



Request for Proposals
for
Kellogg Resiliency Project
Design, Engineering, and Permitting

Project No. 4001

Monday December 4, 2023

PROPOSALS DUE:

Wednesday January 10, 2024 at 2:00pm

Kellogg Resiliency Project Design, Engineering, and Permitting
Request for Proposals
Fairfield-Suisun Sewer District

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REQUEST FOR PROPOSALS

I. INTRODUCTION

The Fairfield-Suisun Sewer District (District) is requesting proposals from qualified firms to develop the final engineering design, prepare environmental documentation, and acquire the permitting necessary for the Kellogg Resiliency Project. This project aims to create a nature-based solution to protect people and property from flooding, optimize infrastructure, provide stormwater treatment, and safeguard a stable and biodiverse future within a Suisun City, California community vulnerable to sea level rise 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 Ryan Yamamoto, Assistant Engineer. Contact information is: ryamamoto@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.

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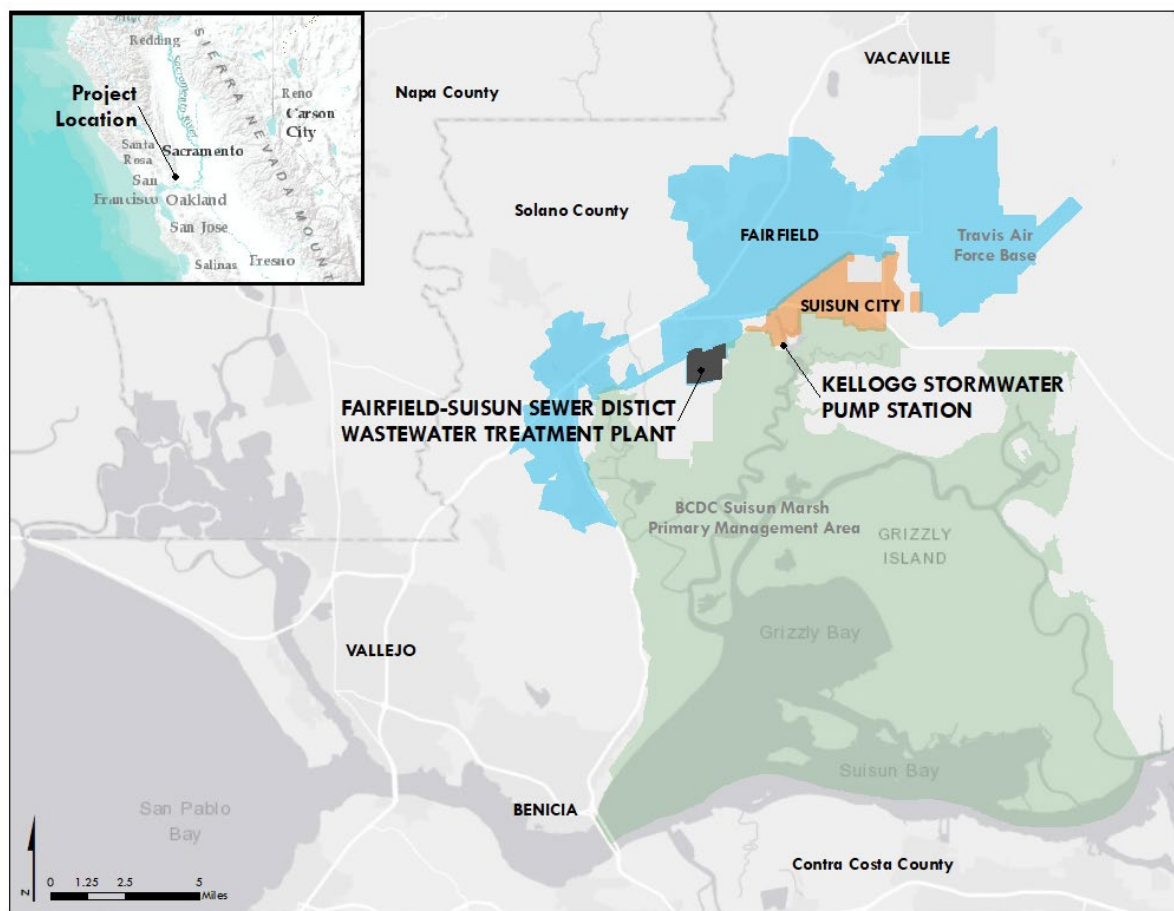


Figure 1. Project Vicinity Map

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 flooding will also severely impact the District's ability to manage, convey, and treat wastewater flows from Suisun City and northeast Fairfield due to inundation of sewer infrastructure.

The Kellogg Resiliency Project is the first step towards addressing future sea level rise and flood risk in Suisun City and will address these risks within the project site. Suisun City will be a principal partner of the District in the execution of this project as they own the proposed project site and will be the primary beneficiary of the project. In addition, the project was awarded an \$8.6M grant from the California State Water Resources Control Board (Agreement No. D2201012) which is included as Appendix B to this RFP. **Notably the final disbursement request for these monies is due March 2026. Therefore, the District requires that ALL design and construction be complete February 2026 to ensure that the final disbursement request deadline of March 2026 is met.**

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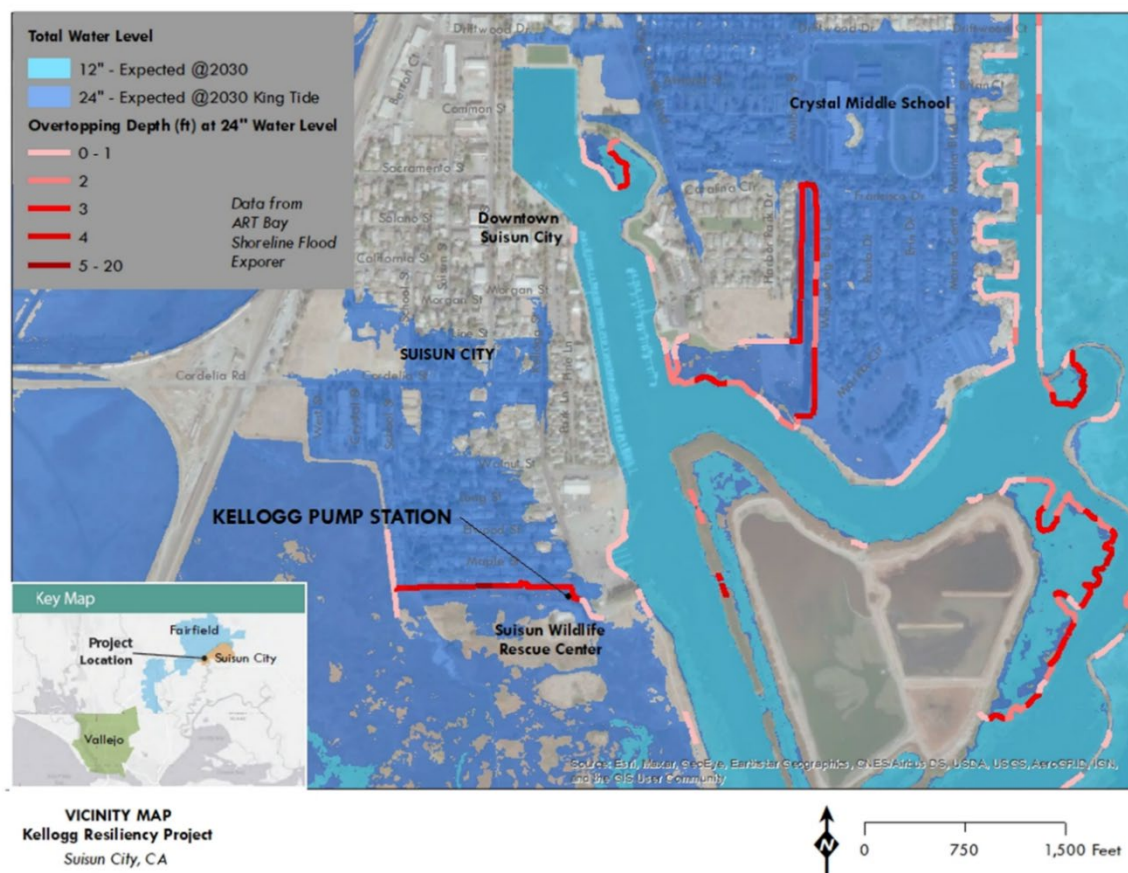


Figure 2. Project Vicinity Map with Predicted Sea Level Rise Inundation

The overall project goals are to:

1. Develop a project that equitably **benefits a disadvantaged community**¹;
2. Fund, design, build, and maintain a **nature-based solution** to address known sea level rise and flood risks, along with 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.
4. Adhere to, and comply with, the funding Agreement requirements in Appendix B, including the following:
 - Spelling out labor requirements in the Plans and Specs
 - Spelling out administrative requirements in the Plans and Specs
 - Spelling out technical requirements in the Plans and Specs
 - Adhering to all schedule milestones established in the funding Agreement (see Section VI of this RFP)
 - *****NOTE: This is a design and construction project funded through an allocation in the 2022 State budget. All design and construction expenditures must be expended by February 2026 and the final disbursement request to the State must be submitted by March 2026.**

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>).

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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
- 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 a living levee, an innovative nature-based solution that restores ecosystems while reducing exposure of communities to sea level rise and storm surge

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 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.

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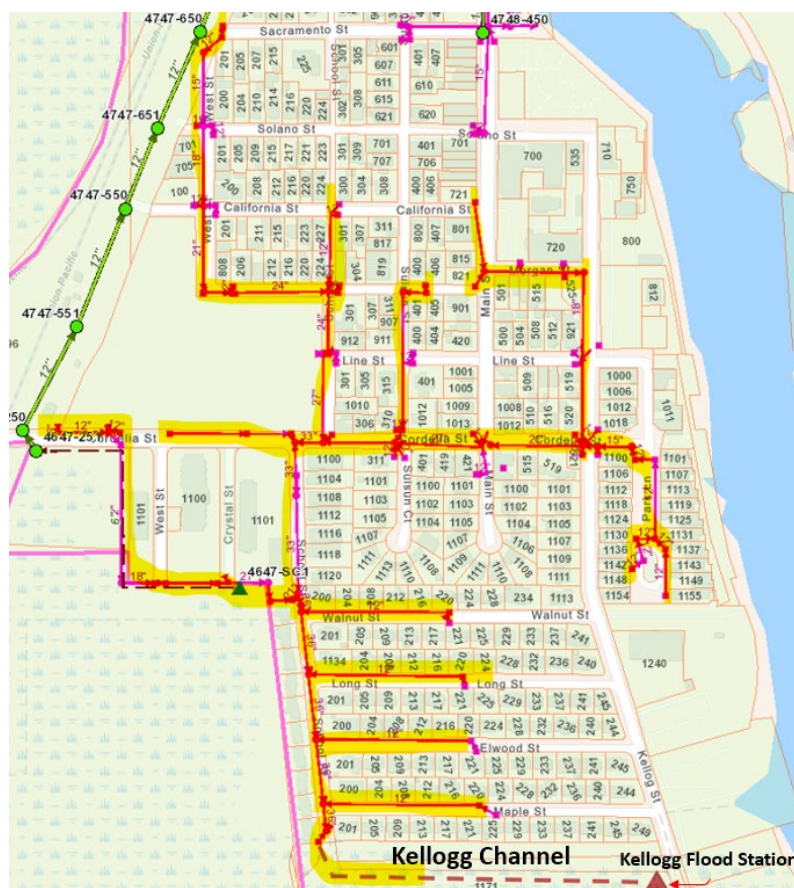


Figure 3. Stormwater infrastructure in Suisun City conveying stormwater to the Kellogg channel and Stormwater Pump Station

In 2022 the District and the City of Suisun City initiated [Phase 1 of the Kellogg Resiliency Project Community Co-Design](#) project, that resulted in a 30% design package, which is available for download at [Kellogg Resiliency Project Design, Engineering, and Permitting Project No. 4001 - Reference Docs](#). Phase 1 project partners included community members and adjacent residents, Solano Stormwater Alliance, Suisun City Environment and Climate Committee, Suisun Wildlife Center, California Department of Fish and Wildlife, Suisun City Fire Department, Sustainable Solano, Greenbelt Alliance, and the Solano Transportation Authority.

The District expects that the selected consultant will perform a comprehensive review of the existing 30% design; develop and confirm key basis of design parameters; and develop the detailed plans and specifications resulting in the Final Bid Documents that will be used to publicly bid the project. The consultant's attention is called to the following key updates and features of the current completed 30% design:

- Green street and bioretention siting and design on School and Kellogg Streets
- Top of levee/fire road elevation to optimize flood protection and adaptation pathways to adjacent properties
- Plant selection for efficient long-term operation and maintenance, habitat benefits, and fire risk reduction
- Bioretention design and hydraulic considerations to maximize water quality treatment and flood risk reduction

III. SCOPE OF WORK

The goal of the scope of work described in this RFP is to develop final engineering design documents with cost estimates, coordinate necessary permits and governing agency approvals, prepare environmental documentation, and provide bid period support for Phase 2 of the Kellogg Resiliency Project. This scope of work builds upon the Phase 1, 30% design which is available for download at [Kellogg Resiliency Project Design, Engineering, and Permitting Project No. 4001 - Reference Docs](#). The desired parameters and outcomes for the requested services are:

- Integrate community input into final design, where possible.
- Review and build upon the 30% Design Package to develop a Final Bid Package for the construction of the Kellogg Resiliency Project.
- Prepare construction timelines.
- Develop cost estimates for construction for project budgeting purposes.
- Identify and develop required inter-agency approvals (permitting requirements and coordination needed) for construction.
- Develop environmental documentation for review and adoption.

The selected proposing consultant team shall perform the minimum Tasks outlined. Proposing consultant teams will provide a detailed approach and scope of work in its proposal and use such as the basis for its proposed fees. The final scope and fee will be negotiated prior to recommending Contract Award to District management.

Minimum Tasks Anticipated

Task 1. Basis of Design Report

The purpose of this task is to document the design criteria and assumptions used to inform the final project design. As part of this task, the selected consultant will:

- a) Summarize the key parameters and requirements of the 30% design (in consultation with District and City staff). And clarify and explain new information available and/ or major updates to the existing 30% design.
- b) Confirm and/or update recommended levee elevation for sea level rise protection alongside an adaptation pathway for the project site and adjacent areas, including assessing alternatives to add additional levee slopes and increase public access to the site in the future.
- c) Size green stormwater infrastructure to maximize water quality treatment of stormwater runoff entering the project site, consistent with Municipal Regional Stormwater permit requirements.
- d) Integrate levee and levee-top access to simultaneously provide sea-level-rise protection, emergency vehicle access, maintenance vehicle and worker access, consideration of potential future pedestrian access, and support establishment of vegetated slopes.
- e) Evaluate existing Kellogg Pump Station hydraulics and determine need for new Kellogg Pump Station Pumps.
 - i. Develop design level hydraulic analysis of the existing stormwater pump station with the new pipelines and confirm pipeline sizes.
 - ii. As needed, identify pump replacement types and available manufacturers and identify mechanical, structural, and electrical improvements associated with pump replacement.

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- f) Design green stormwater infrastructure to treat stormwater runoff within the Kellogg Street and School Street right-of-way, as identified in the Phase 1 documents.
 - i. Evaluate potential for establishing a Regional Alternative Compliance program, like Contra Costa County², based on water quality treatment benefits provided by this project.
- g) Provide perimeter fencing options and final fence-type selected with adjacent property owners.
- h) Education elements of the project, such as opportunities for interpretative panel(s) or a permanent art installation to increase community awareness and engagement about local and regional climate resiliency.
- i) Develop a summary of key construction constraints, construction sequencing, needed approvals, and construction schedule.
- j) Identify key project elements with potential to sequence, phase, or execute concurrently to meet key funding deadlines (i.e., Final Reimbursement Request Date of March 1, 2026), budgets, minimize community impact, and other project-specific concerns.
- k) Develop a construction cost estimate.
- l) Provide an updated summary of needed environmental and permitting approvals.
- m) Project Operations and Maintenance requirements and recommendations.

Deliverables:

- Draft and final Basis of Design Report including a construction cost estimate and construction schedule.

Task 2: Design Development (50%, 95%, and Final Bid Package)

The purpose of this task is to prepare final design documents for bidding the Kellogg Resiliency Project. As part of this task, the selected consultant will:

- a) Prepare 50% and 95% Design Documents.
 - i. Based on review of the 30% Design Documents, Consultant shall develop design documents including but not limited to plan drawings, maps, specifications (in CSI Division 0 – 17 format), cost estimates, and corresponding materials to a 50% and 95% project definition. Cost estimates shall meet Class 2, AACE International Classification System requirements for associated accuracy.
 - ii. Consultant shall produce and conduct presentations to review drafts with District and City staff. Drafts will be provided at least fourteen (14) days prior to corresponding presentations. The project team will provide feedback that the Consultant shall incorporate into subsequent drafts and materials. Consultant shall participate in technical meetings with project partners, stakeholders, and additional experts.
 - iii. Anticipated construction schedule, including updating sequencing/scheduling concerns outlined in the Basis of Design Report.
 - iv. Provide responses to comments from each design review set.
- b) Prepare Final Design Documents for Bidding (Bid Package)
 - i. Consultant shall develop final design drawings, specifications (in CSI Division 0 – 17 format), and cost estimates to represent 100% project definition and for issuance for public works bidding. These design drawings should include plans as well as

² <https://www.sanpabloca.gov/2685/Regional-Alternative-Compliance>

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- supplemental documentation. Cost estimates shall meet Class 1, AACE International Classification System requirements for associated accuracy.
- ii. Anticipated construction schedule.
- iii. Updated construction constraints and sequencing.

Deliverables:

- 50% and 95% design documents, and final bid package documents with cost estimates, constraints, and schedules.
- All deliverables will be in electronic PDF and AutoCAD format.

Task 3. Provide Bid Period Support

- a) Review contractor questions and develop responses to questions for the District to issue.
- b) Prepare up to 2 Addenda to update the bid documents during the bid phase and clarify the bid documents.
- c) Assist the District in reviewing bids, if requested.
- d) Preparation of Conformed Documents and publishing in PDF format.

Deliverables:

- Conformed Documents

Task 4. Support for Community Consultation

- a) Consultant shall participate in up to three (3) community meetings to present and/or assist in response to technical questions.
- b) Develop with District and City staff specific questions for guided community collaboration and engagement. Questions shall focus on project elements that directly impact the community, for example, selecting fence type(s), versus elements that do not directly impact the community (i.e., pipe diameters).
- c) Consultant shall also develop (with staff oversight) specific, feasible options for the guided questions, for community consideration and selection.

Deliverables:

- The District will lead facilitation of community meetings, including identifying attendees and distributing invitations.
- The consultant will review meeting agendas, create and present meeting materials, moderate breakout groups as needed, and summarize meeting minutes.

Task 5. Permitting

- a) Consultant shall draft a permitting strategy identifying which permits must be obtained, any special studies required to meet permitting requirements, and in which order.³ The permitting strategy shall include an approach for FEMA approval of the project for flood protection. This may include development of a Conditional Letter of Map Revision (CLOMR) for submittal to FEMA Region IX.

³ The project has a completed Jurisdictional Wetland Determination and a Biological Resources Report (Appendix C). After an initial review, the project was considered not an SFBRA-eligible project and therefore cannot be added to the BRRIT project list.

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- b) The Consultant shall conduct a meeting to review the permitting strategy and conduct up to 3 project video conference calls to review key details, decisions, and environmental compliance process milestones.
- c) Consultant shall develop the CEQA documents for this project, including identifying and recommending the CEQA action; developing the documentation; supporting the District's posting of CEQA documentation; and drafting responses to public review comments. For the purposes of this RFP, the consultant will assume development of an Initial Study/ Mitigated Negative Declaration (IS/ MND).
- d) Consultant shall prepare studies as identified in the permitting strategy, such as:
 - Biological Assessment (combined for US Fish and Wildlife Service and National Marine Fisheries Service)
 - Compensatory Mitigation proposal
 - Cultural Resources Evaluation
 - Clean Water Act Section 401 Water Quality Certification
 - CA Department of Fish and Wildlife 1602
 - CESA Application

Deliverables:

- Kick-off meeting agenda and meeting notes – electronic submittal (MS Word)
- Permitting Strategy memorandum – electronic submittal (MS Word)
- Draft and final project description – electronic submittal (MS Word)
- Draft and final permit applications with cost estimates for total fees due per permit and/or approval
- Screen check CEQA Document – electronic submittal (MS Word)
- Draft and final public CEQA Document – electronic submittal (MS Word and Adobe PDF)
- Draft and final distribution list – electronic submittal (MS Word or MS Excel)
- Draft and final NOI – electronic submittal (MS Word and Adobe PDF)
- Newspaper notice – electronic submittal (MS Word)
- NOC – electronic submittal (Adobe PDF)
- Draft and final MMRP – electronic submittal (MS Word and Adobe PDF)
- Draft and final responses to comments memo – electronic submittal (MS Word)
- Draft and final CEQA presentation – electronic submittal (MS PowerPoint)
- Draft and final NOD – electronic submittal (Adobe PDF)

Assumptions:

- District comments will be consolidated into a single file.
- The District will file the CEQA Documents with the County Recorder.
- The District will post the CEQA Documents on its website for the 30 day public review.
- The District will receive all CEQA comments and forward to the consultant to coordinate responses.
- A single response to public comments will be required.
- The District will facilitate the CEQA adoption meeting.
- The District will pay CEQA fees.
- Deliverables will be in PDF format.
- Permitting timelines in the schedule are estimated based on past projects. Consultant does not have control over permitting timelines.

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- The District will pay filing and permit fees. Consultant will estimate application and permit fees due.
- The District will coordinate draft encroachment permits from the City of Suisun City.

Task 6. Project Management

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. Based upon the funding and project schedule constraints, the consultant team is invited to include optional tasks or sub tasks to request a no-cost extension to the existing funding agreement (Appendix B).

Deliverables:

- Progress call agendas and meeting minutes
- In-person meeting agenda and meeting minutes (if meetings are necessary)
- Monthly invoices and progress status summary

IV. PROPOSAL REQUIREMENTS

1. 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

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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 teams 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 particular 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 VI, PROPOSAL 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).

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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.

2. 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:

Ryan Yamamoto, Assistant Engineer
Fairfield-Suisun Sewer District
1010 Chadbourne Road
Fairfield, CA 94534-2700
ryamamoto@fssd.com

V. EVALUATION PROCEDURES

Review Committee: A Review Committee of District staff will evaluate Proposals.

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 past 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/Interviews (if held): During the evaluation process, the Review Committee may, at its discretion, request any or all proposing consultant teams to make oral presentations and interview firms. Such presentations will provide proposing consultant teams with an opportunity to answer any

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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 consultant teams are advised of the following deadlines and key dates:

Project Schedule Milestone	Key Dates
Request for Proposals issued	Monday December 4, 2023
Optional Pre-Proposal Site Visit and Meeting	Thursday December 14, 2023 at 10:30 am *RSVP to ryamamoto@fssd.com
Due date for Proposing team questions	Thursday December 21, 2023
Due date for Proposals	Wednesday January 10, 2024
Interviews (if held)	Thursday January 18, 2024
Award of Contract by District Board of Directors	Monday January 29, 2024

The proposing consultant teams are invited to propose a timeline for the project execution with potential to satisfy the funding agreement deadline of March 2026 (Appendix B). Proposing consultant teams shall provide a fully detailed project schedule as part of the technical proposal outlined in Section IV, PROPOSAL REQUIREMENTS.

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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

Kellogg Resiliency Project Design, Engineering, and Permitting
Request for Proposals
Fairfield-Suisun Sewer District

APPENDIX B: Agreement No. D2201012 By and Between Fairfield-Suisun Sewer District and California
State Water Resources Control Board for the Purpose of the Kellogg Resiliency Project



DIRECTED ASSISTANCE GRANT

AGREEMENT NO. D2201012

BY AND BETWEEN

FAIRFIELD-SUISUN SEWER DISTRICT ("Recipient")

AND

CALIFORNIA STATE WATER RESOURCES CONTROL BOARD ("State Water Board")

FOR THE PURPOSE OF THE

KELLOGG RESILIENCY PROJECT ("Project")

PROJECT NO. C-06-8700-110

-
- ASSEMBLY BILL NO. 179 § 19.56, SUBD. (e)(2), (CHAPTER 249, STATS. 2022) AMENDING THE BUDGET ACT OF 2022, (CHS. 43 AND 45, STATS. 2022).

GRANT AMOUNT: \$8,600,000

ELIGIBLE WORK START DATE: OCTOBER 1, 2021

FINAL REIMBURSEMENT REQUEST DATE: MARCH 1, 2026

RECORDS RETENTION END DATE: SEPTEMBER 30, 2032

1. The State Water Board and the Recipient mutually promise, covenant, and agree to the terms, provisions, and conditions of this Agreement, including the following Exhibits, which are attached hereto or are incorporated by reference:

- EXHIBIT A – SCOPE OF WORK AND SCHEDULE
- EXHIBIT B – SPECIFIC FUNDING PROVISIONS
- EXHIBIT C – GENERAL TERMS AND CONDITIONS 2019-NOV
- EXHIBIT D – SPECIAL CONDITIONS

2. Party Contacts during the term of this Agreement are:

State Water Board		Fairfield-Suisun Sewer District	
Section:	Division of Financial Assistance		
Name:	Elisabeth Brown, Project Manager	Name:	Talyon Sortor, General Manager
Address:	1001 I Street, 16 th Floor	Address:	1010 Chadbourne Road
City, State, Zip:	Sacramento, CA 95814	City, State, Zip:	Fairfield, CA 94534
Phone:	(916) 341-5375	Phone:	707-428-9151
Email:	Elisabeth.Brown@waterboards.ca.gov	Email:	tsortor@fssd.com

Each party may change its contact upon written notice to the other party. While Party Contacts are contacts for day-to-day communications regarding Project work, the Recipient must provide official communications and notices to the Division's Deputy Director.

3. Conditions precedent to this Agreement are set forth as follows:

- (a) The Recipient must deliver to the Division a resolution identifying its authorized representative by title.

4. The Recipient represents, warrants, and commits to the following as of the Eligible Work Start Date and continuing thereafter for the term of this Agreement, which shall be at least until the Records Retention End Date:

- (a) The Recipient agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents.

- (b) The execution and delivery of this Agreement, including all incorporated documents, has been duly authorized by the Recipient. Upon execution by both parties, this Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.

- (c) None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of Recipient. The Recipient is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Recipient is able to pay its debts as they become due. The Recipient maintains sufficient insurance coverage considering the scope of this Agreement, including, for example but not necessarily limited to, general liability, automobile liability, workers compensation and employer liability, professional liability.

- (d) The Recipient is in compliance with all State Water Board funding agreements to which it is a party.

5. This Agreement, and any amendments hereto, may be executed and delivered in any number of counterparts, each of which when delivered shall be deemed to be an original, but such counterparts shall together constitute one document. The parties may sign this Agreement, and any amendments hereto, either by an electronic signature using a method approved by the State Water Board or by a physical, handwritten signature. The parties mutually agree that an electronic signature using a method approved by with the State Water Board is the same as a physical, handwritten signature for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

FAIRFIELD-SUISUN SEWER DISTRICT:

By: Talyon Sortor
Name: Talyon Sortor
Title: General Manager

Date: Oct 18, 2023

STATE WATER RESOURCES CONTROL BOARD:

By: J. Karkoski
Name: Joe Karkoski
Title: Deputy Director
Division of Financial Assistance

Date: Nov 9, 2023

EXHIBIT A – SCOPE OF WORK AND SCHEDULE

A.1 PROJECT PURPOSE AND DESCRIPTION.

The Project is for the benefit of the Recipient. The funding under this Agreement shall be used to for the Fairfield-Suisun Sewer District Kellogg Resiliency Project, as provided in section 19.56, subdivision (e)(2), item (B) of Assembly Bill No. 179, Ch. 249, Stats. 2022.

A.2 SCOPE OF WORK.

The Recipient agrees to undertake:

- Planning, designing, and constructing the Kellogg Resiliency Project. Project components include the following: construction of a bioswale system, modifications to the Kellogg Pump Station Inlet Structure, and green streets improvements.

EXHIBIT B – FUNDING AMOUNTS

B.1 ESTIMATED REASONABLE COST AND PROJECT FUNDS.

Subject to the terms of this Agreement, the State Water Board agrees to provide Project Funds not to exceed the amount of the Grant Amount set forth on the Cover Page of this Agreement.

B.2 BUDGET COSTS.

Estimated budget costs are contained in the Summary Project Cost Table below:

LINE ITEM	TOTAL ESTIMATED COST	PROJECT FUNDING AMOUNT
Construction	\$ 4,850,000	\$ 4,850,000
Pre-Purchased Material/Equipment	\$ 250,000	\$ 250,000
Real Property or Easement Acquisition	\$ 100,000	\$ 100,000
Change Order Contingency	\$ 1,100,000	\$ 1,100,000
Force Account	\$ 0	\$ 0
Allowances (Soft Costs)	\$ 2,300,000	\$ 2,300,000
TOTAL	\$ 8,600,000	\$ 8,600,000

The Division's Form 260 and Form 261 will document a more detailed budget of eligible Project Costs and Project funding amounts.

B.3 LINE ITEM ADJUSTMENTS.

The Division may adjust the line items of the Summary Project Cost Table, as well as the detailed budget, at the time of Recipient's submittal of a claim. The sum of adjusted line items in both the Summary Project Cost Table and the detailed budget must not exceed the Project Funding Amount.

B.4 REIMBURSEMENT REQUEST AND FINAL FUNDING REIMBURSEMENT PROCEDURE.

Except as may be otherwise provided in this Agreement, reimbursements will be made as follows:

1. If needed, the Recipient may prepare Reimbursement Requests and submit to the State Water Board using the reimbursement request forms provided by the Project Manager. In no event shall any reimbursement cause the total Project Funds disbursed to exceed the Project Funding Amount set forth on the Cover Page of this Agreement.
2. The Reimbursement Request must contain the following information:
 - a. The date of the request;
 - b. The time period covered by the request, i.e., the term "from" and "to";
 - c. The total amount requested;
 - d. An accounting of Project Funds received and expenditures to date; and
 - e. Original signature and date (in ink) or electronic signature, consistent with the State Water Board's approved procedures, of the Recipient's Authorized Representative.
3. The Recipient may sign the Reimbursement Request either by an electronic signature consistent with the State Water Board's approved procedures or by a physical, handwritten signature. The parties mutually agree that an electronic signature consistent with the State Water Board's approved

procedures is the same as a physical, handwritten signature for the purposes of validity, enforceability, and admissibility.

4. The Reimbursement Request must be supported by invoices and supporting documentation indicating that the work has been performed. The Reimbursement Request must be addressed to the Project Manager as set forth in Section 2 of this Agreement. A Reimbursement Request submitted in any other format than the one provided by the State Water Board will cause the Reimbursement Request to be disputed. In the event of such a dispute, the Project Manager will notify the Recipient. Payment will not be made until the dispute is resolved and a corrected Reimbursement Request submitted. The Project Manager has the responsibility for approving the Reimbursement Request. Project Costs incurred prior to the Eligible Work Start Date of this Agreement will not be reimbursed.
5. The Recipient agrees that it will not submit any Reimbursement Request that includes any Project Costs until such cost has been incurred and is currently due and payable by the Recipient. The Recipient shall certify on the Reimbursement Request that such cost has been incurred and is currently due and payable. Supporting documentation (e.g., invoices or receipts) must be retained by the Recipient. Reimbursement of Project Funds will be made only after receipt of a complete, adequately supported, and accurately addressed Reimbursement Request.
6. The Final Reimbursement Request must be clearly marked "FINAL REIMBURSEMENT REQUEST" and must be submitted NO LATER THAN the Final Reimbursement Request Date.

B.5 REVERTING FUNDS AND DISENCUMBRANCE.

In the event the Recipient does not submit Reimbursement Requests for all funds encumbered under this Agreement timely, any remaining funds revert to the State. The State Water Board may notify the Recipient that the project file is closed, and any remaining balance will be disencumbered and unavailable for further use under the Agreement.

B.6 FRAUD, WASTE, AND ABUSE.

The Recipient shall prevent fraud, waste, and the abuse of Project Funds, and shall cooperate in any investigation of such activities that are suspected in connection with this Agreement. The Recipient understands that discovery of any evidence of misrepresentation or fraud related to Reimbursement Requests, invoices, proof of payment of invoices, or other supporting information including, but not limited to, double or multiple billing for time, services, or any other eligible cost, may result in an administrative action by the State Water Board and/or referral to the Attorney General's Office or the applicable District Attorney's Office for appropriate action. The Recipient further understands that any suspected occurrences of false claims, misrepresentation, fraud, forgery, theft or any other misuse of Project Funds may result in withholding of reimbursements and/or the termination of this Agreement requiring the immediate repayment of all funds disbursed hereunder. A person who knowingly makes or causes to be made any false statement, material misrepresentation, or false certification in any submittal may be subject to a civil penalty, criminal fine, or imprisonment. (Wat. Code, § 13490 et seq.)

EXHIBIT C – GENERAL TERMS AND CONDITIONS 2019-NOV

GENERAL TERMS AND CONDITIONS 2019-NOV is incorporated by reference and is posted at
https://www.waterboards.ca.gov/water_issues/programs/grants_loans/general_terms.html

EXHIBIT D – SPECIAL CONDITIONS

D.1 DEFINITIONS.

Each capitalized term used in this Agreement has the following meaning:

“Authorized Representative” means the duly appointed representative of the Recipient, as set forth in the certified original of the respective party’s authorizing resolution that designates the authorized representative by title.

“Eligible Work Start Date” means the date set forth on the Cover Page of this Agreement, establishing the date on or after which any costs may be incurred and eligible for reimbursement hereunder.

“Project Director” means an employee designated by the Authorized Representative to be responsible for the overall management of the administrative and technical aspects of the executed Agreement.

D.2 EXECUTIVE ORDER N-6-22 – RUSSIAN SANCTIONS.

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State Water Board determine Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State Water Board shall provide Recipient advance written notice of such termination, allowing Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State Water Board.

The Recipient represents that the Recipient is not a target of economic sanctions imposed in response to Russia’s actions in Ukraine imposed by the United States government or the State of California. The Recipient is required to comply with the economic sanctions imposed in response to Russia’s actions in Ukraine, including with respect to, but not limited to, the federal executive orders identified in California Executive Order N-6-22, located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf> and the sanctions identified on the United States Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). The Recipient is required to comply with all applicable reporting requirements regarding compliance with the economic sanctions, including, but not limited to, those reporting requirements set forth in California Executive Order N-6-22 for all Recipients with one or more agreements with the State of California with an aggregated value of Five Million Dollars (\$5,000,000) or more. Notwithstanding any other provision in this Agreement, failure to comply with the economic sanctions and all applicable reporting requirements may result in termination of this Agreement.

For Recipients with an aggregated agreement value of Five Million Dollars (\$5,000,000) or more with the State of California, reporting requirements include, but are not limited to, information related to steps taken in response to Russia’s actions in Ukraine, including but not limited to:

1. Desisting from making any new investments or engaging in financial transactions with Russian institutions or companies that are headquartered or have their principal place of business in Russia;
2. Not transferring technology to Russia or companies that are headquartered or have their principal place of business in Russia; and
3. Direct support to the government and people of Ukraine.

D.3 STATE CROSS-CUTTERS.

Recipient represents that, as applicable, it complies and covenants to maintain compliance with the following for the term of the Agreement:

- The California Environmental Quality Act (CEQA), as set forth in Public Resources Code 21000 et seq. and in the CEQA Guidelines at Title 14, Division 6, Chapter 3, Section 15000 et seq.
- Water Conservation requirements, including regulations in Division 3 of Title 23 of the California Code of Regulations.
- Monthly Water Diversion Reporting requirements, including requirements set forth in Water Code section 5103.
- Public Works Contractor Registration with Department of Industrial Relations requirements, including requirements set forth in Sections 1725.5 and 1771.1 of the Labor Code.
- Volumetric Pricing & Water Meters requirements, including the requirements of Water Code sections 526 and 527.
- Urban Water Management Plan requirements, including the Urban Water Management Planning Act (Water Code, § 10610 et seq.).
- Urban Water Demand Management requirements, including the requirements of Section 10608.56 of the Water Code.
- Delta Plan Consistency Findings requirements, including the requirements of Water Code section 85225 and California Code of Regulations, title 23, section 5002.
- Agricultural Water Management Plan Consistency requirements, including the requirements of Water Code section 10852.
- Charter City Project Labor Requirements, including the requirements of Labor Code section 1782 and Public Contract Code section 2503.
- The Recipient agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with directives or orders issued pursuant to Division 7 of the Water Code.
- Regulations in Division 4 of Title 22 of the California Code of Regulations, including but not limited to California Waterworks Standards in Chapter 16, and Lead and Copper regulations in Chapter 17.5.

Kellogg Resiliency Project Design, Engineering, and Permitting
Request for Proposals
Fairfield-Suisun Sewer District

APPENDIX C: Reference Documentation

Prospective consultants are directed to <https://www.fairfieldsuisunsewer.ca.gov/bid-opportunities/> to download the following reference documents:

1. 30% Basis of Design Report
2. 30% Design Drawings
3. Kellogg Resiliency Project Jurisdictional Determination indicating project site is not under Army Corps of Engineers' jurisdiction
4. Kellogg Resiliency Project Biological Assessment Report

*****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. Proposing consultant teams assume full responsibility for all assumptions and interpretations made by the proposing consultant's team and personnel. Updated data will be provided to the selected Consultant prior to commencement of the project work.

DOWNLOAD LINK:

[Kellogg Resiliency Project Design, Engineering, and Permitting Project No. 4001 - Reference Docs](#)