

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF SUISUN CITY

AND

STANTEC CONSULTING SERVICES INC.

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF SUISUN CITY AND
STANTEC CONSULTING SERVICES, INC.**

THIS AGREEMENT FOR CONTRACT SERVICES (herein “Agreement”) is made and entered into on _____, 2022, by and between the **CITY OF SUISUN CITY**, a California municipal corporation (“City”) and **STANTEC CONSULTING SERVICES INC.**, a California Corporation] (“Consultant”). City and Consultant may be referred to, individually or collectively, as “Party” or “Parties.”

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Suisun City Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by this reference, which may be referred to herein as the “services” or “work” hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For

purposes of this Agreement, the phrase “highest professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant’s Proposal.

The Scope of Service shall include the Consultant’s scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 California Labor Law.

If the Scope of Services includes any “public work” or “maintenance work,” as those terms are defined in California Labor Code section 1720 *et seq.* and California Code of Regulations, Title 8, Section 16000 *et seq.*, and if the total compensation is \$1,000 or more, Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq.*, and all other applicable laws, including the following requirements:

(a) **Public Work.** The Parties acknowledge that some or all of the work to be performed under this Agreement is a “public work” as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations (“DIR”) implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Consultant shall post job site notices, as prescribed by regulation.

(b) **Prevailing Wages.** Consultant shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Consultant acknowledges receipt of a copy of the Department of Industrial Relations (DIR) determination of the prevailing rate of per diem wages, and Consultant shall post a copy of the same at each job site where work is performed under this Agreement.

(c) **Penalty for Failure to Pay Prevailing Wages.** Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The

Consultant shall, as a penalty to the City, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subcontractor.

(d) Payroll Records. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subconsultant to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(e) Apprentices. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Consultant and each of its subconsultants shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(f) Eight-Hour Work Day. Consultant acknowledges that eight (8) hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.

(g) Penalties for Excess Hours. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(h) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Consultant certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

Consultant's Authorized Initials _____

(i) Consultant's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Consultant shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.5 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.6 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer.

1.7 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.8 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.9 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other Consultants. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.10 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed \$xxxx (**Dollars**) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.9.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.4, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall contain all information specified in Exhibit "C", and shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and subcontractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding _____ years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D"). The City may, in its sole discretion, extend the Term for ___ additional one-year term(s).

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

(Name)

(Title)

(Name)

(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be **NAME, TITLE**, or such person as may be designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

Without limiting Consultant's indemnification of City, and prior to commencement of any services under this Agreement, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury

and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c) Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(d) Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

5.2 General Insurance Requirements.

(a) Proof of insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of coverage. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, its agents, representatives, employees or subconsultants.

(c) Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(e) Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(f) Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(g) Enforcement of contract provisions (non-estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements not limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(n) Agency's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

(o) Self-insured retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely notice of claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or

entity for which Consultant is legally liable (“indemnitors”), or arising from Consultant’s or indemnitors’ reckless or willful misconduct, or arising from Consultant’s or indemnitors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys’ fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys’ fees.

ARTICLE 6. Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City’s sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City’s negligence, except that design professionals’ indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the “books and records”), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three

(3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such

information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of Consultant’s conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Solano, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Northern District of California.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the

outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action under this Agreement.

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Consultant and its sureties shall be liable for and shall pay to the City the sum of \$_____ (_____ Dollars) as liquidated damages for each working day of delay in the performance of any service required hereunder. The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.10 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's

fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Suisun City, 701 Civic Center Drive, Suisun City, CA 94585 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of “financial interest” shall be consistent with State law and shall not include interests found to be “remote” or “noninterests” pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant’s Authorized Initials _____

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF SUISUN CITY, a municipal corporation

Alma Hernandez, Mayor Pro-Tem

ATTEST:

City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Elena Gerli, City Attorney

CONSULTANT:

By:_____

Name:

Title:

By:_____

Name:

Title:

Address:

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF SOLANO

On _____, 2022 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE OFFICER <div style="text-align: center;">_____ TITLE(S)</div>	 <div style="text-align: center;">_____ TITLE OR TYPE OF DOCUMENT</div>
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER _____ <div style="text-align: center;">_____ TITLE(S)</div>	 <div style="text-align: center;">_____ NUMBER OF PAGES</div>
 <div style="text-align: center;">_____ TITLE(S)</div>	 <div style="text-align: center;">_____ DATE OF DOCUMENT</div>
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____	 <div style="text-align: center;">_____ SIGNER(S) OTHER THAN NAMED ABOVE</div>

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF SOLANO

On _____, 2022 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

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<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER _____ <div style="text-align: center;">_____ TITLE(S)</div>	 <div style="text-align: center;">_____ NUMBER OF PAGES</div>
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SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____	 <div style="text-align: center;">_____ SIGNER(S) OTHER THAN NAMED ABOVE</div>

EXHIBIT “A”

SCOPE OF SERVICES

Task 1: Project Initiation and Project Description

Once contract approval between the City and Stantec has been received, Stantec will initiate Project activities, working closely with City staff to ensure the development of a detailed Project description in compliance with the City’s expectations. Such objectives include providing a Project description that will discuss the Project setting, background, and objectives in sufficient detail to demonstrate that the Project would blend with the surrounding natural environment and allow the public to provide input at public meetings and provide meaningful comments on the environmental consequences of the Project.

Stantec and City staff will have one kick-off meeting to review Stantec's scope of work and get a better understanding of the Project. To maximize efficiency, Stantec also proposes that the kick-off meeting agenda include but not be limited to the following action items:

- Introduce and establish lines of communication among Project team members and identify roles and responsibilities.
- Identify, discuss, and revise, as necessary, the scope, methodology, content, approach, and schedule for completion.
- Review/refine the Project objectives (CEQA).
- Discuss the schedule for providing information to Stantec for documents required for preparation of the ISMND.

Within a week of the kick-off meeting, Stantec shall prepare and submit any revisions to the statement of work based on feedback from the City.

Deliverable

- Draft Project Description: digital copy (Microsoft Word)

Task 2: Prepare Administrative Draft Modified Initial Study, Screencheck Modified Initial Study, and “Final” Modified Initial Study

Stantec will develop an Administrative Draft Modified Initial Study, Screencheck Modified Initial Study, and a “Final” Modified Initial Study including a Project Description; General Plan policies and General Plan EIR mitigation measures, if significant impacts are identified, which will reduce potentially significant impacts to a less than significant level(s); figures; and required resource sections (described below) in accordance with CEQA and the CEQA Guidelines. The Modified Initial Study will evaluate the potential Project impacts on the resource areas covered under CEQA consistent with the resources analyzed in the City’s 2035 General Plan EIR.

Our team will compile all sections of the document, including figures and appendices, and will conduct a thorough internal senior review by the Project Manager, quality assurance / quality control review, and editorial review to ensure an appropriate level of technical content, readability, and consistency prior to submittal to the City for review.

The Modified Initial Study serves to evaluate whether the environmental impacts of the Project are adequately addressed in the City’s General Plan EIR. This Modified Initial Study indicates

whether the Project would result in a significant impact that: (1) is peculiar to the Project or the Project site; (2) was not identified as a significant effect in the General Plan EIR; or (3) are previously identified significant effects which, as a result of substantial new information that was not known at the time that the General Plan EIR was certified, are determined to have a more severe adverse impact than discussed in the General Plan EIR. Such impacts, if any, will be evaluated in an ISMND. It is assumed that potential impacts can be reduced to less than significant level and the development of an ISMND is not necessary, nor included in this scope. The Administrative Draft Modified Initial Study will be prepared for City. Then Stantec will use the Administrative Draft Modified Initial Study to develop the Screencheck Draft and ultimately the “Final” Modified Initial Study. While all resources presented in the City’s 2035 General Plan EIR will be analyzed, the following discussions highlight those resource considerations that we anticipate being critical to the Project:

Aesthetics, Light & Glare. This section of the Modified Initial Study will address the visual resources in the Project vicinity and the potential for visual impacts to occur as a result of implementing the Project. The City’s General Plan will be used to determine the local significance of the area’s visual character. Stantec will utilize the Applicant provided elevations to evaluate the potential visual and aesthetic impacts from the Project. Aesthetic characteristics will be assessed in relation to General Plan policies, Zoning Ordinance requirements, and the City’s design standards for residential developments.

Air Quality, Greenhouse Gas, and Energy. The Project would entail construction and operation activities that would emit criteria air pollutants and GHG emissions. Stantec will base the assessment of Air Quality, Greenhouse Gas Emissions and Energy on the “Air Quality and Greenhouse Gas Emissions Analysis Memorandum for the Tractor Supply Company Project, Suisun City, California” (LSA 2022), which will be provided as an appendix to the CEQA document with the analysis contained within the Modified Initial Study. Stantec will determine potential energy use of the Project and the potential increases associated with the implementation of the Project, consistent with modeling conducted for air quality and greenhouse gas emissions. The City’s General Plan will be important to inform the analysis of whether the Project results in wasteful or inefficient use of energy.

Assumptions

- This scope of work assumes that LSA’s technical memo provides all required evaluations to adequately support the preparation of the Air Quality, Greenhouse Gas Emissions and Energy sections of the CEQA document, including consistency with the City’s General Plan and applicable regional and state GHG reduction plans.
- It is further assumed that LSA’s technical memo identifies General Plan EIR mitigation measures that are applicable to the Project, not project-specific mitigation measures.

Biological Resources. Stantec will base the assessment of potential impacts to biological resources on the “Biological Resource Assessment for the Tractor Supply Suisun City Project, City of Suisun, Solano County (Bole & Associates 2022), which will be provided as an appendix to the CEQA document with the analysis contained within the Modified Initial Study.

Assumptions

- This scope of work assumes that Bole & Associates' assessment provides all required evaluations to adequately support the preparation of the Biological Resources section of the CEQA document for the Project.
- It is further assumed that Bole & Associates' assessment identifies General Plan EIR mitigation measures that are applicable to the Project, not project-specific mitigation measures.

Cultural and Tribal Cultural Resources. Stantec will base the assessment of potential impacts to cultural and tribal cultural resources on the "Cultural Resources Inventory Survey, Suisun City Tractor Supply Development Project" (Genesis Society 2022), which will be provided as an appendix to the CEQA document with the analysis contained within the Modified Initial Study.

Assumptions

- This scope of work assumes that Genesis Society's assessment provides all required evaluations to adequately support the preparation of the Cultural Resources section of the CEQA document for the Project.
- It is further assumed that Genesis Society's assessment identifies General Plan EIR mitigation measures that are applicable to the Project, not project-specific mitigation measures.
- Stantec assumes no National Historic Preservation Act (NHPA) Section 106 compliance is required for this Project. If NHPA Section 106 compliance support is needed, Stantec can provide these services under a separate scope.

Geology and Soils. Stantec will base the assessment of potential impacts to geology and soils on the "Geotechnical Report, Tractor Supply Co., Suisun City, California (Gularte & Associates 2022), which will be provided as an appendix to the CEQA document with the analysis contained within the Modified Initial Study. No additional soils or other field geological analyses will be conducted.

Assumptions

- This scope of work assumes that Gularte & Associates' assessment provides all required evaluations to adequately support the preparation of the Biological Resources section of the CEQA document for the Project.
- It is further assumed that Gularte & Associates' assessment identifies General Plan EIR mitigation measures that are applicable to the Project, not project-specific mitigation measures.

Hazards and Hazardous Materials. Stantec will prepare the Hazards and Hazardous Materials section of the Modified Initial Study using the Phase I Environmental Site Assessment (Phase I) prepared by the Applicant (if available) to describe the known and potential sources of hazardous wastes in the Project vicinity (e.g., within 1/4-mile of the Project site). Readily available documents prepared for the Project site will be reviewed, as well as documents from Department of Toxic Substances Control, Regional Water Quality Control Board, and other regulatory agencies to determine the potential for encountering hazardous wastes within the Project area.

Land Use and Planning. Based on our review of the information provided, Stantec assumes that the proposed Project would be consistent with the General Plan, its underlying land use designation and corresponding zoning; however, Stantec will examine local land use plans and policies to determine Project consistency with the General Plan and zoning. Existing surrounding land uses will be identified and described to determine land use compatibility and to identify

potential conflicts that could occur during Project construction or operation. In evaluating land use issues, Stantec will consider the consistency/compliance of the Project with federal, State, regional, and local land use plans and regulations (e.g., City’s General Plan), as well as the Project’s compatibility with the existing and planned land uses in the vicinity.

Noise. Stantec will base the assessment of potential impacts of noise and vibration on the “Acoustical Analysis, Tractor Supply Company Retail Store, Suisun City, California (WJV Acoustics, Inc. 2022), which will be provided as an appendix to the CEQA document with the analysis contained within the Modified Initial Study. No additional noise analyses will be conducted.

Assumptions

- This scope of work assumes that WJV Acoustics’ assessment provides all required evaluations to adequately support the preparation of the Noise section of the CEQA document for the Project.
- It is further assumed that WJV Acoustics’ assessment identifies General Plan EIR mitigation measures that are applicable to the Project, not project-specific mitigation measures.

Transportation. Stantec will base the assessment of potential impacts to transportation on the “Tractor supply Company – Suisun City, California, Focused Traffic Study/VMT Assessment” (Rick Engineering Company 2022), which will be provided as an appendix to the CEQA document with the analysis contained within the Modified Initial Study.

Assumptions

- This scope of work assumes that Rick Engineering Company’s Traffic Study/VMT Assessment was reviewed by the City prior to Stantec utilizing for preparation of CEQA documentation and that it provides all required evaluations to adequately support the preparation of the Transportation section of the CEQA document for the Project.
- It is further assumed that Rick Engineering Company’s assessment identifies General Plan EIR mitigation measures that are applicable to the Project, not project-specific mitigation measures.

Utilities and Service Systems. Stantec will evaluate the Project’s potential impacts on the public utility systems. The Project will result in new development and thus, the Modified Initial Study will evaluate the need to expand any utilities. The discussion of sewer service will be based on capacity calculations provided by the Applicant, as a Water Supply Assessment is not required based on the size and characteristics of the Project.

The Administrative Draft Modified Initial Study will comply with the CEQA Guidelines and will conform to the City’s format and typical thresholds for determining significant effects. Stantec will prepare a Modified Initial Study that contains the following elements:

- Table of Contents
- Introduction
- Environmental Review and Approval

- Scope of the Modified Initial Study
- Public and Agency Review
- Project Description
- Consistency with the City's Plans and Policies
- Environmental Factors Potentially Affected
- Determination
- Discussion of Environmental Setting, Potential Impacts, General Plan policies, and General Plan EIR mitigation measures. An identification of environmental effects through the use of the resources evaluated in the City's 2035 General Plan EIR along with explanations supporting the entries.
- Mandatory Findings of Significance
- References Cited
- Report Preparers

A detailed analysis of impacts that could occur as a result of implementation of the Project will be conducted and presented for each element of the natural and human environment. Baseline conditions will be qualitatively and quantitatively described. The boundaries of the affected environment will be established by definable geographic units such as airshed, watershed, viewshed, and socio-political boundaries. Impacts will be qualitatively and quantitatively assessed and described. Significance of impacts will be measured against criteria that have been established by regulation, accepted standards, or other definable criteria. Information sources will be cited.

Administrative Draft and Screencheck Modified Initial Study

Stantec will prepare and submit one electronic copy (Microsoft Word) of the Administrative Draft Modified Initial Study to the City for review (and Applicant review, as City deems appropriate). Stantec will attend one 2-hour meeting with City staff to review City comments on the Modified Initial Study (meeting captured in Task 3, Project Management and Meetings, below). It is assumed that the City will provide one consolidated and reconciled set of comments on the Administrative Draft Modified Initial Study and that comments will be minimal and not require new analysis.

Upon receipt of the Modified Initial Study comments, Stantec will make necessary revisions and prepare and submit one electronic copy of the Screencheck Modified Initial Study to the City. It is assumed that the City will provide one consolidated and reconciled set of comments on the Screencheck Modified Initial Study and that comments will be minimal and editorial in nature only and will not require new analysis.

Deliverable

- Administrative Draft Modified Initial Study to the City: one digital copy (Microsoft Word)
- Screencheck Modified Initial Study to the City: one digital copy (Microsoft Word)

“Final” Modified Initial Study

After implementation of the City’s Modified Initial Study comments, Stantec will prepare the “Final” Modified Initial Study. This is the version of the document which the City will reference in their staff report and post online on their website, as applicable. This proposal assumes since the Modified Initial Study does not require circulation to the public, no response to comments will need to be prepared on Stantec’s behalf. State Clearinghouse Guidelines are everchanging; Stantec will review the State Clearinghouse posting requirements at the time the Modified Initial Study is finalized. If applicable, Stantec will prepare the electronic posting requirements for the Project (assumed to be the electronic Project Summary Form and PDF of the Modified Initial Study). If posting to State Clearinghouse is required, this scope assumes the City will submit all files to State Clearinghouse. If noticing the Project is required, this scope assumes the City will be responsible for all noticing requirements associated with the Project.

Assumptions

- As outlined, “Final” Modified Initial Study, above.

Deliverable

- Stantec will provide the City with one digital copy (PDF) of the final version of the Modified Initial Study and one digital copy (PDF) of the State Clearinghouse Project Summary Form for the City’s submittal to State Clearinghouse.

Task 3: Project Management and Meetings

This task consists of the management activities that help Stantec keep the Project running smoothly, on time, and within budget. As the liaison between Stantec staff and City staff, Anna will see that information is distributed appropriately, that comments regarding Project-related issues are communicated effectively and efficiently, and that financial performance is tracked regularly (i.e., invoices).

The cost estimate includes attendance by two Stantec personnel (Principal in Charge, Project Manager, and/or Deputy Project Manager) at the programmed meetings summarized below.

- **Kick-off Meeting.** Stantec will attend one (1) one-hour virtual Project kick-off meeting with the City and the Applicant team to review the Project description, discuss critical Project items, and identify any known data or information gaps required to prepare the Modified Initial Study.
- **Project Check-In Meetings.** Stantec will coordinate and attend up to three (3) virtual 30-minute Project check-in meetings with the City, the Applicant team, and/or attorneys.
- **Modified Initial Study Review Meeting.** Stantec will attend up to one (1) 1-hour meeting with City staff to review City comments on the Administrative Draft Modified Initial Study.

Additional meetings not discussed in the scope may be attended on a time-and-materials basis with prior authorization from the City. This scope assumes Stantec will attend all meetings virtually.

Optional Tasks

The following tasks were requested to be completed as optional tasks by the City, consisting of peer reviews of Applicant provided technical studies, AB 52 consultation support, and attendance of public hearings.

Optional Task 5: Peer Reviews of Applicant Provided Technical Studies

This optional task assumes that, at the request of the City, Stantec will conduct peer reviews of the following reports:

- *“Air Quality and Greenhouse Gas Emissions Analysis Memorandum for the Tractor Supply Company Project, Suisun City, California” (LSA 2022)*
- *“Biological Resource Assessment for the Tractor Supply Suisun City Project, City of Suisun, Solano County (Bole & Associates 2022)*
- *“Cultural Resources Inventory Survey, Suisun City Tractor Supply Development Project” (Genesis Society 2022)*
- *“Geotechnical Report, Tractor Supply Co., Suisun City, California (Gularte & Associates 2022)*
- *“Acoustical Analysis, Tractor Supply Company Retail Store, Suisun City, California (WJV Acoustics, Inc. 2022)*
- *“Tractor Supply Company – Suisun City, California, Focused Traffic Study/VMT Assessment” (Rick Engineering Company 2022)*

Optional Task 6: AB 52 Consultation Support

As an optional task, Stantec can assist with Assembly Bill 52 (AB 52) consultation in this scope of work. Outreach to the Native American Heritage Commission has already been conducted; however, additional outreach pursuant to AB 52 may be required. If required by the City, Stantec cultural resource staff will complete AB 52 outreach and provide the results to the City in support of their AB 52 consultations. The Native American Heritage Commission (NAHC) Sacred Lands File Search has already been conducted, and the response yielded negative results. A local Native American contacts list was provided, and additional outreach can be undertaken at the request of the City. If local Native American representatives request additional support or a site visit, Stantec can provide additional support on an hourly basis (not currently included in this scope).

Optional Task 7: Attendance of Public Hearings

As an optional task, Stantec can virtually attend up to two (2) public hearings, assumed to be up to 2 hours total each, with one Stantec team member in attendance.

EXHIBIT “B”

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

Section 1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by this reference, which may be referred to herein as the “services” or “work” hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the services at the time and the location in which the services were performed. shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase “highest professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Section 5.2.A Proof of insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers’ compensation. Insurance certificates and endorsements must be approved by City’s Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Section 6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the “books and records”), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant’s business, custody of the books and records may be given to City, and access shall be provided by

Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act. Notwithstanding the foregoing, the City's right to inspect, copy and audit shall not extend to the composition of the Consultant's rates and fees, percentage mark-ups or multipliers but shall apply only to their application to the applicable units.

Section 6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City. Consultant retains the ownership of any of its intellectual property used in the creation of the documents whether incorporated in the documents or not.

Section 6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer. The restrictions on the use and disclosure of the confidential information do not apply to information which (a) was known to Consultant before receipt of same from the City; (b) is or becomes publicly known other than through Consultant; (c) independently developed by Consultant; (d) provided to Consultant by a third party that obtained it independently of the City; or (e) whose disclosure is compelled by the statute or by judicial or other governmental body, but only to the extent required by said statute or order.

Section 7.7 Liquidated Damages – Deleted in its entirety.

EXHIBIT “C”**SCHEDULE OF COMPENSATION**

The time and materials cost estimate for providing the ISMND documentation in accordance with CEQA for the Tractor Supply Company Project is shown below. The cost reflects the scope of work described herein, and associated expenses. Our proposed cost does not include any contingency budget added by the City; this contingency budget will be included by the City prior to contract authorization.

Task	Budget
Task 1: Project Initiation and Project Description	\$2,694
Task 2: Administrative Draft Modified IS, Screencheck Modified IS, and “Final” IS	\$33,088
Task 3: Project Management and Meetings	\$3,936
Labor Total	\$39,718
Direct Costs	*\$250
Total Budget	\$39,968

<i>Optional Tasks</i>	
<i>Optional Task 4: Peer Reviews of Applicant Provided Technical Studies (6 studies at \$1,500 each)</i>	\$9,000
<i>Optional Task 5: AB 52 Consultation Support</i>	\$1,200
<i>Optional Task 6: Virtual Attendance at up to two Public Hearings</i>	\$1,200
* Assumes minor direct costs associated with basic printing needs, mileage or other approved direct expenses.	

EXHIBIT “D”**SCHEDULE OF PERFORMANCE**

A detailed CEQA Project Schedule will be prepared upon authorization. Any labor related to optional tasks is not included in this schedule.

Work Product / Milestone	Estimated Completion (Weeks)
Receipt of Fully Executed Contract	Week 1
Project Kick-off Meeting	Week 1
City Reviews/Approves Draft Project Description	Week 2
Stantec Prepares Admin Draft Modified Initial Study and Technical Analyses 1	Weeks 3 - 5
City Reviews Admin Draft Modified Initial Study	Week 6
Stantec Revises and Submits Screencheck Modified Initial Study to the City 2	Weeks 7 - 8
City Reviews Screencheck Modified Initial Study	Week 9
Stantec Prepares “Final” Modified Initial Study	Week 10
Public Hearing(s)	TBD
<i>1 Assumes no changes to the Project upon finalization of the Project Description in Week 2 and that no optional tasks would be required.</i> <i>2 Assumes City reviews Modified Initial Study and not a third-party consultant.</i>	



1

Today's Focus

- 1 Outreach Efforts
- 2 Recommendations

Suisun City Community Based Transportation Plan

DRAFT FINAL
August 2022

2

EXISTING SERVICES

Solano Mobility Programs Serving Suisun City

- **Solano Older Adults Medical Trips Concierge Services (GoGo)**
 - Rides Taken (since April 2019): **1,303**
- **Suisun City Taxi Card Program***
 - Rides Taken: **235**
- **Suisun City \$2/\$3 Lyft Ride Program****
 - Rides Taken: **706**
- **First/Last Mile Program****
 - Rides Taken (combined origin/destination): **671**

* Began in January 2022

** Began in November 2021



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OUTREACH

Outreach Efforts

- City Council Hearings on the elimination of FAST routes 5 and 6
- Virtual Outreach Workshop
- Suisun City Walking Tour
- **CBTP Survey – 10,000 sent to Suisun Households**
 - **431 Survey Results**
- Open House at Solano Transportation Authority Headquarters

**Suisun City
Community-Based Transportation Plan**

Community-Based Transportation Plan Open House

THANK YOU FOR YOUR INPUT!

We received hundreds of surveys from the community. We're hosting an in-person public open house at Solano Transportation Authority's (STA) offices in Suisun City to share your priorities and proposed recommendations for transportation and mobility improvements in Suisun City. We invite you to join us to learn more about the recommendations, next steps, and to provide your thoughts.

- Raffle drawing for a \$50 Visa Gift Card and other giveaways.
- Light refreshments will be provided.

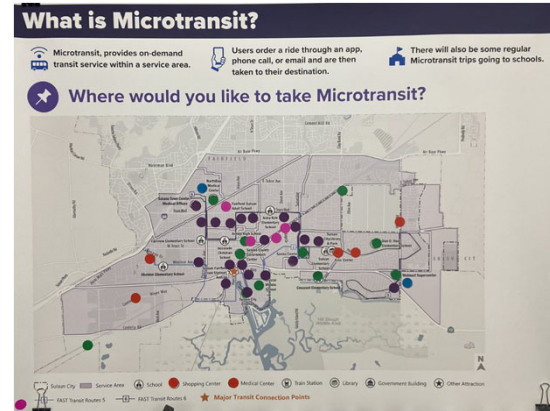
Monday, June 6, 2022
1 PM - 3:30 PM
Solano Transportation Authority Building
423 Main Street, Suisun City, CA

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OUTREACH

Outreach Findings

- Needs and desires from the community:
 - Equitable access and opportunities
 - Higher quality and level of service
 - Affordable services
 - Education and awareness of services



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RECOMMENDATIONS


Summary of Recommendations

Recommendation	Sub-strategies	Cost	Timeline
Align Recommendations with Larger Planning Efforts	▪ N/A	N/A	Ongoing
Microtransit	▪ General and paratransit riders ▪ School students ▪ Bus stop improvements	\$305,000 - \$850,000 \$145,000 in first year \$5,000 - \$30,000 per stop	Short (1-2 years) Short (1-2 years) Short - Medium (1-4 years)
Improve path of travel in high need areas	▪ Street infrastructure improvements, improving lighting, crosswalks, traffic calming ▪ Sidewalk quality, wayfinding and signage at critical nodes and commercial districts/anchor points	\$125,000 - \$180,000 per intersection \$10,000 - \$15,000 per block	Medium (3-4 years) Medium (3-4 years)
Expand/improve existing program infrastructure	▪ Lyft programs and Taxi program	\$50,000 - \$150,000 depending on level of expansion	Short - Medium (1-4 years)
Fare integration	▪ Simplify/unify fares across all programs; pay for microtransit using automated fare payment; help individuals enroll in Clipper START program; and program expansion of low-income benefit	\$30,000 - \$180,000 depending on software/hardware needs and level of subsidy	Short - Medium (1-4 years)
Suisun City Direct Marketing	▪ Suisun-specific materials; presentations, and travel orientation	\$5,000 - \$50,000 annually depending on scope of activities	Short - Medium (1-4 years)

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RECOMMENDATIONS

 **Microtransit**

Serve general and paratransit riders through microtransit

Potential Sponsoring Agencies:
Solano Transportation Authority

Potential Funding Sources:
TDA, other Federal Funding, SB 1376 Funding

Estimated Cost: \$305,000 - \$850,000

Timeframe: Short (1-2 years)

Serve school students through fixed route

Potential Sponsoring Agencies:
Solano Transportation Authority

Potential Funding Sources: TDA

Estimated Cost: \$145,000 in first year

Timeframe: Short (1-2 years)

Bus stop improvements to support microtransit services

Potential Sponsoring Agencies:
City of Suisun City


Potential Funding Sources: Ad agencies, One Bay Area Grant Program (OBAG), TDA Funds, and City funds

Estimated Cost: \$5,000 - \$30,000 per stop

Timeframe: Short – Medium (1-4 years)

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RECOMMENDATIONS

 **Improve path of travel in high need areas**

Street infrastructure improvements

Potential Sponsoring Agencies: City of Suisun City

Potential Funding Sources: One Bay Area Grant Program (OBAG), Active Transportation, Bay Area Air Quality Management District (BAAQMD) Transportation Fund for Clean Air (TFCA), TDA 3 Funds, City funds

Estimated Cost: \$125,000 - \$180,000 per intersection

Timeframe: Medium (3-4 years)

Sidewalk quality, wayfinding and signage at critical nodes

Potential Sponsoring Agencies: City of Suisun City

Potential Funding Sources: One Bay Area Grant Program (OBAG), Active Transportation, Bay Area Air Quality Management District (BAAQMD) Transportation Fund for Clean Air (TFCA), TDA 3 City funds

Estimated Cost: \$10,000 - \$15,000 per block

Timeframe: Medium (3-4 years)

Expand/improve existing program infrastructure

Potential Sponsoring Agencies:
Solano Transportation Authority

Potential Funding Sources:
5310, SB 1376

Estimated Cost: \$50,000 - \$150,000 depending on level of expansion


Timeframe: Short – Medium (1-4 years)

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4

RECOMMENDATIONS


 **Fare Integration**

Potential Sponsoring Agencies:
Suisun City, community organizations

Potential Funding Sources: Bay Area Air Quality Management District (BAAQMD) Transportation Fund for Clean Air (TFCA), TDA

Estimated Cost: \$30,000 - \$180,000 depending on software/hardware needs and level of subsidy

Timeframe: Short – Medium (1-4 years)

 **Direct Marketing**

Potential Sponsoring Agencies:
Suisun City, community organizations

Potential Funding Sources: 5310


Estimated Cost: \$5,000 - \$50,000 annually depending on scope of activities

Timeframe: Short – Medium (1-4 years)

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Thank you!



Richard Weiner, Principal

rweiner@nelsonnygaard.com


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SUISUN CITY INVESTS IN TRANSPORTATION AND TRANSIT

- ▶ **5307** – Federal Transit Funding for urbanized areas claimed by FAST with oversight by MTC
- ▶ **Transportation Development Act Funds (TDA)** - Derived from a ¼ cent sales tax collected statewide. FY 2022-23 available TDA funds for the City of Suisun City is **\$2,291,459**
Current TDA Fund Investments by Suisun City:
 - ▶ \$636,343 – Suisun City Local Fixed Route and Microtransit Service
 - ▶ \$134,087 – Contribution to Solano Express 
 - ▶ \$850,029 – Other items which includes: STA Planning (50K), Maintenance of Train Depot (160K), Capital expenditure for Mobility Hub (250K) and 2 Microtransit Vans (140K) plus Capital Reserve (250K)
 - ▶ **Total Recommended Allocation is \$1,620,459** which leaves a remaining balance of **\$671,000** and a Capital Reserve of **\$500,000** (250K FY 2021-22 and 250K FY 2022-23)

2

Suisun City TDA Claim (Attachment B)	TDA Funds FY 2021-22	TDA Funds FY 2022-23
MTC February 2022 estimate	1,399,148	1,581,740
Plus Carry over	302,607	1,472,931
Available for allocation per MTC	1,701,755	3,054,671
Amounts included in claims after 1/31/22 including swaps claimed by others		(513,212)
Capital Reserve from FY 2021-22		(250,000)
Total Available to Claim	1,701,755	2,291,459
Local Transit Service		
Paratransit	200,000	
Local Taxi Scrip		
Intercity Taxi card (PEX)		6,343
Fix Route Transit Service and Microtransit		610,000
First/Last Mile		20,000
Total	200,000	636,343
SolanoExpress		
Estimate for Blue, Green, and Red Lines (Claimed by SolTrans)	121,898	134,087
Total	121,898	134,087
Other items		
STA Planning* Claimed by STA	40,138	50,029
Train Depot includes (50K + 80K+ 30K = \$160,000) for Maintenance Worker and admin	130,000	160,000
Mobility Hub Parking Lot joint project with STA	250,000	250,000
Micro transit Capital/Operations (2 Buses)		140,000
Other Capital Reserve (Total \$500K)	250,000	250,000
Total	670,138	850,029
Total TDA Claim for FY 2022-23	992,036	1,620,459
TDA Remaining Balance	709,719	671,000

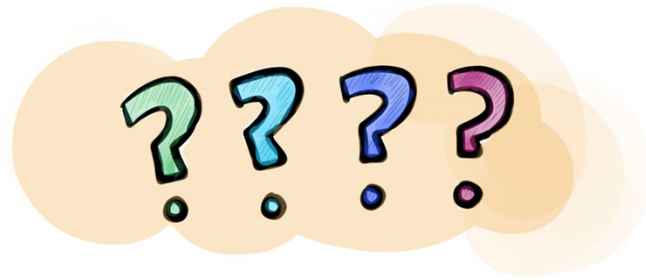
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RECOMMENDED ACTION:

- Approve the allocation of \$1,620,459 FY 2022-23 TDA Funds which will be claimed through STA's September claim and TDA Matrix through the Metropolitan Transportation Commission for FY 2022-23.

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Questions?



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THANK YOU

Ron Grassi

Director of Programs

rgrassi@sta.ca.gov

[\(707\) 399-3233](tel:(707)399-3233)



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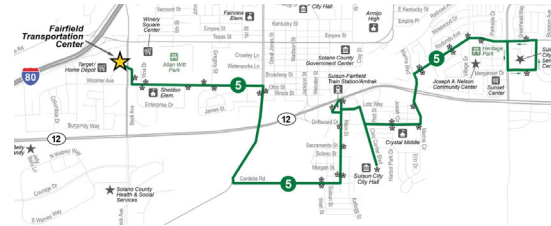
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Route 5

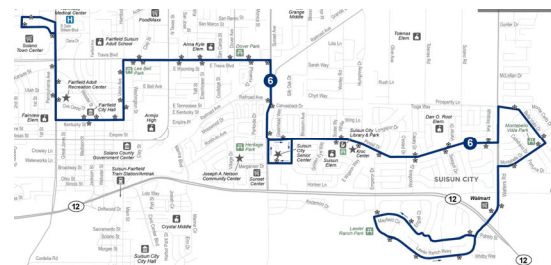
- ▶ Fairfield Transportation Center
- ▶ Crystal Middle School
- ▶ Suisun City Amtrak
- ▶ Suisun City Hall
- ▶ Joseph Nelson Community Center
- ▶ Suisun City Senior Center



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Route 6

- ▶ Kaiser
- ▶ North Bay
- ▶ Suisun Elementary
- ▶ Dan O. Root Elementary
- ▶ Suisun City Senior Center
- ▶ Suisun City Library
- ▶ Kroc Center

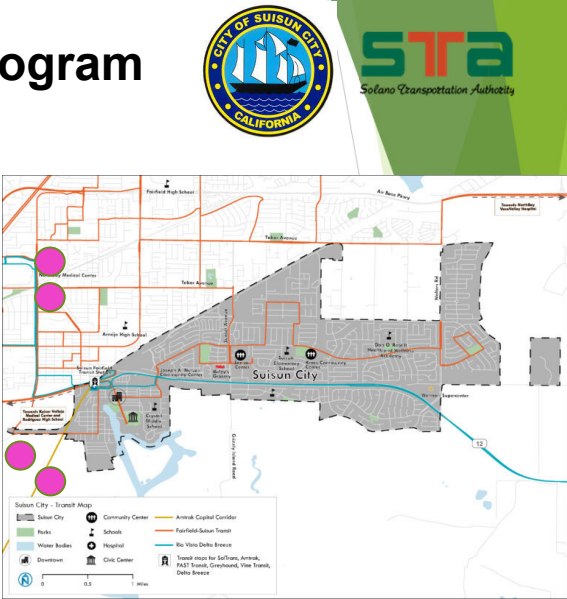


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Lyft First and Last Mile Program

- Effective November 8, 2021
- Geofence Suisun City boundaries along with 4 surrounding hospitals & clinics
 - Sutter Health
 - NorthBay Hospital
 - Kaiser Clinic in Fairfield
 - Ole Health Clinic

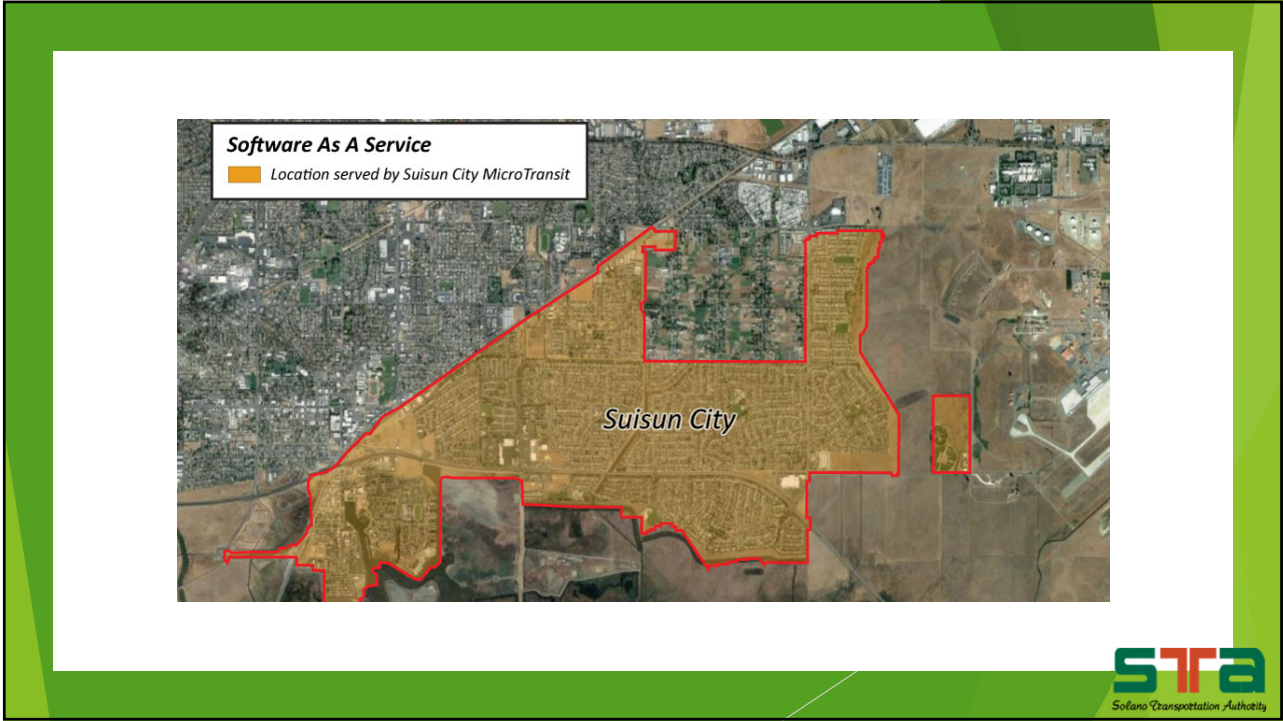
APPROVED FARE STRUCTURE		
1-Way Ride	Cost	Route 5 & 6
Within Suisun City	\$2.00/per ride	\$1.75
Within Suisun City (verified low-income)	\$1.50/per ride	
Suisun City to/from 4 hospital/clinics	\$3.00/per ride	



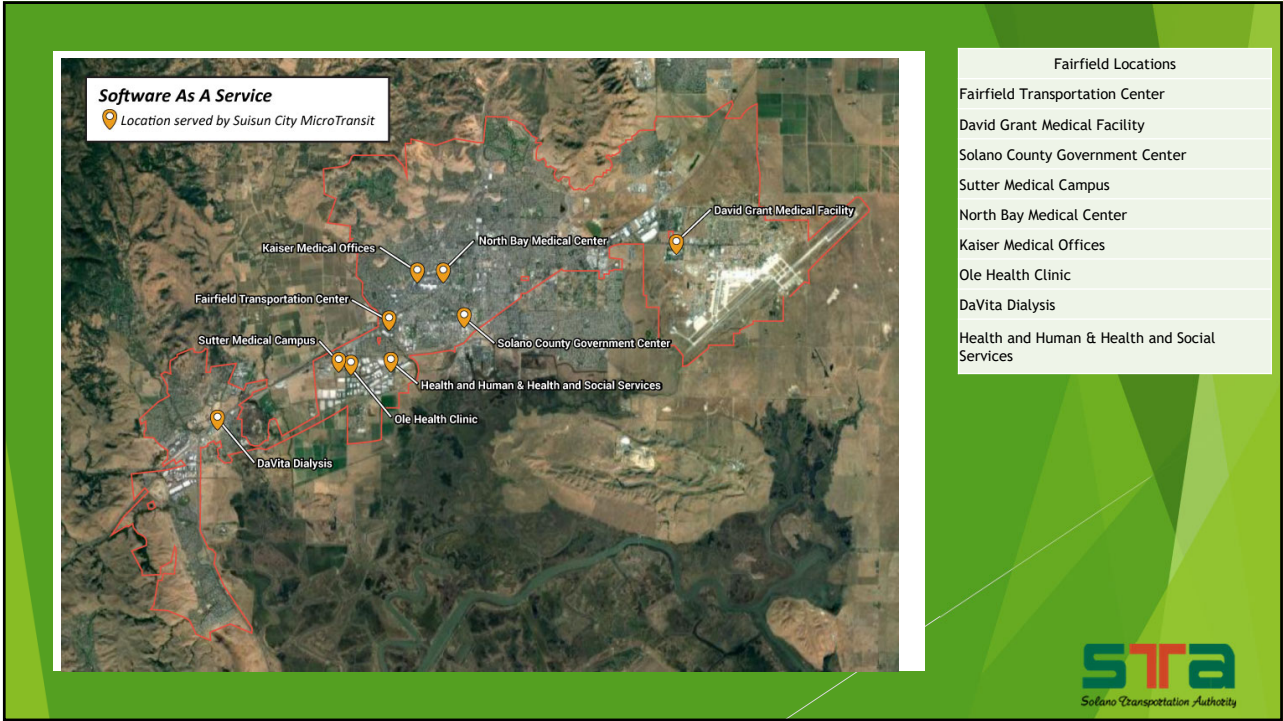
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Proposed Service Area

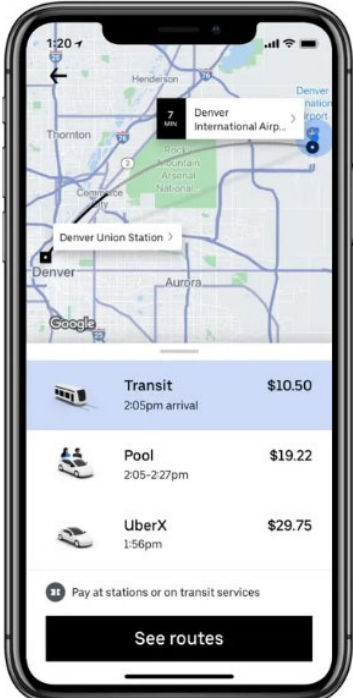
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A smartphone screen displaying the Uber app interface. The top section shows a map with a route from 'Denver Union Station' to 'Denver International Airport' (7 miles). Below the map, three transit options are listed: 'Transit' for \$10.50 (2:05pm arrival), 'Pool' for \$19.22 (2:05-2:27pm), and 'UberX' for \$29.75 (1:56pm). At the bottom, there is a button labeled 'See routes' and a note 'Pay at stations or on transit services'.

Ordering is as easy as 1-2-3:

- ▶ Download and install the Uber Application on your smartphone
- ▶ Scroll down to Transit Option
- ▶ Order the Suisun City Micortransit vehicle

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▶ Base of Operations

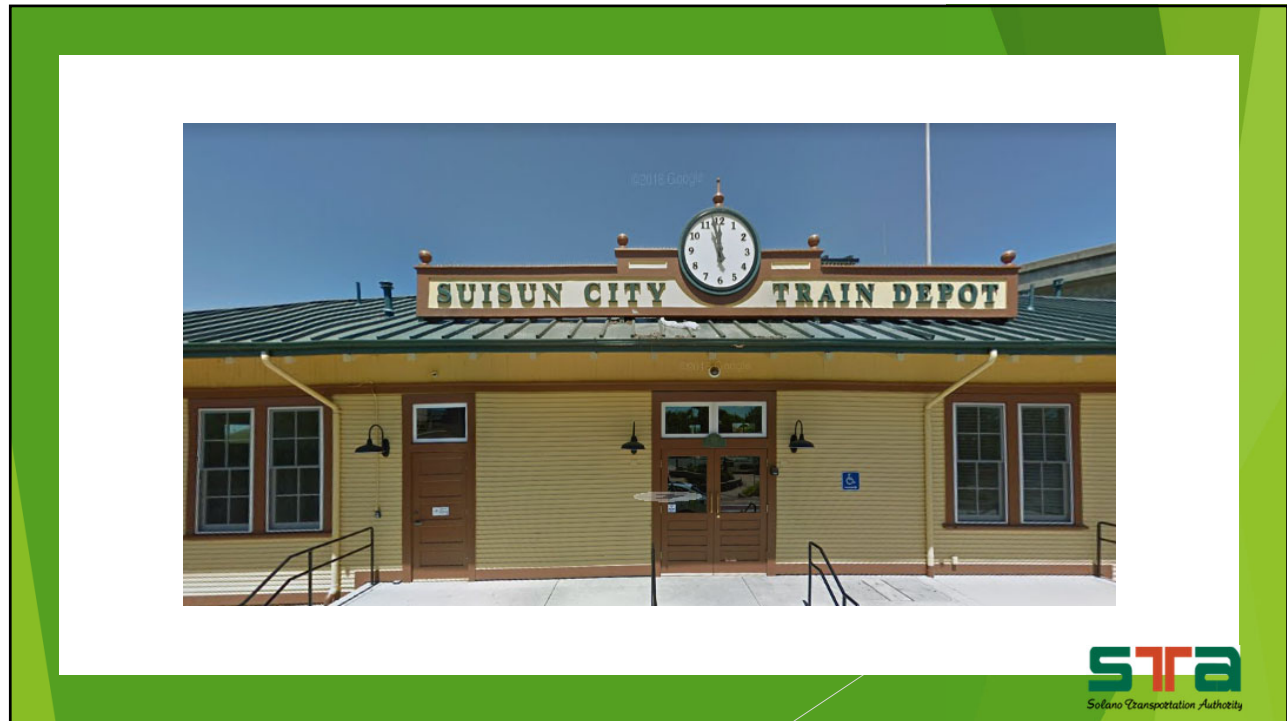
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Recommendation

1. Authorize the City Manager to enter into an agreement for two years with Solano Transportation Authority for transit management services, compliance, finance tasks and staffing estimated to be at \$50,000 annually;
2. Authorize the City Manager to have Solano Transportation Authority release an RFP for Operations and Maintenance of the Suisun Transit Services, estimated to be \$560,000 annually;
3. Authorize the City Manager, or his designee, to purchase two transit vans for the Suisun City Microtransit Program, estimated at \$140,000.

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Questions?

Brandon Thomson
Transit Mobility Coordinator
707-399-3234

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