



FAIRFIELD-SUISUN SEWER DISTRICT

Request for Proposal
for
Kellogg Resiliency Project
Community Co-Design & Environmental Studies

Project No. 4001

June 29, 2022

PROPOSALS DUE:

SEPTEMBER 16, 2022 AT 2:00pm

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REQUEST FOR PROPOSAL

I. INTRODUCTION

The Fairfield-Suisun Sewer District (District) is requesting proposals from qualified firms to participate in a Community Co-Design Process and conduct Environmental Studies for the Kellogg Resiliency Project. The selected consultant's work will be used to develop the final design and permitting necessary to create a nature-based solution to protect people, optimize infrastructure, and safeguard a stable and biodiverse future within a Suisun City, California community vulnerable to sea level rise, flooding, and fire.

During the proposal evaluation process, the District reserves the right, where it may serve the District's best interest, to request additional information or clarifications from the consultant team(s) presenting proposals for this work, or to allow correction of errors or omissions in this Request for Proposal (RFP). At the discretion of the District, proposing firms may be requested to make oral presentations as part of the evaluation process.

The District reserves the right to retain all proposals submitted regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposal, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the District and the selected consultant.

The District shall use its standard Agreement for Consultant Services (Agreement) to enter into a contract with the selected firm for the work specified herein. A copy of the Agreement is included as **Appendix A** of this RFP. Proposing firms shall carefully review the Agreement prior to submission of a proposal and submit a statement that the terms and conditions of the Agreement are acceptable. Proposing firms unable to comply with all the terms and conditions shall clearly indicate any exceptions to the Agreement.

The principal contact with the District will be Emily Corwin, Senior Environmental Engineer. Contact information is: ecorwin@fssd.com. Any questions on the content or intent of anything contained in this RFP shall be submitted in writing to the District, and answers to those questions may be shared with all proposing firms. The District makes no assurances that questions received within seven (7) days of the proposal due date shall be answered.

II. BACKGROUND AND PROJECT INFORMATION

The District is a wastewater special district about 40 miles northeast of San Francisco serving approximately 150,000 customers in Central Solano County, California, in the Cities of Fairfield and Suisun City, including the Travis Air Force Base and portions of unincorporated Solano County (Figure 1). The District safeguards public health and helps protect the Suisun Marsh, the nation's largest brackish water marsh and the largest remaining contiguous wetland on the Pacific Coast of North America. Over several decades, the District has evolved from a technical engineering entity to a valuable resource manager, partner in local economic development, and active member of the watershed community. The District has taken numerous actions to shift traditional thinking about the way wastewater utilities are run.

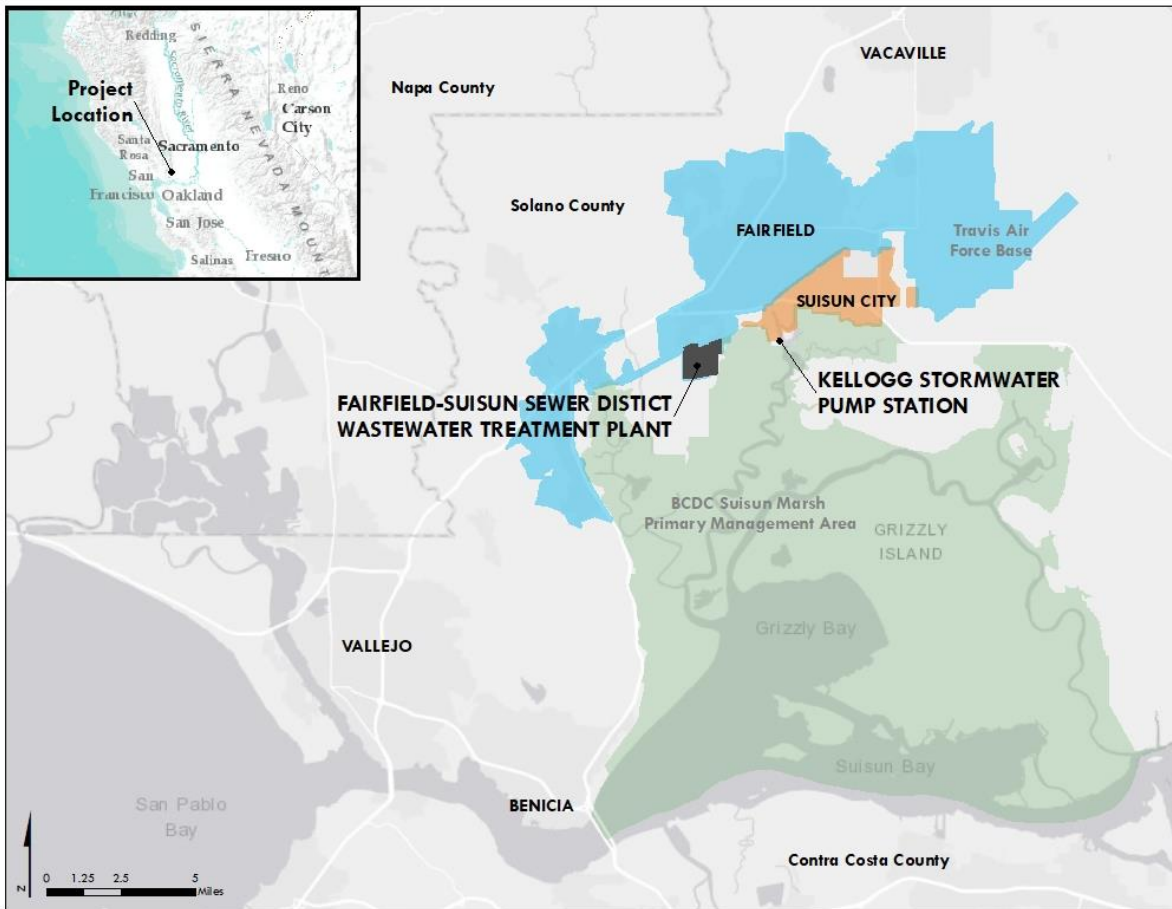


Figure 1. Project Vicinity Map

The project site is located adjacent to the Suisun Slough in an area that is owned and maintained by the City of Suisun City that is particularly vulnerable to sea level rise related flooding and fire, as evidenced during a June 2020 fire that engulfed the project site and adjacent properties, resulting in the loss of homes and pets, and animals at the adjacent Suisun Wildlife Rescue Center. Additionally, maps produced by the Bay Conservation and Development Commission (BCDC) (Figure 2) identify the project site as one of the first locations that will flood in future sea level rise scenarios, and without retrofit could be a source of flooding to adjacent properties at higher water levels and adversely impact stormwater management throughout the portions of Suisun City that drain to the site (Figure 3). Additional flood risk will also severely impact the District’s ability to manage, convey, and treat wastewater flows from Suisun City due to inundation of sewer infrastructure.

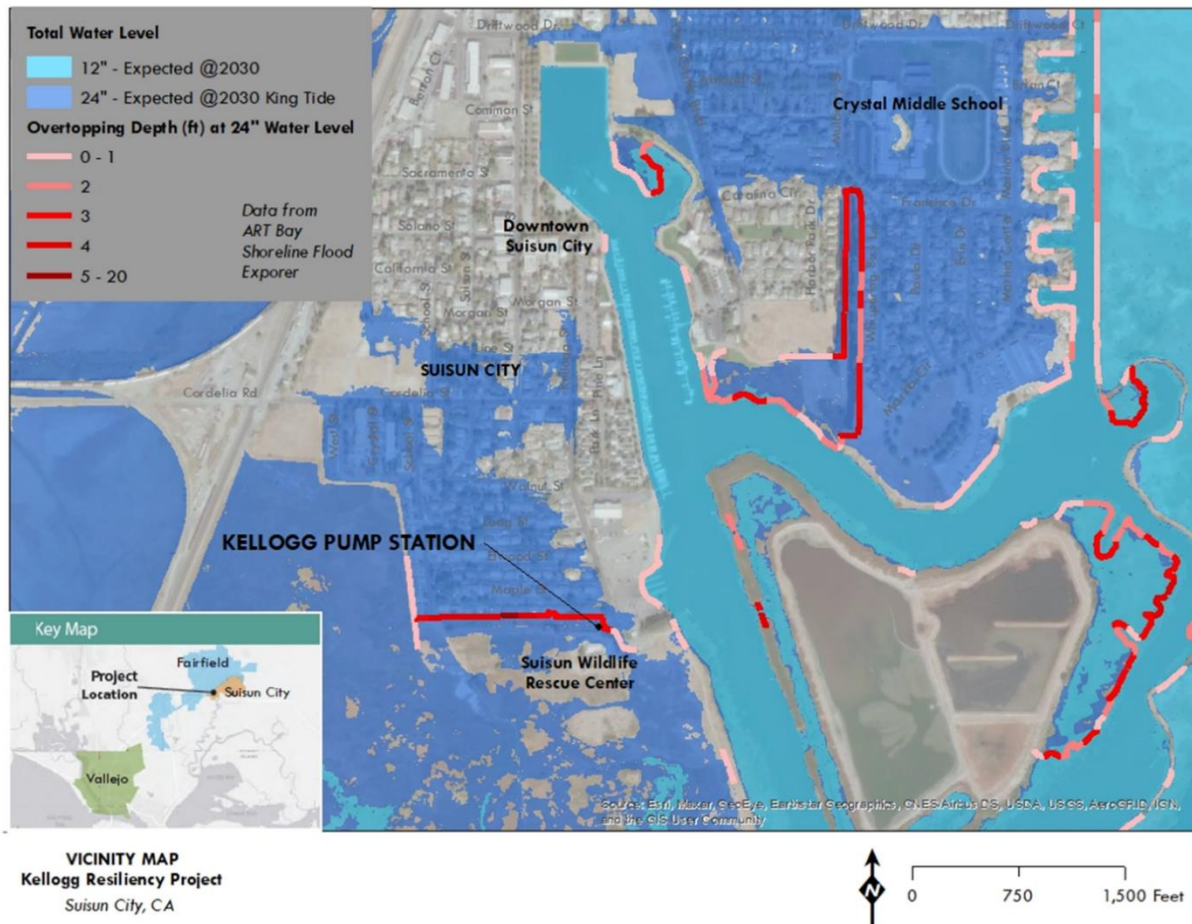


Figure 2. Project Vicinity Map with Predicted Sea Level Rise Inundation

The project goals are to:

1. Collaborate with adjacent landowners and stakeholders to develop a project that equitably engages and **benefits a disadvantaged community**¹;
2. Fund, design, build, and maintain a **nature-based solution** to address future conditions that models a scalable solution for the City, County, and Bay Area; and
3. Benefit hundreds of residents and businesses in Downtown Suisun City by increasing climate resilience and designating the area a **public Park with walking trails and educational opportunities**.

Anticipated benefits from the project include:

- Reduced vulnerability to flood and fire to approximately 1,500 people living in 500 homes and working at 50 businesses located within a Department of Water Resources designated Disadvantaged Community;
- Effective conveyance, reduced maintenance, and treatment of stormwater flows from the existing tributary area to the Kellogg Pump Station;

1 The project site is within a disadvantaged community, as identified through the Department of Water Resources Disadvantaged Communities Mapping Tool (source: <https://gis.water.ca.gov/app/dacs/>) and located less than a ½ mile from a SB 535 designated disadvantaged community (<https://oehha.ca.gov/calenviroscreen/sb535>).

- Demonstrate within Solano County the multi-benefit function of nature-based solutions through:
 - Improved water quality in the Suisun Marsh through the use of green stormwater infrastructure to treat stormwater runoff from an approximately 89-acre drainage area, with particular focus on reducing PCBs, Mercury and Trash;
 - Installing 900 feet of an ecotone levee, an innovative nature-based solution that restores ecosystems while reducing exposure of communities to sea level rise and storm surge;
- Incorporation of the site as an almost 2-acre public park with 2,500 feet of new walking trails that also provide fire access and educational opportunities about, for example, the history and culture of Suisun City, nature-based solutions and climate resiliency, indigenous peoples, and the Suisun Wildlife Rescue Center.

The District maintains the Kellogg Stormwater Pump Station through a Drainage Maintenance Agreement with the City of Suisun City. The City of Suisun City maintains the existing natural channel that feeds the Kellogg Pump Station, which frequently clogs with plant material and requires significant maintenance efforts to prevent a flow restriction. The original intent of the Kellogg Channel was to serve as a stormwater detention basin for the Kellogg Pump Station. Figure 3 identifies the storm drain infrastructure that conveys stormwater to the Kellogg Channel and Pump Station.

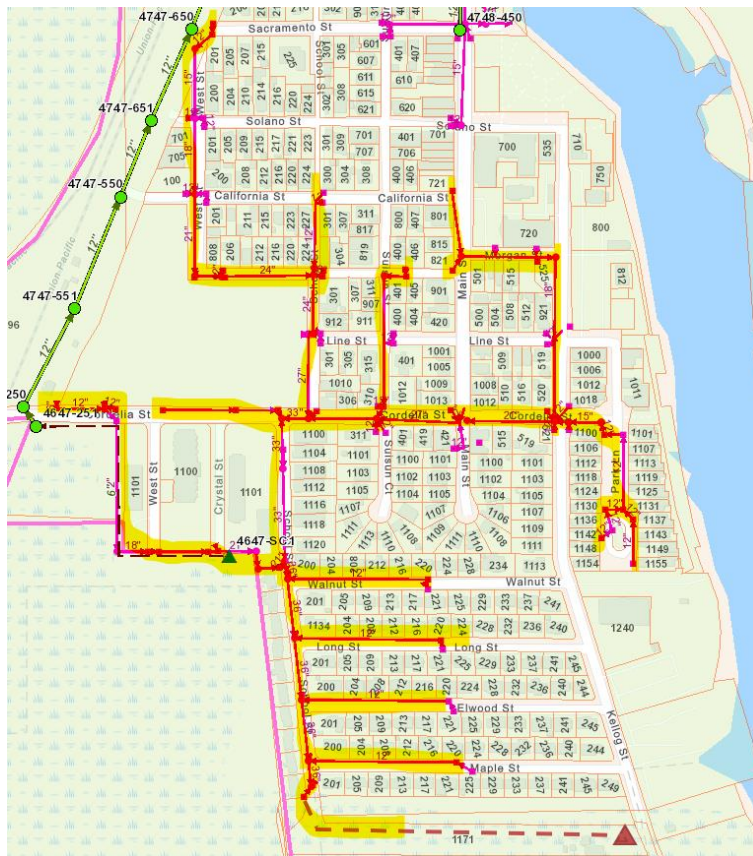


Figure 3. Stormwater infrastructure in Suisun City conveying stormwater to the Kellogg channel and Stormwater Pump Station

Project partners include community members and adjacent residents, the City of Suisun City, Fairfield-Suisun Sewer District, Solano Stormwater Alliance, Suisun City Environment and Climate Committee, Suisun Wildlife Center, California Department of Fish and Wildlife, Suisun City Fire Department, Sustainable Solano, Fairfield Suisun Unified School District, Solano Center of California Conservation Corps, and the Solano Transportation Authority.

The scope of this RFP includes community engagement to develop concept and engineering designs and preparatory work to support project permitting. A separate, future RFP(s) will cover final design, permitting, and CEQA work. Please note that neither submission of a proposal nor selection for this work will disqualify a proposing consultant team from subsequent planning and/or design contracts that could develop from the work.

III. SCOPE OF WORK

The goal of this RFP is to complete a community co-design process to select and develop a preferred design concept for the Kellogg Resiliency Project.

Proposing firms shall perform the minimum services outlined in Tasks 1 through 6 below. Proposing firms are welcome to suggest adjustments to the approach and propose additional scope of work, provided additional items are clearly identified and deliver the greatest possible benefit to the project, District, and community.

This project is being managed by the District; and will rely on staff input from the District, the City of Suisun City, and numerous community partners. A critical aspect of the Consultant's work will be incorporating diverse community perspectives into the project design, while providing a cohesive 30% design concept that is responsive to community input and defensible for justifying the estimated costs and benefits.

Task 1. Identify, Gather, and Review Existing Information

The Consultant will work with the District and project partners to identify, gather, and review any relevant background information for the Project and Project site. Such information may include, but is not limited to: existing engineering data/studies for the Project area, including elevation and land surveys, hydrologic and hydraulic studies, groundwater studies, and geotechnical data; biological or cultural resource studies, as well as mapping, reports and documentation of special status species in the vicinity of the Project site; planning documents by the affected jurisdiction(s), including relevant General Plans, Project Plans and/or Master Plans; additional hazards and hazardous materials assessments for the Project area; and CEQA documents for similar projects and/or geographies.

Consultant will gather data that analyzes environmental conditions, focusing on relevant environmental statutes and regulations that include, but are not limited to: CEQA, NEPA, the Migratory Bird Treaty Act, state and federal Endangered Species Acts, Clean Air Act, Clean Water Act, Porter-Cologne Act, California Fish and Wildlife Code, cultural and archaeological statutes, noise ordinances, and traffic laws.

The Consultant will conduct site visit(s) to collect and understand existing physical, ecological, and social constraints and opportunities at the project site to achieve the intended project objectives. Existing information already collected by the project team for the project vicinity will be made available to the selected consultant including, soils, fire risk, sea level rise mapping, city zoning, land use, storm drain and sewer infrastructure. Maps identifying some of these elements are included in Attachment B for reference.

DELIVERABLE:

Digital folder with an organized file structure of all background information identified. All existing information identified, gathered, and reviewed by the consultant will be provided to the District, including but not limited to, photos, reports, maps, and GIS shapefiles.

Task 2. Alternative Concept Designs

With input from the District and project team, the selected Consultant will develop three (3) alternative concept designs that meet the project objectives to:

- Reduce vulnerability of adjacent and nearby homes and businesses to flood and fire;
- Demonstrate an innovative and novel nature-based solution;
- Improve water quality in the Suisun Marsh using green stormwater infrastructure; and
- Incorporate community access and educational opportunities.

These concepts will be developed to a 5% design development level using existing data only. The three alternative design options will be presented in the form of 2-page 11x17 fact sheets with annotated engineering sketches including rough dimensions and materials, and a brief description of the designs. Alternatives can consist of different nature-based approaches and variations of the same general approach (e.g., differences in materials, in the balance between green and gray elements, in project timeframes, or in the needed investment).

DELIVERABLE:

Each concept design fact sheet will include annotated engineering sketches (plan and profile) with rough dimensions and materials, and a brief description of the designs (including both green and gray infrastructure elements). The sheets will also include essential construction considerations (if any), important notes on needed maintenance and monitoring, and potential advantages and drawbacks of each alternative (including cost, as available information allows). These deliverables will be shared by the District, with support from the selected consultant, with community stakeholders during a community design charrette and workshop (Task 3). Draft concept design fact sheets will be a basis of discussion for the community design charette and the final concept design fact sheets will be a basis of discussion for the partner design workshop.

Task 3. Community Engagement

The selected Consultant will co-facilitate one (1) community design charette followed by one (1) partner design workshop. The community design charette will coincide with a short online survey prepared and distributed by the District and the City of Suisun City, that the consultant will be invited to review and provide comments on. The survey will be open for 1-month to all members of the community to collect input on the draft fact sheets.

The goal of the community design charette is to (1) collaborate with community stakeholders and the project team to collect and confirm existing information about the project site (2) share project physical, ecological, and community design strategies with potential to include at the project site, and (3) collect preliminary input on initial 3x alternative design concepts.

The goal of the partner design workshop is to (1) share the final 3x concept design fact sheets with key stakeholders and the project team, (2) select with participants a preferred project concept alternative, and (3) identify modifications to the selected alternative before proceeding to the 30% design phase (Task 5).

DELIVERABLE:

The District will lead facilitation of both the charette and workshop, including identifying attendees and distributing invitations. The consultant will draft agendas, create and present meeting materials, moderate breakout groups, collect feedback from participants, and summarize meeting minutes.

Task 4. Data Collection

Based on the results of Task 1 and the selected concept design alternative (Task 3) the consultant will identify gaps in data and existing information needed to quantify impacts and fulfill environmental review requirements. Within the scope of this contract three specific data collection efforts are proposed for inclusion in the consultant contract: wetland delineation (Task 4.1), topographic survey (Task 4.2), and beneficial reuse of dredge sediment feasibility (Task 4.3).

Task 4.1. Wetland Delineation

The boundaries of wetlands and other waters that are expected to be regulated by the U.S. Army Corps of Engineers (USACE) as waters of the U.S will be delineated. The consultant will delineate the boundaries of these features according to methodologies outlined in the USACE Wetland Delineation Manual and other USACE guidance.

Task 4.2. Topographic Survey

Based on the project area identified in the selected preferred project concept, conduct a detailed site survey at the project location to collect topographic information (e.g., 6-inch to 1-foot contours) and the locations and elevations of critical site features such as existing storm drain infrastructure, streets, curbs, property lines, easements, and existing site features. The site survey information will serve as the basemap for the subsequent engineering design development tasks.

Task 4.3. Beneficial Reuse of Dredge Sediment Feasibility

Evaluate feasibility, including costs and benefits, of beneficially reusing sediment from dredging of the Suisun Marina within the project footprint. This task includes a Sampling and Analysis Plan and collection and analysis of soil samples as needed.

DELIVERABLE:

A technical memorandum with a (1) field investigation plan to address data requirements for future project phases (e.g., hydrologic & hydraulic study, geotechnical data, biological assessment report, cultural resources survey report) and (2) field work outcomes including the wetland delineation, topographic survey, dredge material 'Sampling and Analysis Plan' and testing data in AutoCAD, PDF, and shapefile formats.

Task 5. 30% Design Development (DD) Package

The consultant will provide the District with a detailed 30% engineering design development (DD) package that will include 30% Engineering Design Plans, Outline Specifications, preliminary construction Cost Estimates, and a Basis of Design (BOD) letter with schedule. The 30% Engineering Design Plans will include a Cover Sheet, Overall Site Improvement Plan, Schematic Landscape Plans, and any Engineering Details necessary to convey the intent of the overall project.

The BOD letter is a living document that will be updated and submitted at each design phase. The 30% BOD letter will describe existing and proposed site conditions along with any assumptions made in the development of the plans, and describe any decisions made regarding the preliminary design. The BOD letter will also include a recommended project permitting strategy and timeline including identifying necessary permits, approvals, and agency coordination required for project construction with related links, documents, and contacts of relevant regulatory agencies. The project permitting strategy will:

- Evaluate participation in any relevant regulatory workgroups (e.g., San Francisco Bay Restoration Regulatory Integration Team (BRRIT), Dredged Material Management Office (DMMO));
- Identify all potential utility owner coordination required (by agency name and reason, i.e., PG&E – gas lines);
- Identify all potential permitting requirements and/or agency approvals (by agency name and reason, i.e., City of Suisun City – encroachment permit);
- Outline environmental approvals process and estimated timeline for development and completion; and
- Develop planning level cost estimates for permitting and agency approvals (applications, permits, and cost for consultant coordination).

DELIVERABLE:

Draft and Final 30% Engineering Design Package in electronic format, with a Basis of Design letter summarizing permitting and approval descriptions and processes; assumptions or communications that were made to inform the permit strategy; and application, permit, and related fee cost estimates.

Facilitate a Draft Package review workshop with project team to collect feedback for incorporation into Final Package.

Task 6. Meetings and Project Coordination

The selected proposing consultant team shall:

1. Provide technical oversight of the project and ensure the full scope of work is completed on-time and within the contractual budget.
2. Implement quality assurance and quality control procedures for deliverables that are produced.
3. Attend regular progress calls (assume 1-hour meeting every 2 weeks at a minimum), and occasional in-person meetings at the District's treatment plant, with the District and project partners. These meetings will allow the team to review project progress, explore issues, identify resolutions, and provide recommendations regarding the project design.
4. Facilitate a project kickoff meeting with the District and project partners to review the scope of work, discuss big-picture goals, and define roles and responsibilities. Where necessary, Consultant and District will hold specific meetings to explore specific information, assumptions, or processes.
5. Prepare progress reports to be submitted with monthly invoices that detail the project performance to-date.

As part of this task, the consultant will coordinate and attend meetings, prepare meeting agendas (as necessary), compile and distribute meeting minutes, and participate in conference calls. This task will also cover internal design meetings and day to day correspondence by phone and e-mail. This task

also includes time to prepare contract documents, invoicing, financial management, and project data management.

DELIVERABLES:

Monthly invoices and meeting minutes for project kickoff and progress meetings.

IV. PROPOSAL REQUIREMENTS

A. Proposal Contents

Proposals shall be concise, well organized, and demonstrate the proposing consultant team's capabilities and experience applicable to the project and the specific approach to satisfy the requirements of the RFP. Proposals shall include the following sections.

1. Title Page: Title page showing the proposal's subject; the firm's name; and the date of the proposal.
2. Table of Contents
3. Transmittal Letter: A signed letter of transmittal briefly stating the proposing consultant team's understanding of the work to be done, the commitment to perform the work within the stated time period, a statement of why the proposing consultant team believes itself to be best qualified to perform the work, a statement that the proposal is a firm and irrevocable offer for ninety days from the proposal due date, and a statement acknowledging that the terms of the District's Agreement for Consulting Services are acceptable.
4. Detailed Technical Proposal: The proposal shall demonstrate the qualifications, competence, and capacity of the proposing consultant team seeking to undertake the Scope of Work for the District in conformance with the requirements of this RFP. The substance of proposals will carry more weight than their form or manner of presentation. The proposal shall demonstrate the qualifications of the firm and of the staff to be assigned to this project and should specify a professional approach that will meet the Request for Proposal's requirements. The Technical Proposal should address all the points outlined in the Scope of Work. The Proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capability to satisfy the requirements of the Scope of Work. The following subjects must be included, at a minimum.
 - a. *Firm Qualifications and Experience*: State the size of the proposing consultant team, the location of the office(s) from which the work on this project is to be performed and the number and nature of the professional staff to be employed in this project. Describe how the project team will be organized and managed to ensure successful project delivery. Describe the qualifications and experience of subconsultant firms that are proposed, if any.
 - b. *Similar Projects with Other Agencies*: For the proposing consultant team's office and staff that will be assigned responsibility for the work, list the most significant projects (maximum of 5) performed in the last five years that are similar to the work described in

this RFP. Indicate the scope of work, date, project team leader, and the name, email address, and telephone number of the principal client contact.

- c. *Specific Approach*: Set forth a work plan, including an explanation of the methodology to be followed, to perform the services required in Section III, SCOPE OF WORK, of this RFP. The approach may include additional optional tasks recommended by the Consultant.
- d. *Project Schedule*: Set forth a detailed schedule that establishes anticipated completion of project tasks and submittal of deliverables required in Section III, SCOPE OF WORK, of this RFP, in consideration of the anticipated completion date described in Section 0,

e. PROPOSAL AND PROJECT SCHEDULE, of this RFP.

Cost Proposal: The proposal shall include a single schedule of estimated costs for the services required in Section III of this RFP, including all tasks and deliverables. At a minimum, the cost proposal shall indicate the estimated hours and hourly rate for each personnel classification to be used for each task from the proposing firm and any subconsultants, as well as any other estimated direct costs. The cost proposal shall summarize the estimated cost per task. Separate line items shall be provided for each optional task (both those listed in the RFP and others recommended by the Consultant).

Key Personnel: Submit resumes of the project manager and other key personnel being proposed to complete the work. For each key personnel, explain that person's availability to work on this project.

Draft Scope of Work: Provide a draft of a detailed scope of work that would become the basis of scope negotiation should the proposing firm be selected. Include all assumptions and planned deliverables.

B. Proposal Submittal

Proposals will be accepted in ELECTRONIC FORMAT (PDF), by email. It is the proposing firm's responsibility to ensure receipt of the proposal by District staff prior to the deadline. Complete proposal should be sent as a single file to the following address:

Emily Corwin, Senior Environmental Engineer
Fairfield-Suisun Sewer District
1010 Chadbourne Road
Fairfield, CA 94534-2700
ecorwin@fssd.com

V. EVALUATION PROCEDURES

Review Committee: Proposals will be evaluated by a Review Committee of District and City of Suisun City staff.

Evaluation Criteria: Proposals will be evaluated using the following criteria:

1. **Mandatory Elements:** The proposing consultant team adheres to the instructions in this RFP on preparing and submitting the proposal.
2. **Expertise and Experience**
 - a. The proposing consultant team's previous experience and performance on comparable projects.
 - b. The quality of the proposing consultant team's professional personnel to be assigned to the project and the quality of the firm's management support personnel to be available for technical consultation.
 - c. Size and structure of the proposing consultant team.
 - d. Organization of the project team.
3. The firm's technical approach reflects an understanding of the scope of work; is efficient and effective; and will most support the District's design and construction goals.
 - a. The proposed schedule for completing all tasks outlined in the RFP.
4. Proposed cost.

Oral Presentations (if held): During the evaluation process, the Review Committee may, at its discretion, request any or all proposing consultant teams to make oral presentations. Such presentations will provide proposing consultant teams with an opportunity to answer any questions the Review Committee may have on a firm's proposal. Not all firms may be asked to make such oral presentations.

Final Selection: The District will select a proposing consultant team based upon the recommendation of the Review Committee.

Right to Reject Proposals: Submission of a proposal indicates acceptance by the proposing consultant team of the conditions contained in this Request for Proposal unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the District and the firm selected. The District reserves the right to reject any or all proposals.

VI. PROPOSAL AND PROJECT SCHEDULE

Proposing firms are advised of the following deadlines and key dates:

Proposal Schedule Milestone	Key Dates
Request for Proposal issued	July 29, 2022
Site Visit	Tuesday August 16, 2022 at 9am *RSVP to ecorwin@fssd.com
Question & Answer Period	Q&A closes on September 9, 2022
Due date for proposal	September 16, 2022, at 2:00pm
Interviews (if held)	Week of September 26, 2022
Anticipated Award of Contract	October 24, 2022

The desired timeline for the project execution is shown below. The District is open to alternate timelines. Proposing firms shall provide a fully detailed project schedule as part of the technical proposal outlined in Section IV, PROPOSAL REQUIREMENTS.

Project Scope of Work Item	Due Date
Kickoff Meeting	November 2022
Task 1. Identify, Gather, and Review Existing Information	November 2022 – December 2022
Task 2. Alternative Concept Designs	Draft Fact Sheets: January 2023 Final Fact Sheets: February 2023
Task 3. Community Engagement	Charette: February 2023 Workshop: March 2023
Task 4. Data Collection	February 2023 – May 2023
Task 5. 30% Design Development (DD) Package	May 2023
Task 6. Meetings and Project Coordination	Project duration
Project Closeout	May 2023

APPENDICES

APPENDIX A: Standard Consulting Services Agreement

AGREEMENT FOR CONSULTING SERVICES

THIS Agreement (“Agreement”) is made as of _____, 20____, between the FAIRFIELD-SUISUN SEWER DISTRICT, hereinafter referred to as “DISTRICT” and **CONSULTANT NAME**, hereinafter referred to as “CONSULTANT.”

WITNESSETH:

WHEREAS, DISTRICT desires to contract for **Enter Project Name** which for the purposes of this Agreement shall be called “PROJECT,” and,

WHEREAS, CONSULTANT is willing and qualified to do said consulting work;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements set forth in this Agreement, the sufficiency of which is acknowledged, the parties agree as follows:

I. DUTIES OF CONSULTANT

- A. The CONSULTANT shall provide services required for the PROJECT as described in the Scope of Work, Exhibit “A,” which is incorporated in by reference.
- B. CONSULTANT agrees that CONSULTANT and all of said CONSULTANT’s employees and subcontractors hold, have obtained, and shall continue to maintain during the course of this Agreement, all licenses or other statutorily mandated certifications requisite to the performance of the work set forth in the Scope of Work, Exhibit “A,” as may be required in the State of California, if any. Failure of CONSULTANT, its employees and subcontractors to obtain and/or maintain in good standing such licenses or certification shall constitute a breach of this Agreement and shall provide grounds for immediate termination thereof.
- C. CONSULTANT shall perform the PROJECT work in such a manner as to fully comply with typical professional standards of care, including professional quality, technical accuracy, timely completion, and the coordination of designs, drawings, specifications, reports, and other services furnished and/or work undertaken by CONSULTANT pursuant to this Agreement.
- D. The DISTRICT’s approval of drawings, designs, specifications, reports, and incidental engineering work or other services or materials furnished hereunder shall not relieve CONSULTANT of responsibility for the technical adequacy of its work. Neither the DISTRICT’s review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- E. CONSULTANT shall not be relieved of any of the obligations or covenants contained in this Agreement until the tasks as set forth in Exhibit “A” have been completed. It is agreed between CONSULTANT and DISTRICT that those provisions of this Agreement which by their nature continue beyond termination of the Agreement, including but not limited to Sections VIII, IX, X, and XI, shall continue beyond such termination.

II. DUTIES OF DISTRICT

The DISTRICT, without cost to CONSULTANT, will provide pertinent information reasonably available to it, which is necessary for performance by CONSULTANT under this Agreement, including previous reports and data relative to the PROJECT. The DISTRICT does not guarantee or ensure the accuracy of any reports, information, and/or data so provided. CONSULTANT will use its professional judgment in the review and use of data so provided. However, CONSULTANT will not be liable for any error or omission in any data furnished by DISTRICT and used by CONSULTANT which could not reasonably be discovered by CONSULTANT. To this extent CONSULTANT is entitled to rely on data provided by DISTRICT.

III. MISCELLANEOUS PROVISIONS

- A. CONSULTANT shall not assign any rights or duties under this Agreement to a third party without the prior written consent of DISTRICT.
- B. It is understood by the parties that CONSULTANT, in the performance of this Agreement, shall act as, and be, an independent contractor and not an agent or employee of DISTRICT.
- C. The DISTRICT does not authorize the impermissible use of any patent or the impermissible reproduction of any copyrighted material by CONSULTANT in the performance of this Agreement. CONSULTANT is solely responsible for any such use.

IV. COMPENSATION OF CONSULTANT

- A. Basis of Compensation: For and in consideration of the professional services to be provided by CONSULTANT hereunder, DISTRICT agrees to pay CONSULTANT, and CONSULTANT agrees to accept from DISTRICT compensation for said services on a time and material basis with a maximum fee not to exceed **Enter Dollar Amount in Words** DOLLARS (**\$Enter Dollar Amount in Numbers**) in accordance with the Fee Schedule, attached as Exhibit "B," which is incorporated herein by reference. When compensation is determined using hourly rates of CONSULTANT'S personnel and equipment assigned to the work, CONSULTANT rates may be adjusted annually if proposed by CONSULTANT and approved by the DISTRICT. Such rate adjustments shall not exceed five percent (5%) annually."
- B. Change in Scope of Work: Adjustment in compensation for changes in scope of work authorized in writing by the General Manager of the DISTRICT shall be based on the Fee Schedule attached as Exhibit "B." Changes in scope of work so authorized shall not exceed twenty percent of the total maximum fee. No payment shall be made for changes unless authorized in writing by the DISTRICT.
- C. Monthly Payment to **Engineer/Project Manager**: Payment will be made by the DISTRICT within thirty (30) calendar days after receipt of an invoice from CONSULTANT, provided that all invoices are accompanied by cost documentation determined to be sufficient by the DISTRICT to allow the determination of the reasonableness and accuracy of said invoice. In the event that a payment dispute arises between the parties, CONSULTANT shall provide to the DISTRICT full and complete access to CONSULTANT's project labor cost records and other direct project related cost data, and copies thereof if requested by the DISTRICT.
- D. Notification at 75% of Maximum Fee: CONSULTANT is to notify the DISTRICT when the costs incurred for the PROJECT work total approximately seventy-five percent (75%) of the maximum fee. With the notification, CONSULTANT shall indicate whether the sum of the current costs incurred plus the estimated total cost to complete the task or tasks set forth in the Scope of Work, Exhibit "A," shall be greater or less than the maximum fee. Receipt by the DISTRICT of said notification that the cost for completion of all tasks shall exceed the established maximum fee, will not constitute an approval or authorization to increase the established maximum fee or a waiver of any rights which the District may have under this Agreement.
- E. Cost of Rework: CONSULTANT shall, at no cost to the DISTRICT, prepare any necessary rework occasioned by CONSULTANT's failure to provide services required for the PROJECT as described in Exhibit "A" in a satisfactory manner, due to any act or omission attributable to the CONSULTANT, or its agents, including subcontractors. Nothing in this paragraph is intended to limit the liability of the CONSULTANT for damages which might arise from the CONSULTANT's negligence, willful misconduct, or breach of the covenants set forth in this Agreement.

V. TIME OF COMPLETION

- A. Work described in Section I shall be completed in accordance with Project Schedule, described in

Exhibit “C,” which is incorporated in by reference.

- B. Failure of the CONSULTANT to perform any of the required services in a timely manner, or to meet any completion schedule made a part of this Agreement, including any interim milestone set forth, shall constitute a basis for termination for cause as set forth in subsection VII.A. The parties agree to immediately and diligently proceed with their respective duties to the end that the PROJECT will be completed satisfactorily within the prescribed time.

VI. CONSULTANT’S ASSIGNED PERSONNEL

CONSULTANT designates **Consultant Project Manager Name** to act as Project Manager for the performance of the work and for all matters relating to performance under this Agreement.

CONSULTANT designates the following persons for the indicated functions:

Substitution of these assigned personnel will require the prior written approval of the DISTRICT. If the DISTRICT determines that a proposed substitution is not acceptable, then, at the request of the DISTRICT, CONSULTANT shall substitute with a person acceptable to the DISTRICT.

No subcontract shall be awarded, or an outside consultant engaged, by the CONSULTANT, unless the CONSULTANT has made written request to use such subcontractor or outside consultant and its request has been approved in writing by the DISTRICT. No additional approval shall be required for subcontracting with or engagement of an outside consultant identified in Exhibit “A.” The written approval of the DISTRICT resulting in the use of or engagement of a subcontractor or outside consultant does not relieve the CONSULTANT of the obligations or covenants set forth in this Agreement.

VII. TERMINATION

- A. Either party may terminate this Agreement for cause, in whole or in part, if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. However, no such termination for cause may be effected unless the other party is given: (1) not less than ten (10) calendar days’ written notice (delivered by Certified Mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party before termination.
- B. If the DISTRICT terminates this Agreement pursuant to subsection VII.A., above, nothing set forth in this Agreement is intended to require the District to compensate CONSULTANT for any services which may be claimed to have been provided or be in progress, if the DISTRICT reasonably concludes that further compensation is unwarranted.
- C. The DISTRICT may terminate this Agreement, in whole or in part, whether or not CONSULTANT has failed to fulfill its obligations, if the DISTRICT has a reasonable basis for termination. CONSULTANT will be given: (1) not less than ten (10) calendar days’ written notice (delivered by Certified Mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the District before termination.
- D. Upon receipt of a termination notice, CONSULTANT shall: (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) deliver or otherwise make available to the DISTRICT all data, information, and materials as CONSULTANT may have prepared or developed in performing this Agreement, whether completed or in process, including, but not limited to, drawings, specifications, reports, estimates, summaries, software, and electronic files of all deliverables.
- E. Upon termination under subsection VII.C., the sole right and remedy of CONSULTANT shall be to receive payment for all amounts due and not previously paid to CONSULTANT for services completed or in progress in accordance with the Agreement prior to the date of receipt of notice of termination and for services thereafter completed at the request of the DISTRICT and any other reasonable cost incidental to such termination of services. Such payments available to CONSULTANT under this paragraph shall not

include costs related to lost profit associated with the expected completion of the work or other such payments relating to the benefit of the bargain.

VIII. INDEMNITY

CONSULTANT shall indemnify, hold harmless and defend, in any actions at law or in equity, the DISTRICT, its officers, employees, agents, and elective and appointive boards, from all claims, losses, damage, including property damage, personal injury, including death, and liability of every kind, nature and description, including attorneys' fees to the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of CONSULTANT related to the provision of any professional services provided hereunder, but not including claims, losses, damage, injury, death, or other liabilities caused by the active negligence, or the willful misconduct of the DISTRICT. Notwithstanding anything in this Agreement to the contrary, this indemnification shall extend to such claims, losses, damage, injury, death, or other liabilities occurring after the completion of the CONSULTANT's operations, arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of CONSULTANT.

Submission of insurance certificates or submission of other proof of compliance with the insurance requirements does not relieve CONSULTANT from liability under this indemnification Section. The obligations of this indemnification Section shall apply whether or not such insurance policies have been determined to be applicable to any of such damages or claims for damages.

IX. INSURANCE

CONSULTANT shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise out of or in connection with the performance of the work hereunder by the CONSULTANT, his agents, representatives, or employees.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (Form CG 00 01 on an "occurrence" basis). Coverage is to be endorsed to include contractual liability.
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.
4. Professional Liability (Errors and Omissions) insurance appropriate to the CONSULTANT's profession.

B. MINIMUM LIMITS OF INSURANCE

CONSULTANT, throughout shall maintain limits no less than:

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal and advertising injury, and property damage, including products and completed operations. 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: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

4. Professional Liability (Errors and Omissions): \$1,000,000 per claim, \$1,000,000 aggregate.

If CONSULTANT maintains higher limits than the minimums shown above, DISTRICT is entitled to coverage for the higher limits maintained by CONSULTANT.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retentions must not exceed \$50,000, unless authorized in writing by the DISTRICT.

D. OTHER INSURANCE PROVISIONS

1. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions: The DISTRICT, its officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the CONSULTANT, including materials, parts, equipment furnished in connection with such work or operations; or automobiles owned, leased, hired or borrowed by or on behalf of the CONSULTANT.
2. For any claims related to the Agreement, the CONSULTANT's insurance coverage shall be primary insurance as respects the DISTRICT, its officers, officials, employees and volunteers, but only to the extent the claims arise out of CONSULTANT's acts or omissions. Any insurance or self-insurance maintained by the DISTRICT, its officers, officials, employees and volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.
3. Should any of the above described policies be cancelled prior to the policies' expiration date, CONSULTANT agrees that notice of cancellation will be delivered in accordance with the policy provisions.
4. CONSULTANT hereby grants to the DISTRICT a waiver of any right to subrogation which any insurer of CONSULTANT may acquire against the DISTRICT by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the DISTRICT has received a waiver of subrogation endorsement from the insurer.
5. CONSULTANT shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that District is an additional insured on insurance required from subcontractors.

E. ACCEPTABILITY OF INSURERS

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

F. VERIFICATION OF COVERAGE

CONSULTANT shall furnish the DISTRICT with original certificates and amendatory endorsements effecting coverage required by this Section. All certificates and endorsements are to be received and approved by the DISTRICT before any work commences. The DISTRICT reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Section at any time.

X. OWNERSHIP OF DOCUMENTS

All rights, title, royalties and interest to all work product of CONSULTANT resulting from its performance under this Agreement, including, but not limited to, drawings, specifications, data, reports, estimates, software, summaries, electronic files of all deliverables, and any other such information and materials as may be prepared or developed by CONSULTANT in performing work under this Agreement, whether complete or in progress, shall be vested in the DISTRICT, upon payment of amounts owing pursuant to this Agreement, and none shall be revealed, disseminated, or made available by CONSULTANT to others without prior consent of the DISTRICT. If this Agreement is terminated in accordance with Section VII, CONSULTANT shall deliver such documents within two weeks of receipt of a termination notice.

It is understood that CONSULTANT's work product is prepared for this specific project. Any use of such work product by DISTRICT for a different project without CONSULTANT's written approval shall be at the DISTRICT's risk. Any use by DISTRICT of an incomplete work product without CONSULTANT's written approval shall be at DISTRICT's risk.

XI. EXAMINATION OF RECORDS

CONSULTANT agrees that the DISTRICT will have access to and the right to examine any directly pertinent books, documents, papers, and records of any and all transactions relating to this Agreement at any time after the inception of the Agreement upon reasonable notice.

XII. SCOPE OF AGREEMENT

This writing constitutes the entire Agreement between the parties relative to CONSULTANT's services on the PROJECT, and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Agreement.

XIII. NOTICES

All notices from one Party to the other shall be in writing and delivered or mailed to such party at its designated address as follows, or sent via facsimile transmission to such telephone number indicated as follows. Such notices shall be deemed to have been made: (1) when hand delivered; (2) as indicated by certified mail receipt; (3) five days after mailing by first class mail; or (4) as indicated on facsimile transmission receipt, if facsimile transmission is followed by prompt certified or first class mailing or hand delivery.

To DISTRICT: Fairfield-Suisun Sewer District
 1010 Chadbourne Road
 Fairfield, CA 94534-9700
 Phone (707) 429-8930
 Fax (707) 429-1280

To CONSULTANT: Consultant Name
 Consultant Address 1
 Consultant Address 2
 Phone Consultant Phone
 Fax Consultant Fax

XIV. APPLICABLE LAWS

CONSULTANT shall perform this Agreement in accordance with all applicable federal, state, and local laws and regulations. This Agreement shall be construed in accordance with California law. Venue concerning any dispute shall be in Solano County.

As set forth in California Labor Code Section 1770, et seq., not less than the prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work, shall be paid to all workers on this project.

Copies of the prevailing rate of per diem wages are available to the public from the DIR. The Contractor shall post a copy of the determination of the Director of the DIR regarding per diem wages at each job site.

XV. EXECUTION IN COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission (e.g., by e-mail delivery of a ".pdf" format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.

[Signature page follows]

IN WITNESS the parties have executed this Agreement on the day first above-written.

FAIRFIELD-SUISUN SEWER DISTRICT:

Signature

Title

NAME OF CONSULTANT FIRM:

Signature

Title

APPENDIX B: Reference Documentation

Prospective consultants are directed to the following link to download the following reference documents:

DISCLAIMER

This data is confidential and shall not be shared outside of the recipient organization. This data represents a snapshot in time and shall not be relied upon for any design, locating, etc. Updated data will be provided to the selected Consultant prior to commencement of the project work.

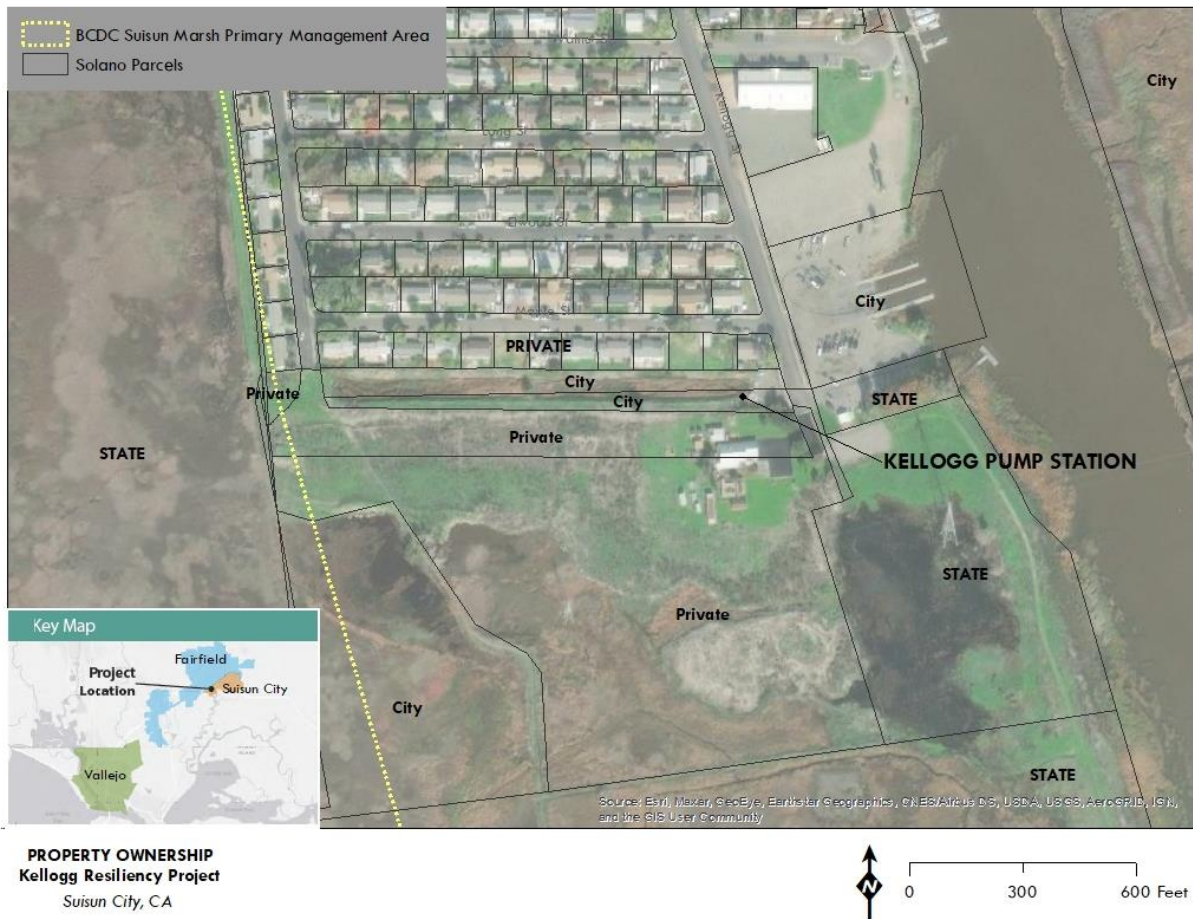


Figure B1. Property Ownership in the Project Vicinity

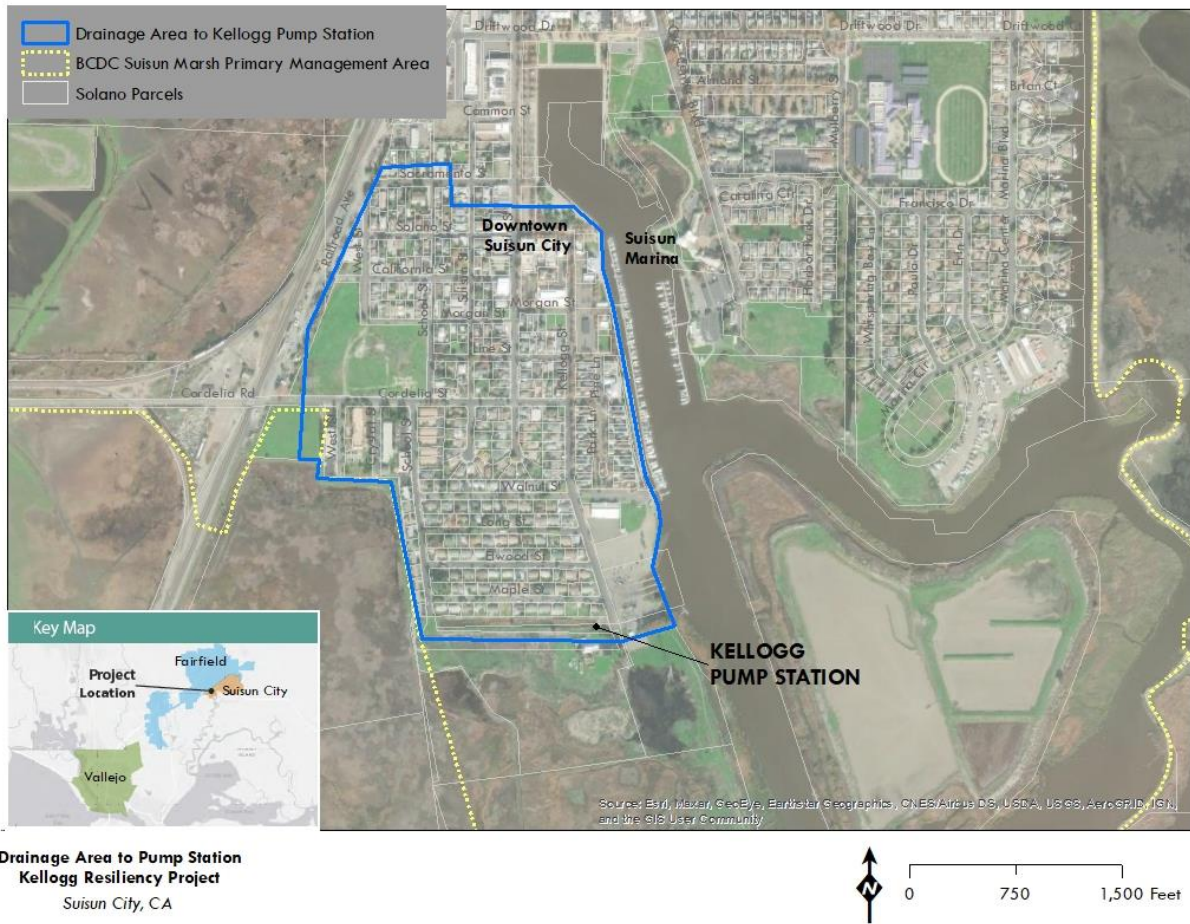


Figure B2. Drainage Area to the Kellogg Stormwater Pump Station

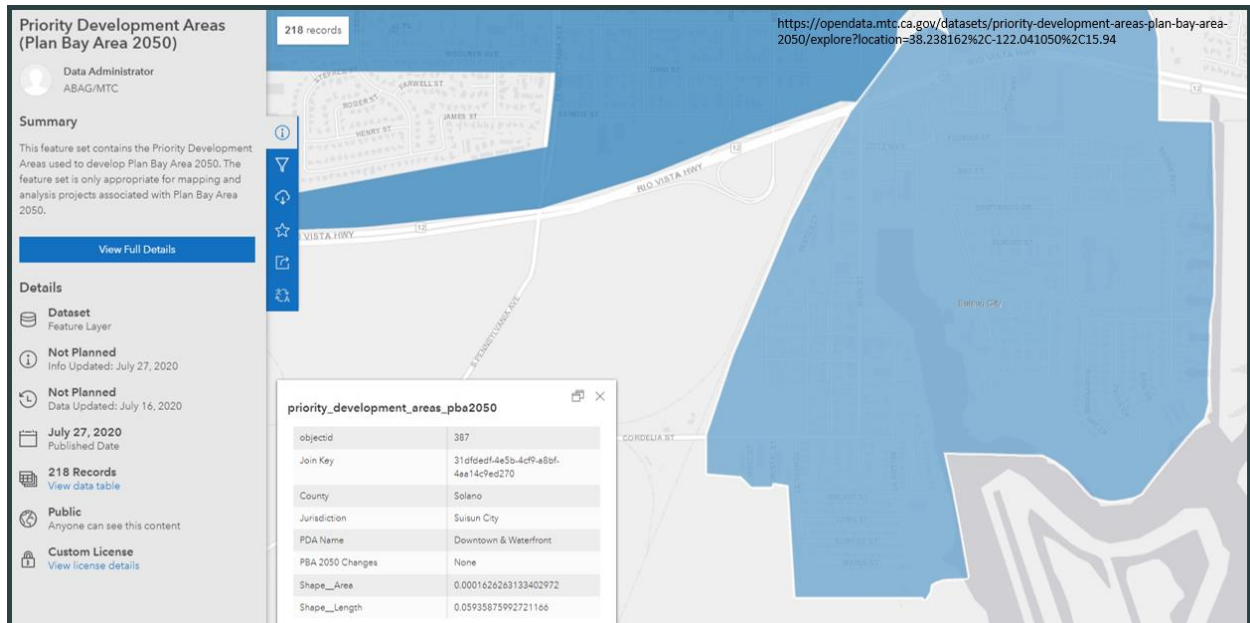


Figure B3. Project Proximity to a Metropolitan Transportation Commission Priority Development Area (source: <https://opendata.mtc.ca.gov/datasets/priority-development-areas-plan-bay-area-2050/explore?location=38.238162%2C-122.041050%2C15.94>)