



APPROVED\*

MAR 22 2011

BY *Mary Jo Chiril*  
SUPERVISOR OF THE BOARD

AGENDA SUBMITTAL TO SOLANO COUNTY BOARD OF SUPERVISORS

<b>ITEM TITLE</b> Consider approval of a professional services contract with Municipal Resources Group, LLC for project management services for the Solano360 Project in the amount of \$296,980; and Authorize the County Administrator to sign		<b>BOARD MEETING DATE</b> March 22, 2011	<b>AGENDA NUMBER</b> 24
<b>Dept:</b> <b>Contact:</b> <b>Extension:</b>	County Administrator's Office Birgitta E Corsello Ext 6107	<b>Supervisorial District Number</b>  ALL	
<b>Published Notice Required?</b>		Yes _____	No <u> X </u>
<b>Public Hearing Required?</b>		Yes _____	No <u> X </u>

**DEPARTMENTAL RECOMMENDATION:**

*\* See attached minute order.*

The County Administrator's office recommends that the Board:

1. Consider approval of a professional services contract with Municipal Resources Group, LLC for project management services for the Solano360 Project in the amount of \$296,980; and
2. Authorize the County Administrator execute the contract.

**SUMMARY:**

The Board is asked to approve a professional services contract with Municipal Resources Group, LLC (MRG) for project management services to oversee and coordinate the efforts for the Solano360 Project Phase 2 (entitlement phase) for \$296,980 for a period of March 22, 2010 - June 30, 2012. The consultant firm MRG has proposed a team lead by Tom Sinclair, as project manager and supported by A.Plescia & Co. and RCH Group. MRG is prepared to commence work following Board approval of the professional services contract (Attachment A). A Request for Qualifications (Attachment B) and the Consultant's Statement of Qualification (Attachment C) are provided as part of the contract documents. The proposed scope of work includes coordination of work for all consultants, County staff, City staff, and Fair Management, including support of the Solano360 Committee and overseeing the work efforts underway in the entitlement process. The consultant services scope calls for managing the project schedule, coordination of the public information and outreach process, working with interested parties to respond to inquiries or concerns regarding the Solano360 project entitlement process, managing the project budget and providing updates the Board and project partners. The consultant will assist with the recruitment and/or selection of those key team members (professional services) necessary in the entitlement process including a third party financial consultant to be hired jointly by the City and the County. In addition, the consultant team will prepare an updated the economic model (development project pro-forma) to address the financial feasibility of prospective private development associated with implementation of the Solano360 vision utilizing market analysis information to be completed by a third party.

**FINANCING:**

The Board approved on February 9, 2010 the Solano360 Phase 2 project (entitlement phase) budget of \$3.1 mil. (Refer to Attachment D - Adopted Entitlement Budget) The budget includes

funding estimates for professional services to develop and prepare plans, studies, reports, and analysis to complete a master plan for the Solano Fairgrounds site in Vallejo based on the Solano360 Vision. The entitlement phase budget anticipated a variety of professional services and studies and reports associated with completing a master plan including project management services, communication and public information, land use planning services, civil engineering services, architectural design services, transportation and circulation analysis, preparation of required environmental documents, legal support, permit and application fees, and financial analysis. The Solano360 Project is funded by a loan from the General Fund and accounted for and tracked separately. The Board has established a requirement that the loan be repaid by future revenue streams stemming from the ultimate redevelopment of the fairgrounds' site. Since February 2010, a number of contracts have been prepared and approved by the Board to secure the professional services needed in the entitlement phase of the Solano360 project. (Refer to Attachment D). The Adopted Solano360 Budget includes \$920,000 for project management services. Project management services were provided by Lucas, Austin & Alexander dba Brook Street for the entitlement phase from May 2010 through October 2010 for a total of \$150,790. If approved, MRG is prepared to commence project management services. The MRG contact is for March 22, 2011 through June 30, 2012 for a total of \$296,980.

#### DISCUSSION:

The Solano360 Phase 2 (Entitlement) project is a three party effort between the County, City of Vallejo, and Solano County Fair Board which based on the Solano360 Vision looks to develop a specific plan and master plan for the site. The Solano County Fairgrounds site consistent with previous Board direction, the project team is seeking approval of a contract with a Project Manager for a range of services as well as providing an update on project coordinated specific & master plan project with the stated objective

#### Project Management Consultant Services:

Consistent with Board direction given on February 1, 2011, on February 18, 2011, the CAO issued a Request for Qualifications to Provide Project Management Services for the Solano360 Fairgrounds Redevelopment Project (RFQ), which included a detailed task list that defined the nature and scope of services that the County requires. The effort to draft the RFQ was coordinated by the CAO and County Counsel and developed through a collaborative effort with input from the staff from the County, the City of Vallejo, and the Solano County Fair Manager. The RFQ was sent directly to interested firms and made available on the County's website. A total of seven responses to the RFQ solicitation were received on March 8th. Eight individuals representing the three project partners were asked to separately review and rank the proposals according to the evaluation criteria listed in the RFQ. Among those asked who reviewed the proposals were the County Architect, the Director of General Services, the Director of Resource Management, the County Fair Manager, the Assistant City Manager from the City of Vallejo, a representative from SWA, a retired former City Manager of Vallejo, and the Principle Management Analyst from the County Administrator's Office assigned to the project. This process resulted in the shortlisting of four firms that were invited to participate in oral interviews, which were conducted on March 11, 2011 by a panel of elected and appointed representatives from the three project proponents.

The firm of Municipal Resources Group, lead by Tom Sinclair and Andy Plescia was determined to be the best qualified to provide the requested services based on their demonstrated experience to manage a wide range of public/private projects using various project delivery methods, qualifications/experience of proposed personnel, depth of resources, previous

relationship with City of Vallejo/County and competitiveness of fee schedule. On this basis, staff is recommending that the Board approve the contract with MRG.

Status: SWA Sub consultant for Architectural & Design Services selected:

On February 1, 2011, the Board approved an amendment to the SWA Group professional services contract to prepare a series of planning and design documents for the Solano County Fairgrounds facilities in coordination with the Fair Board and staff and architectural services for the Solano360 project including the development of design guidelines. SWA was required to solicit requests for proposals for architectural services based on the negotiated and approved fee with in their contract. SWA Group solicited and submitted four proposals for the Solano360 project team to consider and evaluate. The four proposals considered were from Mark Cavagnero Associates, EHDD, and Field Paoli and BAR Architects.

Seven individuals representing the three project partners were asked to separately review and rank the proposals. Among those asked who reviewed the proposals were the County Architect, the Director of General Services, the Director of Resource Management, the County Fair Manager, the Assistant City Manager from the City of Vallejo, a retired former City Manager of Vallejo, the Senior Management Analyst from the County Administrator's Office assigned to the project. This process resulted in the shortlisting of two firms that were invited to make a presentation and participate in an oral interview, conducted on March 14, 2011 representatives from the three project proponents including the County Architect, the Director of Resource Management, the City of Vallejo Senior Community Development Analyst, the County Fair Manager, and the Principle Management Analyst from the County Administrator's Office assigned to the project. A representative from SWA acted as the moderator for the interviews. BAR Architects was determined to be the best qualified to provide the requested services based on their demonstrated experience with a wide range of projects, qualifications/experience of proposed personnel, depth of resources.

SWA Group –Solano Fair of the Future efforts:

The Solano360 professional services consultant SWA Group continues to work with the Solano County Fair Board and the Fair Grounds Manager to refine the "Fair of the Future" concepts in the vision. The focus of the work has included confirming space needs, program adjacencies, and site circulation focusing on refining the land plan. SWA representatives have met twice with the full County Fair Board to make presentations and soliciting feedback. In addition, SWA is attending bi- weekly meetings with the Board's Solano County Fair Subcommittee (2 board members & the 3 Fair Grounds members) to present options in preparation for the full Fair Board meetings and action. The Subcommittee is expected to continue to meet as the project entitlement process proceeds. Meeting agendas and action meeting notes for this subcommittee are being prepared by CAO staff and County Counsel in the absence of a project manager. A current organization chart is attached at Attachment F.

Solano360 Project Phase 2 Schedule:

SWA and the project manager (once approved) have been asked to take the project schedule (Attachment E) and create a meeting schedule for the project with dates, locations, anticipated meeting topics and times to facilitate Board and public ease for monitoring and participating in the Solano360 Project entitlement process. It is anticipated that refined schedule will be completed by early April and will be distributed to the Board and interested parties available as part of the Board's requested quarterly updates as well as being posted to the County and project web sites.

Next steps:

There remains a need for several additional professional services to complete tasks that were identified in the vision as part of the entitlement process for which cost estimates have been included in the budget for the Solano360 project phase 2 (entitlement phase). Among the services currently not under a contract is the support of the Solano360 project website support and the public noticing capacity tied to the website as well. Project team staff is currently working on a revised scope of work. To allow for continuity, the County has approached the firm used in the Solano360 vision process and initial months of the entitlement phase, Keadjian & Associates. Web support and outreach previously was included in the project management scope of work through a subcontract with Keadjian & Associates. In addition, the Solano360 project team staff will be working with the project manager to develop the scope of work for the third party third party financial consultant to be hired jointly by the City and the County. This scope of work will include market analysis information.

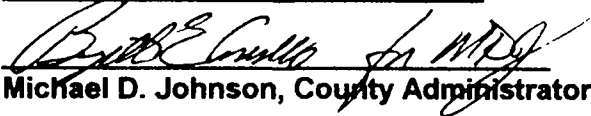
**ALTERNATIVES:**

The Board could choose to not award the contract for project management services as recommended; however, this is not recommended. The Solano360 project team has identified the need for project management services with requisite expertise to coordinate multiple consultants, multiple project partners, documents and reports to remain within the project schedule, and budget. Successful project management requires experienced, demonstrated project management abilities which MRG has demonstrated in their statement of qualifications. In addition, there is a need for assistance with the recruitment and selection of remaining professional services necessary to complete the entitlement process including a third party financial consultant to be hired jointly by the City and the County.

**OTHER AGENCY INVOLVEMENT:**

Representatives from the County, County General Services, Resource Management, City of Vallejo, Solano County Fair, and land planning consultant, SWA Group, served as members of the review and selection process. County Counsel reviewed the RFQ prior to issuance in the open marketplace, provided technical guidance during the selection process, and approved the contract as form.

**DEPARTMENT HEAD SIGNATURE:**

  
Michael D. Johnson, County Administrator

**Attachment(s);**

Attachment A- Professional Services Contract – Municipal Resource Group

Attachment B- Request for Qualifications (February 18, 2011)

Attachment C- Statement of Qualifications – Municipal Resource Group

Attachment D- Solano360 Project phase 2 (Entitlement phase) Adopted Project Budget

Attachment E- Solano360 project timeline

Attachment F- Solano360 Project organization table





**County of Solano  
Standard Contract**

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

BUDGET ACCOUNT:

SUBJECT ACCOUNT:

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

**Municipal Resource Group, LLC**

CONSULTANT'S NAME

2. The Term of this Contract is: March 22, 2011 – June 30, 2012

3. The maximum amount of this Contract is: \$296,980

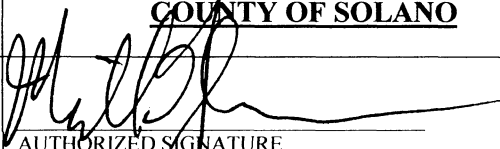

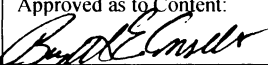
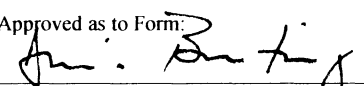
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provision

Exhibit C – General Terms and Conditions

This Contract is made on March 22, 2011.

<u>CONSULTANT</u>	<u>COUNTY OF SOLANO</u>
Municipal Resource Group, LLC CONSULTANT'S NAME	 AUTHORIZED SIGNATURE
 SIGNATURE	Michael D. Johnson, County Administrator TITLE
Tom Sinclair, Principal Consultant and Chief Financial Officer PRINTED NAME AND TITLE	675 Texas St., Ste. 6500 ADDRESS
675 Hartz Avenue, Suite 300 ADDRESS	Fairfield, CA 94533 CITY STATE ZIP CODE
Danville, CA 94526 CITY STATE ZIP CODE	Approved as to Content:  DEPARTMENT HEAD OR DESIGNEE
	Approved as to Form:  COUNTY COUNSEL

Rev. 1/09/08

**CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE**

**EXHIBIT A**  
**SCOPE OF WORK**

Consultant agrees to provide the following services for the Project as further described in various attachments and exhibits, each of which is incorporated into this Contract by this reference which define and describe the Project to be undertaken by Contractor. County has materially relied upon the representations of Consultant in County's selection of Consultant for this Project. Consultant agrees to perform or secure the performance of all specified services in their entirety within the maximum payment specified in this Contract, unless otherwise modified by the parties. The Scope of Work consists of, and includes, the following documents, which are incorporated by this reference as if fully set forth in this Exhibit:

- a. County's Request for Qualifications, dated February 18, 2011; and
- b. Consultant's Statement of Qualifications, dated March 8, 2011.

If there are any conflicts between this Contract and documents incorporated by reference herein, the terms of this Contract shall prevail.

Specific services include the following:

**A. Project Management**

1. Project Management: Coordinate the work of all consultants, County staff, City staff and Fair Management to ensure benchmarks are met and successful completion of Solano360 entitlement process as described in the Amended and Restated MOU between County and City. Provide comprehensive day-to-day Project management based on the following organization structure:
  - a. **Solano360 Committee** - This group is made up of elected officials serving in respective County and City Solano360 Ad Hoc Committees along with representatives of the Solano County Fair Association ("SCFA") Board. This Committee will provide policy direction throughout the Project and report back to their respective governing bodies. Consultant will be called on as required to provide or coordinate provision of graphic information and make presentations before the Solano360 Committee to facilitate Project decisions.
  - b. **Fair Subcommittee** - This group is made of a subcommittee of the Board of Supervisors and a subcommittee of the Solano County Fair Board to provide oversight of that part of the Project specific to the "Fair of the Future" and Fair operations. Consultant will be called on as required to make presentations before the Fairgrounds Subcommittee specific to the "Fair of the Future" aspects of the Project.
  - c. **Project Team** - This group, who performs the day-to-day work required to progress each project/work effort, implements the decisions made by the Solano360, Board of Supervisors and/or City Council and formulates recommendations for consideration by the committee and/or legislative bodies. This group, whose composition may vary, consists of representatives from various County/City/SCFA Departments/Divisions who are partners in the project/work effort as well as representatives from the Executive and Senior Management Groups of County/City/SCFA personnel and other project consultants, when necessary. Consultant will organize and actively participate in all

Work Group meetings for assigned projects/work efforts and will be called-on as required to provide or coordinate provision of graphic information and make presentations before the Project Team to facilitate issue resolution.

- d. **Authorities Having Jurisdiction** – The Solano County Department of Resource Management acts as the primary local regulatory Authority Having Jurisdiction in matters regarding Building Codes, Planning and Environmental issues for “public purposes” areas of the Project. The City of Vallejo will also have regulatory authority over specific aspects of the work performed for “private purposes” throughout the Project. “Public purposes” and “private purposes” areas will be further refined throughout the entitlement process. Depending on specific project needs, other federal, state, and local agencies may also be Authorities Having Jurisdiction.
2. Documentation: Organize and manage all existing and new project files and documents at Consultant’s local office, with relevant copies provided to the County as required.
3. Consultants: Coordinate key team members to aid in the entitlement process for the following disciplines and/or processes:
- Land Planning, Specific Plan and Design Guidelines
  - California Environmental Quality Act (“CEQA”) for Environmental Impact Report
  - Outside legal counsel to the extent necessary (it is Consultant’s understanding that most of the legal work will be executed by County Counsel’s office)
  - Civil Engineering
  - Soils Engineering
  - Wetlands and Biological consulting
  - Environmental Consulting
  - Transportation Consulting
  - Sustainability Consulting
  - Market/Economics Research
  - Fiscal Impact Analysis
  - Public Facilities Financing Plan
  - Revenue Sharing/Financial Participation
  - Redevelopment Plan Amendment/Extension, if applicable

Consultant will assist with the recruitment and/or selection of those key team members as necessary, specifically, but not limited to the financial consultant to be hired jointly by the City and County.

4. Budget: Manage all approved Project budgets/contracts within the approved funding limits. Review and recommend approval for submitted Project invoices.
5. Schedule: Manage an overall project schedule.
6. Meetings: Provide staff support for all meetings including preparation of agendas and staff reports and requisite notice, attendance at all meetings. preparation of meeting action minutes,

and coordination of consultants for meetings. Establish and lead regularly scheduled Project meetings, including:

- Internal project team meetings
  - Project Team meetings including appropriate City of Vallejo, Solano County Fair Association, and Solano County Staff. Occasionally this group will include other resources, such as the Solano Transportation Authority.
  - Solano360 public meetings with representatives of the City Council, Board of Supervisors and SCFA.
  - Other community meetings, as necessary.
7. Reporting: Provide action minutes to all project meetings and a summary monthly report on Project status. Maintain official Project records.
  8. Public Information/Outreach: Coordinate with (if hired separately by County) or retain the firm to provide public information and partner engagement to ensure process provides adequate public input in advance of Board of Supervisors, Fair Board and City Council decision making. If retained by Consultant, Public Information/Outreach firm's costs shall be in addition to the Compensation referenced in Exhibit B.
  9. Public Notification. Consultant will prepare and direct the placement of public notices in the local newspapers notifying the community of upcoming workshops and meetings. The cost of public notices shall be borne directly by County.
  10. Other: Facilitate forward progress of project through ad hoc meetings, conference calls and presentations. Track individual Project deliverables.

## **B. Land Planning and Entitlements**

1. Overall Project Management: Manage project team with reporting to and input from Solano360 Committee and Project Team.
2. Land Planning: Assist with the refinement of the land plan created during Visioning Phase as necessary or desired.
3. Program Requirements: Work with various constituents to further develop program requirements for public facilities and land uses.
4. Engineering: Explore value engineering opportunities that lessen project costs while maintaining the integrity of the Project Vision.
5. Project Economics: Manage a working economic model to evaluate market conditions, land use assumptions, project costs and finance opportunities as the entitlements are prosecuted. Coordinate meetings and discussions regarding the development and negotiation of agreements (e.g. Revenue Sharing Agreement, Owner Participation Agreement, etc.) with the Solano County Fair Association, City of Vallejo and Vallejo Redevelopment Agency, as requested. Coordinate the market testing of the Specific Plan at key stages of the entitlement process through the

engagement of developers to determine financial feasibility of the Specific Plan and construct financing models.

Consultant will prepare an economic model (development pro-forma) to address the financial feasibility of prospective private development associated with implementation of the Solano360 Vision. The economic model will be used to present estimated total development costs (land, direct construction cost, indirect cost, financing), revenue, project value, and need for public financing investment (if required) for the proposed land use components of the Solano360 Vision. The underlying assumptions to be used by Consultant to complete the economic model will be based on information derived from the market analysis to be completed by a third-party consultant for the County as part of the overall Solano360 Vision implementation process.

6. End-User Outreach: Conduct outreach and respond to inquiries from potential end-users to maximize project feasibility and future marketability.
7. Agency Coordination: Manage project team, working with the City of Vallejo, SCFA, Solano County and appropriate Resource Agencies to secure the following:
  - Self-mitigating Specific Plan created and processed concurrently with the Environmental Impact Report. The Specific Plan will include Design Guidelines and Development Standards.
  - Full Environmental Impact Report. The County will act as the lead agency and this work will build upon the initial information developed during the visioning process. Maximum flexibility will be factored into the programmatic EIR to study alternative land uses to meet future market demands.
  - General Plan Amendment.
  - Zoning Change.
  - Resource Agency permits as required, potentially including a 401/404 permit through the U.S. Army Corps of Engineers and a 1602 Streambed Alteration agreement through the California Department of Fish & Game.
  - Other permits and studies as required (e.g. Fiscal Impact Study for City of Vallejo).

### **C. Community Engagement/Public Information**

1. Community Outreach: Consultant will work with the Solano360 Committee and County and City staff to conduct ongoing outreach to local residents, businesses, interest groups, elected officials, municipalities, and other key partners. Consultant will serve as the primary contact for community inquires to support the outreach process.
2. Partner Meeting Facilitation: Consultant will organize and manage one-on-one and group meetings with local residents, interested individuals, community organizations and other Partners. Consultant will develop and produce presentation materials required for meetings, including written materials.
3. Partner Feedback Management: Consultant will serve as the primary contact for all community inquires and will maintain systems for tracking and responding to questions and requests.

4. Solano360 Committee Meetings Assistance: Consultant will draft meeting agendas, direct the posting of public notices, record the meeting using County equipment and draft action minutes.
5. California Environmental Quality Act("CEQA")/National Environmental Policy Act ("NEPA") Compliance: Consultant will work with the project's CEQA/NEPA team to ensure that the public participation, notification, hearings and review components are satisfied in accordance with the law.
6. Review of Materials: Consultant will review relevant project documents and provide input, as necessary.

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. COMPENSATION**

County shall compensate Consultant as follows:

- A. Base Fee: Estimated at \$18,560 per month (\$287,680 total for 15.5 months) for Project Management, Land Planning and Entitlements, Community Engagement Tasks as outlined above. Monthly amounts may be above or below this estimated amount; however, in total, the monthly amounts shall not exceed \$287,680 to be billed as follows:
- a. Estimated Hours per month:
    - i. Tom Sinclair, Principal Consultant – 64 hours per month
    - ii. Andy Plescia, Consultant & RCH staff – 32 hours per month
  - b. Rate Schedule:
    - i. Tom Sinclair, Principal Consultant - \$200/hour
    - ii. Andy Plescia, A. Plescia & Co., Consultant - \$180/hour
    - iii. Bob Johnson, RCH Group, Consultant - \$180/hour
    - iv. Dave Cook, RCH Group, Consultant - \$180/hour
- B. Reimbursements: County agrees to reimburse Consultant for travel expenses at current IRS mileage rates as well as basic reproduction costs. Estimated reimbursable expenses are approximately \$600/ month (\$9,300 for 15.5 months). Monthly amounts may be above or below this estimated amount; however, in total, the reimbursements shall not exceed \$9,300. Costs for graphic materials shall be in addition to the maximum not to exceed amount.
- C. Total Compensation: Total compensation shall not exceed \$296,980 without prior authorization.

**2. METHOD OF PAYMENT**

Upon submission of an invoice by Consultant, and upon approval of County's representative, County shall, within thirty days of receipt, pay Consultant in arrears for fees and expenses incurred the prior month, up to the maximum amount provided for on the Standard Contract Exhibit B, Section 1. Each invoice must specify services rendered, to whom, date of service and the accrued charges.

**EXHIBIT C  
GENERAL TERMS AND CONDITIONS**

**3. CLOSING OUT**

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

**4. TIME**

Time is of the essence in all terms and conditions of this Contract.

**5. TIME OF PERFORMANCE**

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

**6. TERMINATION**

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

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

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

**7. SIGNATURE AUTHORITY**

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

**8. WARRANTY**

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

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

**9. INSURANCE**

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

B. **Minimum Scope of Insurance**  
Coverage must be at least as broad as:



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

C. Minimum Limits of Insurance  
Consultant must maintain limits no less than:

- (1) General Liability: **\$1,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.  
(Including operations, products and completed operations.)
- (2) Automobile Liability: **\$1,000,000** per accident for bodily injury and property damage.
- (3) Workers' Compensation: As required by the State of California.
- (4) Employer's Liability: **\$1,000,000** per accident for bodily injury or disease.

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

E. Deductibles and Self-Insured Retentions

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

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

F. Other Insurance Provisions

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

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

officials, agents, employees, or volunteers in excess of Consultant's insurance and shall not contribute to it.

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

G. Waiver of Subrogation

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

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

H. Acceptability of Insurers

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

I. Verification of Coverage

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

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

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

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

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

## 10. BEST EFFORTS

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

## 11. DEFAULT

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

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

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

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

## 12. INDEMNIFICATION

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

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

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

### 13. INDEPENDENT CONTRACTOR

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

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

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

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

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

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

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

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

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

### 14. RESPONSIBILITIES OF CONSULTANT

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

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

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

(1) Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies;

(2) Document all costs by maintaining complete and accurate records of all financial

transactions associated with this Contract, including, but not limited to, invoices and other official documentation that sufficiently support all charges under this Contract;

(3) Submit monthly reimbursement claims for expenditures that directly benefit Solano County;

(4) Be liable for repayment of any disallowed costs identified through quarterly reports, audits, monitoring or other sources; and

(5) Retain financial, programmatic, client data and other service records for 3 years from the date of the end of the contract award or for 3 years from the date of termination, whichever is later.

#### **15. COMPLIANCE WITH LAW**

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

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

#### **16. CONFIDENTIALITY**

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

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

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

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

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

#### **17. CONFLICT OF INTEREST**

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

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

#### **18. DRUG FREE WORKPLACE**

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

#### **19. HEALTH AND SAFETY STANDARDS**

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

must receive all health and safety information and training.

**20. CHILD/ADULT ABUSE**

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

**21. INSPECTION**

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

**22. NONDISCRIMINATION**

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

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

**23. SUBCONTRACTOR AND ASSIGNMENT**

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

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

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

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

**24. UNFORESEEN CIRCUMSTANCES**

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

**25. OWNERSHIP OF DOCUMENTS**

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

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

**26. NOTICE**

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

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

**27. NONRENEWAL**

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

**28. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS**

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

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

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

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

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

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

(1) Cancel this Contract; or,

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

**29. CHANGES AND AMENDMENTS**

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

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

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

**30. CHOICE OF LAW**

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

**31. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

Consultant warrants that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. Parts 160-64) regarding the protection

of health information obtained, created, or exchanged as a result of this Contract and shall abide by and implement its statutory requirements.

**32. WAIVER**

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

**33. CONFLICTS IN THE CONTRACT DOCUMENTS**

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

**34. FAITH BASED ORGANIZATIONS**

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

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

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

**35. PRICING**

Should Consultant, at any time during the term of this Contract, provide the same goods or services under similar quantity, terms and conditions to one or more counties in the State of California at prices below those set forth in this Contract, then the parties agree to amend this Contract so that such lower prices shall be extended immediately to County for all future services.

**36. USE OF PROVISIONS, TERMS, CONDITIONS AND PRICING BY OTHER PUBLIC AGENCIES**

Consultant and County agree that the terms of this Contract may be extended to any other public agency located in the State of California, as provided for in this section. Another public agency wishing to use the provisions, terms, and pricing of this Contract to contract for equipment and services comparable to that described in this Contract shall be responsible for entering into their own contract with Consultant, as well as providing for their own payment provisions, making all payments, and obtaining any certificates of insurance and bonds that may be required. County is not responsible for providing to any other government agency any documentation relating this Contract or its implementation. Any government agency that uses provisions, terms, or pricing of this Contract shall by virtue of doing so be deemed to indemnify and hold harmless County from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. County makes no guarantee of usage by

other users of this Contract nor shall the County incur any financial responsibility in connection with any contracts entered into by another government agency. Such other government agency shall accept sole responsibility for placing orders and making payments to Consultant.

**37. DISBARMENT OR SUSPENSION OF CONSULTANT**

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

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

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

**38. EXECUTION IN COUNTERPARTS**

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

**39. LOCAL EMPLOYMENT POLICY**

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

**40. ENTIRE CONTRACT**

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



COUNTY ADMINISTRATOR'S OFFICE

Michael D. Johnson  
County Administrator

Birgitta E. Corsello  
Assistant County Administrator

675 Texas Street, Suite 6500  
Fairfield, CA 94533-6342  
(707) 784-6100  
Fax (707) 784-7975



**NOTICE TO QUALIFIED INDIVIDUALS/FIRMS  
REQUEST FOR QUALIFICATIONS**

**PROJECT MANAGEMENT SERVICES  
FOR  
SOLANO360 FAIRGROUNDS REDEVELOPMENT PROJECT**

**SOLANO COUNTY ADMINISTRATOR'S OFFICE  
SOLANO COUNTY, CALIFORNIA**

**INTRODUCTION**

The Solano County Administrator's Office is requesting Statements of Qualifications (SOQ) from qualified individuals/firms to provide Project Management Services for the Solano360 Fairgrounds Redevelopment Project ("Solano360").

The purpose of this RFQ is to procure the services of an individual or firm (hereinafter "firm") to provide project management services to assist the County of Solano and the City of Vallejo on preparing the Specific Plan and EIR for the Solano360 Project.

**NOTICE IS GIVEN:**

That the COUNTY OF SOLANO, COUNTY ADMINISTRATOR'S OFFICE, will receive submittals from qualified individuals/firms for PROJECT MANAGEMENT SERVICES as outlined in this RFQ which can be obtained from the address listed below:

SUBMITTAL DUE: 4:00 P.M. Pacific Standard Time, MARCH 8, 2011

County of Solano  
County Administrator's Office  
Attn: Ron Grassi, Principal Management Analyst  
675 Texas Street, Suite 6500  
Fairfield, CA 94533



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### **ATTACHMENTS:**

SOLANO COUNTY STANDARD CONTRACT AGREEMENT	EXHIBIT A, B and C
EVALUATION CRITERIA	ATTACHMENT 1
SUBMITTAL CHECK LIST	ATTACHMENT 2

## **TENTATIVE SCHEDULE FOR SELECTION PROCESS**

RFQ Published	February 18, 2011
RFQ Inquiries from Responding Firms received by County	February 28, 2011
County Issues Response to RFQ Inquiries	March 2, 2011
Statement of Qualification Due No Later than 4:00 P.M.	March 8, 2011
Evaluation and Ranking	March 9, 2011
Notify Shortlisted Firms	March 9, 2011
Oral Interviews	March 11, 2011
Final Evaluation	March 14, 2011
Signed Agreement from Contractor	March 15, 2011
Board of Supervisors Approval	March 22, 2011

Note: Dates are tentative and subject to change at the sole discretion of the County.

## **PART I – GENERAL CONDITIONS**

### **1.01 Request for Qualifications/Rules for Competition**

The competitive method used for this solicitation is known as a "Request for Qualifications" (RFQ). Firms shall be ranked and selected according to their Statement of Qualifications (SOQ). Interviews and negotiations will be conducted with the top ranked firms. Costs for developing the SOQ are entirely the responsibility of the firm submitting the SOQ, and shall not be chargeable to the County.

All firms submitting an SOQ must mail or deliver one (1) original and five (5) copies of their SOQs to:

County of Solano  
County Administrator's Office  
675 Texas Street, Suite 6500  
Fairfield, CA 94533  
Attn: Ron Grassi, Principal Management Analyst

***All documents required by this RFQ must be received at the above designated location. Packages must be delivered such that they are complete and received NO LATER THAN 4:00 P.M., Pacific Standard Time, March 8, 2011. (See ATTACHMENT 2 - Submittal Checklist)***

No facsimile (fax) or e-mail documents will be accepted. Timely delivery of the submittals to the County is the sole responsibility of the responding firm. Late receipt of the SOQ's may be grounds for rejection.

Responding Firms assume the risk of the method of dispatch chosen. The County assumes no responsibility for delays caused by any delivery service. Postmarking by the due date shall not substitute for actual receipt of the submittal by the County. Late submittals shall not be accepted nor shall additional time be granted to any Responding Firm.

### **1.02 RFQ Inquiries & Requests for Additional Information**

Inquiries regarding the RFQ shall be made in the following way:

By mail/email or fax to:

County of Solano  
County Administrator's Office  
675 Texas Street, Suite 6500  
Fairfield, CA 94533  
Attn: Ron Grassi, Principal Management Analyst

Email: [ragrassi@solanocounty.com](mailto:ragrassi@solanocounty.com)

Fax: (707) 784-7975

These inquiries shall be accepted no later than March 2, 2011. Written responses to the inquiries shall be issued no later March 4, 2011.

### **1.03 Statement of Qualifications (SOQ)**

Response to this solicitation will be in the form of a Statement of Qualifications (SOQ) according to the format described in Part IV. The SOQ shall document the firm's qualifications as they apply to the Work Statement found in Part III.

County of Solano will evaluate all responses using the evaluation sheet in ATTACHMENT 1. The selection panel will consist of representatives from Solano County, the City of Vallejo and the Solano County Fair Association. Composition of the selection panel is subject to change at the sole discretion of the County. Firms will be ranked in numerical order based on the scoring of the firm in relation to the evaluation criteria.

### **1.04 Changes to the Statement of Qualifications**

The Statement of Qualifications cannot be changed after the time and date designated for receipt of the submittal.

### **1.05 Rejection**

A Statement of Qualifications may be rejected if it deviates in any substantial respect from the requirements of the RFQ, as determined solely by the County of Solano. Grounds for rejection might include, but are not necessarily limited to, the following:

- A. Submittal is received at any time after the specified time and date set for receipt of SOQ.
- B. An incorrect number of copies of the submittal are received.
- C. Submittal is not prepared in the format described in Part IV.
- D. Submittal contains false or misleading statements or references which, in the exclusive judgment of County of Solano, do not support an attribute or condition contended by the responding firm or if, in the exclusive judgment of County of Solano, the information contained is intended to mislead County of Solano in its evaluation of the SOQ and the attribute, condition, or capability of a requirement of this RFQ.
- E. Submittal is without an original wet-signed cover letter.
- F. Submittal has no Statement of Acknowledgment of review and acceptance of the County's Standard Contract Agreement (EXHIBIT A, B and C).
- G. Submittal is sent in whole or in part by facsimile (fax) or by e-mail.

### **1.06 Interviews**

Interviews will be scheduled with the top ranked firms submitting SOQ's. These firms should be available for interviews March 11, 2011 (these dates are subject to change).

Information regarding the interview process will be provided to short-listed firms only. The interview process will be administered such that all short-listed firms will have equivalent amounts of time and opportunity to present.

Upon completion of the interviews, County of Solano may make adjustments to the scores and re-rank the top competitors. Personnel whose resumes are provided in the SOQ shall be in attendance at the interview. Key individuals that will be assigned as liaison to County of Solano shall be responsible for the presentation.

### **1.07 Negotiations**

Following interviews, the County will begin negotiations with the top-ranked firm.

If negotiations with the highest ranking firm fail, the County will enter into negotiations with the next highest ranked firm and so on.

### **1.08 Non-negotiable Provisions**

Since County contracts are subject to Government and Public Contract Codes, there are provisions which must be included in County contracts which may not be subject to negotiations as solely determined by County Counsel and Risk Management. A sample of the County's Standard Contract Agreement is included (EXHIBIT A, B and C). Responding firms are required to review the County's Standard Contract Agreement Form and accept it with or without qualification. (See *Part IV, Statement of Qualifications Format, Section 5: Contract Modifications*)

### **1.09 Contract Termination/Duration**

As noted in EXHIBIT C, the Contract may be terminated at any time by either party without cause upon a minimum of 30 days written notice. All documents regarding the Project shall be transferred to the County of Solano, County Administrator's Office at the time of termination and shall become the sole property of Solano County.

The initial contract term will be through June 30, 2012.

### **1.10 Signature of the Firm Submitting the SOQ**

The Statement of Qualifications shall include a cover letter signed by an individual who is authorized to bind the responding firm contractually. The name and title of the individual signing the SOQ shall be typed immediately below the signature.

### **1.11 Other Information**

- A. Disposition of SOQs - All materials submitted in response to this RFQ will become the property of the County, and may at any time subsequent to contract signing be reviewed and evaluated by any person, and may be returned only at County's option and at the responding firm's expense. One copy of each SOQ shall be retained for official County files and will be a public document.
- B. County Use of Replies - The County has the right to use any or all ideas or concepts presented in any SOQ. Selection or rejection of the responding firm does not affect this right.
- C. Contact for Information - Oral communications by County employees concerning the RFQ shall not be binding on the County and shall in no way excuse the responding firm of obligations as set forth in the RFQ.

- D. Modification or Withdrawal of SOQ - Any SOQ may be withdrawn or modified by written request of the responding firm if such a request is received by the County at the above address before the date set for receipt of the SOQ.
- E. Right to Reject Any or All SOQs - It is the standard practice of the County not to solicit SOQs unless there is a bona fide intention to award a contract. However, the County does reserve the right to reject any or all SOQs. The County reserves the right to terminate proceedings at any time.

## **PART II - BACKGROUND**

### **2.01 Project Vision**

The Solano360 Project Vision initiates the long-term revitalization of the Solano County Fairgrounds, a 149-acre County-owned property located within the City of Vallejo, California. Situated at the crossroads of State Route 37 and Interstate 80 between San Francisco and Sacramento, the site offers a remarkable opportunity and potential for public-private use of an underutilized but highly visible site.

In recognition of the project's significance, the Visioning Process, made possible through project funding by Solano County, encompassed nine months of intensive community outreach, planning, and analysis under the direction of the Solano360 Committee, a joint County-City group comprised of two members of the Solano County Board of Supervisors and three members of the Vallejo City Council. With input from the community workshops and the Solano County Fair Board, the public process has resulted in a Project Vision that offers flexible, sustainable options for a diverse and future-oriented program of uses to be developed over time. The defining features of the Project Vision are the Public Entertainment Zone and the Fair of the Future Zone which are seamlessly integrated. The Public Entertainment Zone provides an active gathering place which will be home to a waterside pedestrian trail, restaurants, public art, main street shops, terraced seating, and water-related activities. The Fair Zone continues the 60-year tradition of the annual Solano County Fair and houses a world class Exhibition Hall, organic demonstration farm, children's discovery island, and flexible sports fields and other multi-use facilities.

These distinct zones are anchored by a 100,000 square foot Exhibition Hall that will be the site of consumer shows, conventions and indoor sporting events; the entertainment retail site to the north of the site that will act as a regional public attractor and revenue generator; Six Flags Discovery Kingdom to the west across Fairgrounds drive, that enjoys over 1.5 million visitors a year; and a potential multipurpose Arena to the south for special events and concerts. Sports fields, a transit center and a mix of hospitality, office and retail uses make up the balance of the Project Vision.

More information about the Solano360 Project can be found at the Project's website: [Solano360.org](http://Solano360.org).

### **2.02 Current Project Status**

The City of Vallejo and County of Solano executed an Amended and Restated MOU on February 9, 2010 which was most recently amended on February 1, 2011 that provides for the structure of how the Solano360 project will be developed. The County has engaged the

services of SWA Group as the land planner to prepare the Specific Plan and the firm of Michael Brandman and Associates to prepare the EIR. The County is working in partnership with the City of Vallejo and the Solano County Fair Association to prepare the Specific Plan and EIR concurrently using common sub-consultants for the Specific Plan and EIR when possible. Currently, the County is in the process of engaging the following sub-consultants: architecture, civil engineer, transportation/traffic and has identified the need for fiscal/financial feasibility and sustainability sub-consultants.

## **PART III - SCOPE OF WORK**

### **3.01. Project Management**

1. Project Management: Coordinate the work of all consultants, County staff, City staff and Fair Management to ensure benchmarks are met and successful completion of Solano360 entitlement process as described in the Amended and Restated MOU between County and City. Provide comprehensive day-to-day Project management based on the following organization structure:
  - a. **Solano360 Committee** - This group is made up of elected officials serving in respective County and City Solano360 Ad Hoc Committees along with representatives of the Solano County Fair Association ("SCFA") Board. This Committee will provide policy direction throughout the Project and report back to their respective governing bodies. Consultant will be called on as required to provide or coordinate provision of graphic information and make presentations before the Solano360 Committee to facilitate Project decisions.
  - b. **Steering Committee** – This group has authority to make final decisions concerning project issues within the projects established scope, cost and schedule. This committee, whose composition may vary, consists of representatives from various County/City/SCFA Departments/Divisions who are stakeholders in the project/work effort as well as representatives from the Executive and Senior Management Groups of County/City/SCFA personnel. Consultant will organize and actively participate in all Steering Committee meetings for assigned projects/work efforts and will be called-on as required to provide or coordinate provision of graphic information and make presentations before the Steering Committee to facilitate issue resolution.
  - c. **Work Group** - This group, who performs the day-to-day work required to progress each project/work effort, implements the decisions made by the Solano360 and Steering Committees and formulates recommendations for consideration by these committees. This group, whose composition may vary from project to project, consists of representatives from various County/City/SCFA Departments/Divisions who are stakeholders in the project/work effort. Consultant will organize and actively participate in all Work Group meetings for assigned projects/work efforts and will be called-on as required to provide or coordinate provision of graphic information and make presentations before the Work Group to facilitate issue resolution.



## Request for Qualifications

### County of Solano

County Administrator's Office

Solano360 Project Management Services

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- d. **Authorities Having Jurisdiction** – The Solano County Department of Resource Management acts as the primary local regulatory Authority Having Jurisdiction in matters regarding Building Codes, Planning and Environmental issues for “public purposes” areas of the Project. The City of Vallejo will also have regulatory authority over specific aspects of the work performed for “private purposes” throughout the Project. “Public purposes” and “private purposes” areas will be further refined throughout the entitlement process. Depending on specific project needs, other federal, state, and local agencies may also be Authorities Having Jurisdiction.
2. Documentation: Organize and manage all existing and new project files and documents at Consultant's local office, with relevant copies provided to the County as required.
3. Consultants: Coordinate key team members to aid in the entitlement process for the following disciplines and/or processes:
- Land Planning, Specific Plan and Design Guidelines
  - California Environmental Quality Act (“CEQA”) for Environmental Impact Report
  - Outside legal counsel to the extent necessary (it is Consultant's understanding that most of the legal work will be executed by County Counsel's office)
  - Civil Engineering
  - Soils Engineering
  - Wetlands and Biological consulting
  - Environmental Consulting
  - Transportation Consulting
  - Sustainability Consulting
  - Market/Economics Research
  - Fiscal Impact Analysis
  - Public Facilities Financing Plan
  - Revenue Sharing/Financial Participation
  - Redevelopment Plan Amendment/Extension, if applicable

Consultant will assist with the recruitment and/or selection of those key team members as necessary, specifically, but not limited to the financial consultant to be hired jointly by the City and County.

4. Budget: Manage all approved Project budgets/contracts within the approved funding limits. Review and recommend approval for submitted Project invoices.
5. Schedule: Manage an overall project schedule.
6. Meetings: Provide staff support for all meetings including preparation of agendas and staff reports and requisite notice, attendance at all meetings, preparation of meetings minutes, coordination of consultant for meetings. Establish and lead regularly scheduled Project meetings, including:
- Internal project team (Work Group) meetings

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- Steering Committee meetings including appropriate City of Vallejo, Solano County Fair Association, and Solano County Staff. Occasionally this group will include other resources, such as the Solano Transportation Authority, etc.
  - Solano360 public meetings with representatives of the City Council, Board of Supervisors and SCFA.
  - Other community meetings, as necessary.
7. Reporting: Provide minutes to all project meetings and a summary monthly report on Project status. Maintain official Project records.
  8. Public Information/Outreach: Coordinate with (if hired separately by County) or retain the firm to provide public information and stakeholder engagement to ensure process provides adequate public input in advance of Board of Supervisors, Fair Board and City Council decision making.
  9. Other: Facilitate forward progress of project through ad hoc meetings, conference calls and presentations. Track individual Project deliverables.

### **3.02. Land Planning and Entitlements**

1. Overall Project Management: Manage project team with reporting to and input from Solano360 and Steering Committees and Work Group.
2. Land Planning: Assist with the refinement of the land plan created during Visioning Phase as necessary or desired.
3. Program Requirements: Work with various constituents to further develop program requirements for public facilities and land uses.
4. Engineering: Explore value engineering opportunities that lessen project costs while maintaining the integrity of the Project Vision.
5. Project Economics: Manage a working economic model to evaluate market conditions, land use assumptions, project costs and finance opportunities as the entitlements are prosecuted. Coordinate meetings and discussions regarding the development and negotiation of agreements (e.g. Revenue Sharing Agreement, Owner Participation Agreement, etc.) with the Solano County Fair Association, City of Vallejo and Vallejo Redevelopment Agency, as requested. Coordinate the market testing of the Specific Plan at key stages of the entitlement process through the engagement of developers to determine financial feasibility of the Specific Plan and construct financing models.
6. End-User Outreach: Conduct outreach and respond to inquiries from potential end-users to maximize project feasibility and future marketability.
7. Agency Coordination: Manage project team, working with the City of Vallejo, SCFA, Solano County and appropriate Resource Agencies to secure the following:

## Request for Qualifications

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- Self-mitigating Specific Plan created and processed concurrently with the Environmental Impact Report. The Specific Plan will include Design Guidelines and Development Standards.
- Full Environmental Impact Report. The County will act as the lead agency and this work will build upon the initial information developed during the visioning process. Maximum flexibility will be factored into the programmatic EIR to study alternative land uses to meet future market demands.
- General Plan Amendment.
- Zoning Change.
- Resource Agency permits as required, potentially including a 401/404 permit through the U.S. Army Corps of Engineers and a 1602 Streambed Alteration agreement through the California Department of Fish & Game.
- Other permits and studies as required (e.g. Fiscal Impact Study for City of Vallejo).

### 3.03. Additional Services

Additional services and special projects may be needed to support the entitlement process. Below are a few of the special projects that have been discussed. Such services will be provided upon written direction from the County.

1. Collateral Materials Design and Production: Design, layout, production and printing of informational/educational materials that support the entitlement process. Examples include project fact sheets, backgrounders, presentations, etc.
2. Community Workshops/Event Reimbursables. A minimum of one community workshop/public meeting per quarter will be held. These workshops will require additional supplies and equipment, including but not limited to facility and equipment rentals, catering, parking assistance, signage, etc.
3. Display Advertising. Consultant will design and manage the placement of public notices in the local newspapers notifying the community of upcoming workshops, meetings, etc.
4. Miscellaneous Graphic Design. In addition to the services listed above, Consultant recommends a budget be reserved for miscellaneous graphic design to support the ongoing community outreach program.
5. Miscellaneous Reimbursables. Consultant recommends a budget be reserved for miscellaneous reimbursables such as printing and other out-of-pocket expenses.

## **PART IV – STATEMENT OF QUALIFICATIONS FORMAT**

In responding to this request for qualifications, the responding firm is expected to demonstrate knowledge, experience and ability to perform each of the tasks listed and provide services being requested. If the responding firm makes no response on an item, the evaluators will assume that the firm has no expertise in that area.

**Cover:**

Must be titled:

Statement of Qualifications  
for  
Solano360 Project Management Services

### **Table of Contents**

#### **Section 1: Summary**

- Cover letter signed by an individual who is authorized to bind the responding firm contractually. The name and title of the individual signing the SOQ cover letter shall be typed immediately below the signature.
- Summarize the firm's overall approach in fulfilling the objectives and goals of the contract.
- Name individual(s) that will be directly involved and responsible in carrying out legislative the services listed in Section 3 of the RFQ.

#### **Section 2: Firm's Background/Organizational History**

Describe in detail work the firm's background with regards to:

- Longevity,
- Service Capability,
- Geographic Location,
- Depth of Resources,
- Stable Client Base,
- Past Performance with either Solano County or City of Vallejo (if applicable)

#### **Section 3: Firm's Level of Experience**

Describe in detail work the firm's experience with regards to:

##### **Similar Project Experience**

- Experience managing public sector contract codes, building codes, administrative regulations,
- Experience managing pre-design and entitlement phases of similar projects
- Experience presenting in a public forum to the general public and/or elected officials
- Experience with managing complex mixed-use development projects
- Experience managing projects with multiple stakeholders
- Nature and quality of recently reported work within the last five years

**Budget/Schedule Experience**

- A demonstrated ability to meet internal and project deadlines, major milestone and overall project schedule, including Critical Path Analysis, Value Engineering processes, identifying specific forecast and recovery tools/ methods used to maintain schedules.
- A demonstrated ability to manage and design projects within the stipulated project budget, including forecast and recovery tools/methods used to maintain budget
- A demonstrated ability to responsibly maintain an up to date project budget model based on design phase incorporating current market factors throughout the course of the project.
- A demonstrated ability to produce, maintain, monitor and/or evaluate cost-loaded schedules.

**Section 4: Cost Proposal**

It is the County's intent to negotiate a fixed fee, not to exceed contract for mutually agreed upon services. Proposal will contain the cost to Solano County for project management services to bring the Project through entitlement and should include a standard rate schedule, including hourly rates for each position (correlating job title with the position for hourly rates listed), and reimbursable expenses. Differentiate standard or basic services from services the Responding Firm and its subcontractors/subconsultants would consider to be additional services.

- Reasonableness of rates in relation to peer firms and industry standard
- Reasonableness of reimbursable expenses
- Differentiation and reasonableness of basic services vs. additional services

**Section 5: Contract Modifications**

Include a statement of acknowledgment that the County's Standard Contract Agreement (EXHIBIT A, B and C) has been reviewed and accepted with or without qualification. If qualifications are involved, those items requiring adjustment or modification must be identified and listed along with suggested modifications to the contract. The scope of work for the contract will be developed during the negotiation process but will initially be based on the Task List in Section 3.03 of the RFQ. If no modifications to the Agreement are noted, then the County will assume that the Firm is capable of performing all normal managerial tasks and services without reservation or qualification to the Agreement.

**END OF REQUEST FOR QUALIFICATIONS**

**EXHIBIT A**



**County of Solano  
 Standard Contract**

For County Use Only CONTRACT NUMBER: (Dept., Division, FY. #)  BUDGET ACCOUNT:  SUBJECT ACCOUNT:
--

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

\_\_\_\_\_  
 CONTRACTOR'S NAME

2. The Term of this Contract is:

3. The maximum amount of this Contract is:

\$ \_\_\_\_\_

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

- Exhibit A – Scope of Work
- Exhibit B – Budget Detail and Payment Provision
- Exhibit C – General Terms and Conditions
- Exhibit D – Special Terms and Conditions

The parties have executed this Contract as of the \_\_\_ day of \_\_\_\_\_, 20\_\_.

CONTRACTOR	COUNTY OF SOLANO
CONTRACTOR'S NAME _____	AUTHORIZED SIGNATURE _____ DATED _____
SIGNATURE _____ DATED _____	TITLE _____
PRINTED NAME AND TITLE _____	ADDRESS _____
ADDRESS _____	CITY _____ STATE _____ ZIP CODE _____
CITY _____ STATE _____ ZIP CODE _____	Approved as to Content: DEPARTMENT HEAD OR DESIGNEE _____ DATED _____
	Approved as to Form: COUNTY COUNSEL _____ DATED _____

**CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE**

Rev. 01/19/07

County of Solano  
Standard Contract

Exhibit B  
Budget

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

[Insert budget detail and payment provision].

**1. METHOD OF PAYMENT**

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

County of Solano  
Standard Contract

Exhibit C  
General Terms and Conditions

**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS**

**1. CLOSING OUT**

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

**2. TIME**

Time is of the essence in all terms and conditions of this Contract.

**3. TIME OF PERFORMANCE**

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

**4. TERMINATION**

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

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

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

**5. SIGNATURE AUTHORITY**

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

**6. WARRANTY**

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

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

**7. INSURANCE**

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



County of Solano  
Standard Contract

**Exhibit C**  
**General Terms and Conditions**

and the results of that work by Contractor, Contractor's agents, representatives, employees or subcontractors.

**B. Minimum Scope of Insurance**

Coverage must be at least as broad as:

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

**C. Minimum Limits of Insurance**

Contractor must maintain limits no less than:

- |   |   |  |
|---|---|--|
| (1) General Liability:<br>(Including operations, products<br>and completed operations.) | <b>\$1,000,000</b>                      | per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| (2) Automobile Liability:   | <b>\$1,000,000</b>                      | per accident for bodily injury and property damage.  |
| (3) Workers' Compensation:  | As required by the State of California. |  |
| (4) Employer's Liability:   | <b>\$1,000,000</b>                      | per accident for bodily injury or disease.   |

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

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

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

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

**F. Other Insurance Provisions**

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

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

(2) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.

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

G. Waiver of Subrogation

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

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

H. Acceptability of Insurers

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

I. Verification of Coverage

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

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

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

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

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

**8. BEST EFFORTS**

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

**9. DEFAULT**

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

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to commence to cure the default within 30 days after notification, then Contractor's failure shall terminate this Contract.

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

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

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

**10. INDEMNIFICATION**

A. Contractor will indemnify, hold harmless and assume the defense of the County of Solano, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from Contractor's operations or from any persons directly or indirectly employed by, or acting as agent for, Contractor, excepting the sole negligence or willful misconduct of the County of Solano. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Contractor's services, as well as during the progress of rendering such services.

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

**11. INDEPENDENT CONTRACTOR**

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

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

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

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

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

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

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

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employment.

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

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

**12. RESPONSIBILITIES OF CONTRACTOR**

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

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

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

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

**13. COMPLIANCE WITH LAW**

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

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

**14. CONFIDENTIALITY**

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

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

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

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

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

**15. CONFLICT OF INTEREST**

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

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

**16. DRUG FREE WORKPLACE**

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

**17. HEALTH AND SAFETY STANDARDS**

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

**18. CHILD/ADULT ABUSE**

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

**19. INSPECTION**

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

**20. NONDISCRIMINATION**

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

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

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**21. SUBCONTRACTOR AND ASSIGNMENT**

- A. Services under this Contract are deemed to be personal services.
- B. Contractor shall not subcontract any work under this Contract nor assign this Contract or monies due without the prior written consent of the County's Contract Manager, the County's applicable Department Head or his or her designee and the County Administrator subject to any required state or federal approval.
- C. If County consents to the use of Subcontractors, Contractor shall require and verify that its subcontractors maintain insurance meeting all the requirements stated in Section 7 above.
- D. Assignment by Contractor of any monies due shall not constitute an assignment of the Contract.

**22. UNFORESEEN CIRCUMSTANCES**

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

**23. OWNERSHIP OF DOCUMENTS**

- A. County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Contract by County or upon completion of the work pursuant to this Contract.
- B. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

**24. NOTICE**

- A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the first page of this Contract.
- B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

**25. NONRENEWAL**

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

**26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS**

- A. The County's obligation under this Contract is subject to the availability of authorized funds. The County may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy of the County, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent Amendment, the County may, upon written Notice to the Contractor, terminate this Contract in whole or in part.
- B. Payment shall not exceed the amount allowable for appropriation by the County Board of Supervisors. If the Contract is terminated for non-appropriation:
  - i. The County will be liable only for payment in accordance with the terms of this

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Contract for services rendered prior to the effective date of termination; and

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

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

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

- (1) Cancel this Contract; or,
- (2) Offer a contract amendment reflecting the reduced funding.

**27. CHANGES AND AMENDMENTS**

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

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

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

**28. CHOICE OF LAW**

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

**29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

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

**30. WAIVER**

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

**31. CONFLICTS IN THE CONTRACT DOCUMENTS**

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

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General Terms and Conditions

**32. FAITH BASED ORGANIZATIONS**

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

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

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

**33. PRICING**

Should Contractor, at any time during the term of this Contract, provide the same goods or services under similar quantity, terms and conditions to one or more counties in the State of California at prices below those set forth in this Contract, then the parties agree to amend this Contract so that such lower prices shall be extended immediately to County for all future services.

**34. USE OF PROVISIONS, TERMS, CONDITIONS AND PRICING BY OTHER PUBLIC AGENCIES**

Contractor and County agree that the terms of this Contract may be extended to any other public agency located in the State of California, as provided for in this section. Another public agency wishing to use the provisions, terms, and pricing of this Contract to contract for equipment and services comparable to that described in this Contract shall be responsible for entering into their own contract with Contractor, as well as providing for their own payment provisions, making all payments, and obtaining any certificates of insurance and bonds that may be required. County is not responsible for providing to any other government agency any documentation relating this Contract or its implementation. Any government agency that uses provisions, terms, or pricing of this Contract shall by virtue of doing so be deemed to indemnify and hold harmless County from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. County makes no guarantee of usage by other users of this Contract nor shall the County incur any financial responsibility in connection with any contracts entered into by another government agency. Such other government agency shall accept sole responsibility for placing orders and making payments to Contractor.

**35. DISBARMENT OR SUSPENSION OF CONTRACTOR**

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



County of Solano  
Standard Contract

Exhibit C  
General Terms and Conditions

investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in the Federal Healthcare Programs or any state healthcare programs.

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

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

**36. EXECUTION IN COUNTERPARTS**

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

**37. LOCAL EMPLOYMENT POLICY**

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

**38. ENTIRE CONTRACT**

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

**ATTACHMENT 1**

**EVALUATION CRITERIA**

**Maximum  
Points  
30**

**Background**

- Longevity,
- Service Capability,
- Geographic Location,
- Depth of Resources,
- Stable Client Base,
- Past Performance with either Solano County or City of Vallejo (if applicable)

**Technical Experience**

**50**

**Similar Project Experience**

- Experience managing public sector contract codes, building codes, administrative regulations,
- Experience managing pre-design and entitlement phases of similar projects
- Experience presenting in a public forum to the general public and/or elected officials
- Experience with managing complex mixed-use development projects
- Experience managing projects with multiple stakeholders
- Nature and quality of recently reported work within the last five years

**Budget/Schedule Experience**

- A demonstrated ability to meet internal and project deadlines, major milestone and overall project schedule, including Critical Path Analysis, Value Engineering processes, identifying specific forecast and recovery tools/ methods used to maintain schedules.
- A demonstrated ability to manage and design projects within the stipulated project budget, including forecast and recovery tools/methods used to maintain budget
- A demonstrated ability to responsibly maintain an up to date project budget model based on design phase incorporating current market factors throughout the course of the project.
- A demonstrated ability to produce, maintain, monitor and/or evaluate cost-loaded schedules.

**Cost Proposal**

**20**

- Reasonableness of rates in relation to peer firms and industry standard
- Reasonableness of reimbursable expenses
- Differentiation and reasonableness of basic services vs. additional services

**Total Points Possible**

**100**

Describe in detail work the firm's background with regards to:

**ATTACHMENT 2**

**Submittal Check List**

## Request for Qualifications

### County of Solano

County Administrator's Office

Solano360 Project Management Services

Page No. 27

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All items listed below shall be included in submittal package at time of delivery to County Offices as per the Request for Qualifications. This list is intended to assist responding firms. It is the sole responsibility of each responding firm to

1. Addressed to: County of Solano  
County Administrator's Office  
675 Texas Street, Suite 6500  
Fairfield, CA 94533  
Attn: Ron Grassi, Principal Management Analyst
2. Received by County no later than 4:00 P.M., Pacific Standard Time on March 8, 2011.
3. One (1) original and five (5) copies of SOQ Submittal in format specified in Part IV of RFQ including Cost Proposal.
4. Statement of acknowledgement of review and acceptance (with or without qualification) of the County's Standard Contract Agreement (EXHIBIT A, B and C).
5. Fax or e-mail copies of SOQ will **not** be accepted.

COUNTY ADMINISTRATOR'S OFFICE

MICHAEL D. JOHNSON  
COUNTY ADMINISTRATOR  
COUNTY OF SOLANO



COUNTY ADMINISTRATOR'S OFFICE  
675 TEXAS STREET, SUITE 6500  
FAIRFIELD, CALIFORNIA 94533-6342  
(707) 784-6100  
FAX (707) 784-7975  
<http://www.co.solano.ca.us>

March 23, 2011

Scott Goldie  
Brooks Street  
1340 Treat Blvd., Suite 220  
Walnut Creek CA 94597

Re: Notice of termination of Solano360 Fairgrounds Redevelopment Project contract

Dear Scott:

The purpose of this letter is to officially notify you that the Solano County Board of Supervisors took action yesterday to terminate your contract for project management services for the Solano360 Redevelopment project.

The County will compensate you for costs incurred in for the maintenance of the website from October 1, 2010 through April 30, 2011 upon submission of an invoice. It is my understanding that Wanda Chihak had previously transmitted all supporting documents from the Vision phase but to the extent that there are project documents and/or meeting minutes from the Entitlement Phase, I would appreciate if you would send those materials to the attention of Ron Grassi, Prinicipal Management Analyst in my office.

I want to thank you for the work that you and your associates put into the Solano360 Vision. Your team assisted in the creation of a concept of a Project that has the potential to serve the "Fair of the Future" and the citizens of Solano County well in the years to come.

Sincerely,



Michael D. Johnson  
County Administrator

Cc: County Counsel  
Clerk of the Board



Solano360

PROJECT ORGANIZATIONAL STRUCTURE

<i>Solano360 Steering Committee</i>	<i>Meeting schedule to be set with location &amp; time</i>	
<b>County</b>	<b>City of Vallejo/RDA</b>	<b>Fair Board</b>
Supervisor Spering	Mayor Davis	Chairwoman Pat Moreira
Supervisor Vasquez	Councilwoman Gomes	Gary Falati
	Councilman Sunga	Steve Messina

<i>Project team coordination group</i>	<i>Meeting schedule-bi weekly via conf call (still to be arranged)</i>	
<b>County</b>	<b>City of Vallejo/RDA</b>	<b>County Fair</b>
CAO	City Manager	Fair Board Manager
Assistant CAO	Assistant City Manager	
CAO analyst	Economic dev/RDA rep	
Legal Counsel	Legal Counsel	Legal Counsel
Project team as listed below	Contract planner	

<b>Other team members:</b>		
<b>Technical Support</b>	<b>Project management &amp; coordination</b>	<b>Team lead</b>
Project Management	Municipal Resource Group (Proposed)	Tom Sinclair
Project Planning/Engineering/Arch:	SWA with /MacKay & Sombs / BAR Architects	Elizabeth Shreeve
EIR/EIS consultant:	Michael Brandman & Associates	Michael Brandman
Financial Analysis- Performa & Financing:	To be determined	
Public information/communication:	To be determined	
Permit prep & submittal:	To be determined	

Coordination teams:

**Solano 90** – County staff: CAO, Assistant CAO, CAO mgmt analyst, Legal, project mgmt – meet weekly initially after all approvals to professional service agreements as needed for duration of project- (staff meeting- weekly)

**Project team coordination group:** CAO, Assistant CAO, CAO mgmt analyst, Legal (as needed), project mgmt, Fair Manager, Assistant City manager, Economic Dev Liaison, Contract Planner, SWA, project manager, Michael Brandman, others as needed – bi-weekly conf call (still to be set)

**Solano Fair Subcommittee:** CAO, Fair Board Manager, Assistant CAO, CAO mgmt analyst, Board members, Legal, Project mgmt, Fair Board Manager, Fair Board representatives, project technical team – meet as needed with focus on Fair specific aspects of the project (public meetings – currently set for bi weekly in Fairfield)

**Solano- Vallejo Subcommittee:** City/County- CAO, Assistant CAO, CAO mgmt analyst, Board members, Legal, Project mgmt, City elected reps, City Manager, Assistant City Manager, technical support if needed - meet to coordinate & facilitate city & county coordination (ad hoc, but noticed as public meetings, meetings scheduled as needed)

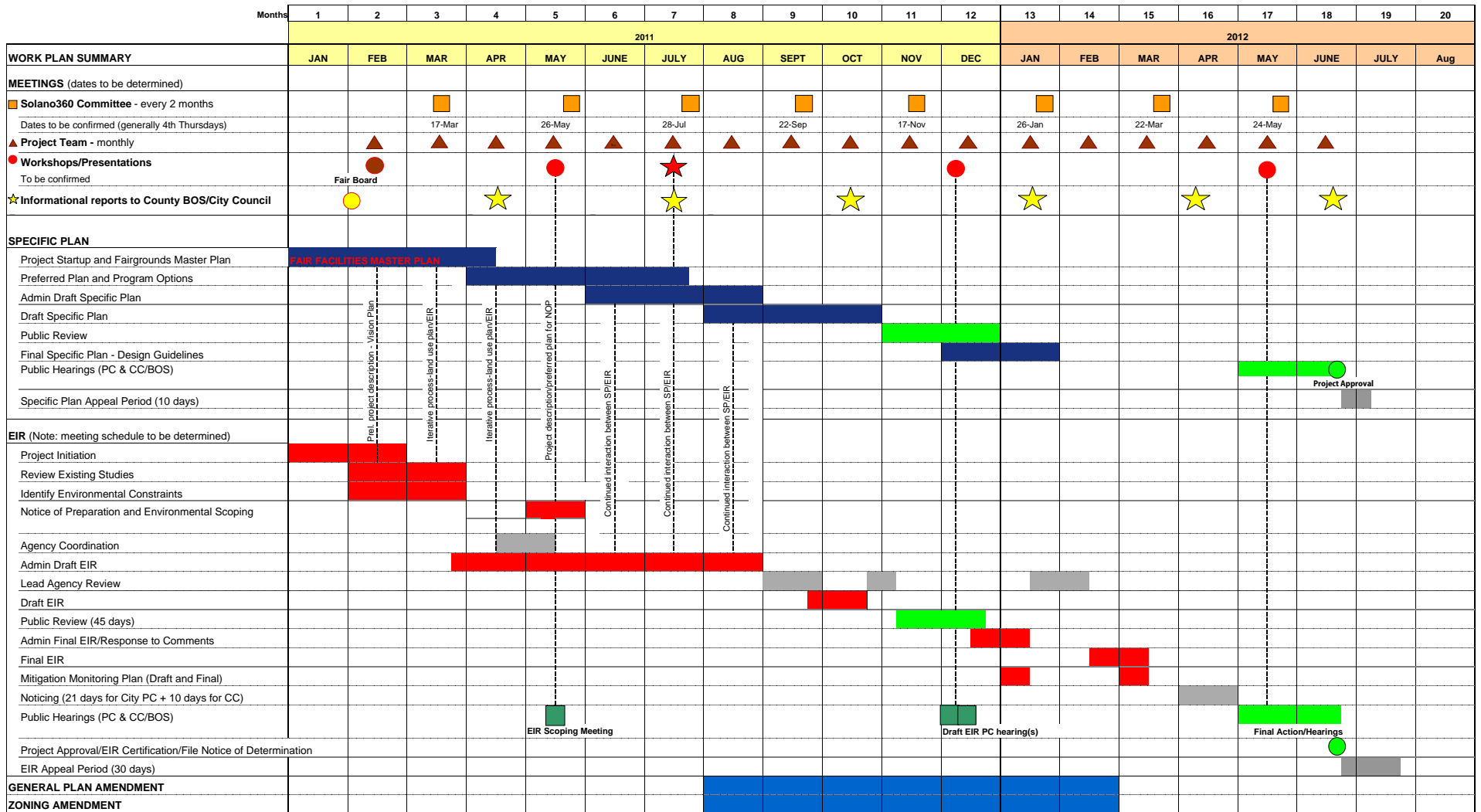
**Solano 360 Project Steering Committee** – Board of Supervisors representatives, designated City of Vallejo elected officials, Solano Fair Board designated members, all support staff, technical team members participate as needed depending on phase on the project (public meetings & set meeting schedule to be set)

**FOR DISCUSSION ONLY**

All dates to be confirmed



**TIMELINE FOR CONCURRENT SPECIFIC PLAN & EIR PROCESS**



Mar-10

**Solano County Fairground Redevelopment  
Preliminary Entitlement Budget - Concurrent Process**

Based on a 24 month entitlement period AND NO CHALLENGES.  
Based on Plan Concept approved by BOS and City Council 6/9/09

	Approved Budget Estimates- February 2010	Revised Budget- March 2011	Contract	Pd to date	Comments
<b>Project Management/Public Relations/Public Information - total costs</b>	\$ 720,000	\$ 720,000			
Project Management/Public Relations/Public Information @ \$30/mo.	\$ 720,000	\$ 720,000			
<i>Lucas, Austin &amp; Alexander dba Brook Street (approved May 2010) w/reinburseables up to \$200,000</i>			\$ 920,000	\$ 150,790	<i>contract suspended October 2010 pending further Board action</i>
Municiple Resoucre Group, LLC (proposed March 2011)			\$ 296,980		
Public Communication/outreach					To be determined
<b>City/County - (Revised MOU approved February 2011)</b>	\$ 460,000	\$ 435,000	\$ 435,000		
City costs for legal, planning etc per MOU	\$ 240,000	\$ 240,000	\$ 240,000	\$ 20,000	Per MOU
City/Processing Fees	\$ 10,000	\$ 10,000	\$ 10,000	\$ 13,102	Tentative Map Fee
County Fee as Lead Agency for CEQA	\$ 10,000	\$ 10,000	\$ 10,000		Approx 5% of EIR cost
City Water Master Plan Update	\$ 20,000				Moved to Civil Engineering below
City Sewer Master Plan Update	\$ 5,000				Moved to Civil Engineering below
City fees General Plan Amendment/Zoning	\$ 25,000	\$ 25,000	\$ 25,000		Per Vallejo Planning Dept
City Fees - Specific Plan					Part of Contract Planner's work
Legal on behalf of agencies	\$ 150,000	\$ 150,000	\$ 150,000	\$ 98,550	
<b>EIR Consultant - Michael Brandman &amp; Associates (approved February 2011)</b>	\$ 250,000	\$ 439,200	\$ 439,200		
Initiation/Kick Off/Site Visit	\$ 7,000	\$ 7,000	\$ 7,000		
Initial Study/NOP/Scoping Meeting	\$ 15,000	\$ 15,000	\$ 15,000		
Formulation of Alternatives	\$ 10,000	\$ 19,000	\$ 19,000		
Reimbursables		\$ 14,000	\$ 14,000		
<b>Environmental Impact Report Studies (Ad DEIR)</b>					
Agriculture Resources	\$ -	\$ -			
Biological	\$ 20,000	\$ 17,000	\$ 17,000		
Noise and Vibration	\$ 15,000	\$ -			
Transportation/Traffic - See Below	\$ 5,000	\$ 111,000	\$ 111,000		EIR plus subconsultant
Optional additional transportation analysis -\$9000					
Visual Resources, inc. Night Lights	\$ 10,000	\$ -			EIR scope includes visual sims.
Air Quality and Greenhouse Gas Analysis	\$ 18,000	\$ 24,000	\$ 24,000		
Cultural Resources		\$ 6,000	\$ 6,000		
Geology & Soils - See Below	\$ 4,000	\$ 6,000	\$ 6,000		EIR plus subconsultant

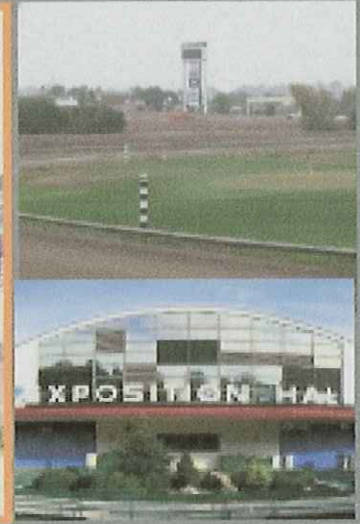
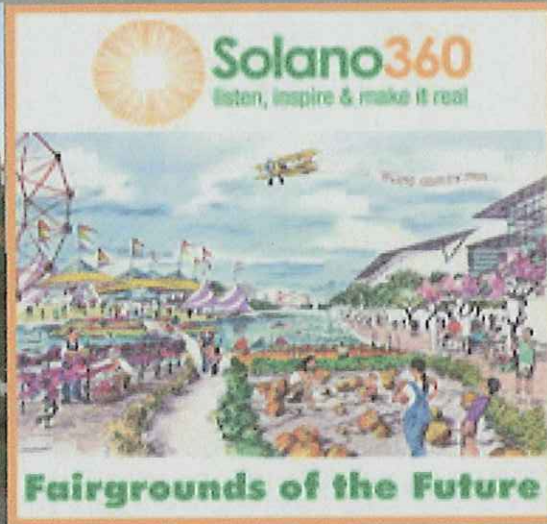
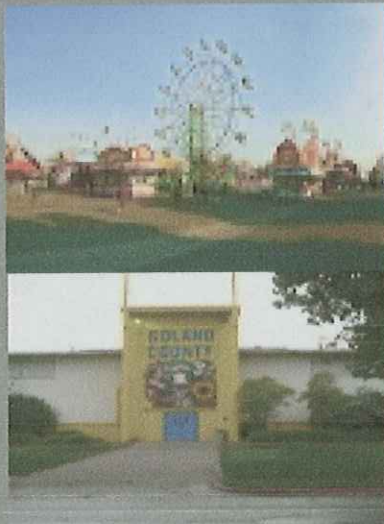
Hazards & Hazardous Materials	\$ 4,000	\$ 6,000	\$ 6,000		EIR plus subconsultant
Hydrology & Water Quality	\$ 7,500	\$ -			EIR plus subconsultant
Land Use and Planning - See Below	\$ 6,000	\$ -			
Mineral Resources	\$ -	\$ -			
Population and Housing	\$ 4,000	\$ -			EIR plus subconsultant
Public Services	\$ 7,500	\$ -			EIR plus subconsultant
Recreation	\$ 5,000	\$ -			EIR plus subconsultant
Urban Decay (see market/economics research section)		\$ 44,000	\$ 44,000		EIR subconsultant
Utilities, Energy & Service Systems	\$ 7,000	\$ -			EIR plus subconsultant
Water Supply Assmt SB610	\$ 15,000	\$ -			EIR plus subconsultant
DEIR, Resp to Comments, FEIR, MMRP, Findings	\$ 55,000	\$ 135,000	\$ 135,000		EIR plus subconsultant
Project Management, QA/QC, Meetings	\$ 10,000	\$ 15,200	\$ 15,200		EIR plus subconsultant
Project Management, QA/QC, Meetings	\$ 25,000	\$ 20,000	\$ 20,000		EIR plus subconsultant
<b>Specific Plan/Land Planning - SWA Group ( contract approved May 2010)</b>	<b>\$ 240,000</b>	<b>\$ 730,000</b>	<b>\$ 730,000</b>		<b>Original contract plus two contract amendments</b>
Consultant #1 to draft		\$ 250,000	\$ 250,000		
Onsite Master Utility Plan					Most done as part of Visioning by Civil - may need to tweak
Onsite Road circulation plan					Most done as part of Visioning by Civil - may need to tweak
Trail Circulation Plans					
Land Planner (SWA amendment #1 - February 2011)	\$ 50,000	\$ 20,462	\$ 20,462		Assumes only refinement of concept plan - no major plan or program changes
Design Guidelines (SWA amendment #1)	\$ 40,000	\$ 40,000	\$ 40,000		
New scope - "Fair of the Future" Master Plan (SWA amendment #1)		\$ 125,000	\$ 125,000		reduced budget project contingency
Reimbursables (SWA amendment #1)	\$ -	\$ 25,000	\$ 25,000		
Reimbursables (SWA amendment #2)	\$ -	\$ 18,788	\$ 18,788		
Addition meetings and supervision of subconsultants(SWA amendment #2)		\$70,750	\$ 70,750		
<b>Legal - CEQA/EIR (no challenges)</b>	<b>\$ 145,000</b>	<b>\$ 100,000</b>			Assumes in house counsel with some outside counsel
CEQA Strategy					
Respond to Public Comments					
Prepare CEQA Findings					
Draft EIR, Final EIR					
<b>Legal - Land Use</b>	<b>\$ 145,000</b>	<b>\$ 100,000</b>			Assumes in house counsel with some outside counsel
Specific Plan					
Statutory Development Agreement					
Owners Participation Agreement					
General Plan Amendment					
Zoning					
Tentative Map Issues (large lots)					



Design Guidelines issues					
Legal - Wetlands issues	\$ 65,000	\$ 65,000			Assumes in house counsel with some outside counsel
404/401 ESA Permitting					
1602 Streambed Alteration Agreements					
<b>Civil Engineering - Entitlement (SWA Amendment #2 March 2011)</b>	\$ 130,000	\$ 180,000	\$ 180,000		SWA Amendment #2
Engineering for SP, General Plan Update, EIR	\$ 80,000	\$ 64,000	\$ 64,000		
Engineering for Large Lot tentative map	\$ 50,000	\$ 40,000	\$ 40,000		
City Water Master Plan Update	\$ -	\$ 8,000	\$ 8,000		
City Sewer Master Plan Update	\$ -	\$ 8,000	\$ 8,000		
Topo/Record of Survey/Grading analysis/cost est/PG&E &FEMA	\$ 75,000	\$ 60,000	\$ 60,000		
Soils	\$ 5,000	\$ 5,000			
<b>Wetlands Permit</b>	\$ 95,000	\$ 95,000			
404 Ind Permit w/USACE	\$ 40,000	\$ 40,000			
401 Water Quality Certification w/SFRWQB	\$ 25,000	\$ 25,000			
1602 Streambed Alteration Agm w/CDFG	\$ 10,000	\$ 10,000			
Sect 7 Biological Assmt w/USFWS	\$ 20,000	\$ 20,000			
FEMA letter of Map Review					Included under Civil Engineering
PG&E Gas line Relocation					Included under Civil Engineering
<b>Transportation Traffic - Entitlement</b>	\$ 125,000	\$ -			
EIR Transportation Section/Traffic Analyses	\$ 75,000	\$ -	\$ -		Moved to EIR scope
Input to Site Plan/Outreach/Spec Plan	\$ 50,000	\$ -			Moved to EIR scope
<b>Sustainability Consultant - Entitlement</b>	\$ 75,000	\$ 75,000			
LEED NS Certification- (estimate)					
<b>Market/Economics Research - Entitlement</b>	\$ 135,000	\$ 70,000			
Consultant #1 - supplement work done during vision for Spec Plan& Public Financing	\$ 75,000	\$ 50,000			
Urban Decay Study for EIR	\$ 20,000	\$ -	\$ -		Moved to EIR scope
Business Outreach	\$ 40,000	\$ 20,000			
<b>Sub Total</b>	\$ 2,590,000	\$ 3,014,200	\$ 2,524,200	\$ 150,790	
Contingency @ 18%	\$ 466,200	\$ 42,000			uncommitted-pending project management revision
<b>TOTAL ESTIMATED ENTITLEMENT COSTS</b>	\$ 3,056,200	\$ 3,056,200	\$ 2,524,200		Assumes NO challenges!

Visioning Phase	\$ 1,318,151	\$ 1,318,151
<b>Total Project Estimate with Contingency</b>	<b>\$ 4,374,351</b>	<b>\$ 4,374,351</b>

**Statement of Qualifications  
for  
Solano360 Project Management Services**



Submitted to:  
**Solano County**

Submitted by:  
**Municipal Resource Group, LLC  
A. Plescia & Co.  
RCH Group**



March 8, 2011

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**STATEMENT OF QUALIFICATIONS  
FOR  
SOLANO360 PROJECT MANAGEMENT SERVICES**

**Table of Contents**

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Section 3: Firm’s Level of Experience.....	7
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Section 5: Contract Modifications.....	13



## SECTION 1: SUMMARY



March 8, 2011

County of Solano  
County Administrator's Office  
675 Texas Street, Suite 6500  
Fairfield, CA 94533  
Attn: Ron Grassi, Principal Management Analyst

Dear Mr. Grassi,

The Municipal Resource Group, LLC is pleased to present our qualifications to provide Project Management Services for the Solano360 Fairgrounds Redevelopment Project.

The County of Solano and the City of Vallejo, along with the Solano County Fair Board and the neighboring community have developed a Project Vision for the Solano County Fairgrounds. The Project Vision is now ready for the next steps in the process – to develop a Specific Plan, undertake environmental review and pursue entitlements for the project. The County is seeking the services of a Project Manager to assist in these next steps. We believe that our proposed team, consisting of the Municipal Resource Group, LLC, A. Plescia & Co. and the RCH Group are uniquely qualified to provide project management services and to assist in making the vision a reality.

The Municipal Resource Group, LLC (MRG) was founded by broadly experienced municipal professionals who have previously served as City Manager, County Executive and department heads for City and County governments. Our consultants are frequently called upon to serve as project managers for complex projects requiring both the knowledge of governmental processes and the skills to facilitate project completion. For this assignment, Tom Sinclair would serve as the project manager. Mr. Sinclair has experience as a City Manager and Finance Director, and has served as a consultant-project manager for several projects, including projects for the City of Vallejo. For example, he was the project manager for the negotiation and sale of the City-owned land and assets to Six Flags Discovery Kingdom.

Andy Plescia is the owner and principal consultant for the A. Plescia & Co. Mr. Plescia has served as the Economic Development Director for the City of Sacramento and as the Deputy Director of the Sacramento Housing and Redevelopment Agency, and is currently a member of the Urban Land Institute. Mr. Plescia provides redevelopment, planning and economic development services to public sector clients. In his consultant assignments, he has assisted several California fair jurisdictions in evaluating the public/private development potential of existing fair sites, including the California Exposition and State Fair ("Cal Expo"), Madera District Fair, Cow Palace, Santa Cruz County Fair, Yolo County Fair and Stanislaus County Fair.

MRG and the A. Plescia Co. recently assisted the California Department of Food and Agriculture, Division of Fairs and Expositions in updating the analysis of the economic impact of fairs on the State and local economies in California. The analysis included the impacts on jobs, spending, payrolls and State and local taxes generated by California fairs.

The MRG team also includes the RCH Group as a resource to provide technical assistance as necessary related to land planning and entitlement project management services. The RCH Group is a real estate consulting firm providing land use, design, resource management and entitlement services to both public and private sector clients. The RCH Group has been involved in the planning and design of new fairgrounds, the redevelopment of existing fairgrounds and the planning and design of individual venues. Bob Johnson of the RCH Group would serve as the company's resource for this project.

Tom Sinclair and Andy Plescia are familiar with the Solano360 Fairgrounds Redevelopment Project, having recently assisted the jurisdictions in a peer review of the Draft Financial Model and Fiscal Analysis for the project.

Our overall approach to the project is simple: it is our role and responsibility to achieve success for the client. We would work with the Solano360 Committee, the Steering Committee, the Work Group, other consultants and stakeholders to refine the already established project goals and timelines, and then take responsibility for keeping the project on-track, on-time and on-budget. We would develop open and frequent communication with the stakeholders, establish project schedules and tracking procedures, and keep the project on schedule for granting of entitlements.

If Solano County elects to engage MRG, with A. Plescia & Co. and RCH Group as our sub-consultants, we would assign this seasoned professional team to your project. These

consultants have worked together on several previous projects, and we are available and prepared to engage immediately and seamlessly on this important project.

Our team is committed and ready to provide you with the same standard of technical excellence and project management services that have been the hallmark of our work with other public agencies. We look forward to the opportunity to discuss your requirements and our ability to provide services to Solano360 Fairgrounds Redevelopment Project.

The undersigned is authorized to contractually bind the Municipal Resource Group, LLC in a contract with Solano County for this project.

Sincerely,

A handwritten signature in black ink that reads "Tom Sinclair". The signature is written in a cursive, slightly slanted style.

Tom Sinclair, Principal Consultant and Chief Financial Officer  
Municipal Resource Group, LLC

## **SECTION 2: FIRM'S BACKGROUND / ORGANIZATIONAL HISTORY**

### **Longevity**

MRG consultants are broadly experienced municipal professionals. Our consultants have over two-hundred years of combined experience working as municipal managers and consultants, providing essential services, insights and support to local governments. MRG prides itself in providing consulting services based on our hands-on experience in managing local governments.

MRG was formally created as a company in 2008. The six founding MRG partners worked together on a variety of consultant projects prior to 2008, and formalized the consulting partnership in that year.

The A. Plescia & Co. is an urban economics consulting firm that provides redevelopment, planning and economic development advisory services to public agencies with a focus on downtown / neighborhood revitalization, housing, mixed-use and infill development. The A. Plescia & Co. has developed an additional component to its business services by assisting fairs and expositions with business development, planning and asset enhancement advisory services. A. Plescia & Co. has been in operation for approximately fourteen years (1989 to 1994; and 2002 to present).

The RCH Group was formed by combining the entitlement experience of the Hodgson Company of Sacramento along with the sixty years of experience of Zilber Ltd. in real estate development.

### **Service Capability, Geographic Location, Depth of Resources, Stable Client Base**

MRG has considerable depth and breadth of service capacity and resources. Our resources include expertise in city and county management, financial management, law enforcement, fire operations, public works management and operations, planning services, parks and recreation services, human resources management, library management, redevelopment agency finance and civil engineering. We also have developed affiliate relationships with other firms that have the same consulting values but different talents, including the A. Plescia & Co.

Tom Sinclair is a founding partner and principal consultant with the Municipal Resource Group, LLC. He has served as a consultant to cities and counties for the past thirteen years. Prior to his consulting experience, he served as the Finance Director for the

Sacramento Housing and Redevelopment Agency, City Manager of Orinda and Assistant City Manager/Finance Director for the City of El Cerrito. He has also served as an interim City Manager for two jurisdictions and as Finance Director in Vallejo in 2003-04.

The MRG client base is both broad and long-term. MRG consultants have provided services to over one-hundred thirty public agency clients. Mr. Sinclair has provided services on ninety projects to approximately forty public agency clients, indicating not only the service capability but also "repeat business" based on client satisfaction.

MRG maintains a home office in Danville, California. Our consultants are located throughout northern California. Mr. Sinclair is located in Auburn, California.

A. Plescia & Co. provides a range of advisory services including, but not limited to market feasibility, financial analysis, asset enhancement, property disposition, planning, project management and implementation strategies. A. Plescia & Co. is based in Sacramento, California and has provided advisory services to public sector entities in the San Francisco Bay Area, Northern California, San Joaquin Central Valley, Lake Tahoe Basin and northern Nevada. A. Plescia & Co. has provided services to over thirty public agency clients (cities, counties, special districts, fairs and expositions) and has developed a stable client base with a substantial number of "repeat" clients. Approximately fifty-percent of our clients are repeat clients.

The RCH Group has completed more than sixty planning and urban design projects for a wide variety of clients. The RCH Group is located in Roseville, California.

#### Past Performance with Solano County or the City of Vallejo

MRG consultant Tom Sinclair has provided services to the City of Vallejo in several capacities – as an Interim Finance Director, as a project manager for a successful Utility User Tax Modernization ballot measure, as the project manager for the negotiation and sale of the underlying land and assets to Six Flags Discovery Kingdom, and as project manager for potential development projects on Mare Island.

Andy Plescia has provided services to the City of Vallejo in relation to negotiation of a disposition and development agreement between the Redevelopment Agency of the City of Vallejo and Triad Communities for development of a mid-rise mixed-use residential/commercial project in downtown Vallejo. In addition, Mr. Plescia provided technical input to the City of Vallejo during its preparation of the Downtown Vallejo Specific



**Plan, specifically in relation to urban scale mixed-use development standards and market opportunities.**

**Andy Plescia and Tom Sinclair also assisted Solano County and the City of Vallejo by providing a peer review of the Draft Financial Model and Fiscal Analysis for the Solano 360 Fairgrounds Redevelopment Project.**

**Our familiarity with Solano County, the Solano County Fair, the City of Vallejo and California fairs in general provides the breadth of experience that will assist the Solano360 Fairgrounds Redevelopment Project in achieving its goals. Our experience as a project manager, planner, financial manager and economic development manager provides a set of skills that will also assist the project in achieving its goals.**

- Project manager for the implementation of a wastewater sprayfields agreement between six development firms and the City of Lathrop.
- Project manager for a study to combine law enforcement services for the cities of San Bruno and Millbrae, coordinating the interests of the cities, Police Departments, labor groups and other stakeholders (in progress).
- Project manager for the negotiation of disposition and development agreements and coordination of project schedules, attorney's work, document preparation and agreement for the sale of land and assets to Six Flags Discovery Kingdom (previously Six Flags Marine World).

*Nature and quality of recently reported work within the last five years:*

Tom Sinclair specializes in providing project management services and financial management services to public agencies. Examples of recent work within the last five years include:

- Preparation of a fiscal impact analysis for a mixed use commercial/residential project for the City of Napa, and preparation of a fiscal analysis for the Soscol Corridor Specific Plan.
- Update of the Economic Impact of California Fairs for the California Department of Food and Agriculture, Division of Fairs and Expositions.
- Preparation of a fiscal impact analysis for the Village at Big Bear Lake Specific Plan, and preparation of a "cost-benefit" analysis of public improvement alternatives.
- Preparation of a comparative financial analysis for civic facility master plan options for the City of Manteca.
- Project manager for the development of City of Vallejo Mare Island Reuse Area 1A properties.

A. Plescia & Co. specializes in providing advisory services related to revitalization plans, public-private financing approaches and redevelopment implementation strategies. During the past five year period Mr. Plescia has provided advisory services either as a lead consultant or sub-consultant to public agency clients on the following projects (partial list) relevant to the Solano360 Fairgrounds Redevelopment Project:

- Development Plan Alternatives Analysis and Strategic Development Plan - Cal Expo

**SECTION 5: CONTRACT MODIFICATION**

The Municipal Resource Group, LLC acknowledges that the County's Standard Contract Agreement (Exhibit A, B, and C) has been reviewed and accepted without modification, subject to the following understandings:

Section 7.C (3) Workers Compensation:

MRG and the A. Plescia Co. do not currently have employees (all existing consultants are owners/partners) and are not required to maintain Worker's Compensation or Employer's Liability Insurance under California statutes. MRG and A. Plescia Co. are prepared to execute an affidavit stating that the firms are not required to maintain this insurance coverage under California statutes. RCH Group will provide the required insurance coverage.

Section 21.B Sub-Contractors

The A. Plescia Co. and the RCH Group are proposed as sub-contractors to the Municipal Resource Group, LLC for this project.

Andy Plescia is the owner and principal consultant for the A. Plescia & Co. Mr. Plescia has served as the Economic Development Director for the City of Sacramento and as the Deputy Director of the Sacramento Housing and Redevelopment Agency, and is currently a member of the Urban Land Institute. Mr. Plescia provides redevelopment, planning and economic development services to public sector clients. In his consultant assignments, he has assisted several California fair jurisdictions in evaluating the public/private development potential of existing fair sites, including the California Exposition and State Fair ("Cal Expo"), Madera District Fair, Cow Palace, Santa Cruz County Fair, Yolo County Fair and Stanislaus County Fair.

MRG and the A. Plescia Co. recently assisted the California Department of Food and Agriculture, Division of Fairs and Expositions in updating the analysis of the economic impact of fairs on the State and local economies in California. The analysis included the impacts on jobs, spending, payrolls and State and local taxes generated by California fairs.

The MRG team also includes the RCH Group as a resource to provide technical assistance as necessary related to land planning and entitlement project management services. The RCH Group is a real estate consulting firm providing land use, design, resource management and entitlement services to both public and private sector clients. The RCH Group has been involved in the planning and design of new fairgrounds, the redevelopment of existing fairgrounds and the planning and design of individual venues. Bob Johnson of the RCH Group would serve as the company's resource for this project.

Tom Sinclair and Andy Plescia are familiar with the Solano360 Fairgrounds Redevelopment Project, having recently assisted the jurisdictions in a peer review of the Draft Financial Model and Fiscal Analysis for the project.

Our overall approach to the project is simple: it is our role and responsibility to achieve success for the client. We would work with the Solano360 Committee, the Steering Committee, the Work Group, other consultants and stakeholders to refine the already established project goals and timelines, and then take responsibility for keeping the project on-track, on-time and on-budget. We would develop open and frequent communication with the stakeholders, establish project schedules and tracking procedures, and keep the project on schedule for granting of entitlements.

If Solano County elects to engage MRG, with A. Plescia & Co. and RCH Group as our sub-consultants, we would assign this seasoned professional team to your project. These

consultants have worked together on several previous projects, and we are available and prepared to engage immediately and seamlessly on this important project.

Our team is committed and ready to provide you with the same standard of technical excellence and project management services that have been the hallmark of our work with other public agencies. We look forward to the opportunity to discuss your requirements and our ability to provide services to Solano360 Fairgrounds Redevelopment Project.

The undersigned is authorized to contractually bind the Municipal Resource Group, LLC in a contract with Solano County for this project.

Sincerely,

A handwritten signature in black ink that reads "Tom Sinclair". The signature is written in a cursive, slightly slanted style.

Tom Sinclair, Principal Consultant and Chief Financial Officer  
Municipal Resource Group, LLC

## **SECTION 2: FIRM'S BACKGROUND / ORGANIZATIONAL HISTORY**

### **Longevity**

MRG consultants are broadly experienced municipal professionals. Our consultants have over two-hundred years of combined experience working as municipal managers and consultants, providing essential services, insights and support to local governments. MRG prides itself in providing consulting services based on our hands-on experience in managing local governments.

MRG was formally created as a company in 2008. The six founding MRG partners worked together on a variety of consultant projects prior to 2008, and formalized the consulting partnership in that year.

The A. Plescia & Co. is an urban economics consulting firm that provides redevelopment, planning and economic development advisory services to public agencies with a focus on downtown / neighborhood revitalization, housing, mixed-use and infill development. The A. Plescia & Co. has developed an additional component to its business services by assisting fairs and expositions with business development, planning and asset enhancement advisory services. A. Plescia & Co. has been in operation for approximately fourteen years (1989 to 1994; and 2002 to present).

The RCH Group was formed by combining the entitlement experience of the Hodgson Company of Sacramento along with the sixty years of experience of Zilber Ltd. in real estate development.

### **Service Capability, Geographic Location, Depth of Resources, Stable Client Base**

MRG has considerable depth and breadth of service capacity and resources. Our resources include expertise in city and county management, financial management, law enforcement, fire operations, public works management and operations, planning services, parks and recreation services, human resources management, library management, redevelopment agency finance and civil engineering. We also have developed affiliate relationships with other firms that have the same consulting values but different talents, including the A. Plescia & Co.

Tom Sinclair is a founding partner and principal consultant with the Municipal Resource Group, LLC. He has served as a consultant to cities and counties for the past thirteen years. Prior to his consulting experience, he served as the Finance Director for the

Sacramento Housing and Redevelopment Agency, City Manager of Orinda and Assistant City Manager/Finance Director for the City of El Cerrito. He has also served as an interim City Manager for two jurisdictions and as Finance Director in Vallejo in 2003-04.

The MRG client base is both broad and long-term. MRG consultants have provided services to over one-hundred thirty public agency clients. Mr. Sinclair has provided services on ninety projects to approximately forty public agency clients, indicating not only the service capability but also "repeat business" based on client satisfaction.

MRG maintains a home office in Danville, California. Our consultants are located throughout northern California. Mr. Sinclair is located in Auburn, California.

A. Plescia & Co. provides a range of advisory services including, but not limited to market feasibility, financial analysis, asset enhancement, property disposition, planning, project management and implementation strategies. A. Plescia & Co. is based in Sacramento, California and has provided advisory services to public sector entities in the San Francisco Bay Area, Northern California, San Joaquin Central Valley, Lake Tahoe Basin and northern Nevada. A. Plescia & Co. has provided services to over thirty public agency clients (cities, counties, special districts, fairs and expositions) and has developed a stable client base with a substantial number of "repeat" clients. Approximately fifty-percent of our clients are repeat clients.

The RCH Group has completed more than sixty planning and urban design projects for a wide variety of clients. The RCH Group is located in Roseville, California.

#### Past Performance with Solano County or the City of Vallejo

MRG consultant Tom Sinclair has provided services to the City of Vallejo in several capacities – as an Interim Finance Director, as a project manager for a successful Utility User Tax Modernization ballot measure, as the project manager for the negotiation and sale of the underlying land and assets to Six Flags Discovery Kingdom, and as project manager for potential development projects on Mare Island.

Andy Plescia has provided services to the City of Vallejo in relation to negotiation of a disposition and development agreement between the Redevelopment Agency of the City of Vallejo and Triad Communities for development of a mid-rise mixed-use residential/commercial project in downtown Vallejo. In addition, Mr. Plescia provided technical input to the City of Vallejo during its preparation of the Downtown Vallejo Specific

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### **SECTION 3: FIRM'S LEVEL OF EXPERIENCE**

#### **Similar Project Experience**

The MRG team can offer the demonstrated similar project experience required for this project:

#### *Experience managing public sector contract codes, building codes, administrative guidelines:*

- As a City Manager and Assistant City Manager, Tom Sinclair was responsible for managing public contract codes, building codes and other administrative guidelines. As the first City Manager for a newly incorporated city, Tom Sinclair was responsible for the initial adoption of building codes and establishing administrative guidelines for contractual, ministerial, administrative codes and guidelines.
- As the Economic Development Director for the City of Sacramento, Deputy Executive Director of the Sacramento Housing and Redevelopment Agency, and Development Services Director for the Capitol Area Development Authority, Andy Plescia managed public sector contract codes and administrative guidelines related to these entities. Also, as indicated below, Mr. Plescia has dealt with administration of building codes in relation to implementing specific real estate development projects.

#### *Experience managing pre-design and entitlement phases of similar projects:*

- During his tenure as Deputy Executive Director of the Sacramento Housing and Redevelopment Agency and Director of Development Services for the Capitol Area Development Authority, Andy Plescia managed numerous real estate planning and development projects from initial predevelopment activities through project completion - including planning, design, environmental review and entitlement activities. These projects included hotel, retail, office, and residential development. A few examples include the Hyatt Regency Hotel (Sacramento, CA), Westfield Downtown Plaza (Sacramento, CA), the Fremont Residential/Retail Building (Sacramento, CA) and Capitol Park Homes (Sacramento, CA).

#### *Experience presenting in a public forum to the general public and/or elected officials:*

- As former public managers, Tom Sinclair and Andy Plescia have considerable experience in presenting a variety of matters to the public and elected officials.

- As consultants, Tom Sinclair and Andy Plescia are frequently called upon to make public presentations and to facilitate public workshops. Presentations have included redevelopment implementation plans, recommendations for approval of development agreements, fiscal impact analyses, organizational studies and other complex matters before public agencies.

*Experience with managing complex mixed-use development projects:*

- Tom Sinclair is currently serving as the project manager for redevelopment of the North Mare Island Reuse Area 1A, which is proposed as a major motion picture and media production campus on 157 acres. Previously, he served as the project manager for a proposed university village/office/residential development on Mare Island.
- Andy Plescia is currently the lead consultant to the California Exposition & State Fair ("Cal Expo") related to preparation of a strategic development plan for revitalization of the existing Cal Expo fairgrounds, including designation of appropriate areas for future joint public-private development and uses (retail, restaurant, entertainment, medical office and residential) all within the 350 acre site.
- Andy Plescia is currently part of a consultant team assisting the University of California at Merced in preparing a master development plan for an 800-acre area south of the campus that is owned/controlled by the University through the University Community Land Corporation. The intended future uses include a town center, research/development, retail, residential, parks/open space and parking.

*Experience managing projects with multiple stakeholders:*

Tom Sinclair has served as a project manager for several jurisdictions in which there were multiple stakeholders:

- Project manager for three western Placer County public agencies (city, school district and community college) in developing an operating agreement, joint budget, architectural drawings, a successful \$13 million grant application, public review and approval of a 39,000 square foot library.
- Project manager for the creation of a seven-agency Sacramento Library Joint Powers Authority, including facilitating agreement on governance, funding and operations.

- Project manager for the implementation of a wastewater sprayfields agreement between six development firms and the City of Lathrop.
- Project manager for a study to combine law enforcement services for the cities of San Bruno and Millbrae, coordinating the interests of the cities, Police Departments, labor groups and other stakeholders (in progress).
- Project manager for the negotiation of disposition and development agreements and coordination of project schedules, attorney's work, document preparation and agreement for the sale of land and assets to Six Flags Discovery Kingdom (previously Six Flags Marine World).

*Nature and quality of recently reported work within the last five years:*

Tom Sinclair specializes in providing project management services and financial management services to public agencies. Examples of recent work within the last five years include:

- Preparation of a fiscal impact analysis for a mixed use commercial/residential project for the City of Napa, and preparation of a fiscal analysis for the Soscol Corridor Specific Plan.
- Update of the Economic Impact of California Fairs for the California Department of Food and Agriculture, Division of Fairs and Expositions.
- Preparation of a fiscal impact analysis for the Village at Big Bear Lake Specific Plan, and preparation of a "cost-benefit" analysis of public improvement alternatives.
- Preparation of a comparative financial analysis for civic facility master plan options for the City of Manteca.
- Project manager for the development of City of Vallejo Mare Island Reuse Area 1A properties.

A. Plescia & Co. specializes in providing advisory services related to revitalization plans, public-private financing approaches and redevelopment implementation strategies. During the past five year period Mr. Plescia has provided advisory services either as a lead consultant or sub-consultant to public agency clients on the following projects (partial list) relevant to the Solano360 Fairgrounds Redevelopment Project:

- Development Plan Alternatives Analysis and Strategic Development Plan - Cal Expo

- Fair Oaks Boulevard Revitalization Plan - Sacramento County
- Waterfront Master Development Plan - City of Stockton
- Long Range Development Plan - University of California - Merced
- East Downtown Redevelopment Plan/Strategy - City of Visalia
- Downtown Mixed-Use Residential Development Plan - City of Napa

Andy Plescia has participated in several planning projects that have received awards from the Urban Land Institute, American Planning Association, American Institute of Architects, etc. These awards are listed in Mr. Plescia's resume attached to this proposal.

#### Budget/Schedule Experience

The MRG team can offer the demonstrated budget and schedule management experience required for this project:

*A demonstrated ability to meet internal and project deadlines, major milestones and overall project schedule, including Critical Path Analysis, Value Engineering processes, identifying specific forecast and recovery tools/methods used to maintain schedules:*

Project management almost always involves managing people and schedules to meet deadlines and milestones. Our practice is to encourage early involvement of principal parties in developing schedules, establish buy-in and commitment for schedules and deadlines, and frequently review status with key staff, consultants and stakeholders. We always identify the critical path tasks and sequences at the beginning of the project and build the schedule around achieving critical path results.

*A demonstrated ability to manage and design projects within the stipulated project budget, including forecast and recovery tools/methods used to maintain budget:*

MRG and A. Plescia & Co. have managed numerous long-term planning projects that have been completed/delivered on-time and within budget. An example is the recent Cal Expo Development Alternatives Analysis for the California Exposition and State Fair ("Cal Expo") which was an eight-month \$250,000 project activity. The project was completed within the original schedule (with the only extension necessary due to a request by the client) at a cost approximately 5% less than project budget. This was accomplished even

though the process included extensive collaboration with Cal Expo's institutional partners/stakeholders (City of Sacramento, County of Sacramento, California Department of General Services, etc.). As part of the process, monthly progress reports and budget status reports were provided to the client so that the staff and Cal Expo Board of Directors were informed on an ongoing basis throughout the process - and the budget could be adjusted if necessary.

*A demonstrated ability to responsibly maintain an up to date project budget model based on design phase incorporating current market factors throughout the course of the project. A demonstrated ability to produce, maintain, monitor and/or evaluate cost-loaded schedules. (MRG provides its response to both of these criteria below):*

MRG has the ability to manage the overall project budget including the contracts and budgets related to the specific consultants retained by Solano County to complete the planning process for the Solano360 Fairgrounds Redevelopment Project (e.g. environmental, civil engineering, traffic, sustainability, etc.).

Our approach is to (a) make certain that the budget for project costs/expenses reflects the requested scope of work; (b) make certain that the payment schedules for contracted services are in direct proportion to the services delivered by the subject contractor/consultant; and (c) regularly monitor project costs/expenses in relation to the established budget in order for Solano County to always be aware of the stage the budget is at and assure that costs are not front-loaded in relation to actual project progress. In other words, we use the monitoring system to assure that payments by Solano County do not exceed the actual progress to date at the time of such payments.

Also by this approach, MRG would be able to advise the client if in fact there are situations whereby adjustments or revisions to the established project budget may be warranted by unforeseen circumstances or client-generated requests for additional services.

**SECTION 4: COST PROPOSAL**

The Request for Qualifications indicates an initial contract term through June 30, 2012. Our fixed fee not-to-exceed proposal is based on the parameters listed below:

*Project Contract Period:*

March 15, 2011 – June 30, 2012 (15.5 months)

*Basic Services:*

Tom Sinclair, Principal Consultant – 64 hours per month

Andy Plescia, Principal Consultant, RCH staff – 32 hours per month

Estimated consultant costs - \$18,560/month

*Rate Schedule:*

Tom Sinclair, MRG Principal Consultant – \$200/hour

Andy Plescia, A. Plescia & Co. Principal Consultant – \$180/hour

Bob Johnson, RCH Group Principal Consultant - \$180/hour

*Reimbursable Expenses:*

Travel expenses including mileage at IRS rates

Basic reproduction costs, not including graphic materials

Estimated reimbursable expenses - \$600/month

*Proposed Basic Services Fixed Fee:*

The fixed fee not-to-exceed proposal for Basic Services based on these parameters is \$19,560 per month. For the 15.5 month term, the fixed fee would be \$296,980.

*Additional Services:*

Additional Services include the special projects identified in the County of Solano RFQ Section 3.03 (“special projects”), significant additional consultant services required by the client exceeding the basic services hours, and reimbursable expenses not described above. MRG, A. Plescia & Co. and the RCH Group can perform all of the Additional Services on request by Solano County, with budgets for the Additional Services to be agreed upon by the parties.

**SECTION 5: CONTRACT MODIFICATION**

The Municipal Resource Group, LLC acknowledges that the County's Standard Contract Agreement (Exhibit A, B, and C) has been reviewed and accepted without modification, subject to the following understandings:

Section 7.C (3) Workers Compensation:

MRG and the A. Plescia Co. do not currently have employees (all existing consultants are owners/partners) and are not required to maintain Worker's Compensation or Employer's Liability Insurance under California statutes. MRG and A. Plescia Co. are prepared to execute an affidavit stating that the firms are not required to maintain this insurance coverage under California statutes. RCH Group will provide the required insurance coverage.

Section 21.B Sub-Contractors

The A. Plescia Co. and the RCH Group are proposed as sub-contractors to the Municipal Resource Group, LLC for this project.



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**MUNICIPAL RESOURCE GROUP, LLC**  
[www.municipalresourcegroup.com](http://www.municipalresourcegroup.com)

**Municipal Resource Group** is a full-service consulting firm dedicated to assisting its public sector clients in attaining their policy, management and service delivery goals.

**Municipal Resource Group** was founded by skilled and broadly experienced municipal professionals. Our principal consultants have over two-hundred years of combined hands-on experience working as municipal managers and consultants, providing essential services, insights and support to local governments. Our consultants' experience includes management positions serving as City Manager, County Executive, Finance Director, Fire Chief, Human Resource Manager, Parks and Recreation Director, Public Works Director, Library Director and Planning and Engineering positions.

**Municipal Resource Group** develops and implements creative and time-tested solutions to a full-range of local government operations and services. We seek to achieve quick and cost-effective results, with the client's long-term interest as the primary focus of the engagement.

**OUR COMMITMENT TO CLIENTS**

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**Results**

**Quality**

**Integrity**

**Independence**

**Perseverance**

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## **MRG CLIENT SERVICES**

**Municipal Resource Group, LLC** provides a broad array of services, which are always tailored to clients' specific needs and requirements.

### **Project Management**

Supplement public agency staff in managing complex projects to completion; development project feasibility; development project negotiations.

### **Resource Development and Utilization**

Public-private partnerships; public agency organization and service delivery studies, new City organization and start-up.

### **Financial Management Services**

Financial planning and practices; fiscal impact analysis; fee studies; financial analysis.

### **Leadership and Organizational Effectiveness**

Management and organizational evaluations and assessments; Council and Board/Manager relations; strategic policy development; executive coaching.

### **Fire Services and Homeland Security**

Fire service design and implementation; fire operations; communication systems design, funding and implementation; new department creation; homeland security.

### **Human Resource Management and Organizational Development**

Personnel system design and implementation; organizational development services; organizational intervention; investigative services; analysis of labor relations practices and costs; labor contract negotiations and advisory services.

### **Recreation, Parks and Community Services**

Parks master planning; recreation service design, development and operation; recreation facility management; revenue planning.



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## **MRG CLIENT SERVICES**

### **Planning and Public Works Services**

Planning staff services; project management.

### **Planning and Public Works Services**

Public Works Department effectiveness coaching.

### **Civil Engineering Services (Carlson Barbee and Gibson, Inc.)**

Planning, civil engineering and surveying services; government facilities design; engineering staff services.

### **Library Management Services**

Library service design, organization and implementation; trends and service models; needs assessments; library strategic planning; governance; financing; library facility planning.

### **Law Enforcement**

Law enforcement department consolidation studies.



### MRG CORE VALUES

**Our mission** is to assist our clients in achieving their goals in a challenging local government environment by providing sound advice, practical solutions and cost-effective services.

**Our passion** is to preserve our client's values, integrity, and standards and promote their success through our professional services.

**Our commitment** is to fully satisfy our clients through a continuous process of quality control throughout the client engagement.

**Our core values** are grounded in our desire to serve our clients.

**We seek the facts and provide insight** - our many years and breadth of experience provide a clear understanding of local government issues, and enables us to support our clients in a professional manner.

**We provide value to our clients** - our goal is to provide project deliverables that improve our clients' public services in a cost effective manner.

**We respect our clients and their commitment to service** - we have served in many public and private sector situations and understand it is essential for us to support our clients' commitment to provide high quality public services.

**We are open in our communication** - we share information, insight and advice frequently and constructively, to assist our clients in managing tough situations with confidence.

**We act with integrity** - we seek to uphold the highest professional standards by providing candid advice and sound recommendations.

**We continuously seek feedback from our clients** - only by constant communication with our clients can we accurately define their needs, monitor our progress in addressing those needs and ensure that our clients are satisfied.

**We lead by example** - each member of our team is committed to working with our clients in a forthright, professional and efficient manner.

**We are committed to our communities** - we are responsible corporate citizens and seek to give back to our communities through use of our skills, experience and financial resources.





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## MRG CLIENTS

Our consultants have provided services to many California and West Coast public agencies. Our consultants, acting in their current positions with MRG and CBG, or in their prior consulting capacities have served a broad range of clients:

### Public Agencies, Foundations and Not-for-Profit Clients

Alpine County	City of Hollister
Amador County	City of Lafayette
Antioch Unified School District	City of Lathrop
Arroyo Seco Library Network	City of Lincoln
Austin Public Library Foundation	City of Los Banos
Brentwood Chamber of Commerce	City of Los Angeles Redevelopment Agency
Brentwood Union School District	City of Loyalton
Calaveras County	City of Manteca
California Construction Authority	City of Marina
California Park & Recreation Society	City of Millbrae
California State Library	City of Modesto
Central Contra Costa Sanitary District	City of Morgan Hill
Chester Fire Protection District	City of Mountain View
City and County of San Francisco	City of Napa
City and County of San Francisco Public Utilities Commission	City of Oakland
City of Antioch	City of Oakley
City of Alameda	City of Orinda
City of Albany	City of Oroville
City of Alhambra	City of Pasadena
City of American Canyon	City of Petaluma
City of Big Bear Lake	City of Pittsburg
City of Brentwood	City of Placerville
City of Citrus Heights	City of Pleasant Hill
City of Clayton	City of Pleasanton
City of Clearlake	City of Rancho Cordova
City of Cloverdale	City of Richmond
City of Concord	City of Rio Vista
City of Davis	City of Rocklin
City of Dixon	City of Rohnert Park
City of Dublin	City of Roseville
City of Elk Grove	City of Sacramento
City of Eureka	City of Salinas
City of Fairfield	City of San Bruno
City of Fairfield Redevelopment Agency	City of San Luis Obispo
City of Folsom	City of San Mateo
City of Fort Bragg	City of San Rafael
City of Goleta	City of San Ramon
City of Hercules	City of Santa Rosa
	City of South Pasadena



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City of South Lake Tahoe	Liberty Union High School District
City of Stockton	Madera District Fair
City of Thousand Oaks	Marin County
City of Ukiah	Marin Municipal Water Agency
City of Vacaville	Mountain House Community Services District
City of Vallejo	Mountain Valley Library System
City of West Sacramento	Oakley Union School District
City of Wheatland	Placer County
City of Yuba City	Rio Linda Elverta Recreation & Park District
Contra Costa Community College District	Sacramento County
Contra Costa County	Sacramento County Retirement Agency
Colusa County	Sacramento Housing and Redevelopment Agency
Cooperative Personnel Services	Sacramento Public Library Authority
Council of California County Law Librarians	San Mateo County Library
Crockett Community Services District	San Joaquin County
Diablo Water District	San Ramon Valley Unified School District
Diablo San Ramon Sanitary District	Solano Irrigation District
Delta 2000, Regional Resource Agency	Stanislaus County Council of Governments
East Bay Regional Park District	State of California, Department of Food and Agriculture, Fairs and Expositions
East Bay Regional Communications System Authority	Town of Colma
East Contra Costa Irrigation District	Town of Discovery Bay
East Quincy Community Services District	Town of Loomis
El Dorado County	Travis Unified School District
El Dorado Irrigation District	Truckee Donner Public Utility Department
Friends of the Truckee Library	Yolo County
Foundation for the Retarded of the Desert	Yorba Linda Public Library
Gwinnett County Public Library	Yuba County
Habitat for Humanity Diablo Valley Chapter	Water Emergency Transit Authority
Imperial County Library	Zone 7 Water Agency
International Association of Fire Chiefs	
Knightsen School District	
Lammersville School District	



TOM SINCLAIR, PRINCIPAL CONSULTANT



MUNICIPAL RESOURCE GROUP, LLC

675 Hartz Ave., Suite 300

Danville, CA 94526

Telephone: 530-878-9100

Email: [tsinclair@municipalresourcegroup.com](mailto:tsinclair@municipalresourcegroup.com)

Tom Sinclair specializes in providing practical advice to clients in project management, financial management, fiscal analysis, general management, redevelopment projects and organizational systems. He is a founding partner, principal consultant and Chief Financial Officer of the Municipal Resource Group LLC (MRG). MRG provides consulting services to public agencies and private clients in a wide variety of disciplines, including management, finance, human resources, fire protection, engineering, library services, public works, planning, parks and recreation and other service areas.

Tom Sinclair has thirty-one years of management and consulting experience. Prior to joining the Municipal Resource Group LLC, he was the sole owner of Sinclair & Associates, providing consulting services to public agencies and private clients. Prior to his consulting experience, he served as the City Manager of Orinda, Finance Director for the Sacramento Housing and Redevelopment Agency and Finance Director/Assistant City Manager for the City of El Cerrito.

As the first City Manager for the City of Orinda, Mr. Sinclair was responsible for creating the municipal service plan and implementing services for the newly incorporated city. As a Finance Director, he has been responsible for the full range of budget, public finance and financial services for city and county funds, including general funds, housing authority, block grant and redevelopment funds. As an interim City Manager and Finance Director, he has offered candid organizational and financial assessments and stable transitional management services. Throughout his career, he has provided practical, innovative and fiscally sound advice to elected officials and local government managers.

Mr. Sinclair is a graduate of the University of California, Berkeley, where he earned double-major undergraduate degrees in Economics and Sociology, and a MBA from the UC Berkeley Haas Graduate School of Business, specializing in Finance.





# A. PLESCIA & CO.

A. PLESCIA & CO. is an urban real estate economics and development consulting firm that provides redevelopment, planning and economic development advisory services with a focus on urban revitalization, housing, mixed-use and infill development activities.

A. PLESCIA & CO. provides advisory services to public agency clients such as fairs and expositions, cities, counties, redevelopment agencies and special districts. A. PLESCIA & CO. has developed a comprehensive understanding of issues facing public/private planning, financing and development activities.

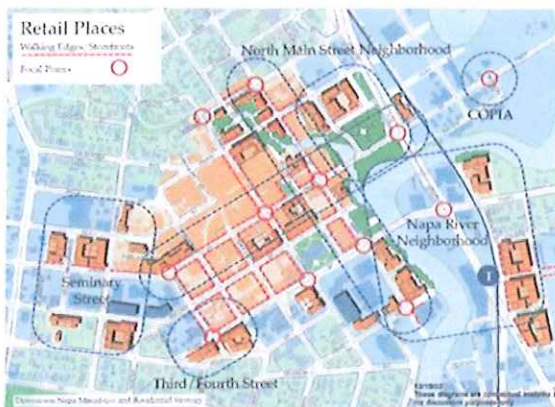
A. PLESCIA & CO. has developed a specific business for providing advisory services to fairs and expositions related to business development, planning and asset enhancement, property disposition and public-private non-fair development on fairgrounds.

## Services

A. PLESCIA & CO. provides advisory services in the following general areas:

### REDEVELOPMENT

A. PLESCIA & CO. provides services related to developing strategies for specific development activities involving various forms of public and private financing arrangements.



A. PLESCIA & CO. works with clients to assist in positioning and marketing of real estate development opportunities, negotiate and prepare agreements related to sale, lease and / or joint venture of property for development, and identify specific financing sources and arrangements related to public and private financing for real estate development projects.



### PLANNING

A. PLESCIA & CO. provides services related to preparation of land use, concept development and development program plans. A. PLESCIA & CO. works with clients to identify vision opportunities, establish development guidelines and identify / evaluate alternatives, and assess feasibility and demand of potential uses related to establishing development plans and programs that can be successfully achieved in the marketplace.

### ECONOMIC DEVELOPMENT

A. PLESCIA & CO. provides services related to preparation of financing, investment and implementation strategies related to specific development activities. A. PLESCIA & CO. works with clients to identify and evaluate development opportunities, develop a framework basis for establishing priorities and policies, and prepare specific action plans and programs related to positioning projects to be economically successful.

## Principal

Andrew J. Plescia is the owner/principal of A. PLESCIA & CO. and has over thirty-eight years of experience in redevelopment, urban planning and economic development. Mr. Plescia has held management positions in local government and private companies. The focus of his career has been the planning, design, financing and implementation of real estate development projects. Mr. Plescia holds degrees in urban planning and architecture, and has participated in the California Redevelopment Association, California Association for Local Economic Development and Urban Land Institute during his career.



# A. PLESCIA & CO.

## Advisory Services

A. PLESCIA & CO. provides advisory services in the following general areas:

### PROPERTY DISPOSITION:

Negotiation and preparation of agreements related to sale, lease and/or joint venture of property for development; specializing in public/private transactions

### MARKET FEASIBILITY:

Preparation of property development feasibility analyses related to assessing economic demand for proposed land uses.

### FINANCIAL ANALYSIS:

Preparation of analyses related to economic and financial feasibility of development programs. Services include preparation of development and operating pro-forma analyses.



### ASSET MANAGEMENT:

Preparation of analyses and strategies related to disposition and/or development of assets (land, buildings, etc.) to achieve appropriate financial and economic returns.

### PLANNING:

Preparation of specific land use plans, site plans, project concept plans and building/development programs related to development projects.

### IMPLEMENTATION STRATEGIES:

Development of financing and implementation strategies for carrying out identified private development activities, including identification of specific public and private financing arrangements and mechanisms.



## Clients

The following is a partial list of clients for which A. PLESCIA & CO. has provided, or is currently providing advisory services:

### Fairs and Expositions

- California Construction Authority
- California Division of Fairs and Expositions
- California Exposition and State Fair
- Cloverdale Citrus Fair
- Cow Palace
- Del Norte County Fair
- Madera District Fair
- Santa Cruz County Fair
- Stanislaus County Fair
- Yolo County Fair

### Cities, Counties, Redevelopment Agencies

- City of Davis
- City of Fremont
- City of Rancho Cordova
- City of Roseville
- City of Sacramento
- City of Stockton
- City of Visalia
- Sacramento County
- Town of Truckee
- Napa Redevelopment Agency
- Vallejo Redevelopment Agency
- West Sacramento Redevelopment Agency

### Other Public Entities

- Butte-Glenn Community College District
- Capitol Area Development Authority
- Napa Co. Transportation Planning Agency
- Ohlone Community College District
- Sacramento Regional Transit District
- University of California @ Merced

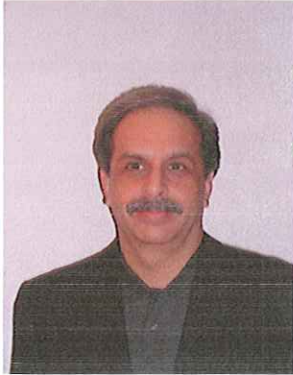
### CONTACT INFORMATION:

788 Florin Road  
Sacramento, CA 95831  
916.421.3113  
aplesciaco@aol.com

## **Resume**

**ANDREW J. PLESCIA**

788 Florin Road  
Sacramento, CA 95831  
Telephone: 916-421-3113  
Facsimile: 916-394-1334  
E-mail: [aplesciaco@aol.com](mailto:aplesciaco@aol.com)



### **PROFESSIONAL EXPERIENCE**

The following is a summary of professional experience for the past twenty-year period.

**Owner/Principal** – June 2002 to Present; August 1989 to September 1994

**A. Plescia & Co.**  
Sacramento, CA

Owner and principal of urban economics consulting firm that provides redevelopment, planning, and economic development advisory services to both public agencies and private sector clients; with a focus on urban revitalization, housing (market rate and affordable), mixed-use and infill development activities.

**Economic Development Director** – August 1999 to May 2002

**City of Sacramento**  
Sacramento, California

Under direction of the City Manager planned, organized and directed activities of the Economic Development Department, including preparation/implementation of the City's adopted economic development strategy and specifically the City's downtown redevelopment, neighborhood commercial corridor revitalization and citywide business attraction/retention programs. Highlights include preparation/approval of City's first comprehensive Economic Development Strategy; oversight responsibility for preparation of a concept plan for redevelopment of the existing rail-yards area of downtown Sacramento into an urban mixed-use area; and oversight responsibility for the department's direct/indirect participation in bringing 3,500 new jobs to the City.

**Development Services Director** – October 1994 to July 1999

**Capitol Area Development Authority (CADA)**  
Sacramento, California

Under direction of the Executive Director, plan, direct and manage planning and real estate development activities related to implementation of the residential and neighborhood commercial components of the Capitol Area Plan. As part of the CADA Executive Committee participated in the general operation of CADA including administration, finance and property management activities. Highlights include direct responsibility for preparation of award winning Capitol Park Neighborhood Design Plan; and oversight responsibility for development of over 300 new housing units (approximately



\$40 million of real estate development activity) through new construction, adaptive reuse and acquisition/rehabilitation.

**Deputy Executive Director** – July 1983 to July 1989  
**Sacramento Housing and Redevelopment Agency**  
Sacramento, California

Under direction of the Executive Director planned, organized, directed and coordinated programs and activities of the Agency including specific focus on design, financing and development of housing and commercial real estate projects, leasing and management of commercial properties, and management of conventional and leased public housing facilities. Highlights included negotiation/management of development agreement for Hyatt Regency Hotel; oversight responsibility for Central Library Expansion Project (including private office, retail and parking uses); and oversight responsibility for development of Riverview Plaza, a mid-rise 104 unit elderly housing project in downtown.

#### **EDUCATION**

- Bachelor of Science Degree – Urban/Regional Planning, California State Polytechnic University @ Pomona, 1972
- Associate of Science Degree – Architectural Technology, Sacramento, City College, 1969

#### **PROFESSIONAL ORGANIZATIONS**

- California Redevelopment Association (CRA)
- Urban Land Institute (ULI)
- California Redevelopment Association (CRA)

#### **BOARDS, COMMISSIONS AND COMMITTEES**

- Riverlake Homeowners Association Board of Directors (2009 to present)
- Sacramento Zoo Long Range Planning Committee (2003 to Present)
- Urban Land Institute Membership Committee, Sacramento District (2002-2004)
- Urban Land Institute Policy/Program Committee, Sacramento District (2002-2004)
- Downtown Partnership Board of Directors (1999- 2002)
- Florin Road Partnership Board of Directors (1999-2002)

#### **AWARDS**

- A. PLESCIA & CO. has provided advisory services on projects that have received the following awards:
- *UC Merced Long Range Development Plan*, Merced, CA - Outstanding Planning Document of 2009, Association of Environmental Professionals
  - *UC Merced Long Range Development Plan*, Merced, CA - 2009 Governor's Environmental and Economic Leadership Award
  - *Downtown River Revitalization Strategy*, Truckee, CA - 2006 California, APA Honor Award
  - *Downtown River Revitalization Strategy*, Truckee, CA - 2006 Sacramento Valley Section, APA Honor Award
  - *East Downtown Revitalization Plan and Strategy*, Visalia, CA - 2006 California Central Section, APA Merit Award
  - *Capitol Park Neighborhood Design Plan*, Sacramento, CA - 1999 Housing the Next 10 Million Design Competition, Award of Excellence, Great Valley Center
  - *Capitol Park Neighborhood Design Plan*, Sacramento, CA - 1998 Sacramento Valley Section, APA Award for Outstanding Planning and Implementation for Large Jurisdiction
  - *Capitol Park Neighborhood Design Plan*, Sacramento, CA - 1997 AIA, California Council Urban Design Award
  - *Capitol Park Neighborhood Design Plan*, Sacramento, CA - 1997 Local Government Commission Ahwanhee Community Livability Award



# DEVELOPMENT PLAN ALTERNATIVES ANALYSIS - CAL EXPO

## Sacramento, California

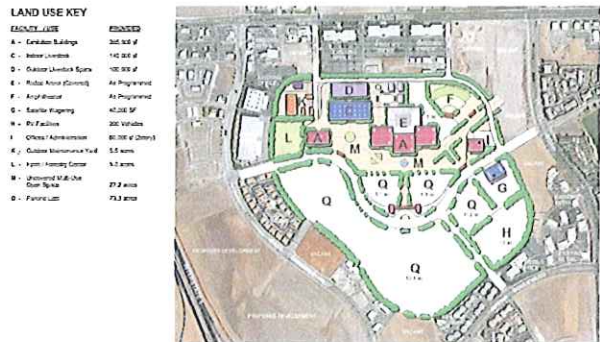
A. PLESCIA & CO. provided advisory services to the Cal Expo Board of Directors regarding an analysis of potential future development plan alternatives for Cal Expo - including either the existing site and / or relocation of Cal Expo from to the existing ARCO Arena site in North Natomas and private redevelopment of the existing 350-acre Cal Expo property.

The intent of the development plan alternatives analysis was to provide Cal Expo Board of Directors with objective technical information to help the Board make an informed policy decision regarding the future of Cal Expo, and the future development plan option that best meets Cal Expo's long term facility, operational and financial objectives.

The development plan alternatives analysis provided an estimate of land value and other non-fair related development income that could potentially be received by Cal Expo from each of the development plan alternatives, and conclusions about whether the potential income would be sufficient to offset the costs associated with alternative plans for upgrading/expanding the existing fairgrounds or developing a new facility. The analysis provided Cal Expo with findings and conclusions indicating:

- whether a new fairground facility could be financed directly with land payments and / or future revenue from disposition/development of the existing Cal Expo site (as proposed by Sacramento Convergence, LLC) - and if not, the estimated extent of such a financing shortfall; and
- which of the development plan alternatives could potentially provide the more feasible and cost beneficial approach to achieving an expanded/upgraded fairground facility for Cal Expo that meets its long-term facility, operational and financial objectives.

Contact: Norb Bartosik  
 CEO/General Manager  
 Cal Expo  
 916-263-3070  
 nbartosik@calexpo.com





# MADERA COMMERCIAL DEVELOPMENT PROJECT

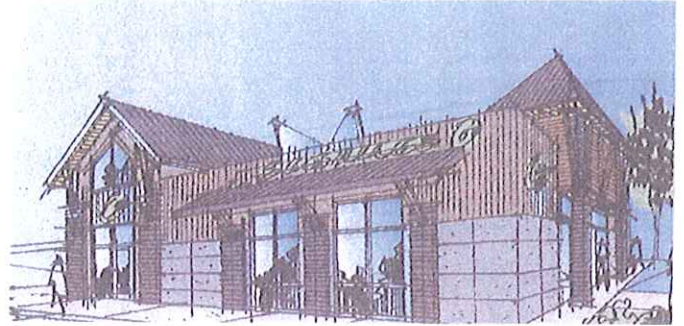
## Madera, California

A. PLESCIA & CO. provided advisory services to the 21-A District Agricultural District (DAA) in regard to structuring a long-term ground lease for approximately 28.0 acres of property owned by the DAA to a private developer for development of a regional destination retail commercial project of approximately 300,000 square feet.

Specifically A. PLESCIA & CO. assisted the DAA on the following items:

- preparation and facilitation of a Request for Proposal (RFP) process resulting in selection of a proposed private developer for the subject project
- negotiation of the basic business terms and conditions related to lease and development of the subject site
- technical assistance in the negotiation of a Development Ground Lease for the proposed project

Contact: Scott Sample  
General Manager  
21-A DAA  
(559) 674-8511



**A. Plescia & Co.**



# FAIR OAKS BOULEVARD CORRIDOR PLAN

## Sacramento, California

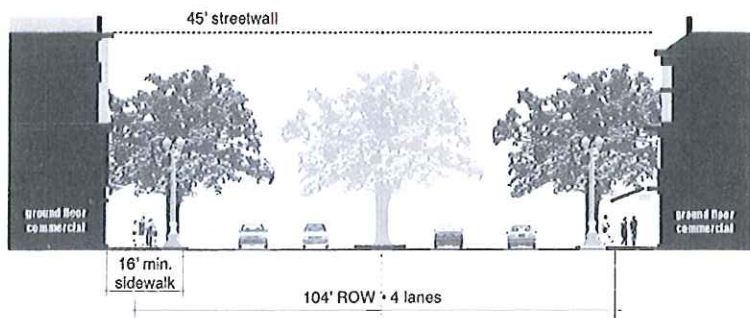
A. PLESCIA & CO., as a sub-consultant to RACESTUDIO, provided financial feasibility and implementation strategy advisory services to the County of Sacramento related to establishing a plan and strategy to guide the proposed revitalization and enhancement of a three-mile section of Fair Oaks Boulevard in the Carmichael community of Sacramento County. Fair Oaks Boulevard is the Carmichael community's economic and social center and provides a wide range of community services.

The community's desire is to reinvent Fair Oaks Boulevard into Carmichael's "main Street" by repositioning the Boulevard as a set of connected districts; and transforming it into a vibrant mixed-use commercial and residential district, including a string of livable, social and vibrant districts that provide a center for Carmichael's 72,000 residents.

Specifically, A. PLESCIA & CO. provided services related to preparing a real estate market overview, identifying the type and extent of potential land uses and related development programs; preparing economic and financial feasibility assessments of potential development case studies; identifying implementation strategy and actions to carry out the Plan, including identifying potential public financing strategy for funding of the proposed Fair Oaks Boulevard street improvement project.

Contact: Cindy Storelli  
Principal Planner  
916-874-6141

Further information:  
<http://corridors.saccounty.net/fairoaksplan>



<p><b>Transportation</b></p> <ul style="list-style-type: none"> <li>Improve traffic flow</li> <li>Promote walking and biking and transit use</li> <li>Reduce congestion</li> </ul>	<p><b>Environment</b></p> <ul style="list-style-type: none"> <li>Enhance community identity</li> <li>Improve air and water quality</li> <li>Provide shade—reduces "heat island" effects</li> </ul>
<p><b>Community</b></p> <ul style="list-style-type: none"> <li>Reduce neighborhood traffic</li> <li>Connect neighborhoods</li> <li>Improve overall community circulation plan</li> </ul>	<p><b>Economy</b></p> <ul style="list-style-type: none"> <li>Increase property values</li> <li>Promote commercial and neighborhood vitality</li> <li>Provide social focus</li> </ul>





# WATERFRONT AND FREMONT PARK NEIGHBORHOODS MASTER PLAN

## Stockton, California

A. PLESCIA & CO. provided advisory services to the City of Stockton related to preparation of a master plan to implement citywide residential and sustainability policies developed through community-based processes. The Master Plan provides an overall strategic framework as well as specific quantitative and qualitative directions for guiding public and private investment. The Master Plan emphasizes creation of new waterfront neighborhoods and enhancement of existing neighborhoods; and identifies the role of public and private partners in the waterfront's evolution and its contribution to revitalizing downtown and adjacent neighborhoods.

Specifically, A. PLESCIA & CO. provided advisory services related to:

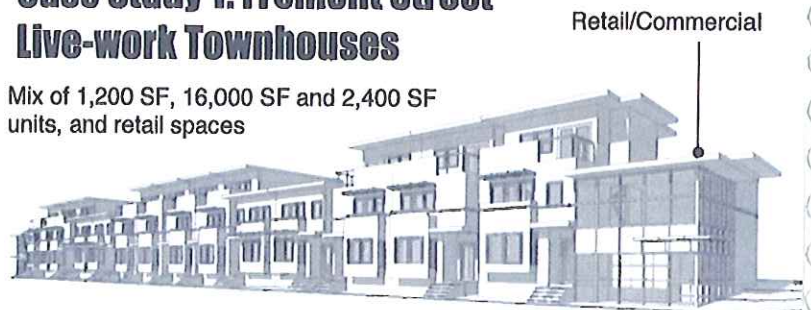
- development of an recommended overall land use and development program for the north shore, south shore and Fremont Park areas based on identified physical, economic and market conditions
- development of various case study blocks to identify residential, commercial and mixed-use product types appropriate for various locations in the Waterfront and Fremont Park neighborhoods
- preparation of analyses to determine the projected economic feasibility of various identified residential, commercial and mixed-use projects
- preparation of an Action Plan that sets forth overall strategies, identifies future development sites and opportunities, describes proposed public actions and investment, and presents a recommended implementation schedule

Contact: David Harzoff, Director  
Revitalization Department  
City of Stockton  
(209) 937-8810



### Case Study 1: Fremont Street Live-work Townhouses

Mix of 1,200 SF, 16,000 SF and 2,400 SF units, and retail spaces





# COW PALACE DEVELOPMENT PROJECT

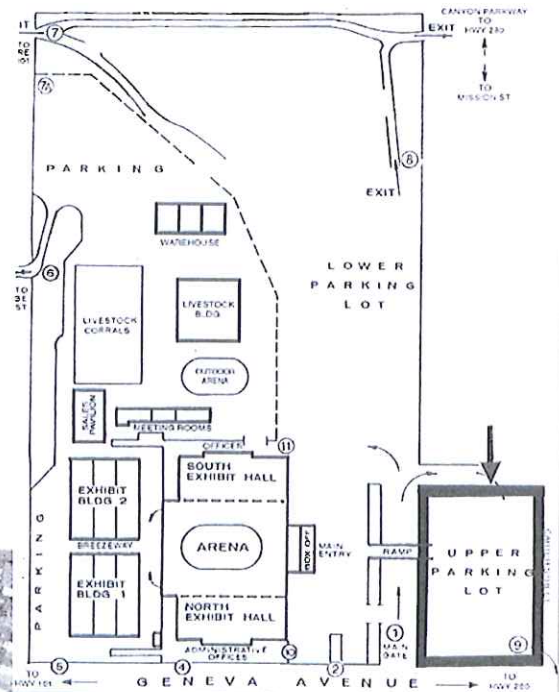
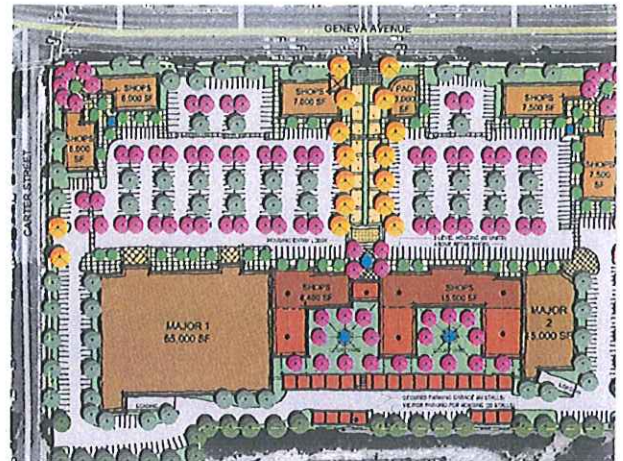
## Daly City, California

A. PLESCIA & CO. provided advisory services to the 1-A District Agricultural Association (DAA) in regard to structuring a long-term ground lease for approximately 13.0 acres of property (surface parking lot) owned by the DAA to a private developer for development of a grocery anchored neighborhood/community shopping center project of approximately 140,000 square feet.

Specifically A. PLESCIA & CO. assisted the DAA on the following items:

- preparation and facilitation of a Request for Proposal (RFP) process resulting in selection of a proposed private developer for the subject project
- analysis of the projected economic/financial feasibility of the proposed project in the context of a projected development and operating pro-forma
- negotiation of the basic business terms and conditions related to lease and development of the subject site
- technical assistance in the negotiation of a Development Ground Lease for the proposed project

Contact: Joe Barkett, General Manager  
1-A DAA  
(415) 404-4100



**A. Plescia & Co.**



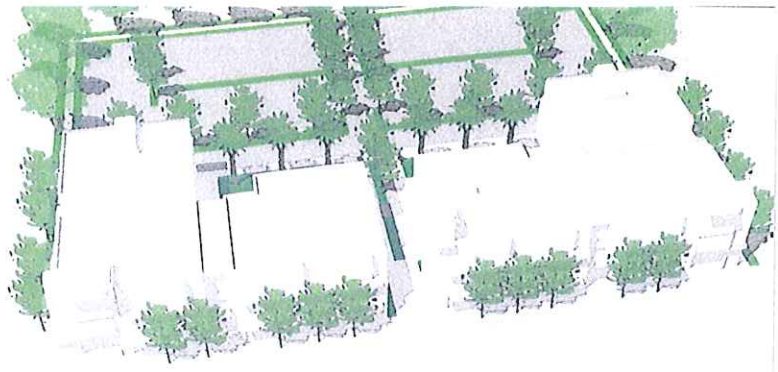
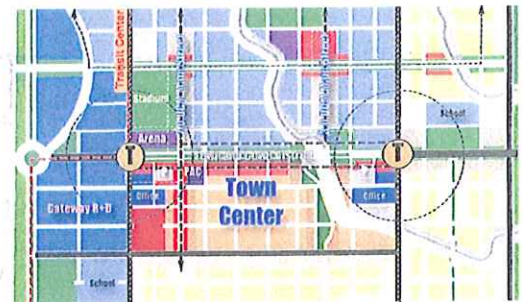
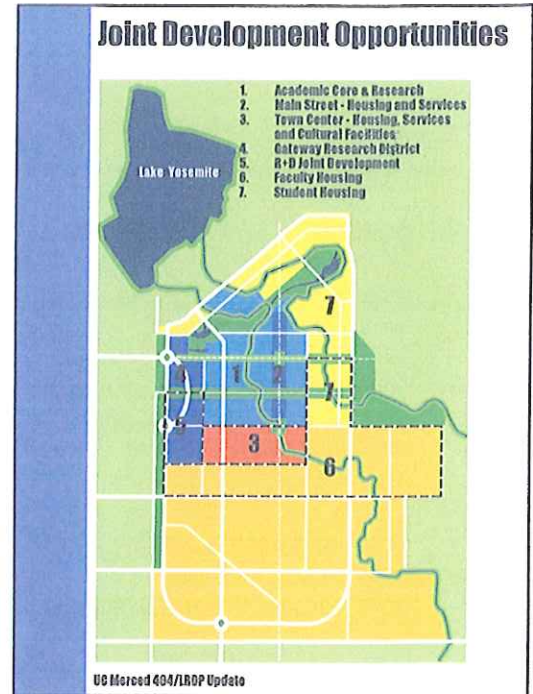
# LONG RANGE DEVELOPMENT PLAN/ UNIVERSITY COMMUNITY PLAN University of California - Merced

A. PLESCIA & CO. (APC) has provided advisory services to the University of California at Merced related to preparation of its Long Range Development Plan (LRDP) for the campus area (900 acres) and related University Community Plan (UCP) for the adjacent 2,000 acre mixed-use community,

Specifically APC provided advisory services related to: 1) identifying and evaluating potential land use development programs related to the core campus area and adjacent community plan area; 2) identifying and evaluating recommended building and development prototypes related to proposed land use categories; and 3) identifying and evaluating potential joint use development opportunities both within the core campus area and proposed Town Center area of the university community plan area.

In addition APC is providing services related to implementation of the LRDP and UCP, specifically related to: 1) potential land transfer and exchange agreements between the University and certain private property owners in order to carry out the LRDP and UCP plans; and 2) identification of potential funding sources and financing mechanisms related to public improvements and services required to support the planned development.

Contact: Thomas Lollini, FAIA  
Associate Vice Chancellor for Design  
and Construction  
University of California – Merced  
209-228-4475  
tollini@ucmerced.edu



Graphics: RACESTUDIO

**A. Plešcia & Co.**



# COW PALACE RELOCATION ANALYSIS

## Daly City, California

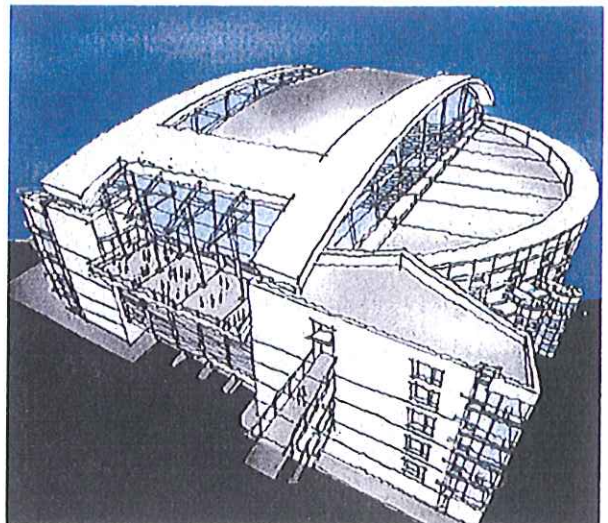
A. PLESCIA & CO. provided advisory services to the 1-A District Agricultural Association (DAA) regarding consideration of a proposal by a private development company for relocating the existing Cow Palace facility to a parcel of property in the City of Brisbane along US Highway 101 between Bayshore Boulevard and US Highway 101.

The purpose of the analysis was to address the potential for financing the relocation of the existing Cow Palace facility from its current location on Geneva Avenue in Daly City, and development of a replacement facility (arena and exhibition center) on the potential new site located near US Highway 101 and Geneva Avenue (extension) in the City of Brisbane.

Specifically A. PLESCIA & CO. prepared the following:

- estimate of the potential development costs associated with the proposed facility (arena and exhibition center)
- identification of potential financing sources/mechanisms (including potential revenue from the sale of the existing site)
- cost benefit analysis comparing estimated costs related to development of a new arena and exhibition center on the proposed new site to the identified funding sources

Contact: Lisa Drury, Asset Manager  
California Division of Fairs and Expositions (CDFE)  
(916) 263-2951



**A. Plescia & Co.**



# Virginia Street Mixed-Use Development Vallejo, California

A. PLESCIA & CO. provided advisory services to the Redevelopment Agency of the City of Vallejo related to negotiation of Memorandum of Understanding and Disposition and Development Agreement for development of 480 units of urban scale ownership housing (3 – six story buildings), 26,000 square feet of ground floor neighborhood commercial retail space and 708 on-site structured parking spaces (podium). The project includes 437 market rate units and 43 below market rate units of housing. Specifically A. PLESCIA & CO. provided services related development pro-forma analysis, identification of potential public financing investment (amount and form of), negotiation of business terms related to property disposition and development, negotiation and preparation of a Disposition and Development Agreement and preparation of the required Section 33433 Report in accordance with California Community Redevelopment Law.

Contact: Craig Whittom  
Community Development Director  
City of Vallejo  
707-649-3510



**A. Plescia & Co.**

## QUALIFICATIONS SUMMARY

The RCH Group is a real estate consulting firm providing land use, design, resource management, project management and entitlement services. Our expertise lies in the development of plans that truly optimize the interplay between physical, market and financial parameters for a given development program in a given setting. We recognize the uniqueness of each client, each business plan and each site and structure our work efforts accordingly. Physical planning and design services range from the development of overall land use concepts to the preparation of detailed site plans. We specialize in large scale mixed-use and resort planning efforts. We also offer extensive expertise in entertainment / residential-based venues; a niche component often associated with mixed-use planned communities, resorts and commercial projects. In addition, the RCH Group is on the cutting edge of energy efficiency planning, having worked on plans with the major utility companies in California as well as research institutions such as the Lawrence Livermore Laboratory in Berkeley. Our breadth of services from concept to operations can be utilized either collectively or individually, dependent upon your expressed needs and desires.

Our clients include governmental agencies, landowners, developers, investment groups, and homebuilders, as well as specialized entertainment interests. The RCH Group also has a particular expertise in optimizing the use of difficult sites: parcels that are either politically sensitive; involve environmental constraints; or are located in constricted urban settings. Our proactive and creative approach to planning and design often turns what might be considered a negative site attribute into a positive marketing feature.

Accountability is the foundation for our approach. We listen to your needs and develop a program tailored to meet your project objectives in a timely and cost effective manner. Service is our foremost consideration.

RCH Group has been involved in the planning and design of fairs, expositions and entertainment based venues since the early 1980's. Our work has involved the planning and design of new fairgrounds, the redevelopment of existing fairgrounds and the planning and design of individual venues. We also have experience integrating all of the above into larger planning and design efforts involving mixed-use districts and master planned communities

RCH Group has also been instrumental in working with fairs and other venues to capture additional sources of revenue through the identification of "excess or underutilized lands" that could potentially be either leased or sold to retail, office or residential developers. The Madera District Fair, where 35 acres was leased to a retail developer, was the first of it's kind in the State of California and has been used as a example for others to emulate.





**ROBERT K. JOHNSON   AICP, ASLA**  
**PRINCIPAL**

Robert Johnson has over 30 years of experience as a planner and urban designer of cities, new towns, master planned communities, resorts and entertainment-based projects. He takes a personal role as the principal planner and designer on all large-scale projects requiring conceptual design and site planning expertise.

Over his career, Mr. Johnson held executive positions with a number of land development and consulting firms. As the Director of Residential Development for a major Southern California land developer, Mr. Johnson was responsible for all activities involved in the development of over 1,600 acres in Riverside and San Diego Counties. Projects involved both mixed-use planned communities and custom lot programs in unique environmental settings. As the project proponent, Mr. Johnson acted on behalf of the company in representing the projects before the community and governmental agencies, overseeing a team of consultants.

In a variety of roles as a consultant, Mr. Johnson has been responsible for the planning and design of planned communities and resorts on over 100,000 acres in California, Texas, Colorado and Maryland as well as Canada, Mexico, Spain, China and Singapore. Projects typically involved taking raw land through entitlements, design development and implementation. International projects primarily involved resorts and entertainment-based venues. Mr. Johnson has a particular expertise in the development of lifestyle and leisure oriented communities (e.g. golf courses, lakes, entertainment venues), hillside development and working in sensitive environmental settings. Mr. Johnson has also been a guest speaker before a variety of international organizations on the topic of facility master planning.

Mr. Johnson has also provided planning and design assistance to a variety of public sector clients involving the preparation of general plans, specific plans, local coastal plans, environmental assessments and EIS/EIRs, among others. Most of these efforts involved an extensive public outreach program involving citizen advisory committees and public workshops as well as newsletters, videos and other information dissemination techniques.

**EDUCATION**

Master of Landscape Architecture, University of Pennsylvania, Philadelphia, PA  
B.S. Environmental Planning and Management, University of California, Davis

**PROFESSIONAL ASSOCIATIONS**

Member, American Institute of Certified Planners (AICP)  
Member, American Society of Landscape Architects (ASLA)  
Member, North State Building Industry Association

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**DAVID E. COOK**  
**MANAGING PRINCIPAL**

Dave Cook has been active in the real estate industry for more than 30 years, with experience in most facets of the business, including land and income property acquisition, entitlements and other agency approvals, land development, home construction, and sales and marketing. Since the mid-1980's he has acquired, entitled and developed numerous projects as a managing partner, as well as providing land entitlement and development consulting services for multiple clients.

Mr. Cook has served in a variety of positions during his real estate career, from Division President of a publicly-traded homebuilding company to an owner-developer. He has managed condominium conversions in Sacramento and the Bay Area, and apartment acquisitions on the West Coast for a Paine Webber Fund. Mr. Cook entered the development and home building business as a Project Manager and Sales and Marketing Director after a brief stint of selling homes and land. He held a California Real Estate Brokers license from 1980 to 1994.

As a consulting Project Manager and consultant, Mr. Cook handled the tentative map approvals and development agreement for a 1,300-lot golf course community in Northern California and was responsible for the re-design, re-approval and development of a 579-lot residential community and private golf course in Placer County. He was also responsible for the Community Facilities District (CFD) formation, bond financing, infrastructure design, and construction administration. Among other things, Mr. Cook is currently responsible for park and wetland land acquisitions, CFD formation, infrastructure design, planning and implementation for the initial 800 acres of a Specific Plan in Sacramento County.

As a managing partner and minority owner, Mr. Cook was responsible for land acquisition, planning, entitlement and development of a private golf course and was involved in all facets of the design and construction of the clubhouse, and ancillary buildings. He was also directly responsible for the planning, development, sales and marketing of the adjacent gated 72-lot custom residential subdivision. Mr. Cook has acquired, entitled, financed, developed, marketed and sold out a number of other gated custom residential projects.

**EDUCATION**

B.A. Psychology and Rhetoric, University of California, Davis

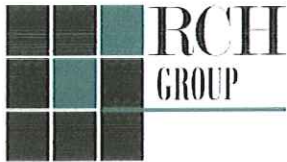
**PROFESSIONAL ASSOCIATIONS**

- Member, North State Building Industry Association
- Member, Urban Land Institute
- Partnership Council Member, American Cancer Society
- Board Member, Sutter Roseville Medical Center Foundation

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# Nevada County Fair

GRASS VALLEY, CALIFORNIA

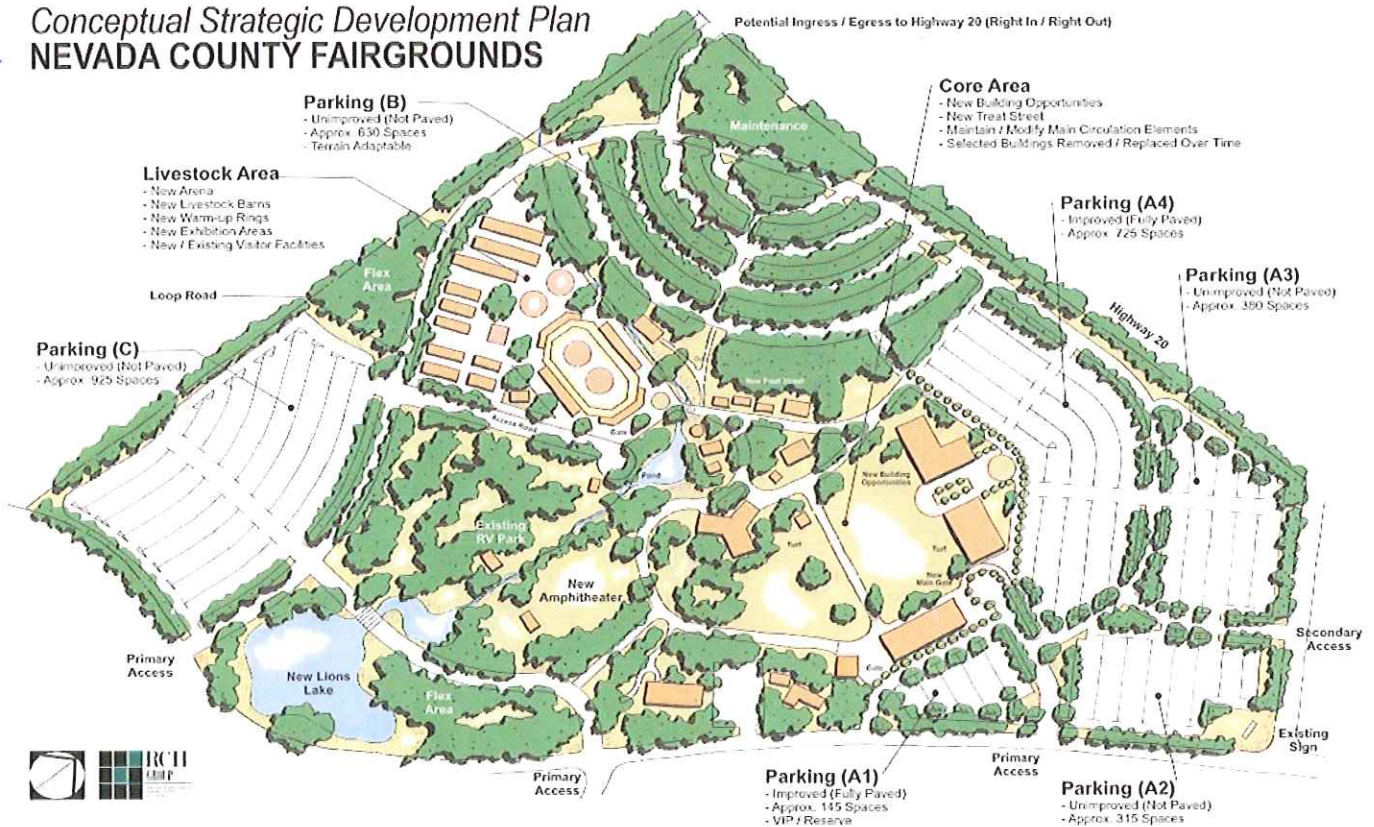
*The Nevada County Fair has a rich history as a community resource and host to a number of significant musical and cultural events.*

The Nevada County Fair occupies a beautiful pine covered site in the Sierra Foothills just outside of Grass Valley. The Fair is highly coveted by the local citizenry for what the Fair brings to the local community in the form of the annual event and a very active interim event schedule that includes a multitude of regionally acclaimed musical festivals. The success of the Fair has led to increased usage resulting in the need to review circulation and parking options. In doing so, other recommendations were made to Fair management and the Board resulting in the preparation of a new physical Master Plan to coincide with a new policy plan adopted by the Board in 2005.

Primary Plan elements included:

- A new loop road with multiple access and gating opportunities;
- Three new parking lots incorporating 3,100 stalls;
- A renovated core area with a relocated multi-purpose arena, new large multi-purpose exhibition buildings and a new amphitheater;
- A relocated and redesigned Lions Lake;
- The identification of potential lease opportunity areas.

## Conceptual Strategic Development Plan NEVADA COUNTY FAIRGROUNDS











Planning

## Universal Studios Entertainment Centers

THROUGHOUT THE UNITED STATES, CANADA, AND ASIA

*Urban design strategies for the roll out of urban entertainment centers in major metropolitan cities throughout the United States, portions of Canada, Japan and Southeast Asia.*

Planning and design solutions were prepared in support of the Location Based Entertainment (LBE) program under consideration by Universal Studios for sites around the world. Utilizing CITYWALK as a model, the program involved the development of motivational criteria, proprietary Universal brands, key retail / restaurant relationships, pedestrian movement patterns, District formulation and relationships with adjacent attractions / land uses. The project also involved acting on behalf of Universal in discussions with potential collateral developers.







Project Management

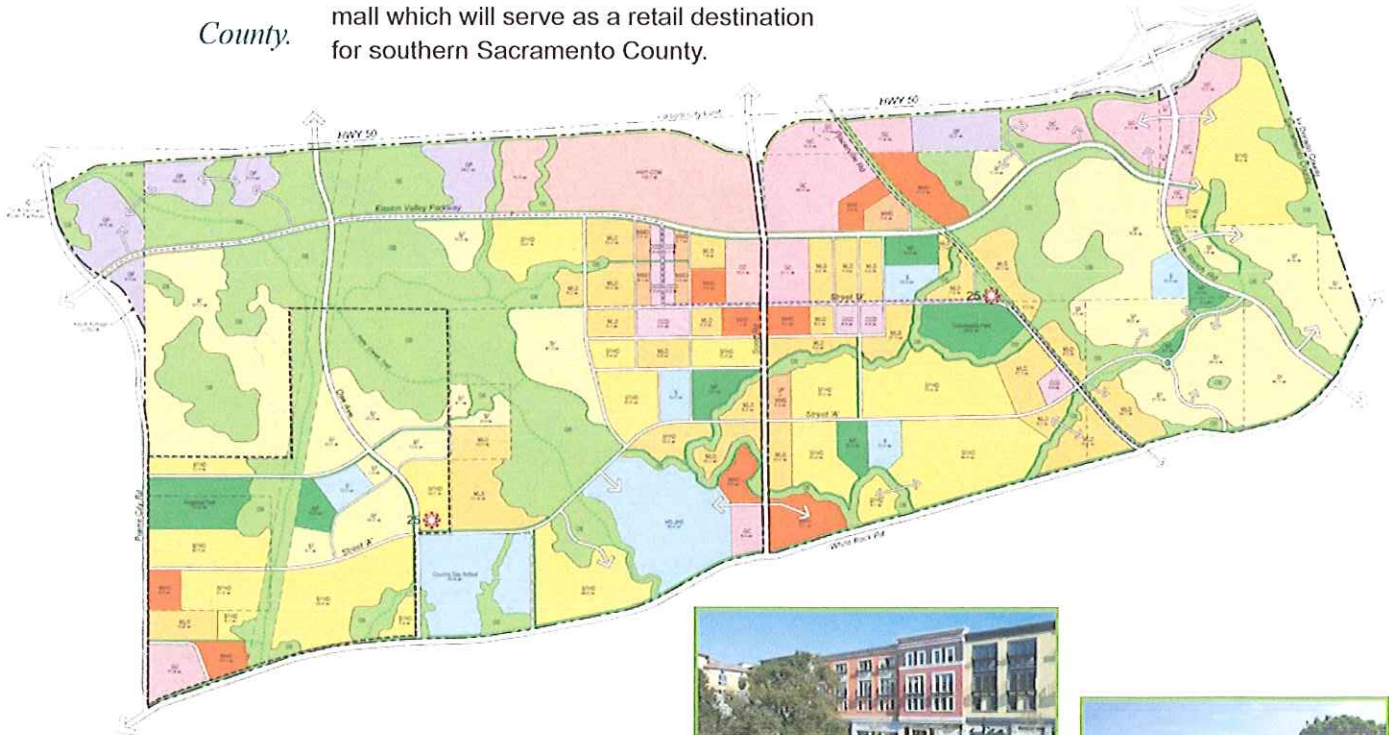
# Folsom Plan Area

Folsom, California

*Project management for a 3,510 acre Master Planned Community representing the next major growth area for Eastern Sacramento County.*

The Folsom Plan Area encompasses approximately 3,510 acres within the City of Folsom's Sphere of Influence and is located immediately to the south of Highway 50. The Plan proposes 10,210 residential units, 511 acres of commercial and office uses, with 30 percent of the total Plan area as open space providing a substantial amount of parks and other community-related land uses. The Plan proposes a 1.2-million square foot regional mall which will serve as a retail destination for southern Sacramento County.

RCH Group serves as the project manager and land use advocate for the Folsom Plan Area managing the preparation of the conceptual land use plan, Specific Plan, environmental documents, infrastructure design and project entitlements. In addition, RCH is an active member of the Highway 50 Coalition, an organization created to address traffic concerns along the Highway 50 corridor.







Planning

# Cal Expo Strategic Development Plan

SACRAMENTO, CALIFORNIA

*Redevelopment and urban design strategies for the the 800 acre home of the California State Fair concentrating upon linkage concepts, functional relationships and future programatic requirements.*

Cal Expo is the home of the annual California State Fair and host to a variety of interim events held throughout the year. A three-yearlong planning and design effort resulted in the preparation of a long-range strategic development program and facilities master plan for the roughly 800-acre site concentrating upon the development of a flexible framework for the implementation of individually phased projects. Key components of the planning and design

effort involved the demolition of selected facilities and buildings that no longer met current management and operational needs, the addition of new buildings meant to accommodate future needs, and the restructuring of pedestrian and vehicular circulation elements. Maintenance and operations considerations in concert with the phasing of planned facilities were integrally involved in the planning and design effort.







# Madera District Fair

MADERA, CALIFORNIA

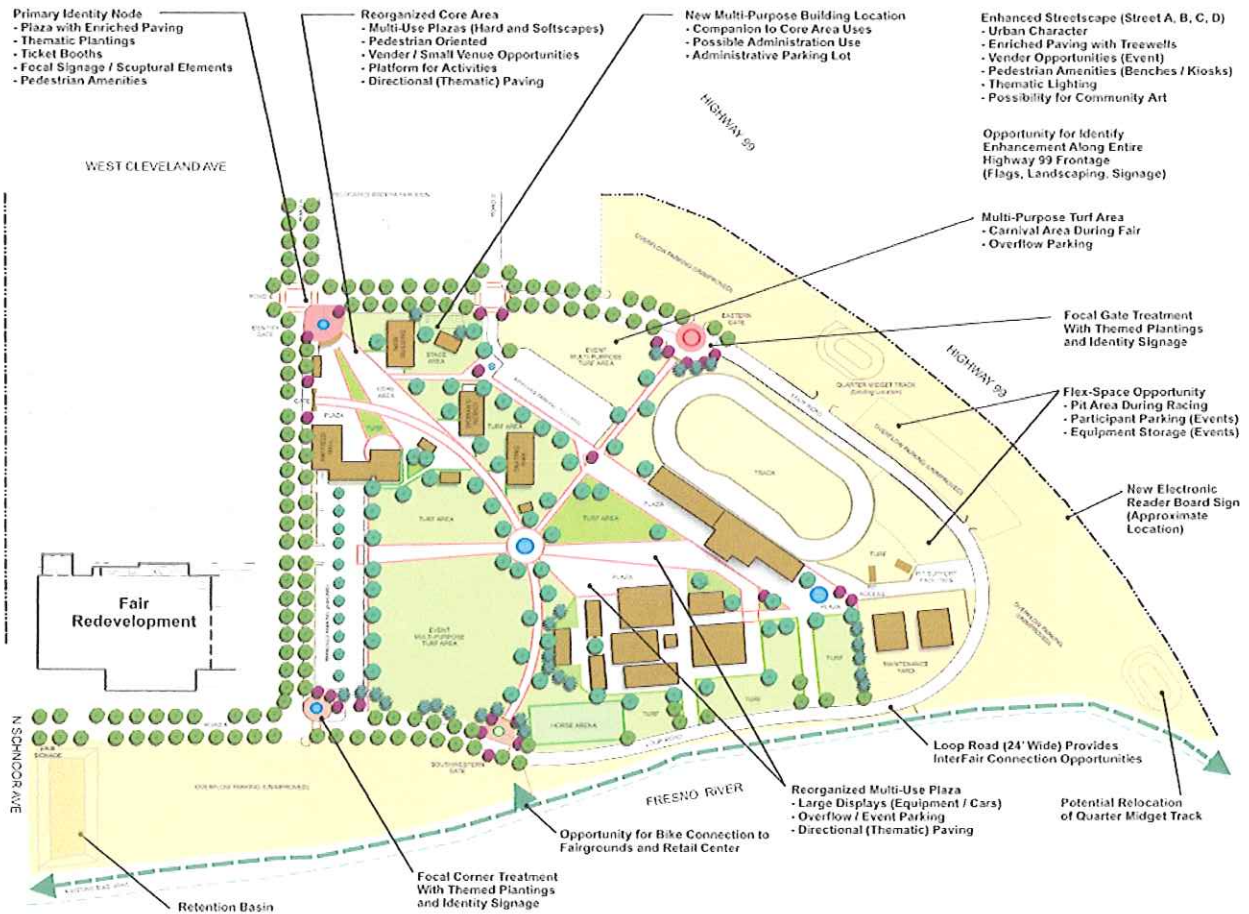
*RCH Group was a part of a team representing the interests of the fair during the redevelopment process.*

The 115-acre site associated with the Madera District Fair is a county island within a highly developed portion of the City of Madera. Much of the site is underutilized and the Fair Board wanted to take a look at just how much of the land could be made available for lease to commercial concerns without jeopardizing the future viability of the annual event.

plans were developed for review that ranged in intensity from minimal to aggressive, concentrating primarily upon the level of retail exposure to both West Cleveland Boulevard and Highway 99. Plans were presented to the community during a workshop, to civic leaders and the Board.

An analysis of the fairgrounds during a worst case event (the annual fair) indicated that roughly 50-60 acres of the grounds could be leased on a long-term basis without really impeding the functionality of the fair. Alternative

At the conclusion of this effort, the Fair Board chose one of the alternative plans and authorized staff to prepare and issue an RFQ for the redevelopment of roughly 35 acres.





## South Laguna Specific Plan

ORANGE COUNTY, CALIFORNIA

*The South Laguna Specific Plan provided the County of Orange with a vehicle to resolve conflicts agendas on the between builders, environmental groups and neighborhood advocates on issues such as hillside development and beach access through gated communities. The plan also served as the first Local Coastal Plan for the community.*

South Laguna is a unique coastal community in southwestern Orange County consisting of approximately 1811 acres of steep hillsides, terraces and ocean frontage. The Specific Plan represented a continuation, refinement and consolidation of numerous planning activities that have occurred over the years focusing upon preservation, recreation, coastal access and infrastructure. In response to these activities, the plan developed a series of recommendations to amend the general plan, prepare new implementing ordinances, implement specific circulation and infrastructure improvements and develop procedures for new beach access opportunities. Major issues addressed in the accompanying EIR involved a

variety of new development proposals (by others) up canyons, along ridgelines and along the bluff, traffic/circulation impacts along Highway 1, beach access through gated communities, open space preservation and inadequate drainage facilities. Portions of the plan area also involved habitat housing potentially rare and endangered species. An ongoing Citizens Advisory Committee (CAC) and a series of community-wide workshops provided a public forum for plan development and dissemination. The approved plan also served as the framework for the preparation of the Local Coastal Plan.







DEVELOPMENT / PLANNING / ENTITLEMENTS

# Mather Sports Center

SACRAMENTO COUNTY, CALIFORNIA - USA

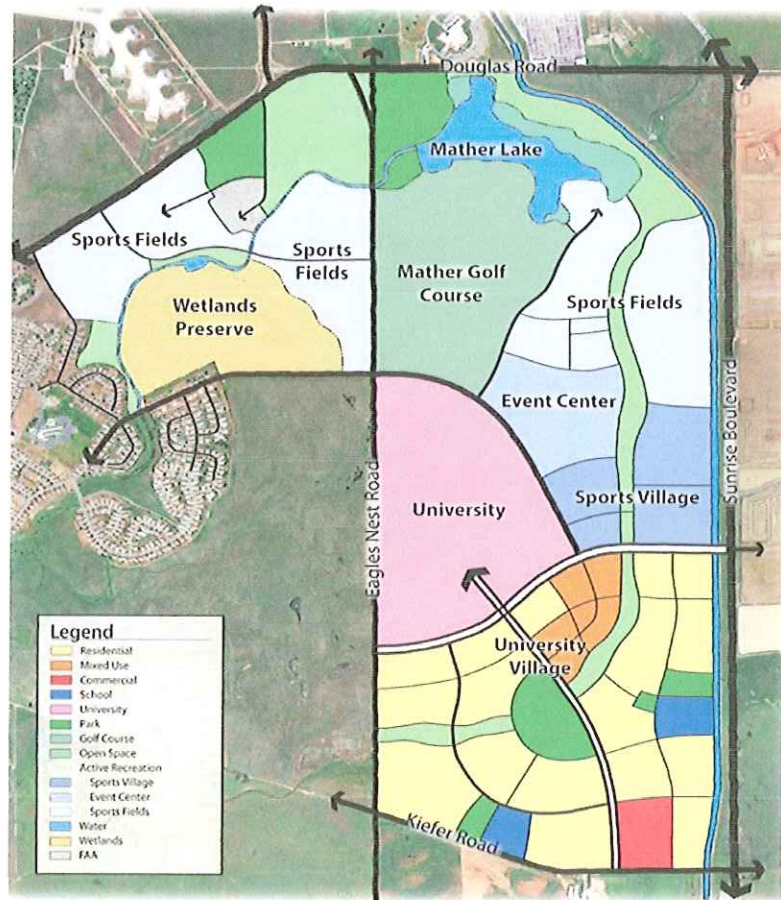
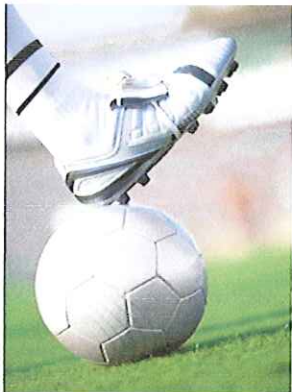
*RCH Group is acting as the Master Developer for the Center as well as providing planning, design, entitlement, environmental and permitting services. Individual projects within the Center will be designed and developed by selected development partners.*

RCH Group, in conjunction with West Coast Championship Sports, has secured the right from Sacramento County to develop a "Sports Center" on Sites 30, 31 and 32 at Mather Field; a decommissioned Air Force base adjacent to Rancho Cordova.

The concept planned for the Sports Center is similar to an Olympic Village with a support "core" complex surrounded by a variety of sports fields and other facilities providing opportunities for both practice and tournament play. Planned outdoor sport facilities include baseball, softball, soccer, football, rugby, lacrosse, basketball and track, among others.

Indoor facilities will accommodate boxing, wrestling, volleyball, gymnastics, and other arena focused events. Facilities will be professionally managed for use by organized leagues, community groups and professional sports groups.

Tying the whole complex together will be a mixed-use village (support "core") consisting of an events complex anchored by a multi-use stadium, short term full board living environments, themed retail / restaurants, entertainment venues and public open space.



# SOLANO COUNTY BOARD OF SUPERVISORS

Extract of the meeting  
March 22, 2011

## ORDER

### **Agenda Item No. 24 Project Management Services for Solano360 Project**

The Board was requested to consider approval of a professional services contract with Municipal Resources Group, LLC for project management services for the Solano360 Project for \$296,980.

Assistant County Administrator Birgitta Corsello reported that, per Board direction, County staff partnered with the City of Vallejo and the Solano County Fair to conduct a Request for Proposal process and selected Municipal Resources Group, LLC for project management services for the Solano360 Project for \$296,980. Ms. Corsello noted that the Scope of Work included the project management requirements as well as the coordination of multiple consultants, placed responsibilities for agendas and minutes in one location, and coordination of public noticing requirements. Ms. Corsello requested Board's authorization to direct staff to negotiate expanded public outreach to be brought back to the Board at a later date.

The Board received public comments from Donald Tipton, unincorporated Vallejo; George Guynn, Jr., Suisun; and Doug Darling, Friends of Lake Chabot who opposed the Solano360 project and did not feel that it had the support of the community.

Osby Davis, Mayor of the City of Vallejo; and Dan Broadwater, representing electrical workers; noted that they felt that Solano360 was a good project and would create needed jobs.

Supervisor Kondylis noted that she did not feel that there had been an open, transparent process and that efforts should be geared toward a pavilion project to generate the needed revenue. Supervisor Kondylis noted that she did not support this project at a time when County employees would be losing their jobs.

In response to a concern expressed by Supervisor Seifert, Deputy County Counsel Bernadette Curry noted that Brook Street, Solano360 Project Manager, was notified in August, 2010 that the County was suspending the process. In March, 2011, the Board gave staff direction to solicit proposals for project management services and, had Brook Street been successful bidder, there was language in the contract for the County to renegotiate their contract. Ms. Curry noted that once a new project manager was hired, staff would proceed with terminating the contract with Brook Street.

Supervisor Spring noted that the health of County employees as well as the economic health of the citizens was important in generating taxes and jobs.

Supervisor Spering noted that the location of the Solano360 Project at the Vallejo fairgrounds was a hub of three mega-regions (Sacramento, San Francisco, and San Jose) and that it was important to get the project entitled and to create jobs.

At the conclusion of discussion, the Board took the following action:

Moved to approve and authorized County Administrator Michael D. Johnson to sign a professional services contract with Municipal Resources Group, LLC for project management services for the Solano360 Project for \$296,980. Formally terminated the agreement with Brook Street for project management services for the Solano360 Redevelopment project and authorized the County Administrator's Office to sign a letter notifying Brook Street of the Board's action.

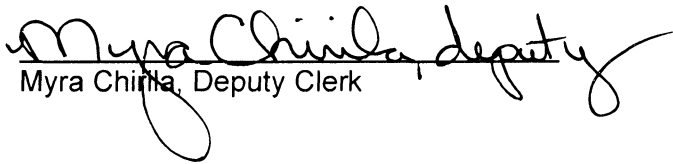
MOTION: John Vasquez. SECOND: James Spering.

AYES: John Vasquez, Linda Seifert, James Spering, and Mike Reagan.

NOES: Barbara R. Kondylis.

(Supervisor Kondylis did not support the Solano360 Project at a time when County employees would be losing their jobs.)

Witness my hand and Seal of said Board  
This 29th day of March, 2011

  
Myra Chirila, Deputy Clerk