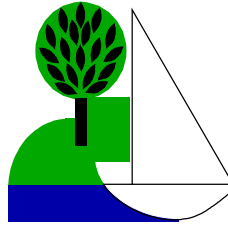


**CITY OF FOSTER CITY**



**REQUEST FOR PROPOSAL**

**PROFESSIONAL DESIGN SERVICES FOR FUEL SYSTEMS IMPROVEMENTS  
PROJECT (CIP 301-700)**

**PROPOSAL SUBMITTAL DEADLINE: TUESDAY, AUGUST 16, 2022, at 2:00 PM**

RETURN PROPOSAL TO:

City of Foster City  
Public Works Department  
Attn: Louis Sun  
Public Works Director  
610 Foster City Blvd.  
Foster City, CA 94404

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## REQUEST FOR PROPOSAL

### PROFESSIONAL DESIGN SERVICES FOR FUEL SYSTEMS IMPROVEMENTS PROJECT (CIP 301-700)

#### SECTION I. INTRODUCTION

The City of Foster City (CITY) is seeking a qualified consulting firm to provide professional design services for Fuel Systems Improvements Project (CIP 301-700). To that end, the CITY invites qualified consulting firms to submit proposals.

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

The deadline for submitting questions about the proposal is **Thursday, August 11, 2022, at 5:00 pm**. The CITY will consider proposals received on or before the proposal submittal deadline of **Tuesday, August 16, 2022, at 2:00 pm**.

#### SECTION II. GENERAL INFORMATION

Consultant shall provide a proposal for professional design services for Fuel Systems Improvements Project (CIP 301-700) as described below.

CITY is searching for consultant with extensive experience in designing new fuel tanks and dispensing systems of the type that are considered for the Foster City Corporation Yard. The City has an unleaded fuel system and a diesel fuel system that provide fuel for the vehicles and equipment owned by the City and EMID, the lagoon pump station day tank, two lagoon pump engines, the emergency generator serving the Corporation Yard buildings and Lift Station 59.

1. Two 10,000 gallon underground unleaded fuel storage tanks (UGSTs), at the Corporation Yard entrance.
2. Two 5,000 gallon above ground diesel fuel storage tanks (AGSTs) in a covered, concrete vault immediately adjacent to and west of the lagoon pump station building.
3. One 210-gallon day tank for diesel fuel, located inside the lagoon pump station building.
4. One 1,000 gallon underground diesel fuel storage tank at East Hillsdale and Edgewater Boulevards, which provides power to the emergency generator at Lift Station No. 29 and traffic signal at the intersection.

After completing a Conceptual Design process, the CITY has selected a preferred option for replacing these existing systems and is now looking for design of that option. The Conceptual Design is Attachment 2 to this document.

Staff anticipates recommending approval of the award of an agreement for professional design services to the City Council on September 19, 2022.

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

### SECTION III. PROPOSAL REQUIREMENTS

To demonstrate the qualifications and experience necessary to perform the professional design services for the project as described in the [Draft Scope of Services, Section VI](#), Consultant shall submit a proposal that includes the information described in this section.

Submit questions regarding the request for proposal, to the Public Works Director, Mr. Louis Sun at [lsun@fostercity.org](mailto:lsun@fostercity.org) on or before **Thursday, August 11, 2022, at 5:00 pm.**

The proposal shall be comprised of one electronic copy containing sections A, B, C, D, E, F, G, H and I described below.

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. The body of the proposal, excluding appendices, should not exceed 15 pages. As an appendix, provide resumes for the proposed team members. Proposals should be bound with tabs identifying each section herein specified.

#### **Proposal Components**

##### **A. Cover Letter**

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 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 CITY, if selected, and is authorized to contractually bind the firm.

B. Executive Summary

Consultant shall provide an executive summary. The executive summary shall include a statement that Consultant reviewed the draft scope of services and is able to provide the required professional services. The summary shall briefly summarize those Consultant qualifications and experience, contained in the proposal, which best highlights its ability to successfully deliver the work.

C. Project Approach

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

- 1) Clearly specifying the scope of work; not to exceed amount; and schedule for the work that will be included in the contract for professional design services.
- 2) Monitoring and controlling the scope of work, communicating potential scope of work changes prior to performing that work, and managing changes in scope of work.
- 3) Monitoring and controlling costs of professional design 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 CITY resources required to review the submittal.
- 7) Responsiveness to CITY Staff.
- 8) Facilitating communications.
- 9) No substituting of 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 Section VI, 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 Section VI, Draft Scope of Service. The durations required to reach milestones shown in the schedule will be incorporated into Tasks 1 and 2 of Scope of Services for the Professional Services Agreement.

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

Consultant shall use **September 20, 2022**, 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 scope of work described in the 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.

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 people employed by the firm.
- 7) Name of consultant's parent company, if any.
- 8) Name of consultant's subsidiaries, wholly 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 design service provided.
  - 6) Cost Control for professional design services: Describe the original and final contract amount and reasons for differences, if any.
  - 7) Schedule Control for professional design 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 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.

CITY 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

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 CITY's principal contact after the professional 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 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, 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.

CITY 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

Provide 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. CITY 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 IV. PROPOSAL SUBMITTAL REQUIREMENTS

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

- A. CITY will only consider proposals received by CITY at or before the proposal submittal deadline of **Tuesday, August 16, 2022, at 2:00 pm.**
- B. Consultant shall submit proposals to the following address:  
  
City of Foster City  
Public Works Department  
Attn: Louis Sun, Public Works Director  
610 Foster City Blvd.  
Foster City, CA 94404
- C. For e-mailed proposals, CITY encourages each Consultant to confirm that its



proposal was received by CITY at or before the proposal submittal deadline. Contact the Public Works Director, Mr. Louis Sun at [lsun@fostercity.org](mailto:lsun@fostercity.org) or (650) 286-3270 to confirm City'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 the proposal is time and date stamped by the attendant prior to leaving the building.

## SECTION V. CONSULTANT SELECTION PROCESS

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

CITY may or may not conduct consultant interviews to evaluate Consultants. If CITY chooses to hold interviews as part of the selection process, CITY will notify Consultants approximately three (3) weeks after the proposal submittal deadline.

Principal criteria used to evaluate Consultants will include the following:

- 1) Experience/Qualifications: Consultant's and sub-consultant's experience on similar projects, successfully providing professional design services in the last five years, if any.
- 2) Personnel Assigned: Experience of key personnel assigned to the project, and experience of key team members who will be assigned to the project for its full duration.
  - a. Project Manager's experience successfully providing professional design services and/or other related work on similar projects and their availability to perform work required by his/her role.
  - b. Other Key Personnel's experience successfully providing professional design services and/or other related work on similar projects and their availability to perform the work required by his/her role.
  - c. Other Team Members' experience providing professional design services and/or other related work on similar projects.
- 3) Quality and Completeness of Proposal:
  - a. Clarity and relevance of information contained in the proposal.
  - b. Consultant's understanding of work.
  - c. Consultant's approach to the work.
- 4) References

CITY 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 CITY.

After final evaluation, CITY will identify the highest ranked consultant, which appears to best meet the qualification criteria. CITY will attempt to negotiate a contract with the selected consultant. If the highest ranked consultant and CITY cannot reach agreement, CITY 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. CITY shall bear no costs and/or assume no liability for developing and/or submitting proposals.

## SECTION VI. DRAFT SCOPE OF SERVICES

### A. Scope of Services:

Following is a draft scope of services. A finalized Scope of Services will be developed during negotiations. The scope of services presented herein is intended to cover the design services necessary and/or other related work to design services for the Fuel Systems Improvements Project (CIP 301-700) 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.

CITY reserves the right to enter into agreements for none, a portion, modified portions, or all of the work listed in this Request for Proposal. CITY reserves the right to issue notice(s) to proceed for some or all the work up to 90 days after the City Council approves the agreement.

#### 1. Description of Project

1.1 Based upon the City-Approved Conceptual Design Study that Tait Environmental Services completed in January 2022, prepare permit/construction packages for the three following alternates:

- Alternate 3 – Involves the installation of two (2) 10,000 gallon Unleaded Aboveground Storage Tanks (ASTs) located northwest of the existing Unleaded Underground Storage Tanks (USTs) and fuel dispensing island. The system will be equipped with two (2) ground mounted dispensers and a canopy over the fueling area.

- Alternate 3A – Involves the removal of the existing Unleaded USTs and fuel dispensing island. This project will be performed after the new AST-based systems (Task 1) are fully functional.
  - Alternate 4 – Involves the installation of one (1) 10,000 gallon diesel fuel AST located northwest of the Lagoon Pump Station. The system will include new underground piping across the yard to a new day tank to serve the lagoon pump engines. It will include an upgrade of the existing diesel fuel island adjacent to the driveway, with new underground piping across the yard to a new dispenser on the existing island. This area will include a canopy over the fueling area. The two (2) existing 5,000-gallon diesel fuel ASTs will be removed after the new AST-based systems are fully functional.
- 1.2 Prepare the construction package(s) in a way that separates the tank removal plans from the AST installation plans and in a way that will be acceptable to all permitting agencies.
  - 1.3 The three alternates are understood to be separated by the Foster City lagoon and, thus, will require different stormwater controls and mitigation measures.
  - 1.4 The ASTs will be equipped with tank mounted fill boxes, new dispensers, new monitor system, associated electrical, card reader, new canopy over the fueling area, and the required civil engineering, including but not limited to stormwater mitigation measures, topographical survey, grading, AST foundation and seismic anchoring.

## 2 Basic Services:

The general scope of work is described below.

- 2.1 Task 1 – Construction Documents/Design Phase Services for Alternate 3 (AST installation) and Alternate 4 (AST installation)
  - Attend Pre-Design project kick off meeting, on-site.
  - Site plan with installation scope of work described. CIP 301-700 Fuel Systems Improvements will be dimensionally located from on-site points (to be determined).
  - Tank cross-section detail sheet, with equipment details and list of materials.
  - Dispenser & piping details sheet, with equipment details and list of materials.
  - Misc. detail sheet as required for a complete construction document set.
  - Monitoring system details, including list of materials.
  - Electrical plans and details, including Title 24 calculations for the canopy lighting. (sub-contracted labor – local electrical engineer)
  - Spill Prevention, Control & Countermeasures (SPCC) Plan. (sub-contracted labor)
  - Civil engineering and plans, including engineer stamp and signature.
    - Topographic survey of the area for the new fuel systems

- Utility Research
- Dimensional Control Plan
- AST Foundation & Anchoring
- Grading Plan
- Water Quality Control Plan
- Demo Plan
- Erosion Control Plan
- Stormwater Management Report
- Meetings & Coordination
- Construction Administration (submittal review & RFI's associated with civil work)
- Project management, meetings & coordination. Progress design meetings as required.
- Construction Document deliverables will be prepared and submitted at approximately 50%, 90%, and 100% progress, or in accordance with City requirements.

## 2.2 Task 2 – Construction Documents/Design Phase Services for Alternate 3A (UST removal) and Alternate 4 (AST removal)

- Site plan with tank removal scope of work described.
- Civil engineering and plans, including engineer stamp and signature
  - Topographic survey of the tank removal areas
  - Utility Research
  - Grading Plan
  - Demo Plan
  - Erosion Control Plan
  - Construction Administration (submittal review & RFI's associated with civil work)
- Project management, meetings & coordination. Progress design meetings as required (assumed 2 phone calls or virtual meetings).
- Construction Document deliverables will be prepared and submitted at approximately 50%, 90%, and 100% progress, or in accordance with City requirements.

## 2.3 Task 3 – Permitting Phase Services

- File for and obtain permits &/or approvals of the new fuel system from:
  - BAAQMD (Phase I vapor recovery system only. No Phase II required, due to ORVR exemption)
  - City Planning Dept. (administrative approval only)
  - City Building Dept. (electrical, AST foundation & anchorage, site work)
  - City Fire Dept. (AST removal & installation)

## 2.4 Task 4 – Construction Phase Services

- Assist City with evaluation of contractor bids.
- Review of contractor submittals.
- Response to contractor RFI's related to the fuel system construction.

- Perform periodic site inspections at appropriate times (assumed 4) and provide progress reports.
- Prepare punch list of items requiring repair, modification, or completion at pre-final construction phase.
- Provide support as required during fuel system commissioning.
- Prepare as-built record plans based on contractor red-lines.

2.5 The following tasks are specifically excluded from the scope of work:

- Geotechnical Soils Report (to be provided by City, if required)
- City Planning Department special permitting (design review, special use permits)
- ADA upgrades to existing facilities
- Sub-surface utility location services
- Phase II Vapor Recovery design (ORVR exempt)
- Canopy engineering, plans & permitting (provided by awarded contractor)
- Offsite work
- LID / SUSMP
- Utility Plans
- SWPPP / NOI

## SECTION VII. STANDARD PROFESSIONAL SERVICES AGREEMENT AND INSURANCE REQUIREMENTS

The standard professional services agreement is attached as **Attachment A**. The selected Consultant should be prepared to sign and comply with all requirements therein.

The insurance requirements are described in Exhibit C Insurance of CITY's Standard Professional Services Agreement. All policies, endorsements, certificates, and/or binders shall be subject to approval by CITY as to form and content. The selected consultant shall agree to provide CITY with a copy of said policies, certificates, and/or endorsements.

## **ATTACHMENTS**

- A. STANDARD PROFESSIONAL SERVICES AGREEMENT
- B. TAIT ENVIRONMENTAL SERVICES, INC. CONCEPTUAL DESIGN FOR CIP  
301-700 FUEL SYSTEMS IMPROVEMENT PROJECT

(Start on next page)

PROFESSIONAL SERVICES AGREEMENT  
FOR  
PROFESSIONAL ENGINEERING DESIGN SERVICES ASSOCIATED WITH FUEL  
SYSTEMS IMPROVEMENTS (CIP 301-700)

This Agreement is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by and between the City of Foster City hereinafter called "CITY" and  
\_\_\_\_\_ hereinafter called "CONSULTANT".

RECITALS

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

WHEREAS, CITY desires to engage CONSULTANT to provide professional services in the CITY;

WHEREAS, CONSULTANT is qualified to provide such services to the CITY and;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

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, CITY may with or without cause, direct CONSULTANT to suspend, delay or interrupt Services, in whole or in part, for such periods of time as CITY may determine in its sole discretion. (c) CITY may terminate performance of the Services under this Agreement in whole, or from time to time in part, for default, should CONSULTANT commit a material breach of this Agreement, or part thereof, and not cure such breach within ten (10) calendar days of the date of CITY's written

notice to CONSULTANT demanding such cure, in which case CONSULTANT shall be liable to CITY for all loss, cost, expense, damage and liability resulting from such breach and termination. (d) CITY may terminate performance of the Services under this Agreement in whole, or from time to time in part, for convenience, whenever CITY determines that such termination is in CITY's best interests, in which case CONSULTANT shall be entitled to recover its costs expended up to the termination date plus reasonable profit thereon to the termination date as this Agreement would otherwise provide, but may recover no other cost, damage or expense. CONSULTANT shall continue its work throughout the course of any dispute, and CONSULTANT's failure to continue work during a dispute shall be a material breach of this Agreement.

3. Compensation; Expenses; Payment. CITY 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 \_\_\_\_\_ Dollars (\$\_\_\_\_\_). Invoices for amounts in excess of \_\_\_\_\_ Dollars (\$\_\_\_\_\_ ) shall not be paid 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 the City Manager (for contracts less than \$50,000) or City Council (for contracts \$50,000 or more) evidenced by motion duly made and carried and a written contract amendment having been executed.

Compensation and reimbursement of costs and expenses hereunder shall be payable upon monthly billing therefor by CONSULTANT to CITY, which billing shall include an itemized statement, briefly describing by task and labor category or cost/expense items billed. Final payment will be made when all Services required under this Agreement have been completed to the reasonable satisfaction of CITY including, without limitation, CONSULTANT's transmittal of all deliverables to CITY required by EXHIBIT A.

CITY shall not incur any charges under this Agreement, nor shall any payments become due to CONSULTANT for any payment period on the Project, until CITY receives all deliverables required under Exhibit A, SCOPE OF WORK AND SCHEDULE, for the payment period (if any) and reasonably accepts such deliverables as meeting the requirements of this



Agreement. In cases where CONSULTANT has partially completed one or more deliverables due during a payment period, and if CONSULTANT demonstrates diligent progress thereon, then CITY may make a partial progress payment based upon percentage completion of the partially completed deliverables and diligent progress but taking into account any adverse impacts upon CITY. CITY shall not be liable for, and CONSULTANT shall not be entitled to, any payment for Services performed before this Agreement's execution.

4. Additional Services. In the event CITY 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 the City Manager (for contracts less than \$50,000) or City Council (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 CITY 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 CITY 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.

CONSULTANT represents that it has reviewed Exhibit A and that in its professional judgment the Services to be performed under this Agreement can be performed for a fee within the maximum amount set forth in the Compensation Schedule established in Exhibit A and within the times specified for each individual Project.

CONSULTANT represents that it possesses all necessary training, licenses and permits to perform the Services and that its performance of the Services will conform to the standards of practice of a professional having experience and expertise in performing professional services of like nature and complexity of the Services working on similar, successfully completed projects.

The granting of any progress payment by CITY, or the receipt thereof by CONSULTANT, or any inspection, review, approval or oral statement by any representative of CITY or any other governmental entity, shall in no way waive or limit the obligations in this Paragraph 7 or lessen the liability of CONSULTANT for unsatisfactory Services, including but not limited to cases where the defective or below standard Services may not have been apparent or detected at the time of such payment, inspection, review or approval.

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 CITY, become the property of CITY.
9. Relationship of Parties. CONSULTANT is an independent Contractor and does not act as City's agent in any capacity, whatsoever. CONSULTANT is not entitled to any benefits that CITY provides to CITY employees, including, without limitation, worker's compensation benefits or payments, pension benefits, health benefits or insurance benefits. Terms within this Agreement regarding direction apply to and concern the result of the CONSULTANT's provision of Services, not the means, methods, or scheduling of the CONSULTANT's work. CONSULTANT shall be solely responsible for the means, methods, techniques, sequences and procedures with respect to its provision of Services under this Agreement. CONSULTANT shall pay all payroll taxes imposed by any governmental entity and shall pay all other taxes not specifically identified in this Agreement as CITY's responsibility.
10. Schedule. CONSULTANT shall adhere to the schedule set forth in Exhibit A; provided, that CITY 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 CITY of CITY's Project schedule and agrees to put forth its best professional efforts to perform its services under this Agreement in a manner consistent with that schedule.

11. Indemnity. To the fullest extent allowed by law, CONSULTANT hereby agrees to defend, indemnify, and save harmless CITY and Estero Municipal Improvement District, its Council, boards, commissions, officers, employees, directors, volunteers and agents, from and against any and all claims, suits, actions liability, loss, damage, expense, injury (including, without limitation, economic harm, injury to or death of any person, including an employee of CONSULTANT or its Subconsultants), cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, at law or equity, 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, directors, volunteers or agents that arise out of, pertain to, or relate to any negligence, recklessness, or willful misconduct of CONSULTANT, any Subconsultant, anyone directly or indirectly employed or retained by them, or anyone that they control. In the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the CONSULTANT shall meet and confer with other parties regarding unpaid defense costs.

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. Prior to execution of this Agreement, CONSULTANT shall furnish to CITY Certificates of Insurance showing satisfactory proof that it maintains the insurance required by this Contract as set forth in EXHIBIT C, Insurance, which are attached and made a part of this Agreement. CONSULTANT shall maintain all required insurance throughout the term of this Agreement and as otherwise provided in EXHIBIT C. In the event CONSULTANT fails to maintain any required insurance, and notwithstanding Paragraph 3 above, CITY may (but is not obligated to) purchase such insurance and deduct or retain premium amounts from any



CONSULTANT:     Consultant Name  
                      Consultant Address  
                      Consultant Address  
                      Attn:  
                      Consultant Phone  
                      Consultant Email

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 deemed to have been executed in the County of San Mateo, California. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. Any suit or action initiated by either party shall be brought in the County of San Mateo, California unless the parties agree otherwise in a written amendment to this Agreement. 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 represents and warrants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of work and services required under this Agreement. Without limitation, CONSULTANT represents to and agrees with CITY that CONSULTANT has disclosed any potential conflict of interest, and will have no future conflict of interest, in providing CITY services hereunder, including but not limited to, any interest (financial, share ownership, shared management, shared directors, or reporting responsibilities) CONSULTANT may presently have, or will have in the future, with respect to any other person or entity (including but not

limited to potential suppliers, vendors, consultants, contractors, or regulatory agency) which may have an interest in the subject matter of the Services.

22. Liability of CITY.

Except as provided in Exhibit A, Services to be Provided by CONSULTANT and Exhibit C, Insurance, CITY's obligations under this Agreement shall be limited to the payment of the compensation provided for in Paragraphs 1, 3, and 4 of this Agreement,

Notwithstanding any other provision of this Agreement, in no event shall CITY be liable, regardless of whether any claim is based on contract, tort or otherwise, for any special, consequential, indirect or incidental damages, lost profits or revenue, arising out of or in connection with this Agreement, the Services, or the Project.

CITY shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by CONSULTANT, or by any of its employees, even though such equipment be furnished, rented or loaned to CONSULTANT by CITY. The acceptance or use of such equipment by CONSULTANT or any of its employees shall be construed to mean that CONSULTANT accepts full responsibility for and shall exonerate, indemnify, defend and save harmless CITY from and against any and all claims for any damage or injury of any type, including attorneys' fees, arising from the use, misuse or failure of such equipment, whether such damage be to the CONSULTANT, its employees, CITY employees or third parties, or to property belonging to any of the above.

Nothing in this Agreement shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which CITY or CONSULTANT may have under this Agreement or any applicable law. All rights and remedies of CITY or CONSULTANT, whether under this Agreement or other applicable law, shall be cumulative.

23. Waiver of Default. Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

24. Force Majeure. Except for defaults of subconsultants at any tier, CONSULTANT shall not be liable for any excess costs if the failure to perform the Agreement arises from causes beyond the control and without the fault or negligence of CONSULTANT, including without limitation failure

to reasonably mitigate any adverse impacts (Force Majeure). Force Majeure events include the following:

Acts of God, fires, floods, earthquake, other natural disasters, epidemics and pandemics (other than COVID-19 or variants), abnormal weather conditions beyond the parameters otherwise set forth in this Article, nuclear accidents, strikes, lockouts, freight embargos, interruptions in service by a regulated utility, or governmental statutes or regulations enacted or imposed after the fact (together, "force majeure events").

25. 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.

CITY OF FOSTER CITY

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

\_\_\_\_\_  
Richa Awasthi, Mayor

ATTEST:

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

\_\_\_\_\_  
Priscilla Schaus, City Clerk

APPROVED AS TO FORM

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

\_\_\_\_\_  
Benjamin Stock, City Attorney

CONSULTANT

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

\_\_\_\_\_  
Consultant Name/Title

## EXHIBIT A

### **SERVICES TO BE PROVIDED, PAYMENTS, PROJECTS AND SCHEDULE, AND DELIVERABLES FOR PROFESSIONAL ENGINEERING DESIGN SERVICES ASSOCIATED WITH FUEL SYSTEMS IMPROVEMENTS PROJECT (CIP 301-700)**

#### SERVICES TO BE PROVIDED

This is an Exhibit attached to, and made a part of and incorporated by reference to the Agreement dated Date of Agreement, by and between Consultant Name, hereinafter referred to as "CONSULTANT" and the City of Foster City, hereinafter referred to as "CITY" providing for professional services.

#### **1. Description of the Project:**

1.1 DESCRIPTION: Description of Project

#### **2. Basic Services:**

The CITY has developed a general scope of work as described below.

2.1 Task 1 – Description of Task 1

2.2 Task 2 – Description of Task 2

2.3 Task 3 – Description of Task 3

#### PAYMENTS

1. The maximum payment to CONSULTANT under this Agreement for the Project shall be: **Maximum Payment Amount**
2. **METHODS OF PAYMENT FOR CONSULTANT'S SERVICES AND EXPENSES:** **List Methods of Payment**
3. **TIMES OF PAYMENTS.** **List Times of Payments**

#### PROJECTS AND SCHEDULE

**List Project Schedule**

#### DELIVERABLES

CONSULTANT's deliverables under the Agreement are enunciated throughout the Professional Services Agreement and include but are not limited to the following:

#### **1. PROJECT DELIVERABLES**

1.1 DELIVERABLES: List of Deliverables

1.2 OTHER:

**2. CONSULTANT SERVICES.** The deliverables considered part of CONSULTANT's professional services are defined as, but are not limited to, the following deliverables:

2.1 SERVICES: **List of Services**

END OF EXHIBIT A



EXHIBIT B  
FEE SCHEDULE

[Specify Consultant's hourly rates for which services hereunder shall be performed]

## EXHIBIT C INSURANCE FORMS

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

This is an Exhibit to, and made a part of and incorporated by reference to the Agreement dated [Date of Agreement](#), by and between \_\_\_\_\_, hereinafter referred to as "**Consultant**", and the City of Foster City, hereinafter referred to as "**City**", providing for professional services.

1. **Consultant's Duty to Show Proof of Insurance.** Consultant, in order to protect City and its Council members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of Consultant's acts, errors, or omissions in connection with the performance of Consultant's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Consultant shall not perform any work under this Agreement until Consultant has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with the City's authorized insurance representative, insurance Tracking Services Inc. (ITS). Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Consultant shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon, Consultant shall promptly deliver to ITS a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to ITS prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Consultant shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Consultant or City as an additional insured.

### 1.1 Insurance Requirements

#### Commercial General Liability Insurance

Commercial General Liability Insurance including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the City ), Products-Completed Operations Hazard, liability for slander, false arrest and invasion of privacy arising out of professional services rendered hereunder, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Consultant's performance of services under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. Consultant shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least five million dollars (\$5,000,000) each occurrence and five million dollars (\$5,000,000) aggregate.

\*Please note, the City will require a separate additional insured endorsement for the Commercial General Liability policy, listing the "City of Foster City, its Council members, officials, agents, officers, and employees".

Business Automobile Liability Insurance

Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in the performance of Services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least two million dollars (\$2,000,000) each occurrence.

Workers' Compensation Insurance

Consultant shall submit written proof that Consultant is insured against liability for workers' compensation in accordance with the provisions of section 3700 of the California Labor Code. Consultant shall require any Subconsultants to provide workers' compensation for all of the Subconsultants' employees, unless the Subconsultants' employees are covered by the insurance afforded by Consultant. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, Consultant shall provide and/or require each Subconsultant to provide adequate insurance for the coverage of employees not otherwise covered. Consultant shall also maintain employer's liability insurance with limits of one million dollars (\$1,000,000) for bodily injury or disease.

Professional Liability Insurance

Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, all negligent acts, errors or omissions in connection with services to be provided under this Agreement, with no exclusion for claims of one insured against another insured, with coverage equal to the policy limits, which shall not be less than five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) aggregate.

1.2 Self-Insured Retention

Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of insurance or other documentation provided to City and must be approved by the City Risk Manager.

1.3 Claims-Made Basis Coverage

If any of the insurance coverages required under this Agreement is written on a claims-made basis, Consultant, at Consultant's option, shall either (i) maintain said coverage for at least five (5) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of not less than five (5) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.

2. **City as Additional Insured**

On Consultant's Commercial General Liability and Automobile policies, the City, its Council members, officers, directors, agents, employees, and volunteers, shall be named as additional insured's, but only with respect to liability arising out of the activities of the named insured. Any endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 1 1 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 1 1 85.

### 3. Insurance terms and conditions:

#### 3.1 Cancellation of Insurance

The above stated insurance coverages required to be maintained by Consultant shall be maintained until the completion of all of Consultant's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by Consultant shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by Consultant in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. This notice requirement does not waive the insurance requirements stated herein. Consultant shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

3.2 All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII Any exception to these requirements must be approved by the City Risk Manager.

3.3 If Consultant is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Consultant shall provide coverage equivalent to the insurance coverages and endorsements required above. The City will not accept such coverage unless the City determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Consultant is equivalent to the above-required coverages.

3.4 For any claims related to the Agreement, the Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3.5 Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Consultant for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the City from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

3.6 Failure by Consultant to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Consultant. City, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, City may purchase such required insurance coverage, and without further notice to Consultant, City shall deduct from sums due to Consultant any premiums and associated costs advanced or paid by City for such insurance. If the balance of monies obligated to Consultant pursuant to this Agreement are insufficient to reimburse City for the premiums and any associated costs, Consultant agrees to reimburse City for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by City to take this alternative action shall not relieve Consultant of its obligation to obtain and maintain the insurance coverages required by this Agreement.

3.7 Should any of the required insurance (other than errors and omissions insurance) be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defenses costs be included in such general aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limit specified above.

3.8 City may (but is under no obligation to) secure project-specific insurance, wrap-up insurance, or administer an owner controlled insurance program ("OCIP"), in which case Consultant and its subconsultants shall communicate this fact to their insurance carriers and request that the risk of this project be excluded from their practice policies. Consultant's fees under this Agreement (and the fee of its subconsultants under subconsultant agreements) shall be reduced by the amount of insurance premiums that may be avoided by Consultant and its subconsultants by virtue of the City's obtaining the project-specific insurance, wrap-up insurance or administering an OCIP, and the exclusion of this project from coverage of Consultant's and subconsultants policies. Construction Manager and its subconsultants shall afford City access to their books and records and cooperate with City in verifying the amount of savings realized.

**ATTACHED**

1. Insurance Coverage Form

**EXHIBIT C**

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

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

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

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

**Contract Administrator**

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

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

**SEVERABILITY OF INTEREST:** The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the insurer's limit of liability.

**PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS:** Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Additional Insured, its elected or appointed officers, officials, employees, or volunteers.

**CANCELLATION NOTICE:** The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice (ten (10) days if canceled due to non-payment) by regular mail return receipt requested has been given to the Additional Insured. Such notice shall be addressed as shown above.

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

**Nothing herein contained shall vary, alter or extend any provision or condition of the Policy other than as above stated.**

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

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

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

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

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

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

**EXHIBIT D**  
**COVID-19 AMENDMENT/ATTACHMENT**  
**(Consulting Agreement Form)**

This COVID-19 Amendment/Attachment amends the Agreement between the City of Foster City ("City") and \_\_\_\_\_ ("Consultant") dated \_\_\_\_\_.

**1. Definitions**

A. The 2019 novel coronavirus and the disease it causes are collectively referred to herein as "**COVID-19**".

B. A "**COVID-19 Condition**" is something attributable to COVID-19 not caused by the Consultant (which for purposes herein includes all subconsultants) and beyond its reasonable control including but not limited to COVID-19 Proclamations and supply chain disruptions due to COVID-19, and other circumstances concerning COVID-19 not caused by the Consultant and which are beyond its reasonable control.

C. A "**COVID-19 Proclamation**" includes but is not limited to orders, directives and guidance concerning COVID-19 that have been issued, and which may be issued from time to time, by public agencies or regulatory bodies, the CDC or OSHA or Cal/OSHA, including without limitation the Cal/OSHA COVID-19 Prevention Emergency Temporary Standards. Consultant acknowledges that those orders, directives and guidance may require the Project to shut down or otherwise increase the Consultant's cost or time of performance by calling for things such as social distancing and the use of personal protective equipment. In the event of conflicting COVID-19 Proclamations, the Consultant shall follow the most applicable, restrictive and newest COVID-19 Proclamations.

D. An "**Unknown COVID-19 Condition**" is a COVID-19 Condition the Consultant did not know about, and reasonably should not have known about, as of the date the Consultant submitted its proposal. The requirements contained in COVID-19 Proclamations issued before submission of a proposal are not Unknown COVID-19 Conditions, and the Consultant will be deemed to have knowledge of those requirements.

E. An "**Unknown COVID-19 Cost**" is a cost that: (i) is solely attributable to an Unknown COVID-19 Condition; (ii) is reasonable and unavoidable under the circumstances; (iii) is not the result of the Consultant's failure to comply with the contract documents or a COVID-19 Proclamation; and (iv) is not the result of a subconsultants failure to comply with a COVID-19 Proclamation in connection with the performance of the Services.

**2. COVID-19 Conditions and Proposal.** Consultant is expected to know and is deemed to have known about COVID-19 Conditions when it submits its proposal, and COVID-19 Conditions must be accounted for in the Consultant's price and schedule. In order to be entitled to any relief from a COVID-19 Condition, the Consultant must demonstrate that the issue, cost or delay is due to an Unknown COVID-19 Condition.

**3. Compliance with COVID-19 Proclamations.**

A. Consultant shall comply with COVID-19 Proclamations in the performance of the Services, irrespective of when the COVID-19 Proclamations are issued, and as they pertain to performance of the Services. The cost of such compliance is non-compensable, except as otherwise expressly stated herein.

B. Consultant is responsible to ensure that its subconsultants and suppliers comply with COVID-19 Proclamations at all times in connection with the performance of their Services.

**4. Delay.** The Consultant is entitled to a reasonable time extension for an Unknown COVID-19 Condition. Such time extension is non-compensable.

**5. City Directed Suspension.** The City may suspend Services due to COVID-19 health concerns, even though the Consultant may be allowed to proceed with the Services based on COVID-19 Proclamations. The City may suspend the Services for its convenience. The Consultant is entitled to a time extension for a City Directed Suspension, and the contract amount will be equitably adjusted if and to the extent Consultant incurs increased costs that are Unknown COVID-19 Costs.

**6. Compensation for COVID-19 Costs.** City will reimburse the Consultant for Unknown COVID-19 Costs that are not included in the schedule of values.

**7. Safe Work Practices.** Consultant shall implement safe work practices recommended by CDC or OSHA or Cal/OSHA, which may include, inter alia, screening all employees, subconsultants, or others (“worker(s)”) at all locations where Services are performed for signs and symptoms of COVID-19; adopting staggered work schedules, e.g., providing alternating workdays or extra shifts, to reduce the total number of employees on a site at any given time and to ensure physical distancing; identifying choke points where workers are forced to stand together, such as hallways and elevators, ingress and egress points, break areas, and buses, and implement policies to maintain social distancing; coordinating deliveries in line with the employer’s minimal contact and cleaning protocols; and instituting a rigorous housekeeping program to reduce dust levels at all exterior locations. Consultant remains fully responsible for following and complying with changes to recommended safe work practices from time to time.

**8. Monitoring and Reporting.** City may require the Consultant to actively monitor the health of its workers through temperature checks and questionnaires of major COVID-19 symptoms, including but not limited to cough, fever above 100.4 degrees Fahrenheit and shortness of breath. Consultant shall immediately report to City any outbreaks of COVID-19 among its workers. The Consultant shall not knowingly allow any worker who has tested positive with COVID-19 to enter a City building. In the event of an outbreak or an exposure to COVID-19, the City may impose appropriate mitigation strategies which may be in consultation with the public health officer.

**9. Conflicts.** In the event of an inconsistency between this COVID-19 Amendment and the Agreement, this Addendum shall control.

IN WITNESS WHEREOF, the City and Consultant have executed this Covid-19 Amendment as of the date set forth above.

CONSULTANT:

CITY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Print Name & Title



## Introduction

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### TAIT Company Summary

TAIT & Associates, Inc. began 57 years ago as a consulting engineering firm dedicated to quality design. TAIT & Associates, Inc. offers engineering services throughout the Western United States. Today, TAIT's environmental subsidiary called TAIT Environmental Services, Inc. (TAIT) offers a wide array of services including fuel system design, construction, testing, compliance, and management, as well as environmental services to clients nationwide. We offer a comprehensive solutions-oriented approach to our clients' needs. TAIT has offered fuel system design since 1964, and fuel equipment testing services since 1984.

Our core expertise is in petroleum storage tank facilities. In fact, we provide ongoing fuel system and environmental services at well over a thousand telecom, hospital, and utility sites nationwide. We take great pride in our work and understand that the operational reliability of these systems can be the difference between life and death. Our expertise enables us to overcome our clients' toughest challenges and has led to a remarkably high rate of repeat business with our existing client base. The TAIT team is uniquely qualified to present this work for the following reasons:

- TAIT understands the unique safety and operational requirements associated with both Aboveground Storage Tank (AST) and Underground Storage Tank (UST) facilities. We have recent experience at local airports, city fleet yards, and many more AST/UST facilities.
- TAIT is an ISO 9001 certified company. Our core expertise is in petroleum storage tank facilities. We have extensive experience with all aspects of fuel storage and dispensing systems, and a deep understanding of the ever-changing regulatory environment affecting the design and use of these systems. We are one of the only Fueling Design Companies in Southern California with a full time Regulatory Affairs Manager who interfaces with the Local CUPA's, local Air Quality Districts, and the local Fire Departments on a routine basis.
- TAIT is the Engineer/Fueling Designer of choice for challenging programs. We recently guided a Fortune 500 client through a California consent judgement that resulted in zero compliance deviations and the non-payment of a \$2.5M

- suspended penalty.
- TAIT has over 30 years of experience in fuel system construction and in conducting storage tank compliance testing. Tens of thousands of tests and inspections have been successfully completed at systems like those operated by Foster City.
  - TAIT has UST Specialists, Construction Supervisors, Designers, Licensed Geologists, Hydrogeologists, Registered Environmental Assessors, Lead and Asbestos Consultants, Health & Safety Professionals, Professional Engineers, and Regulatory Experts on staff which continues to be a trademark of the firm. Our unique combination of talent, scientific understanding and design philosophy has enabled TAIT to steadily grow and prosper.
- ❖ The purpose of this technical memorandum is to provide an assessment of the City's existing fuel systems and present alternatives that will alleviate deficiencies and achieve the City's site-specific goals. TAIT's unique qualifications will ensure that the alternatives address the City's needs while remaining cost-effective, and in compliance of all federal, state, and local regulations.

## SECTION 1 - EXECUTIVE SUMMARY

The City has an unleaded fuel system and a diesel fuel system in its Corporation Yard. The unleaded fuel system provides fuel for vehicles and equipment. The diesel fuel system provides fuel for vehicles, equipment, lagoon pump engines, and the Corporation Yard Emergency Generator. The unleaded fuel system was installed in the early 1990s and the diesel system was installed in the 1960s.

### **Unleaded Fuel System.**

The existing unleaded fuel system includes two 10,000-gallon, double-walled, fiberglass USTs and two fuel dispensers, located at the Lincoln Centre Drive entrance to the Corporation Yard.

It is recommended that a new unleaded fuel system be constructed at a new location (Alternative 3) in the Corporation Yard and the existing unleaded fuel system be removed.

Based on the condition assessment, the unleaded fuel dispensers, electrical system, and piping sumps above the USTs should be replaced as they are defective and have outlasted their useful life. It is recommended that the existing USTs be replaced at the same time as the other elements because the existing USTs will be out of warranty prior to the start of construction.

Construction of a new unleaded fuel system at a different location is recommended so the new fuel system can be placed in service prior to removing the existing fuel system which will eliminate any fuel service interruptions. Otherwise, the City/EMID would be required to fuel at an off-site location or have a third-party fuel provider fuel vehicle(s) on-site.

### **Diesel Fuel System.**

The existing diesel fuel system is located on the west side of the Lagoon Pump Station Building. The diesel fuel system includes two 5,000-gallon concrete ASTs, one fuel dispenser, and a 210-gallon day tank. The day tank provides fuel to the Lagoon Pump Engines and the Corporation Yard Emergency Generator, via an underground diesel supply line that runs across the yard.

It is recommended that a new diesel fuel system be constructed (Alternative 4). The new diesel fuel system would be comprised of (a) a new 10,000-gallon AST at a new location; (b) a new fuel dispenser at the same location as the existing fuel dispenser; and (c) a new 300-gallon day tank at the same location as the existing day tank in the Lagoon Pump Station Building. In lieu of replacing the existing fuel line between the

day tank and the Corporation Yard Emergency Generator, it is recommended that the existing fuel line be abandoned, and a new stand-alone, 6,500-gallon AST be installed for the Corporation Yard Emergency Generator as part of the Emergency Generator Replacement Project (FY 2021-2022).

**NOTE:** There would be a significant cost savings to include this work with the installation of Alternative 3 (if chosen by the City), to install the new 6,500-gallon (Emergency Generator Supportive) Diesel AST at this time to avoid separate planning, permitting, engineering & mobilization costs of a separate project.

The condition assessment concluded that the existing diesel fuel system should be replaced in its entirety as the entire fuel system has outlasted its useful life and the ASTs, day tank, and underground piping lack the required and/or appropriate secondary containment.

Because the new diesel fuel dispenser and day tank will be installed at or near the location of the existing dispenser and day tank, respectively, the City/EMID will likely experience short diesel fuel service interruptions. A temporary diesel fuel source will likely be required during a short period during construction. Construction related to the fuel supply to the lagoon pump engines should take place outside of the wet season.

## **SECTION 2 - CONDITION ASSESSMENTS**

### **EXISTING UNLEADED FUEL SYSTEM**

**Description.** The unleaded fuel system includes two 10,000-gallon USTs and two fuel dispensers. It is located at the entrance to the Corporation Yard on Lincoln Centre Drive. The system was installed in the early 1990s. The system has outdated fuel dispensers and an electrical system requiring replacement.

**Existing Fuel Dispensers.** The existing fuel dispensers (Tokheim) are no longer supported by the industry with respect to replacement parts. Certain replacement parts can be found, however any parts found would most likely be used parts and may not meet current industry standards as to their condition for continued use. Finding used parts is also a frustrating process and wastes valuable time. It is recommended that the fuel dispensers be replaced.

**Existing Under Dispenser Containment (UDC).** The existing UDCs are exceedingly small and do not meet the current fuel dispenser footprints requirements. If the existing dispensers are replaced, it is recommended that the UDCs be replaced with

new UDCs that are appropriately sized for the new dispenser.

If the UDCs are not replaced and the new dispensers are installed, new adaptor frames are required to marry the new dispenser with the old UDCs. Also, the depth and small opening of the existing UDCs would hinder maintenance and/or installation of new flex lines, impact valves and sensors for the new dispenser, which is not recommended.

**Existing Under Dispenser Containment Monitoring.** Boudreaux wireless sensors are installed in the existing UDCs. Wireless liquid sensor systems are highly subject to interference from other wireless systems, communication systems, or noise filled electrical systems and are not reliable. Also, the sensors installed are no longer industry supported. It is recommended that the existing underground containment monitoring system be replaced with a hard wired UDC monitoring system.

There appears to be an inadequate number or size of conduits from the existing Veeder Root Console in the office building to the fuel island. The Boudreaux sensors were apparently added later from the original installation date due to regulatory requirements by the State of California Water Resources Control Board or Title 23; however, the manufacturer no longer exists, and the product is no longer supported.

**Existing Electrical Supply System.** The existing electrical system is comprised of a 120 VAC system. The emergency shut off for the electrical system is inadequate to shut down the existing 120-VAC supply to the existing fuel dispensers.

The existing electrical system will not support new fuel dispensers. The existing fuel dispensers are suction type and have ½ HP motors installed to run the pumping units. New fuel dispensers have fuel pumps equipped with 1 HP motors that require larger wiring and in most cases 220-VAC supply.

**Piping Sumps at USTs.** On top of each UST is a piping sump that terminates the product piping between the fuel dispenser UDC and the UST itself. The piping sumps had water present in them at time of inspection and after speaking with site personnel, the sumps have water pumped out several times per week. This indicates that the site may not pass the required Tri-Annual SB-989 testing. Water is being removed in the piping sumps even when no rain events have occurred. This is likely due to worn out piping and/or electrical penetrations into the existing piping sumps and is due to ground water leaking in through these same penetrations. There could also be cracks in the existing piping sumps. It is recommended that the piping sumps be rehabilitated or replaced.

**Existing Underground Storage Tanks (USTs).** Most steel and fiberglass USTs come with a 30-year warranty. The two 10,000-gallon fiberglass tanks were installed in 1992, 29 years ago. The USTs will soon be out of warranty.

The salt water and tidal surges have the biggest effect on the USTs simply due to water pushing on and then flowing out and away from the USTs. The fact the tanks are fiberglass suggest the water table would have far more effect on this type of UST compared to a steel tank which has much less flex but would be subject to corrosion.

Based on the review of the annual monitoring certifications, there appears to be no reason to suspect the current USTs are leaking or ground water is leaking into the USTs.

After a review of federal, state, and local requirements, there appears to be no regulatory drivers that require replacement of the existing USTs.

The unleaded fuel system appears to meet all Federal requirements for *(SPCC Plan 40CFR Part 112) requirements. State requirements (Title 23); and local Fire Code laws (2305.3 Fire Extinguishers) (2303.2 Emergency Stop Switches) (2305.2.3 Dispensing Devices) (2305.3 Spill Control) (2304.3.2 Dispensers 2306.7)(2304.3.3 Emergency Controls) (2304.3.4 Operating Instructions) (2304.3.5 Emergency Procedures) (2304.3.6 Communications) (2304.3.7 Quantity Limits) (2305.6 Warning Signs) (2306.7.7.1 Leak Detection) (2306.7.7 Remote Pumping) (2306.7.9.2.2 Location - Vapor Processing) (5704.2.3.2 Label or Placard) (5704.2.9.7.5.1 Information Signs.*

## **EXISTING DIESEL FUEL SYSTEM**

**Description.** The existing Diesel Fuel System is comprised of two 5,000-gallon concrete ASTs supported in a concrete vault immediately adjacent to the Lagoon Pump Station Building. The tanks supply fuel to one fuel dispenser and a 210-gallon day tank inside the Lagoon Pump Station Building. The day tank supplies fuel to the lagoon pump engines and the Corporation Yard Emergency Generator.

**Existing Fuel Dispenser.** The existing fuel system fuel dispenser (Tokheim) is no longer supported by industry with respect to replacement parts. Certain replacement parts can be found, however any parts found would most likely be used parts and may not meet current industry standards as to their condition for continued use. Finding used parts is also a frustrating process and wastes valuable time. It is recommended that the fuel dispenser be replaced.

**Existing Aboveground Storage Tanks.** The two 5,000-gallon, concrete, single-wall ASTs are supported above the floor of an in-ground concrete vault which is located on the west wall of the Lagoon Pump Station. The tanks were installed in the early 1960s and have outlasted their useful life. The only access to the bottom of the vault is provided by an unsecured ladder.

The vault originally had a flush mounted top and the fuel tanks were considered USTs. Due to regulatory requirement changes, the lid was removed, and an open-air canopy was constructed so the tanks would be visible, and the tanks were re-classified as ASTs. The open-air canopy allows rain to enter the vault. Groundwater and/or rainwater must be removed from the bottom of the vault regularly. Any water in the vault would trigger fuel spill sensors.

The existing system lacks secondary containment for fuel leaks. When the water table is high, groundwater infiltrates the concrete vault, therefore, it is apparent the concrete vault is not adequate secondary containment for the fuel spills from the diesel tanks.

**Day Tank.** A 210-gallon single-wall day tank was installed in the early 1960s in the Lagoon Pump Station Building and has outlasted its useful life. The two 5,000-gallon diesel fuel tanks feed fuel to the day tank which feeds fuel to (a) the lagoon pump engines used to pump water from the lagoon to the bay and (b) the Corporation Yard Emergency Generator which is located across the yard.

The day tank does not have secondary containment. Using the building as a form of secondary containment would not meet the Aboveground Petroleum Storage Act (APSA) for the simple fact that the building cannot hold a diesel spill. Spills from the existing day tank would flow outside the building to lagoon or parking/storage area.

It is recommended that the existing day tank and piping be replaced with a new 300-gallon day tank, associated piping, and appropriate secondary containment.

**Underground Diesel Supply Line between Day Tank and Corporation Yard Emergency Generator.** The underground diesel supply line is part of the diesel fuel system that provides fuel from the day tank to the Corporation Yard Emergency Generator. This line crosses the yard from the southwest corner of the Lagoon Pump Station Building to the Corporation Yard Emergency Generator.

The existing 2" supply line secondary containment pipe is full of groundwater and does not provide the required secondary containment of a leak in the primary pipe. The conclusion was based on visual inspection when the leak monitoring sensor was removed. It is highly likely that both the Veeder Root TLS-250 Leak Monitoring

Console and the leak monitoring sensor are inoperable.

The product line to the Corporation Yard Emergency Generator should either be removed, or triple rinsed, filled with foam, and closed permanently. Removing the line is possible, however, there is a high chance of damaging other underground utilities given all underground utilities that cross the Corporation Yard. Therefore, it is recommended that the primary and secondary pipes be triple rinsed and filled with foam if allowed by the CUPA.

Rather than install a new underground supply line from the day tank to the Corporation Yard Emergency Generator, it is recommended that a stand-alone, diesel AST be installed as part of the Emergency Generator Replacement Project (FY 2021-2022) as a new emergency generator will be installed as part of the contract.

## SECTION 3 – REPLACEMENT ALTERNATIVES

### ALTERNATIVES – GENERAL

The following alternatives for the replacement of facilities were considered:

- **Alternative No.1** – Reconstruct the “top” of existing unleaded UST fuel system at its current location. (existing USTs to remain)
- **Alternative No. 2** – Reconstruct existing unleaded UST fuel system at its current location. (existing USTs to be replaced)
- **Alternative No. 3** – Construct a new unleaded fuel system at a new location in the Corporation Yard and remove the existing fuel system.
- **Alternative 3A** Existing Unleaded UST Removal – Stand Alone Cost Associated with Alternative 3 and would be completed after Alternative 3 was completed.
- **Alternative No. 4** – Install the new diesel fuel system northwest of Lagoon Pump Station and remove the existing diesel fuel system. A new dispenser will be installed at or near the location of the existing dispenser.

All alternatives include a canopy over the fueling operations portion of the fuel systems to comply with the State of California Water Run Off Regulations. (Resolution No. 2013-0032)

As part of this study, placing new unleaded and diesel fuel systems west of the Lagoon Pump Station was considered; however, the alternative was not pursued due to the insufficient space for proper traffic circulation to safely access the unleaded and



diesel dispensers.

As part of this study, the installation of a new stand-alone, diesel fuel AST for the Corporation Yard Emergency Generator was considered. According to City Staff, the new AST would store enough fuel to allow for the Emergency Generator to operate for 168 hours or seven days without commercial power. Based on the existing Emergency Generator's fuel usage of 36-gallons per hour x 168 hours equals a 6,500-gallon AST. Because the existing emergency generator will be replaced with a more fuel-efficient emergency generator as part of the Emergency Generator Replacement Project (FY 2021-2022), the AST will likely be smaller. It is understood that the City intends to include a stand-alone, diesel AST in the Emergency Generator Replacement Project (FY 2021-2022).

### **ALTERNATIVE NO. 1 – RECONSTRUCT “TOP” OF EXISTING UNLEADED UST FUEL SYSTEM AT ITS CURRENT LOCATION**

**Description.** Alternative No. 1 replaces the “top” of the existing unleaded fuel system, which includes the concrete tank top, UST piping and sumps, dispensers, and electrical system. Also, a canopy & footings would be installed over the new fuel dispensing area.

**NOTE:** During construction, the Lincoln Centre Drive entrance to the Corporation Yard will be blocked. The City/EMID will need an alternative vehicle fueling arrangement during construction.

#### **Scope of Work**

- Construction
  - Remove the concrete pad over the USTs.
  - Install spread footing and a single post canopy over the fuel dispensers.
  - Replace the tank top components, e.g., product piping, vent piping, and UDCs.
  - Replace fuel dispensers (Suction Type).
  - Add a NEMA 3R enclosure just inside the secure fence to house the following – (a) new fuel sub-panel fed from the existing sub-panel inside the office building; An emergency shut off system (relays or contactors); new fuel management system; phone line for both the fuel management and one new remote overfills alarm system facing the existing fill buckets.

This work can be completed without having to install vacuum, pressure, and/or hydrostatic (VPH) monitoring on the secondary product piping or wet annular type

monitoring of the UST annular spaces. This would also allow for all high and low voltage wiring to be located between the NEMA 3R enclosure and the fuel system itself with no required trenching into the administration building.

**Budget Estimate**

The estimated budget to remove the tank top and upgrade the system as described above, including new components, materials, equipment, labor, per diem, permitting, inspections and final testing:

Item	Budget Amount
Design & Construction Support (35%)	\$50,000
Construction	\$415,000
Construction Management (15%)	\$65,000
Miscellaneous Expenses	\$5,000
<b>Subtotal</b>	<b>\$535,000</b>
Project Contingency (35%)	\$187,250
<b>Project Budget</b>	<b>\$722,250</b>

**ALTERNATIVE NO. 2 – CONSTRUCT A NEW UNDERGROUND UNLEADED FUEL SYSTEM AT THE CURRENT LOCATION OF THE EXISTING UNLEADED FUEL SYSTEM**

**Description.** Alternative No. 2 includes removing the existing unleaded fuel system, including the existing USTs, and constructing a new unleaded fuel system in the same location.

During construction, the Lincoln Centre Drive entrance to the Corporation Yard will be blocked. The City/EMID will need to have an alternative vehicle fueling arrangement during construction.

**Scope of Work**

- **Construction**
  - Install Shoring System
  - Excavate Tank Hole

- Remove Existing USTs and Related Electrical Systems
- Protect on Site all excavated Pea Gravel for Reuse
- Water and Soil Sampling with Full Stamped Soils Report
- New USTs
- Reinstall Pea Gravel backfill
- Remove Shoring System
- ELD Testing

### Budget Estimate

Item	Budget Amount
Design & Construction Support (25%)	\$100,000
Construction	\$996,000
Construction Management (10%)	100,000
Miscellaneous Expenses	\$15,000
<b>Subtotal</b>	<b>\$1,211,000</b>
Project Contingency (35%)	\$424,000
<b>Project Budget</b>	<b>\$1,635,000</b>

**ALTERNATIVE NO. 3 – CONSTRUCT A NEW UNLEADED FUEL SYSTEM BETWEEN THE VEHICLE MAINTENANCE FACILITY AND THE CORPORATION YARD EMERGENCY GENERATOR AND REMOVE THE EXISTING UNLEADED FUEL SYSTEM**

**Description.** Alternative No. 3 includes constructing a new unleaded fuel system between the Vehicle Maintenance Facility and the Corporation Yard Emergency Generator and removing the existing unleaded fuel system after the new system is operational.

During the removal of the existing fuel system, the Lincoln Centre Drive entrance to the Corporation Yard will be blocked. The City/EMID will not need to have an alternative vehicle fueling arrangement during construction as the existing unleaded fuel system would be removed after the new fuel unleaded fuel system is operational.

## **Scope of Work**

### **New Unleaded Fuel ASTs between Vehicle Maintenance Facility and Corporation Yard Emergency Generator**

- Excavate and install new AST concrete pads
- Two (2) new 10,000-gallon unleaded fuel ASTs
- Fall protection – stair platform
- Two (2) gas (Suction Type) fuel dispensers
- Fuel management system
- Leak detection system
- Canopy over fuel dispensing only

Install two new unleaded 10,000-gallon ASTs, two new fuel dispensers, and related supportive systems. Power will come from the Vehicle Maintenance Facility with the installation of a NEMA 3R Enclosure to house following the components: fuel system electrical sub-panel, existing tank monitor, phone and or Cat 5, E-stop relays, or contactors, and a system remote overfill alarm mounted where fuel system delivery driver can see and hear the alarm.

To take the place of the existing underground piping from the two existing diesel ASTs at the rear of the Lagoon Pump Building, TAIT recommends installing one new diesel 6,500-gallon AST just to the east of the proposed unleaded ASTs. This AST would support the Corporation Yard Emergency Generator. This EG burns 36 gallons of diesel per hour.

- Construction
  - Saw-cut and remove the existing asphalt in the AST area and install grounding and two (2) seismically engineered concrete pads.
  - Install canopy footings.
  - Install two (2) 10,000-gallon unleaded ASTs with stair platform fall protection systems.
  - Core drill existing asphalt for the required bollard installation.
  - Saw-cut and remove asphalt from the work area along the north wall to the side of the maintenance shop for electrical supply conduits.
  - Install NEMA 3R enclosure outside of the Vehicle Maintenance Facility facing the ASTs.
  - Install two (2) surface mounted UDCs in front of ASTs, respectively 26” away from ASTs.

- Install two (2) RDR suction type fuel dispensers – this narrative assumes Phase II exemption.
- Install complete electrical system.
- Install complete tank monitor system.
- Install complete fuel management system
- Install complete canopy and install VR remote overfill alarm on canopy stanchion.

### Budget Estimate

Item	Budget Amount
Design & Construction Support (25%)	\$100,000
Construction	\$950,000
Construction Management (10%)	\$95,000
Miscellaneous Expenses	\$15,000
Subtotal	<b>\$1,160,000</b>
Project Contingency (35%)	\$406,000
<b>Project Budget</b>	<b>\$1,566,000</b>

### ALTERNATIVE NO. 3A – EXISTING UNLEADED UST REMOVAL

**Description** Required Scope of Work to be associated with Alternative 3 and would be completed after Alternative 3 was completed.

#### Scope of Work

- Construction
  - Secure high/low voltage electrical.
  - Saw-Cut remove existing concrete pad over UST, fuel dispensers and island.
  - Install engineered shoring system.
  - Remove fuel island components.
  - Secure soil samples
  - Backfill with existing pea gravel and import fresh class II base rock
  - Finish with new Asphalt
  - Restripe parking area

#### Budget Estimate

Item	Budget Amount
Design & Construction Support (25%)	\$100,000
Construction	\$245,000
Construction Management (10%)	\$25,000
Miscellaneous Expenses	\$20,000
Subtotal	<b>\$390,000</b>
Project Contingency (35%)	\$137,000
<b>Project Budget</b>	<b>\$527,000</b>

**ALTERNATIVE NO. 4 – CONSTRUCT A NEW DIESEL FUEL SYSTEM AT A NEW LOCATION IN THE CORPORATION YARD AND REMOVE THE EXISTING DIESEL FUEL SYSTEM**

**Description.** Alternative No. 4 includes constructing a new diesel fuel system and removing the existing diesel fuel system on the west side of the Lagoon Pump Station Building.

The City/EMID will need an alternative vehicle fueling arrangement during construction as the existing diesel fuel system will be removed for a period.

**Scope of Work**

- Construction
  - Remove two (2) 5,000-gallon concrete diesel ASTs from vault.
  - Remove wall around top of vault, to be even with existing grade.
  - Back fill vault with Caltrans Class II base rock.
  - Install seismically engineered AST concrete pad.
  - Install one (1) new 10,000-gallon diesel AST to supply the diesel fuel dispenser and the new 300-gallon day tank which supplies fuel to the emergency pumps in the Lagoon Pump Station.
  - Trench to existing diesel fuel dispenser and remove replace the product line, high and low electrical conduits.
  - Remove/replace day tank
  - Remove/replace one (1) UDC.
  - Remove/replace one (1) diesel fuel dispenser.
  - Remove/replace fuel management system.
  - Install single post canopy over fueling area.



## Budget Estimate

Item	Budget Amount
Design & Construction Support (25%)	\$100,000
Construction	\$1,000,000
Construction Management (10%)	\$100,000
Miscellaneous Expenses	\$30,000
Subtotal	<b>\$1,130,000</b>
Project Contingency (35%)	\$400,000
<b>Project Budget</b>	<b>\$1,530,000</b>

### SECTION 4 – VAPOR RECOVERY SYSTEMS

The State of California requires vapor recovery systems on unleaded fuel storage tanks to reduce hydrocarbon emissions into the atmosphere. There are two types of vapor recovery systems installed on unleaded fuel systems.

A Phase One Vapor Recovery System will be installed on the unleaded ASTs pursuant to Title 23 of the California Code of Regulations.

We recommend that the City continue its practice of obtaining exemptions from installing the Phase II recovery system and omit a Phase II recovery system from the new unleaded fuel system. We understand that the City's unleaded fuel system is only utilized by City vehicles; the City's vehicles have modern vapor recovery systems, known as, onboard refueling vapor recovery (ORVR) systems; and the City has been exempted by the AQMD from installing the Phase II Vapor Recovery System on the proposed existing unleaded fuel system. For comparison, public gas stations are required to install Phase II recovery systems.

### SECTION 5 – GROUND WATER PERMITTING

During the project's design phase, the City should task its Design Consultant with sampling of soils and water and preparing a soils report. The soils report will perform an assessment of the soils and water that will likely be encountered during construction. The report will help to determine if the soil or water that will be

encountered during construction, contain contaminants.

The information regarding the contaminant levels in the water will be used to determine where to dispose of the water from the dewatering excavations. As part of the Alternative 2 and 3, the construction contractor will dewater the excavation for removing the existing USTs (Alternatives 2 and 3) and installing new USTs (Alternative 3). Where the water will be discharged will determine construction contract requirements and the permits to be obtained by the City and/or the construction contractor.

Depending on the levels of contamination in the water, the water may be disposed of in the sanitary sewer system which requires a wastewater discharge permit for the City of San Mateo; in the storm drain system which requires a permit from the State Water Board, or off hauled and disposed elsewhere.

The time to obtain permits varies greatly. We recommend that the City obtain any permits required by the State prior to issuing a call for bids.

## **SECTION 6 – SOIL REMEDIATION**

It is recommended that the Design Consultant interface with the San Mateo County Environmental Health Certified Unified Program Agency (CUPA) to review the findings in the soil report and State's Department of Toxic Substance Control local and water sampling to determine if fuel has leached from the existing fuel system into the surrounding soil.

- All budget alternatives include soil and water sampling, analytical analysis, chain of custody, mapping and a final stamped soils report as required by new work and will be delivered to the City as well as the CUPA for review and final acknowledgement from the State as to its findings.

### **Notes to Ground Water Permitting**

Foster City is located along the western side of San Francisco Bay. Groundwater levels in the city range from less than five feet Below Ground Surface (Bgs) to approximately 20 feet Bgs. Due to the proximity of the site to the bay, it is likely that groundwater levels at the site are less than 10 feet Bgs. Excavation of the 10,000-gallon underground storage tanks (USTs) will extend to an approximate depth of at least 13 feet Bgs and will likely be below the groundwater level at the site. This situation will require dewatering on the excavation during the UST removal and soil/groundwater assessment sampling related to the UST removal.

To assess the dewatering methodology used at the site, TAIT will utilize a



subcontractor to initially complete a direct-push soil boring to a depth of 20 feet Bgs in the immediate area of the USTs to assess the following:

- Soil lithology and depth to groundwater around the USTs. The lithology of the soils will determine whether wellpoint or sump pumping methodology is best for dewatering the excavation.
- Collect a groundwater sample for analyses by a laboratory to determine the disposal method of the water removed from the excavation.

Based on soil assessments on nearby properties around the site, the soils beneath the site consist of sands, silts, and clays. An initial soil boring will determine the soil lithology in the immediate area of the USTs and the actual depth to groundwater. The recharge rate of the groundwater can be tested in this boring. If the recharge rate is high, then a wellpoint system of individual groundwater extraction borings can be located around the perimeter of the UST area to dewater the excavation during the UST removal. If the recharge rate is low, then dewatering may be necessary by sump pumping methodology of removing water directly from the excavation during UST removal. It is also possible that a combination of wellpoint and sump pumping may be required to adequately dewater the excavation.

Analysis of the groundwater collected from the boring will be critical to determine the best methodology of disposing of the groundwater. Analytical methods will be completed in accordance with state and local requirements. If the groundwater is acceptable for discharge into the sewer or storm drain discharge, permits to allow for discharge will be submitted to the appropriate agencies. If the groundwater is determined to be contaminated, then it will be required to be stored on site prior to transportation and disposal to an approved disposal facility following dewatering procedures.

Prior to completion of any soil borings at the site and geophysical survey should be completed to accurately outline the area of the tanks and associated piping.

### **Soil Sampling Permitting**

The San Mateo County Environmental Health Services, Hazardous Materials Program (County EHS) is the Certified Unified Program Agency (CUPA) for Foster City, and it will be the oversight agency for any required soil/groundwater assessment sampling and remediation related to the petroleum underground storage tanks (USTs). During the permitting of removal and replacement of USTs and associated piping and dispensers, the County EHS may require soil and/or groundwater assessment sampling of the areas beneath the USTs, piping, and dispensers. Sampling locations and numbers of samples will be determined in advance by County EHS and will be completed under the regulatory oversight of the County EHS according to County EHS

requirements. Sample analyses will be dependent upon the fuel historically stored in the USTs and will follow the “Recommended Minimum Verification Analyses” (Revision 08/29/2019) requirements of County EHS.

Waste Oil or Unknown Fuel, and Hydraulic Lifts	TPH as motor oil, hydraulic oil	EPA 8015 (quantified to standard that best matches)
	BTEX, Fuel Oxygenates, naphthalene, Chlorinated Hydrocarbons, and Ethanol; (deepest soil sample or water sample only) Add Lead and Lead Scavengers for tanks and lifts older than 1992	EPA 8260B/C
	SVOCs for PCBs and PAHs	EPA 8270
	Metals: Cd, Cr, Pb, Zn, Ni (soil only)	WET, EPA 6010 or 6020 (ICAP) or EPA 7000 series (AA)
Dry Cleaning Substance	TPH as Stoddard Solvent	EPA 8015
	Chlorinated Hydrocarbons	EPA 8260B/C

BTEX = Benzene, Toluene, Ethylbenzene, and total Xylenes

Fuel Oxygenates = Methyl tert-Butyl Ether (MTBE), tert-Butyl Alcohol (TBA), di-Isopropyl Ether (DIPE), tert-Amyl Methyl Ether (TAME)

Lead Scavengers = Ethyl tert-Butyl Ether (ETBE), 1,2-Dibromoethane (EDB), 1,2-Dichloroethane (EDC) Chlorinated Hydrocarbons: Tetrachloroethane (PCE), Trichloroethene (TCE), cis-1,2-Dichloroethene, trans-1,2- Dichloroethene, and Vinyl Chloride.

PCBs = Polychlorinated Biphenyls

PAHs = Polyaromatic Hydrocarbons, 16 priority pollutant PAHs as defined in [LUFT Manual](#)

WET=Waste Extraction Test method as described in the CCR, Title 22, Division 4.5, Chapter 11

If it is determined that excavated soils can be reused as backfill for the UST excavation at the site, soil samples will be collected from the soil stockpile in accordance with the “Characterization and Reuse of Petroleum Hydrocarbon Impacted Soil” (Revision 09/05/2019) requirements of County EHS.

Soil and/or groundwater assessment sampling during the UST, piping, and dispenser removal phase of the project will be completed by an experienced Tait technician under the direct oversight of a California Professional Geologist.

The Professional Geologist will complete, sign, and certify any sampling/tank closure reports required by the County EHS.

Subsequent soil assessment/remediation in the UST/piping/dispenser area may be required based on the results of the assessment sampling during the UST, piping, and dispenser removal phase of the project. The County EHS will determine whether additional assessment is required or if soil and/or groundwater remediation is necessary. Additional assessment, if required may necessitate the use of subsurface investigation techniques using a drill rig and the installation of groundwater monitoring wells. The extent and type of assessment/remediation required, if any, will be determined in consultation with the County EHS following completion of the initial sampling during the UST, piping, and dispenser removal phase of the project.

## **SECTION 7 – FUEL MANAGEMENT SYSTEMS FOR MONITORING AND TRACKING FUEL LEVELS AND USE**

Fuel Management Systems are electronic instrumentation that provides real time monitoring of each fueling transaction, fuel inventory, and fuel system diagnostics.

The systems can track and generate reports for fuel usage by agency, department, and/or vehicle. The level of fuel in the storage tank can also be monitored and alarms can be set for low level so fuel can be ordered when needed. Most systems require network connections to each device and three IP addresses to configure.

## **SECTION 8 – CITY PLANNING DEPARTMENT**

TAIT would recommend that the City complete design and create a final project plan set to submit to the City Planning Department to secure Planning approval prior to publicly announcing the RFP. This is a complicated project, and in our experience, it would be difficult to obtain cost effective bids on a design build basis. Locking down the scope of work, and planning and other regulatory requirements should allow contractors to provide the most competitive proposals. This approved plan set can then be used by the GC awarded the project to submit for construction permits.

TAIT has the team available for preparation of the design plans and coordination with the agencies to obtain approvals prior to putting this project out to bid. Tait can also assist the City by providing construction oversight, if needed, and would also file weekly reports to the City as to project status, safety procedures etc.