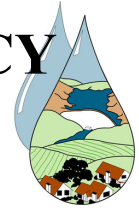


SOLANO COUNTY WATER AGENCY



REQUEST FOR PROPOSALS

PREPARATION OF EA/IS-MND FOR SOLANO PROJECT CONTRACT RENEWAL

SUBMIT PROPOSALS TO:

SOLANO COUNTY WATER AGENCY

Attention: Chris Lee, General Manager
810 Vaca Valley Parkway, Suite 203
Vacaville, CA 95688

ISSUED: May 10, 2023

SUBMISSIONS DUE: June 6, 2023, by 10:00am

For additional information, contact Alex Rabidoux at 707-455-1106 or ARabidoux@scwa2.com

810 Vaca Valley Parkway, Suite 203 • Vacaville, CA 95688
Phone (707) 451-6090 • Fax (707) 451-6099



I. Purpose

The Solano County Water Agency (SCWA) is seeking a Firm to prepare an EIR/EIS for contract renewal for the Agency's water supply contract with the United States Bureau of Reclamation (USBR) for the Solano Project (Solano Project Contract Renewal Project).

The Solano Project is owned by the USBR but is not part of the Central Valley Project. The SCWA is the contracting agency with the USBR for water supply. Additional information on the Solano Project and the SCWA can be found on our website (<https://www.scwa2.com/>).

The current water supply contract expires on **February 29, 2024**. As part of contract renewal, an EIR/EIS is expected to be necessary. The USBR will be the lead agency for NEPA and the SCWA will be the lead agency for CEQA.

Issues to be covered in the EA/IS-MND include, but are not limited to:

- Gradual conversion of contract water from agriculture to M&I
- Impact of water supply on endangered species in the service area
- Habitat conditions in Putah Creek downstream of the Solano Project

The Agency reserves the right to modify anticipated timelines set forth below. The Agency reserves the right to reject all submittals, cancel all or part of this RFP, waive any minor irregularities, and to request additional information from proposing Firms.

The RFP does not obligate the Agency to award a contract.

II. Background

The Solano County Water Agency is a local government agency that was formed in 1951 by an Act of the State Legislature. The Agency is a wholesale water supply agency providing untreated water to cities and agricultural agencies in Solano County from the Federal Solano Project and the North Bay Aqueduct of the State Water Project. Moreover, the Agency performs management actions in flood, stream, groundwater, water conservation, and habitat conservation county-wide.

The Agency's Board of Directors is comprised of 15 members; the seven Mayors and five County Supervisors of Solano County, and three Board members from irrigation/reclamation districts that receive water from the Agency.

III. Nature of Services Required

The Agency seeks a Firm to complete the following:

- Conduct scoping to comply with NEPA/CEQA
- Prepare documents necessary to determine level of NEPA/CEQA compliance

- Prepare Draft and Final EA/IS-MND
- Conduct public meetings and hearings as necessary

IV. Reference Documents

A list of helpful documents from the prior Contract Renewal is provided below, as well as a file sharing link (Drop Box) for the actual reports.

<https://www.dropbox.com/scl/fo/djnn5suz4akf9dgf1vcrz/h?dl=0&rlkey=h9qhgy69hob0naofbsyl31z0q>

| Date | Entity | Title |
|----------|----------|--|
| Jan-1999 | CH2MHILL | Solano Project Water Service Contract Renewal DIS/EAS |
| Feb-1999 | CH2MHILL | Solano Project Water Service Contract Renewal FIS/EA |
| Mar-1999 | USFWS | B.O. for the Solano Project Water Service Contract Renewal |
| Sep-1999 | USFWS | Fish and Wildlife Coordination Report – Contract Renewal |

V. Schedule

The Agency has made every effort to include sufficient information within this RFP for a Firm to prepare a responsive and comprehensive proposal. The timing of the proposal process is subject to change, depending on the needs of the Agency, but is anticipated as follows:

| | Activity | Date |
|----|---|-----------------------|
| a) | RFP Issued | May 10, 2023 |
| b) | Proposal Submittal Deadline | June 6, 2023 10:00-AM |
| c) | Interviews Scheduled | June 12-13, 2023 |
| d) | Selection of Top Firm | June 16, 2023 |
| e) | Final Scope & Budget | June 26, 2023 |
| f) | Contract Approval by Board of Directors | July 13, 2023 |
| g) | Kick-off Meeting | August 3, 2023 |
| h) | Bi-Weekly Progress Meetings | TBD |
| i) | Draft Reports (all Phases) | TBD |
| j) | Final Reports (all Phases) | TBD |

The intent of this proposal is for an ongoing contract to continue between the Agency and Firm, unless one or both parties eventually terminate the contract.

VI. Study Objectives

If the Firm submitting a proposal must outsource or contract any work to meet the requirements contained herein, this must be clearly stated in the proposal. Additionally, all costs included in the proposals must be all-inclusive to include any outsourced or contracted

work. Any proposals which call for outsourcing or contracting work must include the name and description of the organizations (subcontractors) being contracted.

VII. Proposal Format

There is no page limit for the proposal; however, it should be focused and concise, without extraneous material. The proposal should be divided into sections as outlined below:

A. Letter of Interest and Description of Services

- A statement regarding the Firm's availability to dedicate time, personnel, and resources to the Solano Project Contract Renewal Project.
- A commitment to the availability of the Firm and all key project staff during the contract period.
- A description of the approach to successfully fulfill the requirements within the estimated budget and schedule.

B. Proposed Scope of Work:

Provide a Proposed Scope of Work and discuss any ideas for modifying, clarifying, or improving the Agency's Preparation of an EIR/EIS for Solano Project Contract Renewal. Within the Proposed Scope of Work please answer the following questions:

- Describe the overall approach to meeting the requirements for all components of the RFP.
- Give a detailed timeline schedule for the EA/IS-MND Solano Project Contract Renewal Project.
- Explain the Firm's communication approach with your clients, stakeholders, and the public.
- Provide examples and/or strategies of how your Firm will be both effective and efficient at completing the EA/IS-MND.

C. Firm and Project Team

- Length of time in business.
- Location of headquarters and any field offices.
- Description of services that the company specializes in.
- Brief biography of proposed Product Manager and the Principal-in-charge (if that person is different from the Project Manager) and all other applicable staff. A project manager must be designated and must be the principal contact for the Agency.

D. Budget, including hourly rate for any additional consultation post deliverables

Provide estimated budget, rate sheet, including materials, professional services, travel, and all other costs and expenses for the EA/IS-MND Solano Project Contract Renewal Project.

E. References | Experience

At a minimum, the Firm should provide a list of the most recent projects (at least three) performed of comparable size, scope, and complexity. This list shall include the company name, contact person, address, phone number and/or e-mail of each party for whom the service was provided, as well as a description of the service performed, the dollar amount of the contract, and the date of performance.

The Agency shall not be liable for any costs incurred in response to this Request for Proposals. All costs shall be borne by the person or organization responding to the request. The person or organization responding to the request shall hold the Agency harmless from all liability, claim or expense whatsoever incurred by or on behalf of that person or organization. All submitted material becomes the property of the Agency and public records and, as such, may be subject to public review.

VIII. Evaluation Criteria

Proposals will be evaluated based on the criteria outlined below:

- Responsiveness to the RFP.
- Project approach and technical understanding.
- Scope of work that meets the Agency's needs.
- Ability to complete tasks on schedule and budget.
- Experience and qualifications of project team in preparing similar projects.
- Understanding of stakeholder and public process.
- Commitment of Firm with staff and resources to complete project.

IX. Selection Process

The Agency will inform responders of the process for selection. Interviews may be conducted by phone or through an in-person or virtual interface. All responders will be notified of the process.

The Firm with the highest rating from the RFP and interview process will be selected by the Agency to negotiate an agreement. Selection of the Firm will follow within one week of interviews. Attached is a sample form of Professional Services Agreement that will be used for this project. Note insurance requirements.

X. Time Considerations and Requirements

RFP submittal deadline: June 6, 2023, by 10 A.M. Pacific Standard Time.

Submittal options:

- A. E-mail an electronic copy (Microsoft Word or Adobe PDF formats acceptable) to ARabidoux@scwa2.com. If the attachment is over 10 MB, please send electronic documents via a file sharing service.
- B. Mailed to the address on the cover of this RFP to the attention of Chris Lee.

If you have any questions, please contact:

Alex Rabidoux,
Principal Water Resources Engineer
ARabidoux@scwa2.com
(707) 455-1106

Name of Project: _____

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES (*Professional Services/Contractor*)

THIS AGREEMENT, **effective** _____, is between SOLANO COUNTY WATER AGENCY, a public agency existing under and by virtue of Chapter 573 of the 1989 statutes of the State of California, hereinafter referred to as "Agency," and _____, hereinafter referred to as "Contractor."

The Agency requires services for _____; and the Contractor is willing to perform these services pursuant to the terms and conditions set out in this Agreement.

IT IS MUTUALLY AGREED, as follows:

1. **SCOPE OF SERVICES**

The Agency hereby engages the Contractor, and the Contractor agrees to perform the services for _____, as described in Exhibit A, in accordance with the terms of this Agreement and any applicable laws, codes, ordinances, rules or regulations. In case of conflict between any part of this Agreement, this Agreement shall control over any Exhibit.

2. **COMPENSATION**

Compensation for services shall be as follows: Hourly rate of personnel plus any allowed reimbursable expenses based on unit costs as indicated on any allowed reimbursable expense in Exhibit B **not to exceed \$**_____ for all work contemplated by this Agreement.

3. **METHOD OF PAYMENT**

Payment for services will be approved by the Agency's representative only if all contract requirements have been met.

Invoices must be submitted monthly, and upon approval of the Agency's representative, the Agency shall pay the Contractor monthly in arrears for fees and allowed expenses incurred the prior month. ***Invoices that are over 6 months old will not be approved or paid by the Agency. In no event shall the cumulative total paid pursuant to this agreement exceed the maximum amount provided for in paragraph 2 of this Agreement.***

Every invoice shall specify hours worked for each task identified in Exhibit A undertaken. To be approved by payment, any allowed reimbursable expenses will need supporting written documentation such as receipts and mileage logs.

Each invoice shall be accompanied by a spreadsheet showing, by month, costs incurred to date for the project broken down by the Tasks identified in Exhibit A. The spreadsheet shall show, for each task, budget amounts, total expended and remaining amounts. The spreadsheet shall show a subtotal for

each fiscal year covered by the contract. Any amendments to the contract shall be listed and incorporated into spreadsheet. An example of a typical spreadsheet shall be provided by the Agency.

4. **TIME OF PERFORMANCE**

This Agreement shall become effective as of the date it is executed and said services will take place between this date and _____ as directed by the Agency.

5. **MODIFICATION AND TERMINATION**

This Agreement may be modified or amended only by written instrument signed by the parties hereto, and the Contractor's compensation and time of performance of this Agreement shall be adjusted if they are materially affected by such modification or amendment.

Any change in the scope of the professional services to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the professional services will not be paid for or accepted unless such change, addition or deletion be approved in advance, in writing, by the Agency's General Manager.

This Agreement may be terminated by the Agency at any time, without cause, upon written notification to the Contractor. The Contractor may terminate this Agreement upon 30 days written notice to Agency.

Following termination by the Agency or the Contractor, the Contractor shall be reimbursed for all expenditures made in good faith in accordance with the terms of this Agreement that are unpaid at the time of termination.

6. **PERMITS** *(Note: include only if permits are required)*

Permits required by governmental authorities will be obtained at the Contractor's expense, and the Contractor will comply with local, state and federal regulations and statutes including Cal/OSHA requirements.

7. **INDEMNIFY AND HOLD HARMLESS**

To the extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify Solano County Water Agency, its directors, officers, employees, and authorized volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees and costs, arising from all acts or omissions of Contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages or expenses arising Solano County Water Agency's sole negligence or willful acts.

8. **INSURANCE**

Minimum Insurance Requirements: Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or sub-contractors.

Coverage - Coverage shall be at least as broad as the following:

1. **Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to Solano County Water Agency) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability** – (if necessary) Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Contractor has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
3. **Workers' Compensation Insurance** - as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the Solano County Water Agency, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Agency; but this provision applies regardless of whether or not the Solano County Water Agency has received a waiver of subrogation from the insurer.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Solano County Water Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Solano County Water Agency.

Other Required Provisions - The general liability policy must contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status:** Solano County Water Agency, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 10 01), with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.
2. **Primary Coverage:** For any claims related to this project, the Contractor's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the Solano County Water Agency, its directors, officers, employees and authorized volunteers. Any insurance or self-insurance maintained by the Solano County Water Agency its directors, officers, employees and authorized volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Solano County Water Agency.

Self-Insured Retentions - Self-insured retentions must be declared to and approved by the Solano County Water Agency. The Solano County Water Agency require the Contractor to provide proof of

ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Solano County Water Agency.

Acceptability of Insurers - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII or as otherwise approved by Solano County Water Agency.

Verification of Coverage – Contractor shall furnish the Solano County Water Agency with certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Solano County Water Agency before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The Solano County Water Agency reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages.

Sub-contractors - Contractor shall require and verify that all sub-contractor maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Solano County Water Agency its directors, officers, employees, and authorized volunteers are an additional insured are an additional insured on Commercial General Liability Coverage.

9. **COMPLIANCE WITH LAW**

The Contractor shall be subject to and comply with all federal, state and local laws and regulations applicable with respect to its performance under this Agreement, including but not limited to, licensing, employment and purchasing practices, and wages, hours and conditions of employment.

10. **RECORD RETENTION**

Except for materials and records, delivered to the Agency, the Contractor shall retain all materials and records prepared or obtained in the performance of this Agreement, including financial records, for a period of at least three years after the Contractor's receipt of the final payment under this Agreement. Upon request by the Agency, the Contractor shall make such materials and records available to the Agency at no additional charge and without restriction or limitation to State and federal governments at no additional charge.

11. **OWNERSHIP OF DOCUMENTS**

All materials and records of a finished nature, such as final plans, specifications, reports and maps, prepared or obtained in the performance of this Agreement, shall be delivered to and become the property of the Agency. All materials of a preliminary nature, such as survey notes, sketches, preliminary plans, computations, and other data, prepared or obtained in the performance of this Agreement, shall be made available, upon request, to the Agency at no additional charge and without restriction or limitation on their use.

12. **SUBCONTRACT AND ASSIGNMENT**

This Agreement binds the heirs, successors, assigns and representatives of the Contractor. The Contractor shall not enter into subcontracts for any work contemplated under this Agreement and

shall not assign this Agreement or monies due or to become due, without the prior written consent of the General Manager of the Agency or his designee, subject to any required state or federal approval. *(Note: list any subcontractors here)*

13. **NONRENEWAL**

The Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by the Contractor under this Agreement will be purchased by the Agency under a new agreement following expiration or termination of this Agreement and waives all rights or claims to notice or hearing respecting any failure to continue purchase of all or any such services from the Contractor.

14. **NOTICE**

Any notice provided for herein are necessary to the performance of this Agreement and shall be given in writing by personal delivery or by prepaid first-class mail addressed as follows:

AGENCY

CONTRACTOR

Chris Lee, Interim General Manager
Solano County Water Agency
810 Vaca Valley Parkway, Suite 203
Vacaville, CA 95688

The parties have executed this Agreement the day and year first above written. If the Contractor is a corporation, documentation must be provided that the person signing below for the Contractor has the authority to do so.

Solano County Water Agency
a Public Agency

By: _____
Chris Lee
Interim General Manager

By: _____

FOR SCWA USE ONLY

Contract Period: _____ to _____
File Number: _____
Account Manager: _____
G/L Account #: _____
Job Cost #: _____
Contract Type: _____

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B
RATE OF COMPENSATION