



Request for Proposal Environmental Impact Report for the Mare Island Specific Plan

City of Vallejo

Planning & Development Services Department

555 Santa Clara Street

Vallejo, CA. 94590

Second Floor

www.cityofvallejo.net

(707) 648-4326

Kristin Pollot, Planning & Development Services Director

Hector Rojas, Long-Range Planning Manager

Issued: April 16, 2025

Submittal Deadline: May 20, 2025, 4:00 PM (PST)

1. Introduction

The City of Vallejo ("City") is issuing this Request for Proposals (RFP) to solicit proposals from qualified environmental consulting firms to prepare an Environmental Impact Report (EIR) for the Mare Island Specific Plan ("Project" or "Proposed Specific Plan") in compliance with the California Environmental Quality Act (CEQA).

The City welcomes proposals from individual firms or teams of consultants and has no preference as to whether the EIR is completed by a single firm or a collaboration of multiple consultants.

Interested proposers must submit all required proposal documents as outlined in this RFP. It is the sole responsibility of the proposer to ensure that their submission is received by the Planning & Development Services Department prior to the deadline. Late proposals will not be considered.

2. Project Background

Location & History

Mare Island is located on the western edge of the City in southwestern Solano County. It lies approximately 30 miles northeast of San Francisco and is easily accessible from major cities within Solano County and surrounding areas. The island is bordered by Mare Island Strait (part of the Napa River) to the east, San Pablo Bay to the west, Carquinez Strait to the south, and Napa Marsh, State Route 37, and the San Pablo Bay National Wildlife Refuge to the north. It is entirely within the incorporated boundaries of the City.

There are two main access points to Mare Island: from State Route 37, a key North Bay corridor connecting U.S. Route 101 and Interstate 80, and via the Mare Island Causeway Bridge from Tennessee Street, a major Vallejo arterial that links to Interstate 80.

The island spans approximately 3.5 miles in length and one mile in width, covering about 5,250 acres. Of this, approximately 1,448 acres are designated for development and recreational uses, including conservation easements, while 3,787 acres consist of dredge disposal ponds, wetlands, and submerged lands. The island's terrain is relatively flat, with elevations ranging from sea level to 284 feet at the southern end.

Mare Island is the ancestral homeland of the Patwin, Coast Miwok, Muwekma Ohlone, and Karkin Ohlone peoples, who inhabited the area for at least 2,000 years before European contact in 1775. Spanish explorers originally named it *Isla Plana* ("Flat Island"). In 1835, General Mariano Vallejo, the Mexican Comandante of Northern California, reportedly renamed it *Isla de la Yegua* ("Mare Island") after his white mare fell off a raft and swam ashore.

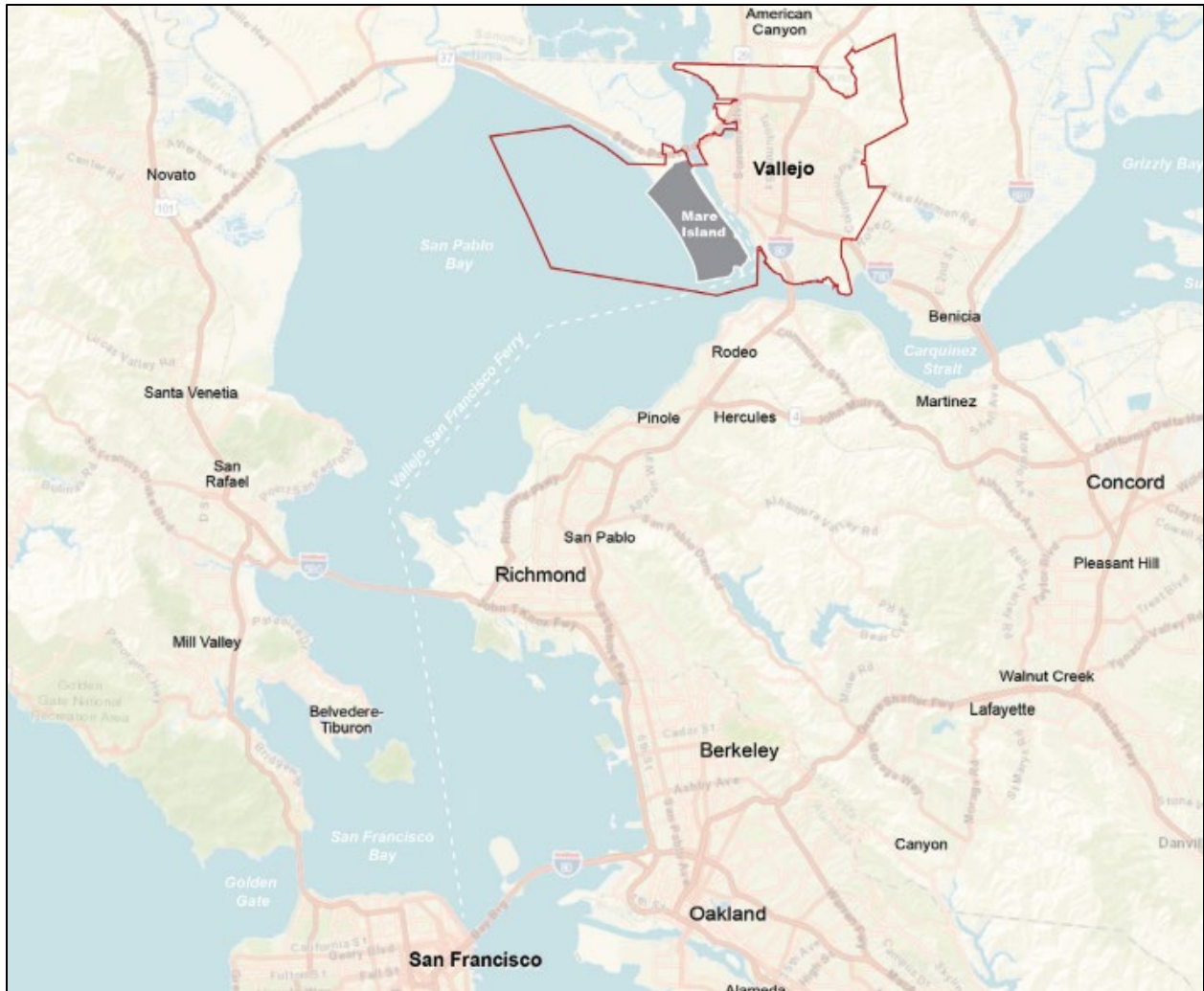


Figure 1: Location Map

In 1852, Commander John Sloat recommended Mare Island to President Millard Fillmore as the site for the first Pacific naval installation. Two years later, Commander David Farragut formally established the Mare Island Naval Shipyard. The first ship built there was launched in 1860. Over the course of its naval use, the shipyard constructed approximately 513 vessels—ranging from wooden sailing ships to nuclear-powered submarines—and serviced thousands more.

Mare Island was particularly active during World War II, when it became one of the world's busiest shipyards, employing more than 41,000 workers at its peak. In the 1950s, the U.S. Navy designated it as a primary facility for building and overhauling submarines, a role it maintained through the late 20th century.

Efforts to downsize the shipyard workforce began in 1989 due to shifting defense priorities following the Cold War and federal budget reductions. In 1993, President Bill Clinton and Congress approved the shipyard's closure. The Navy completed its final scheduled work in early 1995, and the Mare Island Naval Shipyard officially closed on April 1, 1996.

Following the closure announcement in 1993, the City initiated an intensive reuse planning effort, culminating in the adoption of the Mare Island Reuse Plan in 1994. This plan guided negotiations with the Navy regarding property transfer. In April 2002, the Navy conveyed approximately 650 acres to the City as the Eastern Early Transfer Parcel which was then conveyed to Lennar Mare Island for development and environmental cleanup. Later that year, in September 2002, the Navy conveyed 2,814 acres to the State of California as the Western Early Transfer Parcel. At the time of these transfers, Mare Island contained approximately 10.5 million square feet of building space.

Existing Specific Plan

In 1999, the City of Vallejo adopted the Mare Island Specific Plan to implement the 1994 Reuse Plan. The 1999 Specific Plan establishes land use policies, allowable uses, and development standards to guide the island's redevelopment. It aims to transform Mare Island into a mixed-use community, incorporating industrial, commercial, residential, and recreational spaces while also preserving its historic resources. The former shipyard contains numerous structures that contribute to the Mare Island Historic District, which was listed in the National Register of Historic Places in 1997.

In 2005, the City amended and restated the 1999 Specific Plan to expand development potential by an additional 2.7 million square feet and refine its policies. The 1999 Specific Plan underwent its most recent amendment in 2013 to align with evolving community goals and regulatory requirements.

Proposed Specific Plan

Mare Island Company (MIC) in partnership with the City has prepared a new specific plan to ensure that future development on the island aligns with current community goals, market conditions, and regulatory requirements. The initial draft of the Proposed Specific Plan was submitted to the City in October 2024, marking the culmination of a series of outreach meetings and public workshops held between June 2019 and March 2024. The draft envisions a major redevelopment of Mare Island into nine livable, connected, and diverse neighborhoods, each featuring a range of development patterns and unique character inspired by the island's history and ecology. The land use plan in the draft is estimated to generate up to 14,000 dwelling units and between 14,900 and 17,000 jobs. Some of the key objectives outlined in the draft include:

- Increasing job diversity, with an emphasis on returning to local manufacturing.
- Allowing more housing and a greater variety of housing types.
- Creating walkable, convenient, and healthy neighborhoods.
- Modernizing mobility strategies.
- Promoting a diverse, equitable, and multi-generational community.
- Fostering resilient buildings, infrastructure, and landscapes.

The City's planning staff is currently reviewing the initial draft of the Proposed Specific Plan. The draft has also been circulated among various city departments and external agencies, including the Vallejo Flood and Wastewater District, the Greater Vallejo

Recreation District, and SolTRANS, among others, for their feedback. The City anticipates providing MIC with a consolidated set of comments by the end of May 2025. This feedback will allow the specific plan consultant team to address any concerns and incorporate necessary revisions into the next draft.

In addition, the City is finalizing the Mare Island Infrastructure Assessment Report, funded through an Economic Development Administration grant received in 2021. This report will provide a comprehensive overview of the island's existing infrastructure capacity and condition, helping the City apply for future funding opportunities to update the infrastructure and prepare the island for development under the Proposed Specific Plan. The report is expected to be completed in Q2 2025, and its findings will be incorporated into the Proposed Specific Plan.

The City will process additional approvals concurrently with the Proposed Specific Plan. These approvals include a new development agreement with MIC, amendments to the City's Propel Vallejo 2040 General Plan, Zoning Code (Vallejo Municipal Code Title 16) amendments, and subdivision approvals for the initial phases of development on the island.

3. Contract Award Process

Anticipated RFP Schedule

Milestone	Dates/Times (PST)
Release of RFP	April 16, 2025
Pre-Proposal Meeting (Optional)	April 30, 2025, 10:00 AM to 11:00 AM
Deadline for Questions	May 9, 2025 by 5:00 PM
Response to Questions Issued	May 15, 2025 by 5:00 PM
Proposal Submission Deadline	May 20, 2025 by 4:00 PM
Review and Evaluation	May 21, 2025 to June 3, 2025
Interviews	June 10, 2025
Selection Announcement	June 17, 2025
Contract Authorization	Late June to Mid-July

Pre-Submittal Meeting (Optional) via Microsoft Teams

An optional pre-submittal meeting will be held on April 30, 2025, from 10:00 AM to 11:00 AM (PST). The meeting will be entirely virtual using Microsoft Teams:

Microsoft Teams Login:

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

Meeting ID: 281 141 308 128

Passcode: 5Mp9kK7D

For those who cannot attend the meeting, questions can also be submitted in writing.

RFP Questions

All questions regarding this RFP must be submitted through the City's PlanetBids portal by 5:00 PM (PST) on May 9, 2025. Please note that you must register as a vendor to access and use the PlanetBids portal.

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

To ask questions:

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

Responses to all submitted questions will be posted on the RFP bid page by 5:00 PM (PST) on May 15, 2025.

4. Scope of Work

The City seeks to engage a qualified consultant or team of consultants to prepare an Environmental Impact Report (EIR) for the Proposed Specific Plan, in accordance with the California Environmental Quality Act (CEQA). The scope of work encompasses the following key areas:

- **Technical Studies:** Conduct specialized technical studies to address the unique environmental challenges of the Specific Plan area.
- **Scoping & Notices:** Manage the preparation of all required CEQA notices, including the Notice of Preparation (NOP) and Notice of Determination (NOD).
- **Environmental Analysis:** Establish significance thresholds, collect and analyze baseline data, and prepare EIR maps.
- **Alternatives & Impact Evaluation:** Develop and evaluate project alternatives, ensuring compliance with CEQA requirements.
- **Document Preparation & Review:** Oversee the completion of the Administrative Draft EIR, Screen Check Draft, Public Review Draft EIR, and Final EIR.
- **CEQA Compliance:** Prepare CEQA Findings and, if necessary, a Statement of Overriding Considerations.

- **Public Engagement & Hearings:** Coordinate and attend public hearings, facilitating ongoing engagement with key stakeholders throughout the process.
- **Collaborative Coordination:** Collaborate closely with the Specific Plan Team, including the City, Mare Island Company (MIC), and specific plan consultants, as well as key local and regional agencies such as the Greater Vallejo Recreation District (GVRD), Vallejo Flood and Wastewater District (VFWD), Vallejo Unified School District (VUSD), SolTrans, Solano County, Bay Conservation and Development Commission (BCDC), and Water Emergency Transportation Authority (WETA).

5. Proposal Requirements & Submittal Instructions

Submittal Instructions

Interested firms must submit their proposals no later than **4:00 PM (PST) on May 20, 2025**. Submittals must be mailed or delivered to:

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

Please use the following subject line for your submission: *[Name of Firm] Response to RFP for the Mare Island Specific Plan EIR.*

Submittals must include one (1) hardcopy and one (1) flash drive (USB) with an electronic copy of the proposal in PDF format.

While proposals may include links to additional documents or appendices, please be aware that the review of these links is not guaranteed. Include all essential content within the body of the proposal to ensure it is considered during the selection process.

Proposal Requirements

Proposals shall be concise, well-organized, and demonstrate an understanding of the scope of work requested in this RFP. Proposals shall be limited to no more than fifty (50) pages, inclusive of all components such as resumes, graphics, pictures, photographs, dividers, front and back covers, and cover letters. Proposals must adhere to the following formatting guidelines: single-spaced text, 12-point font, and 1-inch margins on all sides. At a minimum, proposals shall include:

- **Cover Letter:** Must be signed by the person authorized to negotiate a contract for proposed services with the City on behalf of the proposal team. The letter

must confirm that the City's Environmental Consultant Services Agreement is acceptable, identify the proposed team, and outline the role of each firm within the team.

- **Executive Summary:** Provide a concise summary highlighting the key points of the proposal, including understanding of the project, primary qualifications, and unique approaches to the scope of work.
- **Qualifications:** Detail the proposed team's experience and history in performing the scope of work called for in this RFP. Include an organization chart showing the project manager and staff.
- **Introduction:** Describe the lead consultant, including services provided and company background. Provide similar information for any subconsultants.
- **Approach:** Outline the approach for addressing the scope of work. Include creative ideas for achieving CEQA compliance and detailed public engagement strategies, explaining how community feedback will be integrated into the EIR.
- **Scope of Work:** Provide a detailed proposed scope of work demonstrating understanding of the core issues, including sustainability practices and innovative solutions for minimizing environmental impacts.
- **Budget and Schedule:** Indicate personnel, hourly rates, and estimated hours for each task. Provide a budget for reimbursable costs and total cost estimates. Include a project schedule outlining timeframes and resources required, addressing tasks for all consultants and sub-consultants. The City anticipates the environmental review process to last 12-24 months.
- **Key Personnel:** List the names, titles, proposed roles, and availability of key personnel for the next two years. Include resumes that highlight education, work experience, and expertise. Identify any subconsultants along with their experience with the firms. If for any reason the key staff proposed for the project team become unavailable or need to be changed, the City reserves the right to approve the change, cancel, adjust, or renegotiate the contract as it deems appropriate, at its sole discretion. The City seeks to work with the best and brightest environmental professionals and intends to work with the people proposed on the selected team.
- **Risk Management:** Describe potential project risks and contingency plans to manage these risks effectively.
- **Project List:** Include a list of similar projects completed by the firm, with project timeframes and client contact information as references. For team projects,

clarify your firm's specific contributions. Provide similar information for sub-consultants.

- **Local and Regulatory Knowledge:** Demonstrate familiarity with local Vallejo regulations and any specific conditions relevant to the project area, in addition to CEQA requirements.

6. Selection Process

A selection committee, comprised of senior City staff from various departments, experts from peer jurisdictions, and one MIC representative, will evaluate the consultants based on the submitted proposals and, if deemed necessary, conduct oral interviews to determine which consultant is best qualified to perform the requested scope of work. The committee will rank the consultants, and negotiations will commence with the most qualified consultant. Should the City and the top-ranked consultant fail to agree on scope and fee, the City reserves the right to terminate negotiations and engage with the second-ranked consultant.

Upon reaching an agreement on scope and fee, the Director of Planning & Development Services will recommend to the City Council that the project be awarded to the selected consultant and authorize the City to enter into an agreement. Following the City Council's approval, the Director of Planning & Development Services will finalize the agreement and prepare the contract for execution.

Evaluation Criteria

Proposals will be evaluated based on the following weighted point system (100 points max.):

- Quality and Completeness of the Proposal: 10 points.
- Experience Completing Projects of Similar Scope and Complexity: 20 points.
- Experience and Availability of Proposed Project Team Members: 20 points.
- Approach to Project and Demonstrated Understanding of the Work to be Performed: 20 points.
- Services Proposed Relative to Project Budget: 10 points.
- Familiarity with Issues and Agencies in Vallejo and Solano County: 10 points.
- References: 10 points.

7. Environmental Consultant Service Agreement Requirements

The selected firm will be required to enter into an Environmental Consultant Services Agreement (“Standard Agreement”) with the City. The consultant must provide proof of insurance coverage limits as specified in the Standard Agreement and maintain these coverage levels for the duration of the project.

If a proposer wishes to modify any provisions of the Standard Agreement, including insurance requirements, such changes must be clearly identified in the proposal submission. If no modifications are proposed, the City will assume full acceptance of the Standard Agreement terms by the proposer.

8. Special Conditions

Reservations

This RFP does not commit the City to award a contract, defray any costs incurred in the preparation of a proposal in response to this RFP, or to procure or contract for any services. The City reserves the right to select the firm(s) that it deems best qualified to complete the work.

RFP as a Public Record

All proposals submitted in response to this RFP become the property of the City. As such, they are considered public records and may be subject to public review.

Right to Cancel

The City reserves the right to cancel or change this RFP at any time and for any reason, or for no reason at all, including but not limited to the selection schedule, submittal dates, and submittal requirements.

Additional Information

The City reserves the right to request additional information or clarification from any or all respondents to this RFP at any time.

9. RFP Reference Links

- [Mare Island Comeback Video](#)
- [City's Mare Island Resource Page](#)
- [1994 Mare Island Reuse Plan](#)
- [1999 Specific Plan](#)
- [Initial Draft Proposed Specific Plan](#)
- [Community Meeting Presentation of March 28, 2024](#)
- [Propel Vallejo General Plan 2040](#)
- [Propel Vallejo General Plan 2040 EIR](#)

- [6th Cycle General Plan Housing Element](#)

10. Attachments

- City of Vallejo Standard Agreement

ENVIRONMENTAL CONSULTANT AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of ____, 20__, by and between _____ ("**Consultant**") and the City of Vallejo, California, a Municipal Corporation ("**City**").

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

WHEREAS, the Mare Island Company ("Applicant") has submitted to the City the new Mare Island Specific Plan, which envisions a major redevelopment of Mare Island into nine neighborhoods, each featuring a range of development patterns with unique character inspired by the island's history and ecology (the "**Project**"). After performing an initial study, the City has determined that the Project requires the preparation of an Environmental Impact Report ("**EIR**"); and,

WHEREAS, City has selected Consultant to prepare the EIR 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 complete the preparation of an EIR in conformance with Consultant's proposed scope of work, a true copy of which is attached hereto as **Exhibit "A"** and incorporated by reference. Consultant shall perform these services in a manner compatible with the standards of the profession, and in compliance with all applicable State and local CEQA regulations and rules.
2.
 - A. Consultant shall, upon receipt of a signed copy of this Agreement, immediately begin and diligently pursue to completion the preparation of the EIR. Consultant shall submit 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. _____ 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 shall be valid unless in writing 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 _____ (\$_____) Dollars. 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 \$ _____.
5.
 - A. Consultant will limit its project expenditures to the not to exceed amount of \$_____ 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
6. Consultant shall deliver to City _____ copies of the Administrative Draft EIR, _____ copies of the Draft EIR and _____ copies of the Administrative Draft of the Final EIR, and 200 copies of the Final

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.

EIR (Response to Comments).

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 copy of the report to any person including the Project applicant without 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. Consultant warrants that he has no business relationship of any kind with any of the principals or officers of any of the proponents of the project or property which is the subject of this Agreement.
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 EIR prepared by the Consultant hereunder is successfully challenged in a court of competent jurisdiction and the EIR is found, in whole or in part, inadequate, the Consultant shall, at its sole cost, revise, amend, supplement, or modify the EIR, and respond to all comments thereto, and attend all necessary hearings required to bring the EIR into compliance with CEQA, so long as the inadequacy is attributable in whole or 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 and its agents 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.
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:

XXXXXXXXXX
XXXXXXXXXX
XXXXXXXXXX

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.

CONSULTANT,

CITY OF VALLEJO,
a municipal corporation

By: _____

By: _____
Andrew Murray
City Manager

DATE: _____

DATE: _____

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: 707-648-XXXX
Hector.Rojas@cityofvallejo.net

The Consultant's Representative for this Agreement is:

XXXXXX
XXXXXX
XXXXXX

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 _____.

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 _____ (\$_____).

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.

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

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. 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.

5. 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.

6. 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.