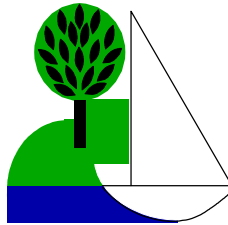


ESTERO MUNICIPAL IMPROVEMENT DISTRICT



**REQUEST FOR PROPOSAL
FOR PROFESSIONAL ENGINEERING SERVICES
FOR
WATER MAIN CONDITION ASSESSMENT
(CIP 405-723)**

**PROPOSAL SUBMITTAL DEADLINE:
WEDNESDAY, NOVEMBER 20, 2024, at 4:00PM**

RETURN PROPOSAL TO:

Estero Municipal Improvement District
Public Works Department
Attn: Claire McWilliams
Assistant Engineer
(650) 912-6553
610 Foster City Blvd.
Foster City, CA 94404

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REQUEST FOR PROPOSAL
FOR PROFESSIONAL ENGINEERING SERVICES
FOR
WATER MAIN CONDITION ASSESSMENT
(CIP 405-723)

SECTION I. INTRODUCTION

The Estero Municipal Improvement District (District) is seeking a consultant team to provide professional engineering services for the Water Main Condition Assessment (CIP 405-723). To that end, the District 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 **Wednesday, November 13, 2024 at 5:00 pm**. The District will consider proposals received on or before the proposal submittal deadline of **Wednesday, November 20, 2024 at 4:00 pm**. The District may extend the proposal submittal deadline if the District receives an inadequate amount of applicant response. Interested consultants will be notified via an addendum.

SECTION II. GENERAL INFORMATION

The District maintains approximately 100 miles of water distribution main throughout the district and a 4-mile long 24-inch supply main that connects to the San Francisco Public Utilities Commission's pipeline at Crystal Springs Road in the City of San Mateo. The 24-inch diameter, 4-mile long pipeline is welded steel, internally lined and externally coated with cement. The District currently uses impressed current cathodic protection systems to protect its 24-inch pipeline. This pipe was installed in the early 1960's and has been in operation for over 60 years. As the system ages, components of the system may have experienced varying levels of corrosion and deterioration. The District performed an assessment of the 24-inch transmission main in 2005 to determine the health of the water main. Testing results indicated that the system was in good health with a suggested reassessment within 20 years.

In April 2024, the District's water main experienced a break along E. Third Avenue, north of Foster City Boulevard. Emergency work was performed to fix the break, and it was repaired within 48 hours. As 2025 nears, and in light of the recent service interruption, the District wishes to hire a consultant to aid in the development of a report that evaluates and recommends the best testing methods to assess the health of the District's water main as well as perform the recommended tests. Optionally, the consultant can assist in the preparation of plans, specifications and estimates for the bidding process for identified improvements.

Consultants shall bear all costs and assume all liability associated with developing and/or

submitting proposals. The District 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 construction management and construction support services for the project, as described in the **Attachment A, Draft Scope of Services**, consultant shall submit a proposal that includes the information described in this section.

Direct questions about the proposal to Assistant Engineer, Ms. Claire McWilliams at cmcwilliams@fostercity.org on or before **Wednesday, November 13, 2024, at 5:00 pm**.

The proposal shall be comprised of two (2) parts:

- Part 1 is comprised of five (5) copies of a bound and tabbed document containing sections A, B, C, D, E, F, G and H described below. Consultant shall also provide a flash drive with electronic copies for Part 1 only.
- Part 2 is one (1) copy of section I submitted in a sealed envelope.

The proposal shall be concise and address qualifications and experience. Consultant shall not include superfluous information or analytical work that would otherwise be performed during work in the proposal. The body of the proposal, excluding the table of contents and appendices, should not exceed 10 pages. As an appendix, provide resumes for the proposed team members. Proposals should be bound with tabs identifying each section herein specified.

PART 1

A. Table of Contents

Consultant shall provide a table of contents for all material contained in the proposal.

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

C. 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 highlight its ability to successfully deliver the work.

D. Project Approach

A summary presentation of the proposed approach for performing the services, describing how the project team would be organized to:

- 1) Clearly specify the scope of work and schedule for the work that will be included in the contract for professional engineering services.
- 2) Monitor and control the scope of work, communicate potential scope of work changes prior to performing that work, and manage the change in scope of work.
- 3) Monitor and control costs of professional services to ensure the services are performed within the negotiated not-to-exceed amount.
- 4) Monitor the schedule and ensure that deliverables are completed on or before schedule milestones.
- 5) Monitor the progress of the work to ensure that each submittal is complete and has been adequately reviewed prior to submitting deliverables.
- 6) Monitor the quality of consultant's deliverables to reduce the amount of District resources required to review the submittal.
- 7) Ensure responsiveness to District Staff.
- 8) Facilitate communications.
- 9) No substituting of staff listed in the proposal and adding staff not listed in the proposal.

E. 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 showing the staff required to perform the work described in **Attachment A**, Draft Scope of Services. Group staffing activities by task.

The schedule should include a milestone for each Authorization to Proceed for each task identified in **Attachment A**, Draft Scope of Service. The schedule should

reflect “staffing up” at the beginning of the project and “staffing down” near the end of the project. If applicable, show other staff adjustments including seasonal adjustments or construction staging adjustments. Consultant shall assume a Notice-to-Proceed date of **January 15, 2025** in assembling their proposed schedule.

The District may request additional detail as part of contract negotiations.

F. Labor Projections

Consultant shall provide a spreadsheet showing an estimate of the number of hours by staff role to complete the work described in **Attachment A - Draft Scope of Services**. Group labor projects by task. The labor projections shall be consistent with the schedule created as part of section C above. Provide a list of assumptions made in developing the labor hours.

G. 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 owned or fractionally owned, if any.
- 9) List of companies associated with the consultant whose work on the design or construction of the projects may potentially give rise to a conflict of interest, if any.
- 10) List of contracts terminated for convenience or default within the past three (3) years, if any. Include contract value, description of work, client's name, and telephone number.

H. Consultant Experience and References

Consultant shall provide details of its experience working on similar projects over the last five (5) years. Consultant shall provide details of not more than five (5) similar projects. All projects shall have one or more proposed team members involved in the project. Provide projects from different owners, if possible.

Provide the following details:

- 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.

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.

The District 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 address.

PART 2

I. Consultant Fee Schedule and Reimbursable Expenses

In a sealed envelope, provide two (2) copies of Consultant Fee Schedule(s) and list(s) of other reimbursable costs, such as supplies, materials, equipment, other services, and/or other expenses.

Provide two (2) copies in a sealed envelope, including the level of effort with reimbursable expenses and hourly rates schedule. The level of effort and reimbursable expenses shall be broken down with a summary table for the entire proposal and shall include an estimate of the number of hours by staff type to complete the work described in **Attachment A - Draft Scope of Services**, that is consistent with the schedule created as part of Section E in Part 1 Provide descriptions of assumptions made in developing the labor hours. The District 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.

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

SECTION IV. PROPOSAL SUBMITTAL REQUIREMENTS

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

- A. The District will only consider proposals received by District at or before the proposal submittal deadline of **Wednesday, November 20, 2024 at 4:00 p.m.** The District may extend the proposal submittal deadline if the District receives an inadequate response submitted. Interested consultants will be notified via an addendum.
- B. Consultant shall submit proposals to the following address:

Estero Municipal Improvement District
Public Works Department
Attn: Claire McWilliams
Assistant Engineer
610 Foster City Blvd.
Foster City, CA 94404
- C. For mailed proposals, the District encourages each consultant to confirm that its proposal was received by the District at or before the proposal submittal deadline. Contact the Assistant Engineer, Ms. Claire McWilliams at cmcwilliams@fostercity.org to confirm District'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

Interested firms may submit proposals for Phase I and Phase II scope. Proposals will be evaluated and selected based on the project understanding and responsiveness to the scope of work outlined in **Phases I and II**. This includes the firm's experience, qualifications, and methods and techniques to be employed throughout the project.

The District may decide to pursue Phase III as an additional scope. Once Phases I and II have been completed and recommendations have been developed for resulting improvements, the District may request a proposal for **Phase III**. Should the consultant want to be considered for the additional scope, they would need to **include their firm's experience performing the type of work outlined in Phase III**. For Phase III, the consultant is required to have completed similar work and provide examples of **at least two (2) prior projects**.

Principle criteria used to evaluate Consultants will include the following:

- A. Quality, clarity and relevance of information contained in the proposal that exhibits Consultant's understanding of the work.
- B. Consultant's and sub-consultants' experience successfully providing professional engineering services on similar projects in the last five (5) years.

The District 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 the District.

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

SECTION VI. CONFIDENTIALITY

District has made a determination in accordance with Government Code Section 7922.000 that all Proposals submitted in response to this RFP shall not be made public by District until after District has executed a Professional Services Agreement with the Selected Respondent. In the event a Respondent wishes to claim portions of its Proposal exempt from disclosure under the Public Records Act, it is incumbent upon Respondent to clearly identify those portions with the word "confidential" printed on the lower right-hand corner of the page, along with a written justification as to why such information should be exempt from disclosure. However, the District will make a decision based upon applicable laws.

The District shall notify Respondent of any materials or information that the District does not believe are entitled to exemption from the Public Records Act, and Respondent shall have five (5) business days from such notice to:

- a. withdraw its Proposal;
- b. withdraw such information from its Proposal; or
- c. withdraw such information and replace it with substituted information for which Respondent does not claim an exemption.

Proprietary or confidential data must be readily separable from the Proposal in order to facilitate eventual public inspection of the non-confidential portion of the Proposal. Confidential data is normally restricted to confidential financial or proprietary information. The cost of Services shall not be designated as proprietary or confidential information.

SECTION VII. SCOPE OF SERVICES

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 a basis for completing the proposal and a starting point for 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 and/or deliverables beyond the Draft Scope of Services that the consultant may find necessary or beneficial in order to deliver a successful project.

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

SECTION VIII. STANDARD PROFESSIONAL SERVICES AGREEMENT AND INSURANCE REQUIREMENTS

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

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

**ATTACHMENT A
DRAFT SCOPE OF SERVICES**

**FOR CONSTRUCTION MANAGEMENT AND SUPPORT SERVICES
FOR
WATER MAIN CONDITION ASSESSMENT (CIP 405-723)**

The District maintains approximately 100 miles of water distribution main throughout the district and a 4-mile long 24-inch supply main that connects to the San Francisco Public Utilities Commission's pipeline at Crystal Springs Road in the City of San Mateo. The 24-inch diameter, 4-mile long pipeline is welded steel, internally lined and externally coated with cement. The District currently uses impressed current cathodic protection systems to protect its 24-inch pipeline. This pipe was installed in the early 1960's and has been in operation for over 60 years. As the system ages, components of the system may have experienced varying levels of corrosion and deterioration. The District performed an assessment of the 24-inch transmission main in 2005 to determine the health of the water main. Testing results indicated that the system was in good health with a suggested reassessment within 20 years. In 2008, the District installed 6-inch "ports" at 3 locations along the transmission main to facilitate future "in-line" surveys while the main remains in service (see attached Exhibit A). In April 2012, the District retained the services of Pure Technologies to perform a "SmartBall" survey of the main to identify and locate leaks and/or pockets of trapped gas. The attached Exhibit B shows the general alignment of the EMID transmission main and the path of travel of the "SmartBall". No leaks were found during this survey.

In April 2024, District's water main experienced a break along E. Third Avenue, adjacent to Anchor Road. Emergency work was performed to fix the break, and it was repaired within 48 hours. To reassess the system's health and to determine what (if any) repairs are needed for existing infrastructure, the Estero Municipal Improvement District (EMID) is requesting proposals from qualified engineering consultants to provide professional engineering services to evaluate the main's current condition and develop repair methods for construction. The work will include the research and recommendation of both external and internal testing methods and technologies that would best assess the health of the District's water main, culminating in the preparation of a Technical Memorandum describing the testing technologies and implementation strategies. The consultant will perform (or employ professionals to perform) the chosen tests, surveys, and inspections and prepare a final report that summarizes the findings and identifies pipe locations that may be experiencing leaks, wall thinning, coating thinning or spalling, and/or corrosion. The final report will further recommend and prioritize capital improvements for repair or replacement with engineer's cost estimates.

If after receipt and analysis of the final report, EMID elects to pursue implementation of recommended improvements, EMID may amend the consultant's scope of work to include the preparation of plans, specifications, and cost estimates for selected improvements, in addition to bidding and construction support. The selected consultant is required to have completed similar work and provide examples of at least 2 prior projects.

A draft scope of services includes, at a minimum, five tasks containing the following elements:

PHASE I

Task A: Review Existing Data

Review existing transmission main as-built drawings, previous condition assessment reports and studies, including available data concerning the 2024 break, and conduct interviews with key maintenance staff.

Task B: Research and Recommend Testing Methods

Research current available external and internal testing methods and technologies to assess the health of the pipe. Recommend preliminary testing/inspection/investigation approach that would best assess the District's water main.

Analyze the pros and cons of each testing method, evaluating each recommended method for cost, accuracy, and feasibility. Considerations should be made to minimize service interruptions and avoid causing any damage to the existing pipe.

Prepare a Technical Memorandum with final recommendations for the most appropriate tests. Include a suggested implementation plan for the recommended tests/surveys, including a timeline, cost, and possible funding opportunities.

Deliverables: Technical memorandum (PDF/Word) – Outlining the recommended tests and implementation plan.

PHASE II

Task C: Pipeline Testing/Investigation

Perform recommended tests/investigations/surveys on, District-approved sections of pipe, including areas around the 2024 water main break.

Deliverables: Testing plan/schedule (PDF/Word)

Task D: Report Results and Prioritize Projects

Compile results from Task C in a final report. The report should provide a clear explanation of methods, results, and implications for the health of the water main. The report will identify pipe locations that are leaking or are at risk of failure and recommend capital improvement projects for repair or replacement. These projects will be prioritized based on agreed-upon criteria and shall include a high-level engineer's cost estimate and timing recommendation.

The Final Report shall include but is not limited to:

- A project prioritization and implementation list.
- Estimate of the extent of corrosion/damage to pipelines and rank those with high susceptibility for failure.
- Identify the degree of improvements necessary—replacement, repair, or restoration of cathodic protection systems, etc.
- Provide an assessment of the condition level of pipes, valves, fittings, and other components. Include methodology for estimating condition of pipes between test locations.
- A summary of findings with appropriate drawings or maps to identify locations.
- Mitigation measures to prevent further pipeline deterioration.
- Provide repair alternatives and replacement recommendations.
- Prepare high level construction estimates.
- Provide recommendations for ongoing maintenance.

Deliverables: Final Report with testing results, recommendations, and prioritized projects (PDF/Word)

PHASE III - OPTIONAL

Upon completion of Phase II, the District intends to develop bid documents (plans, specifications, and estimates) for construction based on the areas recommended for repair. At that time, a proposal for those services may be requested and an amendment to the Phase I & II agreement may be issued. In addition to the development of bid documents, the consultant for Phase III would provide bidding and construction support services for selected repairs. The selected consultant is required to have completed similar work and provide examples of at least 2 prior projects.

ATTACHMENTS:

Exhibit A – Testing Port As-Built

Exhibit B – Transmission Line Alignment

ATTACHMENT B

PROFESSIONAL SERVICES AGREEMENT FOR WATER MAIN CONDITION ASSESSMENT (CIP 405-723)

This Agreement is made and entered into as of the _____ day of _____, 20____ 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:

WHEREAS, DISTRICT desires to retain CONSULTANT to provide professional engineering services ;

WHEREAS, CONSULTANT is specially trained, experienced and competent to perform and has agreed to provide such services;

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.

1. 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, DISTRICT may with or without cause, direct CONSULTANT to suspend, delay or interrupt Services, in whole or in part, for such periods of time as DISTRICT may determine in its sole discretion. (c) DISTRICT 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 DISTRICT's written notice to CONSULTANT demanding such cure, in which case CONSULTANT shall be liable to DISTRICT for all loss, cost, expense, damage and liability resulting from such breach and termination. (d) DISTRICT may terminate performance of the Services under this Agreement in whole, or from time to time in part, for convenience, whenever DISTRICT determines that such termination is in DISTRICT'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.

2. 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 _____ (\$ _____). Invoices for amounts in excess of _____ (\$ _____) 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 DISTRICT's Manager (for contracts less than \$50,000) or DISTRICT Board (for contracts \$50,000 or more) evidenced by motion duly made and carried 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 DISTRICT, 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 DISTRICT including, without limitation, CONSULTANT's transmittal of all deliverables to DISTRICT required by EXHIBIT A.

DISTRICT shall not incur any charges under this Agreement, nor shall any payments become due to CONSULTANT for any payment period on the Project, until DISTRICT 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 DISTRICT 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

DISTRICT. DISTRICT 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 DISTRICT desires the performance of additional services not otherwise included within the services described in Exhibit A, such services shall be authorized in advance of the performance thereof by DISTRICT's Manager (for contracts less than \$50,000) or DISTRICT Board (for contracts \$50,000 or more) by motion duly made and carried. Such amendment to this Agreement shall include a description of the services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefor, the time of performance thereof, and such other matters as the parties deem appropriate for the accomplishment of such services. Except to the extent modified by written amendment, all other terms and conditions of this Agreement shall be deemed incorporated in each such amendment.

5. Records. CONSULTANT shall keep and maintain accurate records of all time expended and costs and expenses incurred relating to services to be performed by CONSULTANT hereunder. Said records shall be available to DISTRICT for review and copying during regular business hours at CONSULTANT's place of business or as otherwise agreed upon by the parties.

6. Authorization. This Agreement becomes effective when endorsed by both parties in the space provided below.

7. Reliance on Professional Skill of CONSULTANT. CONSULTANT represents that it has the necessary professional skills to perform the services required and the DISTRICT shall rely on such skills of the CONSULTANT to do and perform the work. In performing services hereunder CONSULTANT shall adhere to the standards generally prevailing for the performance of expert consulting services similar to those to be performed by CONSULTANT hereunder.

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 DISTRICT, or the receipt thereof by CONSULTANT, or any inspection, review, approval or oral statement by any representative of DISTRICT 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 DISTRICT, become the property of DISTRICT.

9. Relationship of Parties. CONSULTANT is an independent Contractor and does not act as District's agent in any capacity, whatsoever. CONSULTANT is not entitled to any benefits that DISTRICT provides to DISTRICT 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 DISTRICT's responsibility.

10. Schedule. CONSULTANT shall adhere to the schedule set forth in Exhibit A; provided, that DISTRICT shall grant reasonable extensions of time for the performance of such services occasioned by governmental reviews of CONSULTANT's work product or other unavoidable delays; provided, further, that such unavoidable delay shall not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, CONSULTANT's officers or employees.

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

11. Indemnity. To the fullest extent allowed by law, CONSULTANT hereby agrees to defend, indemnify, and save harmless DISTRICT and Estero Municipal Improvement District, its Council, boards, commissions, officers, employees, 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, Estero Municipal Improvement District, its board, 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 Estero Municipal Improvement District, its board, 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.

If CONSULTANT is a "design professional," as defined in California Civil Code Section 2782.8(c), CONSULTANT shall indemnify, defend, and hold the Indemnitees harmless against Liability only to the extent such Liability arises out of, pertains to, or relates to CONSULTANT's negligence, recklessness, or willful misconduct. In such an event, the cost to defend charged to CONSULTANT shall not exceed CONSULTANT's proportionate percentage of fault.

12. Insurance. Prior to execution of this Agreement, CONSULTANT shall furnish to DISTRICT 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, DISTRICT may (but is not obligated to) purchase such insurance and deduct or retain premium amounts from any sums due CONSULTANT under this Agreement (or CONSULTANT shall promptly reimburse DISTRICT for such expense).

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

13. WORKERS' COMPENSATION. CONSULTANT certifies that he is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in

accordance with the provisions of that Code, and CONSULTANT certifies that he will comply with such provisions before commencing the performance of the work of this agreement.

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

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

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

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

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

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

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

19. Governing Law. This Agreement shall be 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.

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 DISTRICT that CONSULTANT has disclosed any potential conflict of interest, and will have no future conflict of interest, in providing DISTRICT 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 DISTRICT. Except as provided in Exhibit A, Services to be Provided by CONSULTANT and Exhibit C, Insurance, DISTRICT'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 DISTRICT 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.

DISTRICT 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 DISTRICT. 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 DISTRICT 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, DISTRICT 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 DISTRICT or CONSULTANT may have under this Agreement or any applicable law. All rights and remedies of DISTRICT 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”).

Any Force Majeure event with a duration in excess of not less than 30 days entitles either party to terminate this Agreement with written notice to the other party, without further penalty or compensation.

25. Entire Agreement. This Agreement, including Exhibits A, B, C, and D comprises the entire Agreement.

[Signatures on Next Page]

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: _____
Patrick Sullivan, President
(for contracts \$50,000 or more)

ATTEST:

Dated: _____
Priscilla Schaus, District Secretary

APPROVED AS TO FORM

Dated: _____
Benjamin Stock, District Legal Counsel

CONSULTANT

Dated: _____
Type Name & Title of CONSULTANT Authorized to Sign

EXHIBIT A

SERVICES TO BE PROVIDED, PAYMENTS, PROJECTS AND SCHEDULE, AND
DELIVERABLES FOR
WATER MAIN CONDITION ASSESSMENT (CIP 405-723)

[PROPOSAL/SCOPE OF WORK]

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 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 Consultant Name, hereinafter referred to as "**Consultant**", and Estero Municipal Improvement District, hereinafter referred to as "**District**", providing for professional services.

1. **Consultant's Duty to Show Proof of Insurance.** Consultant, in order to protect District 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 District'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 District 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

District), 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 two million dollars (\$2,000,000) each occurrence and five million dollars (\$4,000,000) aggregate.

*Please note, the District will require a separate additional insured endorsement for the Commercial General Liability policy, listing the "Estero Municipal Improvement District, 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.

☒ Installation Floater

Installation Floater, covering the work performed under this Contract, against all risks of direct physical loss. The policy shall cover the Contractor's labor, materials and equipment, including materials and equipment in transit or away from the project site, to be installed in the existing structure(s). The coverage shall be written for an amount equal to the initial contract amount plus the value of any subsequent change orders, subject to a deductible of not more than \$10,000 payable by Contractor.

☒ Cyber Liability Insurance

Cyber Liability Insurance, covering network risk and cyber liability (including coverage for unauthorized access, failure of security, breach of privacy perils, as well as notification costs and regulatory defense) in an amount of not less than one million dollars (\$1,000,000). Such insurance shall be maintained in force at all times during the term of the Contract and for a period of two years thereafter for services completed during the term of the Contract.

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 District and must be approved by the District 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. **District as Additional Insured**

On Consultant's Commercial General Liability and Automobile policies, the Estero Municipal Improvement District, 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 District 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 District will not accept such coverage unless the District 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 District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, 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 District 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. District, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, District may purchase such required insurance coverage, and without further notice to Consultant, District shall deduct from sums due to Consultant any premiums and associated costs advanced or paid by District for such insurance. If the balance of monies obligated to Consultant pursuant to this Agreement are insufficient to reimburse District for the premiums and any associated costs, Consultant agrees to reimburse District for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by District 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 District 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 District'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 District access to their books and records and cooperate with District 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: **Estero Municipal Improvement District (CITY)****610 Foster City Boulevard, Foster City, CA 94404****Attention:** _____**Contract Administrator**

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

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

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

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

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

WAIVER OF SUBROGATION: The insurer(s) named above agree to waive all rights of subrogation against the CITY, its elected or appointed officers, officials, agents, volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the CITY. **Nothing herein contained shall vary, alter or extend any provision or condition of the Policy other than as above stated.**

SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

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

SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required)

ORGANIZATION: _____ **TITLE:** _____

ADDRESS: _____

TELEPHONE: () **DATE ISSUED:** _____

COVID-19 AMENDMENT/ATTACHMENT (Consulting Agreement Form)

This COVID-19 Amendment/Attachment amends the Agreement between _____
("District") 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. District Directed Suspension. The District 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 District may suspend the Services for its convenience. The Consultant is entitled to a time extension for a District 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. District 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. District 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 District 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 District building. In the event of an outbreak or an exposure to COVID-19, the District 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 District and Consultant have executed this Covid-19 Amendment as of the date set forth above.

CONSULTANT:

Signature

DISTRICT:

Signature
