



---

# *Request for Proposals Markham Callen Neighborhood Plan*

---



---

*City of Vacaville  
650 Merchant Street  
Vacaville, CA 95688*

*Deadline for Submittals: November 8, 2024  
@3:00pm  
Submit proposals to  
[Nanette.Castaneda@cityofvacaville.com](mailto:Nanette.Castaneda@cityofvacaville.com)*

---



## **1. INTRODUCTION**

The City of Vacaville was incorporated in 1892 and is located in northern Solano County, roughly midway between San Francisco and Sacramento along the 1-80 corridor. Vacaville has ease of access to the Bay Area and Sacramento. This prime proximity has transformed the community into a thriving and progressive municipality with a diverse population of approximately 103,000 residents.

The Markham – Callen plan area is located northeast of downtown Vacaville. The Markham area is located north of E. Monte Vista Avenue and includes the multifamily neighborhood along Markham Avenue and Rocky Hill Road and the single-family neighborhood to the north. This area also includes properties along Brown Street and Callen Street. Edwin Markham Elementary School, the Vacaville Boys and Girls Club, Opportunity House, Trower Park, and the Rocky Hill Trail are located within this part of the overall plan area.

The plan area also includes the Callen neighborhood, located south of E. Monte Vista Avenue between Depot Street, Mason Street, and Interstate 80. This neighborhood includes a mixture of (primarily) small businesses and single-family residences. See Attachment 1 for an overall project location map.

## **2. PROJECT DESCRIPTION AND PURPOSE INCLUDING SCOPE OF WORK**

The selected consultant will work with community members, with support from City staff, to create a Neighborhood Plan that will evaluate neighborhood opportunities and constraints, identify plan goals designed to improve neighborhood quality of life and enhance and expand existing businesses, and identify and evaluate opportunity sites for future development or redevelopment that would help achieve the goals of the plan. The plan will focus on improving the built environment in a manner that supports social and economic mobility. The project would commence and be completed in 2025. A critical element for the success of the Neighborhood Plan is a robust Community Engagement Strategy.

The community outreach and engagement proposal should identify a variety of traditional and nontraditional methods for connecting with residents, business owners, students, and property owners within the planning area. These methods could include interviewing stakeholders, hosting focus groups, facilitating student activities in collaboration with VUSD or other local schools, community workshops involving hands-on activities, and/or pop-ups at key locations. Engaging with the diverse business owners and residents within the planning area will require the consultant to conduct outreach in English and Spanish.

The project has a budget of \$120,000 for consultant services. To ensure that this project is well supported by technical experts, City staff will facilitate a Technical Advisory Committee (TAC) for the Plan comprised of City staff, other local public agency staff including Vacaville Unified School District (VUSD), Solano County, and others as appropriate. City staff will distribute all mailings and materials created by the consultant team at the City's cost. The City will organize and host at least one community event during the plan development process to help connect with residents. City staff will prepare CEQA documentation for the project, anticipating that the project will be exempt



from CEQA under Section 15262.

### ***Task 1 Project Startup***

Consultant will review existing information obtained from the City, including GIS files, land use data, and applicable plans, studies, and other documents. Consultant will identify information needs, create a base map, and create a community outreach and engagement plan.

As part of this task, the consultant will create a geospatial database to store, analyze, and map all data. Included will be a basemap for subsequent planning, design, analysis and outreach tasks. The GIS database will be updated throughout the process to allow for efficient storage, analysis, and mapping of data. Upon completion of the project, consultant will provide the City with all map layers, graphics, and the associated database for the City's continued use and will coordinate with the City to ensure that all data and mapping are easily transferable and comply with City standards.

The consultant and City staff will hold a kick-off meeting in order to: 1) discuss the City's objectives for the work program; 2) review the scope of work and schedule to ensure a common understanding of project deliverables, methodologies, expected outcomes, and responsibilities; 3) determine regular management/progress meetings/calls, staff working sessions, and review of work products; 4) identify and begin to prioritize the major issues to be addressed as part of the planning effort; 5) review the information needs and confirm what additional data is available to support plan development; and 6) confirm the method for invoices and project progress reports.

As part of this kick-off meeting, the consultant and City staff will conduct a field tour of the planning area. Staff will organize the tour and provide transportation to and from City Hall.

### ***Task 2 Existing Conditions Documentation and Analysis***

Through a combination of field assessments and fixed data sources, existing property and infrastructure conditions should be documented in order to develop the following exhibits, and any other exhibits that will be useful to understanding the plan area:

- Existing Land Use
- Neighborhood Demographics
- Construction Dates
- General Plan
- Zoning
- Neighborhood Assets / Features
- Business / Commercial Patterns

It is anticipated that the consultant will create an initial draft of these materials for City staff and community input and then create a final version that will be incorporated into the Draft Neighborhood Plan.

### ***Task 3 Opportunities and Constraints Analysis***

Based on existing conditions data and community input, identify and map opportunities



and constraints. This information should be presented in a narrative form with graphics including photographs. It is anticipated that the consultant will create an initial draft of these materials for City staff and community input and then create a final version that would be incorporated into the Draft Neighborhood Plan.

#### ***Task 4 Vision, Goals, and Recommended Actions***

Based on community input and background data, develop a Neighborhood Plan vision statement. Identify Neighborhood Plan goals, and actions that can be taken to achieve the goals. It is anticipated that the consultant will create an initial draft of these materials for City staff and community input and then create a final version that would be incorporated into the Draft Neighborhood Plan.

#### ***Task 5 Draft and Final Plan***

It is anticipated that the consultant will prepare a Draft of the Neighborhood Plan, incorporating materials from earlier tasks. Following Council action on the plan, a final version will be provided to the City based on Council and staff direction.

#### ***Task 6 Community Involvement***

Neighborhood involvement is a vital component of the plan development process. The consultant will prepare a Community Engagement Plan to connect with and facilitate discussion and information sharing between the City, residents, businesses, and other stakeholders to help develop the Neighborhood Plan. In order to boost outreach success, City staff will identify and establish initial conversation with known neighborhood groups to connect with as part of this effort, including but not limited to the Vacaville Boys and Girls Club, Markham Elementary School, Markham Neighborhood Association, and the Vacaville Police Activities League. Outreach materials and methods must address both Spanish speaking and English-speaking people to maximize community connections and involvement. The involvement plan will include:

- A schedule and set of task descriptions for carrying out all of the Community Involvement activities.
- Outreach event(s) with activities that engage students and/or children in a manner that elicits an understanding of community planning and feedback about area issues.
- Direct outreach to small business owners within the plan area focused on gaining an understanding of their challenges and opportunities and how the plan can support their successful retention and growth.
- Materials will be produced in English and Spanish to inform all segments of the community about the planning process and how they may participate in developing the Neighborhood Plan.

The proposal should quantify the activities and materials.

#### ***Task 7 City Council Review***





The proposed scope of work should include consultant participation in up to two Council meetings to support plan adoption. It is assumed that City staff will author the staff reports, prepare presentations, and present to the City Council with assistance from the consultant.

### **3. TERM OF SERVICE**

While the goal is to complete the plan by the end of 2025, Staff will recommend to the City Council that the selected firm be retained by the City through June 2026. The City reserves the right, at its sole discretion, to end the term of service or change the status and role for any firm selected pursuant to this Request for Proposals (“RFP” or “Request”), at any time prior to the expiration of the stated term of service with or without cause.

### **4. PROPOSAL REQUIREMENTS**

#### **Format**

Respondents are asked to submit one electronic copy via e-mail to Management Analyst Nanette Castaneda at [Nanette.Castaneda@cityofvacaville.com](mailto:Nanette.Castaneda@cityofvacaville.com) no later than 3:00 pm on November 8, 2024. The proposal should be submitted as single PDF file with the subject line “Response to RFP: City of Vacaville Markham Callen Neighborhood Plan (Name of Organization submitting proposal).”

The following information must be submitted in the following order to be considered:

#### **Cover Letter and Introduction**

Include a cover letter (limit to 1 page) stating that: (a) the information submitted in and with the proposal is true and accurate, and (b) the person signing the letter is authorized to submit the proposal on behalf of the Firm.

#### **Section 1 Table of Contents**

The Table of Contents will list the sections and their page numbers.

#### **Section 2 Organization Background and Experience**

##### **2.1 Firm Information**

State full name and address of the firm and identify the parent company if applicable. Specify the office that will perform, or assist in performing, the work. Indicate whether the company operates as a partnership, corporation, or sole proprietorship. Indicate where the company is headquartered and was incorporated as applicable. Provide the location(s), extent, and capabilities of the firm’s offices. Include a brief description of the organization, its history, and main areas of business. This should include any subconsultants who will be performing services for the project.



## 2.2 **Firm Qualifications and Experience**

Provide evidence of qualifications and relevant experience. Demonstrate overall track record in planning, developing, and managing applicable development projects.

## 2.3 **References**

Provide names, addresses, telephone numbers and email addresses of up to three clients the City can contact concerning the firm's performance including name, address, and contact person including an email address and direct phone number.

## 2.4 **Conflict of Interest**

Disclose any financial, business, or other relationship with the City of Vacaville that may have an impact upon the outcome of the contract. List current clients who may have a financial interest in the outcome of this contract or the projects that may follow.

## **Section 3 Staffing and Experience**

### 3.1 **Staff Qualifications and Experience**

Provide names and brief resumes of all key personnel who will be assigned to this project.

### 3.2 **Office Location and Staffing**

Provide the location of the office that will administer the program and identify the staff that will be assigned to this project and the time they have available for the project.

### 3.3 **Work Plan**

Identify the plan of action for performing the tasks, and the role and primary responsibilities assigned to each staff member. If the Firm intends to engage any subconsultants to complete, please identify the subconsultant and the responsibility they will have related to the work plan.

## **Section 4 Cost Estimate**

Provide a total cost estimate for all the services described in this RFP and a breakdown of expenditures per task for the initial term of the contract. Identify the hourly rate for each staff member assigned to the project and estimate hours spent per personnel for each service. Include any other costs including mileage, subconsultants and indirect costs.

## **Section 5 Special Strengths**

Include any additional information that will be helpful to the City in selecting a firm for this assignment, including any special strengths or capabilities of your firm that you believe may be relevant to or helpful to the City.

## **Section 6 Acceptance of City Standard Terms**

Provide confirmation that the required City standard contract terms and insurance levels



as attached to this RFP are acceptable. If there are concerns with any contract terms or the insurance level, please explain. Provide the name, address, email, and telephone number for the contact person in your firm authorized to negotiate agreement terms and render binding decisions on contract matters.

## 5. SCHEDULE

RFP Release	October 17, 2024
Informational Meeting (via Zoom)	October 25, 2024 at 11:00 AM
Proposals Due	November 8, 2024 at 3:00 PM
Consultant Interviews (via Zoom)	November 12 - 14, 2024
Award by City Council	December 10, 2024
Execution of Contract	By December 23, 2024
Commence Work	January 6, 2025

**Interested parties are invited to attend a Zoom-based informational meeting on Friday, October 25 at 11:00 AM to ask City staff questions about the RFP to aid in the preparation of proposals. Email Nanette Castaneda at [Nanette.Castaneda@cityofvacaville.com](mailto:Nanette.Castaneda@cityofvacaville.com) to receive a link to the meeting.**

The City reserves the right to adjust the above schedule as necessary. Questions may be submitted via email to Management Analyst, Nanette Castaneda at [Nanette.Castaneda@cityofvacaville.com](mailto:Nanette.Castaneda@cityofvacaville.com). Include email header of "City of Vacaville Markham Callen Neighborhood Plan RFP" in all electronic communications.

## 6. EVALUATION OF SUBMITTALS

### 6.1 Selection Process Generally

Submittals will be reviewed by staff; with final approval based on the criteria outlined below. Any contract resulting from this RFP will not necessarily be awarded to the firm with the lowest price. Instead, contract will be awarded to firm whose proposal received the most points in accordance with criteria set forth in this RFP. The City retains sole discretion to evaluate proposals and make an award to the Consultant.

### 6.2 Evaluation Criteria and Scoring

Project Understanding and Organizational Approach	50%
Experience Providing Similar Services / Special Strengths	20%
Community Outreach Plan	20%
References	10%

## 7. GENERAL TERMS AND CONDITIONS

### 7.1 Errors and Omissions

Consultants are responsible for reviewing all portions of this Request. Consultants are to promptly notify the City, in writing, if the firm discovers any ambiguity, discrepancy, omission or other error in this request. Any such notification should be directed to the City staff contact person listed on the cover page promptly after discovery, but in no event, later than five (5) working days



prior to the date for receipt of submittals.

## 7.2 **Addendum**

The City may revise this request prior to the submittal deadline. The City will communicate modifications to this request by issuing an Addendum. The City may extend the submittal deadline in its sole discretion. Any changes to this RFP by the City and responses for clarification will be posted on the City's open bids website located at <https://www.ci.vacaville.ca.us/government/finance/purchasing/current-bids>

## 7.3 **Additional Information**

In the City's sole discretion, it may contact any, all or no consultant to seek additional information about a submittal. Such additional information may include requesting that the consultant meets with the selection committee, provide financial information, provide clarification on the submittal, etc.

## 7.4 **No Contract**

This request and the selection process shall in no way be deemed to create a binding contract, agreement or offer of any kind between the City and the submitting consultant. If the City selects a consultant(s) pursuant to this request, any legal rights and obligations between the successful firms, if any, and the City will come into existence only when a written contract is fully executed by the parties, and the legal rights and obligations of each party shall at that time be only those rights and obligations which are set forth in the contract and any other documents specifically referred to in that contract.

## 7.5 **No Costs to City**

Each consultant submitting a response to this request agrees that it shall bear all costs and expenses associated with the preparation of the submittal, and the City shall not be responsible for any costs or expenses incurred by the consultant, under any circumstances.

## 7.6 **Public Records**

All submittals become the property of the City, regardless of whether the City enters into a contract with the consultant, and no submittals will be returned to a consultant. In accordance with California law relating to access to public records, the City may be required to publicly disclose all submitted information and materials to third parties requesting such information. At the City's sole discretion, it may delay disclosure of submittals until negotiations with the selected consultant(s) has concluded, if such disclosure would compromise the City's negotiating position. If the submitting consultant claims that any submitted information constitutes a trade secret or is proprietary, the bidder shall identify the trade secret or proprietary information in the submittal. Pricing is not considered a trade secret or proprietary information.

## 7.7 **Award**

This request does not commit the City to award a contract. The City reserves the right to accept or reject any or all submittals, to negotiate a different proposal, to split the award, to waive irregularities, and technicalities, to alter the selection process in any way, to postpone the selection process for its own convenience at





any time for any reason, to waive any defects or irregularities in any submittal, to issue a new Request at any time, or to hire any consultant it deems appropriate in its sole and absolute discretion within or outside of the evaluation process.

**7.8 Federal, State and Local Laws**

Any consultant executing a contract with the City will be required to comply with all applicable federal, state, and local laws, regulations, or requirements.

**7.9 City Contract**

A sample of the City professional services contract is attached to this request for reference. By submitting a response to this request, the consultant represents that it is willing and able to execute the City's professional services contract.

**7.10 Method of Payment**

The method of payment for this Agreement will be based on lump sum. The total lump sum price to CONSULTANT will include compensation for all work and deliverables in the Scope of Services. Progress payments based on percentage of work completed or defined milestones may be made monthly in arrears.

**8. ATTACHMENTS:**

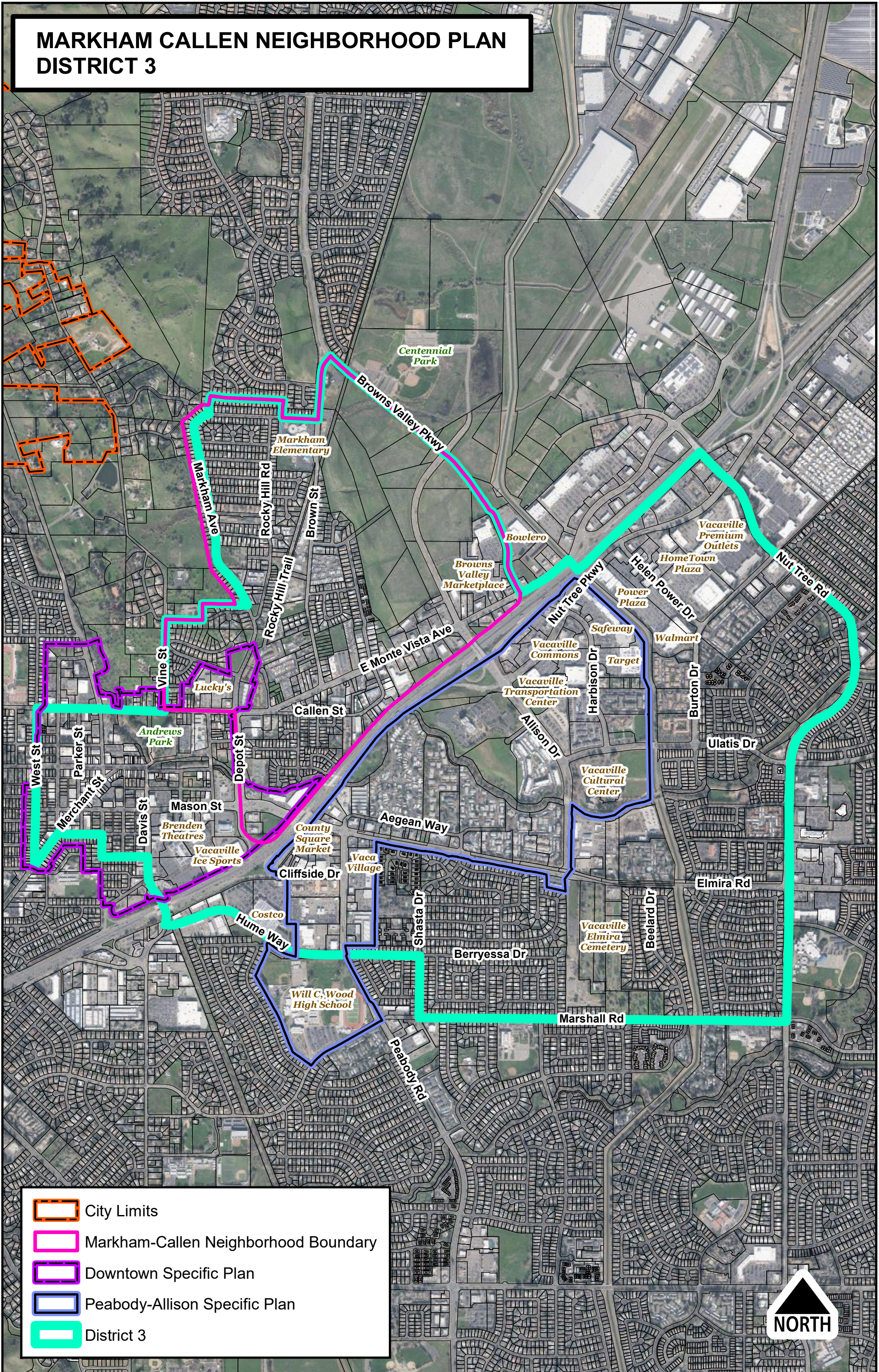
Attachment 1 – Project Location Map






Attachment 2 – City of Vacaville Professional Services Draft Contract





# MARKHAM CALLEN NEIGHBORHOOD PLAN DISTRICT 3



-  City Limits
-  Markham-Callen Neighborhood Boundary
-  Downtown Specific Plan
-  Peabody-Allison Specific Plan
-  District 3









**ATTACHMENT 2**  
**AGREEMENT FOR CONSULTANT SERVICES**  
**BETWEEN THE CITY OF VACAVILLE AND**  
**XXXXXX CONSULTANT**  
**FOR**  
**MARKHAM CALLEN NEIGHBORHOOD PLAN**

**THIS AGREEMENT** is made and entered into on the date last written below, by and between the CITY OF VACAVILLE, a municipal corporation (hereinafter "CITY"), and XXXXXX CONSULTANT, a California corporation, (hereinafter "CONSULTANT").

**RECITALS**

The purpose for which this AGREEMENT is made, and all pertinent recitals, are listed on EXHIBIT A, entitled "RECITALS", which is attached hereto and incorporated herein.

**THE PARTIES HEREBY AGREE AS FOLLOWS:**

**SECTION 1. SCOPE OF SERVICES.**

CONSULTANT shall perform those services specified in detail in EXHIBIT B, entitled "SCOPE OF SERVICES", which is attached hereto and incorporated herein.

**SECTION 2. TERM OF AGREEMENT.**

The term of this AGREEMENT shall be from (*check one*):

the date of this AGREEMENT last written below to June 30, 2026, inclusive, subject to the provisions of one of this AGREEMENT.

to \_\_\_\_\_, inclusive, subject to the provisions of SECTION 11 of this AGREEMENT.

**SECTION 3. SCHEDULE OF PERFORMANCE.**

The services of CONSULTANT are to be completed according to the schedule set out in EXHIBIT C, entitled "SCHEDULE OF PERFORMANCE", which is attached hereto and incorporated herein. Time is of the essence in this AGREEMENT.

**SECTION 4. COMPENSATION.**

The compensation to be paid to CONSULTANT, including both payment for professional services and reimbursable expenses, shall not exceed one hundred twenty thousand dollars (\$120,000). The rate and schedule of payment are set out in EXHIBIT D, entitled "COMPENSATION", which is attached hereto and incorporated herein.

## **ATTACHMENT 2**

### **SECTION 5. METHOD OF PAYMENT.**

Each month, CONSULTANT shall furnish to CITY a statement of the work performed for compensation during the preceding month. Such statement shall also include a detailed record of the month's actual reimbursable expenditures permitted hereunder.

### **SECTION 6. INDEPENDENT CONTRACTOR.**

It is understood and agreed that CONSULTANT (including CONSULTANT's employees), in the performance of the work and services agreed to be performed by CONSULTANT, shall act as and be an independent contractor and not an agent or employee of CITY; and, as an independent contractor, neither CONSULTANT nor CONSULTANT's employees shall have any rights to retirement benefits or other benefits that accrue to CITY's employees and CONSULTANT hereby expressly waives any claim it or its employees may have to any such benefits or rights.

### **SECTION 7. ASSIGNABILITY.**

The parties agree that the expertise and experience of CONSULTANT are material considerations for this AGREEMENT. CONSULTANT shall not assign or transfer any interest in this AGREEMENT nor the performance of any of CONSULTANT's obligations hereunder, without the prior written consent of CITY, and any attempt by CONSULTANT to so assign or transfer this AGREEMENT or any rights, duties or obligations arising hereunder shall be void and of no effect.

### **SECTION 8. INDEMNIFICATION AND WAIVER OF SUBROGATION.**

#### **A. INDEMNITY.**

To the fullest extent allowed by law, CONSULTANT shall indemnify and hold harmless CITY, its officers, officials, employees and volunteers from and against all actions, causes of actions, damages, costs, liabilities, claims, losses, judgments, penalties and expenses of every type and description, including without limitation any fees and/or costs reasonably incurred by CITY's staff attorneys or contract attorneys and any and all costs, fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "liabilities"), arising out of or in connection with any negligent act or omission, misconduct or other legal fault of CONSULTANT, its officers, employees, subcontractors or agents in connection with the performance or nonperformance of this AGREEMENT, whether or not CITY accepted or approved any service or work product performed or provided by CONSULTANT hereunder, and whether or not such liabilities are litigated, settled or reduced to judgment. In



## ATTACHMENT 2

the event that a final decision or judgment allocates liability by determining that any portion of damages awarded is attributable to CITY's negligence or willful misconduct, CITY shall pay the portion of damages which is allocated to CITY's negligence or willful misconduct, provided that CITY shall not be liable for any passive negligence of CITY, its officers, officials, employees and volunteers in reviewing, accepting or approving any service or work product performed or provided by CONSULTANT.

### B. OBLIGATION TO DEFEND.

CONSULTANT shall, upon CITY's request, defend with counsel approved by CITY (which approval shall not be unreasonably withheld), at CONSULTANT's sole cost and expense, any action, claim, suit, cause of action or portion thereof which asserts or alleges liabilities resulting from any allegedly negligent act, omission, misconduct or other legal fault of CONSULTANT, its officers, employees, subcontractors or agents in connection with the performance or nonperformance of this AGREEMENT, whether or not such action, claim, suit, cause of action or portion thereof is well founded or lacking in merit.

### C. INSURANCE POLICIES; TERMINATION.

Acceptance of insurance certificates or endorsements required under EXHIBIT E of this AGREEMENT does not relieve CONSULTANT from liability under this SECTION 8 and shall apply to all damages and claims of every kind suffered, or alleged to have been suffered, by reason of CONSULTANT's negligence, misconduct, or other legal fault regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement for the full period of time allowed by law.

## **SECTION 9. INSURANCE REQUIREMENTS.**

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the Insurance obligations contained in this agreement. CONSULTANT agrees to have and maintain the policies of insurance set forth in EXHIBIT E, entitled "INSURANCE", which is attached hereto and incorporated herein. All policies, endorsements, certificates and/or binders shall be subject to approval by CITY's Risk Manager as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by CITY's Risk Manager. CONSULTANT agrees to provide CITY project manager with a copy of said policies, endorsements, certificates and/or binders before work commences

## ATTACHMENT 2

under this AGREEMENT. The policies shall include a waiver of subrogation endorsement by which CONSULTANT's insurer agrees to waive all rights of subrogation against CITY, its officers, officials, employees and volunteers for losses arising from work performed by CONSULTANT for CITY.

### **SECTION 10. NONDISCRIMINATION.**

CONSULTANT shall not discriminate in any way against any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age or sexual orientation in connection with or related to the performance of this AGREEMENT.

### **SECTION 11. TERMINATION.**

A. CITY shall have the right to terminate this AGREEMENT, without cause, by giving not less than seven (7) days' written notice of termination.

B. If CONSULTANT fails to perform any of its material obligations under this AGREEMENT, in addition to all other remedies provided by law, CITY may terminate this AGREEMENT immediately upon written notice.

C. In accordance with Article XVI, Section 18 of the California Constitution, if in any fiscal year subsequent to the execution of this AGREEMENT, CITY fails to appropriate money for the purpose of funding this AGREEMENT, this AGREEMENT shall terminate, without penalty, effective upon the close of business on the last day of the fiscal year for which funding has been appropriated.

D. CITY's Director of Community Development or his/her authorized designee is empowered to terminate this AGREEMENT on behalf of CITY.

E. In the event of termination, CONSULTANT shall deliver to CITY copies of all reports, documents, and other work performed by CONSULTANT under this AGREEMENT and, upon receipt thereof, CITY shall pay CONSULTANT for the reasonable value of services performed to the date of termination.

### **SECTION 12. GOVERNING LAW.**

CITY and CONSULTANT agree that the law governing this AGREEMENT shall be that of the State of California.

### **SECTION 13. COMPLIANCE WITH LAWS.**

CONSULTANT shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments.

## ATTACHMENT 2

### **SECTION 14. CONFIDENTIAL INFORMATION.**

All data, documents, discussions, or other information developed or received by or for CONSULTANT in the performance of this AGREEMENT are confidential and not to be disclosed to any person except with the prior written permission of CITY, or as required by law.

### **SECTION 15. OWNERSHIP OF MATERIALS.**

All reports, documents or other materials developed or discovered by CONSULTANT or any other person engaged directly or indirectly by CONSULTANT to perform the services required hereunder shall be and remain the property of CITY without restriction or limitation upon their use by CITY.

### **SECTION 16. WAIVER.**

CONSULTANT agrees that waiver by CITY of any breach or violation of any term or condition of this AGREEMENT shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by CITY of the performance of any work or services by CONSULTANT shall not be deemed to be a waiver of any term or condition of this AGREEMENT.

### **SECTION 17. CONSULTANT'S BOOKS AND RECORDS.**

A. CONSULTANT shall maintain any and all ledgers, books of account, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to CITY for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to CONSULTANT pursuant to this AGREEMENT.

B. CONSULTANT shall maintain all documents and records which demonstrate performance under this AGREEMENT for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this AGREEMENT.

C. Any records or documents required to be maintained pursuant to this AGREEMENT shall be made available for inspection or audit at any time during regular business hours upon written request by CITY's City Attorney, City Manager, or a designated representative of either of these officers. Copies of such documents shall be provided to CITY for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at CONSULTANT's address indicated for receipt of notices in this AGREEMENT.

## ATTACHMENT 2

D. Where CITY has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of CONSULTANT's business, CITY may, by written request by any of the above-named officers, require that custody of such records and documents be given to CITY and that such records and documents shall be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by CONSULTANT, CONSULTANT's representatives, or CONSULTANT's successor-in-interest during regular business hours.

**SECTION 18. CONFLICT OF INTEREST.**

CONSULTANT shall avoid all conflict of interest or appearance of conflict of interest in the performance of this AGREEMENT.

**SECTION 19. SPECIAL PROVISIONS.**

Special provisions, if any, to this AGREEMENT are specified in EXHIBIT F, entitled, "SPECIAL PROVISIONS", which is attached hereto and incorporated herein.

**SECTION 20. NOTICES.**

All notices and other communications required or permitted to be given under this AGREEMENT shall be in writing and shall be personally served or mailed, postage prepaid and addressed to the respective parties as follows:

<b>TO CITY:</b>	City of Vacaville 650 Merchant Street Vacaville, CA 95688 ATTENTION: Erin Morris, Director of Community Development
-----------------	--

<b>TO CONSULTANT:</b>	CONSULTANT XXXXXX XXXXXXXXXX, ATTENTION:
-----------------------	---

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit in the mail.

## **ATTACHMENT 2**

### **SECTION 21. CLAIMS AGAINST THE CITY.**

In the event any claim or cause of action is brought against the CITY by CONTRACTOR, its officers, employees, subconsultants, subcontractors, or agents in connection with the performance or nonperformance or arising out of or in any way connected to this AGREEMENT or the duties and obligations contemplated herein, CONTRACTOR, its officers, employees, subconsultants, subcontractors, or agents must comply with Vacaville Municipal Code (VMC) Chapter 1.10, as may be amended from time to time. Any claims arising out of or in any way connected to this AGREEMENT, the performance or non-performance hereof, or the duties and obligations contemplated herein must be presented in writing to the CITY no later than six (6) months after the accrual of the cause of action and such claims shall be governed by the provisions of VMC Chapter 1.10, as may be amended from time to time. No lawsuit, complaint, or cause of action arising out of or in any way connected with the AGREEMENT, the performance or non-performance hereof, or the duties and obligations contemplated herein may be brought against the CITY, or any officer, employee, board, commission, or authority of the CITY, until a written claim has been presented to the CITY Council (by and through the CITY Clerk) and has been acted upon or has been deemed to have been rejected by the CITY.

### **SECTION 22. VENUE.**

In the event that suit shall be brought by either party to this AGREEMENT, the parties agree that venue shall be exclusively vested in the state courts of the County of Solano or, where otherwise appropriate, exclusively in the United States District Court, Eastern District of California, Sacramento, California.

### **SECTION 23. INTERPRETATION.**

Each party has reviewed this AGREEMENT and any question of doubtful interpretation shall not be resolved by any rule or interpretation providing for interpretation against the drafting party. This AGREEMENT shall be construed as if both parties drafted it. The captions and headings contained herein are for convenience only and shall not affect the meaning or interpretation of this AGREEMENT.

### **SECTION 24. SIGNATOR'S WARRANTY.**

Each party warrants to each other party that he or she is fully authorized and competent to enter into this AGREEMENT in the capacity indicated by his or her signature and agrees to be bound by this AGREEMENT.



**ATTACHMENT 2**

**SECTION 25. PRIOR AGREEMENTS AND AMENDMENTS.**

This AGREEMENT, including all Exhibits attached hereto, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This AGREEMENT may only be modified by a written amendment duly executed by the parties to this AGREEMENT.

**WITNESS THE EXECUTION HEREOF** on the day and year last written below.

APPROVED AS TO FORM:

"CITY"

Melinda C.H. Stewart, City Attorney

CITY OF VACAVILLE, a municipal corporation

By: \_\_\_\_\_  
Anne Branham, Assistant City Attorney

By: \_\_\_\_\_  
Erin Morris, Director of Community Development

Dated: \_\_\_\_\_

"CONSULTANT"

[Insert company name and form of business, e.g. "XXXX COMPANY, a California corporation"]

By: \_\_\_\_\_  
[Insert Name and Title]

Dated: \_\_\_\_\_

## **ATTACHMENT 2**

### **EXHIBIT A**

#### **RECITALS**

WHEREAS, CITY desires to obtain contract services to create a Neighborhood Plan; and

WHEREAS, XXXXXXX has the necessary professional expertise and skill to perform such services.

NOW, THEREFORE, the purpose of this AGREEMENT is to retain XXXXX as CONSULTANT to CITY to perform those services specified in SECTION 1 of this AGREEMENT.

## **ATTACHMENT 2**

### **EXHIBIT B**

#### **SCOPE OF SERVICES**

The selected Consultant will work with community members, with support from City staff, to create a Neighborhood Plan that will evaluate neighborhood opportunities and constraints, identify plan goals designed to improve neighborhood quality of life and enhance and expand existing businesses, and identify and evaluate opportunity sites for future development or redevelopment that would help achieve the goals of the plan. The project would commence and be completed in 2025.

**Consultant Proposal will be listed here**

## **ATTACHMENT 2**

### **EXHIBIT C**

#### **SCHEDULE OF PERFORMANCE**

Work shall commence immediately upon execution of this AGREEMENT and shall be performed in accordance with the schedule set forth below. The time for completion is December 31, 2025.

Consultant schedule

## **ATTACHMENT 2**

### **EXHIBIT D**

#### **COMPENSATION**

CITY agrees to compensate CONSULTANT one hundred twenty thousand dollars (\$120,000) for professional services performed in accordance with the terms and conditions of this AGREEMENT.

The maximum amount of compensation to be paid to CONSULTANT under this AGREEMENT, including both payment for professional services and reimbursable expenses, shall not exceed one hundred twenty thousand dollars (\$120,000). CONSULTANT shall not be entitled to any additional compensation unless CITY, after receiving written notice from CONSULTANT, approves in writing such additional compensation.



## ATTACHMENT 2

### EXHIBIT E

#### INSURANCE

In all instances where CONSULTANT or its representatives will provide consulting services to CITY, it shall be a requirement under this AGREEMENT that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to CITY as Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this AGREEMENT; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured; whichever is greater. No representation is made that the minimum insurance requirements of this agreement are sufficient to cover the obligations of the CONSULTANT under this AGREEMENT.

CONSULTANT shall procure and maintain insurance against claims for injuries to persons, damage to property or economic losses which may arise from or in connection with the performance of the work hereunder and the results of that work by CONSULTANT, its agents, representatives, employees or subcontractors.

CONSULTANT agrees that in the event of loss due to any of the perils for which it has agreed to provide Commercial General and Auto Liability insurance, CONSULTANT shall look solely to its insurance for recovery. CONSULTANT hereby grants to CITY, on behalf of any insurer providing Commercial General and Automobile Liability insurance to either CONSULTANT or CITY with respect to the services of CONSULTANT herein, a waiver of any right to subrogation, which any such insurer of said CONSULTANT may acquire against CITY by virtue of the payment of any loss under such insurance.

Original signed certificates and separate policy endorsements naming the City of Vacaville as Additional Insured for general liability, and a waiver of subrogation for Workers' Compensation shall be received and approved by CITY before any work may begin. However, failure to do so shall not operate as waiver of these insurance requirements.

**Minimum Scope of Insurance** – the following forms shall be provided and coverage shall be at least as broad as the following:

1. Insurance Services Office Commercial General Liability coverage (ISO Occurrence Form CG0001).
2. Original and separate Additional Insured Endorsement for General Liability On-Going Operations (ISO Form CG 20 10).
3. Original and separate endorsement for Primary and Non-Contributory insurance coverage (ISO Form CG 20 01).
4. Insurance Services Office Automobile Liability coverage (ISO Form CA 0001, Code 1, Any Auto).
5. Workers' Compensation Insurance as required by the State of California including Employer's Liability coverage.
6. Original and separate Waiver of Subrogation for Workers' Compensation Insurance.
7. Professional Liability or Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession.

## ATTACHMENT 2

Required Coverage	Minimum Limits
<p>General Liability <i>(primary and excess limits combined)</i></p>	<p><b>Minimum coverage is \$2,000,000 per occurrence and \$4,000,000 aggregate.</b></p> <p>Includes coverage for bodily injury, personal injury, property damage and products and completed operations. If the policy includes a general aggregate, either the general aggregate shall apply separately to this project, service or location or the <b>minimum required aggregate limit shall be twice the per occurrence limit.</b></p> <p>Policy shall be endorsed to name the City of Vacaville as Additional Insured per the conditions detailed below.</p>
<p>Automobile Liability</p>	<p><b>\$1,000,000</b> per occurrence for bodily injury and property damage.</p>
<p>Workers' Compensation and Employers' Liability</p>	<p>Statutory limits as required by the State of California including \$1,000,000 Employers' Liability per accident, per employee for bodily injury or disease. If CONSULTANT is self-insured, provide a certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations and Self-Insurance.</p>
<p>Professional Liability or Errors and Omissions Liability</p>	<p>Minimum coverage of \$2,000,000 per claim and \$4,000,000 aggregate (on a claims made basis).</p>
Required Policy Conditions	
<p>Additional Insured Endorsement - On-Going Operations</p>	<p>Applicable to General Liability.</p> <p>The City of Vacaville, its officers, officials, employees, agents and volunteers are to be named as Additional Insured for all liability arising out of, or in any way caused, in whole or in part, actively or passively, by the named insured in the performance of this AGREEMENT. All coverage available to the named insured shall also be available and applicable to the CITY as Additional Insured.</p> <p><b><i>Additional Insured On-Going Operations Coverage shall be at least as broad as ISO Form CG 20 10 04 13.</i></b></p>
<p>Primary and Noncontributory Endorsement</p>	<p>The Additional Insured coverage under the CONSULTANT's policy shall be Primary and Noncontributory and will not seek contribution from the CITY's insurance or self-insurance and shall be at least as broad as <b>ISO Form CG 20 01 04 13.</b></p>
<p>A. M. Best Rating</p>	<p>A-:VII or better. If the A.M. Best Rating falls below the required rating, CONSULTANT must replace coverage immediately and provide prompt notice to CITY.</p>
<p>Waiver of Subrogation Endorsement</p>	<p>CONSULTANT's insurer will provide a Waiver of Subrogation endorsement in favor of CITY for Workers Compensation coverage during the life of this AGREEMENT.</p>

## ATTACHMENT 2

Deductibles and Self-Insured Retentions	<ol style="list-style-type: none"><li>1. All deductibles and self-insured retentions (SIR) greater than \$50,000 must be disclosed to and approved by CITY's Risk Manager and shall not reduce the limits of liability.</li><li>2. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or the City.</li><li>3. At the option of CITY either the insurer shall reduce or eliminate such deductibles or SIR as respects CITY; or CONSULTANT shall procure a financial guarantee in an amount equal to the deductible or SIR retention guaranteeing payment of losses and related investigations, claims administration and defense expenses.</li></ol>
---	--

### **Umbrella/Excess Liability Policies**

The limits of insurance required in this AGREEMENT may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall be at least as broad as specified for the underlying coverages and cover those insured in the underlying policies. Any umbrella or excess insurance shall also apply on a Primary and Noncontributory basis for the benefit of the CITY before the CITY's own insurance or self-insurance shall be called upon to protect it as a named insured.

### **Claims-Made Policies**

If any insurance policy is written on a claims-made form, the following conditions apply: 1) the retroactive date must be shown and must be before the date of this AGREEMENT, 2) the insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work, and 3) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this AGREEMENT, CONSULTANT must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.

### **Subcontractors**

CONSULTANT shall include the following language in their agreement with subcontractors: "Subcontractor agrees to be bound to the CONSULTANT and the City of Vacaville in the same manner and to the same extent as the CONSULTANT is bound to City of Vacaville under the Contract Documents. Subcontractor further agrees to include the same indemnity and insurance provisions contained in the City Contract Document, to the extent they apply to the scope of the sub-subcontractor's work. A copy of the CITY Contract Document indemnity and insurance provisions will be furnished to subcontractor upon request."

CONSULTANT is responsible for verifying subcontractors' insurance policies and endorsements. CONSULTANT agrees to furnish to CITY upon request proof of insurance coverage for CONSULTANT's subcontractors.

CONSULTANT agrees to defend and indemnify CITY for any damage resulting from failure of either CONSULTANT or any subcontractor to take out or maintain the required insurance policies. The fact that insurance is obtained by CONSULTANT and/or CONSULTANT's subcontractors, will not be deemed to release or diminish the liability of CONSULTANT, including, without limitation, liability under the indemnity provisions of this AGREEMENT. Damages recoverable by CITY from CONSULTANT or any third party will not be limited by the amount of the required insurance coverage.

## ATTACHMENT 2

### Verification of Coverage

All original certificates and endorsements shall be received and approved by CITY *before work may begin*. CITY reserves the right to obtain full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

**Original insurance certificates and required policy endorsements shall be mailed, or delivered to CITY's Project Manager.** Insurance certificates and endorsements may be emailed or faxed to CITY's Project Manager. However, CONSULTANT must mail the original certificates and endorsements to CITY's Project Manager once emailed or faxed.

#### CITY's Project Manager

NAME: Erin Morris, Director of Community Development

ADDRESS: 650 Merchant Street  
Vacaville, CA 95688

EMAIL: Erin.Morris@cityofvacaville.com

PHONE: (707) 449-5307

### Continuous Coverage

CONSULTANT shall maintain the required insurance for a period of at least one hundred and eighty (180) days (except as required under Claims-Made Policies) after final payment has been made by CITY to CONSULTANT pursuant to this AGREEMENT. Should CONSULTANT cease to have insurance as required during this time, all work by CONSULTANT pursuant to this AGREEMENT shall cease until insurance acceptable to CITY is provided. **Maintenance of proper insurance coverage is a material element of this AGREEMENT. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by CITY as a material breach of this AGREEMENT.** In the event that CONSULTANT fails to comply with CITY's insurance requirements, CITY may take such action as it deems necessary to protect CITY's interests. Such action may include but is not limited to termination of this AGREEMENT, withholding of payments, or other actions as CITY deems appropriate.

If services or the scope of work extend beyond the expiration dates of the required insurance policies initially approved by CITY, CONSULTANT must provide updated certificates and endorsements indicating that the required coverage, terms and conditions are still in place. **Renewal certificates and updated endorsements shall be mailed to CITY's Project Manager.**

### Consistent with Public Policy

The insuring provisions, insofar as they may be judged to be against public policy shall be void and unenforceable only to the minimum extent necessary so that the remaining terms and provisions herein may be consistent with public policy and thus enforceable.

## **ATTACHMENT 2**

### **EXHIBIT F**

#### **SPECIAL PROVISIONS**

*Check one:*

- There are no special provisions.
- The special provisions to this AGREEMENT are as follows:

Agency shall comply with any and all laws, statues, ordinances, rules, regulations or requirements of the federal, state, or local government and any agency thereof. Agency must comply with American Rescue Plan Act (ARPA) contract provisions

**ATTACHMENT 2**  
**EXHIBIT A**  
**ARPA CONTRACT PROVISIONS**

The following terms and conditions apply to contractors and vendors entering this contract pursuant to ARPA, its applicable regulations, and/or as established by the U.S. Department of Treasury.

- I. **Equal Employment Opportunity.** If this is a construction contract exceeding \$10,000, Contractor and any subcontractors shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." Further, the clause provided under 41 CFR § 60-1.4(b) shall be considered part of this contract.
- II. **Davis-Bacon & Copeland "Anti-Kickback" Acts.** If this is a construction contract exceeding \$2,000, Contractor and any subcontractors shall comply with 40 USC §§ 3141-3144 and 3146-3148 and 29 CFR Part 5, requiring that contractors pay wages to laborers and mechanics at a rate not less than the prevailing wages specified by the U.S. Secretary of Labor and not less than once a week. Contractors and subcontractors must also comply with 40 USC § 276c, 18 USC § 874, and 29 CFR Part 3, requiring that deductions from workers' pay be permissible and that contractors and subcontractors maintain and submit weekly payroll statements. The City shall report all suspected or reported violations to the U.S. Department of Treasury.
- III. **Contract Work Hours and Safety Standards Act.** If this contract exceeds \$100,000 and involves the employment of mechanics or laborers, Contractor and any subcontractor shall comply with 40 U.S.C. §§ 3702 and 3704, as supplemented by U.S. Department of Labor regulations (29 CFR Part 5) requiring that laborers and mechanics receive overtime compensation (time and one-half pay) for hours they have worked in excess of 40 hours in one week and cannot be required to work in unsanitary, hazardous, or dangerous working conditions; provided, however, that these requirements do not apply to the purchase of supplies or materials ordinarily available on the open market or contracts for transportation. Violations under this Act carry a liquidated damages penalty of \$10 per day per violation, which may be withheld by the City of Providence from the money payable to the Contractor.
- IV. **Rights to Inventions Made Under a Contract or Agreement.** If this is a contract for the performance of experimental, developmental, or research work, Contractor shall comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."
- V. **Clean Air Act and the Federal Water Pollution Control Act.** If this contract exceeds \$150,000, Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation to the Federal Emergency Management Agency and the Regional Office of the U.S. Environmental Protection Agency ("EPA").
- VI. **Debarment and Suspension.** In accordance with Executive Orders 12549 and 12689, the Contractor shall not enter into any agreement, written or oral, with any subcontractor without the

## ATTACHMENT 2

prior determination by the City of Providence of the subcontractor's eligibility. A contractor or subcontractor is not eligible to receive funds if the contractor is listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible Contractors.

- VII. **Byrd Anti-Lobbying Amendment.** If this contract exceeds \$100,000, Contractor must file the certification required under 31 U.S.C. § 1352 certifying that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
  
- VIII. **Procurement of Recovered Materials.** The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, to the extent applicable and in accordance with 2 CFR § 200.323.
  
- IX. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** Contractor is prohibited from obligating or expending grant funds to contract, re-contract, procure, or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  
- X. **Domestic Preferences for Procurements.** Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, as defined by 2 CFR § 200.322(b) (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts and purchase orders for work or products under this contract.