

Name of Project: **Solano Project Contract Renewal EA-IS**

## **SOLANO COUNTY WATER AGENCY**

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

THIS AGREEMENT, **effective July 13, 2023**, 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 **Jacobs Engineering Group, Inc.**, hereinafter referred to as "Contractor."

The Agency requires services for **Solano Project Contract Renewal EA-IS**; 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 **Solano Project Contract Renewal EA-IS**, 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 \$243,500** 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 **June 30, 2024** 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**

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, Consultant shall hold harmless, defend at its own expense, and indemnify Solano County Water Agency, its directors, officers, employees, and authorized volunteers, against all liability, claims, losses, damages, or expenses, including reasonable attorney's fees and costs, to the proportionate extent, arising from the negligent*

*acts, errors or omissions of Consultant 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 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. 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.

**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.

**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**

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

**CONTRACTOR**

Jason Junkert, Manager of Projects  
Jacobs Engineering Group, Inc.  
2485 Natomas Park Drive, Suite 600  
Sacramento, CA 95833

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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

Jacobs Engineering Group, Inc.

By: \_\_\_\_\_  
Chris Lee  
General Manager

By: \_\_\_\_\_  
Jason Junkert  
Manager of Projects

**FOR SCWA USE ONLY**

Contract Period: July 13, 2023 to June 30, 2024  
File Number: AG-J-4  
Account Manager: Alex Rabidoux  
G/L Account #: 6140SC  
Job Cost #: \_\_\_\_\_  
Contract Type: Prof. Services (Arch. & Eng)

## **EXHIBIT A**

### **SCOPE OF SERVICES**

#### **SCOPE OF WORK**

The Solano Project is comprised of Lake Berryessa, Monticello Dam, Lake Solano, Putah Diversion Dam, Putah Diversion Office, Putah South Canal, and Terminal Reservoir and is owned by the US Bureau of Reclamation (USBR) and locally managed by the Solano County Water Agency (SCWA). SCWA contracts with the Solano Irrigation District (SID) for daily Operations and Maintenance (O&M) activities. SCWA and USBR have long-term water delivery and Operation, Maintenance, and Rehabilitation (OM&R) contracts, which are set to expire in February 2024. As part of the Contract Renewal process, CEQA and NEPA environmental compliance is required. The USBR will be the lead agency for NEPA and the SCWA will be the lead agency for CEQA. The issues to be covered in the Environmental Assessment (EA) and Initial Study (IS) include, but are not limited to:

- Gradual conversion of contract water from agricultural to municipal water.
- Impact of water supply on endangered species in the Service Area.
- Habitat conditions in Putah Creek downstream of the Solano Project

The consultant will conduct appropriate scoping to comply with CEQA/NEPA, prepare applicable documents to determine the level of CEQA/NEPA compliance, prepare Draft and Final EA-IS reports, and conduct public meetings and hearing as necessary.

#### **TASKS**

##### **Task 1 – Project Management and Coordination**

This task will include ongoing support for SCWA and USBR coordination as well as support for project management.

##### **Task 2 – Approach to CEQA/NEPA Compliance**

This task will include collaboration with SCWA and USBR to prepare a document description that is sufficient to support environmental compliance. This task represents the creation of an outline and scope for the CEQA/NEPA documents.

##### **Task 3 – Preparation of Environmental Document**

This task will include the preparation of the environmental document consistent with the requirements of NEPA and CEQA. The EA-IS will include an Executive Summary, Statement of Purpose, Description of the Project Alternatives, Description of existing Environmental Conditions within the Project Area, Discussion of Potential Environmental Impacts associated with the Alternatives, List of Preparers, and References.

##### **Task 4 – Public Review**

This task will include the preparation of notices and other materials necessary to complete the CEQA/NEPA process, including public review.

## **DELIVERABLES**

The project deliverables will include:

- Meeting notes, records of consultation, and other supporting materials
- Technical Memorandum documenting assumptions and approach to CEQA/NEPA compliance.
- Draft and Final EA-IS which will include consolidated comments from SCWA and USBR.
- Notices and other supporting materials related to CEQA/NEPA compliance and public review.

## **SCHEDULE**

| <b>Task</b>                       | <b>Start</b> | <b>Finish</b> |
|-----------------------------------|--------------|---------------|
| Confirm CEQA-NEPA Approach        | 7/24/2023    | 8/11/2023     |
| NEPA   Admin Draft EA             | 8/14/2023    | 12/19/2023    |
| NEPA   Agency Review (USBR-SCWA)  | 10/20/2023   | 11/9/2023     |
| NEPA   Public Draft               | 11/10/2023   | 11/23/2023    |
| NEPA   Public Review Period       | 11/23/2023   | 12/4/2023     |
| NEPA   Final EA                   | 12/5/2023    | 12/18/2023    |
| NEPA   FONSI                      | 12/19/2023   | 12/19/2023    |
| CEQA   Categorical Exemption Memo | 10/9/2023    | 11/3/2023     |
| CEQA   File Notice of Exemption   | 11/6/2023    | 11/6/2023     |



## **VENDOR PROPOSAL**

# **Consulting Services – Preparation of Environmental Documents for Solano Project Contract Renewal**

## **Scope of Work**

The scope of work is to complete CEQA and NEPA compliance for the Solano Project contract renewal. These tasks include:

- Task 1 – Management and Agency Coordination
- Task 2 – Approach to CEQA and NEPA Compliance
- Task 3 – Prepare Environmental Document
- Task 4 – Distribution and Filing

### **Task 1 Management and Agency Coordination**

This task is for ongoing coordination with SCWA and Reclamation as well as project management. Jacobs will provide monthly status reports to SCWA corresponding to monthly invoices submitted for work performed. Jacobs will coordinate its work with SCWA, Reclamation, and other agencies as necessary and directed by SCWA. Jacobs is available to attend meetings with SCWA and Reclamation as needed to promote effective communications with these parties or others participating in Solano Project contract renewal process.

#### **Deliverables**

- Meeting notes, records of consultation, other supporting materials

#### **Assumptions**

- Jacobs has budgeted up to two (2) meetings per month during the course of the project

### **Task 2 Approach to CEQA and NEPA Compliance**

Jacobs will collaborate with SCWA and Reclamation to confirm and document the approach to CEQA and NEPA compliance. In coordination with SCWA, Jacobs will prepare a project description that is sufficient to support the environmental compliance approach.

#### **Deliverables**

- Technical memorandum documenting assumptions and approach to CEQA and NEPA compliance

#### **Assumptions**

- Operation of the Solano Project will be the same as current operation under the existing Water Service Contract

### **Task 3 Prepare Environmental Document**

With the assumption that the results of Task 2 are to prepare a justification for an exemption under CEQA and an Environmental Assessment (EA) under NEPA, Jacobs will prepare these documents consistent with the requirements of CEQA and NEPA.

The EA will include the following sections:

- Executive Summary
- A statement of the purpose and need for the project
- A description of the project alternatives
- A description of existing environmental conditions within the project area
- A discussion of potential environmental impacts associated with implementation of each alternative
- List of Preparers
- References and supporting information

Issues to be covered in the EA 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

Contents of the EA will be sufficient for Reclamation to make its effects determination pursuant to the Endangered Species Act and no separate deliverable will be prepared. Because the Solano Project water contract renewal would be an extension of current practices, significant public comment or substantial revisions to the Public Draft EA are not expected.

#### **Deliverables**

- PDF and Word file of the administrative draft, public draft, and final EA
- Draft FONSI
- PDF and Word file of the justification for the exemption

#### **Assumptions**

- No scoping is required
- One administrative draft of the EA will be prepared
- EA shall be no longer than 75 pages, not including appendices, pursuant to recently adopted changes to NEPA
- One set of consolidated comments from SCWA
- One set of consolidated comments from Reclamation
- Up to 12 hours of assistance preparing responses to public comments for the Final EA

## **Task 4: Public Review - Distribution and Filing**

Jacobs will prepare applicable notices and other materials needed to complete the CEQA/NEPA process.

### **Deliverables**

- Notices and other materials related to CEQA/NEPA process

### **Assumptions**

- Noticing processes will be electronic
- NEPA process will be as directed by Reclamation

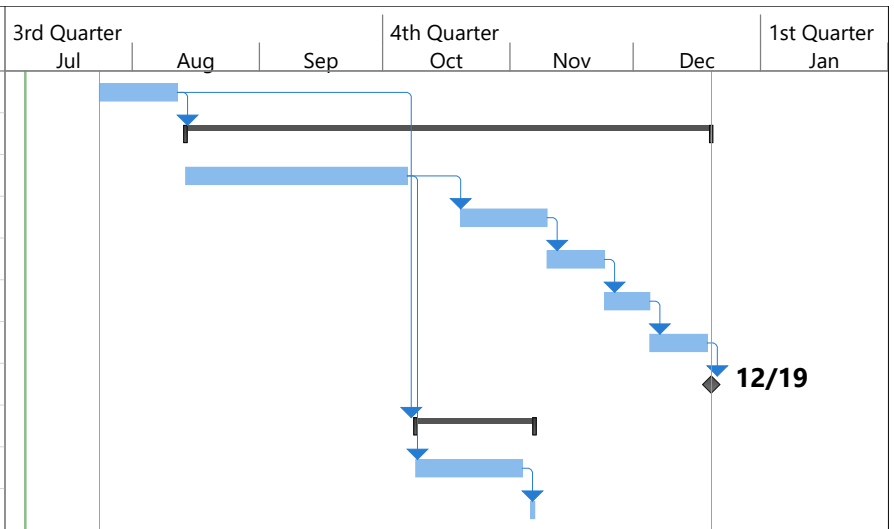
## **Schedule**

The work is expected to be initiated on or around July 2023, and completed as outlined in the attached project schedule, with the following major milestone:

- Complete a CEQA/NEPA document for submission to Reclamation in November of 2023 to support Reclamation's issuance of a FONSI and execution of a 25-year renewal contract prior to the February 2024 end date of the current contract.

| FY 2023/24  |           |           |            |           |           |            |          |           |            |
|---|-----------|-----------|------------|-----------|-----------|------------|----------|-----------|------------|
| Task  | Franck    | Burrell   | Schoevaars | Thayer    | Planner 1 | Pubs/Admin | Expense  | LSA       | Total      |
| Task 1: Management and Agency Coordination        | \$ 2,500  | \$ 5,000  | \$ -       | \$ -      | \$ -      | \$ 2,500   | \$ 1,000 | \$ 5,000  | \$ 16,000  |
| Task 2: Approach to CEQA and NEPA Compliance      | \$ 5,000  | \$ 5,000  | \$ -       | \$ -      | \$ -      | \$ -       | \$ -     | \$ -      | \$ 10,000  |
| Task 3: Prepare Environmental Document            | \$ 20,000 | \$ 40,000 | \$ 40,000  | \$ 20,000 | \$ 20,000 | \$ 10,000  | \$ -     | \$ 50,000 | \$ 200,000 |
| Task 4: Public Review - Distribution and Meetings | \$ -      | \$ 5,000  | \$ -       | \$ -      | \$ 10,000 | \$ 2,500   | \$ -     | \$ -      | \$ 17,500  |
| Summary   | \$ 27,500 | \$ 55,000 | \$ 40,000  | \$ 20,000 | \$ 30,000 | \$ 15,000  | \$ 1,000 | \$ 55,000 | \$ 243,500 |

| ID | Task Name                  | Duration       | Start              | Finish              | 3rd Quarter<br>Jul | Aug | Sep | 4th Quarter<br>Oct | Nov | Dec | 1st Quarter<br>Jan |
|----|----------------------------|----------------|--------------------|---------------------|--------------------|-----|-----|--------------------|-----|-----|--------------------|
| 1  | Confirm CEQA/NEPA Approach | 15 days        | Mon 7/24/23        | Fri 8/11/23         |                    |     |     |                    |     |     |                    |
| 2  | <b>NEPA</b>                | <b>92 days</b> | <b>Mon 8/14/23</b> | <b>Tue 12/19/23</b> |                    |     |     |                    |     |     |                    |
| 3  | Admin Draft EA             | 40 days        | Mon 8/14/23        | Fri 10/6/23         |                    |     |     |                    |     |     |                    |
| 4  | SCWA/Reclamation Review    | 15 days        | Fri 10/20/23       | Thu 11/9/23         |                    |     |     |                    |     |     |                    |
| 5  | Public Draft               | 10 days        | Fri 11/10/23       | Thu 11/23/23        |                    |     |     |                    |     |     |                    |
| 6  | Public Review Period       | 11 edays       | Thu 11/23/23       | Mon 12/4/23         |                    |     |     |                    |     |     |                    |
| 7  | Final EA                   | 10 days        | Tue 12/5/23        | Mon 12/18/23        |                    |     |     |                    |     |     |                    |
| 8  | FONSI                      | 1 day          | Tue 12/19/23       | Tue 12/19/23        |                    |     |     |                    |     |     |                    |
| 9  | <b>CEQA</b>                | <b>21 days</b> | <b>Mon 10/9/23</b> | <b>Mon 11/6/23</b>  |                    |     |     |                    |     |     |                    |
| 10 | CatEx Justification Memo   | 20 days        | Mon 10/9/23        | Fri 11/3/23         |                    |     |     |                    |     |     |                    |
| 11 | File Notice of Exemption   | 1 day          | Mon 11/6/23        | Mon 11/6/23         |                    |     |     |                    |     |     |                    |



|   |                    |  |                       |  |                    |  |
|---|--------------------|--|-----------------------|--|--------------------|--|
| Project: SCWA_SolanoProject_E<br>Date: Thu 7/6/23 | Task               |  | Inactive Summary      |  | External Tasks     |  |
|   | Split              |  | Manual Task           |  | External Milestone |  |
|   | Milestone          |  | Duration-only         |  | Deadline           |  |
|   | Summary            |  | Manual Summary Rollup |  | Progress           |  |
|   | Project Summary    |  | Manual Summary        |  | Manual Progress    |  |
|   | Inactive Task      |  | Start-only            |  |                    |  |
|   | Inactive Milestone |  | Finish-only           |  |                    |  |

**EXHIBIT B**

**RATE OF COMPENSATION**

| <b>Jacobs</b>   |              |
|---|--------------|
| <b>Professionals and Technicians*</b>   |              |
| <b>2023 Hourly Billing Rates**</b>  |              |
|   |              |
|   |              |
| <b>Classification</b>   | <b>Rate</b>  |
|   |              |
| <b>Principal-in-Charge*</b>   | <b>\$302</b> |
| <b>Principal Professional*</b>  | <b>\$278</b> |
| <b>Sr. Professional*</b>  | <b>\$222</b> |
| <b>Project Professional*</b>  | <b>\$167</b> |
| <b>Staff Professional*</b>  | <b>\$131</b> |
| <b>Sr. Technician</b>   | <b>\$167</b> |
| <b>Technician</b>   | <b>\$122</b> |
| <b>Office/Clerical</b>  | <b>\$112</b> |
|   |              |
| <b>Notes:</b>   |              |
| * includes engineering, consulting, planner and scientist disciplines                                   |              |
| **These rates are effective January 1, 2023 through December 31, 2023                                   |              |
| A markup of 10% shall be applied to all Other Direct Costs and Expenses                                 |              |
| An additional premium of 25% will be added to the above rates for Expert Witness and Testimony Services |              |

**Budget Breakdown by Task**

*(a more detailed breakdown is included in Exhibit A)*

| <b>Task</b>                                    | <b>Budget</b>    |
|--|------------------|
| Task 1 – Project Management and Coordination   | \$ 16,000        |
| Task 2 – Approach to CEQA/NEPA Compliance      | \$ 10,000        |
| Task 3 – Preparation of Environmental Document | \$200,000        |
| Task 4 – Public Review                         | \$ 17,500        |
| <b>Total Budget =</b>                          | <b>\$243,500</b> |