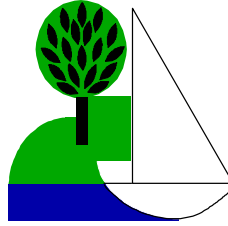


ESTERO MUNICIPAL IMPROVEMENT DISTRICT



**REQUEST FOR PROPOSAL
FOR PROFESSIONAL ENGINEERING SERVICES**

**WATER DISTRIBUTION SYSTEM MASTER PLAN STUDY (CIP 405-668)
AND
WASTEWATER COLLECTION SYSTEM MASTER PLAN STUDY (CIP 455-662)**

PROPOSAL DUE: Tuesday – March 7, 2017 (2:00 PM)

RETURN PROPOSAL TO:

Lawrence Tam
Estero Municipal Improvement District
Public Works Engineering Department
610 Foster City Blvd.
Foster City, CA 94404
(650) 286-3270

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**REQUEST FOR PROPOSAL
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**WATER DISTRIBUTION SYSTEM MASTER PLAN STUDY (CIP 405-668)
AND
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Section I. INTRODUCTION

The Estero Municipal Improvement District (EMID) is requesting proposals (RFP) from qualified engineering firms to provide professional engineering services for both the Water Distribution System Master Plan Study and the Wastewater Collection System Master Plan Study. At the conclusion of each of the studies, a prioritized Capital Improvement Project Plan (CIP) with detail descriptions and cost estimates shall be prepared for a 20-year period based on the findings.

The goal is to develop a comprehensive Water Distribution System Master Plan and a Wastewater Collection System Master Plan that identifies strategies for planning, budgeting, maintaining, and improving EMID's water and wastewater systems based on current demands, future growth, and emergency situations.

Consultant may submit proposals for one or both Master Plan Studies. Consultant is free to include any tasks they believe are important and should be part of the study. EMID may select one or two firm(s) to develop both Master Plan Studies.

Tentative Schedule

| <u>Event</u> | <u>Date</u> |
|---------------------|----------------------|
| • RFP Issued | February 7, 2017 |
| • Proposals Due | March 7, 2017 @ 2 PM |
| • Award Contract | April 17, 2017 |
| • Notice to Proceed | April 18, 2017 |

Section II. GENERAL INFORMATION

Water Distribution System Master Plan Study (CIP 405-668):

EMID's water distribution system was constructed in the early 1960's and provides water to approximately 36,000 residents. From the San Francisco Public Utilities Commission (SFPUC) Regional Water System, water enters the EMID distribution system through a single 24-inch transmission line connected to the SFPUC's 54-inch main, Crystal Springs Pipeline No. 2. Four water storage tanks located at the District's Corporation Yard provide a total of twenty million gallons of supply storage for peak use periods and firefighting needs.

EMID currently has an active Capital Improvement Program (CIP) to replace/improve water valves, water meters, water pumps, and water tanks. The District's 5-year CIP plan can be found in **Attachment B**.

The goal of the Water Distribution System Master Plan Study is to document existing facilities, identify deficiencies, develop efficient maintenance and operational procedures, and prepare a long range 20-year CIP plan and funding approach to allow a sustainable level of service. The Master Plan shall address all physical facilities including the distribution system, pumping stations, and storage facilities. The selected consultant shall provide the full range of services to develop the master plan study as described herein.

Wastewater Collection System Master Plan Study (CIP 455-662):

EMID's wastewater infrastructure system was constructed in the early 1960's. In 1993, Harris Consultants, Inc. completed the Sewer Force Main Master Plan and Inspection Program report (Harris Report) for the District. The Harris Report can be found at the following link: <https://goo.gl/eL4rLa>. The wastewater system consists of nearly 62 miles of gravity sewer lines, 10 miles of force mains, and 49 pump stations. All sewage flows are ultimately conveyed to the San Mateo Wastewater Treatment Plan (WWTP), which is jointly owned by the District and the City of San Mateo (San Mateo) through a Joint Powers Agreement (JPA). The WWTP is currently undergoing major repairs and construction is being administered by the City of San Mateo.

The District currently has an active CIP to replace/rehabilitate/improve the sanitary sewer gravity sewer lines, force mains, and lift stations. The District's 5-Year CIP plan can be found in **Attachment B**.

The Wastewater Collection System Master Plan Study's goal is to evaluate the system-wide flow characteristics, assess existing hydraulic capacity of the collection system, including gravity sewers, force mains, and lift stations, evaluate pipeline and lift station condition and potential replacement and/or rehabilitation needs, and create a prioritized 20-Year CIP plan and funding approach to allow a sustainable level of service to the District's ratepayers. The selected consultant shall provide the full range of services to develop the master plan study as described herein.

Section III. PROPOSAL CONTENTS

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

The cover letter should not exceed one page. As an appendix, provide resumes for the proposed project and sub-consulting teams, if any. Do not submit additional information.

Proposals should be bound with numbered tabs identifying each section herein specified.

Failure to comply with these requirements may be cause for your proposal to be considered non-responsive.

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

A. Executive Summary

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

B. Project Approach

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

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

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

C. Consultant Firm Qualifications and Experience

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

- (1) Legal name of firm.
- (2) Location(s) and telephone number(s).
- (3) Name of parent company, if any.
- (4) Date firm established.
- (5) Type of organization (partnership, corporation, etc.) and where

- incorporated, if applicable.
- (6) Current size of firm and size variation during the past five years including size of office doing work locally.
 - (7) Firm organization chart.
 - (8) Names and resumes of firm's officers, principals and other key personnel.
 - (9) Current commitments to other projects to confirm Consultant's ability to commit resources including personnel to subject project.
 - (10) List of contracts terminated for convenience or default within the past three years, if any. Include contract value, description of work, client's name and telephone number, and bonding company.
 - (11) Additional pertinent information to aid the EMID in assessing Consultant's qualifications and experience.

Proposed Project Team describing key personnel and qualifications:

- (13) Organization chart showing the proposed relationship among key personnel for the project, and any sub-consultants.
- (14) Name, position, summary of qualifications and related experience, and proposed responsibility of the project manager and key personnel on the proposed project team.
- (15) Proposed plan for quality and cost control to enhance the service and responsiveness to project needs.

D. Related Projects

Provide sample projects that the proposed project team has worked on together. Projects that are similar to development of water and/or wastewater master plans preferred. A brief description of projects for which the Consultant has provided similar service during the past five years including the following information:

- a. Client reference(s)
- b. Project description including total project cost and location
- c. Description of services provided
- d. Total value of services provided
- e. Budget performance
- f. Schedule performance
- g. Key personnel involved
- h. Sub-consultants employed

E. Compensation

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

A fee will be negotiated with the selected Consultant as described in Section V,

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

The Consultant shall submit a cost proposal based on the tasks in **Attachment A: Draft Scope of Services**. The Consultant shall provide a spreadsheet identifying personnel, hourly rates, project responsibilities, and estimated time expected for each task. The budget for each task must be presented as a not-to-exceed, with all overhead/expenses included in the cost proposal. Optional tasks should be included as separate line items in the cost proposal. The District shall retain the right to eliminate or modify the tasks included in **Attachment A: Draft Scope of Services**.

F. Standard Terms and Conditions

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

G. Proposal Submittal Procedure

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

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

Lawrence Tam
Estero Municipal Improvement District
Public Works Engineering Department

610 Foster City Blvd.
Foster City, CA 94404

- (4) The proposal(s) shall be received at the above address no later than **Tuesday, March 7, 2017 at 2:00 PM**. If EMID chooses to hold interviews as part of the selection process, EMID shall notify consultants approximately two (2) weeks after receiving proposals.
- (5) Questions pertaining to the RFP, the Scope of Services or the Consultant's proposal(s) should be addressed to Lawrence Tam, Project Manager, at (650) 286-3270.

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

A. Scope of Services:

A general draft scope of services is given in **Attachment A**. A detailed Scope of Services will be developed during negotiations. The scope of services presented herein is based upon providing consulting engineering services to develop master plans for EMID's water distribution system and/or wastewater collection system. EMID reserves the right to enter into agreements for none, a portion, modified portions, or all of the work listed in this Request for Proposal. EMID also reserves the right to reject all proposals. Separate proposals shall be submitted for each Master Plan Study. EMID also reserves the right to award both Master Plan Studies to one or two firms.

B. Schedule of Performance and Management and Project Controls:

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

Section V. SELECTION CRITERIA

Principle criteria used to evaluate proposals will include the following:

- A. Experience/Qualifications: Provide Firm's experience on similar size projects in the last five years; provide experience of key personnel assigned to the project, and list key team members who will be assigned to the project for its full duration.
- B. Personnel Assigned: The Project Manager and associated personnel should have applicable experience in the development of water and/or wastewater system master plans.
- C. Quality Control: Provide a detailed description of your firm's methods of quality

control procedures and system checks in completing the project.

- D. References: Three references should be provided with the names, titles, addresses, and telephone numbers. The relevant work performed for each reference should be described.
- E. Proposed Schedule of Performance and Management and Project Controls (see **Attachment C**): Provide a proposed project schedule showing key milestones and critical points of input from the EMID. Consultant shall assume a Notice-to-Proceed date of April 18, 2017 in assembling their proposed schedule.

In addition, the selected firm will be further evaluated on the clarity and relevance of information presented. Interviews may be scheduled as part of the evaluation process. After final evaluation, a contract will be negotiated with the highest ranked consultant who in the EMID's sole judgment, best meets the qualification criteria. If the highest ranked consultant and the EMID cannot reach agreement in the negotiations, the EMID may terminate negotiations and, at its option, negotiate with the next ranked consultant. The EMID reserves the right to reject any or all proposals, waive irregularities in any statement, accept or reject all or any part of any statement, or waive any requirements of the proposals, as may be deemed to be in the best interest of the EMID.

Section VI. INSURANCE

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

**ATTACHMENT A
DRAFT SCOPE OF SERVICES**

**WATER DISTRIBUTION SYSTEM MASTER PLAN STUDY (CIP 405-668)
AND
WASTEWATER COLLECTION SYSTEM MASTER PLAN STUDY (CIP 455-662)**

**SCOPE OF SERVICES TO BE SUPPLIED BY CONSULTANT FOR WATER
DISTRIBUTION SYSTEM MASTER PLAN STUDY:**

The following generalized task descriptions are presented as information only to assist consultants in preparing the proposal. In general, the scope of services is intended to provide the engineering services required to prepare a comprehensive Water Distribution System Master Plan. A more detailed scope of services will be incorporated into the negotiated consultant agreement. If any information is unclear, please feel free to provide assumptions and state these assumptions within your proposal. The project is divided into six tasks.

Task 1 – Data Collection

Meet with EMID to hold a kickoff meeting/workshop. Receive copies of as-built drawings, video inspections, EMID utility data map sets from existing geographical information system (GIS), and other records useful to the understanding of the District's water system, including:

- a. As-built drawings
- b. GIS base map files that include:
 - Pipe size, material, and installation date
 - Fire hydrants
 - Water valves
- c. Storage tank information, including capacity, location, availability, dimensions, water surface elevations, and system connections
- d. Pressure reducing valve station information
- e. Source turn-out information
- f. Booster pump station information, including design and operating features, capacity, system head, elevation, and related features
- g. Historic SCADA data
- h. O&M records for leaks, repairs, and replacements
- i. ISO Batch Report for non-residential properties' needed fire flow within service area

The consultant is to develop a thorough understanding of EMID's water distribution system, including the operation and maintenance practices and water quality monitoring program. Discuss the District's specific concerns for the project. Prepare meeting summary notes.

Deliverable: Summary Report

Task 2 – Water Distribution System Inventory

The District is in the process of updating existing GIS data into the ESRI ArcGIS platform. Using the ArcGIS data and field reconnaissance, the Consultant shall inventory and update the existing GIS database of assets. Approximately 80% of the GIS data has been populated. Consultant shall verify and populate the remaining 20% of GIS data. The current GIS database can be viewed at the following link: <http://www2.fostercity.org/gis>. A username and password can be obtained by emailing Lawrence Tam at ltam@fostercity.org. The Consultant shall review and verify water mains, service connections, water valves, hydrants, and acquire their horizontal position and attribute information to fully represent existing infrastructure. The identified data shall be a compatible format with ESRI ArcGIS. The consultant shall provide a draft GIS map for review and subsequently populate updated database and address any gaps of information.

Additionally, the Consultant shall verify the GIS database as it pertains to modifications made to the water distribution system from development projects that have been approved by the City. This task includes review of as-built record drawings and update of the GIS database as necessary.

Deliverable: Updated GIS database

Task 3 – Water Distribution System Hydraulic Modeling

The Consultant shall develop an updated hydraulic model of EMID's water distribution system based on the criteria outlined below. Carollo Engineers developed the District's Water System Hydraulic Model and has updated the model on various occasions, mainly to address new developments. The goal of this task is to build a working model that EMID staff can utilize.

- a. Hydraulic Modeling Software Evaluation - The District currently utilizes H2OMap. Consultant is to validate the existing water model data for accuracy. Recommend either maintenance of existing H2OMap or utilization of alternative software programs (Innovyze InfoWater and other alternative programs) that are compatible with GIS and Supervisory Control and Data Acquisition (SCADA).
- b. Model Development (*Optional*) – Develop the hydraulic model from the City GIS and collected data. Perform QA/QC of data migration of existing data model to new data model.
- c. Performance Criteria – Provide the appropriate performance criteria and methodologies for analysis used to evaluate the existing distribution system and its facilities, and to size future improvements.
 - Minimum pressure for Peak Hour Demand, Maximum Day plus Fire Flow
 - Storage capacity evaluation (operational, firefighting, and emergency) in accordance with AWWA guidelines.
 - Maximum system pressure

- Firm pumping capacity
 - Planning level required fire flow per land use type
 - System reliability
- d. Model Calibration – Ensure that the developed water model is within the desired calibration tolerance.
- Steady-state analysis – Perform fire hydrant flow tests to match field results.
 - Extended Period Simulation (24-hour) – Modify the model until it mimics the field operations on the day of calibration.

Deliverable: Calibrated Water Model

Task 4 – Inspection of Existing Infrastructure

Consultant shall pothole up to ten (10) locations to investigate conditions of the pipeline/infrastructure. Locations shall be provided by the District.

Deliverable: Inspection Reports

Task 5 – 20-Year Capital Improvement Program (CIP) and Funding

Identify improvements necessary to address existing system deficiencies as well as new facilities required for providing continued reliable water service through a twenty (20) year horizon. Provide phasing of improvements, capital cost requirements, cost estimates which incorporate the consumer price index (CPI), and implementation schedule.

Deliverable: Prioritized 20-Year CIP plan with detailed description of the project identifying deficiencies, improvements required, and cost estimates.

Task 6 – Final Report

Summarize findings from Tasks 1 – 5 and prepare a final report.

Deliverable: Final Report

SCOPE OF SERVICES TO BE SUPPLIED BY CONSULTANT FOR WASTEWATER COLLECTION SYSTEM MASTER PLAN STUDY:

The following generalized task descriptions are presented as information only to assist consultants in preparing the proposal. In general, the scope of services is intended to provide the engineering services required to prepare a comprehensive Wastewater Collection System Master Plan. A more detailed scope of services will be incorporated into the negotiated consultant agreement. If any information is unclear, please feel free to provide assumptions and state these assumptions within your proposal. The project is divided into five tasks.

Task 1 – Data Collection/Field Inspection

Meet with EMID to hold a kickoff meeting/workshop. Receive copies of as-built drawings, video inspections, EMID utility data map sets from existing geographical information system (GIS), and other records useful to the understanding of the District's wastewater collection system, including:

- a. As-built drawings
- b. GIS base map files that include:
 1. Pipe size, material, and installation date
 2. Manhole data (rim-inverts)
 3. Force mains
 4. Lift station information
- c. Lift station information, including design and operating features, pumping capacity, storage volume, wet well retention time, and related features
- d. Historic SCADA data (wet well levels, pump operations, etc.)
- e. O&M records for leaks, repairs, and replacements
- f. CCTV data
- g. Sewer Force Main Master Plan and Inspection Program by Harris Consultants (1993)

Assume 10 hot spot areas for each below to be provided by EMID for consultant to field inspect and evaluate further, including:

- a. Force mains
- b. Gravity sewers

The consultant is to develop a thorough understanding of EMID's wastewater collection system, including the operation and maintenance practices. Discuss the District's specific concerns for the project. Prepare meeting summary notes.

Deliverable: Summary Report

Task 2 – Data Collection by Flow Monitoring and Data Analysis

Consultant is to collect flow and rainfall data for a specific representative neighborhood within the District's wastewater collection system. Provide flow monitoring and documentation at locations provided by the District using the following:

- a. Duration of flow monitoring
 1. Assume one month for dry weather (baseline)
 2. Assume 2-3 months for wet weather flow
- b. Criteria for completion of the flow monitoring study, data collection with flow meters and rain gauges
- c. Dry weather and wet weather flow data

Sewer System Flow Development

- a. Develop existing system flow based on historical data
- b. Groundwater Infiltration (GWI)
 1. Determine base infiltration from flow monitoring results
 2. Identify any groundwater pumping locations and flows (remediation sites)
- c. Rainfall-dependent Inflow and Infiltration (RDII) (*Optional*)
 1. Determine base RDII from flow monitoring results
 2. Design storm event

Sewer Flow Projections

- a. Determine dry weather and wet weather flow projections.
- b. Projections shall be based upon land use from General Plan, Specific Plans, and Urban Water Management Plan/Water Supply Assessment projections.

Deliverable: Prepare a report summarizing findings with the description of means and methods used to collect data.

Task 3 – Lift Station Assessment (*Optional*)

Perform a condition assessment of 20 lift stations, to be selected by the District. Condition assessment shall include the following:

1. Condition
2. Safety/code violations
3. Capacity
4. Redundancy
5. Flood resilience

Deliverable: Lift Station inventory report, listing features and conditions for each of the 20 stations inspected.

Task 4 – 20-Year Capital Improvement Program and Funding

Identify improvements necessary to address existing system deficiencies as well as new facilities required for providing continued reliable service through a twenty (20) year horizon. Provide phasing of improvements, capital cost requirements, cost estimates which incorporate the CPI, and implementation schedule.

Deliverable: Prioritized 20-Year CIP plan with detailed description of the project identifying deficiencies, improvements required, and cost estimates.

Task 5 – Final Report

Summarize findings from Tasks 1 – 4 and prepare a final report similar to the Harris Report (1993).

Deliverable: Final Report

ATTACHMENT B 5-YEAR CIP PLAN

**TABLE A
FIVE YEAR CAPITAL IMPROVEMENT PROJECT PLAN (FISCAL YEAR 2016-17 TO 2020-21)**

| Project No. | PROJECT DESCRIPTION | TOTAL |
|---|---|----------------------|
| CATEGORY A PROJECTS | | |
| W-1 | (NEW CIP) WATER SYSTEM IMPROVEMENTS (2018-2019) | \$ 500,000 |
| W-2 | (NEW CIP) WATER DISTRIBUTION SYSTEM MASTER PLAN STUDY (2016-2017) | \$ 250,000 |
| WW-1 | (NEW CIP) SANITARY SEWER LIFT STATION IMPROVEMENTS – PHASE 6 (2019-2020) | \$ 6,000,000 |
| WW-2 | (NEW CIP) SANITARY SEWER SYSTEM IMPROVEMENTS (2020-2021) | \$ 500,000 |
| WW-3 | (CIP 652) WASTEWATER TREATMENT PLANT MASTER PLAN IMPROVEMENTS (2015-2016) | \$ 96,871,000 |
| WW-4 | (NEW CIP) SANITARY SEWER FORCE MAIN REHABILITATION (2016-2017) | \$ 750,000 |
| WW-5 | (NEW CIP) WASTEWATER COLLECTION SYSTEM MASTER PLAN STUDY (2016-2017) | \$ 250,000 |
| ST-1 | (NEW CIP) STREET REHABILITATION (2016-2017) | \$ 1,350,000 |
| ST-2 | (NEW CIP) STREET REHABILITATION (2017-2018) | \$ 1,350,000 |
| ST-3 | (NEW CIP) STREET REHABILITATION (2018-2019) | \$ 1,350,000 |
| ST-4 | (NEW CIP) STREET REHABILITATION (2019-2020) | \$ 1,350,000 |
| ST-5 | (NEW CIP) STREET REHABILITATION (2020-2021) | \$ 1,350,000 |
| ST-6 | (NEW CIP) COMPREHENSIVE CITYWIDE TRAFFIC STUDY (2016-2017) | \$ 325,000 |
| ST-7 | (NEW CIP) SIDEWALK INSTALLATION ADJACENT TO BRIDGEVIEW PARK ENTRANCE (2016-2017) | \$ 140,000 |
| L-1 | (CIP 657) LEVEE PROTECTION PLANNING AND IMPROVEMENTS PROJECT - (2015-2016) | \$ 6,500,000 |
| Subtotal for Category A Projects | | \$118,836,000 |
| CATEGORY B PROJECTS | | |
| W-3 | (NEW CIP) SEISMIC IMPROVEMENTS AT WATER BOOSTER PUMP STATION (2018-2019) | \$ 70,000 |
| W-4 | (NEW CIP) SEISMIC IMPROVEMENTS AT WATER TANKS 1, 2, AND 3 (2018-2019) | \$ 300,000 |
| W-5 | (NEW CIP) REMOVE AND RECOAT WATER TANKS 1, 2 AND 3 (2016-2017) | \$ 2,450,000 |
| ST-8 | (NEW CIP) REHABILITATION OF CROSSWALK PAVERS ON CHESS DRIVE (2016-2017) | \$ 180,000 |
| ST-9 | (NEW CIP) ROAD IMPROVEMENTS AT METRO CENTER BOULEVARD AND SR 92 ON-RAMP (2016-2017) | \$ 25,000 |
| SW-1 | (NEW CIP) SEISMIC IMPROVEMENTS AT LAGOON PUMP STATION (2018-2019) | \$ 140,000 |
| SW-2 | (NEW CIP) UNDERWATER BRIDGE SUPPORT STRUCTURES INSPECTION AND REPAIR PROJECT (2020-2021) | \$ 250,000 |
| B-1 | (NEW CIP) CORPORATION YARD FACILITY IMPROVEMENTS (2016-2017) | \$ 443,500 |
| Subtotal for Category B Projects | | \$3,858,500 |
| CATEGORY C PROJECTS | | |
| P-1 | (NEW CIP) SOCCER FIELDS S1, S2 AND B1 BASEBALL FIELD SYNTHETIC TURF INSTALLATION – SEA CLOUD PARK & SYNTHETIC TURF REPLACEMENT – CATAMARAN PARK (2016-2017) | \$ 3,475,000 |
| P-2 | (NEW CIP) PARK INFRASTRUCTURE IMPROVEMENTS (2017-2018) | \$ 1,155,000 |
| P-3 | (NEW CIP) PARK INFRASTRUCTURE IMPROVEMENTS (2018-2019) | \$ 1,335,000 |
| P-4 | (NEW CIP) PARK INFRASTRUCTURE IMPROVEMENTS (2019-2020) | \$ 1,120,000 |
| P-5 | (NEW CIP) PARK INFRASTRUCTURE IMPROVEMENTS (2020-2021) | \$ 1,075,000 |
| P-6 | (NEW CIP) PARK INFRASTRUCTURE IMPROVEMENTS (Tennis Court) (2020-2021) | \$ 200,000 |
| Subtotal for Category C Projects | | \$8,360,000 |
| GRAND TOTAL | | \$131,054,500 |

ATTACHMENT C
SCHEDULE OF PERFORMANCE AND MANAGEMENT AND PROJECT CONTROLS
WATER DISTRIBUTION SYSTEM MASTER PLAN STUDY (CIP 405-668)
AND
WASTEWATER COLLECTION SYSTEM MASTER PLAN STUDY (CIP 455-662)

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

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

1. Length of time for preliminary contract development and approval.
2. Key points of input/review from EMID.
3. Length of time to complete each task.
4. Total length of time in compliance to requested schedule in the RFP.
5. Internal Consultant quality control procedures.

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

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

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

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

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

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

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

- c) A schedule report that compares actual to planned performance in terms of time and percent complete for each designated service. The control report may include, when appropriate, special submittals based upon productivity analyses or detailed performance projections as requested by the EMID project manager.
- 2.3. Project control reports are to be submitted monthly, together with invoice submittal, unless directed otherwise by the EMID project manager. The invoice shall be accompanied by a cost breakdown by discipline, in approved format. Failure of the Consultant to submit and update plans or furnish required reports as directed shall constitute cause for suspension of payment of invoices.

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

**ATTACHMENT D
SAMPLE AGREEMENT FOR PROFESSIONAL SERVICES
FOR
WATER DISTRIBUTION MASTER PLAN STUDY (CIP 405-668)
AND
WASTEWATER COLLECTION SYSTEM MASTER PLAN STUDY (CIP 455-662)**

This Agreement is made and entered into as of the ____ day of _____, 2017 by and between the Estero Municipal Improvement District hereinafter called "DISTRICT" and _____ hereinafter called "CONSULTANT".

RECITALS

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

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

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

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

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

- 2. Term; Termination. (a) The term of this Agreement shall commence upon the date hereinabove written and shall expire upon completion of performance of services hereunder by CONSULTANT. (b) Notwithstanding the provisions of (a) above, either party may terminate this Agreement without cause by giving written notice not less than ten (10) days prior to the effective date of termination, which date shall be included in said notice. In the event of such termination, DISTRICT shall compensate CONSULTANT for services rendered, and reimburse CONSULTANT for costs and expenses incurred, to the date of termination, calculated in accordance with the provisions of paragraph 3. In ascertaining the services actually rendered to the date of termination,

consideration shall be given both to completed work and work in process of completion. Nothing herein contained shall be deemed a limitation upon the right of DISTRICT to terminate this Agreement for cause, or otherwise to exercise such rights or pursue such remedies as may accrue to DISTRICT hereunder.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) Precluding cancellation or **reduction in per occurrence limits** before the expiration of thirty (30) days (10 days for nonpayment) after DISTRICT shall have received written notification of cancellation in coverage or **reduction in per occurrence limits** by first class mail;
- (b) Naming the City of Foster City and Estero Municipal Improvement District, its Council, officers, boards, commissions, employees, and agents, as additional insureds; and
- (c) Providing that CONSULTANT's insurance coverage shall be primary insurance with respect to DISTRICT and City of Foster City, its Council, officers, boards, commissions, employees, and agents, and any insurance or self-insurance maintained by DISTRICT and City of Foster City for itself, its Council, officers, boards, commissions, employees, or agents shall be in excess of CONSULTANT's insurance and not contributory with it.

CONSULTANT and its insurer may not seek contribution from DISTRICT's insurance or self-insurance.

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of DISTRICT, to the extent required by this Agreement, before the DISTRICT's insurance or self-insurance may be called upon to protect DISTRICT and/or City of Foster City as a named Insured.

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

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

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

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

13. WORKERS' COMPENSATION. CONSULTANT certifies that he is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and CONSULTANT certifies that he will comply with such provisions before commencing the performance of the work of this agreement.

14. NON-DISCRIMINATION. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONSULTANT will take affirmative action to insure that applicants are employed and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, advancement, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT shall at all times be in compliance with the requirements of the Federal Americans With Disabilities Act (Public Law 101-336) which prohibits discrimination on the basis of disability by public entities. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the DISTRICT setting forth the provisions of this non-discrimination clause.

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

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

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

16. Non-Assignment. This Agreement is not assignable either in whole or in part.

17. Amendments. This Agreement may be amended or modified only by written agreement signed by both parties.

18. Validity. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

19. Governing Law. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California. In the event of litigation between the parties hereto to enforce any provision of the Agreement, the unsuccessful party will pay the reasonable attorney's fees and expenses of litigation of the successful party.

20. Mediation. Should any dispute arise out of this Agreement, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the parties. If a mediated settlement is reached neither party shall be deemed the prevailing party for purposes of the settlement and each party shall bear its own legal costs.

21. Conflict of Interest. CONSULTANT may serve other clients, but none who are active within the City of Foster City or who conduct business that would place CONSULTANT in a "conflict of interest" as that term is defined in State law.

22. Entire Agreement. This Agreement, including Exhibit A, B and C, comprises the entire Agreement.

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

ESTERO MUNICIPAL IMPROVEMENT DISTRICT

Dated: _____

 Charlie Bronitsky, President

ATTEST:

Dated: _____

 Doris L. Palmer, District Secretary

APPROVED AS TO FORM

Dated: _____

 Jean Savaree, District Legal Counsel

CONSULTANT

Dated: _____

 Type Name & Title of CONSULTANT
 Authorized to Sign

**ATTACHMENT E
SAMPLE INSURANCE FORMS**

**WATER DISTRIBUTION MASTER PLAN STUDY (CIP 405-668)
AND
WASTEWATER COLLECTION SYSTEM MASTER PLAN STUDY (CIP 455-662)**

INSURANCE FORMS

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

ATTACHED

1. Insurance Coverage Form

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

Named Insured: _____ Effective Work Date(s): _____

Description of Work/Locations/Vehicles: _____

ADDITIONAL INSURED: City of Foster City/Estero Municipal Improvement District (DISTRICT)
610 Foster City Boulevard, Foster City, CA 94404
Attention: _____

Contract Administrator

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

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

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

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

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

WAIVER OF SUBROGATION: The insurer(s) named above agree to waive all rights of subrogation against the DISTRICT, 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 DISTRICT.

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:** _____