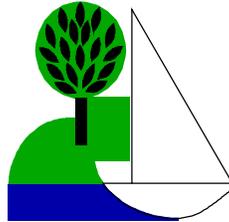


ESTERO MUNICIPAL IMPROVEMENT DISTRICT



**REQUEST FOR QUALIFICATION AND PROPOSAL
FOR PROFESSIONAL ENGINEERING SERVICES**

**(CIP 405 - 636) WATER SYSTEM IMPROVEMENTS AND VALVE
REPLACEMENT PROJECT**

PROPOSALS DUE: Monday – July 21, 2014 (12:00 PM)

RETURN TO:

Ashraf Shah, P.E., PMP
Estero Municipal Improvement District
Public Works Engineering Department
610 Foster City Blvd.
Foster City, CA 94404
(650) 286-3270

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REQUEST FOR QUALIFICATION AND PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES

(CIP 405 - 636) WATER SYSTEM IMPROVEMENTS AND VALVE REPLACEMENT PROJECT

Section I. INTRODUCTION

The Estero Municipal Improvement District (EMID) is requesting proposals (RFQP) from qualified engineering firms to provide professional engineering services for the (CIP 405 - 636) Water System Improvements and Valve Replacement Project. The project includes the installation and replacement of water valves and appurtenances to the water system throughout Foster City.

Pre-proposal meeting will be scheduled at **9:30AM in June 12, 2014**. Please contact the Project Manager for more information regarding the meeting.

Section II. GENERAL INFORMATION

The Estero Municipal Improvement District maintains approximately 100 miles of water distribution pipelines throughout the district and serves a population of approximately 35,000 in Foster City and part of San Mateo. The distribution network is laid out as a continuous looped system to circulate water and maintain a constant system pressure of 62 psi. The water is delivered to the service area via a single 24"-transmission main along East Third Avenue originating at the northwestern end of town. There are five existing distribution mains crossing Highway 92 that connect the Northern and Southern portions of the District's four square mile service area.

CIP 405-636 includes the replacement of two valves and the installation of two new water valves in various locations in Foster City. Valve locations and sizes are described in Attachment A, Draft Scope of Services.

Section III. PROPOSAL CONTENTS

To be considered responsive to this RFQP, submittals should address the requested items in subsections A, B, C, D, E, and G below. The body of the proposal, excluding appendices, should not exceed 10 pages. Extensive, complex analytical work that would otherwise be performed during the course of work for the project should not be included.

The cover letter should not exceed one page. As an appendix, provide resumes for the proposed project and sub-consulting teams, if any. Do not submit additional information. Proposals should be bound with numbered tabs identifying each section herein specified. Failure to comply with these requirements may be cause for your proposal to be considered non-responsive.

To demonstrate your qualifications and ability to perform the consultant services described in the Attachment A, Draft Scope of Services, and Attachment B, Schedule of Performance and Management and Project Controls, subject to the provisions of the Standard Agreement, the Consultant shall submit a proposal containing information as summarized in this section. Responses shall be concise and are intended to address the Consultant's qualifications and experience.

A. Executive Summary

A summary containing highlights of Consultant's qualifications to provide the services described in the RFQP, including a statement of its understanding of the project and services required.

B. Project Approach

A summary presentation of the proposed approach for performing the services, describing how the firm would be organized and an approach structured to ensure:

- (1) Quality performance.
- (2) Responsiveness to EMID's Staff and project requirements.
- (3) Cost control and ability to complete the project within scope, schedule, and budget.

The project approach should include a discussion of the firm's cost and schedule monitoring methodologies, methodologies used to monitor degree of completion, techniques to facilitate communications, procedures used for construction sequencing, and claims management procedures.

C. Management Plan

A management plan describing how the services would be organized, including:

- (1) An organization chart showing the proposed relationships among key personnel for the project, and any sub-consultants.
- (2) Name, position, summary of qualifications and related experience, and proposed responsibilities of the project manager and key personnel on the proposed project team.
- (3) Proposed plan for quality and cost control to enhance the service and responsiveness to project needs, and to reduce project construction costs.

D. Consultant Firm Information

Consultant shall present the following information, demonstrating its experience on similar projects to that contemplated in the RFQP. Information presented should be brief, should not include any unnecessary promotional material, and should be presented in the sequence listed herein:

- (1) Legal name of firm.
- (2) Location(s) and telephone number(s).
- (3) Name of parent company, if any.
- (4) Date firm established.
- (5) Type of organization (partnership, corporation, etc.) and where incorporated, if applicable.
- (6) Current size of firm and size variation during the past five years including size of office doing work locally.
- (7) Firm organization chart (if different from (1)).
- (8) Names and resumes of firm's officers, principals and other key personnel in addition to those in item (2).
- (9) A brief description of projects for which the Consultant has provided similar service during the past five years including the following information:
 - a. Client reference(s)
 - b. Project description including total project cost and location
 - c. Description of services provided
 - d. Total value of services provided
 - e. Budget performance
 - f. Schedule performance
 - g. Key personnel involved
 - h. Sub-consultants employed
- (10) Current commitments to other projects to confirm Consultant's ability to commit resources including personnel to subject project.
- (11) List of contracts terminated for convenience or default within the past three years, if any. Include contract value, description of work, client's name and telephone number, and bonding company.
- (12) Additional pertinent information to aid the EMID in assessing Consultant's qualifications and experience.

E. Compensation

Consultant(s) shall note that all costs associated with developing and submitting proposals for the work contained herein are entirely the responsibility of the proposing consultant(s) and the EMID shall assume no liability therefore.

A fee will be negotiated with the selected Consultant as described in Section V, Selection Criteria. The selected Consultant's negotiated total fee shall be stated in the EMID's Standard Agreement on an hourly reimbursable not-to-exceed basis and shall include payment for professional services, reimbursable expenses, additional services, supplies, materials, and equipment.

The Consultant shall submit with their proposal a schedule of hourly rates and the proposed level of effort for members of the design team for each task described in Attachment A, Draft Scope of Services.

F. Standard Terms and Conditions

A sample Consultant Services Agreement is attached to this RFQP as **Attachment C**. It is anticipated that the award of the proposed Consultant Agreement resulting from this RFQP may include terms and conditions similar to those referenced in **Attachment C**.

G. Proposal Submittal Procedure

Consultant shall submit its proposal in accordance with the following requirements:

- (1) The proposal shall be transmitted with a cover letter that conforms to the following:
 - a. Is signed by an officer authorized to bind the Consultant contractually.
 - b. States that the proposal is binding for a 90-calendar day period.
 - c. Provides the name, title, address and telephone number of the individual to whom correspondence and other contacts should be directed during the consultant selection process.
 - d. Provides the name, title, address and telephone number of the individual who will negotiate with the EMID and is authorized to contractually bind the firm.
- (2) Submit five (5) copies of the proposal.
- (3) The proposal shall be addressed to:

Ashraf Shah, P.E., PMP
Estero Municipal Improvement District
Public Works Engineering Department
610 Foster City Blvd.
Foster City, CA 94404
- (4) The proposal shall be received at the above address no later than Monday, **July 21, 2014 at 12:00 PM**. If EMID chooses to hold interviews as part of the selection process, EMID shall notify consultants approximately four (4) weeks after receiving proposals.
- (5) Questions pertaining to the RFQP, the Scope of Services or the Consultant's proposal should be addressed to Ashraf Shah, Project Manager, at (650) 286-3270.

Section IV. SCOPE OF SERVICES, AND SCHEDULE OF PERFORMANCE AND MANAGEMENT AND PROJECT CONTROLS

A. Scope of Services:

A general draft scope of services is given in Attachment A. A detailed Scope of Services will be developed during negotiations. The scope of services presented herein is based upon providing consulting engineering services to prepare a technical memorandum, to develop bid and construction contract documents, and to supply services during construction. The EMID reserves the right to enter into agreements for none, a portion, modified portions, or all of the work listed in this Request for Proposal. The EMID also reserves the right to reject all proposals.

B. Schedule of Performance and Management and Project Controls:

Consultant shall agree to perform professional engineering design and construction support services for the project. Guidelines for proposing a preliminary schedule and management and project control are given in Attachment B.

Section V. SELECTION CRITERIA

Principle criteria used to evaluate proposals will include the following:

- A. **Experience/Qualifications:** Provide Firm's experience on similar size projects in the last five years; provide experience of key personnel assigned to the project, and list key team members who will be assigned to the project for its full duration.
- B. **Personnel Assigned:** The Project Manager and associated personnel should have applicable experience in the design of improvements for sanitary sewer lift stations.
- C. **Quality Control:** Provide a detailed description of your firm's methods of quality control procedures and system checks in completing the project.
- D. **References:** Three references should be provided with the names, titles, addresses, and telephone numbers. The relevant work performed for each reference should be described.
- E. **Proposed Schedule of Performance and Management and Project Controls (see **Attachment B**):** Provide a proposed project schedule showing key milestones and critical points of input from the EMID. Consultant shall assume a Notice-to-Proceed date of October 6, 2014 in assembling their proposed schedule.

In addition, the selected firm will be further evaluated on the clarity and relevance of information presented. After final evaluation, a contract will be negotiated with the highest ranked consultant who in the EMID's sole judgment, best meets the qualification criteria. If the highest ranked consultant and the EMID cannot reach agreement in the negotiations,

the EMID may terminate negotiations and, at its option, negotiate with the next ranked consultant. The EMID reserves the right to reject any or all proposals, waive irregularities in any statement, accept or reject all or any part of any statement, or waive any requirements of the proposals, as may be deemed to be in the best interest of the EMID.

Section VI. INSURANCE

Sample insurance requirements for the EMID are given in **Attachment D**. All policies, endorsements, certificates, and/or binders shall be subject to approval by the EMID as to form and content. The selected consultant shall agree to provide the EMID with a copy of said policies, certificates, and/or endorsements.

**ATTACHMENT A
DRAFT SCOPE OF SERVICES**

**(CIP 405-636) WATER SYSTEM IMPROVEMENTS AND
VALVES REPLACEMENT PROJECT**

CIP 405-636 includes the replacement of two water valves and the installation of two new vales located at various locations throughout the District's service area. The project scope includes the following:

- Replacement of an 18" gate valve at the intersection of Mariner's Island Blvd. & Fashion Island Blvd
- Replacement of a 16" butterfly valve at the NE corner of the intersection of E. Hillsdale Blvd. and Edgewater Blvd.
- Installation of two 18" butterfly valves and bypass tees on the 24" transmission main attached to the Seal Slough Bridge. The valves and the bypass tees will be installed at the ends of the bridge.

SCOPE OF SERVICES TO BE SUPPLIED BY CONSULTANT

The following generalized task descriptions are presented as information only to assist consultants in preparing a proposal. In general, the scope of services is intended to provide the engineering services required for the design, bidding, and construction of the project. A more detailed scope of services will be incorporated into the negotiated consultant agreement. The project is divided into five tasks.

Task 1 – Data Collection and Preliminary Design

Upon receipt of Notice to Proceed from EMID, anticipated on or around October 6, 2014, CONSULTANT shall:

- a. Meet with EMID to hold a kickoff meeting/workshop. Receive copies of as-built drawings, EMID utility maps, current standard specifications and standard details, and other records useful to the understanding of the construction of the water valves. Discuss the EMID's specific concerns for the project. Prepare meeting summary notes.
- b. Perform site investigation including potholing as necessary to complete the site plan.
- c. Prepare preliminary opinion of probable construction cost for the improvements.
- d. Prepare preliminary construction schedule, including material procurement and delivery and completion.
- e. Prepare preliminary design documents consisting of design criteria, written description of the project, preliminary drawings and outline specifications.
- f. Preliminary drawings and specification shall be submitted at 50% and 90%.

- g. Outline specifications showing the titles of all specification sections that will be used should be submitted with 50% submittal and draft specifications should be submitted with 90% submittal.
- h. Furnish five (5) copies of the Preliminary Design documents for EMID review. Attend a review workshop meeting with EMID staff to receive and discuss EMID'S conformed comment set and to prior to beginning final design.

Task 2 - Final Design

Upon receipt of Notice to Proceed from EMID, CONSULTANT shall:

- a. Incorporate EMID's comments from preliminary design documents. Furnish five copies at the 50% design, 90% design, and 100% design of the drawings and construction contract specifications and review them with EMID. Incorporate EMID comments into final design drawings and specifications.
- b. Submit one full size and one half size reproducible copies of the drawings and specifications in a form suitable for bidding at 100% Design Phase with a revised opinion of probable construction cost.

Task 3 - Bidding

Upon receiving written authorization to proceed, CONSULTANT shall:

- a. CONSULTANT shall designate individual(s) intimately familiar with all elements of the PROJECT who shall directly respond, by telephone, mail or as otherwise appropriate, to inquiries from all prospective bidders, sub-contractors, vendors or others concerning the bid documents. Conduct pre-bid job site tour; and conduct pre-bid conference with contractors.
- b. Prepare addenda for issuance as appropriate to clarify, correct, or change the bidding documents.
- c. Consult with EMID as to the acceptability of subcontractors, suppliers and other persons and entities proposed by contractor for those portions of the work as to which such acceptability is required by the bidding documents.
- d. Assist the EMID in reviewing and evaluating bids.

Task 4 – Construction

Upon receiving written authorization to proceed, CONSULTANT shall:

- a. Prior to construction activities, CONSULTANT shall assist the EMID in documenting the physical preconstruction conditions within the construction limits and contractor staging areas through the use of video tape and still photographs. The visual documentation shall be accompanied by a verbal recorded or written description of the conditions. Documentation shall include, but not be limited to, existing structures, above grade piping and electrical, markers, curbs, gutters, pavement, and landscaping in the vicinity of the work; and the condition of walls and any visible piping or equipment that may be damaged during construction. Provide two copies of all site documentation to the EMID.
- b. Attend pre-construction meeting and other construction related meetings, estimated to include 10 meetings. Prepare meeting agenda and meeting minutes. Visit project sites prior to or after construction meetings to observe the condition of the site and progress of the contractor's operations.
- c. Perform up to 10 additional periodic site visits to observe the condition of the site and progress of the contractor's operations.
- d. Review and respond to contractor submittals, requests for information, product substitution, and contract change order requests. CONSULTANT shall prepare a list of required submittals for the project. CONSULTANT shall review and markup each submittal with appropriate comments and return one copy to the EMID and up to three copies to the contractor. CONSULTANT shall coordinate and monitor the transmittal and review of each submittal. CONSULTANT shall provide an earlier return of critical submittal to avoid delays to the project. Maximum turnaround time shall be 15 calendar days. Goals for average turnaround time shall be 10 calendar days.
- e. Provide recommendation to EMID on all claims of EMID and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.
- f. Conduct an inspection and prepare a "punchlist" of deficiencies to be corrected by the Contractor prior to final acceptance of work.
- g. Conduct a final inspection after "punchlist" work has been repaired by the Contractor.

Task 5 – Prepare Record Drawing

Upon receiving written authorization to proceed, CONSULTANT shall:

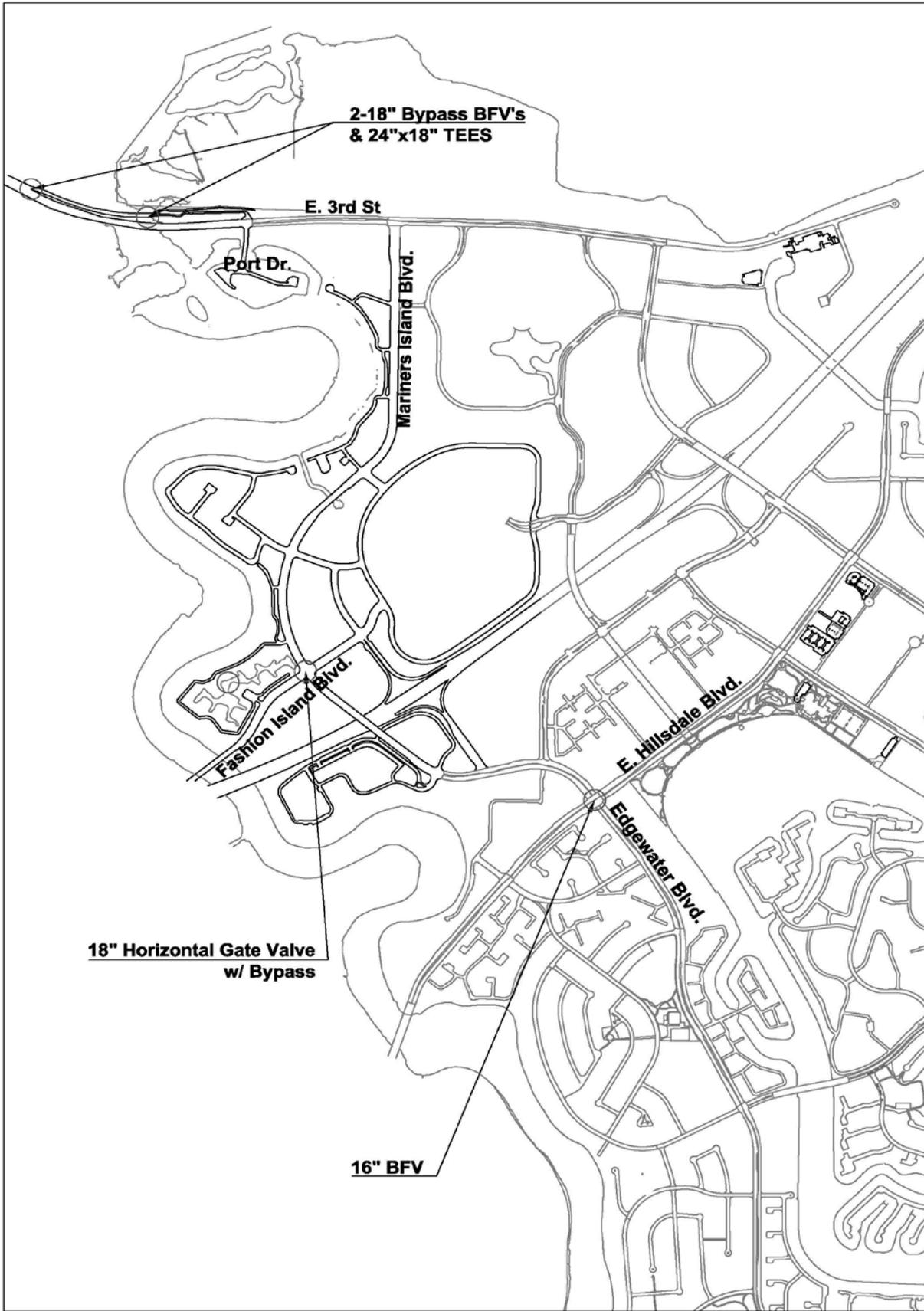
- a. Review, confirm accuracy and completeness, and prepare record drawings based upon information supplied by the contractor. Provide one set of reproducible drawings and one set of AutoCAD drawings on a CD.
- b. Provide warranty inspection one year after construction is complete and prepare a list of items to be repaired or replaced under warranty.

LOCATIONS AND SIZES OF VALVES

(CIP 405 - 636) WATER SYSTEM IMPROVEMENTS AND VALVE REPLACEMENT PROJECT

CIP 405-636 includes the replacement of two valves and the installation of two new valves. Locations and sizes of the valves are as follows:

- Replacement of an 18" gate valve at the intersection of Mariner's Island Blvd. & Fashion Island Blvd.
- Replacement of a 16" butterfly valve at the NE corner of the intersection of E. Hillsdale Blvd. and Edgewater Blvd.
- Installation of two 18" butterfly valves and bypass tees on the 24" transmission main attached to the Seal Slough Bridge. The valves and the bypass tees will be installed at the ends of the bridge.



**CIP 405-636 - Water System Improvements and Valve Replacement Project
CITY OF FOSTER CITY**

DATE: May 2014

ATTACHMENT B
SCHEDULE OF PERFORMANCE AND MANAGEMENT AND PROJECT CONTROLS
(CIP 405 - 636) WATER SYSTEM IMPROVEMENTS AND
VALVE REPLACEMENT PROJECT

A schedule for the project showing the proposed dates for key activities shall be included in the Consultant's proposal. The schedule shall indicate the relationships of activities shown on the schedule and indicate all activities on the project's critical path. After execution of an agreement, a bar chart type display of the schedule shall be prepared and updated monthly as required in Section IV of this RFQP.

The Consultant's proposed project schedule shall include but not limited to the following items:

1. Length of time for preliminary contract development and approval.
2. Key points of input/review from EMID.
3. Length of time to complete preliminary design.
4. Length of time to complete 50% submittal.
5. Length of time to complete 90% submittal.
6. Length of time to complete 100% (final design) including construction contract documents.
7. Total length of time in compliance to requested schedule in the RFQP.
8. Internal Consultant quality control procedures.

In performing the Scope of Services, the Consultant shall, at a minimum, execute the management and project controls described below:

1. The Consultant shall designate a project manager(s), acceptable to the EMID, who will be responsible for the work, developing the engineering work plan, implementing the project management procedures and controls, and maintaining effective communications among the Consultant, the EMID, and other involved agencies and organizations.
2. The working interface between the Consultant and the EMID shall be defined as follows:
 - 2.1. Within fifteen (15) calendar days after receipt of the Notice to Proceed, the Consultant shall submit to the EMID a final work plan that shall include:
 - a) Description of the Consultant's approach to performing the scope of services, including any constraints, specific strategies, or special considerations that apply. (This may be as outlined in the Consultant's proposal).
 - b) The roles and responsibilities of the project team members including sub-consultants.

- c) Procedures for maintaining quality control and, particularly, adherence to budget and schedule.
- d) A schedule that details activities of each sub-consultant's service in an appropriate time frame consistent with the duration of this Agreement.
- e) A control budget that is supported by monthly cost and resource forecasts for each task.

The project work plan shall be prepared in the degree and detail appropriate to each phase of the project and shall be updated as the project progresses. The work plan shall be approved by the EMID project manager and shall provide the basis for determining timeliness and cost effectiveness of the Consultant's execution of the Scope of Services.

- 2.2. The Consultant shall be available for consultation with the EMID project manager at all reasonable times and shall immediately advise the project manager of requests, technical decisions, or problems that may materially affect the project scope, quality, schedule, or cost.

**ATTACHMENT C
SAMPLE CONSULTANT SERVICES AGREEMENT**

**(CIP 405 - 636) WATER SYSTEM IMPROVEMENTS AND
VALVE REPLACEMENT PROJECT**

This Agreement is made and entered into as of the _____ day of _____, 2014 by and between the Estero Municipal Improvement District hereinafter called "DISTRICT" and _____ hereinafter called "CONSULTANT".

RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

- A. That DISTRICT desires to engage CONSULTANT to render certain professional services in the DISTRICT;
- B. That CONSULTANT is qualified to provide such services to the DISTRICT and;
- C. That the DISTRICT has elected to engage the services of CONSULTANT upon the terms and conditions as hereinafter set forth.

- 1. Services. The services to be performed by CONSULTANT under this Agreement shall include those services set forth in Exhibit A, which is, by this reference, incorporated herein and made a part hereof as though it were fully set forth herein.

Performance of the work specified in said Exhibit is hereby made an obligation of CONSULTANT under this Agreement, subject to any changes that may be made subsequently hereto upon the mutual written agreement of the said parties.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in Exhibit A.

- 2. Term; Termination. (a) The term of this Agreement shall commence upon the date hereinabove written and shall expire upon completion of performance of services hereunder by CONSULTANT. (b) Notwithstanding the provisions of (a) above, either party may terminate this Agreement without cause by giving written notice not less than ten (10) days prior to the effective date of termination, which date shall be included in said notice. In the event of such termination, DISTRICT shall compensate CONSULTANT for services rendered, and reimburse CONSULTANT for costs and expenses incurred, to the date of termination, calculated in accordance with the provisions of paragraph 3. In ascertaining the services actually rendered to the date of termination, consideration shall be given both to completed work and work in process of completion. Nothing herein contained shall be deemed a limitation

upon the right of DISTRICT to terminate this Agreement for cause, or otherwise to exercise such rights or pursue such remedies as may accrue to DISTRICT hereunder.

3. Compensation; Expenses; Payment. DISTRICT shall compensate CONSULTANT for all services performed by CONSULTANT hereunder in an amount based upon CONSULTANT's hourly rates during the time of the performance of said services. A copy of CONSULTANT's hourly rates for which services hereunder shall be performed are set forth in CONSULTANT's fee schedule marked Exhibit "B" hereof, attached hereto and by this reference incorporated herein.

Notwithstanding the foregoing, the combined total of compensation and reimbursement of costs payable hereunder shall not exceed the sum _____ (\$ _____) unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services or incurring such costs and expenses by DISTRICT's DISTRICT Manager (for contracts less than \$30,000) or EMID Board (for contracts \$30,000 or more) evidenced by motion duly made and carried.

Compensation and reimbursement of costs and expenses hereunder shall be payable upon monthly billing therefor by CONSULTANT to DISTRICT, which billing shall include an itemized statement, briefly describing by task and labor category or cost/expense items billed.

4. Additional Services. In the event DISTRICT desires the performance of additional services not otherwise included within the services described in Exhibit A, such services shall be authorized in advance of the performance thereof by DISTRICT's DISTRICT Manager (for contracts less than \$30,000) or EMID Board (for contracts \$30,000 or more) by motion duly made and carried. Such amendment to this Agreement shall include a description of the services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefor, the time of performance thereof, and such other matters as the parties deem appropriate for the accomplishment of such services. Except to the extent modified by written amendment, all other terms and conditions of this Agreement shall be deemed incorporated in each such amendment.
5. Records. CONSULTANT shall keep and maintain accurate records of all time expended and costs and expenses incurred relating to services to be performed by CONSULTANT hereunder. Said records shall be available to DISTRICT for review and copying during regular business hours at CONSULTANT's place of business or as otherwise agreed upon by the parties.

6. Authorization. This Agreement becomes effective when endorsed by both parties in the space provided below.
7. Reliance on Professional Skill of CONSULTANT. CONSULTANT represents that it has the necessary professional skills to perform the services required and the DISTRICT shall rely on such skills of the CONSULTANT to do and perform the work. In performing services hereunder CONSULTANT shall adhere to the standards generally prevailing for the performance of expert consulting services similar to those to be performed by CONSULTANT hereunder.
8. Documents. All documents, plans, drawings, renderings, and other papers, or copies thereof, as finally rendered, prepared by CONSULTANT pursuant to the terms of this Agreement, shall, upon preparation and delivery to DISTRICT, become the property of DISTRICT.
9. Relationship of Parties. It is understood that the relationship of CONSULTANT to the DISTRICT is that of an independent contractor and all persons working for or under the direction of CONSULTANT are its agents or employees and not agents or employees of the DISTRICT.
10. Schedule. CONSULTANT shall adhere to the schedule set forth in Exhibit A; provided, that DISTRICT shall grant reasonable extensions of time for the performance of such services occasioned by governmental reviews of CONSULTANT's work product or other unavoidable delays; provided, further, that such unavoidable delay shall not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, CONSULTANT's officers or employees.

CONSULTANT acknowledges the importance to DISTRICT of DISTRICT's Project schedule and agrees to put forth its best professional efforts to perform its services under this Agreement in a manner consistent with that schedule.

11. Indemnity. CONSULTANT hereby agrees to defend, indemnify, and save harmless CITY and Estero Municipal Improvement District, its Council, boards, commissions, officers, employees and agents, from and against any and all claims, suits, actions liability, loss, damage, expense, cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, which may be brought against, or suffered or sustained by, CITY or Estero Municipal Improvement District, its Council, boards, commissions, officers, employees or agents caused by, or alleged to have been caused by, the negligence, intentional tortuous act or omission, or willful misconduct of CONSULTANT, its officers, employees or agents in the performance of any services or work pursuant to this Agreement.

The duty of CONSULTANT to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein contained shall be construed to require CONSULTANT to indemnify CITY and Estero Municipal Improvement District, its Council, boards, commissions, officers, employees and agents against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

12. Insurance. CONSULTANT shall acquire and maintain Workers' Compensation, employer's liability, commercial general liability, owned and non-owned and hired automobile liability, and professional liability insurance coverage relating to CONSULTANT's services to be performed hereunder covering DISTRICT's risks in form subject to the approval of the City Attorney and/or DISTRICT's Risk Manager. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event, shall be as follows:

| <u>Insurance Category</u> | <u>Minimum Limits</u> |
|-------------------------------------|--|
| Workers' Compensation | statutory minimum |
| Employer's Liability | \$1,000,000 per accident for bodily injury or disease |
| Commercial General Liability | \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage |
| Automobile Liability | \$1,000,000 per accident for bodily injury and property damage (coverage required to the extent applicable to CONSULTANT's vehicle usage in performing services hereunder) |
| ¹ Professional Liability | \$1,000,000 per claim and aggregate |

Concurrently with the execution of this Agreement, CONSULTANT shall, on the Insurance Coverage form provided in Attachment D, furnish DISTRICT with certificates and copies of information or declaration pages of the insurance required hereunder and, with respect to evidence of commercial general liability and automobile liability insurance coverage, original endorsements:

1 Note: Professional liability insurance coverage is not required if the contractor/vendor/consultant is not providing a service regulated by the state. (Examples of service providers regulated by the state are insurance agents, professional engineers, doctors, certified public accountants, lawyers, etc.) Please check and initial the following if professional liability is **NOT** required for this agreement. Recommended _____ [Project Manager] Approved _____ [Risk Manager]

- (a) Precluding cancellation or **reduction in per occurrence limits** before the expiration of thirty (30) days (10 days for nonpayment) after DISTRICT shall have received written notification of cancellation in coverage or **reduction in per occurrence limits** by first class mail;
 - (b) Naming the City of Foster City and Estero Municipal Improvement District, its Council, officers, boards, commissions, employees, and agents, as additional insureds; and
 - (c) Providing that CONSULTANT's insurance coverage shall be primary insurance with respect to CITY and Estero Municipal Improvement District, its Council, officers, boards, commissions, employees, and agents, and any insurance or self-insurance maintained by CITY for itself, its Council, officers, boards, commissions, employees, or agents shall be in excess of CONSULTANT's insurance and not contributory with it.
13. WORKERS' COMPENSATION. CONSULTANT certifies that he is aware of the provisions of the Labor Code of the State of California 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 CONSULTANT certifies that he will comply with such provisions before commencing the performance of the work of this agreement.
14. NON-DISCRIMINATION. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONSULTANT will take affirmative action to insure that applicants are employed and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, advancement, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT shall at all times be in compliance with the requirements of the Federal Americans With Disabilities Act (Public Law 101-336) which prohibits discrimination on the basis of disability by public entities. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the DISTRICT setting forth the provisions of this non-discrimination clause.

15. Notice. All notices required by this Agreement shall be given to the DISTRICT and CONSULTANT in writing, by first class mail, postage prepaid, addressed as follows:

DISTRICT: Estero Municipal Improvement District
610 Foster City Boulevard
Foster City, CA 94404-2299
Attention: Ashraf Shah

CONSULTANT: Name: _____
Address: _____
Phone Number: _____
Project Manager: _____

16. Non-Assignment. This Agreement is not assignable either in whole or in part.
17. Amendments. This Agreement may be amended or modified only by written agreement signed by both parties.
18. Validity. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
19. Governing Law. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California. In the event of litigation between the parties hereto to enforce any provision of the Agreement, the unsuccessful party will pay the reasonable attorney's fees and expenses of litigation of the successful party.
20. Mediation. Should any dispute arise out of this Agreement, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the parties. If a mediated settlement is reached neither party shall be deemed the prevailing party for purposes of the settlement and each party shall bear its own legal costs.
21. Conflict of Interest. CONSULTANT may serve other clients, but none who are active within the DISTRICT or who conduct business that would place CONSULTANT in a "conflict of interest" as that term is defined in State law.
22. Entire Agreement. This Agreement, including Exhibit A, B and C, comprises the entire Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.

Estero Municipal Improvement District

Dated: _____

Charlie Bronitsky, District President

ATTEST:

Dated: _____

Doris L. Palmer, District Secretary

APPROVED AS TO FORM

Dated: _____

Jean Savaree, City Attorney

CONSULTANT

Dated: _____

Consultant

**ATTACHMENT D
SAMPLE INSURANCE REQUIREMENTS**

**(CIP 405 - 636) WATER SYSTEM IMPROVEMENTS AND
VALVE REPLACEMENT PROJECT**

INSURANCE FORMS

CONSULTANT shall provide Certificates of Insurance and original Endorsements affecting the coverages specified in Section 12 - INSURANCE of the Agreement on the attached forms.

ATTACHED

1. Certificate of Insurance
2. General Liability Endorsement
3. Automobile Liability Endorsement

CERTIFICATE OF INSURANCE

CITY OF FOSTER CITY/ESTERO MUNICIPAL IMPROVEMENT DISTRICT

This certifies to the City of Foster City/Estero Municipal Improvement District (The Agency) that the following described policies have been issued to the Insured named below and are in force at this time.

Insured: _____

Address: _____

Description of operations/locations/products insured (show contract name and/or number, if any):

| POLICIES AND INSURERS | LIMITS | POLICY NUMBER | EXPIRATION DATE |
|---|--|---------------|-----------------|
| Workers' Compensation _____ (Name of Insurer) Best's Rating _____ | Employers Liability \$ _____ | | |
| Check policy type: Comprehensive General Liability _____ or Commercial General Liability _____ _____ (Name of Insurer) Best's Rating _____ Claims-Made _____ or Occurrence _____ | Comprehensive General Liability Each Occurrences \$ _____ Aggregate \$ _____ Commercial General Liability Each Occurrence \$ _____ General Aggregate either per project/location \$ _____ or twice occurrence limit \$ _____ | | |
| Business Auto Policy Liability Coverage Symbol _____ _____ (Name of Insurer) Best's Rating _____ | Each Person \$ _____ Each Accident \$ _____ Each Accident, Property Damage \$ _____ or Combined Single Limit \$ _____ | | |
| Umbrella Liability _____ (Name of Insurer) Best's Rating _____ Claims-Made _____ or Occurrence _____ | Occurrence/Aggregate \$ _____ Self Insured Retention \$ _____ | | |

Note: If commercial general liability insurance is used or if aggregate limits are endorsed to the comprehensive general liability policy form, the general aggregate must apply per location/project or the aggregate limit must be at least twice the occurrence limit.

Return completed certificate to: City of Foster City, 610 Foster City Blvd., Foster City, CA 94404, Attn: City Clerk
 Q:\PubWorks\CIP's\636 - Water System Improvement & Valve Replacemnt\5.0 - Pre-Design\5.3 - RFP (PW-019)\060214AIS_636 RFQP REVISED.doc

ONLY THIS CERTIFICATE OF INSURANCE WILL BE ACCEPTED

| The following coverage or conditions are in effect: | Yes | No |
|---|-----|----|
| The Agency, its officials, officers, employees and volunteers are named on all liability policies described above as insureds as respects: (a) activities performed for the Agency by or on behalf of the named insured, (b) products and completed operations of the Named Insured, and (c) premises owned, leased or used by the Named Insured. | | |
| Products and Completed Operations | | |
| The undersigned will mail to the Agency 30 days' written notice of cancellation or reduction of coverage or limits. | | |
| Cross Liability Clause (or equivalent wording) | | |
| Personal Injury, Perils A, B, and C | | |
| Broad Form Property Damage | | |
| X, C, U Hazards included | | |
| Contractual Liability Coverage applying to this Contract | | |
| Liquor Liability | | |
| Coverage afforded the Agency, its officials, officers, employees and volunteers as Insureds applies as primary and not excess or contributing to any insurance issued in the name of the Agency. | | |
| Waiver of subrogation from Workers' Compensation insurer. | | |

This certificate is issued as a matter of information. This certificate is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

_____ Agency or Brokerage

_____ Insurance Company

_____ Address

_____ Home Office

_____ Name of Person to be Contacted

_____ Authorized Signature Date

_____ Telephone Number

Note: Authorized signatures may be the agent's if agent has placed insurance through an agency agreement with the insurer. If insurance is brokered, authorized signature must be that of official of insurer.

GENERAL LIABILITY ENDORSEMENT
CITY OF FOSTER CITY/ESTERO MUNICIPAL IMPROVEMENT DISTRICT ("The Agency")
610 FOSTER CITY BOULEVARD
FOSTER CITY, CA 94404
Attn: City Clerk

A. POLICY INFORMATION

Endorsement # _____

1. Insurance Company _____; Policy Number _____
2. Policy Term (From) _____ (To) _____; Endorsement Effective Date _____
3. Named Insured: _____
4. Address of Named Insured: _____
5. Limit of Liability Any One Occurrence/Aggregate \$ _____ / _____
General Liability Aggregate (check one):
Applies "per location/project" _____
Is twice the occurrence limit _____
6. Deductible or Self-Insured Retention (Nil unless otherwise specified):
\$ _____
7. Coverage is equivalent to:
Comprehensive General Liability form GL0002 (Ed 1/73) _____
Commercial General Liability "occurrence" form CG0001 _____
Commercial General Liability "claims-made" form CG0002 _____
8. Bodily Injury and Property Damage Coverage is:
_____ "claims-made"
_____ "occurrence"
If claims-made, the retroactive date is _____

Note: The Agency's standard insurance requirements specify "occurrence" coverage. "Claims-made" coverage requires special approval. If commercial general liability form or equivalent is used, the general aggregate must apply separately to this location/project or the general aggregate must be twice the occurrence limit.

B. POLICY AMENDMENTS

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

1. **INSURED:** The Agency, its elected or appointed officers, officials, employees and volunteers are included as insureds with regard to damages and defense of claims arising from: (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, or (c) premises owned, leased or used by the Named Insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the Named Insured for or on behalf of the Agency; or (b) products sold by the Named Insured to the Agency; or (c) premises leased by the Named Insured from the Agency, the insurance afforded by this policy shall be primary insurance as respects the

Agency, its elected or appointed officers, officials, employees or volunteers; or stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the Agency, its elected or appointed officers, officials, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

3. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:
 - (1) Insurance Services Office form number GL 0002 (Ed. 1/73), Comprehensive General Liability Insurance and Insurance Services Office form number GL 0404 Broad Form comprehensive General Liability endorsement; or
 - (2) Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG 0001 or "claims-made" form CG 0002; or
 - (3) If excess, affords coverage which is at least as broad as the primary insurance forms referenced in the preceding sections(1) and (2).
4. SEVERABILITY OF INTEREST. The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respects to the Company's limit of liability.
5. PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its elected or appointed officers, officials, employees or volunteers.
6. CANCELLATION NOTICE. The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail return receipt requested has been given to the Agency. Such notice shall be addressed as shown in the heading of this endorsement.

C. **INCIDENT AND CLAIM REPORTING PROCEDURE**

Incidents and claims are to be reported to the insurer at:

ATTN: _____
(Title) (Department)

(Company)

(Street Address)

(City) (State) (Zip Code)
(_____) _____
(Area Code) (Telephone Number)

D. **SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER**

I, _____(print/type name), warrant that I have authority to bind the below listed insurance company and by my signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature
required on endorsement furnished to the Agency)

ORGANIZATION: _____ TITLE: _____

ADDRESS: _____ TELEPHONE: (____) _____

AUTOMOBILE LIABILITY ENDORSEMENT
CITY OF FOSTER CITY/ESTERO MUNICIPAL IMPROVEMENT DISTRICT ("The Agency")
610 FOSTER CITY BOULEVARD
FOSTER CITY, CA 94404
Attn: City Clerk

- A. POLICY INFORMATION** Endorsement # _____
1. Insurance Company _____; Policy Number _____
 2. Policy Term (From) _____ (To) _____; Endorsement Effective Date _____
 3. Named Insured: _____
 4. Address of Named Insured: _____
 5. Limit of Liability Any One Occurrence/Aggregate \$ _____
 6. Deductible or Self-Insured Retention (Nil unless otherwise specified):
\$ _____
-

B. POLICY AMENDMENTS

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

1. **INSURED.** The Agency, its elected or appointed officers, officials, employees and volunteers are included as insureds with regard to damages and defense of claims arising from: the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured, regardless of whether liability is attributable to the Named Insured or a combination of the Named Insured and the Agency, its elected or appointed officers, officials, employees or volunteers.
2. **CONTRIBUTION NOT REQUIRED.** As respects work performed by the Named Insured for or on behalf of the Agency, the insurance afforded by this policy shall: (a) be primary insurance as respects the Agency, its elected or appointed officers, officials, employees or volunteers; or (b) stand in an unbroken chain of coverage excess of the Named Insured's primary coverage. In either event, any other insurance maintained by the Agency, its elected or appointed officers, officials, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage to the Named Insured at least as broad as:
 - (1) Insurance Services Office form number CA 0001 (Ed. 1/78), Code 1 ("any auto") and endorsement CA 0025.
 - (2) If excess, affords coverage which is at least as broad as the primary insurance forms referenced in the preceding section (1).
4. **SEVERABILITY OF INTEREST.** The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the Company's limit of liability.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS.** Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its elected or appointed officers, officials, employees or volunteers.

6. CANCELLATION NOTICE. The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail return receipt requested has been given to the Agency. Such notice shall be addressed as shown in the heading of this endorsement.

C. **INCIDENT AND CLAIM REPORTING PROCEDURE**

Incidents and claims are to be reported to the insurer at:

ATTN: _____
(Title) (Department)

(Company)

(Street Address)

(City) (State) (Zip Code)
() _____
(Area Code) (Telephone Number)

D. **SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER**

I, _____(print/type name), warrant that I have authority to bind the below listed insurance company and by my signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE (original
signature required on endorsement furnished to the Agency)

ORGANIZATION: _____ TITLE: _____

ADDRESS: _____ TELEPHONE: () _____