's Transit-Oriented Communities Policy. Together, these deliverables will establish the policy and technical framework for drafting the two specific plans.

Phase 3 - Refine and Document (Approximately Months 10-18)

After selection of a preferred land use plan, SITELAB will prepare separate Administrative Draft and Public Review Draft Specific Plans for Downtown and the Waterfront. The plans will include policies, maps, development standards, objective design standards, mobility and public-realm improvements, infrastructure recommendations, and implementation actions. Objective standards are measurable rules addressing matters such as building form and massing, setbacks, ground-floor activity, streets, open space, and the relationship of new development to existing neighborhoods and historic resources. Clear objective standards provide greater predictability while translating the community vision into requirements that can be administered over time.

SITELAB will also prepare an infrastructure financing and implementation strategy identifying needed improvements, preliminary order-of-magnitude costs, phasing, responsible parties, partnership opportunities, and potential funding tools. Potential tools may include grants, development impact fees, assessment districts, Enhanced Infrastructure Financing Districts (EIFDs), and public-private partnerships. This work is intended to make the plans actionable by linking recommendations to funding sources and responsible entities rather than leaving them as unfunded aspirations.

Following public and environmental review, the consultant will revise the documents in response to comments,

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Planning Commission recommendations, and City Council direction and prepare plans suitable for adoption. Once adopted, the plans will be implemented through review of private development applications, administration of development standards, the City's Capital Improvement Program and annual budgeting, infrastructure projects, grants, partnerships, and other assigned actions. This will allow the plans to guide both public investment and private development rather than remain aspirational documents.

Environmental Review and the Stantec Agreement

The \$265,914 Environmental Consultant Agreement with Stantec covers environmental project management, preparation of a CEQA Strategy and Preliminary Approach Memorandum, development of a detailed CEQA compliance scope for City approval, consultation and technical analysis, mitigation and findings materials, public hearing support, direct costs, and contingency. Environmental work will be coordinated with SITELAB's land use alternatives, project descriptions, technical studies, and draft plans so that the planning and CEQA records remain consistent.

The appropriate CEQA document has not yet been predetermined. Stantec will first evaluate the existing General Plan environmental review, the proposed plans, and legally supportable options for tiering, streamlining, or other forms of compliance. Work beyond the preliminary strategy will proceed only after the City approves the recommended approach and authorizes the detailed scope in writing. The resulting environmental document will be circulated and considered before the City acts on either specific plan.

Schedule and Future Decision Points

Both agreements will commence upon full execution, and extend through June 30, 2028. The consultant's proposed work program anticipates approximately 18 months of active planning, engagement, technical analysis, environmental review, and adoption support. The contract term allows time for City review, public notice and hearings, environmental processing, and schedule contingencies.

The Planning Commission and City Council will be engaged at major milestones. Study sessions are anticipated during development of the preferred plan so that decision-makers can consider community input, alternatives, trade-offs, and the emerging policy direction before draft documents are completed. The Public Review Draft Specific Plans and environmental document will then be released for public review. The Planning Commission will hold a noticed public hearing and make recommendations, and the City Council will hold a noticed public hearing and decide whether to adopt each plan and complete the associated CEQA action. Approval of these two consultant agreements does not approve any land use alternative, development standards, historic designations, CEQA document, anti-displacement policies, or either specific plan; those matters remain subject to future public review and discretionary action.

FISCAL IMPACT

The combined not-to-exceed amount of the two agreements is \$2,275,314. The costs will be tracked and invoiced to the applicable MTC supplemental agreement as follows:

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Budget Item	Downtown Specific Plan	Waterfront Specific Plan	Total
Consultant agreements	\$1,327,411	\$947,903	\$2,275,314
Remaining staff/administration budget	\$72,589	\$52,097	\$124,686
Total OBAG 3 Grant	\$1,400,000	\$1,000,000	\$2,400,000

The agreements remain within the \$2.4 million grant and leave \$124,686 for eligible City staff time and grant administration. No budget amendment is required, no local match is required, and there will be no impact to the General Fund.

ENVIRONMENTAL REVIEW

Approval of the consultant agreements is an administrative activity that will not cause a direct or reasonably foreseeable indirect physical change in the environment and is therefore not a project under CEQA Guidelines Section 15378(b)(5). The new Downtown Vallejo and Vallejo Waterfront specific plans will undergo the appropriate CEQA review before the City acts on either plan.

ATTACHMENTS

1.	Resolution Approving Consultant Prof. Svcs. Agrmts. SiteLab_ & Stantec_CAO Stamp
2.	Consultant and Professional Services Agreement_Sitelab_Specific Plans_CAO Stamp
3.	Environmental Consultant Agreement Stantec_Specific Plans_CAO Stamp

CONTACT

Kristin Pollot, AICP, Planning & Development Services Director, (707) 648-4326

kristin.pollot@cityofvallejo.net

Hector Rojas, Long-Range Planning Manager, (707) 553-7283

hector.rojas@cityofvallejo.net

Approved as to form:

By:  for
Veronica A.F. Nebb
City Attorney

RESOLUTION NO. 26-____ N.C.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALLEJO: 1) APPROVING A CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT WITH RC DESIGN COLLABORATIVE, LLC DBA SITELAB URBAN STUDIO FOR PREPARATION OF THE DOWNTOWN VALLEJO SPECIFIC PLAN AND VALLEJO WATERFRONT SPECIFIC PLAN FOR AN AMOUNT NOT TO EXCEED \$2,009,400; 2) APPROVING AN ENVIRONMENTAL CONSULTANT AGREEMENT WITH STANTEC CONSULTING SERVICES INC. IN AN AMOUNT NOT TO EXCEED \$265,914 FOR RELATED ENVIRONMENTAL REVIEW; AND 3) AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENTS

WHEREAS, in January 2023, the City was awarded \$2,400,000 in One Bay Area Grant 3 funding administered by the Metropolitan Transportation Commission, with \$1,400,000 allocated to the Downtown Vallejo Specific Plan and \$1,000,000 allocated to the Vallejo Waterfront Specific Plan; and

WHEREAS, on June 24, 2025, the City Council approved Supplements No. 1 and No. 2 to the City's Master Funding Agreement with the Metropolitan Transportation Commission, accepted the grant funds, and appropriated them in Capital Grants and Contribution Fund No. 221; and

WHEREAS, on October 27, 2025, the City issued separate, concurrent Requests for Proposals for preparation of the new Downtown Vallejo Specific Plan and new Vallejo Waterfront Specific Plan, and allowed qualified teams to submit one coordinated proposal covering both projects; and

WHEREAS, the City received seven proposals, evaluated them using the criteria established in the Requests for Proposals, interviewed the three highest-ranked firms on March 2, 2026, and selected RC Design Collaborative, LLC dba SITELAB urban studio (SITELAB) as the highest-ranked firm following interviews; and

WHEREAS, Stantec Consulting Services Inc. (Stantec) was included on SITELAB's selected consultant team, and the City determined during negotiations that the environmental review work should be placed in a separate direct agreement with Stantec using the City's contract provisions specific to environmental consulting services; and

WHEREAS, City staff recommends approval of a Consultant and Professional Services Agreement with SITELAB in an amount not to exceed \$2,009,400 and an Environmental Consultant Agreement with Stantec in an amount not to exceed \$265,914, each with a term continuing through June 30, 2028.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Vallejo hereby finds that approval of the consultant agreements is an administrative activity and is therefore not a project under California Environmental Quality Act Guidelines Section 15378(b)(5).

BE IT FURTHER RESOLVED that the City Council hereby approves the Consultant and Professional Services Agreement with RC Design Collaborative, LLC dba SITELAB urban studio in an amount not to exceed \$2,009,400.

BE IT FURTHER RESOLVED that the City Council hereby approves the Environmental Consultant Agreement with Stantec Consulting Services Inc. in an amount not to exceed \$265,914.

BE IT FURTHER RESOLVED that the City Council hereby authorizes the City Manager to execute the agreements, with any modifications recommended by the City Attorney and with the City Clerk to attest.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Vallejo, State of California, on the 8th day of September 2026 by the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

ANDREA SORCE, MAYOR

ATTEST:

DAWN G. ABRAHAMSON, CITY CLERK

Approved as to form:

By:  for
Veronica A.F. Nebb
City Attorney

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

SITELAB URBAN STUDIO

This Consultant and Professional Services Agreement (“Agreement”) is made at Vallejo, California, dated for reference this _____ day of _____, 2026, by and between the City of Vallejo, a municipal corporation (“City”), and RC Design Collaborative, LLC dba SITELAB urban studio, 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 “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.** With respect to Claims or Liabilities (as defined below) arising out of or relating to Consultant’s physical activities and operations in connection with its performance of this Agreement other than its performance of professional services, Consultant shall indemnify, hold harmless, and defend City, its officers, officials, directors, employees, agents, volunteers and affiliates (collectively, the “City Indemnitees”) and each of them from any and all actions, claims, demands, causes of action, judgments, damages, costs, expenses, attorney’s fees, consultant’s fees, expert fees, losses or liability, in law or in equity, of every kind and nature whatsoever (collectively, “Claims or Liabilities”) 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 in connection with their operations 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.

With respect to Claims or Liabilities arising out of or relating to this Agreement or the performance of professional services by Consultant, and their adequacy or inadequacy, Consultant shall indemnify, hold harmless, and (reimburse but not defend upfront) the City Indemnitees, and each of them, from and against any and all Claims or Liabilities to the extent arising out of, pertaining to, or relating to the negligent acts, errors, or omissions (including ordinary or gross negligence), recklessness, or willful misconduct of Consultant, its directors, employees, subcontractors, or agents in the performance of this Agreement, or the professional services. This indemnity shall include, without limitation, Claims or Liabilities asserted by third parties and Claims or Liabilities arising from disputes between Consultant and the City concerning Consultant's performance of this Agreement, except that this indemnity shall not apply to Claims or Liabilities arising from the sole negligence or willful misconduct of the City.

If a court of competent jurisdiction issues a final judgment invalidating the City's adoption of the Specific Plan, in whole or in part, Consultant shall, at its sole cost, revise, amend, supplement or modify its work product as necessary to address the legal deficiencies identified by the court and to render the work product compliant with applicable California planning and zoning law, to the extent that the legal deficiency is attributable to the acts, errors, or omissions of Consultant or its subcontractors, and not to inaccurate information supplied by the City or to modifications made by the City after Consultant's completion of the work product. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

Consultant shall also 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 performance of professional services, or the operations or performance of professional services of any subcontractor, related to costs or benefits associated with California Public Employment Retirement System (CalPERS) membership where Consultant supplies a CalPERS member who CalPERS determines is subject to enrollment.

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. General Prohibition on Assignment of CalPERS Members and Annuitants. Consultant shall not hire, employ, or use, as an employee, subcontractor or agent of Consultant (Assigned Individual) any California Public Employment Retirement System (CalPERS) member or annuitant in connection with the provision of services under this Agreement. Nor shall Consultant allow any of its subcontractors, agents, or other representatives to employ CalPERS members or annuitants for the purpose of performing work under this Agreement. Failure to comply with the provisions of this section shall constitute a material breach of Consultant's obligations under this Agreement and shall be grounds for termination.

The City Manager and the Human Resources Director may together approve an exception which they determine either: (i) meets the requirements of CalPERS relating to Independent Contractors; or (ii) where such Assigned Individual who is an Annuitant, has not, and will not, exceed 960 total hours in a fiscal year (July 1 to June 30) for all CalPERS employers combined, and satisfies all other CalPERS annuitant requirements. No Assigned Individual, regardless of CalPERS membership at the time the labor is provided, may exceed 1,000 hours in a fiscal year (July 1 to June 30).

16. 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.

17. Term. The term of this Agreement shall commence on the date it is fully executed by both parties and shall continue in full force and effect until June 30, 2028.

City shall, at its discretion, have the right to extend the term of this Agreement, in intervals of 90 days, 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 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 therefor.

18. 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.

19. 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.

20. Cooperation by City. City shall, to the extent reasonable and practicable, assist and cooperate with Consultant in the performance of Consultant's services hereunder. City shall provide Consultant with all pertinent data, documents and other information as is reasonably available to City for the proper performance of Consultant's services under this Agreement. Consultant is entitled to reasonably rely upon the accuracy and completeness of such data and information, and Consultant shall provide City with written notice of any known defects in such data and information. City shall arrange for access to and make all provisions for Consultant and its subconsultants to enter upon public and private property as required for Consultant and its subconsultants to perform their services under this Agreement.

21. 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.

22. 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.

23. 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.

24. 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 Division

555 Santa Clara Street
Vallejo, CA 94590

If to Consultant:

Laura Crescimano
Principal
RC Design Collaborative, LLC
dba SITELAB urban studio
660 Mission Street, Suite 200
San Francisco, CA 94105

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.

Routine administrative communications shall be made pursuant to section 1 of Exhibit A.

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 Govering. 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, unless a part of the public record.

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. However, notwithstanding the foregoing, Consultant may reference City and a description of the scope of work Consultant performed for City to future clients for purposes of demonstrating Consultant's relevant experience, expertise and skills without City's prior consent.

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.

RC DESIGN COLLABORATIVE, LLC
DBA SITE LAB URBAN STUDIO

CITY OF VALLEJO,
a municipal corporation

By: _____
Laura Crescimano
Principal

By: _____
Harry Black
Interim City Manager

DATE: _____

DATE: _____

ATTEST:

(City Seal)

By: _____
Dawn G. Abrahamson
City Clerk

APPROVED AS TO FORM:

By: _____ *for*
Veronica A. F. Nebb
City Attorney

APPROVED AS TO INSURANCE:

By: _____
Armond Sarkis
Risk Manager

EXHIBIT A

SCOPE OF WORK

1. **Representatives.** The City Representative for this Agreement is:

Hector Rojas
Long Range Planning Manager
Planning and Development Services Department
555 Santa Clara Street
Vallejo, CA 94590
Office: 707-553-7283
Hector.Rojas@cityofvallejo.net

The Consultant's Representative for this Agreement is:

Laura Crescimano
Principal
RC Design Collaborative, LLC dba SITELAB urban studio
660 Mission Street, Suite 200
San Francisco, CA 94105
415-852-6940
lcrescimano@sitelaburbanstudio.com

All routine administrative communications between the parties will be between the above-named representatives and may be by personal delivery, mail, facsimile transmission, or electronic mail as agreed between the Consultant Representative and City's Representative.

2. **Services to be Provided.** The services provided shall be as set forth in Attachment 1 of Exhibit A, attached hereto and incorporated herein by this reference.

3. **Time for Performance.** Consultant will perform the services according to the schedule below. If the schedule calls for the services to be performed in phases or discrete increments, Consultant shall not proceed from one phase or increment to the next without written authorization from the City's Representative. Consultant will complete all services by June 30, 2028.

5. **No Set Work Hours.** Consultant shall be solely responsible for determining the working hours of its individual personnel, employees, agents, and representatives within the limitations otherwise provided in this Agreement.

ATTACHMENT 1 OF EXHIBIT A

SERVICES TO BE PROVIDED

The City is preparing two new specific plans to guide future growth, development, infrastructure investment, mobility improvements, housing production, economic development, environmental justice, climate resilience, and public realm enhancements within the City's Downtown and Waterfront planning areas.

The Downtown and Waterfront planning areas contain many of Vallejo's most significant civic, commercial, cultural, transportation, and shoreline assets. The Specific Plans are intended to implement and refine the vision established by the Propel Vallejo General Plan 2040, support compliance with applicable regional and state requirements, including the Metropolitan Transportation Commission's Transit-Oriented Communities (TOC) Policy, and provide a coordinated framework for future public and private investment.

Consultant shall provide professional planning, urban design, economic development, community engagement, historic preservation, mobility planning, and implementation services necessary to prepare the Downtown Vallejo Specific Plan and Vallejo Waterfront Specific Plan. Services shall include project management; community and stakeholder engagement; existing conditions analysis; opportunities and constraints evaluation; alternatives development; preparation of vision, policy, and implementation frameworks; objective design and development standards; infrastructure financing strategies; adoption support; and preparation of final plan documents.

Environmental review required for adoption of the Specific Plans shall be prepared under a separate agreement between the City and Stantec Consulting Services and is not included within this Scope of Services, except where coordination with the environmental review consultant is specifically identified.

Task 1.0: Project Initiation and Management

The purpose of this task is to establish the organizational, administrative, communication, and engagement framework necessary to support preparation of the Downtown Vallejo Specific Plan and Vallejo Waterfront Specific Plan. Consultant shall initiate the project, establish project management procedures, develop a community engagement strategy, prepare project branding and communication materials, and compile baseline mapping and data resources necessary to support subsequent planning activities.

Task 1.1: Kick-Off Meeting and On-Going Project Management

Kick-Off Meeting

Consultant shall coordinate and facilitate a project kick-off meeting with City staff to initiate the planning process and review project objectives, scope, schedule, roles and responsibilities, communication protocols, and key project milestones. The meeting shall establish project assumptions, identify information needs, and confirm procedures for review and approval of project deliverables.

On-Going Project Management

Consultant shall prepare and maintain a project work plan and schedule and shall provide overall project management throughout the duration of the planning process. Consultant shall coordinate and facilitate bi-weekly project team meetings, monitor project progress, maintain action items, and provide regular status updates to City staff. Project management activities shall include coordination with the environmental review consultant retained by the City under a separate agreement.

Deliverables for Task 1.1:

- Kickoff Meeting Agenda, Facilitation, and Summary
- Site Walk with City Staff
- Project Schedule, including monthly updates
- Bi-weekly project team coordination meetings, agendas, and summaries

1.2: Community Engagement Strategy

Consultant shall prepare a Community Engagement Strategy that establishes a comprehensive and transparent framework for public participation throughout the planning process. The Community Engagement Strategy shall identify opportunities to engage residents, businesses, property owners, community-based organizations, governmental agencies, and other stakeholders, with particular emphasis on populations that have historically been underrepresented in planning efforts.

Following project kickoff, Consultant shall work with City staff to develop the Community Engagement Strategy and identify key stakeholders, community-based organizations, and advisory groups that should participate in the planning process. The strategy shall establish project milestones, engagement opportunities, communication methods, performance measures, and procedures for documenting and reporting community input. The strategy shall address outreach activities related to both the Specific Plan process and anti-displacement planning efforts and identify opportunities to coordinate those activities where appropriate.

The Community Engagement Strategy shall also:

- Establish project messaging, communication materials, and outreach tools suitable for use across digital, print, and in-person engagement platforms;
- Identify targeted outreach methods intended to engage populations that have historically been underrepresented in planning and public decision-making processes and ensure outreach materials are accessible and available in multiple languages, as appropriate; and
- Establish procedures for evaluating the effectiveness of outreach efforts and refining engagement strategies throughout the planning process.

Deliverables for Task 1.2:

- Community Engagement Strategy – Draft and Final

1.3: Project Branding, Website, & Base Materials

Project Branding and Website

Consultant shall develop a project branding and communications framework to support public outreach and engagement activities throughout the planning process. Branding materials shall provide a consistent visual identity and messaging platform for both Specific Plans and may include outreach templates, website content, fact sheets, frequently asked questions, presentation templates, and other public-facing materials.

Consultant shall coordinate with City staff to develop project messaging and communication materials that clearly explain the purpose, objectives, and anticipated outcomes of the planning process. Materials shall be designed to support participation by a broad range of stakeholders and shall be prepared in English, Spanish, and Tagalog.

Consultant shall develop and maintain a project website to serve as the primary

online portal for project information, announcements, engagement opportunities, and project documents. The website shall be updated periodically throughout the planning process and may include interactive mapping tools, online surveys, comment forms, and other features intended to facilitate public participation and collection of location-specific feedback.

GIS Database and Project Basemap

Consultant shall compile, organize, and maintain available GIS and CAD information relevant to the project and shall prepare project basemaps to support existing conditions analysis, alternatives development, environmental review coordination, and Specific Plan preparation. Basemaps will clearly identify planning area boundaries, major physical features, transportation facilities, land use patterns, and other relevant information necessary to support project analyses and mapping.

Consultant shall maintain GIS data generated throughout the planning process and shall provide final GIS databases and associated mapping files to the City upon completion of the project.

Deliverables for Task 1.3:

- Project Branding Guide, including graphic palette and presentation template
- Draft and Live Project Website, including milestone updates
- Outreach Templates for Community Engagement Activities
- Consolidated GIS Database
- Project Basemaps for Existing and Proposed Conditions within the Planning Areas

This task assumes the following:

- Bi-weekly project coordination meetings will be conducted virtually and will not exceed one hour in duration.
- City review periods of up to 30 business days for draft deliverables, depending on document length and complexity. City shall provide written confirmation that final deliverables are deemed complete, or supply a compiled list of remaining technical deficiencies, within 30 business days of receipt, unless another time period is mutually agreed upon for the specific task. Deliverables not commented upon within the specified review period shall be considered final.

- Overall project schedule and task durations may be adjusted as necessary to accommodate City review timelines, public hearing schedules, and other project-related scheduling considerations.

Task 2.0: Existing Conditions and Opportunities/Constraints Analysis

The purpose of this task is to document existing conditions within the planning areas, identify opportunities and constraints affecting future development and investment, and establish the technical foundation necessary to support alternatives development, environmental review, and preparation of the Specific Plans.

2.1: Existing Conditions and Mobility Assessment

Existing Conditions Assessment

Consultant shall conduct an Existing Conditions Assessment for the Study Area to document physical, regulatory, economic, and community conditions relevant to preparation of the Specific Plans. The assessment shall incorporate review of existing plans, policies, technical studies, mapping resources, demographic information, and field observations, as well as input received through community engagement activities.

Consultant shall evaluate existing land use patterns, zoning regulations, urban form, transportation infrastructure, public facilities, open space resources, Priority Development Area designations, MTC TOC Policy requirements, climate resilience considerations, and environmental justice indicators. Consultant shall also review relevant planning efforts and studies affecting the planning areas, including adjacent and overlapping planning initiatives, to identify opportunities for coordination and implementation.

Consultant will assess infrastructure conditions through mapping and analysis of existing conditions, utility capacity, service gaps, and planned public works projects. Mapping will be developed in GIS based on best available data for inclusion in the project GIS database and project basemap. Topographic mapping and survey is not anticipated and is therefore excluded from this scope of work. Layers may include but are not limited to Potable Water supply and distribution, Wastewater conveyance and treatment, Recycled water use and distribution, Roadway and Streetscape, Stormwater Management and Water Quality, Power and Energy.

The Existing Conditions Assessment shall identify key opportunities and constraints affecting future development, mobility, housing, economic development, climate adaptation, and public realm improvements and shall provide a foundation for subsequent alternatives development and policy recommendations.

Mobility Assessment

Consultant shall conduct a comprehensive mobility assessment of multimodal circulation and transportation conditions within the Study Area. The assessment shall include evaluation of roadway operations, transit access, pedestrian and bicycle connectivity, parking conditions, safety considerations, and vehicle miles traveled metrics consistent with applicable City and regional requirements.

The Mobility Assessment shall identify transportation opportunities and constraints, multimodal network gaps, safety concerns, capacity limitations, parking issues, and other factors relevant to development of the Specific Plans. Findings shall be documented through narrative analysis and mapping and shall inform future mobility strategies, capital improvement recommendations, and implementation measures.

Deliverables for Task 2.1:

- Existing Conditions Assessment for Study Area – Draft and Final, including: Physical Conditions and Urban Form; PDA Profile; Infrastructure Assessment; and Opportunities and Constraints Maps
- GIS dataset layers for existing infrastructure for Study Area
- Mobility Assessment for the Study Area – Draft and Final

2.2: Downtown Historic Context and Resource Survey

Consultant shall prepare a Historic Context Statement for Downtown Vallejo that documents the historical themes, development patterns, architectural character, and cultural resources that have shaped the planning area. The Historic Context Statement shall be based upon archival research, review of existing documentation, and evaluation of historic development trends.

Consultant shall conduct a historic resource survey within the Downtown Vallejo Specific Plan Area, including evaluation of previously identified resources and age-eligible properties. The survey shall include reconnaissance-level and intensive-level evaluations, as appropriate, and shall identify properties that may qualify for designation or protection under applicable local, state, or federal historic resource criteria.

Consultant shall prepare a Historic Survey Report and associated California Department of Parks and Recreation (DPR) forms documenting survey findings and recommendations. Survey data shall be provided in a format compatible with the City's GIS database.

Deliverables for Task 2.2:

- Downtown Vallejo Historic Context Statement – Draft and Final
- Downtown Historic Resource Survey, including individual DPR 523 evaluation forms for eligible properties and survey report – Draft and Final

- | |
|--|
| <ul style="list-style-type: none">• Downtown Historic Resource Survey Final Spreadsheet and GIS Data |
|--|

2.3: Market Demand and Housing Strategy Memoranda

Consultant shall prepare a Market Demand and Feasibility Memorandum evaluating economic, demographic, and real estate market conditions relevant to the Downtown and Waterfront planning areas. The memorandum shall assess residential, retail, office, hospitality, industrial, and other relevant market sectors and shall identify opportunities, constraints, and trends that may influence future development and investment.

The analysis shall include review of available demographic and economic data, market indicators, development trends, and stakeholder input, as appropriate. Findings shall be used to evaluate the feasibility of potential land use alternatives and implementation strategies considered during the planning process.

Based on the market analysis and applicable City policies, Consultant shall prepare a Preliminary Housing Strategy Memorandum identifying potential strategies to facilitate housing production, improve housing affordability, support a diversity of housing types, and advance applicable Housing Element objectives. The memorandum shall consider market conditions, community priorities, and best practices from comparable jurisdictions and shall identify opportunities to support future housing development within the planning areas.

Deliverables for Task 2.3:

- | |
|--|
| <ul style="list-style-type: none">• Market Demand and Feasibility Memorandum – Draft and Final• Preliminary Housing Strategy Memorandum – Draft and Final |
|--|

This task assumes the following:

- All deliverables, except the Historic Context Statement and Historic Resource Survey, shall be prepared for the combined Study Area and may include planning area-specific findings where appropriate.
- One round of City review and comment on each assessment and memorandum.
- Historic resource survey activities shall be limited to properties located within the Downtown Vallejo Specific Plan Area.
- Existing infrastructure will be assessed at a high level to understand and identify critical deficiencies. Should detailed analysis of certain areas or

utilities be warranted based on our findings, Consultant will inform the City and provide a scope/fee amendment.

Task 3.0: Community Engagement

Consultant shall implement the Community Engagement Strategy prepared under Task 1.0 and conduct a coordinated public participation program for the Downtown and Waterfront planning areas. Engagement activities shall be designed to inform preparation of the Specific Plans, gather community input regarding existing conditions and future opportunities, evaluate alternatives, and support development of the Preferred Plan and final planning documents.

To maximize efficiency and reduce participation fatigue, engagement activities shall generally be conducted for the combined Study Area. Engagement shall be organized into three phases corresponding to major project milestones:

- Phase 1 – Existing Conditions, Opportunities, and Community Vision
- Phase 2 – Alternatives Development and Preferred Plan Refinement
- Phase 3 – Final Plan Review and Adoption Support

Consultant shall document community input throughout the planning process and demonstrate how feedback informed development of the Specific Plans.

3.1: Engagement Meetings, Events, and Materials

Advisory Committee Meetings

Consultant shall support engagement with City-designated advisory committees throughout the planning process, including a Community Advisory Committee (CAC) and Technical Advisory Committee (TAC).

The CAC shall serve as a forum for residents, business owners, community-based organizations, property owners, and other community stakeholders to provide input regarding community priorities, planning issues, alternatives, and policy recommendations. The CAC shall provide community-based perspectives to help inform preparation of the Specific Plans.

The TAC shall serve as a forum for representatives of governmental agencies, utility providers, transportation agencies, special districts, and other technical stakeholders to review project findings, identify implementation considerations, coordinate planning efforts, and provide technical input regarding proposed recommendations.

Consultant shall attend and facilitate CAC and TAC meetings throughout the planning process and shall prepare agendas, presentation materials, and meeting summaries. Consultant shall facilitate up to two meetings per advisory committee during each of the first two engagement phases, for a total of up to four meetings per advisory committee. At least one meeting per advisory committee shall include discussion of anti-displacement issues and strategies.

Stakeholder Interviews and Online Engagement

Consultant shall conduct stakeholder outreach activities to gather focused input from community-based organizations, business representatives, residents, youth, seniors, housing advocates, governmental agencies, and other interested parties. Consultant shall conduct up to six stakeholder listening sessions with targeted stakeholder groups to obtain detailed feedback regarding planning issues, opportunities, community priorities, and proposed recommendations. Consultant shall work with City staff to identify participants and prepare agendas, discussion guides, and supporting materials for each session.

In addition to stakeholder listening sessions, Consultant shall conduct up to six community listening sessions designed to provide accessible, grassroots engagement opportunities within neighborhoods and community settings. Community listening sessions may occur in informal settings such as coffee chats, neighborhood gatherings, community events, or similar venues intended to meet participants where they are and encourage participation by individuals who may not otherwise engage through traditional public meetings.

Consultant shall maintain a budget of up to \$10,000 to support participation in stakeholder and community listening sessions by community representatives, community-based organization representatives, and other participants identified through the Community Engagement Strategy. Funds may be used to compensate participants for their time, encourage participation, and reduce barriers to engagement, particularly among historically underrepresented populations.

Dedicated anti-displacement engagement activities shall be conducted early in the planning process to inform preparation of the anti-displacement feasibility study and related policy recommendations. Such engagement shall include coordination with the stakeholders identified through the Community Engagement Strategy, as appropriate.

Consultant shall also prepare and administer up to three online multilingual feedback forms to gather community input at key project milestones. Online engagement tools shall be made available through the project website and may include interactive mapping tools, questionnaires, topic-specific feedback opportunities, and QR-code-based distribution methods intended to expand participation and awareness of engagement opportunities.

Pop-Up Events and Outreach Materials

Consultant shall conduct up to four community outreach activities at locations and events throughout Vallejo to increase awareness of the planning process and expand participation opportunities. Outreach activities may include pop-up events,

informational booths, community gatherings, and similar engagement opportunities at locations identified in coordination with City staff. Potential locations may include community events, farmers markets, art walks, libraries, parks, schools, senior programs, neighborhood gatherings, and other high-visibility locations within the community.

Pop-up events shall be designed to meet people where they are and maximize participation by individuals who may not otherwise engage through traditional public meetings. Activities may include informational displays, interactive exercises, project information boards, fact sheets, visual preference surveys, mapping activities, and other tools intended to efficiently gather community input. Consultant shall provide opportunities for participants to access online engagement tools through QR codes and other digital engagement methods, as appropriate.

Consultant shall prepare an Outreach Toolkit to support public engagement and maintain consistent project messaging across digital and print media. The Outreach Toolkit may include fact sheets, project summaries, frequently asked questions (FAQs), social media graphics, presentation materials, website content, and other communication tools necessary to support engagement activities and expand awareness of the planning process. Materials shall be prepared in formats suitable for distribution through both digital and in-person channels and shall be translated, as appropriate, to support participation by Vallejo's diverse communities.

Public Workshops

Consultant shall organize and facilitate public workshops at key project milestones to present project information and obtain community feedback. Workshops shall include presentation materials, interactive exercises, opportunities for public discussion, and documentation of participant input. Workshop topics shall generally include existing conditions and community visioning, alternatives evaluation, and preferred plan development.

Consultant shall provide translation and accessibility measures consistent with the Community Engagement Strategy.

Engagement Summaries

Consultant shall prepare summaries documenting engagement activities conducted during each phase of the planning process. Summaries shall identify major themes, key concerns, opportunities, and recommendations raised by participants and shall describe how community feedback informed subsequent planning activities.

Deliverables for Task 3.1

- Up to 2 in-person CAC meeting agendas, presentation materials, and summary notes
- Up to 2 TAC meeting agendas, presentation materials, and summary notes
- Up to 6 stakeholder listening sessions, including agendas, presentation materials, and summary notes
- Up to 6 community listening sessions, including agendas and summary notes
- Up to 3 online multilingual feedback forms, including draft and final surveys and summary reports
- Up to 4 pop-up events, including engagement materials and summary notes
- Outreach materials, including outreach templates, promotional materials, website content, fact sheets, and FAQs
- Up to 2 public workshops, including agendas, presentation materials, and summaries
- Up to 2 Community Engagement Summary Memoranda

3.2: Commission and Council Hearing Support

Consultant shall provide technical support for Planning Commission and City Council meetings related to preparation and adoption of the Specific Plans.

Preferred Plan Review

Consultant shall prepare presentation materials summarizing community engagement findings, alternatives evaluation, and the Preferred Plan for presentation at Planning Commission and City Council study sessions. Consultant shall assist City staff by providing technical information, graphics, draft text, and other materials necessary to support preparation of staff reports and meeting presentations.

Final Plan Review and Adoption

Consultant shall support public hearings associated with review and adoption of the Specific Plans. Consultant shall prepare presentation materials summarizing the final planning recommendations and shall attend meetings to present project information and respond to questions from decision-makers and the public. Final staff reports shall be prepared and issued by the City.

Deliverables for Task 3.2:

- Preferred Plan presentation materials for Planning Commission study session – Draft and Final

- Preferred Plan presentation materials for City Council study session – Draft and Final
- Technical review and support materials for City-prepared staff reports
- Planning Commission and City Council hearing presentations for final plan adoption
- Attendance at up to four public hearings

This task assumes the following:

- Engagement activities shall generally be conducted for the combined Study Area.
- The City shall identify advisory committees, appoint members, and coordinate meeting scheduling and notices.
- The City shall be responsible for securing meeting venues, audiovisual equipment, childcare services, and refreshments for in-person public workshops.
- Consultant shall be responsible only for the direct costs identified in the approved project budget.
- City shall be responsible for printing costs exceeding the budgeted reimbursable amount.
- Public engagement during preparation of the draft Specific Plans and environmental review shall occur primarily through Planning Commission and City Council study sessions and hearings.
- Consultant attendance at public hearings is limited to the meetings identified in this scope.
- The City shall prepare official meeting minutes and maintain the administrative record for all Planning Commission and City Council hearings.

Task 4.0: Vision, Guiding Principles, and Alternatives Development

The purpose of this task is to establish a community-based vision for the planning areas, develop guiding principles to inform future decision-making, and evaluate alternative land use, mobility, and urban design concepts that will inform preparation of the Preferred Plan.

4.1: Community Vision Statement and Alternatives Report

Community Vision Statement

Consultant shall prepare a Community Vision Statement and associated Guiding Principles based on information collected through community engagement activities, existing conditions analysis, technical studies, and City policy objectives. The Community Vision Statement shall establish a long-term framework for future growth, development, mobility, economic development, housing, environmental stewardship, and public realm improvements within the planning areas.

Consultant shall prepare Guiding Principles that articulate the core values and objectives that will guide development of the Specific Plans. Guiding Principles may address both Study Area-wide priorities and planning area-specific considerations where appropriate.

Concept Alternatives

Consultant shall prepare and evaluate up to three concept alternatives for the Study Area. Alternatives shall reflect varying approaches to land use, mobility, development intensity, urban form, public realm improvements, and implementation priorities.

Consultant shall utilize maps, diagrams, illustrations, and other graphic materials to communicate the characteristics of each alternative and facilitate comparison of their relative advantages, constraints, and trade-offs. Alternatives shall be evaluated for consistency with the Community Vision Statement, Guiding Principles, technical analyses, and community input received throughout the planning process.

Deliverables for Task 4.1:

- Community Vision Statement and Guiding Principles Presentation for each Plan Area – Draft and Final
- Up to 2 design workshops with City staff to review and refine alternative concepts
- Land Use Alternatives Presentation for the Study Area – Preliminary and Revised, including: Up to 3 alternative land use and connectivity diagrams; High-level development capacity comparison; and Evaluation of each alternative relative to Guiding Principles, opportunities, and constraints

4.2: Development Feasibility Report

Consultant shall evaluate the economic feasibility of up to four representative

development typologies within the Study Area. The analysis shall consider market conditions, development costs, revenue assumptions, regulatory requirements, and other factors affecting the viability of future development.

Consultant shall prepare development feasibility analyses for representative development prototypes and shall identify opportunities, constraints, and potential implementation measures that could improve project feasibility and support achievement of Specific Plan objectives.

Developer and Market Interviews

Consultant shall conduct up to six developer and market interviews with developers, industry representatives, economists, and other market participants to obtain information regarding development feasibility, market conditions, implementation challenges, and investment opportunities within Downtown and Waterfront Vallejo.

Findings from the feasibility analysis and interviews shall be documented in a Development Feasibility Report and shall be used to inform preparation of the Preferred Plan and implementation strategies.

Development Feasibility Report

Consultant will provide input related to utility service, drainage, and overall circulation infrastructure. Infrastructure will be developed at a conceptual level to support each of the three alternatives. Specifically, typical street sections will be prepared, utility systems will be laid out in GIS, and exhibits will be prepared identifying open space, drainage characterization, and key points of connection to existing infrastructure. Infrastructure will be sized using land use classifications for water, sewer, and power demand. Full demand models will be developed at a conceptual level to identify pipe sizing and system requirements such as pumps. Detailed design showing valves, manholes, etc. is beyond the scope anticipated for this effort.

At a conceptual level, Consultant will prepare rough order-of-magnitude (ROM) cost estimates for major infrastructure components associated with each alternative, based on preliminary layouts, unit cost assumptions, and high-level system sizing, to support comparative evaluation of alternatives. Detailed engineering-level cost estimating is beyond the scope of this effort.

Deliverables for Task 4.2:

- Alternatives Development Feasibility Report for the Study Area – Draft and Final
- Developer Interview Summary Presentation documenting key findings and recommendations

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| <ul style="list-style-type: none">• GIS dataset layers for proposed infrastructure for three alternatives• Typical roadway sections in graphical form (PDF/CAD)• Up to four (4) exhibits per alternative for open space, drainage characterization and points of connection• Infrastructure Assessment Cost Summary Tables |
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This task assumes the following:

- Community Vision Statements and Guiding Principles will be prepared for each Specific Plan Area.
- Concept alternatives will be prepared for the combined Study Area and will clearly identify the boundaries of the Downtown and Waterfront planning areas.

Task 5.0: Preferred Plan Development

The purpose of this task is to prepare a Preferred Plan for the Study Area and develop the policy, implementation, and technical framework necessary to support preparation of the Specific Plans.

5.1: Preferred Plan and Strategy Memoranda

Preferred Plan

Consultant shall prepare a Preferred Plan for the Study Area based on the findings of previous tasks, including community engagement, existing conditions analysis, market and feasibility studies, historic resource analysis, mobility assessments, alternatives evaluation, and other technical work products. The Preferred Plan shall establish a coordinated framework for future land use, mobility, housing, economic development, climate resilience, environmental justice, public realm improvements, and implementation.

The Preferred Plan shall summarize the recommended planning framework for the Study Area and identify strategic priorities, land use concepts, mobility improvements, public realm enhancements, and implementation objectives that will serve as the foundation for preparation of the Specific Plans.

Climate Adaptation Strategy Memorandum

Consultant shall prepare a Climate Adaptation Strategy Memorandum identifying climate-related vulnerabilities, resilience objectives, and adaptation strategies applicable to the Study Area. The memorandum shall evaluate opportunities to improve resilience to sea level rise, flooding, extreme heat, and other climate-

related hazards and shall identify policies, programs, infrastructure investments, and implementation measures that support long-term adaptation.

Recommendations shall be informed by applicable regional and local planning efforts, including climate resilience planning initiatives and relevant General Plan policies and amendments.

Equity & Environmental Justice Strategy Memorandum

Consultant shall prepare an Equity and Environmental Justice Strategy Memorandum evaluating environmental justice conditions, disadvantaged communities, vulnerable populations, access to community resources, and existing inequities within the Study Area.

The memorandum shall identify opportunities to improve equitable access to housing, transportation, public facilities, parks, healthy food, economic opportunity, and other community benefits. Recommendations shall include policies and implementation measures intended to reduce environmental burdens, improve community health and safety, and advance equitable outcomes within the planning areas.

Public Realm and Placemaking Memorandum

Consultant shall prepare a Public Realm and Placemaking Memorandum establishing a vision and framework for streets, open spaces, public gathering areas, urban design, and placemaking improvements within the Study Area. The memorandum shall identify public realm priorities and design objectives intended to strengthen neighborhood character, improve pedestrian experiences, enhance connectivity, and support economic activity and community identity.

The memorandum shall include diagrams, precedent imagery, and other graphic materials necessary to communicate recommended urban design concepts, public realm improvements, and placemaking strategies.

Interim Activation Study

Consultant shall prepare an Interim Activation Study identifying near-term opportunities to activate public spaces, support local businesses, celebrate cultural assets, and enhance public life within Downtown and Waterfront Vallejo. The study may evaluate opportunities including temporary events, façade improvements, ground-floor activation strategies, public art installations, temporary street closures, temporary open space improvements, and other placemaking initiatives. The study shall identify priority action areas and implementation opportunities that may be pursued prior to buildout of the Specific Plans and shall include mapping of recommended activation areas and up to five pilot projects suitable for near-

term implementation.

Infrastructure Strategy Memorandum

Building upon the Existing Conditions Assessment, proposed infrastructure improvements will be developed to complement the Preferred Plan. Improvements will not only address necessary upgrades but also integrate sustainable practice into the fabric of the community infrastructure. Consultant will prepare a brief infrastructure strategy focused on storm drainage, flood control, water system, and sanitary systems, as well as thoughtful re-use of stormwater and use of recycled water and renewable energy opportunities as appropriate. The memo will present proposed improvements at a conceptual level to identify the infrastructure necessary to support the Preferred Plan. The memo will identify which utilities need to be upgraded, expanded, or extended to provide service to the development sites in the Study Area and which utilities may need to be abandoned in place. This strategy memo will be coordinated with the Implementation Plan (Task 7.1).

TOC Parking Management Strategy Compliance Memorandum

Consultant shall prepare a TOC Parking Management Strategy Compliance Memorandum evaluating parking policies, parking standards, transportation demand management measures, shared parking opportunities, and related implementation tools necessary to support compliance with applicable Metropolitan Transportation Commission Transit-Oriented Communities Policy requirements.

The memorandum shall evaluate parking management strategies that support reduced vehicle dependence while maintaining consistency with the development objectives of the Specific Plans.

TOC Station Access Strategy Compliance Memorandum

Consultant shall prepare a TOC Station Access Strategy Compliance Memorandum evaluating pedestrian, bicycle, transit, and multimodal access conditions within the Study Area. The memorandum shall identify access improvements, mobility hub opportunities, priority projects, funding considerations, and implementation strategies necessary to support compliance with applicable Transit-Oriented Communities Policy requirements.

Recommendations shall address access gaps, connectivity improvements, mobility hub opportunities, project prioritization, and implementation responsibilities.

TOC Density Strategy Compliance

Consultant shall prepare a TOC Density Strategy Compliance Memorandum

evaluating consistency of the Specific Plans with applicable Metropolitan Transportation Commission Transit-Oriented Communities Policy requirements related to residential density, commercial intensity, affordable housing, parking standards, transportation demand management measures, and related policy requirements.

The memorandum shall identify any compliance gaps and recommend modifications necessary to achieve consistency with applicable TOC requirements.

Deliverables for Task 5.1:

- Preferred Plan Summary Presentation for the Study Area – Draft and Final
- Climate Adaptation Strategy Memorandum for the Study Area – Draft and Final
- Equity and Environmental Justice Strategy Memorandum for the Study Area – Draft and Final
- Public Realm and Placemaking Memorandum for the Study Area, including Interim Activation Study – Draft and Final
- Infrastructure Strategy Memo for Study Area - Draft and Final
- GIS dataset layers for proposed infrastructure for Preferred Alternative
- TOC Parking Management Strategy Compliance Memorandum for the Study Area – Draft and Final
- TOC Station Access Strategy Compliance Memorandum for the Study Area – Draft and Final
- TOC Density Strategy Compliance Memorandum for the Study Area – Draft and Final

5.2: Anti-Displacement Feasibility Study

Consultant shall prepare an Anti-Displacement Feasibility Study evaluating the potential for residential, commercial, cultural, and other forms of displacement associated with future growth and development within Downtown Vallejo. The study shall evaluate existing conditions, displacement risks, community concerns, and best practices from comparable jurisdictions and shall identify strategies that may assist in reducing displacement and promoting housing stability.

The study shall assess the feasibility and potential effectiveness of a range of anti-displacement strategies and programs and shall identify opportunities to support residents, businesses, community organizations, and cultural institutions that may be vulnerable to displacement pressures. Although the study shall focus on conditions within the Downtown Vallejo Specific Plan Area, recommendations may include strategies applicable on a citywide basis.

Anti-Displacement Policy Memorandum

Consultant shall prepare a memorandum evaluating potential policy approaches associated with anti-displacement strategies identified through community engagement, technical analysis, and best practice research. The memorandum shall summarize community input received during the planning process, identify available policy options, and evaluate considerations associated with implementation of such measures.

To the extent community recommendations or policy alternatives raise regulatory, or implementation issues, the memorandum shall identify and evaluate those considerations.

Ordinance Support

At the direction of the City, Consultant shall provide community outreach, technical analysis, research, policy evaluation, and preparation of supporting materials in support of City's proposed ordinances. Final policy recommendations, ordinance language, legal conclusions, and adoption decisions shall remain the responsibility of the City and City Attorney.

Deliverables for Task 5.2

- Anti-Displacement Feasibility Study (Downtown Vallejo Specific Plan Area) – Draft and Final
- Anti-Displacement Policy Memorandum
- Draft Anti-Displacement Ordinance Support Materials

This task assumes the following:

- Preferred Plan is prepared for the combined Study Area denoting boundaries of respective Plan Areas.
- Strategy memoranda prepared under this task are intended to establish the policy framework for the Specific Plans and inform subsequent plan preparation. The memoranda are not intended to function as regulatory documents.
- Draft and final deliverables will be reviewed by City staff and comments will be consolidated and transmitted to Consultant through a designated City representative.
- To the extent that existing and proposed capacities are known and provided to Consultant by the utilities or service agencies, they will be reviewed to

identify their ability to meet the needs of the Preferred Plan and deficiencies will be noted.

- No modeling of any storm drain, flood control, water system, sanitary sewer system or other wet or dry utility is included. No field verification or new data collection will be performed.
- TOC compliance memoranda shall be focused on documenting consistency with applicable Metropolitan Transportation Commission Transit-Oriented Communities Policy requirements and identifying actions necessary to achieve compliance.
- TOC compliance memoranda shall be prepared for the combined Study Area. Additional scope may be required if separate memoranda are required by the Metropolitan Transportation Commission for each Specific Plan Area.
- City will coordinate directly with the Metropolitan Transportation Commission regarding TOC compliance determinations, reporting requirements, and acceptance of compliance documentation.

Task 6.0: Draft Specific Plan Preparation

The purpose of this task is to prepare Administrative Draft and Public Review Draft versions of the Downtown Vallejo Specific Plan and Vallejo Waterfront Specific Plan. Building upon the technical analyses, community engagement activities, alternatives evaluation, Preferred Plan, and strategy memoranda prepared under previous tasks, Consultant shall develop comprehensive planning documents that establish the policy, land use, urban design, mobility, implementation, and development framework for the planning areas.

6.1: Draft Specific Plans

Administrative Draft Specific Plans

Consultant shall prepare an Administrative Draft Downtown Vallejo Specific Plan and an Administrative Draft Vallejo Waterfront Specific Plan based on the Preferred Plan, strategy memoranda, technical studies, community engagement results, and other work products prepared under previous tasks.

The Specific Plans shall establish a comprehensive planning framework for the Downtown and Waterfront planning areas and shall include land use, urban

design, mobility, housing, economic development, climate resilience, public realm, infrastructure, implementation, and other topics necessary to support long-term planning and implementation objectives.

Consultant shall prepare a working outline for the Specific Plans and shall coordinate with City staff regarding document organization, chapter structure, graphic standards, and overall content. Consultant shall review applicable planning documents, development regulations, objective design standards resources, and comparable planning documents to inform preparation of the Specific Plans.

Consultant shall prepare plan narratives, maps, figures, policies, implementation measures, development standards, objective design standards, and supporting graphics necessary to communicate the vision and recommendations of the Specific Plans. The Administrative Draft Specific Plans shall be internally consistent and coordinated with applicable General Plan policies, zoning regulations, and other relevant planning documents.

Consultant shall evaluate existing development standards and design regulations and identify opportunities to improve clarity, consistency, objectivity, and implementation effectiveness. Objective design standards shall be tailored to the unique characteristics and development objectives of the Downtown and Waterfront planning areas.

Specific Plan content may address, but is not limited to, land use and development, mobility and circulation, access and connectivity, urban design, public realm improvements, placemaking, open space, building form and massing, ground-floor activation, implementation actions, infrastructure improvements, and objective design standards.

Public Review Draft Specific Plans

Following City review of the Administrative Draft Specific Plans, Consultant shall revise the documents based on consolidated City comments and prepare Public Review Draft Specific Plans for public circulation and review. Consultant shall coordinate with City staff regarding comment resolution and document revisions necessary to support public review and subsequent environmental review and adoption processes.

Deliverables for Task 6.1:

- Working Outline for Specific Plans, including a recommended list of Objective Design Standard categories
- Administrative Draft Downtown Vallejo Specific Plan
- Administrative Draft Vallejo Waterfront Specific Plan
- Public Review Draft Downtown Vallejo Specific Plan

• Public Review Draft Vallejo Waterfront Specific Plan
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This task assumes the following:

- Administrative Draft Specific Plans may contain clearly identified placeholder text, graphics, figures, or other content that will be completed or refined prior to preparation of the Public Review Draft Specific Plans.
- Assumes a City review period of approximately three weeks for Administrative Draft Specific Plans. Extended review periods may require adjustment of the project schedule.
- Assumes City comments will be consolidated and transmitted through a designated City representative and will identify any conflicting comments or issues requiring additional direction.
- Scope does not include preparation of comprehensive new zoning code chapters. Existing zoning districts and development standards may be utilized and adapted where appropriate. New standards shall be prepared only where necessary to implement the Specific Plans and support the development types and urban conditions envisioned for the planning areas.

Task 7.0: Infrastructure Financing and Implementation Strategy

The purpose of this task is to identify funding mechanisms, financing tools, implementation strategies, and partnership opportunities necessary to support implementation of the Downtown Vallejo Specific Plan and Vallejo Waterfront Specific Plan. Consultant shall evaluate potential funding sources and implementation approaches for infrastructure improvements, public realm investments, mobility projects, climate resilience initiatives, public facilities, and other capital improvements identified through the planning process.

7.1: Infrastructure Financing and Implementation Strategy

Consultant shall prepare an Infrastructure Financing and Implementation Strategy for the Downtown Vallejo Specific Plan Area and Vallejo Waterfront Specific Plan Area. The strategy shall identify potential funding mechanisms, financing tools, implementation approaches, and partnership opportunities necessary to support public improvements and implementation of the Specific Plans.

Based on the Preferred Plan and infrastructure strategy memo (Task 5), Consultant will provide preliminary magnitude of order cost estimates, timeframe, and relative priority for needed upgrades or new infrastructure based on quantity

takeoffs for the Preferred Plan associated with each Specific Plan Area. Consultant and the City will develop an overall phasing strategy that identifies the sequencing of infrastructure improvements. Given infrastructure may benefit both Plan Areas, implementation planning will occur collectively for the combined Study Area.

Consultant shall evaluate potential funding sources for infrastructure improvements, transportation and mobility projects, public facilities, parks and open space improvements, shoreline and climate resilience projects, public realm improvements, and other capital investments identified through the planning process. Funding sources may include, but are not limited to, Enhanced Infrastructure Financing Districts, development impact fees, assessment districts, grants, public-private partnerships, and state, regional, and federal funding programs.

Based on the recommended public improvements and implementation actions identified in the Specific Plans, Consultant shall prepare funding matrices identifying potential funding sources, implementation considerations, and responsible entities associated with major categories of improvements.

Consultant shall also provide a high-level qualitative assessment of fiscal and implementation considerations associated with the recommended financing and implementation framework.

Deliverables for Task 7.1:

- Infrastructure Financing and Implementation Strategy for the Study Area – Draft and Final
- Infrastructure Cost Estimate for Study Area - Draft and Final
- Downtown Infrastructure Implementation Plan - Draft and Final
- Waterfront Infrastructure Implementation Plan - Draft and Final

This task assumes the following:

- Funding recommendations shall be based on the public improvements, infrastructure needs, and implementation actions identified through the planning process.
- The strategy shall identify potential funding sources and implementation considerations but shall not include preparation of financing district formation documents, nexus studies, development impact fee studies, grant applications, or other implementation documents.

- Existing infrastructure will be assessed at a high level to understand and identify critical deficiencies. Should detailed analysis of certain areas or utilities be warranted based on our findings, we will inform the City and provide a scope/fee amendment.

Task 8.0: Adoption and Final Plan Preparation

The purpose of this task is to support review, refinement, and adoption of the Downtown Vallejo Specific Plan and Vallejo Waterfront Specific Plan and to prepare final plan documents for long-term use and implementation by the City. Consultant shall incorporate revisions resulting from public review, environmental review, Planning Commission recommendations, and City Council direction and shall prepare Draft Final and Final Specific Plans suitable for adoption and publication.

8.1: Final Specific Plans

Consultant shall prepare Draft Final and Final versions of the Downtown Vallejo Specific Plan and Vallejo Waterfront Specific Plan based on public review comments, environmental review findings, Planning Commission recommendations, City Council direction, and other revisions identified during the plan review and adoption process.

Draft Final Specific Plans

Following completion of public review and receipt of City direction regarding proposed revisions, Consultant shall prepare Draft Final Specific Plans incorporating revisions to plan text, maps, figures, implementation measures, objective design standards, and other content, as appropriate. The Draft Final Specific Plans shall serve as the primary planning documents for consideration during Planning Commission and City Council adoption proceedings.

Final Specific Plans

Following adoption by the City Council, Consultant shall prepare Final Specific Plans incorporating any revisions directed by the City during the adoption process. Final documents shall include all adopted text, maps, figures, tables, implementation measures, and supporting graphics and shall be prepared in a format suitable for publication and long-term use by the City.

Consultant shall provide final electronic copies of all adopted Specific Plan documents and associated graphics, maps, and supporting files prepared as part of this task.

Deliverables Task 8.1:

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| <ul style="list-style-type: none">• Draft Final Downtown Vallejo Specific Plan• Final Downtown Vallejo Specific Plan• Draft Final Vallejo Waterfront Specific Plan• Final Vallejo Waterfront Specific Plan |
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This task assumes the following:

- Assumes revisions between the Public Review Draft and Draft Final Specific Plans will be limited to changes resulting from public comments, environmental review findings, Planning Commission recommendations, City Council direction, and other City-requested refinements.
- Assumes the City will provide consolidated comments and direction through a designated City representative.
- Assumes adoption-related revisions will not require preparation of additional alternatives, major restructuring of the Specific Plans, or substantial new technical analyses beyond the scope of work identified herein.
- Final Specific Plans shall be provided in electronic format, including editable source files for text, graphics, maps, and related materials prepared by Consultant.
- Consultant is not responsible in part or whole for final policy decisions, zoning ordinance language, environmental determinations, or legal conclusions established by the City and its staff or agents.

Task 9.0: Contingency

9.1: General Contingency

The purpose of this task is to provide a mechanism for the City to authorize additional services that may be required to address unforeseen issues, emerging opportunities, additional stakeholder input, agency requests, or other project needs identified during the planning process. The following services are not included within the Base Scope of Services but may be authorized by the City, in writing, if additional services are determined to be necessary during the course of the project. Contingency services may include additional public outreach, technical analyses, implementation studies, plan revisions, meeting attendance, presentations, or other work requested by the City that is beyond the scope of services described herein.

Examples of contingency services may include, but are not limited to, the following:

Additional Community Engagement and Hearing Support: Additional participation in Community Advisory Committee (CAC) meetings, Technical Advisory Committee (TAC) meetings, stakeholder interviews, listening sessions, pop-up events, public workshops, Planning Commission meetings, City Council meetings, or other engagement activities beyond those identified in this Scope of Services.

Additional Technical Studies: Preparation of additional technical analyses, implementation studies, fiscal analyses, feasibility evaluations, policy studies, or other planning-related work requested by the City. Such studies may include, but are not limited to, an Opportunity Sites Fiscal Impact Analysis evaluating up to three opportunity sites identified by the City.

Deliverables for Task 9.0:

- Scope, format, and deliverables for contingency services shall be determined by the City at the time such services are authorized in writing.

Budget Allocation

The following table identifies the budget allocated to each task and subtask included in this Scope of Services. Consultant shall perform the services on a time-and-materials basis in accordance with the hourly rates and reimbursable expense provisions set forth in Exhibit “B,” subject to the task and subtask amounts shown below and the total not-to-exceed contract amount.

The task and subtask amounts are intended to establish the anticipated distribution of the project budget. Consultant shall not exceed the total contract amount without prior written authorization from the City. Budget may be reallocated among tasks or subtasks only with the prior written approval of the City’s designated project manager, provided that such reallocation does not increase the total not-to-exceed contract amount or materially modify the Scope of Services.

Task	Description	Budget
1.0	Project Initiation and Management	\$165,425
2.0	Existing Conditions and Opportunities/Constraints Analysis	\$305,135
3.0	Community Engagement	\$251,434
4.0	Vision, Guiding Principles, and Alternatives Development	\$248,645
5.0	Preferred Plan Development	\$381,263
6.0	Draft Specific Plan Preparation	\$379,247
7.0	Infrastructure Financing and Implementation Strategy	\$61,540
8.0	Adoption and Final Plan Preparation	\$56,257

9.0	Contingency	\$120,118
	Direct Costs	\$40,336
	Total Budget	\$2,009,400

Reimbursable direct costs are included within the total not-to-exceed contract amount and shall be invoiced in accordance with the reimbursable expense provisions of Exhibit "B." Consultant shall not exceed the amount allocated for reimbursable direct costs without the City's prior written authorization.

The community participation support allocation identified in the budget is also included within the total not-to-exceed contract amount and may be used only for the purposes described in Task 3.1. Expenditures from this allocation shall be documented and invoiced in a form acceptable to the City and shall not exceed the amount shown in the budget without the City's prior written authorization.

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 and for all authorized reimbursable expenses, for a total not to exceed Two Million Nine Thousand Four Hundred Dollars and Zero Cents (\$2,009,400.00).

Consultant shall notify City in writing no later than thirty (30) days prior to the estimated date when Consultant will have billed City the maximum payment amount permitted under this Agreement, and Consultant shall provide City with an estimate of the additional compensation required to complete the project.

B. Additional Services:

1. Additional Services are those services related to the scope of Services of Consultant as set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing such Additional Services is approved by the City Manager, or his or her designee. City reserves the right to perform any Additional Services with its own staff or to retain other Consultants to perform said Additional Services.

2. Consultant's compensation for Additional Services shall be based on the total number of hours spent on Additional Services multiplied by the employees' appropriate billable hourly rate as established below. City, at its option, may negotiate a fixed fee for some or all Additional Services as the need arises. Where a fixed fee for Additional Services is established by mutual Agreement between City and Consultant, compensation to Consultant shall not exceed the fixed fee amount.

2. Appropriate Billable Hourly Rates for Services and Additional Services. Consultant's billable hourly rates shall be:

Description:	Hourly Rate:
Principal	\$330-\$435
Senior Designer	\$198-\$350
Intermediate Designer	\$175-\$220
Urban Designer	\$156 - \$185

Subconsultant contracts will be billed at direct cost. Reproduction costs will be billed at direct cost. Hourly rates are subject to adjustment on January 1 of each

calendar year. Mileage will be reimbursed at the current IRS standard mileage rate.

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. Consultant may request payment on a monthly basis. Consultant shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of City.

B. All invoices submitted by Consultant shall contain the following information:

1. Description of services billed under this invoice
2. Date of Invoice Issuance
3. Sequential Invoice Number
4. City's Purchase Order Number (if issued)
5. Social Security Number or Taxpayer Identification Number
6. Amount of this Invoice (Itemize all Reimbursable Expenses")
7. Total Billed to Date

C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to Consultant for correction. City shall not be responsible for delays in payment to Consultant resulting from Consultant's failure to comply with the invoice format described above.

D. Request for payment shall be sent to:

City of Vallejo
Attn: Hector Rojas, Long Range Planning Manager
Planning Division
555 Santa Clara Street
Vallejo, CA 94590
Hector.Rojas@cityofvallejo.net

5. Accounting Records of Consultant. Consultant shall maintain for three (3) years after completion of all services hereunder, all records under this Agreement, including, but not limited to, records of Consultant's direct salary costs for all Services and Additional Services performed under this Agreement and records of Consultant's Reimbursable Expenses, in accordance with generally

accepted accounting practices. 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.

Approved as to form:

By:  for
Veronica A.F. Nebb
City Attorney

ENVIRONMENTAL CONSULTANT AGREEMENT

STANTEC CONSULTING SERVICES

THIS AGREEMENT is made and entered into as of this 9th day of September 2026, by and between Stantec Consulting Services Inc., a New York corporation ("**Consultant**"), and the City of Vallejo, California, a municipal corporation and charter city ("**City**").

WHEREAS, City has established procedures for compliance with the requirements of the California Environmental Quality Act of 1970 ("**CEQA**"); and

WHEREAS, the City is undertaking preparation of the Downtown Vallejo Specific Plan and the Vallejo Waterfront Specific Plan (collectively, the "**Project**"), which are intended to guide future land use, development, housing production, economic development, mobility improvements, infrastructure investment, shoreline adaptation, and public realm enhancements within the Downtown and Waterfront plan areas; and

WHEREAS, the City has determined that the Project is subject to CEQA; and

WHEREAS, the City has selected Consultant to conduct the environmental review and prepare the environmental review documentation, supporting technical studies, and related CEQA compliance materials for the Project based on Consultant's skills, qualifications, and past experience in the environmental analysis profession.

NOW, THEREFORE, in consideration of this Agreement and the mutual promises, covenants, and stipulations herein contained, the parties agree as follows:

1. Consultant shall undertake and provide its best efforts to prepare the environmental review and supporting technical analyses required for the Project in conformance with Consultant's proposed scope of work, a true copy of which is attached hereto as **Exhibit "A"** and incorporated herein by reference. Consultant shall perform these services in a manner compatible with the standards of the profession, and in compliance with all applicable federal, state, and local laws, regulations, and guidelines pertaining to CEQA.
2. A. Consultant shall, upon receipt of a signed copy of this Agreement, immediately begin and diligently pursue to completion the environmental review documentation,

supporting technical studies, and related CEQA compliance materials required for the Project. Consultant shall submit work products as indicated in the scope of work.

- B. The Consultant's staff members listed in its proposal are exclusively those who will be the City contacts and who will perform the work as outlined in the proposal. Substitutions must be approved in writing by the City. Anna Radonich shall serve as the principal liaison between the City and Consultant.
- 3. The City Manager may approve written amendments to this Agreement. No change or waiver of this Agreement shall be valid unless made in writing and signed by the City Manager.
- 4. City shall pay Consultant for services rendered hereunder, at the hourly rates of Consultant, a true copy of which is attached hereto as **Exhibit "B"** and incorporated herein by this reference, but not to exceed the maximum contract amount of Two Hundred Sixty-Five Thousand Nine Hundred Fourteen Dollars and Zero Cents (\$265,914.00). Consultant shall render all services and do all things required under the terms and conditions of this Agreement subject to the "not to exceed" amount of \$265,914.00.
- 5.
 - A. Consultant will limit its project expenditures to the not to exceed amount of \$265,914.00 and terminate work when this threshold has been met, unless a revised budget has been mutually established and made a part of this Agreement. If total charges for the Project are less than the total not to exceed amount, City will be billed for only the total charges so accrued.
 - B. Consultant shall forward an invoice to City monthly covering all sums payable to Consultant hereunder for the month preceding the month in which such invoice is sent to City. Invoices submitted shall show:
 - 1. Detailed Charges for Labor
 - 2. Other Reimbursable Expenses, itemized separately
 - 3. Purchased Services
 - C. Invoices shall be prepared in duplicate and submitted to the City at the following address:

City of Vallejo

Attn: Hector Rojas, Long Range Planning Manager
Planning Division
555 Santa Clara Street
Vallejo, CA 94590
Hector.Rojas@cityofvallejo.net

Within thirty (30) days after receipt of an invoice, City shall pay all undisputed invoice amounts plus or minus any adjustments that have been mutually agreed upon in writing.

6. Consultant shall deliver to City one electronic copy of the Administrative Draft environmental document, five hard copies of the public review environmental document, one electronic copy of the Administrative Draft final environmental document, five copies of the final environmental review document.
7. All reports, research material, plans, maps, photos, etc., purchased or developed for this Agreement shall be delivered to and become the sole property of City for its use and the City shall be responsible for distribution of material.
8. Consultant shall not release any administrative, preliminary, or final environmental review document, technical study, memorandum, or other work product prepared pursuant to this Agreement to any person without the prior written consent of the City.
9. Consultant, including its agents, servants, and employees, is not an agent or employee of City, but rather an independent contractor solely responsible for its acts and omissions and this Agreement shall not be construed as an employment contract. The manner in which Consultant performs this contract shall be left to the sole discretion of the Consultant.
10. Consultant represents that, in the acceptance of this assignment, there is no conflict of interest that would impair Consultant's ability to perform the services required under this Agreement in an objective and independent manner.
11. If litigation ensues which pertains to the subject matter of Consultant's services hereunder, Consultant, upon request, shall testify therein at a reasonable and customary fee. However, if the environmental documentation prepared by the Consultant hereunder is successfully challenged in a court of competent jurisdiction and the environmental documentation is found, in whole or in part, inadequate, the Consultant shall, at its sole cost, revise, amend,

supplement, or modify the environmental documentation, and respond to all comments thereto, and attend all necessary hearings required to bring the environmental documentation into compliance with CEQA, so long as the inadequacy is attributable in whole or in part to the performance of Consultant or its subconsultants and/or subcontractors, rather than caused by incorrect information supplied by the City. The provisions of this paragraph No. 11 shall survive the expiration or termination of this Agreement.

12. If legal action is necessary to enforce any provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' and witness fees and legal costs.
13. Consultant may not assign this Agreement, or any monies to be received hereunder, without prior written authorization of the City. Consultant may not enter into any subcontract or sub-consultant Agreement with any other firm or person to perform any of the tasks agreed to be performed hereunder by the Consultant without the prior written authorization of City. In the event that said authorization is given by the City, Consultant shall provide to the City copies of each and every contract into which the Consultant enters with sub-consultants or subcontractors prior to the date that said sub-consultant contracts or subcontractor contracts are executed by the parties.
14. Consultant shall obtain a City Business License prior to any payment. Consultant shall pay the applicable business license tax and maintain said business license during the term of this Agreement.
15. Consultant shall indemnify, hold harmless, release, and defend City, its officers, officials, directors, employees, agents, volunteers and affiliates and each of them to the extent permitted by law from all claims, actions, damages, losses, failure to comply with any current or prospective laws, costs, and expenses of defense that may be asserted by any person including Consultant from any cause arising out of Consultant's negligence. Consultant will perform its services in accordance with the standards of care and diligence normally practiced by reputable environmental engineering firms in performing similar work. If during the one (1) year period following completion or termination of the Agreement, Consultant is notified by City that there is an error in the Consultant's performance as a result of those standards not having been met, Consultant shall, at its own expense, take such corrective actions as may be necessary, within the original Statement of Work, to remedy the error. This remedy is in addition to that described in paragraph No. 11 and is in no way intended to

affect or limit the remedy contained in paragraph No. 11. The provisions of this paragraph No. 15 shall survive the expiration or termination of this Agreement.

Consultant shall also 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 attorneys' 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, related to costs or benefits associated with California Public Employment Retirement System (CalPERS) membership where Consultant supplies a CalPERS member who CalPERS determines is subject to enrollment.

16. Without limiting Consultant's indemnification provided herein, Consultant shall 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 of this Agreement.
17. Consultant shall not be liable to the City for damages of any kind occasioned by delays due to causes beyond Consultant's control and without its fault or negligence, provided Consultant notifies the City as soon as such delay becomes apparent.
18. All notices or instruments required to be given or delivered by law or by 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 Division
555 Santa Clara Street
Vallejo, CA 94590

If to Consultant:

Trevor Macenski, Senior Principal
Stantec Consulting Services, Inc.
2999 Oak Road Suite 800

19. Unless extended by mutual agreement or terminated pursuant to this paragraph, this Agreement shall expire upon Consultant's satisfactory and timely completion of the services contracted for hereunder. This Agreement and all obligations hereunder may be terminated at any time, with or without cause, by the City within its sole discretion upon written notice to the Consultant. Consultant may terminate this Agreement upon thirty (30) days' written notice to the City only for good cause, including without limitation, serious illness or material breach of this Agreement by City. Consultant's written notice of termination shall contain a full explanation of the facts and circumstances constituting good cause. Upon termination, all finished and unfinished documents, project data and reports shall, at the option of the City, become its sole property and shall, at Consultant's expense, be delivered to the City or to any party the City may so designate. In the event of termination by the Consultant, the Consultant shall only be compensated for all work Consultant satisfactorily performs prior to the time Consultant delivers to the City the termination notice, unless other arrangements are agreed to by the City. In the event of termination by the City, the Consultant shall be compensated for all work satisfactorily performed prior to the time Consultant receives the termination notice, and shall be compensated for materials ordered by the Consultant, and services of others ordered by the Consultant prior to receipt of the City's termination notice whether or not such materials or instruments of services of others have actually been delivered to Consultant or to the City, provided that the Consultant is not able to cancel such orders for materials or services of others. In the event this Agreement is terminated pursuant to this section, Consultant shall not be entitled to any additional compensation over that provided herein; nor shall Consultant be entitled to payment for any alleged damages or injuries (including lost opportunity damages) purportedly caused by the termination of this Agreement by the City pursuant to this section.
20. 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.
21. This Agreement shall in all respects be governed by the laws 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.

22. 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.
23. 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, epidemics, riots, strikes, lockouts, or acts of God.
24. The person signing this Agreement for Consultant hereby represents and warrants that he or she is fully authorized to sign this Agreement on behalf of Consultant.
25. 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 THE 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.

STANTEC CONSULTING SERVICES
INC., a New York corporation

CITY OF VALLEJO,
a municipal corporation

By: _____
Trevor Macenski
Senior Principal

By: _____
Harry Black
City Manager

DATE: _____

DATE: _____

11702036
Business License Number

ATTEST:

By: _____
Dawn G Abrahamson
City Clerk

(City Seal)

APPROVED AS TO CONTENT:

By: _____
Kristin Pollot
Planning Director

APPROVED AS TO FORM:

By: _____
Veronica A. F. Nebb
City Attorney

APPROVED AS TO INSURANCE:

By: _____
Armond Sarkis
Risk Manager

EXHIBIT A

SCOPE OF WORK

1. **Representatives.** The City Representative for this Agreement is:

Hector Rojas
Long Range Planning Manager
Planning and Development Services Department
555 Santa Clara Street
Vallejo, CA 94590
Office: 707-553-7283
Hector.Rojas@cityofvallejo.net

The Consultant's Representative for this Agreement is:

Anna Radonich
Principal Planner, Project Manager
Stantec Consulting Services Inc.
2999 Oak Road Suite 800
Walnut Creek, CA 94597
Office: 925-285-6541
Anna.Radonich@stantec.com

All routine administrative communications between the parties will be between the above-named representatives and may be by personal delivery, mail, facsimile transmission, or electronic mail as agreed between the Consultant Representative and City's Representative.

2. **Services to be Provided.** The services provided shall be as set forth in Attachment 1 of Exhibit A, attached hereto and incorporated herein by this reference.
3. **Time for Performance.** Consultant will perform the services according to the schedule below. If the schedule calls for the services to be performed in phases or discrete increments, Consultant shall not proceed from one phase or increment to the next without written authorization from the City's Representative. Consultant will complete all services by June 30, 2028.

ATTACHMENT 1 OF EXHIBIT A

SERVICES TO BE PROVIDED

The City is preparing two new specific plans to guide future growth, development, infrastructure investment, mobility improvements, housing production, economic development, environmental justice, climate resilience, and public realm enhancements within the City's Downtown and Waterfront planning areas.

The Downtown and Waterfront planning areas contain many of Vallejo's most significant civic, commercial, cultural, transportation, and shoreline assets. The Specific Plans are intended to implement and refine the vision established by the Propel Vallejo General Plan 2040, support compliance with applicable regional and state requirements, including the Metropolitan Transportation Commission's Transit-Oriented Communities Policy, and provide a coordinated framework for future public and private investment.

Consultant shall provide environmental planning and documentation services necessary to support environmental review of the Downtown Vallejo Specific Plan and Vallejo Waterfront Specific Plan in accordance with the California Environmental Quality Act (CEQA). Services shall include project initiation and management; preparation of a CEQA strategy and preliminary approach memorandum; preparation and coordination of the subsequent CEQA compliance scope; coordination of tribal consultation and transportation analysis; preparation of CEQA-related adoption documents; and support for public hearings.

This Scope of Services is coordinated with a separate agreement between the City and SITELAB urban studio for planning services associated with preparation of the Specific Plans. Consultant shall coordinate with the City and the planning consultant as necessary to maintain consistency among the Specific Plans, project descriptions, technical analyses, environmental review documents, and project schedule.

Task 1.0: Project Initiation and Management

The purpose of this task is to establish the organizational, administrative, and coordination framework necessary to support environmental review of the Downtown Vallejo Specific Plan and Vallejo Waterfront Specific Plan. Consultant shall initiate the environmental review process, confirm project objectives and information needs, establish project management procedures, and coordinate environmental review activities with the City and the planning consultant.

Task 1.1: Kick-Off Meeting and On-Going Project Management

Kick-Off Meeting

Consultant shall coordinate and attend one project kick-off meeting of up to two hours with City staff to initiate the environmental review process. The meeting may be conducted in person or virtually and shall include review of Consultant's scope of services, the project to be evaluated, available maps and graphics, the anticipated project schedule, project goals, opportunities and constraints, baseline information needs, relevant background documents, coordination with City departments and staff, and project management procedures.

On-Going Project Management

Consultant shall provide on-going project management and shall agendize environmental review topics, as needed, for bi-weekly project team coordination meetings. Consultant shall coordinate with City staff and the planning consultant regarding project descriptions, technical information, schedules, deliverables, and other matters necessary to complete the environmental review.

Deliverables for Task 1.1:

- Environmental review kick-off meeting agenda, facilitation, and summary
- Site walk with City staff
- Project schedule, including monthly review and updates
- Bi-weekly project team coordination meetings, agendas, and summaries

This task assumes the following:

- Up to 11 bi-weekly project check-in meetings and up to five additional project check-in meetings are included. Each meeting may be conducted virtually, in person, or by conference call and shall not exceed one hour in duration.

Task 2.0: Environmental Review

The purpose of this task is to evaluate the appropriate CEQA strategy for the Specific Plans and, following confirmation of the CEQA approach, prepare and implement a detailed scope of work for CEQA compliance.

Task 2.1: CEQA Strategy and Preliminary Approach Memorandum

Consultant shall prepare a CEQA Strategy and Preliminary Approach Memorandum evaluating CEQA strategies that may be applicable to the draft Downtown Vallejo Specific Plan and Vallejo Waterfront Specific Plan before the draft Specific Plans are released for public review.

The memorandum shall evaluate feasible CEQA approaches and options, including preparation of a program environmental impact report, use of applicable streamlining provisions, and tiering from the Propel Vallejo General Plan 2040 Environmental Impact Report, the Plan Bay Area Environmental Impact Report, or other applicable environmental documents. The memorandum shall identify Consultant's recommended CEQA approach and the basis for that recommendation. Consultant shall coordinate with the City to obtain agreement on the CEQA approach.

Deliverable for Task 2.1:

- | |
|---|
| <ul style="list-style-type: none">• CEQA Strategy and Preliminary Approach Memorandum |
|---|

This task assumes the following:

- The project descriptions for the Downtown Vallejo Specific Plan and Vallejo Waterfront Specific Plan will be prepared and finalized during development of the Specific Plans, before the draft Specific Plans are released for public review, and will be provided to Consultant for use in preparing the memorandum.
- One draft of the CEQA Strategy and Preliminary Approach Memorandum is included. Consultant shall coordinate with the City to confirm the CEQA approach before proceeding with Task 2.2.
- Following confirmation of the CEQA approach, Consultant shall submit a detailed scope of work for Task 2.2.

Task 2.2: CEQA Compliance

Following completion of Task 2.1 and confirmation by the City of the appropriate CEQA approach, Consultant shall prepare and submit a detailed CEQA compliance scope of work. Based on the information available at the time of this Scope of Services, the anticipated approach is preparation of a document that tiers from the Plan Bay Area Environmental Impact Report; however, the final CEQA

approach shall be determined through completion of Task 2.1 and confirmed by the City.

The detailed CEQA compliance scope is anticipated to address the following components: a) environmental review and documentation required under CEQA; b) tribal consultation support; c) transportation analysis for CEQA; d) Mitigation Monitoring and Reporting Program; e) CEQA Findings of Fact; and f) direct costs associated with preparation and distribution of environmental review documents

Consultant shall not commence work beyond the CEQA strategy and preliminary approach identified in Task 2.1 until the City has reviewed and authorized the detailed Task 2.2 scope in writing. The detailed scope shall identify the environmental document, technical analyses, review cycles, deliverables, assumptions, schedule, and allocation of the authorized Task 2.2 budget.

Task 3.0: Public Hearing Support

The purpose of this task is to provide CEQA-related technical and documentation support for Planning Commission and City Council consideration of the Specific Plans and associated environmental review.

Task 3.1: Staff Report and Presentation Support

Consultant shall use a City-provided staff report template to prepare or support preparation of CEQA-related staff report materials for public hearings. Consultant shall respond to one consolidated round of City comments on each staff report prepared under this task. Consultant shall also prepare a memorandum summarizing the CEQA approach for inclusion with the applicable staff report and shall prepare presentation materials using information developed under prior tasks.

Consultant project team members shall attend authorized public hearings to present environmental review information and assist City staff in responding to questions and comments from decision-makers and the public.

Deliverables for Task 3.1:

- CEQA-related staff report support and presentation materials for Planning Commission and City Council meetings
- CEQA approach memorandum to accompany the applicable Planning Commission or City Council staff report
- Attendance at authorized public hearings to present environmental review information and respond to questions

This task assumes the following:

- The City shall provide the applicable staff report template and consolidated comments.
- The City shall be responsible for printing costs that exceed the approved reimbursable amount.
- Attendance is budgeted for up to two Consultant staff members at up to four in-person public hearings, anticipated to include up to two Planning Commission hearings and up to two City Council hearings. Each hearing is assumed not to exceed two hours.
- Changes to presentation and staff report content between Planning Commission and City Council consideration will be limited.
- The City shall prepare official meeting minutes and maintain the administrative record for all formal Planning Commission and City Council hearings.

Task 4.0: Contingency

Task 4.1: General Contingency

The purpose of this task is to provide a mechanism for the City to authorize additional services that may be required to address unforeseen issues, expanded environmental review, additional public hearing participation, or other project needs identified during the environmental review process. Services under this task are not included within the base scope unless authorized by the City in writing.

Contingency services may include, but are not limited to, the following:

- **Additional Public Hearing Support:** Additional participation in Planning Commission meetings, City Council meetings, or other public hearings beyond the meetings included under Task 3.0.
- **Statement of Overriding Considerations:** Consultant may prepare one draft Statement of Overriding Considerations pursuant to CEQA Guidelines Section 15093, if required. The draft shall rely on information provided by the City regarding the benefits of the project and shall be supported by substantial evidence in the administrative record. City staff shall be responsible for finalizing the Statement of Overriding Considerations for consideration and adoption.
- **Expanded Environmental Review:** Additional environmental review, technical analysis, document revisions, consultation support, or related

services beyond those included in the authorized detailed scope for Task 2.2.

Deliverables for Task 4.1:

- The scope, format, assumptions, schedule, and deliverables for contingency services shall be determined by the City at the time such services are authorized in writing.

Budget Allocation

The following table identifies the budget allocated to each task and subtask included in this Scope of Services. Consultant shall perform the services on a time-and-materials basis in accordance with the hourly rates and reimbursable expense provisions set forth in Exhibit “B,” subject to the task and subtask amounts shown below and the total not-to-exceed contract amount of \$265,913.75.

The task and subtask amounts are intended to establish the anticipated distribution of the project budget. Consultant shall not exceed the total contract amount without prior written authorization from the City. Budget may be reallocated among tasks or subtasks only with the prior written approval of the City’s designated project manager, provided that such reallocation does not increase the total not-to-exceed contract amount or materially modify the Scope of Services.

For Task 2.2, CEQA Compliance, expenditures shall be limited to services authorized by the City following completion and approval of the CEQA Strategy and Preliminary Approach Memorandum and the City’s written authorization of the detailed CEQA compliance scope.

Task	Description	Budget
1.0	Project Initiation and Management	\$27,158
2.0	Environmental Review	\$217,977
3.0	Public Hearing Support	\$7,640
4.0	Contingency	\$12,639
	Direct Costs	\$500
	Total Budget	\$265,914

Reimbursable direct costs are included within the total not-to-exceed contract amount and shall be invoiced in accordance with the reimbursable expense provisions of Exhibit “B.” Consultant shall not exceed the amount allocated for reimbursable direct costs without the City’s prior written authorization.

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 and for all authorized reimbursable expenses, for a total not to exceed two hundred sixty-five thousand nine hundred fourteen dollars (\$265,914).

Consultant shall notify City in writing no later than thirty (30) days prior to the estimated date when Consultant will have billed City the maximum payment amount permitted under this Agreement, and Consultant shall provide City with an estimate of the additional compensation required to complete the project.

City agrees to pay Consultant for those services set forth in Exhibit A of this Agreement and for all authorized reimbursable expenses, in a lump sum of upon satisfactory completion of the services and delivery of the work product.

B. Additional Services:

1. Additional Services are those services related to the scope of Services of Consultant as set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing such Additional Services is approved by the City Manager, or his or her designee. City reserves the right to perform any Additional Services with its own staff or to retain other Consultants to perform said Additional Services.

2. Consultant's compensation for Additional Services shall be based on the total number of hours spent on Additional Services multiplied by the employees' appropriate billable hourly rate as established below. City, at its option, may negotiate a fixed fee for some or all Additional Services as the need arises. Where a fixed fee for Additional Services is established by mutual Agreement between City and Consultant, compensation to Consultant shall not exceed the fixed fee amount.

3. Appropriate Billable Hourly Rates for Services and Additional Services. Consultant's billable hourly rates shall be:

Description:	Hourly Rate:
Senior-level consultant or management	\$264-\$302
Highly specialized technical	\$226-\$250

professional or supervisor of groups of professionals	
Fully qualified professional/first complete level of specialization	\$162-\$214

Subconsultant contracts will be billed at direct cost. Reproduction costs will be billed at direct cost. Hourly rates are subject to adjustment on January 1 of each calendar year. Mileage will be reimbursed at the current IRS standard mileage rate.

2. 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.

3. Accounting Records of Consultant. Consultant shall maintain for three (3) years after completion of all services hereunder, all records under this Agreement, including, but not limited to, records of Consultant's direct salary costs for all Services and Additional Services performed under this Agreement and records of Consultant's Reimbursable Expenses, in accordance with generally accepted accounting practices. 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.

4. 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.

5. 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, 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 per claim 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.