

FAIRFIELD-SUISUN SEWER DISTRICT
1010 Chadbourne Road, Fairfield, California, 94534



REQUEST FOR PROPOSALS
for
COST OF SERVICE & RATE STUDY

Issue Date

April 30, 2021

Proposal Due Date

5:00 p.m. on May 28, 2021

**FAIRFIELD-SUISUN SEWER DISTRICT
REQUEST FOR PROPOSALS**

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I. INTRODUCTION

A. General Information

The Fairfield-Suisun Sewer District (District) is requesting proposals from qualified firms to prepare a cost of service and rate study.

To be considered, an electronic copy of the proposal must be received by 5:00 P.M. on May 28, 2021. The District reserves the right to reject any or all proposals submitted.

During the evaluation process, the District reserves the right, where it may serve the District's best interest, to request additional information or clarifications, or to allow corrections of errors or omissions. At the discretion of the District, some firms submitting proposals may be requested to make 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 proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the District and the firm selected.

The District shall use its standard consulting services agreement to enter a contract with the selected consultant for the work specified herein. A copy of this agreement is included as Appendix E of this RFP. Please carefully review this agreement prior to submission of the proposal. Any objections or exceptions to the agreement must be specifically noted in the proposal. Please note the insurance requirement in the standard consulting agreement.

II. NATURE OF SERVICES REQUIRED

A. Background

The District's Board last approved rate adjustments on March 27, 2017. That action implemented five years of rate changes from FY 2017-18 through FY 2021-22. The rate adjustment was the result of a study completed in 2017. Through the current RFP, the District is seeking analysis and recommended rate structure(s) for sewer service and capacity fees for a period of five years, covering FY 2022-23 through FY 2027-28.



B. Scope of Work

The following tasks are being solicited in this RFP.

1. Sewer Service Fees

- a. Review the current District rate model to become familiar with its current configuration and capabilities.
- b. Gather utility billing data from the cities of Fairfield and Suisun City.
- c. Review District's current policies and procedures, as they affect the rate structure.
- d. Review District's current rate structure, user categories, cost allocations, sewer service fees, operating expenses, revenue stream, major maintenance reserve funds and billing program.
- e. Review deliverables from in-progress Fairfield-Suisun Collection System Asset Management Plan to understand financial impacts for the District, the City of Fairfield, and the City of Suisun City as it relates to collection system funding (rehabilitation and replacement, operation and maintenance, regulatory requirements, etc.). Provide the District with alternatives for implementing these financial needs into the District's existing rate structure.
- f. Propose new model or update and make changes to current model.
- g. Document the findings and recommendations in a report. This report will describe the methodology, the resulting user charges, and the reasons for any material variances.
- h. Prepare a user-friendly computer rate model. The model should be capable of being used by District to plan its future budgets and determine impacts on rates.
- i. Conduct workshop(s) for Board Members, management, and stakeholders, if necessary.
- j. Attend Board meeting(s), if necessary.
- k. Present and defend model with representatives of Travis Air Force Base, and/or industrial users, if necessary.
- l. Assist District staff with Proposition 218 process.

2. Capacity Fees

- a. Review current capacity fee structure.
- b. Review the District's Master Plan and Capital Improvement Program.
- c. Review user categories and cost allocations.
- d. Gather growth projection data from cities of Fairfield and Suisun City.
- e. Review available District data on flows and loadings.



- f. Evaluate policies and requirements regarding the use of capacity funds for re-construction of capacity infrastructure that has reached the end of its service life.
 - g. Document the findings and recommendations in a report. This report will describe the methodology, the resulting capacity fee categories and charges, and the reasons for any material variances.
 - h. Prepare a user-friendly computer rate model. The model should be capable of being used by District to plan its Capital Improvements Program and determine impacts on rates.
 - i. Conduct workshop(s) for Board of Directors, management, and stakeholders, if necessary.
 - j. Attend Board meeting(s), if necessary.
3. Sewer Service Fees Billing and Collection Migrated to the Property Tax Roll – The consultant shall consider the feasibility and outline the steps necessary to move from a bi-monthly wastewater billing system to migrating wastewater charges to the county property tax assessment roll. Evaluate billing and collection cost between options including cash flow impact of bi-annual revenue as opposed to monthly revenue remittance.
4. Major Maintenance Reserve Policy review – The consultant shall review the District’s current Major Maintenance Reserve policy 2005-11, as adopted by the Board in 2005, and the major maintenance budget spreadsheet in order to get a clear understanding of major maintenance funding needs. The consultant shall make a recommendation on alternative methodology to accumulate sufficient funds for future infrastructure maintenance and replacement.

III. DESCRIPTION OF THE DISTRICT

A. Contact Persons

The consultant's principal contact with the District will be James Russell-Field, Director of Administrative Services, who will coordinate the assistance to be provided.

An organization chart (Appendix A) and a list of key personnel (Appendix B) are included.



B. Background Information

The Fairfield-Suisun Sewer District (District) is a special district, which serves all territory within the cities of Fairfield and Suisun City. The District is located in central Solano County, California, midway between San Francisco and Sacramento. The District currently has fifty-eight regular full-time employees and serves a population of approximately 146,100. The District contracts with the City of Fairfield and City of Suisun City for sewer billing and collections, respectively.

The District was incorporated by an act of the California State Legislature in 1951. It has broad powers to finance, construct, and operate systems for the treatment, collection, and disposal of sewage and storm water within the District jurisdiction. Its Board of Directors is a ten-member body consisting of the members of the city councils of the two cities.

The District's total budgeted expenses including capital expenditures for FY 2019-20 and FY 2020-21 are \$33.2 and \$38.2 million, respectively. Estimated revenues for the same fiscal years are \$37.3 and \$35.6 million.

Appendix D contains a link to access the District's FY 2019-20 and FY 2020-21 Budget and Long-Term Financial Plan, FY 2019-20 Annual Financial Report, and 2017 Cost of Service and Rate Study.

IV. TIME REQUIREMENTS

A. Proposal Calendar

The following is a list of key dates including the date proposals are due to be submitted:

Task	Date
Request for proposals issued	April 30, 2021
Due date for proposals	May 28, 2021
Interviews	June 17, 2021
Notice to Proceed	July 26, 2021



Board and Stakeholder Workshop(s)	Fall 2021
Monthly Progress Reports	September 2021 – January 2022
Report completion	February 2022
Board Presentation	March 29, 2022

V. PROPOSAL REQUIREMENTS

A. General Requirements

1. Inquiries concerning the request for proposals and the subject of the request for proposals must be addressed to:

James Russell-Field at jfield@fssd.com

2. To be considered, an electronic copy of the proposal must be received by May 28, 2021.
3. The proposal must be organized to include the following sections, in the following order. The proposals should be concise, to the point, and address the required elements below.
 - a. Title Page - Title page showing the proposal's subject; the firm's name; the name, address, and telephone number of the contact person; and the date of the proposal.
 - b. Table of Contents
 - c. Transmittal Letter - A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes itself to be best qualified to perform the engagement, and a statement that the proposal is a firm and irrevocable offer for ninety days.
 - d. Detailed Proposal – The detailed proposal should follow the order set forth in Section V.B. of this RFP.
 - e. Cost Proposal – The cost proposal should follow the requirements set forth in Section V.C. and Appendix C of this RFP.



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4. Email completed proposal to James Russell-Field at jfield@fssd.com.

Proposers choosing to mail a hard copy of the proposal may send it to the address below:

James Russell-Field, Director of Administrative Services
Fairfield-Suisun Sewer District
1010 Chadbourne Road
Fairfield, CA 94534-2700
jfield@fssd.com

5. Proposal Due Date

Proposal must be received either electronically or at the above address by 5:00 P.M. on May 28, 2021 in the format attached to the letter transmitting this request for proposal. Failure to do so will disqualify firm from submitting a proposal.

B. Technical Proposal

Each response to this RFP shall include the information described in this section. Failure to include all the information specified may be cause for rejection. Additional information may be provided if it is relevant to the goals of this RFP. Any additional information included that is not specifically requested should be included as an appendix to the proposal.

1. Qualifications and Experience: Describe your company and provide a statement of qualifications for performing the requested or similar services. Please include an organizational chart and any variation in staffing levels over the past three (3) years.
2. References: Provide a maximum of three (3) references for projects or services similar in nature and scope that have been completed within the last five (5) years. Include brief descriptions of the projects, dates, and reference contact information. Public sector references are preferred.
3. Qualifications of Team: Provide a summary of the role, qualifications, and experience of each team member and designated project manager assigned to this project. Include length of service for each team member as well as their assigned geographical locations.



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4. Project understanding: Based on the available information and experience with similar projects, provide a narrative describing your understanding of the services requested in this RFP. Include any issues that you believe will require special consideration for this project as well as identify any unique approaches or strengths your company may have.
5. Project plan: Provide a detailed discussion of your company's approach to the successful completion of this project. Include thorough discussion of methodologies you believe are essential to accomplishing each task. Include a proposed work schedule to accomplish all the required tasks and identify the team member responsible for each.
6. Standard consulting agreement: Note any objections to the District's Standard Agreement for Consulting Services.
7. Competency: The District wants to ensure that the successful proposer has the necessary resources and experience to provide the specified services in a satisfactory and timely manner. Please list and explain any pending bankruptcies, liens, judgments, lawsuits, arbitrations, or any similar actions filed or resolved within the last seven (7) years. Please indicate whether a client has ever terminated a contract with your firm for breach, and if so, please explain.

C. Cost Proposal

Cost of completing the required Scope of Work. This should include the estimated hours and hourly rates to arrive at a firm fixed price. The total not-to-exceed maximum price shall contain all direct and indirect costs, including all out-of-pocket expenses.

Hourly rates should be provided should the District require any additional work beyond that specified in this RFP during the term of the Agreement.

The District will select the firm with the highest overall ranking after considering both technical qualifications and price.



VI. EVALUATION PROCEDURES

A. Review Committee

Proposals submitted will be evaluated by a Review Committee consisting of District staff.

B. Evaluation Criteria

1. Mandatory Elements

- a. The firm adheres to the instructions in this request for proposal on preparing and submitting the proposal.

2. Technical Quality

- a. The firm's past experience and performance on comparable government engagements
- b. The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation.
- c. Quality of the project plan and approach to complete the Scope of Work.

3. Price

- a. Proposed cost reflects an understanding of the Scope of Work.

C. Presentations

During the evaluation process, the Review Committee may, at its discretion, request any one or all firms to make presentations. Such presentations will provide firms 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 presentations.



D. Final Selection

The District will select a firm based upon the recommendation of the Review Committee considering both technical qualifications and price.

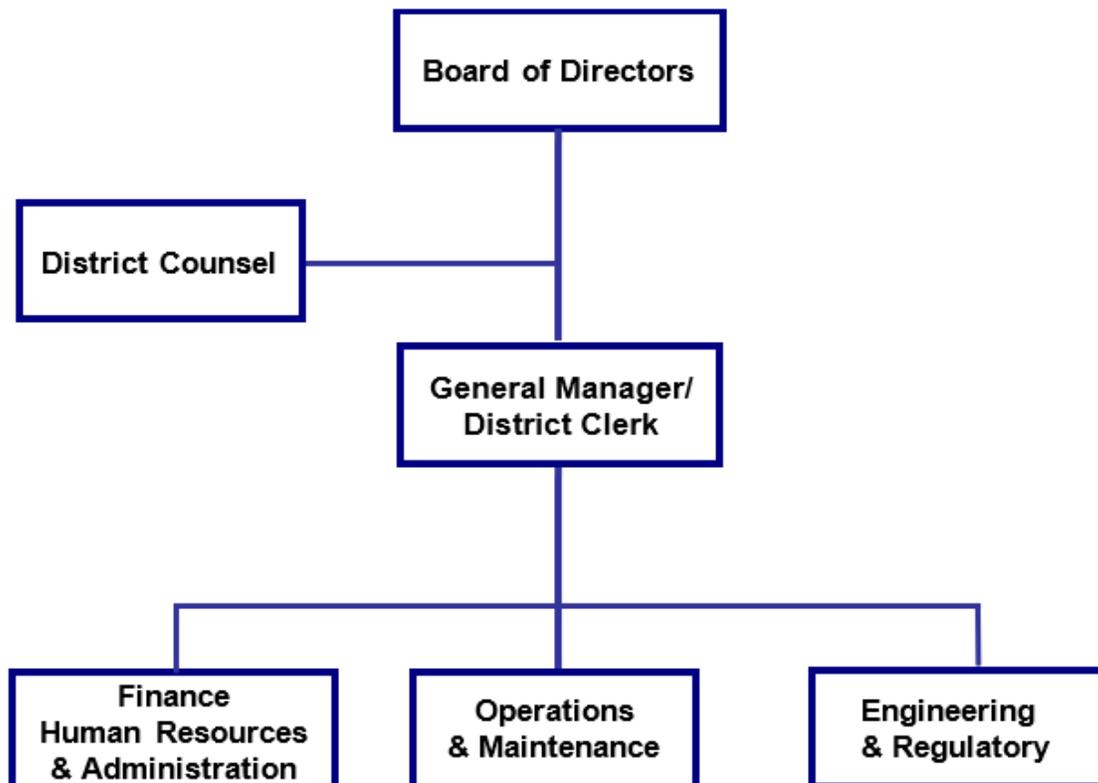
E. Right to Reject Proposals

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 firm selected.

The District reserves the right without prejudice to reject any or all proposals.



Appendix A: Organizational Chart





Appendix B: Board of Directors and Executive Staff

Board of Directors

Lori Wilson, President

Chuck Timm, Vice President

Jane Day

Alma Hernandez

Mike Hudson

Doriss Panduro

Harry T. Price

Scott Tonnesen

Rick Vaccaro

Wanda Williams

Pam Bertani, First Alternate

Catherine Moy, Second Alternate

Executive Staff

Talyon Sortor, General Manager

Brad Anderson, Director of Operations & Maintenance

Jordan Damerel, District Engineer

Meg Herston, Director of Environmental Services

James Russell-Field, Director of Administrative Services

District Counsel

Carrie Scarlata



Appendix C – Schedule of Professional Services

	Hours	Hourly Rates	Total
President			
Vice President			
Senior Manager			
Senior Associate			
Associate			
Administrative Staff			
Other (specify)			
Subtotal			
Out-of-pocket expenses			
Meals and lodging			
Transportation			
Other (specify)			
Total Not-to-Exceed			



Appendix D: Reference Documents

The following documents are available at the links below:

- [FY 2019-20 and FY 2021-22 Budget and Long-Term Financial Plan](#)
- [FY 2019-20 Annual Financial Report](#)
- [Fairfield-Suisun Sewer District Rate & Capacity Fee Study](#)



Appendix E: Standard Agreement for Consulting Services

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



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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.
- 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: 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



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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



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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.



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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



FAIRFIELD-SUISUN SEWER DISTRICT
REQUEST FOR PROPOSAL FOR COST OF SERVICE AND RATE STUDY

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]



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

FAIRFIELD-SUISUN SEWER DISTRICT:

Signature

Title

ATTEST:

District Clerk

NAME OF CONSULTANT FIRM:

Signature

Title