



AGENDA SUBMITTAL TO SOLANO COUNTY BOARD OF SUPERVISORS

ITEM TITLE Receive a status report on the Solano360 Fairground project; and Consider approval of a contract for other professional services with Michael Brandman & Associates for a not to exceed amount of \$310,000 to prepare the Environmental Impact Report for the Solano360 Fairgrounds Specific Plan		BOARD MEETING DATE August 10, 2010	AGENDA NUMBER 14
Dept:	County Administrator's Office	Supervisorial District Number All	
Contact:	Michael D. Johnson		
Extension:	X6100		
Published Notice Required?		Yes _____	No <u> X </u>
Public Hearing Required?		Yes _____	No <u> X </u>

DEPARTMENTAL RECOMMENDATION:

The County Administrator's Office recommends that the Board of Supervisors:

1. Receive a status report on the Solano360 Fairground project; and
2. Approve a contract for other professional services with Michael Brandman & Associates (MBA) for not to exceed \$310,000 to prepare the Environmental Impact Report for the Solano360 Fairgrounds Specific Plan

SUMMARY:

Consistent with previous Board direction, the project team is providing an overall project update and the preliminary project timeline (Attachment A) for Phase 2 of the Solano360 Fairgrounds project. In addition, the Board is asked to approve a contract with MBA to prepare the Environmental Impact Report (EIR) pursuant to the California Environmental Quality Act (CEQA) on behalf of Solano County and the City of Vallejo for the Solano360 Fairgrounds project for a not to exceed amount of \$310,000 (Attachment B). Pursuant to the Memorandum of Understanding ("MOU") between the City of Vallejo and the Vallejo Redevelopment Agency, and the County, the County shall serve as the lead agency for the project and the preparation of the environmental document. The proposed contract is consistent with the approved Phase 2 Solano360 project budget.

FINANCING:

The Board approved the Solano360 Phase 2 (entitlement phase) project budget on February 9, 2010. The budget includes financing for the preparation of an environmental impact report as

part of the entitlement phase, in conjunction with the preparation of the Specific Plan for the Solano360 Fairgrounds project. The Solano360 Fairgrounds project and all supporting studies and reports are funded by a loan from the General Fund to the project and tracked separately. The Board has established a requirement that the loan be repaid from future revenue streams stemming from the ultimate redevelopment of the fairgrounds site. The Phase 2 project budget is estimated at \$3.1 million. The proposed contract with MBA is \$310,000 and is below the estimated budget approved by the Board of \$370,000 for this component. The Vision for the Solano360 Fairgrounds project was approved in June 2010 and is the basis for the creation of a specific plan currently in process and the EIR and estimated that if entitled and implemented, the redevelopment of the Fairgrounds Site could create 5,700 construction jobs and more than 2,500 permanent jobs at build out.

DISCUSSION:

Background/Status of Project - Phase 2

On June 9, 2009, the Board of Supervisors approved a Vision for the Solano360 Fairgrounds project (the "Project"). The City of Vallejo (the "City") and the Solano County Fair Association also approved this Vision for the future of the Solano County Fairgrounds. The Memorandum of Understanding between the County and the City, approved on February 24, 2009, and amended and restated on February 9, 2010, included language to commence the preparation of a Specific Plan for the Project, the preparation of an EIR and the submittal of applications to the City for a number of entitlement actions. On May 4, 2010, the Board approved agreements with Lucas, Austin & Alexander dba Brooks Street (Project Management), SWA Group (Specific Plan preparation) and the City of Vallejo (MOU- concurrent review & permitting efforts) for the purpose of initiating the entitlement phase of the Solano360 Fairgrounds project. Brooks Street and SWA Group have begun work on the Specific Plan and have submitted a preliminary Planning Application for the project with the City for processing. This application will be amended as the Specific Plan is developed.

EIR Consultant Selection Process & Recommendation

In May 2010, the project team initiated a process of identifying and selecting a qualified EIR consultant. In June 2010, a request for qualifications (RFQ) letter was sent to several reputable EIR consultants who were identified as having recent experience in EIR preparation for similar types of projects. Three EIR consultants responded to the solicitation. The responding firms included AECOM, Michael Brandman Associates and Lamphier-Gregory. The firms responses to the RFQ were evaluated based on the following criteria: relevant firm experience; project management team experience; demonstrated knowledge of the proposed project and key potential issues to be evaluated; experience working with multiple jurisdictions; and strength of sub consultants proposed to be used for specific studies to augment required analysis. All three firms were determined to be well-qualified and were invited to participate in the next round of the selection process.

On July 16, 2010, the project team including staff representatives from the County, City, along with Brookstreet and SWA group conducted in-person interviews with the three firms. The consultants were evaluated based on their presentation and response to questions regarding such key issues as schedule, in-house expertise, project management experience, community

engagement approach, knowledge and approach to transportation and water quality impacts, experience with urban decay analysis and other relevant issues.

MBA differentiated itself from the other EIR consultant groups for the Solano360 project in several key areas. MBA has extensive experience working successfully with Solano County, having recently completed an Initial Study/Mitigated Negative Declaration (IS/MND) for the South Solano County Government Center Expansion, a MND for both the Fairfield Public Health Laboratory and Clinic and the Lake Solano Regional Park Visitors' Center, an EIR for the Claybank Adult Detention Facility in Fairfield, as well as the IS/MND for the William J. Carroll Government Center. MBA's project manager, Randy Chafin, has tremendous experience working on the Fairgrounds site during the Mills Corps proposal. In addition, MBA has internal resources that are better suited for this project than the other two firms.

Based on a thorough review of each firm's relevant experience, its initial response to the RFQ, the preliminary scope work and the fee proposal, and in consideration of the input of the interview panel, staff is recommending that the Board approve the selection of the firm of MBA, to be led by Jason Brandman and Randy Chafin, to conduct the EIR for the project. The project team is recommending Board approval at this time of the contract for a not to exceed \$310,000.

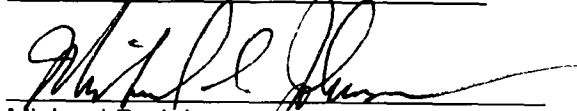
ALTERNATIVES:

The Board could select another EIR consultant. This action is not recommended because it would delay the start of the EIR process. The Board could also choose not to proceed with the EIR consultant selection. This action is not recommended because it is inconsistent with the Board's decision to start Phase 2 and begin the preparation of the Specific Plan. The preparation of the Specific Plan is already underway.

OTHER AGENCY INVOLVEMENT:

Staff from the County Departments of Resource Management and County Counsel, along with staff from the City of Vallejo and consultant team was involved in the preparation of the project timeline and RFQ and selection process for the EIR consultant. The Solano360 Committee met on August 5, 2010 to review and finalize the project timeline and staff will be prepared to provide further updates.

DEPARTMENT HEAD SIGNATURE:


Michael D. Johnson
County Administrator

Attachment A - Draft Preliminary Solano360 Project Timeline

Attachment B - Professional Services Contract w/Michael Brandman & Associates

Attachment C- Draft Concurrent Specific Plan/EIR Process Diagram

PRELIMINARY TIMELINE FOR CONCURRENT SPECIFIC PLAN & EIR PROCESS

Solano

(Note: EIR meeting schedule to be determined)

Months	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
	2010												2011							
	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	
WORK PLAN SUMMARY																				
MEETINGS (dates subject to change)																				
☐ Solano360 Committee			6-Aug	30-Sep		11-Nov		27-Jan		24-Mar		19-May		14-Jul		15-Sep				
● Preliminary dates - subject to change			26-Aug		18-Nov				24-Feb			12-May								
● Public Workshops																				
● Preliminary dates - subject to change																				
Topic			Specific Plan		Specific Plan/Session				Specific Plan			EIR								
☆ Informational reports to County BOS/City Council																				
SPECIFIC PLAN																				
Project Startup, Land Use Plan Refinement																				
Preferred Land Use and Circulation Plan																				
Admin Draft Specific Plan																				
Draft Specific Plan																				
Public Review																				
Final Specific Plan - Design Guidelines																				
Public Hearings (PC & CC/BOS)																				
Specific Plan Appeal Period (10 days)																				
EIR																				
Consultant Selection																				
Startup, Background and Project Setting																				
Project Description																				
Project Alternatives and Scoping																				
Agency Coordination																				
ADEIR																				
Lead Agency Review																				
DEIR																				
Public Review (45 days)																				
Final EIR/Response to Comments																				
Mitigation Monitoring Plan																				
Noticing (21 days for City PC + 10 days for CC)																				
Public Hearings (PC & CC/BOS)																				
Project Approval/EIR Certification/Notice of Determination																				
EIR Appeal Period (30 days)																				
GENERAL PLAN AMENDMENT																				
ZONING AMENDMENT																				



**County of Solano
Standard Contract**

For County Use Only
CONTRACT NUMBER
(Dept. Division, FY, #)

BUDGET ACCOUNT:

SUBJECT ACCOUNT:

1. This Contract is entered into between the County of Solano and the Consultant named below:

Michael Brandman Associates

CONSULTANT'S NAME

2. The Term of this Contract is: **August 10, 2010 – April 30, 2012**

3. The maximum amount of this Contract is: **\$310,000**

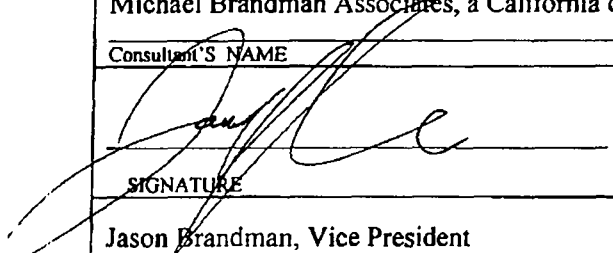

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provision

Exhibit C – General Terms and Conditions

This Contract is made on August 10, 2010.

<u>Consultant</u>	<u>COUNTY OF SOLANO</u>
Michael Brandman Associates, a California corporation	
Consultant'S NAME	AUTHORIZED SIGNATURE
	John M. Vasquez, Chair
SIGNATURE	TITLE
Jason Brandman, Vice President	675 Texas St., Ste. 6500
PRINTED NAME AND TITLE	ADDRESS
Bishop Ranch 3, 2633 Camino Ramon, Suite 460	Fairfield, CA 94533
ADDRESS	CITY STATE ZIP CODE
San Ramon, CA 94583	Approved as to Content:
CITY STATE ZIP CODE	DEPARTMENT HEAD OR DESIGNEE
	Approved as to Form:
	 COUNTY COUNSEL

Rev. 1/09/08

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A **SCOPE OF WORK**

Project Understanding and Approach

With the assistance of Brooks Street, the County of Solano, the City of Vallejo, and the Vallejo Redevelopment Agency completed a comprehensive visioning process for redevelopment of the Solano County Fairground, a summary of which and its recommendations are described in the Vision Report. The County, as both co-project proponent and lead agency under CEQA, now wishes to proceed with preparation of a Specific Plan, General Plan Amendment, development agreement, and accompanying EIR under a Memorandum of Understanding with the City.

Through the visioning process, the County and City have determined that Solano360 will be a "super-regional" project. That is, it will be unique to Solano County and outlying areas, and is intended to be a regional destination for entertainment, as well as an employment and retail center. At the same time, the proposed land uses are intended to be compatible with, and complement, surrounding land uses, such as the adjacent Six Flags Discovery Kingdom amusement park.

SWA, the land planning consultancy that was involved in the visioning process and prepared the conceptual land use plan, will lead the preparation of the Specific Plan. The plan will be formulated in accordance with the conceptual plan that grew from the visioning process and the various technical studies that were prepared to guide the plan, including the environmental constraints studies prepared under Randy Chafin's direction.

The County and its development team has wisely decided to include the environmental consultant as part of the project team at the beginning of the Specific Plan preparation process. This will enable the environmental consultant to identify and communicate potential environmental issues to SWA so that the plan can avoid environmental impacts to the maximum extent practicable and achieve a high degree of self mitigation. That is, the Specific Plan may incorporate as design features what would otherwise become mitigation measures in the EIR. It should be noted that this is the approach that was used in preparing the Solano County 2008 General Plan and its EIR.

Consultant understands that October 2011 has been identified as the date by which the EIR is to be certified. Consultant has worked successfully on complex projects in multidisciplinary teams with similar schedules and believes that this target can be realistically achieved.

Scope of Services Overview

Consultant proposes to prepare a comprehensive, legally-defensible, full-scope EIR that thoroughly assesses the proposed project, thus providing decision makers, other public agencies, and the general public an important tool for evaluating the project. The EIR will be prepared in concert with the Specific Plan. Consultant will work in close coordination with the project team to prepare an EIR that uses, to the degree appropriate, studies that were prepared during the visioning process and studies that will be conducted for the Specific Plan. In addition, we will use any relevant environmental documentation that may have been prepared for other projects in the vicinity. Consultant will conduct a thorough peer review assessment of all previously prepared environmental documentation to ensure that these studies are relevant, thorough, and prepared to the highest technical standards.

This scope of services provides a summary of our basic approach and cost for providing environmental services. If accepted, Consultant will prepare a detailed scope of work, budget, and schedule.

Description of Tasks

Task 1: Project Initiation and Organization

The Consultant Project Director and Project Manager will meet with the project team (i.e., County staff, Brooks Street, SWA, and other consultants) to obtain information necessary to prepare an expanded scope of services, budget, and schedule and to establish communication protocols among various project team members. This will be the first of at least 30 ongoing project team coordination meetings.

Task 2: Review Existing Studies/Conduct Additional Environmental Studies

Consultant will conduct a thorough peer review of all studies that were previously prepared for the project. We will also obtain and review any other relevant environmental studies that may have been recently prepared for projects in the area. At the completion of this task, Consultant will be able to determine what additional studies will be required and will conduct those studies. Consultant will revisit this preliminary scope of work and budget at the completion of this task

Task 3: Identify Environmental Constraints and Design Solutions/Interact with SWA

This is critical task to Consultant's role on the project team, which is to conduct an early assessment and identification of environmental issues while SWA prepares the Specific Plan, so that environmental constraints can be addressed within the plan, instead of in the EIR as mitigation measures. As a result of this interaction SWA will formulate a working draft Specific Plan that will be described in the NOP.

Task 4: Notice of Preparation and Environmental Scoping Process

Consultant will prepare the Notice of Preparation (NOP) for the project. Since a full-scope EIR is anticipated, no Initial Study will be prepared. Consultant will coordinate with County staff to conduct scoping meetings for the proposed Project. Consultant will be responsible for collecting and compiling all responses to the NOP and will assist County staff, as appropriate. One scoping meeting is assumed for this task, which will include both public agencies, the general public and private organizations.

Task 5: Administration Draft EIR

Consultant will prepare an Administrative Draft EIR that adheres to the requirements of CEQA, the County's environmental guidelines, and relevant case law. County and Consultant agree that the a more detailed scope of work for this Task will be developed in conjunction with the preparation of the Specific Plan. Following are several important considerations.

- **Cumulative Projects Identification.** Consultant will coordinate with City and County staff to describe the reasonably foreseeable projects within the City of Vallejo and County-defined study area that may result in cumulative impacts associated with the proposed project.
- **Establishment of Thresholds of Significance.** Consultant understands that environmental thresholds will be as agreed upon by both the City and the County. Accordingly, Consultant will formulate a hybrid, or combined, list based on Appendix G of the CEQA Guidelines and recently certified EIRs in each jurisdiction that uses the more stringent threshold where any differences are observed. Consultant will employ Bay Area Air Quality Management District's recently revised thresholds for toxic area contaminants and construction and operations emissions, as well as its per capita Green House Gas (GHG) thresholds.
- **Growth-Inducing Impacts.** Consultant will discuss any potential growth-inducing impacts of the proposed Project, such as removal of obstacles to growth (i.e., modernization or extension of infrastructure), redevelopment, new employment generation, and major economic influences.

- **Alternatives to the Proposed Project.** Consultant will evaluate a maximum of four alternative to Solano360, including the CEQA-required "No Project Alternative."
- **Analysis of Environmental Topics.** The EIR will analyze the following topics for both potential construction impacts and long-term, operational impacts:
 - **Aesthetics, Light, and Glare** – Consultant will analyze photosimulations prepared by SWA.
 - **Biological Resources** – Consultant biologists will peer review the biological analysis conducted previously by AECOM, and will conduct additional studies, as necessary.
 - **Geology, Soils, and Seismicity** – Under contract to Consultant, ENGEO will assess soils and geology impacts, based on published information.
 - **Greenhouse Gas Emissions** – This important analysis will use the newly developed GHG model (version 1.1.9 Beta) that interfaces with URBEMIS.
 - **Hazards and Hazardous Materials** – Under contract to Consultant, ENGEO will assess hazards and hazardous materials impacts, based on their previously prepared Phase 1 ESA.
 - **Hydrology and Water Quality** – Consultant will utilize studies and plans prepared by MacKay & Somps to the maximum extent practicable.
 - **Public Services – Police Protection, Fire Protection, Schools, Parks, Solid Waste, Other Public Services (e.g., libraries)** – Consultant will assess the potential impacts of the project on all service providers. As an optional task, Economic and Planning Systems (EPS) will conduct a peer review of the fiscal impact study prepared by ERA.
 - **Utilities and Service Systems – Water Supply, Wastewater, Storm Drainage, Energy (Appendix F of the CEQA Guidelines)** – Consultant will utilize studies and plans prepared by MacKay & Somps to the maximum extent practicable in assessing project demand on these utility systems. Consultant assumes a Water Supply Assessment will be prepared by others.
 - **Urban Decay** – Under contract to Consultant, EPS will conduct an urban decay analysis.
 - **Transportation** – This section will be based on a new traffic and transportation study prepared by the traffic engineer on the Project team. As an optional task, Consultant has included peer review by Fehr & Peers; however, this may not be required.

The following environmental topics will also be fully analyzed: Air Quality, Cultural Resources, Land Use, Noise, and Population/Employment/Housing.

Task 6: Draft EIR

Consultant will respond to project team comments on the Administrative Draft EIR. Consultant will complete necessary revisions, and publish the Draft EIR for public review.

Task 7: Administrative Final EIR and Findings

Consultant will prepare written responses to comments received on the Draft EIR that raise significant environmental issues.

Task 8: Final EIR

Consultant will revise the response to comments based upon comments from the project team.

Task 9: Public Hearing Attendance

Consultant's Project Manager will be present at all public meetings and hearings. A maximum of 15 public meeting and hearings are anticipated at this time. A per meeting cost is provided in the fee description.

Task 10: Mitigation Monitoring and Reporting Program

Consultant will prepare a Mitigation Monitoring and Reporting Program (MMRP) that complies with CEQA and County formatting requirements.

Task 11: CEQA Notices

Consultant will prepare CEQA-required notices, including the preparation of the Notice of Completion (NOC) and Notice of Determination (NOD). The Notice of Preparation is addressed in Task 4.

Task 12: Project Management and Coordination

This task provides for ongoing and regular management, coordination, and communication with the project team, which is critical to a successful project. We assume two 1-hour, in-person or telephone meetings per month for total of 30 meetings.

Assumptions

The following assumptions were used in preparing this scope of work and fee:

- The fee, which is based on billing rates effective through October 2011, is valid for up to 90 days from the date of this scope, after which it may be subject to revision, if a contract has not been executed.
- Printing costs are estimates only. Consultant maintains an in-house reproduction department and expects these costs to be nominal.
- The EIR scope of work may need to be adjusted after receipt of NOP comments.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. COMPENSATION

County agrees to compensate Consultant based on the Cost Estimate, attached as Exhibit B-1. Consultant may be entitled to compensation for the Optional Tasks but only with prior written consent from the County. Consultant may also request adjustments to the individual tasks provided such adjustments are within the total compensation.

2. METHOD OF PAYMENT

Upon submission of an invoice by Consultant, and upon approval of County's representative, County shall pay Consultant monthly in arrears for fees and expenses incurred the prior month, up to the maximum amount provided for on the Standard Contract. Each invoice must specify services rendered, date of service and the accrued charges.

Cost Estimate (August 3, 2010)
Solano360

Staff	Project Director J. Brandman	Project Manager R. Chafin	Asst. PM	Env Planner	Biologist	Env. Scientist	Graphics/GIS	Tech Editor	Admin. Assistant	Hours	Total Task \$
\$ Rate/Hr	\$260	\$185	\$130	\$100	\$125	\$100	\$80	\$95	\$75		
Task 1 - Project Initiation and Organization	6	10	12	30	36			4	12	44	\$6,250
Task 2 - Review Existing Studies (Conduct Additional Environmental Studies)	2	8	24	30	36				8	108	\$13,220
Task 3 - Identify Env. Constraints and Design Solutions/Interact with SWA	4	24	20	40					6	94	\$12,530
Task 4 - Notice of Preparation and Environmental Scoping Process	2	8	16	36				2	4	74	\$8,650
Task 5 - Administrative Draft Environmental Impact Report	6	16	24	36				36	24	162	\$18,060
Aesthetics, Light, and Glare			6	24						66	\$6,990
Air Quality			6	54						68	\$7,240
Biological Resources			4		58					70	\$8,830
Cultural Resources			2	4	34					44	\$5,460
Geology, Soils, and Seismicity			2			8				14	\$1,590
Geotechnical Analysis (Engco)			2								
Greenhouse Gas Emissions			4	6		42				56	\$6,000
Hazards and Hazardous Materials			2	2		4				10	\$1,190
Hazards Analysis (Engco)			4	6						26	\$3,040
Hydrology and Water Quality			4	6						26	\$3,040
Land Use			4	8						56	\$6,400
Noise			4	6						22	\$2,490
Population / Employment / Housing			2	4		36				56	\$6,430
Public Services			6	12						28	\$3,100
Transportation			4	12						38	\$4,220
Utilities and Service Systems			4	8						0	\$35,000
Urban Decay (EPS)			4	6						26	\$3,120
Cumulative Impacts			4	16						12	\$1,490
Significant Unavoidable Adverse Impacts			2	6						26	\$3,140
Growth Inducing Impacts			4	8						26	\$3,140
Alternatives to the Proposed Project			8	24						64	\$7,240
Task 6 - Draft EIR	6	16	24	32	8	4	16	24	12	142	\$16,700
Task 7 - Administrative Final EIR and Findings	4	12	24	38				12	8	98	\$11,920
Task 8 - Final EIR	4	8	16	8	2	2		8	4	54	\$7,070
Task 9 - Public Hearing Attendance (15 public meetings @ 4 hrs. ea. = \$740 /m)	4	60	25							97	\$16,030
Task 10 - Mitigation Monitoring and Reporting Program	1	4	6	8	2	2		2	2	27	\$3,370
Task 11 - CEQA Notices			4							5	\$705
Task 11 - Project Management and Coordination (30 meetings @ 1 hr. ea)	14	60	24							98	\$17,860
Labor Sub Total										1745	\$263,395
Direct Costs											\$5,000
Printing and Postage											\$1,000
Travel and mileage											\$6,000
Direct Total											
Total	53	297	337	502	140	98	150	88	80	1745	\$269,395

Optional Tasks	Project Director J. Brandman	Project Manager R. Chafin	Asst. PM	Env Planner	Biologist	Env. Scientist	Graphics/GIS	Tech Editor	Admin. Assistant	Hours	Total Task \$
Fiscal Impact Peer Review (EPS)										0	\$10,000
Traffic Study Peer Review (Fehr & Peers)										0	\$15,000
Contingency											\$15,605
Subtotal Optional Tasks											\$40,605

**EXHIBIT C
GENERAL TERMS AND CONDITIONS**

1. CLOSING OUT

County will pay Consultant's final claim for payment providing Consultant has paid all financial obligations undertaken pursuant to this Contract. If Consultant has failed to pay all obligations outstanding, County will withhold from Consultant's final claim for payment the amount of such outstanding financial obligations owed by Consultant. Consultant is responsible for County's receipt of a final claim for payment 30 days after termination of this Contract.

2. TIME

Time is of the essence in all terms and conditions of this Contract, subject to the usual and customary standards of professional care.

3. TIME OF PERFORMANCE

Work will not begin, nor claims paid for services under this Contract until all Certificates of Insurance, business and professional licenses/certificates, IRS ID number, signed W-9 form, or other applicable licenses or certificates are on file with the County's Contract Manager.

4. TERMINATION

A. This Contract may be terminated by County or Consultant, at any time, with or without cause, upon 30 days written notice from one to the other, unless otherwise provided for in Exhibit D.

B. County may terminate this Contract immediately upon notice of Consultant's malfeasance.

C. Following termination, County will reimburse Consultant for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Contract unless Consultant is in default of the Contract.

5. SIGNATURE AUTHORITY

The parties executing this Contract certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Contract.

6. REPRESENTATIONS AND WARRANTY

A. County relies upon Consultant's professional ability and training as a material inducement to enter into this Contract. Consultant represents that Consultant will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. County's acceptance of Consultant's work shall not constitute a waiver or release of Consultant from professional responsibility.

B. Consultant warrants that Consultant possesses current valid appropriate licensure, including, but not limited to, drivers license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

7. INSURANCE

A. Without limiting Consultant's obligation to indemnify County, Consultant must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract and the results of that work by Consultant, Consultant's agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance

Coverage must be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
- (2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code 1 (any auto).
- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance

Consultant must maintain limits no less than:

- (1) General Liability: **\$1,000,000** 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.
(Including operations, products and completed operations.)
- (2) Automobile Liability: **\$1,000,000** per accident for bodily injury and property damage.
- (3) Workers' Compensation: As required by the State of California.
- (4) Employer's Liability: **\$1,000,000** per accident for bodily injury or disease.

D. If Consultant maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Consultant.

E. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either:

- (1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or
- (2) Consultant must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

F. Other Insurance Provisions

The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

(1) The County of Solano, its officers, officials, agents, employees, and volunteers must be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Consultant; and with respect to liability arising out of work or operations performed by or on behalf of Consultant including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to Consultant's insurance policy, or as a separate owner's policy.

(2) For any claims related to work performed under this Contract, Consultant's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials,

agents, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, agents, employees, or volunteers is excess of Consultant's insurance and shall not contribute to it.

(3) Each insurance policy required by this clause must be endorsed to state that coverage may not be canceled by Consultant, except after 30 days prior written notice has been provided to County.

G. Waiver of Subrogation

(1) Consultant agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of County for all work performed by Consultant, its employees, agents and subcontractors.

H. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to County.

I. Verification of Coverage

(1) Consultant must furnish County with original certificates and endorsements effecting coverage required by this Contract.

(2) The endorsements should be on forms provided by County or, if on other than County's forms, must conform to County's requirements and be acceptable to County.

(3) County must receive and approve all certificates and endorsements before work commences.

(4) However, failure to do so shall not operate as a waiver of these insurance requirements.

(5) County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

8. BEST EFFORTS

Consultant represents that Consultant will at all times faithfully, industriously and to the best of his/her/its ability, experience and talent, perform to County's reasonable satisfaction.

9. DEFAULT

A. If Consultant defaults in Consultant's performance, County shall promptly notify Consultant in writing. If Consultant fails to cure a default within 30 days after notification, unless otherwise specified in Exhibit D, or if the default requires more than 30 days to cure and Consultant fails to commence to cure the default within 30 days after notification, then Consultant's failure shall terminate this Contract.

B. If Consultant fails to cure default within the specified period of time, County may elect to cure the default and any expense incurred shall be payable by Consultant to County.

C. If County serves Consultant with a notice of default and Consultant fails to cure the default, Consultant waives any further notice of termination of this Contract.

D. If this Contract is terminated because of Consultant's default, County shall be entitled to recover from Consultant all damages allowed by law.

10. INDEMNIFICATION

A. Consultant will indemnify and hold harmless the County of Solano, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, to the extent caused by arising from Consultant's operations or from any persons directly or indirectly employed by, or acting as agent for,

Consultant, excepting the sole negligence or willful misconduct of the County of Solano. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Consultant's services, as well as during the progress of rendering such services.

B. Acceptance of insurance required by this Contract does not relieve Consultant from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Consultant's operations regardless if any insurance is applicable or not.

C. Notwithstanding any clause or provision in this Contract or any other applicable Contract to the contrary, Consultant's only obligation with regard to indemnification shall be to indemnify and hold harmless (but not defend) the County of Solano, its officers, directors, employees and agents from and against those damages and costs (including reasonable attorneys fees and cost of defense) that the County of Solano is legally obligated to pay as a result of the death or bodily injury to any person or the destruction or damage to any property, to the extent caused by the negligent act, error or omission of the Consultant or anyone for whom the Consultant is legally responsible.

11. INDEPENDENT CONTRACTOR

A. Consultant is an independent contractor and not an agent, officer or employee of County. The parties mutually understand that this Contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

B. Consultant shall have no claim against County for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C. Consultant is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

D. Consultant shall indemnify and hold County harmless from any liability which County may incur because of Consultant's failure to pay such obligations.

E. As an independent contractor, Consultant is not subject to the direction and control of County except as to the final result contracted for under this Contract. County may not require Consultant to change Consultant's manner of doing business, but may require redirection of efforts to fulfill this Contract.

F. Consultant may provide services to others during the same period Consultant provides service to County under this Contract.

G. Any third persons employed by Consultant shall be under Consultant's exclusive direction, supervision and control. Consultant shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

H. As an independent contractor, Consultant shall indemnify and hold County harmless from any claims that may be made against County based on any contention by a third party that an employer-employee relationship exists under this Contract.

I. Consultant, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

12. RESPONSIBILITIES OF CONSULTANT

A. The parties understand and agree that Consultant possesses the requisite skills necessary to perform the work under this Contract and County relies upon such skills. Consultant pledges to perform the work skillfully and professionally. County's acceptance of Consultant's work does not constitute a release of Consultant from professional responsibility.

B. Consultant verifies that Consultant has reviewed the scope of work to be performed under this Contract and agrees that in Consultant's professional judgment, the work can and shall be completed for costs within the maximum amount set forth in this Contract.

C. To fully comply with the terms and conditions of this Contract, Consultant shall:

- (1) Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies;
- (2) Document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices and other official documentation that sufficiently support all charges under this Contract;
- (3) Submit monthly reimbursement claims for expenditures that directly benefit Solano County;
- (4) Be liable for repayment of any disallowed costs identified through quarterly reports, audits, monitoring or other sources; and
- (5) Retain financial, programmatic, client data and other service records for 3 years from the date of the end of the contract award or for 3 years from the date of termination, whichever is later.

13. COMPLIANCE WITH LAW

A. Consultant shall comply with all federal, state and local laws and regulations applicable to Consultant's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

B. Consultant warrants that all Consultant claims for payment or reimbursement by County will comply with the applicable Office of Management and Budget Circulars, particularly with respect to 2 CFR Part 225 and 2 CFR Part 230, as currently enacted or as may be amended throughout the term of this Contract.

14. CONFIDENTIALITY

A. Consultant shall prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client.

B. Consultant shall not use client specific information for any purpose other than carrying out Consultant's obligations under this Contract.

C. Consultant shall promptly transmit to County all requests for disclosure of confidential information.

D. Except as otherwise permitted by this Contract or authorized by the client, Consultant shall not disclose any confidential information to anyone other than the State without prior written authorization from County.

E. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph. Client shall include individuals receiving services pursuant to this Contract.

15. CONFLICT OF INTEREST

A. Consultant warrants that Consultant and/or Consultant's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. Consultant shall employ or retain no such person while rendering services under this

Contract. Services rendered by Consultant's associates or employees shall not relieve Consultant from personal responsibility under this clause.

B. Consultant has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

16. DRUG FREE WORKPLACE

Consultant warrants that Consultant is knowledgeable of Government Code section 8350 et. seq., regarding a drug free workplace and shall abide by and implement its statutory requirements.

17. HEALTH AND SAFETY STANDARDS

Consultant shall abide by all health and safety standards set forth by the State of California and/or the County of Solano pursuant to the Injury and Illness Prevention Program. If applicable, Consultant must receive all health and safety information and training.

18. CHILD/ADULT ABUSE

If services pursuant to this Contract will be provided to children and/or elder adults, Consultant warrants that Consultant is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse.

19. INSPECTION

Authorized representatives of County, the state and/or the federal government may inspect and/or audit Consultant's performance, place of business and/or records pertaining to this Contract.

20. NONDISCRIMINATION

A. In rendering services under this Contract, Consultant shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

B. Further, Consultant shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

21. SUBCONTRACTOR AND ASSIGNMENT

A. Services under this Contract are deemed to be personal services.

B. Consultant shall not subcontract any work under this Contract nor assign this Contract or monies due without the prior written consent of the County's Contract Manager, the County's applicable Department Head or his or her designee and the County Administrator subject to any required state or federal approval.

C. If County consents to the use of Subcontractors, Consultant shall require and verify that its subcontractors maintain insurance meeting all the requirements stated in Section 7 above.

D. Assignment by Consultant of any monies due shall not constitute an assignment of the Contract.

22. UNFORESEEN CIRCUMSTANCES

Consultant is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Consultant's reasonable control, provided Consultant gives written notice to County of the cause of the delay within 10 days of the start of the delay.

23. OWNERSHIP OF DOCUMENTS

A. County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Consultant prior to termination of this Contract by County or upon completion of the work pursuant to this Contract.

B. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

24. NOTICE

A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the first page of this Contract.

B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

25. NONRENEWAL

Consultant acknowledges that there is no guarantee that County will renew Consultant's services under a new contract following expiration or termination of this Contract. Consultant waives all rights to notice of non-renewal of Consultant's services.

26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

A. The County's obligation under this Contract is subject to the availability of authorized funds. The County may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy of the County, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent Amendment, the County may, upon written Notice to the Consultant, terminate this Contract in whole or in part.

B. Payment shall not exceed the amount allowable for appropriation by the County Board of Supervisors. If the Contract is terminated for non-appropriation:

i. The County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and

ii. The Consultant shall be released from any obligation to provide further services pursuant to this Contract that are affected by the termination.

C. Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the Board of Supervisors of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this Contract will terminate at the close of the current Appropriation Year.

D. This Contract is void and unenforceable if all or part of federal or State funds applicable to this Contract are not available to County. If applicable funding is reduced, County may either:

(1) Cancel this Contract; or,

(2) Offer a contract amendment reflecting the reduced funding.

27. CHANGES AND AMENDMENTS

A. County may request changes in Consultant's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of Consultant's compensation, shall be effective when incorporated in written amendments to this Contract.

B. The party desiring the revision shall request amendments to the terms and conditions of this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual execution of an amendment in writing.

C. No verbal agreements or conversations prior to execution of this Contract or requested Amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

28. CHOICE OF LAW

The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Contract.

29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Consultant warrants that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. Parts 160-64) regarding the protection of health information obtained, created, or exchanged as a result of this Contract and shall abide by and implement its statutory requirements.

30. WAIVER

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any provision of this Contract.

31. CONFLICTS IN THE CONTRACT DOCUMENTS

The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that the document providing the highest quality and level of service to the County shall supersede any inconsistent term in these documents.

32. FAITH BASED ORGANIZATIONS

A. Consultant agrees and acknowledges that County may make funds available for programs or services affiliated with religious organizations under the following conditions: (a) the funds are made available on an equal basis as for programs or services affiliated with non-religious organizations; (b) the program funded does not have the substantial effect of supporting religious activities; (c) the funding is indirect, remote, or incidental to the religious purpose of the organization; and (d) the organization complies with the terms and conditions of this resolution.

B. Consultant agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization (a) that has denied or continues to deny access to services on the basis of race, color, religion, ancestry, national origin, sex, citizenship, or known disability; (b) will use the funds for a religious purpose; (c) will use the funds for a program or service that subjects its participants to religious education.

C. Consultant agrees and acknowledges that all recipients of funding from County must: (a) comply with all legal requirements and restrictions imposed upon government-funded activities set forth in Article IX, section 8 and Article XVI, section 5 of the California Constitution and in the First Amendment to the United States Constitution; and (b) segregate such funding from all funding used for religious purposes.

33. DISBARMENT OR SUSPENSION OF CONSULTANT

A. Consultant represents that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal health programs as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs; (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs or any state healthcare programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Consultant being excluded from participation in the Federal Healthcare Programs or any state healthcare programs.

B. This representation shall be an ongoing representation and warranty during the term of this Contract and Consultant must immediately notify the County of any change in the status of the representations and warranty set forth in this section.

C. If services pursuant to this Contract involve healthcare programs, Consultant agrees to provide certification of non-suspension with submission of each invoice. Failure to submit certification with invoices will result in a delay in County processing of Consultant's payment.

34. EXECUTION IN COUNTERPARTS

This Contract may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute one instrument. Facsimile copies shall be deemed to be original copies.

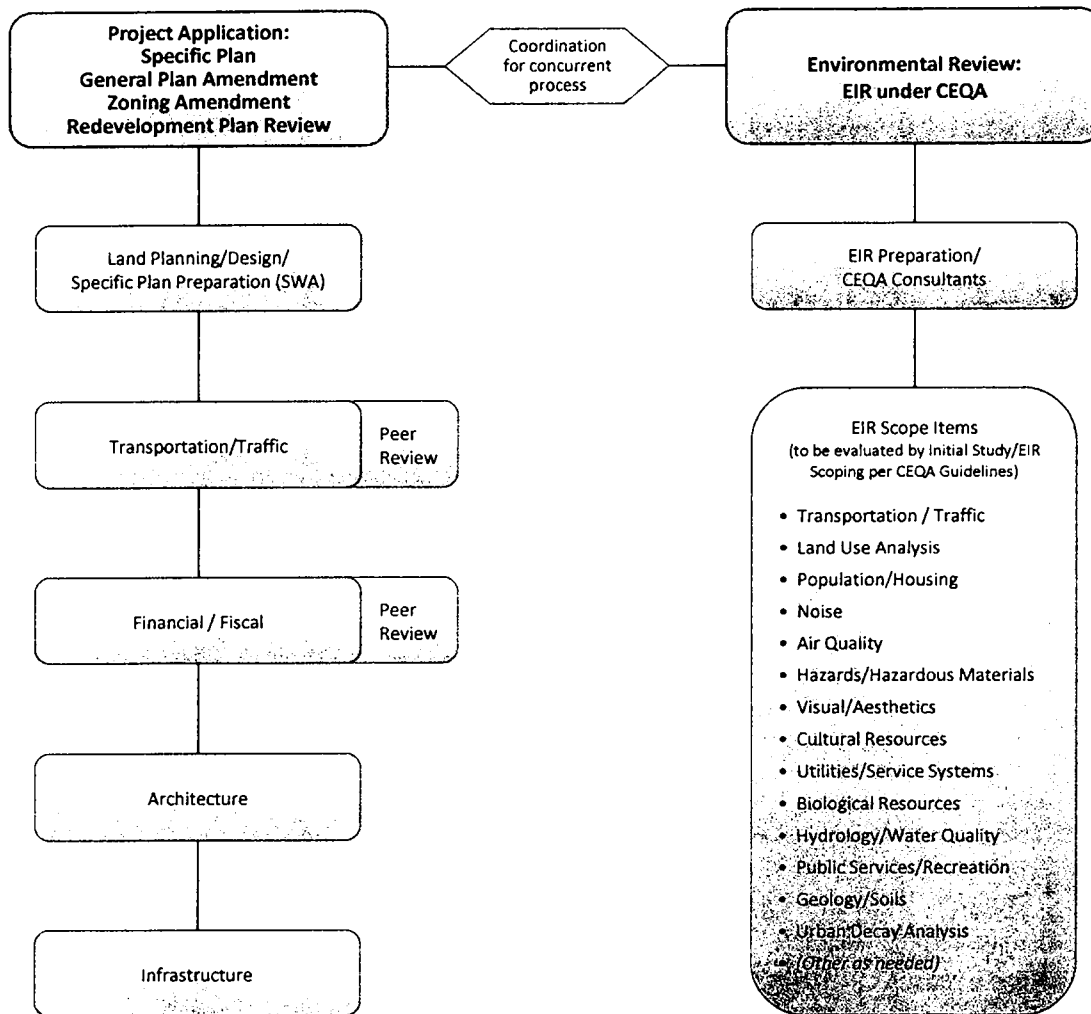
35. LOCAL EMPLOYMENT POLICY

Solano County desires, whenever possible, to hire qualified local residents to work on County projects. A local resident is defined as a person who resides in, or a business that is located in, Solano County. The County encourages an active outreach program on the part of its contractors, consultants and agents. When local projects require subcontractors, Contractor shall solicit proposals for qualified local residents where possible.

36. ENTIRE CONTRACT

This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Consultant other than those contained.

SOLANO COUNTY FAIRGROUNDS
 CONCURRENT SPECIFIC PLAN / EIR PROCESS



Specific Plan

Prepared By: SWA/Brooks Street on behalf of Solano County

Review & Input From: Public, County staff, City staff/project planner, Solano360 Committee and Solano County Fair Board

Formal Review By: County Planning Commission and City Planning Commission

Approval Required By: Solano County Board of Supervisors, Vallejo Planning Commission and Vallejo City Council

Environmental Impact Report

Prepared By: CEQA Consultant on behalf of Solano County (Lead Agency) and City of Vallejo (Responsible Agency)

Review & Input From: Public, County staff, City staff/project planner, Solano County Fair Board, Solano360 Committee and affected agencies (water, air, transportation, etc.)

Formal Review By: County Planning Commission and City Planning Commission

Certification Required By: Solano County Board of Supervisors and Vallejo City Council

[Note: For questions or comments about the Solano County Fairgrounds project, please contact Jennifer Hayes at (707) 647-1600.]