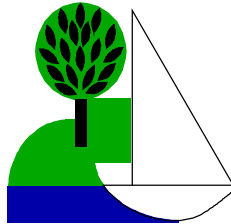


ESTERO MUNICIPAL IMPROVEMENT DISTRICT



**REQUEST FOR PROPOSAL
FOR PROFESSIONAL ENGINEERING SERVICES**

**LIFT STATION 59 EFFLUENT LINE IMPROVEMENTS PROJECT
(CIP 455-695)**

PROPOSAL SUBMITTAL DEADLINE: Tuesday, November 24, 2020 at 2:00 PM

RETURN PROPOSAL TO:

Estero Municipal Improvement District
Public Works Department
Attn: Francine Magno / LS 59 Project
610 Foster City Blvd.
Foster City, CA 94404

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OPTIONAL ELECTRONIC SUBMITTAL INSTRUCTIONS:

In light of the State of Emergency related to Novel Coronavirus (COVID-19), the EMID is allowing electronic submittals of the Lift Station 59 Improvements Project proposals. At the option of the Consultant, EMID will allow electronic submittals of the proposals by 2:00 P.M., on the due date of November 24, 2020. However, 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/lift-station-59-improvements-project-rfp>

**REQUEST FOR PROPOSAL
FOR PROFESSIONAL ENGINEERING SERVICES**

**LIFT STATION 59 EFFLUENT LINE IMPROVEMENTS PROJECT
(CIP 455-695)**

SECTION I. INTRODUCTION

The Estero Municipal Improvement District (EMID) is seeking a qualified consulting firm to provide professional engineering services for the Lift Station 59 Effluent Line Improvements Project. To that end, EMID invites qualified consulting firms to submit proposals.

Consultants shall examine all information in this Request for Proposal (RFP), including the attachments.

A non-mandatory, pre-proposal meeting will be held on October 27, 2020 at 10:00 am. All questions regarding the proposal shall be submitted on or before November 17, 2020. EMID will consider proposals received by EMID at or before the proposal submittal deadline of Tuesday, November 24, 2020 at 2 pm.

SECTION II. GENERAL INFORMATION

Consultant shall provide a proposal for professional engineering services for CIP 455-695 as described below.

CIP 455-695 is part of the District's ongoing program of maintaining and upgrading the wastewater system to improve redundancy and reliability. The District is responsible for managing all wastewater for Foster City (a four square mile area). This includes the collection and transport of approximately 2.5 million gallons of wastewater generated by Foster City on average each day, maintenance of more than 63 miles of sanitary sewer lines, 4.5 miles of sewer force mains, and 48 pump stations (lift stations). The existing collection system is designed as a network of lift stations that collect and transport sewage from the outer basins to the inner basins until the wastewater ultimately reaches pump station 59, which is the final and largest capacity station within the District's collection system. This project involves various improvements to the effluent line from Pump Station 59 located in the District's Corporation Yard. Lift Station 59 pumps all wastewater collected for treatment by Foster City via a 21" effluent force main to the Wastewater Treatment Plant (WWTP) in San Mateo. The various improvements for this project include the following:

- 1) The replacement of the existing ultrasonic effluent flow meter with a new electromagnetic flow meter. The new flow meter will use ABBB electromagnetic technology to enhance the accuracy and the dependability of the flow readings going to the San Mateo WWTP.
- 2) The installation of a permanent emergency bypass to provide operational flexibility and redundancy. The permanent bypass will allow District staff to perform in-house replacements on two existing rubber expansion joints, which require replacement every five (5) to seven (7) years and will provide the capability of performing repairs

- to the flow meter, eliminating the need for unnecessary and costly shut downs of the District's system, and interruption of sewage flow to the WWTP.
- 3) The replacement of the existing 24" ball valve on the discharge force main.
 - 4) The installation of a knife gate valve on the manifold to allow for isolation of half the discharge line at a time to prevent system shutdowns during repairs.

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

SECTION III: NON-MANDATORY, PRE-PROPOSAL MEETING

Interested consultants are encouraged to attend the non-mandatory, pre-proposal meeting. The pre-proposal meeting will be held at the City of Foster City Council Chambers on Tuesday, October 27, 2020 at 10:00 AM. The meeting will also be accessible via Zoom. Dial-in information is provided below. Council Chambers is located at 610 Foster City Boulevard, Foster City, CA 94404. Tours of the project location are available by appointment only. Please allow approximately one (1) hour for the meeting. If consultants have any questions about the pre-proposal meeting or scheduling site-visit appointments, please contact Francine Magno at fmagno@fostercity.org.

Join Zoom Meeting

<https://us02web.zoom.us/j/81152032871?pwd=UTFFLzMwbVNFQ0x6VU1QVVNEMWlydz09>

Meeting ID: 811 5203 2871

Passcode: 810886

One tap mobile

+16699006833,,81152032871#,,,,,0#,,810886# US (San Jose)

+14086380968,,81152032871#,,,,,0#,,810886# US (San Jose)

Dial by your location

+1 669 900 6833 US (San Jose)

+1 408 638 0968 US (San Jose)

+1 346 248 7799 US (Houston)

+1 253 215 8782 US (Tacoma)

+1 312 626 6799 US (Chicago)

+1 646 876 9923 US (New York)

+1 301 715 8592 US (Germantown)

Meeting ID: 811 5203 2871

Passcode: 810886

Find your local number: <https://us02web.zoom.us/j/81152032871?pwd=UTFFLzMwbVNFQ0x6VU1QVVNEMWlydz09>

Consultants shall bear all costs associated with attending the pre-proposal meeting. EMID shall bear no costs and/or assume no liability for consultants attending the pre-proposal meeting.

SECTION IV. PROPOSAL REQUIREMENTS

To demonstrate the qualifications and experience necessary to perform the professional engineering services for the project, 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 Francine Magno at fmagno@fostercity.org on or before **November 17, 2020**.

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

A. Cover Letter

Consultant shall provide a cover letter. Consultant's cover letter shall be signed by an employee authorized to contractually bind the Consultant and include the following:

- 1) A statement that all the information in the Request for Proposal 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 engineering 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 quality project on schedule and for less than 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 engineering 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 engineering services to ensure the engineering 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 and reduce change orders during construction.
 - 7) Responsiveness to City Staff.
 - 8) Supporting the project during construction including specialty inspectors (if necessary), e.g. welding inspectors and coatings inspectors, and their ability to respond to requests for inspections.
 - 9) 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 proposal schedule.

Consultant shall prepare a schedule for the work described in **Attachment A**, Draft Scope of Services, showing the key activities, their start dates, and end dates. The project schedule shall include the following types of activities:

- 1) Conduct Preliminary Engineering activities.
- 2) Prepare Plans, Specifications, and Estimates activities
- 3) Provide Bidding Support activities
- 4) Provide Construction Support activities
- 5) Prepare Record Drawings activities and Perform Warranty Inspection activities

The schedule should include a milestone for 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 [February 1, 2021](#) as the start date for the schedule.

E. Labor Projections

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

Provide descriptions of assumptions made in developing the labor hours. For example, if an assumed plan sheet count is used as the basis for the number of hours, include the assumed number of plan sheets.

F. Consultant Information

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

- 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 people 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 for it and each of its sub-consultants, if any, details of its experience working on similar projects over the last five (5) years.

Consultant shall provide for it and each of its sub-consultants, if any, details of not less than three (3) similar projects and the details shall include the following:

- 1) Project name.
- 2) Project Owner and contact information.
- 3) Project description including total project cost and location.
- 4) Description of the consultant's role (Prime Consultant or sub-consultant to [Prime Consultant's Name]).
- 5) Description of professional engineering service provided.
- 6) Cost Control for Professional Engineering Services: Describe the original and final contract amount and reasons for differences, if any.
- 7) Schedule Control for Professional Engineering 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.
- 8) Project Manager and other key personnel involved.
 - 9) Sub-consultants on the proposed team 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 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 their 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 and References

The engineering 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, Other Key Personnel, and Other Team Members. The Project Manager is responsible for Consultant's work and is EMID's principal contact after the professional engineering services contract is awarded, (2) Other Key Personnel are the keys to Consultant successfully executing the work; and (3) Other Team Members who will play a significant role in successfully executing the work.

Consultant shall provide details regarding the experience of not more than ten (10) team members.

Consultant shall provide the following information regarding the engineering 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, other 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.
- 2) Provide a list of office(s) in which the proposed team members will work. Provide its address, its general phone number, and the name of the principal(s) overseeing proposed staff at the office. Identify the proposed team members working at the office 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) **Other Key Personnel.** Provide the qualifications and experience of the Other 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) reference for each person who is identified as Other 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 other 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 – Place One (1) Copy in a Sealed Envelope)

Provide one (1) copy in a sealed envelope, including the 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 a 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, November 24, 2020 at 2 pm](#) will be considered.

B. Consultant shall submit proposals to the following address:

Esterro Municipal Improvement District
Public Works Department
Attn: Francine Magno / LS 59
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 Francine Magno at fmagno@fostercity.org to confirm EMID'S receipt of the proposal.

- D. For hand-delivered proposals, Consultant shall deliver the proposal to 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 three (3) 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.
- C. Consultant's approach to the work.
- D. Consultant's and sub-consultant's, if any, experience successfully providing professional engineering services on similar projects in the last five (5) years.
- E. Project Manager's experience successfully providing professional engineering services and/or other related work on similar projects and their availability to perform work required by his/her role.
- F. Other Key Personnel's experience successfully providing professional engineering services and/or other related work on similar projects and their availability to perform the work required by his/her role.
- G. Other Team Members' experience providing professional engineering services and/or other related work on similar projects.
- H. Specialty Inspector(s) ability to respond to requests for inspections, if needed.
- I. 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 meets 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 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 intended to cover the professional engineering, design, and construction support services necessary to construct the projects 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 AND INSURANCE REQUIREMENTS

The standard professional services agreement is attached as **Attachment B**.

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**

**LIFT STATION 59 EFFLUENT LINE IMPROVEMENTS PROJECT
(CIP 455-695)**

CIP 455-695 consists of the following improvements to the effluent line at Pump Station 59:

- The replacement of the existing ultrasonic effluent flow meter with a new electromagnetic flow meter. The new flow meter will use ABBB electromagnetic technology to enhance the accuracy and the dependability of the flow readings going to the San Mateo WWTP.
- The installation of a permanent emergency bypass to provide operational flexibility and redundancy. The permanent bypass will allow District staff to perform in-house replacements on two existing rubber expansion joints, which require replacement every five (5) to seven (7) years and will provide the capability of performing repairs to the flow meter, eliminating the need for unnecessary and costly shut downs of the District's system, and interruption of sewage flow to the WWTP.
- The replacement of the existing 24" ball valve on the discharge force main.
- The installation of a knife gate valve on the manifold to allow for isolation of half the discharge line at a time to prevent system shutdowns during repairs.

SCOPE OF SERVICES TO BE SUPPLIED BY CONSULTANT

The following generalized task descriptions are presented as information only to assist consultants in prepare 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 scope of services is divided into five (5) tasks. The scope of services describes the professional engineering and other services necessary for CIP 455-695 and may change as a result of negotiations.

- 1) Conduct Preliminary Engineering activities.
- 2) Prepare Plans, Specifications, and Construction Cost Estimates.
- 3) Provide Bidding Support activities.
- 4) Provide Construction Support activities.
- 5) Prepare Record Drawings and Perform Warranty Inspection.

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 shall use AutoCAD to prepare all engineering drawings. CONSULTANT and EMID shall agree upon the AutoCAD version.

CONSULTANT and its sub-consultants, if any, shall separately track and report costs for each project and task.

I. TASK 1 – CONDUCT PRELIMINARY ENGINEERING

The purpose of preliminary engineering is to: (a) develop a thorough understanding of the project elements, (b) develop the scope of work for each element of the project, (c) prepare conceptual construction cost estimates for each element of the project.

EMID staff has identified the following elements of the project (Identified in Image 1 and 2 below):

- 1) The replacement of the existing ultrasonic effluent flow meter with a new electromagnetic flow meter.
- 2) The installation of a permanent emergency bypass to provide operational flexibility and redundancy.
- 3) The replacement of the existing 24" ball valve on the discharge force main.
- 4) The installation of a knife gate valve on the manifold to allow for isolating of half the discharge line at a time to eliminate the need for system shutdowns during repairs.
- 5) Perform all necessary procedures to return sewer discharge line to service.

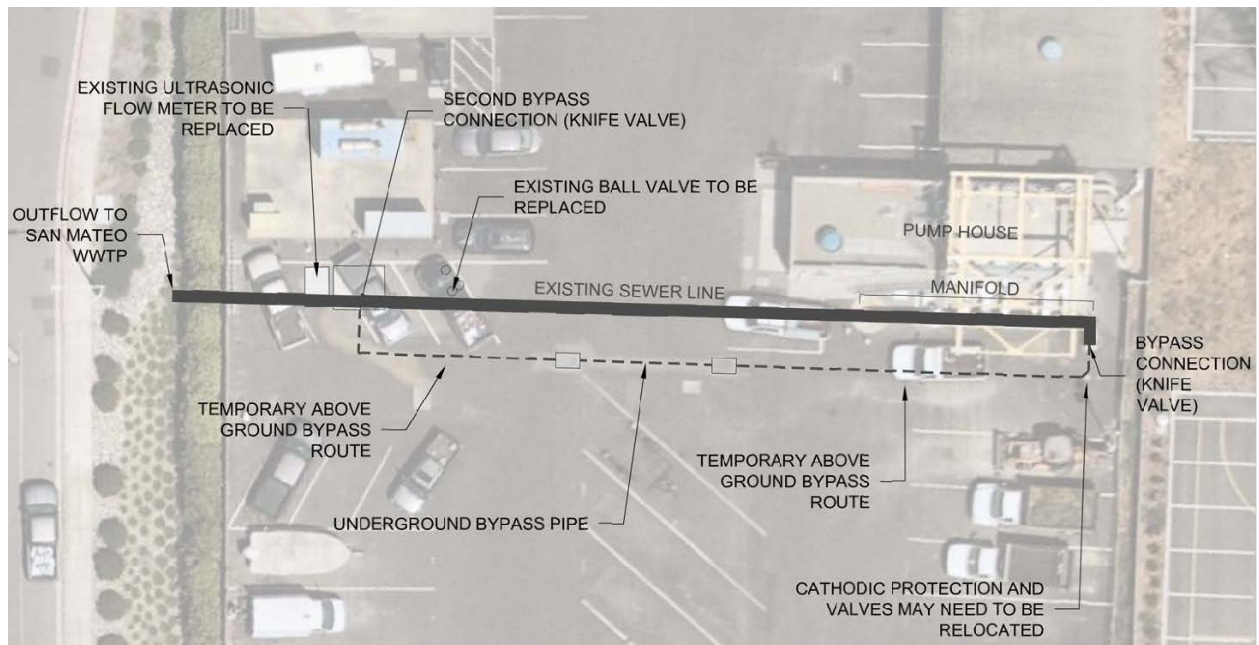


Image 1 – Lift Station 59 Outflow Existing Conditions



Image 2 – Pump Station 59 Outflows/Sewer Manifold

In addition to the above elements, CONSULTANT shall determine if other elements of the effluent line are in need repair or replacement. Those elements that (a) may not currently function as designed; and/or (b) may have little or no beneficial life remaining.

Upon receiving written authorization to proceed, CONSULTANT shall:

- Review documentation, including as-built plans.
- Create initial project plan sheets for the project plans to use for documenting inspection(s) and investigation(s). At a minimum, create the following sheets: (1) a title sheet, (2) site plan sheet(s) showing the pump station, discharge line, flow meter, valves, manifold, and the permanent bypass connection, including existing utilities; (3) installation details.
- Prepare meeting agenda for kickoff meeting, attend kick off meeting, and prepare and distribute meeting minutes within five (5) days after the meeting.
- Interview EMID staff to understand existing conditions at Lift Station 59 regarding the discharge line and discuss past construction issues.

- Perform field inspections and investigations as necessary to conduct preliminary engineering, including taking photographs, measurements, videos, etc.
- Prepare an initial project scoping document of the work identified by EMID staff, listed above, and other items listed by Consultant. The document shall contain a written description of each item and a construction cost estimate for each item. The cost estimate for each item shall be broken down into pay items. A measurement and payment clause shall be provided for each pay item (for incorporation into specs). Identify specialty items. Identify final pay items. After review by EMID, incorporate EMID comments and resubmit.
- Prepare a written document that describes the order of work for construction, conceptual durations that the discharge line may be shutdown (should not exceed 5 hours), and a contingency plan in the event the shutdown will exceed the 5-hour maximum shutdown window. After review by EMID, incorporate EMID comments and resubmit.
- Prepare a meeting agenda for presenting the scoping document with cost estimates, and shutdown plan present Consultant's findings at a meeting, prepare meeting minutes and distribute minutes five (5) days after meeting.
- Perform quality control review of all submittals. (EMID may reject incomplete submittals or submittals which, in EMID's sole judgement, was not subjected to an adequate quality control review.)
- The final scoping document, after incorporating EMID comments, shall be the final scope of work for the project and used for preparing the plans, specifications, and estimate.

II. TASK 2 – PREPARE PLANS, SPECIFICATIONS, AND ESTIMATES

Upon receiving written authorization to proceed, CONSULTANT shall:

- Prepare plans, specifications, and estimates for a 50% submittal, 90% submittal, and 100%/final - "For Construction" – submittal, that is, three (3) submittals.
- Furnish the following for each submittal: (1) two full size sets of plans; (2) two half size set of plans, and (3) a thumb drive that contains full size plans in pdf and AutoCAD format, and half size plans in pdf and AutoCAD format.

Provide professional engineers' stamp and signature to hard copies and copies in pdf format as part of the final submittal.

Review EMID's standard "front-end" specifications and modify/complete as required. Submit as the modified/completed "front-end" technical specifications as a separate document as part of the 90% and 100%/final submittal.

Perform and document all required engineering to support the plans, specifications, and estimates.

As part of the 50% submittal, submit 50% plans, table of contents for technical specifications, District front end boiler plate, and 50% level opinion of probable construction cost.

As part of the 90% submittal, submit 90 % plans, 90% technical specifications, and 90% level opinion of probable construction cost.

As part of the 100% submittal, submit 100%/final plans, 100% technical specifications, and 100% level opinion of probable construction costs, ,.

Submit measurement and payment clauses for each bid items with each submittal, as part of each estimate or “front-end” specifications, wherever appropriate considering the submittal.

Perform quality control review of all submittals.

Provide a form to EMID for submitting comments to Consultant. The form shall have a space for Consultant’s response to each EMID comment. Consultant shall respond to comments within seven (7) of EMID transmitting comments to Consultant. EMID and Consultant shall meet and discuss the comments within fourteen (14) days of EMID transmitting comments to Consultant. Incorporate agreed upon comments into Consultant’s subsequent submittal.

Identify any third party work, e.g., PG&E electrical work, AT&T communications work, etc., if any, required to implement the project prior to 90% design submittal and provide conceptual designs of their work as part of the 90% submittal for review.

EMID may reject incomplete submittals or submittals which, in its sole judgement, was not subjected to an adequate quality control review.

III. TASK 3 – PROVIDE BIDDING SUPPORT

Upon receiving written authorization to proceed, CONSULTANT shall:

- a. Designate individual(s) familiar with all elements of the PROJECT who shall be available to assist EMID with responses, by telephone, email, mail or as otherwise appropriate, to inquiries from all prospective bidders, sub-contractors, vendors or others concerning the bid documents and with the pre-bid conference. CONSULTANT shall have one person attend the pre-bid conference and job site tour.
- 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, as requested.
- d. Assist EMID in reviewing and evaluating bids, as requested.

IV. TASK 4 – PROVIDE CONSTRUCTION SUPPORT

Upon receiving written authorization to proceed, CONSULTANT shall:

- a. Assist 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 prior to construction. 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 5 additional periodic site visits, not less than one per month, 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 EMID and one to the contractor. CONSULTANT shall coordinate and monitor the transmittal and review of each submittal. CONSULTANT shall provide an earlier return of critical submittals 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.

V. TASK 5 – PREPARE RECORD DRAWINGS AND PERFORM WARRANTY INSPECTION

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 thumb drive.
- b. Provide warranty inspection one year after construction is complete and prepare a list of items to be repaired or replaced under warranty.

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 engineering work plan, implementing the project management procedures and controls, and maintaining effective communications among the Consultant, EMID, and other involved agencies and organizations.

Project Manager shall work as Project Manager on the project for their duration. 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 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 a project's scope, quality, schedule, or cost.

ATTACHMENT B

PROFESSIONAL SERVICES AGREEMENT FOR LIFT STATION 59 EFFLUENT LINE IMPROVEMENTS PROJECT (CIP 455-695)

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 of Foster City, hereinafter called "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)
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.

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, on the Insurance Coverage form provided in Exhibit C, furnish DISTRICT with certificates and copies of information or declaration pages of the insurance required hereunder and, with respect to evidence of commercial general liability and automobile liability insurance coverage, original endorsements:

- (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
Attention: Francine Magno, Project Manager
610 Foster City Boulevard
Foster City, CA 94404-2299
650-286-3588

CONSULTANT: Firm Name
Firm Address #1
Firm Address #2
Attention: Name, Title
Phone:

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: _____

Catherine Mahanpour, President

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
LIFT STATION 59 EFFLUENT LINE IMPROVEMENTS PROJECT (CIP 455-695)

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

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

Endorsement and Certificates of Insurance Required	Insurer	Policy No.
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"/> 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.		
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.		
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:** _____