

Estero Municipal Improvement District

Foster City, California



REQUEST FOR PROPOSAL

2020 URBAN WATER MANAGEMENT PLAN

PROPOSAL SUBMITTAL DEADLINE: TUESDAY, OCTOBER 6, 2020 at 2:00 PM

RETURN PROPOSAL TO:

Estero Municipal Improvement District (EMID)/City of Foster City
Department of Public Works
610 Foster City Boulevard
Foster City, CA 94404
Attn: Vivian Ma, P.E.

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SUBMITTAL INSTRUCTIONS:

*In light of the State of Emergency related to Novel Coronavirus (COVID-19), the EMID is allowing electronic submittals of the 2020 Urban Water Management Plan proposals. At the option of the Consultants, EMID will allow electronic submittals of the proposals by **2:00 P.M.** on the due date of **October 6, 2020**. However, four (4) sealed hard copies must be mailed to the EMID/Foster City address shown on the cover page of the RFP, and must be post-marked no later than the proposal due date.*

Electronic submittals can be uploaded at:

<https://www.fostercity.org/publicworks/page/2020-urban-water-management-plan-uwmp-rfp>

REQUEST FOR PROPOSAL FOR PROFESSIONAL SERVICES

2020 URBAN WATER MANAGEMENT PLAN

SECTION I. INTRODUCTION

EMID invites qualified consultants to submit proposals to develop its 2020 Urban Water Management Plan (UWMP) in accordance with the Urban Water Management Planning Act, as codified in § 10610 – 10657 and 10608 of the California Water Code and the Department of Water Resources' *2020 Urban Water Management Plan Guidebook for Water Suppliers*. The selected consultant shall perform the full range of services to develop a complete UWMP that will provide EMID with analytical data and detailed recommendations in order to meet the above-mentioned regulations and statutory requirements.

SECTION II. GENERAL INFORMATION

According to its 2015 UWMP, EMID serves a total population of approximately 36,200; providing water retail service to all of Foster City and a small portion of the City of San Mateo (Mariner's Island) through approximately to total 8,400 connections. EMID's sole source of supply is wholesale water purchased from the San Francisco Public Utilities Commission (SFPUC) via the SFPUC Regional Water System (RWS) through a single 24-inch transmission line connected to the SFPUC's 54-inch main. EMID's potable distribution system has only one pressure zone (approximately 58 psi) and there is adequate pressure from the SFPUC supply to distribute water directly into the distribution system without pumping.

EMID owns and operates three steel water storage tanks and one concrete water storage tank. Each steel tank has a storage capacity of four million gallons and the concrete tank has a capacity of eight million gallons, for a total of twenty million gallons of storage capacity. There are two interconnections between EMID's system and adjacent distribution systems: one intertie with California Water Service Company's (Cal Water's) and one intertie with the Mid-Peninsula Water District (MPWD) system. Two pressure reducing stations reduce the system pressure provided by SFPUC from approximately 120 psi to the District's operating pressure of approximately 58 psi. Pressure Reducing Station #1 (PR #1) is located on the property at the corner of Mariner's Island Boulevard and East Third Avenue. PR#2 is located on Anchor Road at East Third Avenue.

EMID is a Member Agency of the Bay Area Water Supply & Conservation Agency (BAWSCA), a special district created by the state legislature to represent the collective interests of the 26 agencies that purchase water from SFPUC's RWS. In June 2020, BAWSCA completed the Regional Water Demand and Conservation Projections Report, which provides forecast water demands and conservation savings through 2045 using

the Demand Side Management Least Cost Planning Decision Support System (DSS Model). The DSS Model develops long-range, detailed water demand and conservation savings projections to enable a more accurate assessment of the impact of water efficiency programs on demand and evaluates potential conservation measures using benefit-cost analysis. Information from the Regional Water Demand and Conservation Projections Report will be incorporated into EMID's 2020 UWMP.

SECTION III. (NOT USED)

SECTION IV. PROPOSAL REQUIREMENTS

To demonstrate the qualifications and experience necessary to perform the professional engineering services for the projects, as described in the **Attachment A**, Draft Scope of Services, Consultant shall submit a proposal that includes the information described in this section.

If Consultants have questions regarding the proposal, submit questions to the Project Manager, Ms. Vivian Ma at vma@fostercity.org on or before [September 29, 2020 at 5:00 pm](#).

The proposal is comprised of two (2) parts. Part 1 shall include [four \(4\) copies](#) of a bound and tabbed document containing [Sections A, B, C, D, E, F, G and H](#) described below. Part 2 shall include [one \(1\) copy](#) of [Section I](#) submitted in a sealed envelope.

The proposal shall be concise and address qualifications and experience. Consultant shall not include superfluous information or analytical work that would otherwise be performed during the course of work in the proposal.

A. Cover Letter (Part 1)

Consultant shall provide a cover letter. The person, who signs the cover letter, shall be authorized to contractually bind the Consultant. The cover letter shall include the following:

- 1) A statement that all the information in the RFP was examined.
- 2) A statement that the proposal is binding for a 90-calendar day period.
- 3) The name, title, address, email, and telephone number of the individual to whom correspondence and other communications should be directed during the consultant selection process.
- 4) The name, title, address, email, and telephone number of the individual who will negotiate the consulting agreement with EMID, if selected, and is authorized to contractually bind the firm.

B. Executive Summary

Consultant shall provide an executive summary. The executive summary shall describe Consultant's understanding of the professional services and other related services required for the work, as well as, Consultant's qualifications and experience, contained in the proposal, which best highlights the Consultant's ability to successfully deliver the work.

C. Project Approach

Consultant shall provide a summary of its proposed approach for the services described herein so as to deliver a complete and quality project on schedule and within the negotiated not-to-exceed amount. Consultant shall address each of the below items:

- 1) Clearly specifying the scope of work; not to exceed amount; and schedule for the work that will be included in the contract for professional services.
- 2) Monitoring and controlling the scope of work, communicating potential scope of work changes prior to performing that work, and managing the change in scope of work.
- 3) Monitoring and controlling costs of professional services to ensure the services are performed within the negotiated not-to-exceed amount.
- 4) Monitoring the schedule and ensuring deliverables are completed on or before schedule milestones.
- 5) Monitoring the progress of the work to ensure that each submittal is complete and has been adequately reviewed prior to submitting deliverables.
- 6) Monitoring the quality of consultant's deliverables to reduce the amount of EMID resources required to review the submittal.
- 7) Replacing staff listed in the proposal and adding staff not listed in the proposal.

D. Proposal Schedule

The purpose of the proposal schedule is to ensure Consultant completes work in a timely manner and to ensure that labor projections are consistent with the proposal schedule.

Consultant shall prepare a schedule for the work described in **Attachment A**, Draft Scope of Services and shall show the key activities, their start dates, and end dates.

The schedule should include a milestone for each Authorization to Proceed and each submittal identified in **Attachment A**, Draft Scope of Services. The durations required to reach milestones shown in the schedule will be incorporated into the Scope of Services for the Professional Services Agreement.

The proposal schedule shall have the sufficient details to achieve the above goals. EMID will request additional detail from the highest ranked consultant which will be incorporated into the Professional Services Agreement.

Consultant shall use **November 17, 2020** as the milestone date for the Authorization to Proceed TASK 1 – DATA COLLECTION, REVIEW OF AVAILABLE INFORMATION, AND PROJECT KICK-OFF MEETING.

E. Labor Projections

Consultant shall provide an estimate of the number of hours by staff type to complete the work described in **Attachment A**, Draft Scope of Services, that is consistent with the schedule created as part of Section D above.

F. Consultant Information

Consultant shall provide the following information for it and each of its sub-consultants, if any:

- 1) Legal name of firm.
- 2) Type of organization (partnership, corporation, etc.) and where incorporated, if applicable.
- 3) Firm's Officers.
- 4) Date firm was established.
- 5) Address of firm's headquarters.
- 6) Current number of staff employed by the firm.
- 7) Name of consultant's parent company, if any.
- 8) Name of consultant's subsidiaries, wholly owned or fractionally owned, if any.
- 9) List of companies associated with the consultant whose work on the design or construction of the projects may potentially give rise to a conflict of interest, if any.
- 10) List of contracts terminated for convenience or default within the past three (3) years, if any. Include contract value, description of work, client's name and telephone number.

G. Consultant Experience and References

Consultant shall provide details of its experience working on similar projects over the last five (5) years for it and each of its sub-consultants, if any. Consultant shall provide details on not less than three (3) projects for it and each of its sub-consultants, if any.

Provide the following details:

- 1) Project name.

- 2) Project Owner and contact information
- 3) Project description including total project cost.
- 4) Description of the consultant's role (Prime Consultant or sub-consultant to the Prime Consultant).
- 5) Description of professional services provided.
- 6) Cost Control for Professional Services: Described the original and final contract amount and reasons for differences, if any.
- 7) Schedule Control for Professional Services Contract: Original start date, actual start date, original end date, actual end date, description of reasons for differences. For dates, provide month and year for dates.
- 8) Proposed team members involved in the project.
- 9) Proposed sub-consultants that worked on the project, if any.
- 10) Contact information for the Project Owner.

If Consultant has a standard resume for projects, Consultant may provide the standard resumes with supplemental project information on a separate sheet. Providing supplemental project information on a separate sheet will have no effect on the evaluation process.

EMID will contact Project Owners to discuss the Consultant's current and/or past performance. For Project Owner's contact information, provide Project Owner's name and address, the name of a contact with knowledge of Consultant's performance, as well as contact's phone number and email.

H. Project Team Experience and References

The consulting team is key to delivering a successful project.

For purposes of the proposal and the selection process, the following terms are used to identify consulting team members: Project Manager, Key Personnel, and Other Team Members are collectively referred to as team members. (1) The Project Manager is responsible for Consultant's work and is EMID's principal contact after the professional engineering services contract is awarded; (2) Key Personnel are the keys to Consultant successfully executing the work; and (3) Other Team Members will play a significant role in successfully executing the work.

Consultant shall provide details regarding the experience of not more than six (6) team members.

Consultant shall provide the following information regarding the consulting team and its team members.

- 1) Consultant shall provide an organization chart showing the proposed relationships and the various roles and/or disciplines required to deliver the work. Within the organization chart, Consultant shall identify the Project Manager, Key Personnel, and other team members. If a team member

works for a sub-consultant, identify the sub-consultant. Consultant shall identify at least one person for each role and/or discipline. Consultant shall identify Project Manager and Key Personnel.

- 2) Provide a list of office(s) in which the proposed team members belong to. Provide its address, its general phone number, and the name of the principal(s) overseeing proposed staff. Identify the proposed team members working and their roles.
- 3) **Project Manager.** Provide the qualifications and experience of the Project Manager, his/her current commitments to other projects to confirm Consultant's ability to commit resources to the work, and not less than three (3) references for the Project Manager.
- 4) **Key Personnel.** Provide the qualifications and experience of the Key Personnel; their current commitments to other projects to confirm Consultant's ability to commit resources to the work; and not less than three (3) references for each person who is identified as Key Personnel.
- 5) **Other Team Members.** Provide the qualifications and experience of the Other Team Members.

EMID will contact Project Owners who have worked with the Project Manager and Key Personnel to discuss their current and/or past performance. For each reference, list the proposed team member, project name, project owner, project owner's address, the name of contact with knowledge of performance, contact's phone number, and contact's email address. Provide references from different owners, if possible.

I. Consultant Fee Schedule and Reimbursable Expenses (Part 2)

Provide one (1) copy in a sealed envelope, including level of effort with reimbursable expenses and hourly rate schedule. The level of effort and reimbursable expenses shall be broken down with a summary table for the entire proposal. EMID and the selected Consultant will endeavor to negotiate consulting agreement which contains a not-to-exceed amount for professional services, reimbursable expenses, additional services, supplies, materials, and equipment.

To that end, Consultant shall provide for it and its sub-consultants, if any, a Consultant Fee Schedule and list of other costs for other reimbursable items, such as supplies, materials, equipment, other services, and/or other expenses.

SECTION V. PROPOSAL SUBMITTAL REQUIREMENTS

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

- A. Only proposals received by EMID at or before the proposal submittal deadline of [Tuesday, October 6, 2020 at 2 pm](#) will be considered.
- B. Consultant shall submit proposals to the following address:

Estero Municipal Improvement District
Public Works Department
Attn: [Vivian Ma, P.E.](#)
610 Foster City Blvd.
Foster City, CA 94404

- C. For mailed proposals, EMID encourages each Consultant to confirm that its proposal was received by EMID at or before the proposal submittal deadline. Contact Vivian Ma at vma@fostercity.org to confirm EMID'S receipt of the proposal.
- D. For hand-delivered proposals, Consultant shall deliver the proposal to the information desk in the building lobby. Consultant shall ensure that its proposal is time and date stamped by the attendant prior to leaving the building.

SECTION VI. CONSULTANT SELECTION PROCESS

EMID will review proposals and perform reference checks to evaluate consultants.

EMID may or may not conduct consultant interviews to evaluate consultants. If EMID chooses to hold interviews as part of the selection process, EMID will notify Consultants approximately within two (2) weeks after the proposal submittal deadline.

Principle criteria used to evaluate Consultants will include the following:

- A. Clarity and relevance of information contained in the proposal.
- B. Consultant's understanding of work as evidenced by the proposal.
- C. Consultant's approach to the work as described in Section "C. Project Approach" in the proposal and quality and completeness of proposal.
- D. Consultant's and sub-consultant's, if any, experience successfully providing professional services on similar projects in the last five (5) years.
- E. Project Manager's experience successfully providing professional services in the same or a similar role on similar projects and their availability to perform work required by his/her role.
- F. Key Personnel's experience successfully providing professional services in the same or a similar role on similar projects and their availability to perform the work required by his/her role.
- G. Other Team Members' experience providing professional services and/or other related work on similar projects.

H. References

EMID may waive irregularities in any proposal, accept or reject all or any part of any proposal, or waive any requirements of the request for proposals, as may be deemed to be in the best interest of EMID.

After final evaluation, EMID will identify the highest ranked consultant which appears to best meet the qualification criteria. EMID will attempt to negotiate a contract with the selected consultant. If the highest ranked consultant and EMID cannot reach agreement, EMID will terminate negotiations and, at its option, negotiate with the next ranked consultant.

Consultants shall bear all costs and assume all liability associated with negotiating a consultant agreement. EMID shall bear no costs and/or assume no liability for developing and/or submitting proposals.

SECTION VII. SCOPE OF SERVICES

A general draft scope of services is given in **Attachment A**, Draft Scope of Services. A detailed Scope of Services will be developed during negotiations. The draft scope of services presented herein is intended to cover the professional services necessary to develop EMID's 2020 UWMP identified herein and shall be used as the basis of negotiations. In addition, Consultant shall agree to perform the management and project controls specified in the Draft Scope of Services.

Consultant is encouraged to include in the proposal any additional tasks beyond the Draft Scope of Services that the Consultant may find necessary or beneficial in order to deliver a successful project.

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. EMID reserves the right to issue notice(s) to proceed for some or all the work up to 90 days after the Board approves the agreement.

SECTION VIII. STANDARD PROFESSIONAL SERVICES AGREEMENT

EMID's Standard Professional Services Agreement is attached as **Attachment B**.

SECTION IX. INSURANCE REQUIREMENTS

The insurance requirements are described in Section 12 Insurance of EMID's Standard Professional Services Agreement. All policies, endorsements, certificates, and/or binders shall be subject to approval by EMID as to form and content. The selected consultant

shall agree to provide EMID with a copy of said policies, certificates, and/or endorsements.

ATTACHMENT A

DRAFT SCOPE OF SERVICES FOR 2020 URBAN WATER MANAGEMENT PLAN

I. GENERAL SCOPE OF SERVICES

The scope of services describes the professional services necessary to achieve compliance with the Urban Water Management Planning Act requirements. The Consultant shall include a detailed description of all project tasks, including those suggested in this draft scope of services and any proposed changes, additions, or recommendations. The description of each task shall include the methodology or analytical procedure, deliverables, scheduling, personnel, and costs.

II. TASK ORDER AGREEMENT

The scope of services is divided into seven (7) tasks. EMID will authorize, in writing, CONSULTANT's work on each task. EMID may issue written authorization to proceed for a task prior to the completion of a preceding task.

Upon receipt of a written Authorization to Proceed, CONSULTANT shall begin work on the designated task and diligently prosecute the work to completion. CONSULTANT and its sub-consultants, if any, shall separately track and report costs for each task.

TASK 1 – REVIEW OF AVAILABLE INFORMATION, DATA COLLECTION, AND PROJECT KICK-OFF MEETING

Specific information will be required for the 2020 UWMP regarding water demands and supplies, coordination efforts, water conservation, and compliance with SBX7-7. Prior to the kick-off meeting, CONSULTANT shall review EMID's 2015 UWMP, relevant changes, EMID's Water Shortage Contingency Plan updated in 2018, updates in the 2020 UWMP Act and the 2020 UWMP Guidebook, as well as other available documents including EMID's General Plan. CONSULTANT shall provide EMID with a tabular summary of the additional data and information needs, and work with EMID staff to identify when the relevant information will become available. The table shall be organized by UWMP section, such that the intended use of the data and the manner in which the data will be included in the UWMP document is clear.

At the kick-off meeting, CONSULTANT and EMID staff will discuss UWMP requirements, project goals, parameters, opportunities, constraints, information needs, roles, responsibilities, schedule, and expectations. A key topic for discussion will be the project schedule to ensure efficient development of the UWMP in coordination with others, as needed. CONSULTANT shall prepare a detailed schedule of the project to be reviewed, revised, and updated.

TASK 2 – PREPARE DATA AND INFORMATION REGARDING WATER DEMANDS

CONSULTANT shall prepare information regarding EMID's water system, service area demand projections and conservation measures. As part of this task, CONSULTANT shall develop and present the following information:

- Water System/Service Area Description
- Current and Future Population Estimates
- Current and Future Water Demand Estimates
- Stand-Alone System Water Loss Report

TASK 3 – PREPARE DATA AND INFORMATION REGARDING WATER SUPPLY PROJECTIONS

CONSULTANT shall prepare information regarding EMID's service area supply projects, source reliability and quality. As part of this task, CONSULTANT shall develop and present the following information:

- Water Supply Projections
- Potential Supplemental Supplies
- Recycled Water Supply
- Evaluation of Current and Future Groundwater Supplies
- Evaluation of Water Quality Data
- Evaluation of Supply versus Demand

TASK 4 – PREPARE DATA AND INFORMATION REGARDING WATER CONSERVATION AND WATER SHORTAGE CONTINGENCY PLANNING

CONSULTANT shall prepare information regarding EMID's water conservation measures and its adequacy compared to regulatory requirements, as well as information regarding Water Shortage Contingency Planning. As part of this task, CONSULTANT shall develop and present the following information:

- Evaluation of Historic, Current and Projected Future Water Conservation and Demand Management Measures (DMMs)
- Water Shortage Contingency Planning
- Senate Bill X7-7 Per-Capita Water Usage Analysis

TASK 5 – PREPARE AND SUBMIT DRAFT AND FINAL 2020 UWMP

CONSULTANT shall prepare draft 2020 UWMP documents electronically for EMID staff and public review, incorporate feedback into the final 2020 UWMP. Within 30 days of the EMID Board adoption, CONSULTANT shall forward the final 2020 UWMP on EMID's behalf to DWR, the California State Library, and the San Mateo County Library. CONSULTANT shall provide five (5) hard copies of the final 2020 UWMP to EMID.

TASK 6 – SUPPORT PUBLIC OUTREACH

CONSULTANT shall provide support for public outreach elements of the UWMP, including the following:

- Drafting the coordination letters and notices required by CWC Sections 10621(b); Section 10620(d)(2); and Section 10642
- Attending and/or presenting at up to two (2) City Council meetings

TASK 7 – PROJECT MANAGEMENT

CONSULTANT shall provide project management and consultation services to EMID throughout the UWMP development process. This task includes coordination and communications with EMID staff and general consultation and technical project management services by CONSULTANT, including the preparation of invoices and progress reports.

As part of this task, CONSULTANT shall attend and/or present at in-person meetings with EMID staff, if needed above and beyond the meetings anticipated as part of Tasks 1 through 6. It is anticipated that regular, brief conference calls with the EMID staff will also occur on an as-needed basis throughout the duration of the project.

III. MANAGEMENT AND PROJECT CONTROLS

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 acceptable to EMID, who will be responsible for the work, developing the work plan, implementing the project management procedures and controls, and maintaining effective communications among the CONSULTANT, EMID, and other involved agencies and organizations for the duration of the project.

If CONSULTANT wishes to propose a substitute at any time during the duration of the project, EMID shall approve CONSULTANT's Project Manager.

2. The working interface between the CONSULTANT and 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 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. To support each and every invoice, the CONSULTANT shall furnish control reports for each project 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 team member'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 a project's scope, quality, schedule, or cost.

ATTACHMENT B

PROFESSIONAL SERVICES AGREEMENT FOR 2020 URBAN WATER MANAGEMENT PLAN

This Agreement is made and entered into as of the _____ day of _____, 2020 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 provide professional services in the CITY;
- 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 A 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 Manager (for contracts less than \$50,000) or DISTRICT Board (for contracts \$50,000 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 Manager (for contracts less than \$50,000) or DISTRICT Board (for contracts \$50,000 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 DISTRICT 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 of Foster 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 of Foster 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 DISTRICT's risks in form subject to the approval of the DISTRICT 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

It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the 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.

¹ Note: Professional liability insurance coverage is not required if the 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]

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 DISTRICT in the same manner and to the same extent as CONSULTANT is bound to 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 DISTRICT prior to commencement of any work by the subcontractor.

Concurrently with the execution of this Agreement, CONSULTANT shall furnish CITY, on the form included as Exhibit D or similar form, with certificates and copies of information or declaration pages of the insurance required hereunder to be included as Exhibit C hereto. With respect to evidence of commercial general liability and automobile liability insurance coverage, CONSULTANT must also include in Exhibit C the following original endorsements::

- (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 of Foster City and Estero Municipal Improvement District, its Council, officers, boards, commissions, employees, and agents, and any insurance or self-insurance maintained by DISTRICT 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 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 DISTRICT, to the extent required by this Agreement, before the DISTRICT's insurance or self-insurance may be called upon to protect DISTRICT as a named Insured.

All self-insured retentions (SIR) must be disclosed to 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 DISTRICT.

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 DISTRICT in the same manner and to the same extent as CONSULTANT is bound to 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 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 ensure 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, Project Manager and Email Address 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 Exhibits A, B C, and D, 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: _____

Dante Hall, Interim District Manager
(for contracts less than \$50,000)
[REMOVE signature line if \$50,000 or more]

Dated: _____

Catherine Mahanpour, President
(for contracts \$50,000 or more)
[REMOVE signature line if less than \$50,000]

ATTEST:

Dated: _____

Priscilla Schaus, District Secretary

APPROVED AS TO FORM

Dated: _____

Jean Savaree, District Legal Counsel

CONSULTANT

Dated: _____

Type Name & Title of CONSULTANT
Authorized to Sign

EXHIBIT A

SCOPE OF WORK AND SCHEDULE
FOR
2020 Urban Water Management Plan Project

EXHIBIT B

CONSULTANT'S FEE SCHEDULE

EXHIBIT C

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

EXHIBIT D

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

Endorsement and Certificates of Insurance Required 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)	Insurer	Policy No.
<input type="checkbox"/> General Liability: (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"/> Auto Liability: 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"/> Other:		
Certificates of Insurance Required (no endorsement needed) (Check all that apply)	Insurer	Policy No.
<input type="checkbox"/> Workers Compensation: 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"/> Professional Liability:		

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:** _____