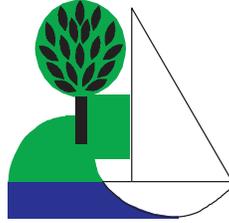


**ESTERO MUNICIPAL IMPROVEMENT DISTRICT**



**REQUEST FOR PROPOSAL  
FOR PROFESSIONAL ENGINEERING SERVICES**

**SEWER SYSTEM REHABILITATION PROJECT  
(CIP 455-611)**

**PROPOSAL DUE: Monday – January 11, 2016 (2:00 PM)**

RETURN PROPOSAL TO:

Vivian Ma, P.E.  
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 PROPOSAL  
FOR PROFESSIONAL ENGINEERING SERVICES**

**SEWER SYSTEM REHABILITATION PROJECT (CIP 455-611)**

Section I. INTRODUCTION

The Estero Municipal Improvement District (EMID) is requesting proposals (RFP) from qualified engineering firms to provide professional engineering services for the Sewer System Rehabilitation Project (CIP 455-611). The project includes force mains, gravity mains, and manhole repairs throughout Foster City.

Section II. GENERAL INFORMATION

CIP 455-611 continues the District's program of performing repairs to the sanitary sewer collection system. The repairs identified are based on video inspections completed by the EMID maintenance staff. Based on these inspections, repair and rehabilitation work will be completed at high priority locations as identified in Attachment A, Draft Scope of Services. The project will address localized pipe repair/replacement and manhole rehabilitation work.

Section III. PROPOSAL CONTENTS

To be considered responsive to this RFP, 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 RFP, 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 RFP. 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 RFP as **Attachment C**. It is anticipated that the award of the proposed Consultant Agreement resulting from this RFP 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:

Vivian Ma, P.E.  
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, **January 11, 2016 at 2:00 PM**. If EMID chooses to hold interviews as part of the selection process, EMID shall notify consultants approximately two (2) weeks after receiving proposals.
- (5) Questions pertaining to the RFP, the Scope of Services or the Consultant's proposal should be addressed to Vivian Ma, 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 develop plans, specifications and estimates suitable for bidding, and to provide construction support services. 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 February 16, 2016 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**

**SEWER SYSTEM REHABILITATION PROJECT (CIP 455-611)**

EMID maintenance staff performs routine video inspection of the District's sanitary sewer lines. Based on the severity of existing conditions, EMID staff selected a list of locations as identified at the end of Attachment A that require engineering design services for a variety of reasons such as difficult to access locations (e.g. Easements in private properties' backyards or side yards) or depth of pipes.

Besides development of design documents, the proposed consultant scope of work includes pre-design investigations. This task would be performed as part of the "Preliminary Design" services and should include a field inspection of each of the locations. The purpose of the pre-design investigation is to evaluate the physical condition and constraint of each location, and to provide recommendations for corrective action. The selected consultant will have access to the video inspection.

**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 - Preliminary Design**

Upon receipt of Notice to Proceed from EMID, anticipated on or around February 16, 2016, CONSULTANT shall:

- a. Meet with EMID to hold a kickoff meeting/workshop. Receive copies of as-built drawings, video inspections, EMID utility maps, current standard specifications and standard details, and other records useful to the understanding of the District's sewer system. Discuss the EMID's specific concerns for the project. Prepare meeting summary notes.
- b. Conduct pre-design field investigation of the locations as listed at the end of Attachment A to identify the repair need and any potential design challenges. Take photographs and make measurements of key dimensions using measuring tape in order to prepare approximate base maps with spot elevations for design. Provide recommendations for corrective repair, rehabilitation, or replacement.
- c. On the basis of the pre-design field investigation, the recommended repairs selected by the EMID and the specific modifications or changes in the scope, extent, and design requirements of the project agreed upon by EMID and

CONSULTANT, prepare preliminary opinion of probable construction cost for the improvements.

- d. Perform up to 15 exploratory utility potholes to confirm the locations of buried utilities in the project areas.
- e. Prepare preliminary construction schedule, including material procurement and delivery and completion.
- f. Prepare preliminary design documents consisting of design criteria, written description of the project, preliminary drawings and outline specifications.
- g. Project plans and opinion of probable construction cost shall be submitted at 50% and 90% design phase. Outline specifications showing the titles of all specification sections that will be used should be submitted at 50% design phase. Draft specifications should be submitted at 90% design phase.
- h. Furnish three hard copies and one soft copy on a thumb drive 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 three hard copies and one soft copy on a thumb drive at the 50% design, 90% design, and 100% design of the drawings, construction contract specifications, and opinion of probable cost 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, pdf, and AutoCAD format of the drawings and specifications in a form suitable for bidding at 100% Design Phase with a final 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, email, 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/site visits, estimated to include five meetings/site visits. 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

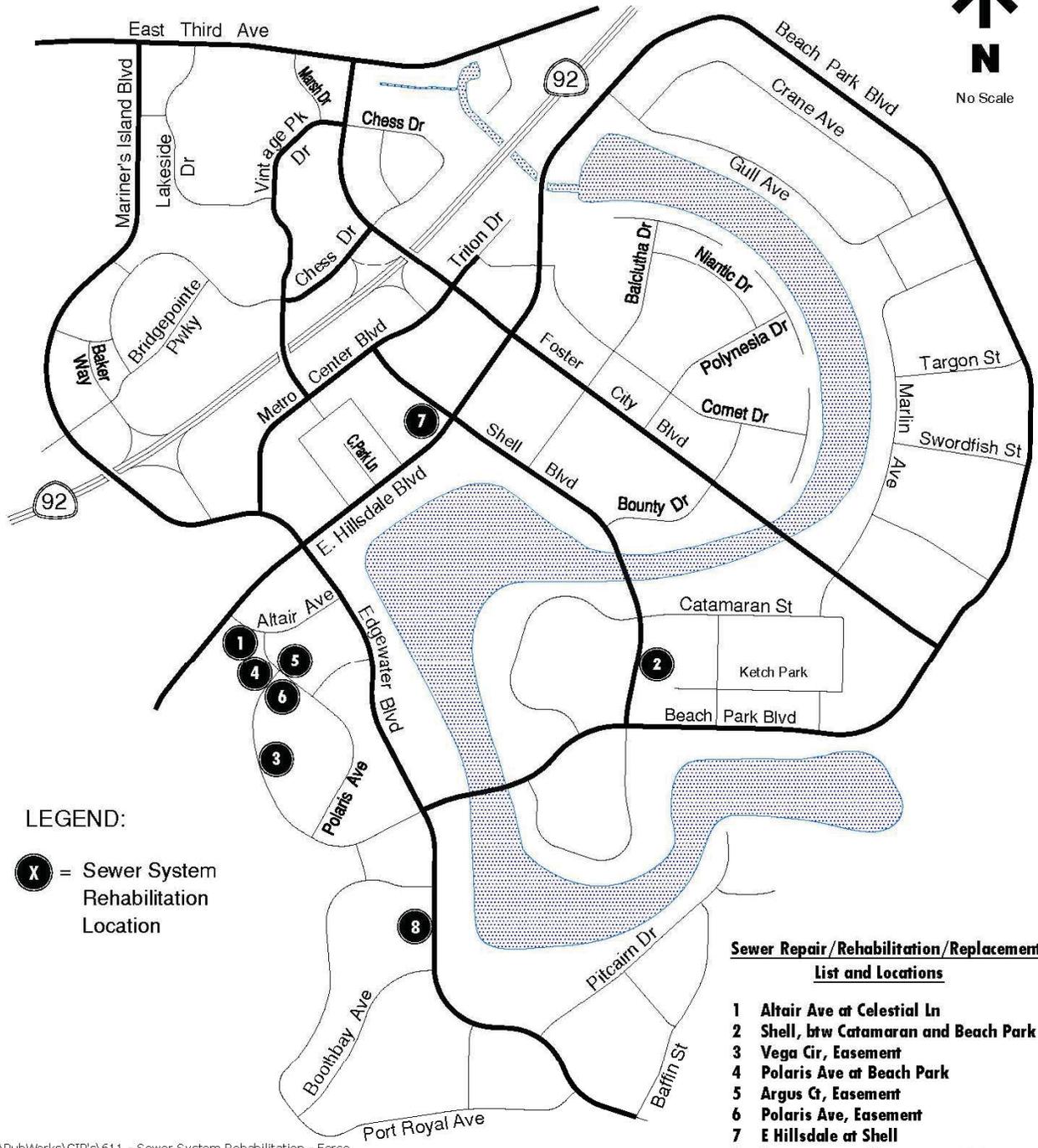
Upon receiving written authorization to proceed, CONSULTANT shall:

- 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.

**SEWER REPAIR/REHABILITATION/REPLACEMENT LIST AND LOCATIONS**  
**SEWER SYSTEM REHABILITATION PROJECT (CIP 455-611)**

No.	Location	U/S MH*	D/S MH*	Description	Approx. Depth	Approx. Length	Pipe Size
1	Altair Ave. at Celestial Ln. (Manhole)	30-06	-	Severe concrete spalling & deterioration in manhole	8'	N/A	N/A
2	Shell Blvd., between Catamaran St. & Beach Park Blvd. (Manhole)	22-20	-	Severe concrete spalling & deterioration in manhole	5'	N/A	N/A
3	Vega Circle (Easement)	32-10	Well	Cracked pipe; pipe offset at joints	10'-10"	147'	8"
4	Hatteras Ct. & Edgewater Blvd. (Easement)	34-36	34-37	Pipe offset at joints; pipe sags	8'	63'	8"
5	Argus Ct. (Easement)	31-14	31-24	Pipe lining failed; pipe sags	11'	130'	10"
6	Polaris Ave. (Easement)	31-24	Well	Pipe lining failed; pipe sags	11'	130'	10"
7	Polaris Ave. at Beach Park Blvd.	31-06 31-05	31-05 Well	Pipe lining failed	11'	92'	10"
8	E. Hillsdale Blvd. at Shell Blvd.	9-21	Well	Shelf at MH is low; pipe sags	13'	110'	16"

\*U/S MH = Upstream Manhole  
\*D/S MH = Downstream Manhole



LEGEND:

**X** = Sewer System Rehabilitation Location

**Sewer Repair/Rehabilitation/Replacement List and Locations**

- 1 Altair Ave at Celestial Ln
- 2 Shell, btw Catamaran and Beach Park
- 3 Vega Cir, Easement
- 4 Polaris Ave at Beach Park
- 5 Argus Cr, Easement
- 6 Polaris Ave, Easement
- 7 E Hillsdale at Shell
- 8 Easement btw Hatteras and Edgewater

Q:\PubWorks\CIP's\611 - Sewer System Rehabilitation - Force Mains, Gravity Mains, and Manholes\5.0 - Pre-Design\5.3 - RFP (PW-019)\CIP 611 Sewer System Rehab Locations

CITY OF FOSTER CITY/  
ESTERO MUNICIPAL IMPROVEMENT DISTRICT

SEWER SYSTEM REHABILITATION PROJECT (CIP 455-651)

**ATTACHMENT B**  
**SCHEDULE OF PERFORMANCE AND MANAGEMENT AND PROJECT CONTROLS**  
**SEWER SYSTEM REHABILITATION PROJECT (CIP 455-611)**

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 RFP.

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 RFP.
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. During the course of the project and to support each and every invoice, the Consultant shall furnish control reports that shall include the following:

- a) A narrative progress report of specific accomplishments during the reporting period, problems encountered or anticipated accomplishments scheduled for the next reporting period, and results of quality control programs, technical evaluations, inspections, etc.
- b) A cost report, for each specific engineer's service, that shows:
  - b.1. The current period and cumulative expenditures to date.
  - b.2. The estimated cost to complete each task.
  - b.3. The estimated date to complete each task.
  - b.4. The approved budget.
  - b.5. A comparison of the estimated cost with the approved budget to show any variance.

Payment shall be made upon the completion of each specific consultant service as delineated in the project schedule section of the work plan.

- c) A schedule report that compares actual to planned performance in terms of time and percent complete for each designated service. The control report may include, when appropriate, special submittals based upon productivity analyses or detailed performance projections as requested by the EMID project manager.

2.3. Project control reports are to be submitted monthly, together with invoice submittal, unless directed otherwise by the EMID project manager. The invoice shall be accompanied by a cost breakdown by discipline, in approved

format. Failure of the Consultant to submit and update plans or furnish required reports as directed shall constitute cause for suspension of payment of invoices.

- 2.4. 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**

**SEWER SYSTEM REHABILITATION PROJECT (CIP 455-611)**

This Agreement is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2015 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 City Council (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 City Council (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. To the fullest extent allowed by law, 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, subcontractors 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.

CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement.

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 CITY/DISTRICT's risks in form subject to the approval of the City Attorney and/or CITY/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)
1Professional Liability	\$1,000,000 per claim and aggregate

It shall be a requirement under this Agreement that any available insurance

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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]

proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the CITY/DISTRICT as an Additional Insured. Furthermore, the requirements for coverage and limits shall be the greater of either (1) the minimum coverage and limits specified in this Agreement or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured.

CONSULTANT agrees to include with all subcontractors in their subcontracts the same requirements and provisions of this agreement including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by CONSULTANT shall agree to be bound to CONSULTANT and CITY/DISTRICT in the same manner and to the same extent as CONSULTANT is bound to CITY/DISTRICT under this Agreement and its accompanying documents. Subcontractors shall further agree to include these same provisions with any sub-subcontractors. A copy of the indemnity and insurance provisions of this Agreement will be furnished to the Subcontractor upon request. CONSULTANT shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the subcontract agreement and will provide proof of compliance to the CITY/DISTRICT prior to commencement of any work by the subcontractor.

Concurrently with the execution of this Agreement, CONSULTANT shall, on the Insurance Coverage form provided in Exhibit C, furnish CITY/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:

- (a) Precluding cancellation or **reduction in per occurrence limits** before the expiration of thirty (30) days (10 days for nonpayment) after CITY/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. CONSULTANT and its insurer may not seek contribution from CITY/DISTRICT's insurance or self-insurance.

The limits of insurance required in this agreement 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/DISTRICT, to the extent required by this Agreement, before the CITY/DISTRICT's insurance or self-insurance may be called upon to protect CITY/DISTRICT as a named Insured.

All self-insured retentions (SIR) must be disclosed to CITY/DISTRICT for approval and shall not reduce the limits of liability coverage. Policies containing and SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named CONSULTANT/Named Insured or CITY/DISTRICT.

CITY/DISTRICT reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Any and all Subcontractors shall agree to be bound to CONSULTANT and CITY/DISTRICT in the same manner and to the same extent as CONSULTANT is bound to CITY/DISTRICT under this Agreement. Subcontractors shall further agree to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, in any agreement with sub-subcontractors to the extent that they apply to the scope of the sub-subcontractor's work. A copy of the indemnity and insurance provisions of this Agreement shall be furnished to any subcontractor upon request.

CONSULTANT shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following completion of this project or service. In the event CONSULTANT fails to obtain or maintain completed operations coverage as required by this Agreement, the CITY/DISTRICT at its sole discretion may purchase the coverage required and the cost will be paid by CONSULTANT.

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: \_\_\_\_\_

CONSULTANT: \_\_\_\_\_  
(Fill in CONSULTANT Name, Address, Phone Number, and Project Manager for CONSULTANT)

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 City of Foster City 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: \_\_\_\_\_

\_\_\_\_\_  
Herb Perez, President

ATTEST:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Doris L. Palmer, District Secretary

APPROVED AS TO FORM

Dated: \_\_\_\_\_

\_\_\_\_\_  
Jean Savaree, District Legal Counsel

CONSULTANT

Dated: \_\_\_\_\_

\_\_\_\_\_  
Type Name & Title of CONSULTANT  
Authorized to Sign

**ATTACHMENT D  
SAMPLE INSURANCE REQUIREMENTS**

**SEWER SYSTEM REHABILITATION PROJECT (CIP 455-611)**

**INSURANCE FORMS**

CONSULTANT shall provide, in addition to the Certificates of Insurance, original Endorsement affecting the coverages specified in Section 12 - INSURANCE of the Agreement on the attached form. No substitute form will be accepted.

**ATTACHED**

1. Insurance Coverage Form

**This INSURANCE COVERAGE FORM modifies or documents insurance provided under the following:**

Named Insured: \_\_\_\_\_ Effective Work Date(s): \_\_\_\_\_

Description of Work/Locations/Vehicles: \_\_\_\_\_

**ADDITIONAL INSURED:** City of Foster City/Estero Municipal Improvement District (CITY)  
610 Foster City Boulevard, Foster City, CA 94404  
Attention: \_\_\_\_\_

**Contract Administrator**

<b>Endorsement and Certificates of Insurance Required</b>		
The Additional Insured, its elected or appointed officers, officials, employees and volunteers are included as insureds with regard to damages and defense of claims arising from: (Check all that apply)		
<input type="checkbox"/>	<b>General Liability:</b> (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, (c) premises owned, leased occupied or used by the Named Insured, and/or (d) permits issued for operations performed by the Named Insured. {Note: MEETS OR EXCEEDS ISO Form # CG 20 10 11 85}	
<input type="checkbox"/>	<b>Auto Liability:</b> 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 Additional Insured, its elected or appointed officers, officials, employees or volunteers.	
<input type="checkbox"/>	<b>Other:</b>	
<b>Certificates of Insurance Required (no endorsement needed) (Check all that apply)</b>		
<input type="checkbox"/>	<b>Workers Compensation:</b> work performed by employees of the Named Insured while those employees are engaged in work under the simultaneous directions and control of the Named Insured and the Additional Insured.	
<input type="checkbox"/>	<b>Professional Liability:</b>	

**PRIMARY/NON-CONTRIBUTORY:** This insurance is primary and is not additional to or contributing with any other insurance carried by or for the benefit of Additional Insureds.

**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 insurer's limit of liability.

**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 Additional Insured, its elected or appointed officers, officials, employees, or volunteers.

**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 (ten (10) days if canceled due to non-payment) by regular mail return receipt requested has been given to the Additional Insured. Such notice shall be addressed as shown above.

**WAIVER OF SUBROGATION:** The insurer(s) named above agree to waive all rights of subrogation against the CITY, its elected or appointed officers, officials, agents, volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the CITY.

**Nothing herein contained shall vary, alter or extend any provision or condition of the Policy other than as above stated.  
SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER**

I, \_\_\_\_\_ (print/type name), warrant that I have authority to bind the above-named insurance company and by my signature hereon do so bind this company.

\_\_\_\_\_  
**SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required)**

**ORGANIZATION:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TELEPHONE:** ( ) \_\_\_\_\_ **DATE ISSUED:** \_\_\_\_\_