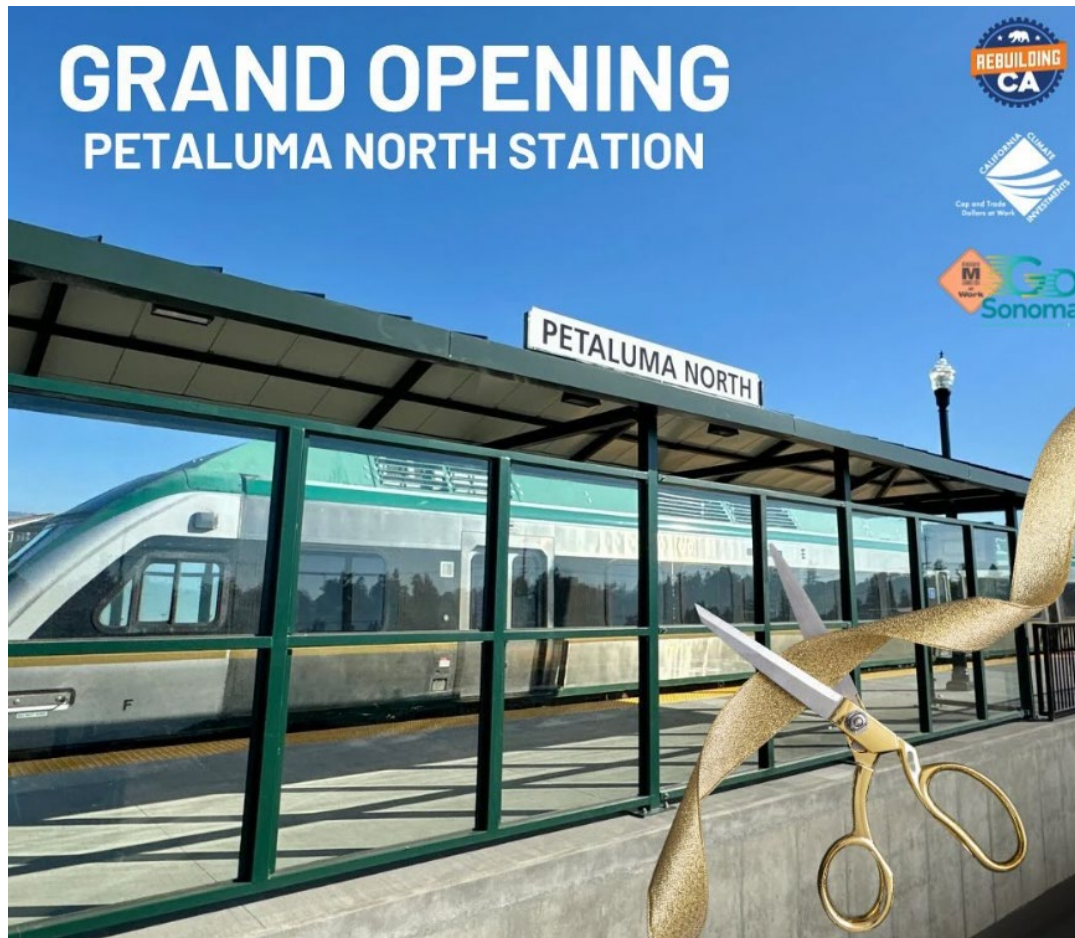




## Request for Proposals

### Petaluma North SMART Station Priority Development Area Specific Plan

*Funding provided by MTC/ABAG Growth Framework  
Priority Development Area (PDA) Award*



March 27, 2025

City of Petaluma Community Development Department Brian Oh, Director

#### MAYOR / ALCALDE

Kevin McDonnell

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March 27, 2025

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**Key Details:**

RFP Issued: March 27, 2025

Pre-Bid Informational Meeting (Virtual): Tuesday April 8, 2025, 10:00 AM

Questions Due: Friday April 11, 2025

Responses Issued: Friday April 18, 2025

Proposal Deadline: Wednesday April 30, 2025, 5:00 PM

Project Funding for Consultant Team: \$950,000

Initial Contract Term: Through July 2027

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## Overview

The City of Petaluma is embarking on a major effort to develop a Specific Plan to facilitate the transformation of the approximately 1,100-acre Petaluma North (formerly Corona Road) SMART Station Priority Development Area (PDA), which recently became the location of Petaluma's second Sonoma-Marin Rail Transit (SMART) station. The PDA's predominant features are the McDowell Boulevard Corridor, extending from the station site through the Plan Area to Washington Street, and various industrial, business park, and residential mobile home land uses.

Established as Petaluma's second PDA in 2020 in coordination with the Metropolitan Transportation Commission (MTC) PDA program, the Petaluma North SMART Station PDA provides a unique opportunity to support and build off existing and planned development throughout Petaluma and surrounding Sonoma County in alignment with City goals as well as broader regional goals and priorities by planning for catalytic development and investment in the area and address local challenges while protecting some of Petaluma's most vulnerable and low-income residents through data-informed policies and programs.

The City will use MTC 2022-2023 PDA grant funds to develop the Specific Plan described in this RFP. City staff will serve as project manager, and a planning consulting team will assist the City in preparing the Specific Plan and CEQA documentation and help ensure compliance with MTC's Transit-Oriented Communities (TOC) policies. Details on MTC's PDA program and TOC policies are provided in the Project Funding section below.

## The City of Petaluma

Petaluma, the second largest city in Sonoma County, is a vibrant community of 58,100 residents. It is the southernmost jurisdiction in the County, 15 miles south of Santa Rosa and 40 miles north of San Francisco. Petaluma is located on the sprawling ancestral lands of the Coast Miwok tribe, who collectively called the area *Peta Lumaa*. The City was established adjacent to and largely southwest of the Petaluma River on rising ground, mitigating flood risk and attracting commercial agricultural activity. Since then, development has spread outwards from its original Downtown area, and with the arrival of Highway 101, it has become a desirable suburb and a vital commerce center.

The City was incorporated in 1858, and its location enables residents to be a short distance from wine country, the state capital, and various job markets. Petaluma has historically focused on agriculture and river-dependent commerce, and today it serves as a vital hub for several business sectors, varying across industries that include information and computer technology, consumer products, healthcare and life science, green services, and construction. Petaluma offers its residents the opportunity to enjoy the best of city and country life with nearby trails, bike paths, and waterways, as well as plentiful indoor pursuits, including shopping and nightlife options.

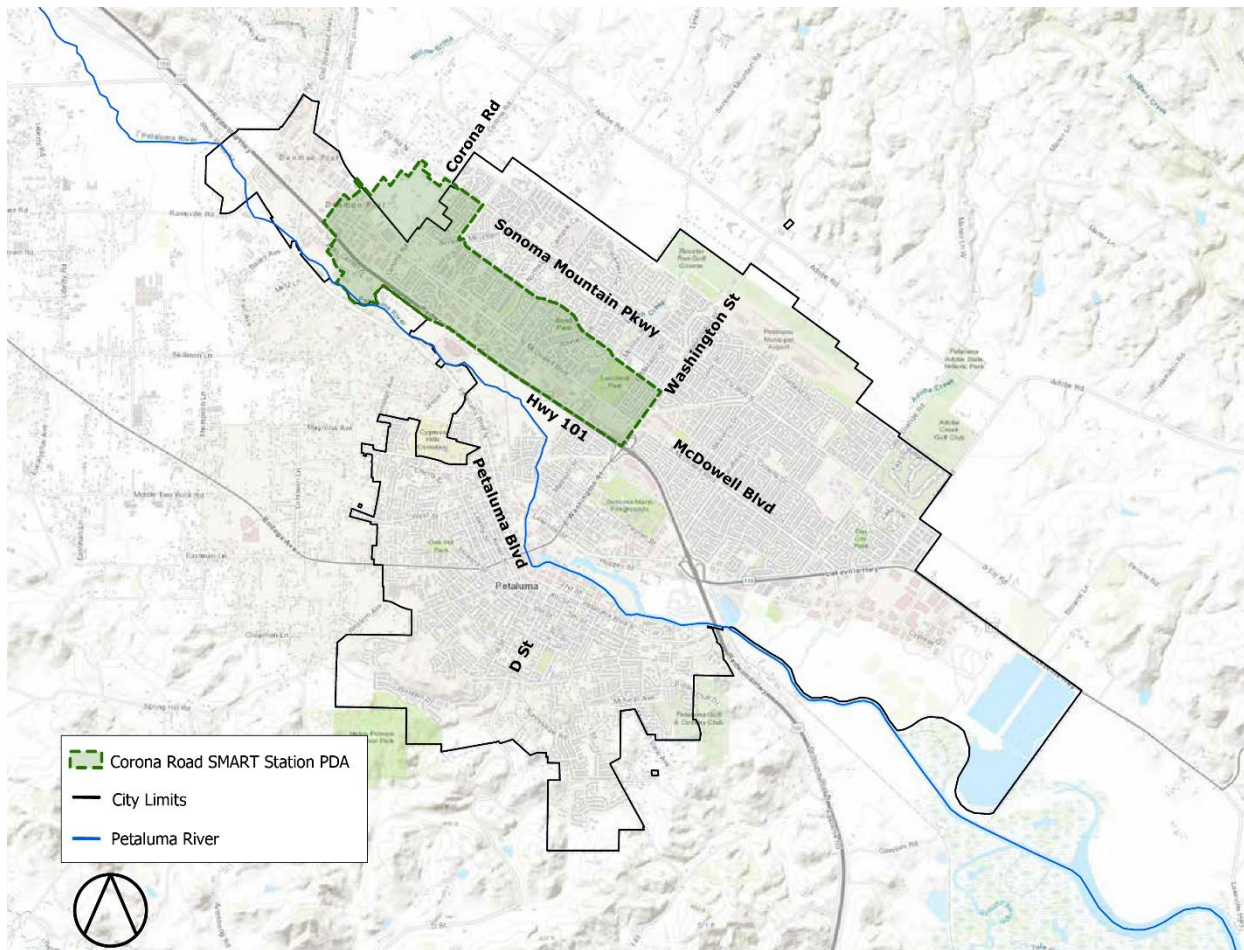
The Petaluma River, a tidal slough, runs through the City's historic heart. While industrial uses along the river have waned from earlier vitality, the river remains a vital recreational and ecological amenity. It plays a strong role in establishing Petaluma's sense of place and identity. The Petaluma





community is sensitive to the flooding along the river and its tributaries, and the City has recently completed a significant update to its flood model, which includes modeling of sea level rise and associated impacts.

Petalumans generally consider their community to have four quadrants, with Highway 101 forming a north-south axis and Washington Boulevard and D Street combining to provide an east-west axis. The eastern part of Petaluma was largely developed after the arrival of Highway 101 in the 1960s and is characterized by more automobile-centered suburban development with numerous Planned Unit Developments (PUDs), while the western part contains the more historic area, including the historic Downtown. Petaluma is also divided by the SMART corridor, and the Specific Plan Area is considered to be in the northeast part of the City.



**FIGURE 1: PETALUMA AND THE SPECIFIC PLAN BOUNDARY**

The City is proud to showcase its historic downtown and surrounding historic districts. Downtown was the center of commerce in the City from the mid-nineteenth century to the end of World War II. Today, it provides a diverse and well-designed collection of commercial buildings, the architecture



of which is unmatched in Sonoma County. Petaluma remains well-connected to its rural roots. Pastures and open space surround the City, and two creameries continue to operate in town. The tall feed silos that hover over Downtown are still in use.

The highway-oriented development on the east side of Petaluma helped the City expand with desirable suburbs, which led to rapid growth. This rapid expansion promulgated the establishment of an Urban Growth Boundary and a 500-new-home annual limit, which figured importantly among the country's first growth management regulations. In addition to the traditional suburban form, east Petaluma has commercial, office, industrial, flex uses, and mobile home parks. Residents of east Petaluma are eager to see a vibrant town center on this side of town, as reflected in the draft Land Use Policy Framework for the General Plan Update.

Petaluma has long been a leader in innovation, from urban planning and environmental policy to food and beverage manufacturing. Petaluma, the first city in the United States to enact a ban on gas stations in 2023, is working toward the ambitious goal of carbon neutrality by 2030 and remains a regional leader in food and beverage manufacturing and research. Home to a community that values sustainability, vibrancy, and creativity, Petaluma is seeking a planning consultant who will lead the preparation of the Petaluma North SMART Station PDA Specific Plan, with those values in mind.

## General Plan Update

In 2021, the City began a comprehensive update of its General Plan, with adoption, including certification of the General Plan EIR, anticipated in 2026. This General Plan is shaping into an ambitious document that prioritizes community connections and policies to address climate change. The process includes the certified 6th Cycle Housing Element and the *Blueprint for Climate Action*, which was adopted by the City Council on November 4, 2024.

The 6th Cycle Housing Element was lauded by YIMBY Law, which called the document the “Best Overall” in the Bay Area. The City will begin developing zoning code updates that will implement the updated General Plan closer to General Plan adoption. There is a wealth of information about the General Plan on the General Plan website, [planpetaluma.org](http://planpetaluma.org). Relevant General Plan process documentation includes, but is not limited to:

- Existing Conditions Report
- Policy Frameworks
- Blueprint for Climate Action
- 6<sup>th</sup> Cycle Housing Element
- Sea Level Rise and Flood Mapping

## Treatment of the Specific Plan Area in the General Plan Update

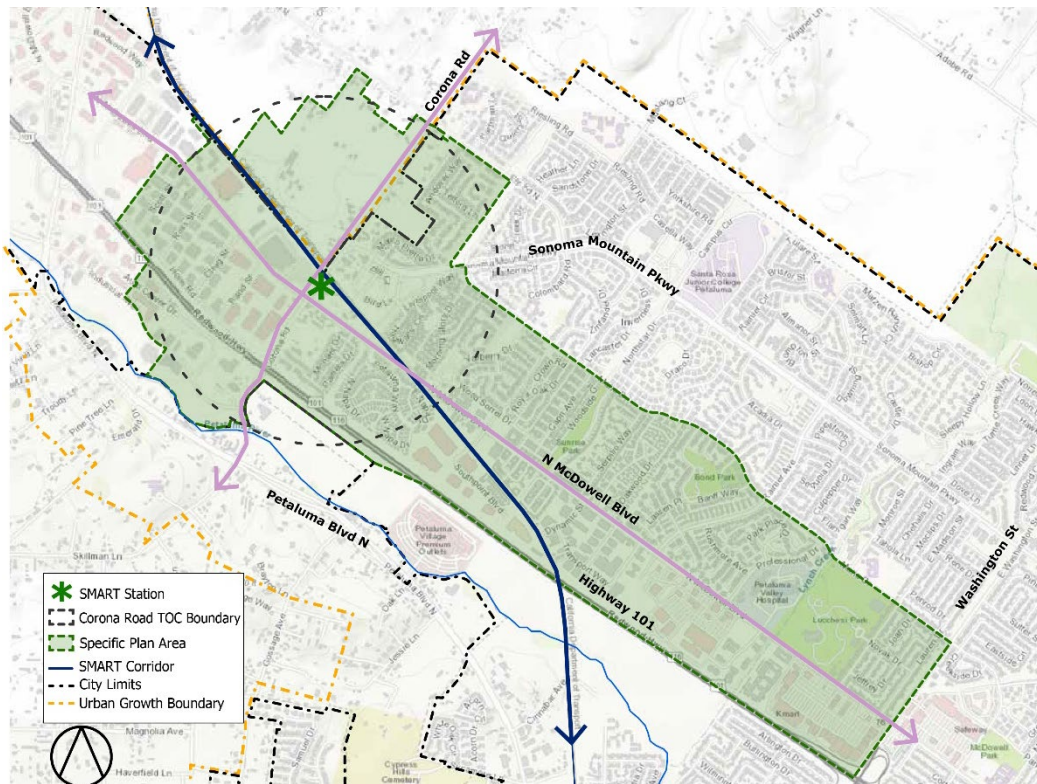
As noted above, the Specific Plan Area is congruent with the Petaluma North SMART Station PDA and occupies a large portion of the City. Proposers should review draft General Plan materials to



become adequately familiar with the direction the community desires for this area, particularly concerning the Land Use map and policy frameworks. Depending on the timeframe, the General Plan process may pre-designate land uses for the Specific Plan area, including outside the UGB, and would analyze these uses under CEQA.

## The Specific Plan Area

Petaluma is an established part of the Sonoma-Marin Area Rail Transit (SMART) line and is dedicated to promoting the development of vibrant mixed-use neighborhoods around its stations. Petaluma’s first SMART station is near its historic Downtown. The second station, which opened in January 2025, is the orienting point for this planning effort. The Petaluma North SMART Station PDA Specific Plan will be prepared in accordance with MTC’s TOC program, further details of which are provided below in the Project Funding section.



**FIGURE 2: THE SPECIFIC PLAN AREA AND TOC BOUNDARY** (Source: MTC/ABAG, November 2024)

The Plan Area is bordered by East Washington Street to the southeast; Highway 101, Industrial Avenue and Petaluma Boulevard to the southwest; Benson Way, Scott Street, and Corona Road to the northwest; and Ely Road and Maria Drive to the northeast. The Specific Plan is shown in Figure 2, including the half-mile radius that delineates the land subject to MTC’s TOC policy.

The Plan Area includes neighborhoods that have historically faced systemic barriers and greater socioeconomic challenges. The General Plan process has identified Disadvantaged Community





Areas within the Plan Area. It has developed draft policies to serve these communities in accordance with the environmental justice requirements of SB 1000. Of particular concern are mobile home parks within the Plan Area that are subject to a high risk of severe flooding and the highest pollution levels within Petaluma.

In 2023, the City implemented a complete streets project on North McDowell Boulevard in the Plan Area between Sunrise Parkway and Old Redwood Highway. The project included improvements to facilitate multi-modal travel opportunities such as protected bike lanes, reduced lane widths, and enhanced pedestrian facilities. Improvements were designed to improve traffic flow and safety for all users and all modes.

The Petaluma North SMART Station PDA Specific Plan will provide a roadmap for a more connected and inclusive area, including vibrant community hubs. The Plan Area will offer additional housing opportunities and convenient access to high-quality transit options that serve local and broader community needs.

## Key Considerations for the Planning Process

This section provides a series of key topics that proposers should consider in their approach to the project and the planning process. These should be addressed in the consultant's statement of project understanding and the proposed scope of work.

### Engagement

A robust approach to public outreach and partnership with Plan Area community members and an *ad hoc* Advisory Committee will need to be evident in the consultant's scope of work. Petaluma is a highly engaged community passionate about creating a positive vision for the City's future. An ambitious and thorough public outreach and engagement plan that emphasizes a consultant partnership with the community, including a bilingual program and strategies to facilitate a high degree of community involvement, will be necessary for a successful planning process.

### Land Use and Housing

The Specific Plan Area is currently a mix of multi-family development, single-family residential areas, mobile home parks, parkland, and industrial and commercial uses. It includes unincorporated lands outside the City's Urban Growth Boundary—subject to multi-jurisdictional planning efforts—that could yield a significant amount of developable area directly adjacent to the SMART station. The draft General Plan [Land Use Policy Framework](#) should be reviewed for other policy directions applicable to this area.

### Environment and Equity

Future development will need to be balanced with environmental justice, displacement, and environmental concerns. Much of the western portion of the Plan Area is within the 100-year floodplain. This area also includes some of the City's most disadvantaged communities and is at





risk for gentrification and displacement. Specific Plan goals and policies should ensure that new investment and redevelopment in the area create or support community resources that benefit communities most impacted, safeguard residents at risk of flood damage, and reduce environmental justice disparities.

## Circulation

Situated between the northern end of the City and the Downtown core, the Plan Area is perfectly positioned for advancing multimodal connectivity throughout the City and for achieving local and state goals for reducing the number of vehicle miles traveled. In addition to SMART passenger rail, the area is served by Petaluma, Sonoma County, and Golden Gate (regional) transit lines. The City anticipates that a major focus of the plan will be on facilitating safe, comfortable, accessible, and effective pedestrian, bicycle, and transit travel. The Specific Plan should support and potentially augment the City's Active Transportation Plan, available on the City's website here: <https://cityofpetaluma.org/active-transportation-plan/>, as well as transportation policies developed through the General Plan update process.

The new SMART station in the Specific Plan Area will support and enhance the existing circulation network as an additional public transportation option in a key area outside of downtown. The development of this SMART station can also build off the City's [SMART Station Master Plan](#), which seeks to foster and create a pedestrian-oriented, livable, mixed-use environment that capitalizes on and supports SMART train ridership.

## Urban Growth Boundary

The City's Urban Growth Boundary (UGB) represents a long-held community commitment to protect the environmental and aesthetic character of Petaluma. As a response to suburban sprawl and the strain on infrastructure resources, the City's 1961 General Plan emphasized compact development. The 1987 General Plan introduced an Urban Limit Line to mark the edge of development. In 1988, a voter-approved ballot measure established the UGB, closely aligned to the Urban Limit Line. A 2010 ballot initiative extended the UGB through 2025.

On November 5, 2024, more than 69 percent of Petaluma voters approved an extension of the UGB through 2050, with modifications that are relevant to the Specific Plan Area:

- **Updated Planning Boundaries and Land Use Maps:** Whereas the 1998 UGB identified four designated expansion areas, the November 2024 initiative retains only one possible expansion area at Corona Road and the SMART railroad.
- **Expanded UGB Exception for Transit-Oriented Development:** Adjusts the allowable expansion radius near transit stations from 1,500 feet to approximately a half mile, with a limit of 120 acres.
- **Refined Expansion Provisions:** Restricts reference to future expansion areas to the northeast corner of Corona Road and nearby rail tracks.



Currently, General Plan Policy 1-P-32 allows the City Council limited authority to expand the UGB without a vote in specific cases, such as for transit-oriented development or to comply with state housing laws. The draft Land Use Policy Framework for the General Plan Update includes policies that reflect the passage of the November 2024 ballot measure and will continue to provide such authority to the City Council.

## Environmental Planning

Proposers should include the preparation of an EIR to ensure environmental compliance for the Petaluma North SMART Station PDA Specific Plan. It is anticipated that the General Plan EIR will be considered for certification in Summer 2026; therefore, it is expected that the environmental review of this Specific Plan would benefit from that effort being completed. The City expects the Specific Plan's CEQA documentation to provide environmental analyses for future feasible development proposals to tier off Specific Plan and EIR documents.

## Framework for the Proposed Scope of Work

MTC Transit Oriented Communities (TOC) policies and project grant funding direct the Petaluma North SMART Station PDA Specific Plan to articulate a vision and detailed implementation plan for supporting the development of an active, transit-oriented community center that includes relatively dense development, a mix of uses, strong multimodal transportation options, programs and policies that support disadvantaged residents, and opportunities for economically feasible affordable housing development. To achieve desired local and regional outcomes, the plan will focus on:

- Increasing the housing supply and affordable housing feasibility by increasing the density for new residential projects and adding a range of housing to the area with a focus on affordable housing—sites identified in the recently adopted Housing Element Sites Inventory should be explored first.
- Reducing Vehicle Miles Traveled (VMT) and increasing active transportation and transit use by establishing safe and comfortable last-mile connections and programs to incentivize bus transit, active transportation, and shared mobility and prioritize roadway safety for pedestrians and cyclists.
- Creating detailed public realm plans and standards, including for arterials such as Corona Road and North McDowell Boulevard, out to East Washington where the Petaluma North SMART Station PDA meets the Lakeville PDA.
- Supporting regional goals and policies, including implementing MTC's Transit Oriented Communities policies and building a tool for mall/office park densification by including residential areas in support of ABAG's established priority.



## Task Overview

Tasks	
Task 1	Existing Conditions
Task 2	Visioning
Task 3	Plan Framework
Task 4	The Plan
Task 5	Environmental Impact Report (EIR) and Final Plan Adoption
Task 6	Project Management

## Scope of Work

The following scope of work offers a phased approach that engages the community, shapes City policy, and mobilizes stakeholders to support implementation. It includes six tasks, each with accompanying sub-tasks. Proposers should provide a scope of work that builds off this approach and emphasizes the consultant’s approach and attributes of consultant team members.

Those responding to this RFP are advised that the *ad hoc* Advisory Committee will be convened at key points during the planning process and in association with milestone task deliverables.

### *Task 1 – Existing Conditions*

Task 1 establishes a foundational understanding of the Plan Area. It will include an assessment of the Plan Area and surrounding neighborhoods, both as unique places and as locations within the greater Bay Area and surrounding subregion. The task will conclude with the production of an Existing Conditions Report.

- Kick Off Meeting and Tour
- Market Analysis – Residential and Commercial Market Trends
- Public Infrastructure Assessment – Transportation and Utilities
- Community Benefits Framework
- Community Engagement Plan
- Existing Conditions Report
- Decision Maker Introduction and Review of Existing Conditions and Community Engagement Plan



### 1.1 Kick-Off Meeting and Tour

The project will begin with a kick-off meeting and Plan Area tour with consultants and City staff. The consultants will come to the meeting ready to discuss the project goals and schedule, generate a data request for existing conditions work, and gather initiating information from City staff.

### 1.2 Market Analysis- Residential and Commercial Market Trends

This task will inform Task 1.6 Existing Conditions Presentation/Report. The consultant team will conduct a market and development feasibility analysis to inform Plan decisions related to residential, industrial, office, and retail uses and associated density questions. These analyses will also indicate the potential timing of new development and the need for City or County policy and tools to support preferred types of development. Ensure this addresses public, private, and non-profit development prospects. For example, this should capture any potential demand for office or other facilities space by government and health care. It should also evaluate locations that are particularly competitive for affordable housing tax credits. And lastly, it should evaluate approaches to creating space for starting and scaling up small businesses, for example through pop-ups or temporary spaces, or facilities such as shared kitchens.

### 1.3 Public Infrastructure Assessment- Transportation and Utilities

This task will inform Task 1.6 Existing Conditions Presentation/Report. The consultant team will assess the circulation network as a whole - emphasizing the evaluation of the safety, comfort, and accessibility of the pedestrian, bicycle, and transit network. For each mode, the physical constraints will be examined from an urban design perspective using street typologies and street sections. Street character and connections within the Plan Area will also be studied. The team will also study the vehicular transportation system, safety and access, and the intersection of heavy vehicle traffic serving industrial areas with the needs of residential areas.

Additionally, the consultant team will research the major utility infrastructure systems that serve the Specific Plan Area, their suitability for ongoing use, and potential constraints on development in the plan area. The infrastructure assessment can include analysis of the infrastructure supply, transmission, distribution facilities, wastewater treatment plant capacity, transmission and local distribution systems; water capacity and distribution systems; stormwater and flood control facilities; and gas, electric, and communication facilities, including both City and County systems in the plan area.

### 1.4 Community Benefits Framework

This task will inform Task 1.6, Existing Conditions Presentation/Report. Community Benefits Framework updates will be included in the Plan Drafts described in Task 4. An evaluation memo summarizing opportunities for the public realm will be part of the community benefits framework. The cost of improvements to streetscapes and open spaces will be considered along with the entitlement fee structure for new development as the consultant team assesses the status, success, and needs of the Plan's Community Benefits Framework. The potential for development to generate community benefits and the policy levers that can be utilized will be summarized in the Community Benefits Framework.





### 1.5 Community Engagement Plan

A primary deliverable for the project's first phase will be a Community Engagement Plan. Consultants should include their recommended preliminary approach in the proposal and expect it to be refined in collaboration with staff. The General Plan Update has recently completed a series of community engagement activities as part of the draft land use framework's public input process, and this information can shape and supplement this plan's engagement activities.

A primary goal for engagement is to provide multiple opportunities for the community and stakeholders to become involved in a comfortable and meaningful manner for all personality types, schedules, technological proficiencies, and cultures. Engagement efforts will ensure the participation of residents of all incomes, races, and ethnicities, owners and employees of local businesses, community- and faith-based organizations, and staff from public agencies providing services.

A separate meeting about the Community Engagement Plan will follow the kick-off meeting. The agenda will cover coordinating the project website, determining the stakeholders and groups the project should involve, identifying which outreach strategies are most appropriate for the project and neighborhood, and overall project timing and community messaging.

The final Community Engagement Plan will feature descriptions of all outreach activities, a schedule of events, process and timing for releasing collateral and project information materials, and roles for implementation. It will consider how to collaborate with regional stakeholders, including Sonoma County, SMART, and ABAG, on the area's broader connectivity and development potential and have a particular focus on business outreach as the area is over 50 percent commercial and mobile home park resident and owner outreach with flooding and climate change threatening the safety of these communities in the Plan Area.

Engagement strategies may include but are not limited to:

- The formation of an Advisory Committee made up of approximately 20 community members – with approximately 50 percent of the members being existing residents within the Plan Area and the remaining members bringing relevant expertise to the Plan Area
- Stakeholder interviews with business and property owners, relevant agencies including SMART, the United States Postal Service, and Sonoma County, local and regional community groups, City staff and decision-makers
- Small-group facilitated discussions
- Attendance at group meetings, such as neighborhood, business owner, or chamber of commerce meetings
- Large-group presentations with discussions and group exercises
- Open Houses
- Email or physical newsletters and notices
- Real-time polling at larger events (online or in-person)
- Social media engagement



- Online text or geographically-based survey
- Intercept surveys
- Small pop-up booths at community events or busy transit hubs
- Larger pop-up events demonstrating potential streetscape designs as well as gathering feedback on plan themes

Outreach will build off the City's comprehensive program of engagement, including a weekly newsletter, email lists, and active social media outreach. Spanish language meeting materials and presentations may be required for specific events or engagement activities to be determined.

#### 1.6 Existing Conditions Report

A comprehensive existing conditions report and opportunities map book will be developed from the data and information gathered in Tasks 1.2 - 1.4. As described above, extensive analyses, particularly related to market demand, land use, and utilities, have been prepared as part of the ongoing General Plan Update. These can serve as a starting point, with the consultant providing updated and more detailed information appropriate to the Specific Plan.

The consultant will evaluate the existing physical and regulatory conditions in the project study area. Information to be included: existing land use; physical conditions; regulatory boundaries, including City and county land; ownership of major parcels; environmental conditions, including areas of known flood risk; environmental justice considerations; urban form; pending and approved development projects; planned public and private improvement projects; circulation network; transit use; historic resources (if any); and development constraints. Based on the analysis of existing conditions, opportunities in the plan area shall be identified, along with potential constraints.

The market analysis will assess the future potential for housing of various types, at all levels of affordability. It will consider the likelihood and benefits of Transit Oriented Community (TOC, as defined by the Association of Bay Area Governments) development in the Plan area. We anticipate that the existing conditions material will be developed as a detailed PowerPoint presentation in order to streamline the production and presentation of the material. The report will include narrative, synthesis mapping, photo documentation, illustrative examples from comparable station areas, street sections, and sketches as appropriate. Report content will include at a minimum:

- Introduction and Executive Summary
- Plan Area, City, and Regional History
- Regulatory and Planning Context
- Neighborhood and City-wide Demographics
- Market Analysis
- Community Character and Sense of Place
- Development and Public Realm Standards
- Community, Equity, and Environmental Justice
- Transportation
- Infrastructure



- Natural Systems
- Urban Growth Boundary
- City of Petaluma and County of Sonoma Needs and Opportunities for Partnership
- CEQA Considerations

#### 1.7 Decision Maker Introduction and Review of Existing Conditions and Community Engagement Plan

Task 1 will conclude with presentations to the Planning Commission and the City Council to introduce the consultant team and approach and review the Existing Conditions Report and Community Engagement Plan.

Anticipated Task 1 Deliverables:

- Community Benefits Framework Memo
- Community Engagement Plan
- Existing Conditions Report

#### *Task 2 – Visioning*

Task 2 represents the second phase of the planning process and will establish a roadmap for the Specific Plan.

##### 2.1 Visioning Charrette

In a dynamic and interactive session, or series of sessions, the consultant team and City Staff will develop a vision for the Specific Plan Area that implements the key elements of [MTC's TOC Policy](#): minimum residential and office densities; affordable housing production; parking management; and station access and circulation. Within the framework of these elements, charrette participants will discuss the following to create a preliminary vision outline for the project:

- Economic opportunities (job creation incentives, commercial retail needs, and incentives)
- Development strategies (including capacity)
- Land use modeling (retail services, jobs, housing, transit)
- Scenario development (for urban density and mixed-use neighborhoods)
- Parking policy
- Multi-modal transportation opportunities (improved pedestrian and bicycle connections)
- Streetscape and open spaces
- Ecology
- Mobile Home Parks (protecting residents from climate risks)
- Combined infrastructure and public realm opportunities (active new community gathering places and community identity)
- Community benefits framework
- Planning policy levers
- Design Standards
- Urban Growth Boundary



## 2.2 Community Visioning

The approach to community engagement activities will be refined as part of the Community Engagement Plan. The City expects the consultant team to use a multi-pronged approach to engage community members on their ideas and desires for the Plan's vision. Engagement strategies for this task may include an online public survey and a Community Visioning Meeting, and should include specific outreach to under-represented communities.

## 2.3 Draft Plan Area Vision, With Plan Area Districts

The consultant will summarize and illustrate a preliminary vision for the plan area resulting from community, stakeholder, and decision-maker input, technical analysis, best practices, and staff input. The vision document will include districts within the plan area. Identifying districts within the Plan Area will inform the development of objective design and public realm standards for the project. The districts and related standards will be further developed in the next Phase.

## 2.4 Presentation of Draft Plan Vision and Community Outreach Summary

Concluding Task 2, the consultant team will present a draft Plan Vision and Community Outreach Summary to the Planning Commission and City Council.

Anticipated Task 2 Deliverables:

- Community Outreach Summary
- Illustrative Site Plan with Identified Plan Area Districts
- Draft Plan Vision

## *Task 3 – Plan Framework*

This phase emphasizes ideation and establishing the foundation for the Specific Plan. The team will leverage the knowledge of staff and consultants the community input to date, to develop draft plan policies and land uses.

- Refinement of Plan Area Districts
- Plan Area District Community Meetings
- Plan Framework
- Plan Framework Community Meetings
- Presentation of Plan Framework
- Environmental Impact Report (EIR) Notice of Preparation (NOP) and Scoping

### 3.1 Refinement of Plan Area Districts, Objective Standards, and Public Realm Standards

The consultant team will work with City staff to refine the details of each District in order to clarify opportunities and challenges. The consultant team will use GIS, market studies, and land use illustrative plans to project the land uses and capacity for future development in the Plan Area. The consultant will also research existing design standards in the Plan Area and explore how they can be enhanced to delineate Districts and dovetail with State law on objective standards.





This work will inform illustrative site plans and a vision outline for each District. These site plans will consider development feasibility analysis and consider density and land use viable under current and expected market conditions, particularly for residential, retail, and commercial/R&D uses.

#### Phase 3.2 Plan Area District Community Meetings

The consultant team will host community meetings for the Plan's Districts. The specific form of these meetings will be developed in the Community Engagement Plan but could include in-person or virtual meetings or a hybrid approach.

#### 3.3 Plan Framework and Land Use Alternatives

The consultant team will work with City staff to refine the details of the plan vision in order to clarify opportunities and challenges and create a plan framework and land use alternatives. The consultant team will use GIS, market studies, and to project the land use alternatives and capacity for future development in the Plan Area.

Alternatives must include consideration of an expansion of the Urban Growth Boundary and annexation of lands by the City of Petaluma, as well as other related scenarios, such as providing utility services adequate to allow significant development in keeping with the MTC TOC policy on the County of Sonoma lands in the plan area.

This work will inform illustrative site plans for each alternative and a vision outline for the entire plan area. These site plans will respond to the development feasibility analysis and will reflect land use and development intensity options under current and expected market conditions, particularly for residential, retail, and commercial/R&D uses.

Building off current City efforts, including the General Plan, Climate Action and Adaptation Plan, Housing Element, Active Transportation Plan, Parking Ordinance Updates, Tree Ordinance Updates, Visitability, Vision Zero, and Local Roadways Safety Plan, as well as aligning with regional MTC goals and TOC Policy, the consultant team will work with City staff to identify supportive policy tools and incentives, such as:

- Appropriate land use and zoning designations
- Investments to enhance connectivity and mobility
- Opportunities for site assembly
- Infrastructure financing, including infrastructure financing tools such as EIFDs and BIDs
- Establishing minimum standards for density, parking, and circulation

This task will include refining the vision for areas where public realm improvements can be made and the potential for urban design in those areas. The consultant team will evaluate current and future parking needs and objectives with respect to min/max ratios and incentives, as well as a parking policy framework and circulation that relates to the illustrative site plans for the Districts and overall broader regional connectivity. The Plan Framework will include the following topics, at a minimum:



- Introduction and Executive Summary
- Objective Development Standards
- Public Realm Standards
- Land Use Alternatives
- Community, Equity, and Environmental Justice
- Transportation
- Infrastructure
- Local and Regional Partnerships
- Natural Systems
- Climate Adaptation
- Mobile Home Parks

#### [Phase 3.4 Plan Framework Community Meetings](#)

The consultant team will host community meetings to refine the plan's vision and inform the emerging Plan Framework, identifying the community's preferred land use alternative. The specific form of these meetings will be developed in the Community Engagement Plan, and may include in-person, virtual, or hybrid approaches.

#### [3.5 Presentation of Plan Framework and Land Use Alternatives](#)

In a presentation to the Planning Commission and City Council, the consultant team will introduce the draft plan framework, policies, and land use alternatives. The consultant team will summarize community input and recommendations on land use alternatives. Following these meetings, a preferred land use alternative will be identified, and the consultant team will assign members to specific topics to further develop ideas and prepare a technical analysis to support proposed amendment changes.

#### [3.6 Environmental Impact Report \(EIR\) Notice of Preparation \(NOP\) and Scoping](#)

The consultant team will prepare a draft Notice of Preparation (NOP) for review by the City. The NOP will meet the content requirements of CEQA Guidelines Section 15082, and a NOP scoping public meeting will be required pursuant to the City's Environmental Review guidelines (1994).

After receiving the City's comments and conducting the required scoping public meeting, the consultant will provide an NOP suitable for public release and submittal to the State Clearinghouse. The consultant will also prepare the State Clearinghouse Notice of Completion (NOC) submittal form.

#### Anticipated Task 3 Deliverables

- Land Use Alternatives Illustrative Site Plans
- Vision Outline for Each District
- Draft Plan Policy Framework
- Community Outreach Summary
- Notice of Preparation (NOP)



### *Task 4 – The Plan*

The consultant team’s approach will be to write a plan in which the concepts and content are straightforward, clear, and accessible and comprehensible by developers and community members. The plan will rely on graphics to explain, identify, and attract developers, making the plan as focused and concise as possible.

- Administrative Draft
- Public Draft
- Presentation of Public Draft to Planning Commission and City Council
- Final Plan

#### 4.1 Administrative Draft

The consultant team will develop a comprehensive administrative draft plan. This draft will be informed by community, stakeholder, and consultant team input and expertise and include at minimum the following sections:

**Introduction and Executive Summary.** This section will be written in plain language and include:

- Intended outcomes of the Plan
- A summary of the Plan Area history
- An overview of the planning process
- A graphical explanation of plan structure
- A summary of implementation actions and associated timelines

**Specific Plan Policies.** The consultant team will identify policies and incentives that could support new desirable development and retain existing uses as appropriate.

**Development Standards.** This section will include objectively verifiable standards applicable to proposed development projects in the Plan area. Standards will be quantitative and presented concisely in text, tables, and diagrams. Application of the standards to districts and specified permitted uses will be diagrammed, and the content will include factors such as required share of affordable housing, minimum or maximum parking, minimum building and site design requirements, and Planning entitlements or permit requirements.

**Public Realm Standards.** This section will include objectively verifiable standards applicable to improvements to existing public rights-of-way and to the design of new public rights-of-way and public spaces. Public realm standards must include right of way design standards, a circulation network diagram to which the right of way design standards apply, public space design standards, and a public space network diagram to which these standards apply.

**Community and Equity.** This section will build off the Environmental Justice Element of the General Plan. Recognizing that the community in the plan area includes Disadvantaged Communities as identified in the General Plan, notably senior mobile home park residents, include policies to integrate equity and inclusion into the development projects and public works



associated with the Plan This will include, at a minimum, affirmatively furthering fair housing, ensuring equal access to people of all physical and mental abilities, addressing climate impacts on vulnerable populations, and equity metrics for development projects and public works.

**Capital Improvements.** This section will include descriptions and locations of projects that will be carried out by the local jurisdiction or special districts responsible for public works in the Plan area, including improvements to the public right-of-way, public facilities, infrastructure, publicly accessible open space, and the preparation of publicly-owned land for redevelopment.

**Implementation.** This section will include a defined set of actions and investments with associated dates, responsible parties, and cost estimates. At a minimum, the implementation plan will address the design and construction of capital improvements, policy updates not adopted concurrently with the Plan, and a transparent process for ongoing tracking and reporting.

The plan will be beautifully designed and placed into a layout with rich illustrations and concise, compelling text. The Administrative Draft Plan will be presented in MS Word format with a PDF of the draft layout template, including illustrative images. The team will respond to two rounds of consolidated edits from the City.

#### [4.2 Public Draft and Community Engagement on Public Draft](#)

The consultant team will review staff comments and prepare a Public Draft Plan Update. The Public Draft Plan Update will be presented in full layout with graphics and text placed together in a PDF format. The Community Engagement Plan will identify the best method to engage the community at this step of the process.

#### [4.3 Presentation of Public Draft to Planning Commission and City Council](#)

One hearing of the Public Draft at a City Council Work Session is assumed before finalizing the plan. It will be preceded by at least one meeting with the Planning Commission for the Commission to consider providing a recommendation for adoption to City Council.

#### [4.4 Final Plan](#)

The consultant team will review public comments and prepare a final version of the plan. The Final Plan will be in PDF Format and presented to City Council along with the final EIR for adoption in Task 5.4.

Anticipated Task 4 Deliverables:

- Administrative Draft Plan
- Public Draft Plan
- Final Plan

#### *Task 5 – Environmental Impact Report (EIR) and Final Plan Adoption*

This task covers the preparation and certification of an EIR for the plan along with the Final Plan Adoption. The EIR will be prepared alongside the development of the Specific Plan where possible.

- Draft EIR preparation





- Presentation of Draft EIR to Planning Commission (recommendation to City Council)
- Presentation of Draft EIR to City Council (direction to staff to prepare Final EIR)
- Final EIR preparation
- Presentation of Final EIR to Planning Commission (recommendation to City Council)
- Presentation of Final EIR to City Council (decision to certify EIR)

#### 5.1 Draft EIR

The consultant Team will prepare an Administrative Draft EIR before the Draft EIR to allow the City to review the document in detail. This will include Screencheck and Public Draft versions and a Notice of Availability (electronic Word and PDF files).

#### 5.2 Presentation of Draft EIR to City Council

The consultant team will present to the Planning Commission and City Council to review the development of the Draft EIR and its determinations. These presentations at publicly noticed meetings will give the Planning Commission, the Council, and the public opportunities to provide comments and ask clarifying questions about the Draft EIR. The consultant team will prepare for these public meetings in partnership with the City.

#### 5.3 Final EIR

In response to the comments gathered at the City Council meeting, the consultant team will respond to them and prepare the final EIR.

#### 5.4 Hearing for Final Plan and EIR

The Consultant team will present to the Planning Commission and City Council at public hearings for certification of the EIR and adoption of the Final Plan.

#### Anticipated Task 5 Deliverables:

- Screencheck EIR
- Public Draft EIR
- Final EIR + Findings + Statement of Overriding Consideration (if applicable) + MMRP
- CEQA Notices

#### *Task 6 – Project Management*

This task covers project coordination and management activities of the consultant team and will be ongoing throughout the entirety of the project

#### 6.1 Consultant Project Management

Project coordination and management activities may include meetings (estimated every week), emails, and phone calls, as well as project administration to review materials and keep the project on schedule and budget. The City anticipates the consultant team to work collaboratively with them throughout the planning process to ensure project success.



## Project Funding

The City of Petaluma was awarded \$1,150,000 for the Petaluma North SMART Station PDA Specific Plan as part of MTC's 2022-23 Climate Program and Growth Framework Grant. This funding will cover both consultant and City staff time. The consultant budget will be up to \$950,000. The City may also apply for additional grant funding to assist with the costs of the projects, specifically TOC compliance.

## MTC Grant Requirements

The Specific Plan will be prepared in accordance with MTC's PDA program, details for which are provided on the Priority Development Area website at <https://mtc.ca.gov/planning/land-use/priority-development-areas-pdas>.

For lands within the ½-mile TOC radius around the station, policy guidance applies and is provided at <https://mtc.ca.gov/planning/land-use/transit-oriented-communities-toc-policy>. Specific policies direct for minimum aggregate residential and office densities of parcels within the TOC boundary and must be enacted by the Specific Plan. MTC guidance for implementing TOC policies, including methodologies for calculating minimum aggregate densities, are provided in a September 2024 MTC guidance document available at [https://mtc.ca.gov/sites/default/files/documents/2024-10/MTC\\_TOC\\_Policy\\_FINAL\\_Administrative\\_Guidance.pdf](https://mtc.ca.gov/sites/default/files/documents/2024-10/MTC_TOC_Policy_FINAL_Administrative_Guidance.pdf).

## Desired Qualifications

The ideal firm or project team for this proposal will include the following skillsets and competencies:

### Plan Preparation

The consultant should possess deep experience and refined best practices for preparing specific plans similar to Petaluma North SMART Station Specific Plan.

### Sustained and Transparent Community Outreach

The consultant should demonstrate success with outreach and engagement strategies that can demonstrate how community input was gathered and utilized throughout the planning process and incorporated into the final planning document.

### Environmental Analysis

The consultant should point to prepared environmental analyses similar in scope and environmental issues to those presented by the Petaluma North SMART Station Specific Plan.



## Transportation Network Analysis

The consultant should demonstrate experience in analyzing transportation scenarios and be able to describe the impacts of scenarios to a public audience.

## Multimodal Planning

The consultant should be able to discuss balancing transportation modes in an environmentally and economically sustainable manner and subsequently develop policies to implement multimodal transportation.

## Financial and Market Conditions Analysis

The consultant should be adept at defining a jurisdiction's place in the financial and real estate markets and predicting how market conditions can change during the planning period. The Consultant should also be able to communicate this analysis thoughtfully to a public audience.

## Communication and Presentation Skills

The consultant should demonstrate the ability to communicate with diverse audiences through various media.

## Innovation

The consultant should demonstrate that they are on the cutting edge of the planning field and can bring unique planning practices to the Petaluma North SMART Station Specific Plan.

## Ethical Standards

The consultant should demonstrate an established record of ethical conduct through references to completed work and an explanation of any ongoing legal issues.

# Submittal Information

## Minimum Eligibility Requirements

Eligible consultants or consultant teams must have recent experience preparing Specific Plans, Precise Plans, and/or Area Plans with supporting environmental documentation (overseeing sub-consultant work as necessary). Teams must also have experience with public outreach, including in-person and online engagement, transportation, and economic analysis. Experience preparing such materials for California jurisdictions is also required.

## DBE Goal

This project has a Disadvantaged Business Enterprise Goal of 20 percent. (See Appendix C-1)



## Submittal Requirements

For a proposal to be complete, it must contain:

### Cover Letter

Include a cover letter stating project interest, introducing the project team, and including:

- A description of why you want to do this project
- A brief statement of your firm's qualifications
- Identification of the project manager and primary point of contact

### Team Introduction and Project Understanding

Give an introduction to the designated project team, including subconsultants as appropriate. The introduction should include an organizational chart.

Include a narrative description of your firm's analysis of the planning issues at hand, as well as a brief overview of potential solutions.

### Proposed Scope of Work

Provide a Scope of Work based on the details in this RFP, including the tasks and deliverables outlined above. The consultant should consider, but not be limited by, the scope provided in that section.

The City expects the consultant will provide a scope of work that takes all necessary elements and plans into account while incorporating the consultant's best practices and recommendations. Please include a description of the format, content, and level of detail that can be expected for each deliverable. All deliverables will be submitted in electronic format to the City, except for large-format prints and meeting handouts. The consultant will provide the City with all native files, including linked files and map data, upon the conclusion of each task.

The consultant shall provide staff reports or documentation for all meetings with City decision makers, Stakeholder group meetings, and any other public or community meetings proposed as part of the scope of work.

The Consultant shall identify assumptions for City staff contributions and review times in the scope of work.

### Proposed Schedule

Include a graphic or table project schedule that clearly identifies the complete project schedule.

### Proposed Budget

Based on the tasks described in this Scope of Work, provide a project budget that breaks down expected costs for each task. Individual task budgets shall include a breakdown of hours, billing





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rates, and expenses by subtask and identify project task deliverables for each consultant, including any subconsultants. To provide a full explanation of the resources committed to the project. The budget should identify or refer to key personnel or job classifications in relation to each subtask, as shown in Appendix A – Cost and Budget Form. Appendix A is available in electronic spreadsheet format at the [following link](#).

## Qualifications

Include a brief discussion of the qualifications and experience of the team and Project Manager that would be assigned to this project. Provide additional information regarding the qualifications and experience of all others that will be assigned to work on the project team. Please submit resumes of only those individuals that will actually be assigned to work on the project. Indicate how your firm's resources will work together to complete this project. An organizational chart is recommended.

The Qualifications should also include past performance on similar projects and the Project Manager's experience. Two to four sample products, included as links to PDFs hosted online, are desired. For the sample products, include:

- Date of Completion
- Contract Value
- A concise description, if applicable, of how the project has been implemented since completion

## References

Include names, email addresses and phone numbers for three to four references where you prepared similar products.

## Comments on Contract and Requested Changes

The City's standard Professional Services Agreement is included as Appendix B to this Request for Proposals. The proposing firm shall identify any objections to and/or request changes to the standard contract language in this section.

## Insurance Coverage

The City's insurance requirements are shown in Appendix B-1.

## Living Wage

The City's living wage requirements are shown in Appendix B-2.



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## Additional Information

Please provide a list of contracts/agreements terminated for convenience or default within the past three years, if any. List any litigation that now affects or may affect in the future the firm's ability to perform.

## Submittal Deadline and Instructions

The submittal should be prepared in 8.5"x11" format using a minimum 11-point font size. Submittals should be sent electronically under the subject line "**Petaluma North SMART Station PDA Specific Plan Proposal**" to:

[NorthStationSP@cityofpetaluma.org](mailto:NorthStationSP@cityofpetaluma.org)

Proposals are due on Wednesday, April 30, no later than 5:00 PM.

## Consultant Selection Process

### Pre-Submittal Meeting

The City is hosting an optional pre-submittal conference on Tuesday, April 8, 2025, at 10:00 AM, local time. The meeting information is as follows:

Join Zoom Meeting

<https://cityofpetaluma-org.zoom.us/j/81392651748?pwd=iabedroxu530koOjwHeEBtCiC6k8uc.1>

Meeting ID: 813 9265 1748

Passcode: 376764

Dial by your location: +1 669 444 9171 US (San Jose)

### Pre-Submittal Questions

Questions related to the RFP should be emailed to [NorthStationSP@cityofpetaluma.org](mailto:NorthStationSP@cityofpetaluma.org) no later than Friday, April 11, 2025, 5:00 PM. All RFP questions will have their responses posted to the Planning Department website by Friday, April 18, 2025, 5:00 PM.

### Short List Selection Process

The City expects to respond to proposing firms by Friday, May 23, 2025. A review committee will rank all proposals based on Selection Criteria and invite a short list of consultants for an interview.



## Evaluation Process

All proposals will be evaluated by the City of Petaluma Evaluation Committee (the Committee). The Committee will conduct an initial review of the proposals for general responsiveness and inclusion of the items requested in the Submittal Requirements section of this RFP. Proposers failing to satisfy the federal Disadvantaged Business Enterprise (DBE) requirements (inclusive of the Good Faith Efforts documented in Appendix C-2), or the Disclosure of Lobbying Activities Form (Appendix C-4) will not be considered responsive. Also, any proposal that does not include enough information to permit the Committee to rate a proposal in any one of the evaluation factors listed below will be considered non-responsive and will not be evaluated. The City of Petaluma reserves the right to request additional information from responsive Proposers prior to evaluation.

Responsive proposals will be evaluated by the Committee. The evaluation of the proposals shall be within the sole judgment and discretion of the Committee. All contacts during the evaluation phase shall via email only to [NorthStationSP@cityofpetaluma.org](mailto:NorthStationSP@cityofpetaluma.org). Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by a Proposer to contact members of the Committee may jeopardize the integrity of the evaluation and selection process and risk possible disqualification of the Proposer.

The selection process will include consultant team interviews, which will be held between June 2 and June 6, 2025. The consultant will be notified of the time and place of oral interviews and of any additional information that may be required to be submitted.

### Evaluation Criteria

Proposals will be evaluated according to each Evaluation Criteria and scored on a zero-to-five-point rating scale. The scores for all the Evaluation Criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total.

		Rating Scale
0	Not Acceptable	Non-responsive, fails to meet RFP specifications. The approach has no probability of success. For mandatory requirement this score will result in disqualification of proposal.



1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving project objectives per RFP.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by Evaluation Committee members.
4	Above Average/Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations.
5	Excellent/Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFP specification.

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

1. Information requested in the Submittal Requirements section of this RFP
2. Appendix C-1 – DBE Commitment
3. Appendix C-2 – Good Faith Efforts
4. Appendix C-4 – Disclosure of Lobbying Activities

Responsive proposals shall be evaluated on the basis of the following evaluation factors, with their relative importance indicated by percentages. The top three pre-interview proposals will be interviewed and the final score determined with the interview.

Criteria	Weight pre-Interview	Weight with Interview
Completeness of Response	Pass/Fail	Pass/Fail
Staffing Qualifications and Capacity	25%	20%
Relevant Experience	25%	20%
Project Methodology	30%	25%
References	10%	10%
Cost Proposal relative to Services Proposed	10%	10%
Interview Responses	N/A	15%
TOTAL	100%	100%



### ***Disadvantaged Business Enterprise (DBE) Requirement***

The California Department of Transportation (Caltrans) requires recipients of DOT grant funds through Caltrans to impose the following DBE utilization requirements on its consultants and contractors or require sufficient documentation to demonstrate a good faith effort toward achieving them. Consultant’s DBE participation on this Agreement will assist Caltrans in meeting its federally mandated statewide overall DBE goal. See Appendix C, Federal Requirements.

### **General Schedule**

<b>Project Milestone</b>	<b>Estimated Date</b>
RFP Publication	March 27, 2025
Pre-Submittal Meeting	April 8, 2025, 10:00 AM
Proposal Due Date	April 30, 2025, 5:00 PM
City Response to Proposing Firms	May 23, 2025
Finalist Interviews	June 2 – June 6, 2025
Contract Finalization	June 25, 2025
City Council Approval	July 2025
Project Initiation	August 2025

### **Additional Information**

1. Sample Contract: A sample Professional Services Agreement is attached as Appendix B. Respondents interested in responding to this RFP should be prepared to enter into the agreement under the standard terms and should be able to provide the required insurance. If the City is unable to negotiate a satisfactory agreement with the top-ranked consultant, with terms and conditions the City determines, in its sole judgment, to be fair and reasonable, the City may then commence negotiations with the next most qualified Respondent in sequence until an agreement is reached or determination is made to reject all submittals. If there are proposed changes, please submit them with your Proposal.
2. This RFP does not commit the City to award a contract, to pay any costs incurred in the preparation of a proposal for this RFP, or to procure or contract for any services. The City reserves the right to waive any irregularities or informalities contained with the RFP, and/or reject any or all proposals received for this request; negotiate with any qualified source or to cancel the RFP in part or whole.
3. The City and Consultant may agree to add additional work to the Project work scope by a later agreement. The City will not be held responsible for work performed in excess of the scope or budget without prior agreement. The City may elect to stop work at any time in the contract and will pay for work completed to that point on a time and material basis.





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The City reserves the right to request additional information on any response beyond that required by this RFP, modify the selection process, and request substitution of sub-consultants.



**Project Budget**

Task 1 Existing Conditions		Total Cost
1.1	Kick-Off Meeting and Tour	\$ -
1.2	Market Analysis - Residential and Commercial Market Trends	\$ -
1.3	Public Infrastructure Assessment - Transportation and Utilities	\$ -
1.4	Community Benefits Framework	\$ -
1.5	Community Engagement Plan	\$ -
1.6	Existing Conditions Report	\$ -
1.7	Decision Maker Introduction and Review of Existing Conditions and Community Engagement Plan	\$ -
<b>Subtotal, Task 1</b>		<b>\$ -</b>

Task 2 Visioning		Total Cost
2.1	Visioning Charrette	\$ -
2.2	Community Visioning	\$ -
2.3	Draft Plan Area Vision, With Plan Area Districts	\$ -
2.4	Presentation of Draft Plan Vision and Community Outreach Summary	\$ -
<b>Subtotal, Task 2</b>		<b>\$ -</b>

Task 3 Plan Framework		Total Cost
3.1	Refinement of Plan Area Districts, Objective Standards, and Public Realm Standards	\$ -
3.2	Plan Area District Community Meetings	\$ -
3.3	Plan Framework and Land Use Alternatives	\$ -
3.4	Plan Framework Community Meetings	\$ -
3.5	Presentation of Plan Framework and Land Use Alternatives	\$ -
3.6	Environmental Impact Report (EIR) Notice of Preparation (NOP) and Scoping	\$ -
<b>Subtotal, Task 3</b>		<b>\$ -</b>

Task 4 The Plan		Total Cost
4.1	Administrative Draft	\$ -
4.2	Public Draft and Community Engagement on Public Draft	\$ -
4.3	Presentation of Public Draft to Planning Commission and City Council	\$ -
4.4	Final Plan	\$ -
<b>Subtotal, Task 4</b>		<b>\$ -</b>

Task 5 Environmental Impact Report (EIR) and Final Plan Adoption		Total Cost
5.1	Draft EIR	\$ -
5.2	Presentation of Draft EIR to City Council	\$ -
5.3	Final EIR	\$ -
5.4	Hearing for Final Plan and EIR	\$ -
<b>Subtotal, Task 5</b>		<b>\$ -</b>

Task 6 Project Management		Total Cost
6.1	Consultant Project Management	\$ -
<b>Subtotal, Task 6</b>		<b>\$ -</b>

		<b>\$ -</b>
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Prime Consultant Detail							
	Name:						
	Position:						
	Hourly Rate:						
Prime Consultant Total	Hours						
\$ -	0						
\$ -	0						
\$ -	0						
\$ -	0						
\$ -	0						
\$ -	0						
\$ -	0						
\$ -	0						
<b>\$ -</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Prime Consultant Total	Hours						
\$ -	0						
\$ -	0						
\$ -	0						
\$ -	0						
<b>\$ -</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Prime Consultant Total	Hours						
\$ -	0						
\$ -	0						
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\$ -	0						
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Prime Consultant Total	Hours						
\$ -	0						
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\$ -	0						
\$ -	0						
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Prime Consultant Total	Hours						
\$ -	0						
\$ -	0						
\$ -	0						
\$ -	0						
<b>\$ -</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Prime Consultant Total	Hours						
\$ -	0						
<b>\$ -</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Subconsultant Summary				
	Name of Subconsultant	Name of Subconsultant	Name of Subconsultant	Name of Subconsultant
Subconsultant Total				
\$ -				
\$ -				
\$ -				
\$ -				
\$ -				
\$ -				
\$ -				
\$ -				
<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Subconsultant Total				
\$ -				
\$ -				
\$ -				
\$ -				
<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Subconsultant Total				
\$ -				
\$ -				
\$ -				
\$ -				
\$ -				
\$ -				
<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Subconsultant Total				
\$ -				
\$ -				
\$ -				
\$ -				
<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Subconsultant Total				
\$ -				
\$ -				
\$ -				
\$ -				
<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Subconsultant Total				
\$ -				
<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**Project Budget  
Subconsultant Detail**

Task 1 Existing Conditions	Total Cost	Subconsultant Total
1.1 Kick-Off Meeting and Tour	\$ -	\$ -
1.2 Market Analysis - Residential and Commercial Market Trends	\$ -	\$ -
1.3 Public Infrastructure Assessment - Transportation and Utilities	\$ -	\$ -
1.4 Community Benefits Framework	\$ -	\$ -
1.5 Community Engagement Plan	\$ -	\$ -
1.6 Existing Conditions Report	\$ -	\$ -
1.7 Decision Maker Introduction and Review of Existing Conditions and Community Engagement Plan	\$ -	\$ -
<b>Subtotal, Task 1</b>	<b>\$ -</b>	<b>\$ -</b>

Prime Consultant Summary
Prime Consultant Total
\$ -

Subconsultant Summary:			Subconsultant 1 Name		
Subconsultant 1 Total	Hours		Name:		
			Position:		
			Hourly Rate:		
\$ -	0				
\$ -	0				
\$ -	0				
\$ -	0				
\$ -	0				
\$ -	0				
\$ -	0				
\$ -	0				
<b>\$ -</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Task 2 Visioning	Total Cost	Subconsultant Total
2.1 Visioning Charrette	\$ -	\$ -
2.2 Community Visioning	\$ -	\$ -
2.3 Draft Plan Area Vision, With Plan Area Districts	\$ -	\$ -
2.4 Presentation of Draft Plan Vision and Community Outreach Summary	\$ -	\$ -
<b>Subtotal, Task 2</b>	<b>\$ -</b>	<b>\$ -</b>

Prime Consultant Total
\$ -

Subconsultant 1 Total	Hours				
\$ -	0				
\$ -	0				
\$ -	0				
\$ -	0				
\$ -	0				
<b>\$ -</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Task 3 Plan Framework	Total Cost	Subconsultant Total
3.1 Refinement of Plan Area Districts, Objective Standards, and Public Realm Standards	\$ -	\$ -
3.2 Plan Area District Community Meetings	\$ -	\$ -
3.3 Plan Framework and Land Use Alternatives	\$ -	\$ -
3.4 Plan Framework Community Meetings	\$ -	\$ -
3.5 Presentation of Plan Framework and Land Use Alternatives	\$ -	\$ -
3.6 Environmental Impact Report (EIR) Notice of Preparation (NOP) and Scoping	\$ -	\$ -
<b>Subtotal, Task 3</b>	<b>\$ -</b>	<b>\$ -</b>

Prime Consultant Total
\$ -

Subconsultant 1 Total	Hours				
\$ -	0				
\$ -	0				
\$ -	0				
\$ -	0				
\$ -	0				
\$ -	0				
<b>\$ -</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Task 4 The Plan	Total Cost	Subconsultant Total
4.1 Administrative Draft	\$ -	\$ -
4.2 Public Draft and Community Engagement on Public Draft	\$ -	\$ -
4.3 Presentation of Public Draft to Planning Commission and City Council	\$ -	\$ -
4.4 Final Plan	\$ -	\$ -
<b>Subtotal, Task 4</b>	<b>\$ -</b>	<b>\$ -</b>

Prime Consultant Total
\$ -

Subconsultant 1 Total	Hours				
\$ -	0				
\$ -	0				
\$ -	0				
\$ -	0				
<b>\$ -</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Task 5 Environmental Impact Report (EIR) and Final Plan Adoption	Total Cost	Subconsultant Total
5.1 Draft EIR	\$ -	\$ -
5.2 Presentation of Draft EIR to City Council	\$ -	\$ -
5.3 Final EIR	\$ -	\$ -
5.4 Hearing for Final Plan and EIR	\$ -	\$ -
<b>Subtotal, Task 5</b>	<b>\$ -</b>	<b>\$ -</b>

Prime Consultant Total
\$ -

Subconsultant 1 Total	Hours				
\$ -	0				
\$ -	0				
\$ -	0				
\$ -	0				
<b>\$ -</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Task 6 Project Management	Total Cost	Subconsultant Total
6.1 Consultant Project Management	\$ -	\$ -
<b>Subtotal, Task 6</b>	<b>\$ -</b>	<b>\$ -</b>

Prime Consultant Total
\$ -

Subconsultant 1 Total	Hours				
\$ -	0				
<b>\$ -</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

	\$ -	\$ -
--	------	------

Subconsultant Summary:			Subconsultant 2 Name		
	Name:				
	Position:				
	Hourly Rate:				
<b>Subconsultant 2 Total</b>	<b>Hours</b>				
\$ -	0				
\$ -	0				
\$ -	0				
\$ -	0				
\$ -	0				
\$ -	0				
\$ -	0				
<b>\$ -</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Subconsultant Summary:			Subconsultant 3 Name		
	Name:				
	Position:				
	Hourly Rate:				
<b>Subconsultant 3 Total</b>	<b>Hours</b>				
\$ -	0				
\$ -	0				
\$ -	0				
\$ -	0				
\$ -	0				
\$ -	0				
\$ -	0				
<b>\$ -</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

<b>Subconsultant 2 Total</b>	<b>Hours</b>				
\$ -	0				
\$ -	0				
\$ -	0				
\$ -	0				
<b>\$ -</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

<b>Subconsultant 3 Total</b>	<b>Hours</b>				
\$ -	0				
\$ -	0				
\$ -	0				
\$ -	0				
<b>\$ -</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

<b>Subconsultant 2 Total</b>	<b>Hours</b>				
\$ -	0				
\$ -	0				
\$ -	0				
\$ -	0				
\$ -	0				
<b>\$ -</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

<b>Subconsultant 3 Total</b>	<b>Hours</b>				
\$ -	0				
\$ -	0				
\$ -	0				
\$ -	0				
\$ -	0				
<b>\$ -</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

<b>Subconsultant 2 Total</b>	<b>Hours</b>				
\$ -	0				
\$ -	0				
\$ -	0				
\$ -	0				
<b>\$ -</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

<b>Subconsultant 3 Total</b>	<b>Hours</b>				
\$ -	0				
\$ -	0				
\$ -	0				
\$ -	0				
<b>\$ -</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

<b>Subconsultant 2 Total</b>	<b>Hours</b>				
\$ -	0				
\$ -	0				
\$ -	0				
\$ -	0				
<b>\$ -</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

<b>Subconsultant 3 Total</b>	<b>Hours</b>				
\$ -	0				
\$ -	0				
\$ -	0				
\$ -	0				
<b>\$ -</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

<b>Subconsultant 2 Total</b>	<b>Hours</b>				
\$ -	0				
<b>\$ -</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

<b>Subconsultant 3 Total</b>	<b>Hours</b>				
\$ -	0				
<b>\$ -</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Subconsultant Summary:			Subconsultant 4 Name		
	Name:				
	Position:				
	Hourly Rate:				
<b>Subconsultant 4 Total</b>	<b>Hours</b>				
\$ -	0				
\$ -	0				
\$ -	0				
\$ -	0				
\$ -	0				
\$ -	0				
\$ -	0				
<b>\$ -</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

<b>Subconsultant 4 Total</b>	<b>Hours</b>				
\$ -	0				
\$ -	0				
\$ -	0				
\$ -	0				
<b>\$ -</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

<b>Subconsultant 4 Total</b>	<b>Hours</b>				
\$ -	0				
\$ -	0				
\$ -	0				
\$ -	0				
\$ -	0				
\$ -	0				
<b>\$ -</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

<b>Subconsultant 4 Total</b>	<b>Hours</b>				
\$ -	0				
\$ -	0				
\$ -	0				
\$ -	0				
<b>\$ -</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

<b>Subconsultant 4 Total</b>	<b>Hours</b>				
\$ -	0				
\$ -	0				
\$ -	0				
\$ -	0				
<b>\$ -</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

<b>Subconsultant 4 Total</b>	<b>Hours</b>				
\$ -	0				
<b>\$ -</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

PROFESSIONAL SERVICES AGREEMENT

FY \_\_\_\_\_ Fund # \_\_\_\_\_ Cost Center \_\_\_\_\_ Object Code \_\_\_\_\_ Project # \_\_\_\_\_ Amount \$ \_\_\_\_\_

For multi-year contracts or contracts with multiple accounts:

FY \_\_\_\_\_ Fund # \_\_\_\_\_ Cost Center \_\_\_\_\_ Object Code \_\_\_\_\_ Project # \_\_\_\_\_ Amount \$ \_\_\_\_\_

FY \_\_\_\_\_ Fund # \_\_\_\_\_ Cost Center \_\_\_\_\_ Object Code \_\_\_\_\_ Project # \_\_\_\_\_ Amount \$ \_\_\_\_\_

FY \_\_\_\_\_ Fund # \_\_\_\_\_ Cost Center \_\_\_\_\_ Object Code \_\_\_\_\_ Project # \_\_\_\_\_ Amount \$ \_\_\_\_\_

FY \_\_\_\_\_ Fund # \_\_\_\_\_ Cost Center \_\_\_\_\_ Object Code \_\_\_\_\_ Project # \_\_\_\_\_ Amount \$ \_\_\_\_\_

FY \_\_\_\_\_ Fund # \_\_\_\_\_ Cost Center \_\_\_\_\_ Object Code \_\_\_\_\_ Project # \_\_\_\_\_ Amount \$ \_\_\_\_\_

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into and effective as of \_\_\_\_\_, 20\_\_\_\_ (“Effective Date”), by and between the City of Petaluma, a (city use only)

municipal corporation and a charter city (“City”) and \_\_\_\_\_, a \_\_\_\_\_ (“Contractor”) (collectively, the “Parties”).

WHEREAS, the Parties enter into this Agreement for the purpose of Contractor providing professional services to City under the terms and conditions set forth herein.

THEREFORE, in consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

1. Services.

A. Contractor shall provide the services as described in and in accordance with the schedule set forth in Exhibit “A” attached hereto and incorporated herein (“Services”). Except as otherwise expressly provided in this Agreement, this Agreement does not authorize the Contractor to perform any services in addition to those specified in Exhibit A. The City has no obligation to award any additional Services to the Contractor. Any additional Services awarded to the Contractor pursuant to this Agreement will be in the sole discretion of authorized representatives of the City and shall be added to Exhibit A in accordance with Section 24, Amendment, of this Agreement.

B. The Services under this Agreement shall not include preparing or assisting the City with any portion of the City’s preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the City. The City shall at all times retain responsibility for City contracting, including with respect to any subsequent phase of the Services or this Agreement. The Contractor’s participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. The Contractor shall cooperate with the City to ensure that all contractors submitting proposals for a contract for any subsequent phase of the Services or this Agreement have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by the Contractor pursuant to this Agreement.



2. **Compensation; Business Tax Certificate.**
  - A. For the full performance of the Services as described herein, City shall compensate Contractor in accordance with the rates specified in Exhibit A.
  - B. Contractor shall submit detailed monthly invoices reflecting all services performed during the preceding month and including a revised schedule for performance and additional documentation requested by City, as applicable.
  - C. Contractor shall be compensated for services in addition to those described in Exhibit A, only if Contractor and City execute a written amendment to this Agreement describing the additional services to be performed and the compensation to be paid for such services. In no case shall the total compensation under this Agreement exceed \$\_\_\_\_\_ without prior written authorization of the City Manager. Further, no compensation for a section or work program component attached with a specific budget shall be exceeded without prior written authorization of the City Manager.
  - D. Notwithstanding any provision herein, Contractor shall not be paid any compensation until such time as Contractor has on file with the City Finance Department a current W-9 form available from the IRS website ([www.irs.gov](http://www.irs.gov)) and has obtained a currently valid Petaluma business tax certificate.
  - E. City's obligation to pay compensation to Contractor as provided herein is contingent upon Contractor's performance of the Services pursuant to the terms and conditions of this Agreement and any amendments thereto.
3. **Term.** The term of this Agreement commences on the Effective Date and terminates on \_\_\_\_\_, unless sooner terminated in accordance with Section 4. Upon termination, any and all of City's documents or materials provided to Contractor and any and all of the documents or materials prepared for City or relating to the performance of the Services, shall be delivered to the City as soon as possible, but not later than fourteen (14) days after termination of the Agreement.
4. **Termination.** City may terminate this Agreement without cause upon ten (10) days' written notice. City may immediately terminate or suspend this Agreement for cause. Cause for immediate termination or suspension shall include, but not be limited to, any breach of this Agreement by Contractor or Contractor's bankruptcy or insolvency. Upon receipt of notice of termination or suspension for cause, Contractor shall immediately stop all work in progress under this Agreement. In the event of early termination of this Agreement by City, Contractor shall be entitled to payment for all Services performed to the date of termination to the extent such Services were performed to the satisfaction of City in accordance with the terms and conditions of this Agreement. If City terminates this Agreement for cause, Contractor shall be liable to City for any excess cost City incurs for completion of the Services.
5. **Contractor's Representation; Independent Contractor.** Contractor represents that Contractor possesses distinct professional skills in performing the Services. City has relied upon said representation as a material inducement to enter into this Agreement. Contractor shall, therefore, provide properly skilled professional and technical personnel to perform

all Services under this Agreement. It is expressly understood that Contractor and its agents and employees, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of City. This Agreement shall not be construed as an agreement for employment.

6. **Facilities and Equipment.** Contractor shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing Services pursuant to this Agreement. City shall furnish to Contractor no facilities or equipment, unless the City otherwise agrees in writing to provide the same.
7. **Licenses, Permits, Etc.** Contractor shall, at Contractor's sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits or other such approvals which are legally required for performing the Services.
8. **Time.** Contractor shall devote such time to the performance of the Services as may be reasonably necessary for satisfactory performance of Contractor's obligations pursuant to this Agreement.
9. **Inspection.** Contractor shall provide the City every reasonable opportunity to ascertain that the Services are being performed in accordance with the requirements and intentions of this Agreement. All work done, and materials furnished, if any, shall be subject to inspection and approval by the City. The inspection of such work shall not relieve Contractor of any of its obligations pursuant to this Agreement.
10. **Progress Reports.** Upon the City's request, Contractor shall provide, in a form acceptable to City, written progress reports of all oral and written observations, opinions, recommendations, analyses, progress and conclusions related to Contractor's performance of the Services.
11. **Confidentiality.** In the course of Contractor's employment, Contractor may have access to trade secrets and confidential information, disclosure of which is protected or limited by law. Contractor shall not directly or indirectly disclose or use any such confidential information, except as required for the performance of the Services.
12. **Conflict of Interest.**
  - A. Contractor represents that it presently has no interest, and covenants that it shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services hereunder. Contractor further covenants that, in the performance of this Agreement, it shall not employ any subcontractor or person having such a conflict of interest. Contractor represents that no one who has or will have any financial interest under the Agreement is an officer or employee of City. If such conflict of interest arises during this Agreement or any extension, Contractor will immediately advise City and City may, at its sole discretion, immediately terminate this Agreement. Certain Contractors are subject to the requirements, including the disclosure and reporting requirements, of the City's Conflict of Interest Code adopted pursuant to the Political Reform Act. Such Contractors subject to the City's Conflict of Interest Code include those whose work may involve: making government decisions regarding approval or adoption of rates,

rules, or regulations, action on permits or other applications, authorization to enter into or modify contracts, or approval of plans, designs, reports, or studies. Contractor agrees to comply fully with all such requirements to the extent they apply to Contractor's performance of the Services.

- B. Certain contractors, in addition to being subject to the City's Conflict of Interest Code, may be subject to other conflict of interest prohibitions, including those in the Political Reform Act, Government Code Section 81000 and following, and Section 1090 and following of the Government Code. The Political Reform Act prohibits public officials, employees and certain contractors from participating in making governmental decisions that the official, employee or consultant knows or has reason to know will result in a material financial effect on their economic interests. Government Code Section 1090 and following prohibits government officials, employees, and certain contractors from participating in making government contracts in which the official, employee or contractor has a financial interest. As a result of the financial interest City contractors have in their City contracts, the Section 1090 prohibition regarding City contractors focuses on whether a contractor is or would be "making a government contract" in a quasi-governmental capacity for purposes of Section 1090. Section 1090 prohibits City contractors from using their role as a contractor to influence how the City spends the public's funds in a way that benefits the contractor. As a result, Section 1090 may in certain circumstances prohibit the Contractor from responding to solicitations for, or being awarded, subsequent contracts that result from or relate to the Services performed pursuant to this Agreement. Penalties for violating Section 1090 are severe, and may include felony criminal penalties, permanent disqualification from holding public office in California, disgorgement of any benefit received by the financially interested contractor, civil and administrative penalties, and voiding of the prohibited contract.
13. **Contractor No Agent.** Except as the City may otherwise expressly specify in writing, the Contractor shall have no authority, express or implied, to act or transact on behalf of City in any capacity whatsoever, including advising or representing the City concerning City public contracts as an agent of the City. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.
14. **Standard of Performance.** Contractor shall perform all the Services in a manner consistent with the standards of Contractor's profession. All instruments of service of whatsoever nature, which Contractor delivers to City pursuant to this Agreement, shall be prepared in a substantial, workmanlike manner and conform to the standards of Contractor's profession. All such instruments of service shall become the sole and exclusive property of City upon delivery of the same.
15. **Assignment/Transfer.** No assignment or transfer in whole or in part of this Agreement shall be made without the prior written consent of City.
16. **Subcontractors.** Contractor shall directly perform all Services, and shall not subcontract any portion of performance of the Services without the prior written consent of City. Any such subcontractors shall be required to comply, to the full extent applicable, with the terms and conditions of this Agreement, including but not limited to, procuring and maintaining insurance coverage as required herein and which shall name City as an additional insured.

17. **Compliance With All Laws.** Contractor shall fully comply with all applicable local, state and federal rules, laws, regulations and ordinances pertaining to the performance of the Services required hereunder, including but not limited to, the California Building Standards Code as in effect in the City, the Americans with Disabilities Act, and any laws and regulations related to any copyright, patent, trademark or other intellectual property right involved in performance of the Services. Contractor's failure to comply with any law(s) or regulation(s) applicable to the performance of the Services hereunder shall constitute a material breach of this Agreement. To the extent that any other government agency or entity provides compensation for any Services, Contractor shall comply with all rules and regulations applicable to such fiscal assistance.
18. **Living Wage Ordinance.** Without limiting the foregoing Section 17, Contractor shall comply fully with all applicable requirements of Petaluma Municipal Code, Chapter 8.36, Living Wage (the "Living Wage Ordinance"), as the same may be amended from time to time. Upon the City's request Contractor shall promptly provide to the City documents and information verifying Contractor's compliance with the requirements of the Living Wage Ordinance, and shall within fifteen (15) calendar days of the Effective Date of this Agreement, notify each of its affected employees as to the amount of wages and time off that are required to be provided to them pursuant to the Living Wage Ordinance. The Acknowledgement and Certification Pursuant to City of Petaluma Living Wage Ordinance, attached to this Agreement as Exhibit \_\_\_\_\_, shall be a part of this Agreement for all purposes, and Contractors that are subject to Living Wage Ordinance requirements, as determined by the City, must provide a properly completed Exhibit \_\_\_\_\_ in accordance with the requirements of the Living Wage Ordinance. Contractor's noncompliance with the applicable requirements of the Living Wage Ordinance shall constitute cause for City's termination of this Agreement pursuant to Section 4 hereof.
19. **Discrimination.** During the performance of this Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, ancestry, gender, sexual orientation, age or physical or mental disability in violation of any applicable law.
20. **Notice.** Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement shall be made in writing and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other Party in accordance with this Section. All such notices shall be sent by:
- (i) personal delivery, in which case notice is effective upon delivery;
  - (ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt;
  - (iii) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service; or
  - (iv) facsimile transmission, in which case notice shall be deemed delivered upon transmittal, provided that (a) a duplicate copy of the notice is promptly delivered by first-class or certified mail or by overnight delivery, or (b) a transmission report

is generated reflecting the accurate transmission thereof. Any notice given by facsimile shall be considered to have been received on the next business day if it is received after 5:00 p.m. recipient’s time or on a nonbusiness day.

City: City Clerk  
City of Petaluma  
Post Office Box 61  
Petaluma, California 94953  
Phone: (707) 778-4360  
Fax: (707) 778-4554  
Email: cityclerk@cityofpetaluma.org

And:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

21. **Ownership of Documents.** All original papers, documents or computer material on disk or microfilm, and copies thereof, produced as a result of this Agreement, shall be the property of City and may not be used by Contractor without the written consent of City. Copies of such documents or papers shall not be disclosed to others without the written consent of the City Manager or his or her designated representative. Notwithstanding this provision or any other provision in this Agreement to the contrary, the City and the Contractor shall each own all right, title and interest in and to any intellectual property authored by or on behalf of the City or the Contractor related to the Services. The City shall have an irrevocable, royalty-free, world-wide, fully-paid-up, non-exclusive license to use and authorize others to use any intellectual property of the Contractor included in the work products produced as part of the performance of the Services pursuant to this Agreement.

22. **Indemnification.**  
A. With respect to commercial general liability, to the maximum extent permitted by law, Contractor shall, at its own expense, indemnify, defend with counsel acceptable to the City, (which acceptance will not be unreasonably withheld), and hold harmless City and its officers, officials, employees, agents and volunteers (“Indemnitees”) from and against any and all liability, loss, damage, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, civil penalties and

finances, expenses and costs (including, without limitation, claims expenses, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature, whether actual, alleged or threatened, arising out of or in connection with the Contractor's performance of the Services or Contractor's failure to comply with any of the terms of this Agreement, regardless of any fault or alleged fault of the Indemnitees.

- B. With respect to professional liability, notwithstanding the foregoing or any other provision in this Agreement, to the maximum extent permitted by law, Contractor shall indemnify defend and hold harmless the Indemnitees from Liability arising out of or in connection with the negligence, recklessness, or willful misconduct of Contractor.
- C. The Contractor must respond within 30 calendar days to any tender of defense and indemnity by the City unless the time for responding has been extended by an authorized representative of the City in writing. If the Contractor fails to accept tender of defense and indemnity within 30 calendar days regarding a matter subject to tender pursuant to this Agreement, in addition any other remedies authorized by law, so much of the money due or that may become due the Contractor under this Agreement as shall reasonably be considered necessary by the City may be retained by the City until disposition has been made of the matter subject to tender, or until the Contractor accepts the tender, whichever occurs first. In the event that the City must file responsive documents in a matter tendered to Contractor prior to Contractor's acceptance of tender, where such matter is subject to tender pursuant to this Agreement, Contractor agrees to fully reimburse all costs, including but not limited to attorney's fees and costs and fees of litigation, incurred by the City in filing such responsive documents.
- D. Notwithstanding the foregoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2783, as may be amended from time to time, Contractor's duty to indemnify under this provision shall not apply when to do so would be prohibited by California Civil Code Section 2782, as may be amended from time to time.
- E. Notwithstanding the foregoing, to the extent that the Services include design professional services subject to California Civil Code Section 2782.8, as may be amended from time to time, Contractor's duty to indemnify shall only be to the maximum extent permitted by California Civil Code Section 2782.8.
23. **Insurance.** Contractor shall comply with the "Insurance Requirements for Contractors" in Exhibit B, attached hereto and incorporated herein by reference.
- City reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. City's failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or City's failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.
24. **Amendment.** This Agreement may be amended only by a written instrument executed by both Parties.



25. **Litigation.** If litigation ensues which pertains to the subject matter of Contractor's services hereunder, Contractor, upon request from City, agrees to testify therein at a reasonable and customary fee.
26. **Construction.** This Agreement is the product of negotiation and compromise on the part of both Parties and that the Parties agree that, notwithstanding Civil Code Section 1654, any uncertainty in the Agreement shall not be construed against the drafter of the Agreement.
27. **Governing Law; Venue.** This Agreement shall be enforced and interpreted under the laws of the State of California and the City of Petaluma. Any action arising from or brought in connection with this Agreement shall be venued in a court of competent jurisdiction in the County of Sonoma, State of California.
28. **Non-Waiver.** The City's failure to enforce any provision of this Agreement or the waiver thereof in a particular instance shall not be construed as a general waiver of any part of such provision. The provision shall remain in full force and effect.
29. **Severability.** If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
30. **No Third-Party Beneficiaries.** The Parties do not intend to create, and nothing in this Agreement shall be construed to create any benefit or right in any third party.
31. **Mediation.** The Parties agree to make a good faith attempt to resolve any dispute arising out of this Agreement through mediation prior to commencing litigation. The Parties shall mutually agree upon the mediator and shall divide the costs of mediation equally.
32. **Contractor's Books and Records.**
  - A. Contractor shall maintain any and all ledgers, books of accounts, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to the City for a minimum period of three (3) years or for any longer period required by law, from the date of final payment to Contractor pursuant to this Agreement.
  - B. Contractor 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 the City Manager, City Attorney, City Finance Director, or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at Petaluma City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Contractor's address indicated for receipt of notices in this Agreement.

Petaluma North SMART STATION Specific Plan RFP

- D. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Contractor’s business, City may, by written request by any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained in Petaluma City Hall. Access to such records and documents shall be granted to any party authorized by Contractor, Contractor’s representatives, or Contractor’s successor in interest.
- 33. **Headings.** The headings used in this Agreement are for convenience only and are not intended to affect the interpretation or construction of any provisions herein.
- 34. **Survival.** All obligations arising prior to the termination or expiration of this Agreement and all provisions of this Agreement allocating liability between City and Contractor shall survive the termination or expiration of this Agreement.
- 35. **Entire Agreement.** This Agreement, including the exhibits attached hereto and incorporated herein, constitutes the entire agreement between the Parties with respect to the Services, and supersedes all prior agreements or understandings, oral or written, between the Parties in this regard.

IN WITNESS WHEREOF, the parties hereto have executed this document the day, month and year first above written.

CITY OF PETALUMA

CONTRACTOR

\_\_\_\_\_  
City Manager

By \_\_\_\_\_  
Name

ATTEST:

\_\_\_\_\_  
Title

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Address

APPROVED AS TO FORM:

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Taxpayer I.D. Number

\_\_\_\_\_  
Petaluma Business Tax Certificate Number

**INSURANCE REQUIREMENTS**  
FOR ALL AGREEMENTS

Contractor's performance of the Services under this Agreement shall not commence until Contractor shall have obtained all insurance required under this paragraph and such insurance shall have been approved by the City Attorney as to form and the Risk Manager as to carrier and sufficiency. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

Contractor shall procure and maintain for the duration of the contract all necessary insurance against claims now and in the future for injuries to persons or damages to property which may arise from or in connection with the performance of the Services by the Contractor, the Contractor's agents, representatives, employees and subcontractors.

**A. Required Minimum Scope of Insurance**

- Coverage shall be at least as broad as:  
Insurance Services Office Commercial General Liability coverage:
  - a. Personal injury;
  - b. Contractual liability.
- Insurance Services Office form covering Automobile Liability (any auto), if no company owned autos, non-owned and hired auto applies.
- Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- Professional Liability/Errors and Omissions
- Crime/Employee Blanket Fidelity Bond
- Property Insurance against all risks of loss to any tenant improvements or betterments.
- Pollution Liability Insurance
- Garage Liability
- Garagekeepers Insurance
- Technology Professional Liability Errors and Omissions Insurance (IT Consultant)/Cyber Liability
- Abuse or Molestation Liability Coverage

**A.1 Required for All Contracts**

- Policy Endorsements or Excerpts from the Policy Pursuant to Section D
- Copy of the Declarations and Policy Endorsements Page for the CGL Policy

**B. Minimum Limits of Insurance**

Consultant shall maintain limits no less than:

- 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 liability is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit.
- Products/Completed Operations: \$1,000,000 per occurrence/aggregate.
- Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

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- Employer’s Liability: Bodily Injury by Accident - \$1,000,000 each accident.  
Bodily Injury by Disease - \$1,000,000 policy limit.  
Bodily Injury by Disease - \$1,000,000 each employee.
  - Professional Liability/Errors and Omissions: \$1,000,000 per occurrence or claim. If the policy provides coverage on a claims-made basis, the retroactive date must be shown and must be before the date of the Agreement or the beginning of the contract work.
  - Crime/Employee Blanket Fidelity Bond - \$1,000,000: Contractor, at its own cost and expense, must maintain a Crime/Employee Blanket Fidelity Bond in the amount of \$1,000,000 per employee covering dishonesty, forgery, alteration, theft, disappearance, destruction (inside or outside).
  - All Risk Property Insurance: Full replacement cost.
  - Pollution legal liability with limits no less than \$1,000,000 per occurrence or claim and \$2,000,000 policy aggregate. If the policy provides coverage on a claims-made basis, the retroactive date must be shown and must be before the date of the Agreement or the beginning of the contract work.
  - Garage Liability: \$1,000,000 per occurrence.
  - Garagekeepers Insurance: \$1,000,000 per occurrence.
  - Technology Professional Liability Errors and Omissions Insurance appropriate to the Consultant’s profession and work hereunder, with limits not less than \$1,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
1. The Policy shall include, or be endorsed to include, **property damage liability coverage** for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the City in the care, custody, or control of the Consultant. If not covered under the Consultant’s liability policy, such “property” coverage of the City may be endorsed onto the Consultant’s Cyber Liability as covered property as follows:
  2. **Cyber Liability coverage** in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the City that will be in the care, custody, or control of the Consultant.
  3. The Insurance obligations under this agreement shall be the greater of 1) all the Insurance coverage and limits carried by or available to the Consultant; or 2) the minimum Insurance requirements shown in this Agreement. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum Insurance requirements of this Agreement are sufficient to cover the indemnity or other obligations of the Consultant under this agreement.
- Abuse or Molestation Liability Coverage: \$1,000,000 per occurrence; \$2,000,000 aggregate.

**C. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured (Contractor) or the City.

City reserves the right to review any and all of the required insurance policies, declaration pages, and/or endorsements, but has no obligation to do so. City's failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or City's failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

**D. Other Insurance Provisions**

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

1. Additional Insured: The City, its officers, officials, employees, agents and volunteers are to be covered as Additional Insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents or volunteers.
2. Primary and Non-Contributory: For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.
4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought except, with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
6. Waiver of Subrogation: Consultant agrees to waive subrogation rights for commercial general liability, automobile liability and worker's compensation against City regardless of the applicability of any insurance proceeds, and to require all contractors, subcontractors or others involved in any way with the Services to do likewise.
7. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirement and/or limits shall be available to the additional insured. Furthermore, the requirement for coverage and limits shall be (1) the minimum coverage and limits specified in this

Petaluma North SMART STATION Specific Plan RFP

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.

8. 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 also apply on a primary and non-contributory basis for the benefit of the City of Petaluma before the City of Petaluma's own insurance or self-insurance shall be called upon to protect it as a named insured.

**E. Acceptability of Insurers**

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

**F. Verification of Coverage**

**NOTE: The City of Petaluma is now using an online insurance program, PINS Advantage. Once you have been awarded a contract with the City of Petaluma, you will receive an e-mail from PINS Advantage/City of Petaluma requesting that you forward the e-mail to your insurance agent(s).** Consultant shall furnish the City with Certificate of Insurance along with Declarations and Endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City before the Services commence.



**ACKNOWLEDGEMENT AND CERTIFICATION PURSUANT TO  
CITY OF PETALUMA LIVING WAGE ORDINANCE  
PETALUMA MUNICIPAL CODE CHAPTER 8.36**

The City of Petaluma Living Wage Ordinance (“Ordinance”), Petaluma Municipal Code Chapter 8.36, applies to certain service contracts, leases, franchises and other agreements or funding mechanisms providing financial assistance (referred to hereafter as an “Agreement”) between the City of Petaluma (“City”) and/or the Petaluma Community Development Commission (“PCDC”) and contractors, lessees, franchisees, and/or recipients of City and/or PCDC funding or financial benefits (“covered entities”).

Pursuant to Petaluma Municipal Code Section 8.36.120, as part of any bid, application or proposal for any Agreement subject to the Ordinance, the covered entity shall:

- Acknowledge that the covered entity is aware of the Ordinance and intends to comply with its provisions.
- Complete the Report of Charges, Complaints, Citations and/or Findings contained in this Acknowledgement and Certification by providing information, including the date, subject matter and manner of resolution, if any, of all wage, hour, collective bargaining, workplace safety, environmental or consumer protection charges, complaints, citations, and/or findings of violation of law or regulation by any regulatory agency or court including but not limited to the California Department of Fair Employment and Housing, Division of Occupational Safety and Health (OSHA), California Department of Industrial Relations (Labor Commissioner), Environmental Protection Agency and/or National Labor Relations Board, which have been filed or presented to the covered entity within the ten years immediately prior to the bid, proposal, submission or request.

Pursuant to Petaluma Municipal Code Section 8.36.120, before the beginning of the term of any covered Agreement, or prior to the execution of said Agreement by the City or the PCDC, each covered entity shall certify that its employees are paid a living wage that is consistent with Petaluma Municipal Code Chapter 8.36.

By executing this Acknowledgement and Certification, the covered entity (i) acknowledges that it is aware of the Ordinance and intends to comply with its provisions, (ii) attests to the accuracy and completeness of information provided in the Report of Charges, Complaints, Citations and/or Findings contained herein, (iii) certifies that it pays its covered employees a Living Wage as defined in Petaluma Municipal Code Chapter 8.36 and (iv) attests that the person executing this Acknowledgement and Certification is authorized to bind the covered entity as to the matters covered in this Acknowledgment and Certification.

**Appendix B-2 - Living Wage Acknowledgement**

Petaluma North SMART STATION Specific Plan RFP

SO ACKNOWLEDGED and CERTIFIED:

Project or Contract I.D: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_  
(Print Name of Covered Entity/Business Capacity)

By \_\_\_\_\_  
(Print Name)

/s/ \_\_\_\_\_  
(Signature)

Its \_\_\_\_\_  
(Title /Capacity of Authorized Signer)

Petaluma North SMART STATION Specific Plan RFP

**REPORT OF CHARGES, COMPLAINTS, CITATIONS AND/OR FINDINGS  
PURSUANT TO PETALUMA MUNICIPAL CODE SECTION 8.36.120**

FOR EACH WAGE, HOUR, COLLECTIVE BARGAINING, WORKPLACE SAFETY, ENVIRONMENTAL OR CONSUMER PROTECTION CHARGE, COMPLAINT, CITATION, AND/OR FINDING OF VIOLATION OF LAW OR REGULATION BY ANY REGULATORY AGENCY OR COURT, INCLUDING BUT NOT LIMITED TO THE CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING, DIVISION OF OCCUPATIONAL SAFETY AND HEALTH (OSHA), CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS (LABOR COMMISSIONER), ENVIRONMENTAL PROTECTION AGENCY AND/OR NATIONAL LABOR RELATIONS BOARD, WHICH:

- AFFECTS YOU AS A PROSPECTIVE CONTRACTOR, SUBCONTRACTOR, LESSEE, FRANCHISEE AND/OR PARTY TO ANY CITY OF PETALUMA AND/OR PETALUMA COMMUNITY DEVELOPMENT COMMISSION-FUNDED AGREEMENT OR BENEFIT SUBJECT TO PETALUMA MUNICIPAL CODE CHAPTER 8.36 (LIVING WAGE ORDINANCE), AND
- HAS BEEN FILED OR PRESENTED TO YOU WITHIN THE TEN YEARS IMMEDIATELY PRIOR TO THE BID, PROPOSAL, SUBMISSION OR REQUEST FOR WHICH THIS ACKNOWLEDGEMENT AND CERTIFICATION IS MADE.

PLEASE PROVIDE THE DATE, THE REGULATORY AGENCY OR COURT MAKING THE CHARGE COMPLAINT, CITATION OR FINDING, THE SUBJECT MATTER AND THE MANNER OF RESOLUTION, IF ANY, FOR EACH SUCH CHARGE COMPLAINT, CITATION OR FINDING.

IF NONE, PLEASE STATE "NONE": \_\_\_\_\_

ATTACH ADDITIONAL PAGES IF NEEDED.

Date: \_\_\_\_\_

Regulatory Agency or Court: \_\_\_\_\_

Subject Matter: \_\_\_\_\_

Resolution, if any: \_\_\_\_\_

Expected resolution, if known: \_\_\_\_\_

**Exhibit 10-I: Notice to Proposers DBE Information  
(federally funded projects only)**

The Local Public Agency (LPA) has established a DBE goal for this Contract of \_\_\_\_\_ 20 %

**1. TERMS AS USED IN THIS DOCUMENT**

- The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
- The term “Agreement” also means “Contract.”
- LPA also means the local entity entering into this contract with the Contractor or Consultant.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

**2. AUTHORITY AND RESPONSIBILITY**

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (see 49 CFR 26: Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs). The Consultant must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

**3. SUBMISSION OF DBE INFORMATION**

If there is a DBE goal on the contract, Exhibit 10-O1: Consultant Proposal DBE Commitment must be included in the Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards meeting the contract goal; therefore, all DBE participation must be collected and reported.

Exhibit 10-O2: Consultant Contract DBE Information must be included in best qualified consultant's executed consultant contract. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

**4. DBE PARTICIPATION GENERAL INFORMATION**

It is the proposer's responsibility to be fully informed regarding the requirements of 49 CFR 26, and the Department's DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
  1. The proposer is a DBE and will meet the goal by performing work with its own forces.

2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
  3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
  - E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
  - F. The proposer must list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
  - G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

## 5. COUNTING DBE PARTICIPATION

Materials or supplies purchased from DBEs count towards the DBE goal under the following conditions:

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment must be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services

## 6. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please [email DBE.Certification@dot.ca.gov](mailto:DBE.Certification@dot.ca.gov) for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Civil Rights [website](#). For [guidance on how to search for certified firms using the CUCP database, please visit: DBE Goal Setting | Caltrans](#)

**EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT**

1. Local Agency: \_\_\_\_\_ 2. Contract DBE Goal: 20%
3. Project Description: \_\_\_\_\_
4. Project Location: \_\_\_\_\_
5. Consultant's Name: \_\_\_\_\_ 6. Prime Certified DBE:

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
<b>Local Agency to Complete this Section</b>			<b>11. TOTAL CLAIMED DBE PARTICIPATION</b> %
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____  Consultant's Ranking after Evaluation: _____  Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.	<b>IMPORTANT:</b> Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.  _____ 12. Preparer's Signature                      13. Date  _____ 14. Preparer's Name                              15. Phone  _____ 16. Preparer's Title		
21. Local Agency Representative's Signature      22. Date  _____			
23. Local Agency Representative's Name              24. Phone  _____			
25. Local Agency Representative's Title  _____			

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

**ADA Notice:** For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

## INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENT

### CONSULTANT SECTION

1. **Local Agency** - Enter the name of the local or regional agency that is funding the contract.
2. **Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. **Project Location** - Enter the project location as it appears on the project advertisement.
4. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
5. **Consultant's Name** - Enter the consultant's firm name.
6. **Prime Certified DBE** - Check box if prime contractor is a certified DBE.
7. **Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
8. **DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
9. **DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
10. **DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
11. **Total Claimed DBE Participation %** - Enter the total DBE participation claimed. If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
12. **Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
13. **Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
14. **Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
15. **Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
16. **Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

### LOCAL AGENCY SECTION

17. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
18. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
19. **Proposed Contract Execution Date** - Enter the proposed contract execution date.
20. **Consultant's Ranking after Evaluation** - Enter consultant's ranking after all submittals/consultants are evaluated. Use this as a quick comparison for evaluating most qualified consultant.
21. **Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
22. **Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
23. **Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
24. **Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
25. **Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.



**EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS**

Cost Proposal Due Date \_\_\_\_\_ PE/CE

Federal-aid Project No(s). \_\_\_\_\_ Bid Opening Date \_\_\_\_\_ CON

The \_\_\_\_\_ established a Disadvantaged Business Enterprise (DBE) goal of 20 % for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) calendar days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer's or bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions, **please attach additional sheets as needed:**

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

- C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

Items of Work	Proposer or Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract
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- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

- E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

H. Any additional data to support a demonstration of good faith efforts:

**EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT**

1. Local Agency: \_\_\_\_\_ 2. Contract DBE Goal: 20%
3. Project Description: \_\_\_\_\_
4. Project Location: \_\_\_\_\_
5. Consultant's Name: \_\_\_\_\_ 6. Prime Certified DBE:  7. Total Contract Award Amount: \_\_\_\_\_
8. Total Dollar Amount for **ALL** Subconsultants: \_\_\_\_\_ 9. Total Number of **ALL** Subconsultants: \_\_\_\_\_

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
<b>Local Agency to Complete this Section</b>			
20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____  Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.  _____ 23. Local Agency Representative's Signature      24. Date  _____ 25. Local Agency Representative's Name      26. Phone  _____ 27. Local Agency Representative's Title			\$ _____  <b>14. TOTAL CLAIMED DBE PARTICIPATION</b>  _____ %
IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.  _____ 15. Preparer's Signature      16. Date  _____ 17. Preparer's Name      18. Phone  _____ 19. Preparer's Title			

**DISTRIBUTION:** 1. Original – Local Agency  
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

**ADA Notice:** For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

## INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENT

### CONSULTANT SECTION

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
- 4. Project Location** - Enter the project location as it appears on the project advertisement.
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
- 8. Total Dollar Amount for ALL Subconsultants** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 9. Total number of ALL subconsultants** – Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 10. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 12. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 13. DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 14. Total Claimed DBE Participation** - \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Participation Dollars Claimed" divided by item "Total Contract Award Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 15. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 16. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 17. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 18. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 19. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

### LOCAL AGENCY SECTION

- 20. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 21. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 22. Contract Execution Date** - Enter the date the contract was executed.
- 23. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 24. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 25. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 26. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 27. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

**EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES**

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

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

Standard Form LLL Rev. 04-28-06

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

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

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

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