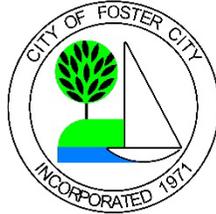


City of Foster City & Estero Municipal Improvement District



REQUEST FOR PROPOSALS AND/OR QUALIFICATIONS

FOR PROFESSIONAL SERVICES FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES, ARCHITECTURAL ENGINEERING, LANDSCAPE ARCHITECTURE, WATER AND WASTEWATER ENGINEERING, CORROSION ENGINEERING, COST ESTIMATION, AND GEOTECHNICAL ENGINEERING

Proposals Due: [Thursday, November 9, 2023 by 4:00 pm](#)

PROPOSAL SHALL BE SUBMITTED [ELECTRONICALLY](#)

<https://www.fostercity.org/publicworks/page/request-proposalqualifications-professional-services>



REQUEST FOR PROPOSALS AND/OR QUALIFICATIONS
For PROFESSIONAL SERVICES FOR CONSTRUCTION MANAGEMENT AND INSPECTION
SERVICES, ARCHITECTURAL ENGINEERING, LANDSCAPE ARCHITECTURE, WATER AND
WASTEWATER ENGINEERING, CORROSION ENGINEERING, COST ESTIMATION, AND
GEOTECHNICAL ENGINEERING

TABLE OF CONTENTS

SECTION

- I. Introduction
- II. General Information
- III. Proposal Requirements
- IV. Proposal Submittal Requirements
- V. Consultant Selection Process and Selection Criteria
- VI. Standard Professional Services Agreement and Insurance Requirements

ATTACHMENTS

Attachment 1 – Construction Management and Inspection Services - Draft Scope of Services (Only for Construction Management & Inspection Services Proposals)

Attachment 2 – Existing and Future Project Information

Attachment 3 – City of Foster City/EMID Standard Professional Services Agreement and Sample Insurance Requirements



SECTION I: INTRODUCTION

The City of Foster City (City) and/or the Estero Municipal Improvement District (EMID) (individually or collectively referred to as CITY/EMID) are seeking qualified consulting firms to provide construction management and inspection, architectural engineering, landscape architectural, and geotechnical engineering, water & wastewater engineering, corrosion/cathodic protection engineering, and cost estimation professional services to support the Engineering Division of the Public Works Department.

- The Engineering Division implements capital improvements projects (CIPs) in the following areas: Buildings, Parks, Stormwater, Lagoons, Levees, Streets, Traffic Signals, Water, and Wastewater. Projects and funding for the projects are established annually.
- The Engineering Division also performs design and construction oversight of the land development projects. The projects are created and funded by private entities.
- The Engineering Division performs other duties as required.

The purpose of this request for proposals and/or statement of qualifications is to create a list of qualified Consultants to perform work on capital improvement or other projects approved by the City Council, EMID Board of Directors, City Manager, and/or District Manager through fiscal year 2028-2029 AND/OR perform tasks that are identified on a case-by-case base for a base term of three (3) years which, at the discretion of the City/EMID, may be extended an additional two (2) years for a maximum contract duration of five (5) years.

The City/EMID has approximately 39 currently funded capital improvement projects in its current CIP and anticipates adding approximately 28 additional projects over the next five years. Information regarding existing projects and possible future projects and work are described in **Attachment 2**. The City/EMID may issue separate requests for proposals and/or qualifications for projects or work described in **Attachment 2**.

When CIP projects and other programs or projects become funded during the term of the proposed contracts, RFP/Qs submitted in accordance with this request may be evaluated by committee to short-list and select the best qualified consultant to provide services to the City/EMID. The service will depend on the size and/or technical complexity of the project or initiative, funding availability, schedule constraints and the type of services required. Upon selection of the best qualified firm for a given project, the parties will meet to develop a scope of work, schedule, and fees to mutual satisfaction. A Standard Consultant Services Agreement is enclosed as **Attachment 3** as reference. Prior to commencement of services, a Task Order / Notice to Proceed will be issued.

Projects and work described herein may not be funded at this time. Unfunded projects are typically referred to as “NEW CIP.” The City/EMID will not contract for work prior to funds being appropriated by the City Council/EMID Board of Directors.

Prior to commencement of services, the City Council/EMID Board, or City/District Manager must execute a contract or contract amendment for work.

Consultants are advised to examine all information in this Request for Proposals and/or Qualifications, including the attachments. Only submittals properly completed as instructed in this package will be accepted for evaluation.

The City/District reserves the right to reject any or all responses received as a result of this solicitation; to extend the submission due date; or to modify, amend, reissue or rewrite this document; and procure any or all services by other means.

Firms interested in providing one or more of the services identified herein must complete a **separate** RFP/Q Submittal for each Service Area (or subservice area for Construction Management & Inspection) using the information contained in this package. Submittals will be due:

At or before 4:00pm on Thursday, November 9, 2023.

Proposals shall be submitted in Electronic Format Only. Electronic Copies shall be uploaded to the following link:

<https://www.fostercity.org/publicworks/page/request-proposalqualifications-professional-services>

Any questions regarding this solicitation shall be directed to Ryan Marquez, by telephone (650) 286-3588 or via e-mail at rmarquez@fostercity.org.



SECTION II: GENERAL INFORMATION

SERVICE AREAS, POTENTIAL IMPROVEMENTS AND TASKS

The City/EMID wishes to establish a list of qualified firms to provide on-call professional services for:

- Construction management and inspection;
- Architectural engineering;
- Landscape architectural;
- Geotechnical engineering;
- Water & wastewater engineering;
- Corrosion/cathodic protection engineering; and
- Cost estimation

Selected consultants will provide expertise in the Service Areas listed below to assist City/District staff with various municipal services and initiatives, as well as during the planning, engineering, design and construction phases of a wide variety of CIP Projects if and when they become funded. The City/EMID reserves the right to request RFP/Qs for additional Service Areas, and/or project-specific technical proposals (whether or not firms are short-listed via this RFP/Q), and/or perform interviews with most qualified firms.

Consultants should select a service area that best describes their area of expertise and the professional services proposed to be provided.

On- Call Services

The City/EMID annually adopts a five-year Capital Improvement Program Budget, which provides funding for major infrastructure improvements throughout the City. The general engineering projects may include a wide variety of projects that may include storm drain, water and sewer improvements, pump stations, pavement and park pathways rehabilitation, park and facilities improvements, traffic studies, traffic signal modifications, and other related projects as required. For a full list of currently programmed projects, see **Attachment 2**.

A professional services agreement will be entered into with one (or more) consultant(s) in each service area to provide professional services for a variety of projects on an on-call basis. The work assigned may be discrete, short-term assignments or may be part of larger capital projects or development projects.

Services shall be requested by the City/EMID on an as-needed basis and paid according to an approved rate schedule. Upon determination of a need for service, the City/EMID will inform the selected firm(s) of the specific staffing need and/or scope of work. The firm(s) will prepare a detailed scope and cost proposal. Upon agreement of a detailed scope and cost, the City/EMID will

issue a task order for the work.

1. Construction Management and Inspection Services

The City/EMID intends to execute contracts for construction management services in order to support ongoing capital improvement projects and private development projects. The City/EMID is looking for qualified and responsive firms to act as an extension of City/EMID staff overseeing construction of improvements around the City, both public and private. Proposers for this service area, must respond to the Attached Scope of Work in **Attachment 1** in addition to the requirements in **Section III**.

It is understood that the proposer may have multiple construction management teams or may specialize in specific types of projects. Furthermore, the City wishes to have a wide variety of specialized on-call consultants to match its wide variety of projects. It is therefore asked that the proposer to submit a separate package for each of the following subservice categories:

- A. Streets/Traffic/Bridges (road resurfacing/rehabilitation, street improvements, bridges, traffic signals, bike/ped infrastructure, green infrastructure, sidewalk/driveways/ADA ramps);
- B. Wet Utilities (stormwater drainage & lagoons, water storage & distribution, wastewater collection including pump stations);
- C. Building Maintenance & Retrofit (structural, roofing, HVAC, painting, remodel, building envelope work, interior renovation, etc.);
- D. Parks (Pathways, turf replacement, play structure improvements/replacement, park renovation, sport court resurfacing, medians).

Submittals for each subservice category may have identical information; however proposers are encouraged to provide separate information from Section III E. Consultant Experience and Reference and F. Project Team and References for each sub service areas to show experience and expertise.

Consultant may perform the following tasks:

- (1) Construction management, project management, monitoring, administration, and coordination services.
- (2) Construction inspection services of varying complexity
- (3) Design document review for coordination, constructability, and completeness
- (4) Cost estimation of construction documents and construction changes
- (5) Construction claim avoidance and resolution
- (6) Federal-aid construction and administration requirements (desired but not required).
- (7) Coordinating and reviewing materials
- (8) Materials Testing and specialty inspection and testing services
- (9) Storm Water Quality Inspections/ SWPP inspection and monitoring
- (10) Public Relations/Project Outreach
- (11) Project Closeout

2. Architectural Engineering/Building Engineering Services

The City intends to execute contracts for general on-call architectural engineering/building engineering services in support of building maintenance, general capital improvement projects, and review services.

Consultant may perform the following tasks:

- (1) Building inspection and project scoping services
- (2) Preparation of construction contract documents
- (3) Preparation of detailed construction cost estimates
- (4) Performing technical review of another consultant's work product.
- (5) Providing construction support services
- (6) Other On-Call Services

3. Landscape Architecture Services

The City intends to execute contracts for landscape architecture services for parks and general capital improvement projects.

Consultant may perform the following tasks:

- (1) Parks Condition Assessments
- (2) Parks/Trails Master Planning
- (3) Playground Equipment Inspections
- (4) Feasibility Studies
- (5) Preparation of detailed construction cost estimates
- (6) Schematics and Renderings
- (7) Peer Review of PS&Es Prepared by Others
- (8) Preliminary Design
- (9) Final Design PS&Es
- (10) Grant Writing and Application Preparation
- (11) Public Bidding and Construction Phase Services
- (12) Other On-Call Services

4. Geotechnical Engineering Services

The City intends to execute contracts for general geotechnical engineering services. The primary purpose of the contract will be to provide project and site-specific support for design and review of geotechnical work.

Consultant may perform the following tasks:

- (1) Peer review of geotechnical engineering reports
- (2) Site Investigations
- (3) Geologic Investigations
- (4) Soils and Asphalt Pavement Borings
- (5) Laboratory Testing
- (6) Non-destructive & destructive Testing
- (7) Prepare Geotechnical Reports

- (8) Pavement Section Design Alternatives
- (9) Retaining Wall Design Parameters
- (10) Shoring Design
- (11) Grading Observations
- (12) Other On-Call Services

5. Water and Wastewater Engineering Services

The City/EMID intends to execute contracts for Engineering Services in the field of water resources and wastewater for various different CIP development and private development services.

Consultant may perform the following tasks:

- (1) Conduct Preliminary Design
- (2) Prepare Construction Contract Documents and Estimates
- (3) Provide Bidding and Construction Support
- (4) Prepare Record Drawings and Warranty Inspection
- (5) Land Development Review of public and private improvements
- (6) Land Development Review of capacity studies, including downstream improvements such as pump station capacity and improvements.

6. Corrosion/Cathodic Protection Engineering

The City/EMID intends to execute contracts for Engineering Services in the field of Cathodic Protection Engineering.

Consultant may perform the following tasks:

- (1) Conduct Preliminary Design
- (2) Prepare Construction Contract Documents and Estimates
- (3) Provide Bidding and Construction Support
- (4) C.P. Program Evaluation and Review
- (5) Prepare Record Drawings and Warranty Inspection
- (6) Field Monitoring, Testing, Reporting, and Maintenance.

7. Cost Estimation Services

The City/EMID intends to execute contracts for Engineering Services in the field of Cost Estimation.

Consultant may perform the following tasks:

- (1) Prepare project cost estimates on a variety of CIP projects with differing level of work completed from initial project budgeting to final construction cost estimation.
- (2) Review project cost estimates on a variety of CIP projects with differing level of work completed from initial project budgeting to final construction cost estimation.

Project Specific Services

NO	SERVICE AREA	POTENTIAL PROJECTS	IDENTIFIED UPCOMING PROJECTS (MORE IN ATTACHMENT 2)	POTENTIAL TASKS
1.	Construction Management and Inspection Services	<ul style="list-style-type: none"> • Any City/EMID Property, Project, or Improvements • Roadways and Street Improvements • Pavement Resurfacing • Traffic Signals • Stormwater Drainage, Culverts, Basins • Grading • Water Storage & Distribution System • Sewer Pipelines and Lift Stations • Parks and Pathway Facilities • City buildings, roofs, HVAC, paint, seismic retrofit, structural retrofit • Bridge Rehabilitation • Grease Traps • Library Makerspace • Land Development Projects 	<p>Building Projects</p> <ul style="list-style-type: none"> • CIP 301-677 Library Exterior Improvements and Relandscaping • CIP 301-685 HVAC Improvements in City Buildings • CIP 301-700 - Fuel Systems Improvements • CIP 310-708 Renovate Elevators in City Buildings • NEW CIP Police Station Kitchen Remodel • NEW CIP Lagoon Intake Structure and Pump Station Building Rehabilitation <p>Parks Projects</p> <ul style="list-style-type: none"> • NEW CIP Edgewater Park Softball and Soccer Synthetic Resurfacing • NEW CIP Catamaran Park Improvements – Fitness Court/Picnic/Shade • NEW CIP Install Amphitheater Shade Structure • NEW CIP East Hillsdale and Foster City Boulevards Median Refurbishment <p>Annual Street / Traffic Signal Projects</p> <ul style="list-style-type: none"> • CIP 301-635 Mediation Modifications – Foster City Boulevard at Chess Drive • CIP 301-637 Road Widening – Foster City Boulevard at Chess Drive (combined) • CIP 301-698 Traffic Signal Systems Upgrades • Annual Street Resurfacing & Rehabilitation Projects • • NEW CIP Bicycle and Pedestrian Improvements Project <p>Stormwater Projects</p> <ul style="list-style-type: none"> • NEW CIP Add Third Lagoon Pump and Related Infrastructure • NEW CIP Fire and Rescue Boat Ramp Rehabilitation <p>Water Projects</p> <ul style="list-style-type: none"> • CIP 405-704A Water Transmission and Distribution System Improvements - Large Water Meter Replacements • CIP 405-704B/C Water Transmission and Distribution System Improvements - Water System Repairs • NEW CIP Large Water Valve Replacement Project • NEW CIP replacement of Cathodic 	<ul style="list-style-type: none"> • Constructability/Biddability Reviews • Value Engineering • Public Bidding Phase Support • Submittal Tracking and Reviews • Construction Staking • Construction Management & Controls • Contract Administration • Inter-agency and Third Party Utility Coordination • Construction Inspection • Storm Water Quality Inspections • Materials Testing • Specialty Inspection and Testing • Progress Meetings and Reporting • Public Relations/Outreach • Progress Payments and Grant/FundTracking • Change Order Management • Permit Monitoring • SWPPP & Erosion/Sediment ControlMonitoring • Claims & Disputes Prevention/Mitigation • Project Closeout • On-Call Services • Warranty Inspections

			<ul style="list-style-type: none"> Protection Anode Beds NEW CIP Permanent Emergency Bypass Transmission Main on E. Third Avenue <p>Wastewater Projects</p> <ul style="list-style-type: none"> CIP 455-695 Lift Station 59 Effluent Line Improvements CIP 455-696 Sanitary Sewer Improvements CIP 455-710 Emergency Generator Replacements CIP 455-710 Shell Bridge Sanitary Sewer Force Main Rehabilitation NEW CIP Sanitary Sewer Lift Station Improvements – Phase 6 NEW CIP Sanitary Sewer Manhold Replacements <p>Bridge Projects</p> <ul style="list-style-type: none"> NEW CIP Substructure and Superstructure Bridge Improvements 	
2.	Architectural Engineering/ Building Engineering Services	<ul style="list-style-type: none"> Any City/EMID Property, Project, Improvements, or Municipal Services Facility Remodels/Renovations and Tenant Improvements for: <ul style="list-style-type: none"> City Hall Fire and Police Station Recreation Center/Senior Center Corp Yard buildings and offices Other City buildings Other City Projects HVAC Systems Emergency Generators Elevators Mechanical Building Systems Seismic Retrofit 	<ul style="list-style-type: none"> CIP 301-685 HVAC Improvements in City Buildings CIP 301-677 Library Exterior Improvements and Relandscaping CIP 310-708 Renovate Elevators in City Buildings CIP 301-707 Install rear Security Gates 	<ul style="list-style-type: none"> Building Condition Assessments Site Selection Master Planning/Space Planning Feasibility Studies Renderings/Models/Displays Disabled Accessibility Evaluations and Mitigation Life Cycle Cost Estimates Peer Review of Building Design by Others Interior Design/FF&Es Sustainable Solutions Community Outreach Technical Studies, Reports and Presentations Conceptual/Schematic Design Mechanical/Electrical Systems Assessments Design Development Final Design Plans, Specifications and Estimates (PS&E) Public Bidding and Construction Phase Services On-Call Services
3.	Landscape Architecture	<ul style="list-style-type: none"> Any City/EMID Property, Project, Improvements, or Municipal Services Park Renovations Landscaping and Streetscapes Water-Conserving Irrigation Systems Xeriscape Sports Fields Dog Park 	<ul style="list-style-type: none"> CIP 301-682 Park System Master Plan (fka: Park System Improvements (2018-2019)) NEW CIP Sea Cloud Maintenance Shed NEW CIP Catamaran Park Improvements – Fitness Court/Picnic/Shade NEW CIP Install Amphitheater Shade Structure 	<ul style="list-style-type: none"> Parks Condition Assessments Parks/Trails Master Planning Playground Equipment Inspections Feasibility Studies Cost Estimating Schematics and Renderings Reporting and Presentations Peer Review of PS&Es Prepared by Others Preliminary Design Final Design PS&Es

		<ul style="list-style-type: none"> • <i>Fencing</i> • <i>Fountains</i> • <i>Playgrounds, Picnic Areas</i> <i>Erosion Control</i> 		<ul style="list-style-type: none"> • Grant Writing and Application Preparation • Public Bidding and Construction Phase Services • On-Call Services
4.	Geotechnical Engineering	<ul style="list-style-type: none"> • <i>Any City/EMID Property, Project, or Improvements</i> • <i>Roadways and Street Improvements</i> • <i>Plan Checking of Private Development Grading, Drainage, and Street Improvement Plans and Technical Reports</i> 	<ul style="list-style-type: none"> • Support various CIP projects that require Geotechnical services. 	<ul style="list-style-type: none"> • Peer Review of Geotech Reports • Site Investigations including subsurface investigations. • Geologic Investigations • Soils and Asphalt Pavement Borings • Laboratory Testing • Non-destructive Testing • Geotechnical Reports • Pavement Section Design Alternatives • Retaining Wall Design Parameters • Shoring Design • Slope Stabilization • Grading Observations • On-Call Services
5.	Water Transmission and Distribution System, Wastewater Collection System, Storm Water/Drainage System and Requirements Engineering Services	<ul style="list-style-type: none"> • <i>Any City/EMID Property, Project, or Improvements</i> • <i>New and Rehabilitated Pipelines</i> • <i>Lift Stations</i> • <i>Storm Drainage</i> • <i>Retention and Conveyance</i> • <i>Facilities</i> • <i>Pipe Lining and Pipe Bursting</i> • <i>Spot Repairs</i> • <i>Wastewater Collection and Water System Projects</i> • <i>Preventative Maintenance</i> • <i>Plans</i> • <i>Erosion Control</i> • <i>Storm Water C.3 Requirements</i> • <i>Land Development Projects</i> 	<p>Stormwater Projects</p> <ul style="list-style-type: none"> • NEW CIP Add Third Lagoon Pump and Related Infrastructure • NEW CIP Fire and Rescue Boat Ramp Rehabilitation <p>Water Projects</p> <ul style="list-style-type: none"> • CIP 405-704A Water Transmission and Distribution System Improvements - Large Water Meter Replacements • CIP 405-704B/C Water Transmission and Distribution System Improvements - Water System Repairs • NEW CIP Large Water Valve Replacement Project • NEW CIP replacement of Cathodic Protection Anode Beds • NEW CIP Permanent Emergency Bypass Transmission Main on E. Third Avenue <p>Wastewater Projects</p> <ul style="list-style-type: none"> • CIP 455-695 Lift Station 59 Effluent Line Improvements • CIP 455-696 Sanitary Sewer Improvements • CIP 455-710 Emergency Generator Replacements • CIP 455-710 Shell Bridge Sanitary Sewer Force Main Rehabilitation • NEW CIP Sanitary Sewer Lift Station Improvements – Phase 6 • NEW CIP Sanitary Sewer Manhole Replacements <p>Private Development</p> <ul style="list-style-type: none"> • Review onsite and offsite improvements plans. • Review capacity studies (storm, water, 	<ul style="list-style-type: none"> • Utility Condition Assessment & Inspections • Utility Master Planning • Alignment Studies • Hydrology/Hydraulic Analyses • Design Surveying • Environmental Permitting • Coordination with Utilities and Federal, Tribal and Regional Agencies • Utility System Modeling • Preliminary Engineering • Technical Studies and Reports • Final Design PS&Es • Reporting and Presentations • Value Engineering • Urban Water Management Plan • Water Capacity Studies • BAWSCA related project • Regulatory Reporting Requirements • Public Bidding and Construction • Phase Services • On-Call Services

			and wastewater).	
6.	Corrosion/ Cathodic Protection Engineering Services	<ul style="list-style-type: none"> • <i>Any City/EMID Property, Project, Maintenance, or Improvements</i> 	<ul style="list-style-type: none"> • Support various CIP projects that require cathodic protection services. • Support CP program monitoring, testing, reporting, and maintenance. 	<ul style="list-style-type: none"> • Conduct Preliminary Design • Prepare Construction Contract Documents and Estimates • Provide Bidding and Construction Support • C.P. Program Evaluation and Review • Prepare Record Drawings and Warranty Inspection • Field Monitoring, Testing, Reporting, and Maintenance.
7.	Cost Estimation Services	<ul style="list-style-type: none"> • <i>Any City/EMID Property, Project, or Improvements</i> 	<ul style="list-style-type: none"> • Support various CIP projects that require cost estimation services. 	<ul style="list-style-type: none"> • Prepare project cost estimates on a variety of CIP projects with differing level of work completed from initial project budgeting to final construction cost estimation. • Review project cost estimates on a variety of CIP projects with differing level of work completed from initial project budgeting to final construction cost estimation.

III. PROPOSAL REQUIREMENTS

To demonstrate the qualifications and experience necessary to perform the professional services described in the solicitation, consultants shall prepare submittals as described below.

Each proposal section shall be separated/divided by labeled bookmark in the pdf document with a section label and follow the order laid out below.

All questions regarding the Request for Proposals and/or Qualifications shall be submitted to Ryan Marquez at rmarquez@fostercity.org on or before the following dates and times:

Friday, November 3, 2023 by 4:00 pm

Consultants shall bear all costs and assume all liability associated with preparing and/or submitting proposals. The City/EMID shall bear no costs and/or assume no liability for preparing and/or submitting Proposals and/or Qualifications.

A. Cover Letter

Consultant shall provide a cover letter. Consultant's cover letter shall be signed (electronic signature is acceptable) by an employee authorized to contractually bind the Consultant and include the following:

1. A statement that all the information in the Request for Proposals and/or Qualifications was examined.
2. A statement that the proposal is binding for a 120-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, if selected, and is authorized to contractually bind the firm.
5. A statement that the firm has examined the enclosed City/EMID standard agreement "professional services agreement" and accepts it without any changes.

B. Executive Summary

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

C. Consultant Information

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

1. Legal name of firm.

2. Type of organization (partnership, corporation, etc.) and where incorporated, if applicable.
3. Firm's Officers.
4. Date firm was established.
5. Address of firm's headquarters.
6. Current number of people employed by the firm.
7. Name of consultant's parent company, if any.
8. Name of consultant's subsidiaries, owned in whole or part, if any.
9. List of contracts terminated for convenience or default or other reason within the past three (3) years, if any. Include contract value, description of work, client's name and telephone number.

D. Approach and Scope

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. Discuss approach and scope of proposed tasks in Section II of respective service area and add in other services offered, where appropriate.
2. Clearly specifying the scope of work, deliverables, communications, meetings, and the schedule for the work that will be included in the contract for professional services.
3. Discuss monitoring of the quality of deliverables, monitoring progress of work to ensure completeness, and monitoring controlling costs and managing changes in scope.

E. Consultant Experience and References

Consultant shall provide for it and each of its sub-consultants details of its experience working on projects or providing similar services listed in Section II. ***If proposing for Construction Management & Inspection Services, please provide the following for each subservice category of work being proposed upon, labeled according to section II.*** General Information, over the last five (5) years. Consultant shall provide for it and each of its sub-consultants, if any, details of not less than three (3) similar projects and the details shall include the following information numbered as they are below:

1. Project name.
2. Project(s) or service(s) that City/EMID have projected that may be similar/relevant.
3. Project Owner and contact information.
4. Project description including total project cost and location.
5. Description of the consultant's or subconsultant's role (Prime Consultant or sub-consultant to [Prime Consultant's Name]).
6. Description of professional engineering service provided.
7. Cost Control for Professional Engineering Services: Describe the original and final contract amount and reasons for differences, if any.
8. Schedule Control for Professional Engineering Services Contract: Original start date, actual start date, original end date, actual end date, description of reasons for differences. For dates, provide month and year.
9. Team members roles and responsibilities on project (only if on proposer's proposed team).
10. Sub-consultants on the proposed team that worked on the project, if any.

11. Contact information for the project owner.
12. Other information that the proposer sees as relevant.

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

The City/EMID will contact project owners to discuss their current and/or past performance. For project owner's contact information, provide project owner's name and address, the name of a contact with knowledge of Consultant's performance, as well as contact's phone number and email.

Consultants are encouraged to provide details of projects that were staffed by members of the proposed project team.

F. Project Team and References

The consulting team is key to delivering a successful project.

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

If proposing for Construction Management & Inspection Services, please provide Resident Engineer(s), inspector(s), etc. for each subservice category of work being proposed upon. Consultant shall provide details regarding the experience of each proposed team, with the understanding that construction management may have several teams that are deployed for different types of projects.

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

- 1) Consultant shall provide an **organization chart** showing the proposed relationships and the various roles and/or disciplines required to deliver the work. Within the organization chart, Consultant shall identify the project manager, other key personnel, and other team members. If a team member works for a sub-consultant, identify the sub-consultant. Consultant shall identify at least one person for each role and/or discipline. **If proposing for Construction Management & Inspection Services**, please provide a chart or charts for each subservice category (A through D) proposing on. *If proposing for multiple Construction Management & Inspection Services categories, one organization chart showing relationship of separate teams is acceptable or one for each category, up to proposer.*
- 2) Provide a **list of office(s)** in which the proposed team members will work. Provide its address, its general phone number, and the name of the principal(s) overseeing proposed staff at the office. Identify the proposed team members working at the office and their roles.

- 3) **Project Manager.** Provide the qualifications and experience of the Project Manager, his/her current commitments to other projects to confirm Consultant's ability to commit resources to the work, and not less than three (3) references for the Project Manager.
- 4) **Other Key Personnel.** Provide the qualifications and experience of the Other Key Personnel; their current commitments to other projects to confirm Consultant's ability to commit resources to the work; and not less than three (3) reference for each person who is identified as Other Key Personnel.

For Construction Management Services, the Resident Engineer(s) / Construction Manager(s) and Inspector(s) are Key Personnel. In addition to the information above, provide the name of the Contractor, Contractor's Project Manager, and Project Manager's contract information for each project listed in the Resident Engineer / Construction Manager resume.

- 5) **Other Team Members.** Provide the qualifications and experience of the Other Team Members.

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

G. Consultant Fee Schedule and Reimbursable Expenses

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

IV. PROPOSAL SUBMITTAL REQUIREMENTS

Consultant shall submit its Proposal and/or Qualifications in accordance with the following requirements:

Each Service Area submittal must conform (order and contents) to the following:

1. Each firm must submit a separate submittal for each Service Area that they wish to provide services for. **Firms interested in providing services in any Service Area must be the prime consultant for that service.**
2. Submittals must follow the organization, order and numbering presented in **Section III – Proposal Requirements:**
 - a. Cover Letter – Identify the Service Area
 - b. Executive Summary
 - c. Project Approach and Scope
 - d. Consultant Information - General Firm Information
 - e. Consultant Experience and References
 - f. Project Team and References –
 - Tentative Project Team
 - Provide an Organizational Chart to illustrate your Tentative Project Team with any Subconsultants
 - Resumes of Key Personnel. Please include only personnel who would likely be available and would directly work on the assigned project.
 - Example Projects that best illustrate Proposed Team’s Qualifications and which projected City/EMID project(s) that they are similar to.
 - Key Personnel Participation in Example Projects
 - g. Consultant Fee Schedule and Reimbursable Expenses
3. Consultant shall submit/upload proposals ELECTRONICALLY to the following Link:

<https://www.fostercity.org/publicworks/page/request-proposalqualifications-professional-services>
4. City will only consider proposals received by City/EMID at or before the proposal submittal deadline of:
Thursday, November 9, 2023 at 4pm

Contact Ryan Marquez at rmarquez@fostercity.org to confirm receipt of proposal.

V. CONSULTANT SELECTION PROCESS

The decision for selection will be made on a combination of criteria. Principle criteria for evaluating the proposals will include the following:

- 1) **Experience/Qualifications:** Firm's experience on similar projects in the last five years.
 - a. Consultant's and sub-consultant's, if any, experience successfully providing professional services on similar projects in the last five (5) years.
- 2) **Personnel Assigned:** The Project Manager (or equivalent) and associated personnel should have applicable experience in the proposed disciplines. Experience of key personnel assigned to the project, and experience of key team members who will be assigned to the project for its full duration.
 - a. Project Manager's (or equivalent) experience successfully providing professional services and/or other related work on similar projects and their availability to perform work required by his/her role.
 - b. Other Key Personnel's experience successfully providing professional services and/or other related work on similar projects and their availability to perform the work required by his/her role.
 - c. Other Team Members' experience providing professional services and/or other related work on similar projects.
- 3) **Quality and Completeness of Proposal:**
 - a. Clarity and relevance of information contained in the proposal.
 - b. Consultant's understanding of work.
 - c. Consultant's approach to the work.
- 4) **References:** The City/EMID will review proposals and perform reference checks to evaluate consultants.

The City/EMID may or may not conduct consultant interviews to evaluate consultants. If the City/EMID chooses to hold interviews as part of the selection process, EMID will notify consultants **approximately two (2) weeks before** the proposed interview time(s).

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

After final evaluation, the City/EMID will identify the highest ranked consultant(s) which appears to best meets the qualification criteria. The City/EMID will attempt to negotiate a contract with the selected consultant(s).

Consultants shall bear all costs and assume all liability associated with negotiating a consulting agreement. The City/EMID shall bear no costs and/or assume any liability related to negotiating a consulting agreement.

VI. STANDARD PROFESSIONAL SERVICES AGREEMENT & INSURANCE REQUIREMENTS

The standard professional services agreement is attached as **Attachment 3**.

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

ATTACHMENT 1

SCOPE OF SERVICES CONSTRUCTION MANAGEMENT & INSPECTION SERVICES

SCOPE OF SERVICES TO BE SUPPLIED BY CONSULTANT

The following generalized task descriptions are presented as information only to assist consultants in prepare a proposal. In general, the scope of services is intended to provide the services required for the construction management of the project. A more detailed scope of services will be incorporated into the negotiated task orders after successful execution of master services agreement.

Consultant is encouraged to include in the proposal any additional tasks beyond the Draft Scope of Services that the Consultant may find necessary or beneficial to deliver a successful project and work. The City/EMID reserves the right to enter into agreements for none, a portion, modified portions, or all the work described in this solicitation.

Construction Management and Inspection Services generally consists of the following work:

1. Construction Management, Project Management, monitoring, administration, and coordination services.
2. Design document review for coordination, constructability, and completeness.
3. Construction inspection services of varying complexity.
4. Labor compliance documentation
5. Cost estimation of construction documents and construction changes.
6. Construction claim avoidance and resolution
7. Federal-aid construction and administration requirements (desired but not required).
8. Warranty Inspections

TASK 1 – Perform Pre-Construction Activities

Prepare one schedule & labor estimate (per category proposing on) assuming that the following projects are ready for bidding beginning January 1, 2024 or a non-dated schedule.

- I. Streets/Traffic/Bridges (road resurfacings/rehabilitation, street improvements, bridge work, traffic signals, bike/ped infrastructure);
 - a. CIP 301-635 & 637 – Median Modifications & Road Widening – Foster City Boulevard at Chess Drive
 - b. NEW CIP - Substructure and Superstructure Bridge Improvements
- II. Wet Utilities (stormwater drainage & lagoons, water storage & distribution, wastewater collection including pump stations);
 - a. CIP 405-704 - Water Transmission and Distribution System Improvements - Large Water Meter Replacements
 - b. CIP 455-710 - Shell Bridge Sanitary Sewer Force Main Rehabilitation
 - c. NEW CIP – Sanitary Sewer Lift Station Improvements (Phase 6)
- III. Building Maintenance & Retrofit (structural, hvac, painting, remodel, etc.).
 - a. CIP 301-677 - Library Exterior Improvements and Relandscaping

- b. CIP 301-685 - HVAC Improvements in City Buildings
- IV. Parks (Pathways, turf replacement, play structure improvements/replacement, park renovation, ect.)
- a. NEW CIP - Edgewater Park Softball & Soccer Synthetic Resurfacing
 - b. NEW CIP - Sea Cloud Maintenance Shed

Upon receiving written Authorization to Proceed for TASK 1 - PERFORM PRE-CONSTRUCTION ACTIVITIES, CONSULTANT shall:

- Review and understand the construction contract documents.
- Understand the CITY's Electronic Filing System for project documents.
- Provide Construction Management System software for project
- Set up both electronic and hard copy filing as agreed to with the CITY and maintain project document files.
- Bid support services – addenda review, bid review and evaluation, ect.
- Perform constructability review of construction contract documents.
- Perform Field inspections as necessary to document the site prior to construction.

TASK 2 – Provide Construction Management and Support Services

Upon receiving written Authorization to Proceed, CONSULTANT shall perform all work required to administer the construction contract and implement the Project, including but not limited to the following:

- Coordination
 - Conduct pre-construction and weekly progress meetings, and prepare and distribute agenda and meeting minutes.
 - Produce Weekly Statement of Working (or Calendar) Days.
 - Maintain communications and coordinate with the CITY, its Contractor, and its Designer.
- Third Party Construction Coordination
 - Maintain log of third-party work, e.g. PG&E, AT&T, etc., after notice proceed issuance.
 - Request third parties to perform construction work, as required
- Process Contractor's Requests for Payment (Progress Billings)
 - Review, comment on, and approve Contractor's Requests for Payments.
- Change Management
 - Maintain Log of Potential Change Orders.
 - Maintain Log of Change Orders.
 - Coordinate, review, and evaluation potential change orders and cost estimates/quotations.
 - Inspection and evaluation of site conditions that are perceived to be different than shown in the contract documents.
 - Resolve and/or facilitate resolution of conflicts with plans and existing field conditions, and conflicts with contract documents, if any.
 - If a contract change order is required, produce contract change order, independent cost estimate, time impact analysis (if applicable) for the CITY's approval.
 - Review, comment on, and approve contractor's Time Impact Analyses (TIA) for change orders.
 - Review, gather, and evaluate information for resolution of potential claims or disputes.

- Schedule Management Review, comment on, and approve contractor's baseline schedule and updates, if any.
 - Evaluate contractor's schedule for actual versus planned progress, and document all scheduling discrepancies and deviations.
 - Review, comment on, and approve contractor's monthly schedule submittal.
- Inspection of Construction Work Product
 - Inspect Contractor's work daily for compliance with contract requirements.
 - Track extra work performed at force account.
 - Produce daily inspection reports, including photos, descriptions of daily activities, any corrective actions to be taken by Contractor, persons and equipment on site, and work to be completed the following day(s).
 - Review of materials and equipment delivered to site for compliance with submittals and contract documents.
- Labor Compliance
 - Review labor compliance submittals from contractor.
 - Conduct in field interviews confirming labor compliance.
- Storm Water Pollution Prevention
 - Review storm water pollution prevention plan.
 - Perform quality assurance inspections of best management practice implemented as part of an approved Storm Water Pollution Prevention Plan.
- RFI and Submittal Coordination
 - Log all RFIs and associated responses.
 - Create and maintain submittal log.
 - Facilitate submittal reviews by forwarding/coordinating with Design Engineer for resolution, and response.
- Provide Materials testing services
 - Perform intermittent verification testing of materials to verify materials meet contract requirements.
 - Coordinate material testing and specialty inspections (to be furnished by firm's subcontractor) as required in the contract documents.

TASK 3 – CLOSEOUT PROJECT

Upon receiving written authorization to proceed, CONSULTANT shall perform all work required to close out the project, including the following:

- Site inspection(s) to determine if facilities are complete and in compliance with contract documents.
- Develop corrective item work lists (punch lists) and inspection of corrective actions performed. Coordinate with Design Team for preparation of punch list.
- Recommend retention release
- Review Contractor's as-built drawings for accuracy and completeness. Provide comments as necessary and verify that Contractor incorporated comments into as-built drawings. Coordinate final submittal of organized and complete record drawings in accordance with contract documents.

- Assist with preparing project closeout forms, including Closeout Memorandum, Capital Asset Infrastructure form, and Capital Asset Infrastructure Disposal form.
- Organize and verify completeness of project records.
- Verify contractor has made all payments and that all required releases including lien release and release of claims have been submitted by contractor.
- Prepare and submit final construction report.

TASK 4 – PERFORM WARRANTY INSPECTION

Upon receiving written authorization to proceed, CONSULTANT shall perform all work required to perform the warranty inspection and oversee correction of the warranty items, including the following:

- Perform one-year warranty inspection prior to the anniversary date of Notice of Completion.
- Prepare a punch list identifying corrective action required under warranty.
- Coordinate necessary repair work.
- Inspect repair work and document that repair work was completed.

TASK 5 - MANAGEMENT AND PROJECT CONTROLS

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

1. The Consultant shall designate a project manager, acceptable to the City/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, City/EMID, and other involved agencies and organizations.

Project Manager shall work as Project Manager on the project for their duration. If Consultant wishes to propose a substitute at any time during the duration of the project, City/EMID shall approve Consultant’s Project Manager.

2. The working interface between the Consultant and the City/EMID shall be defined as follows:

- 2.1 Within fifteen (15) calendar days after receipt of the Notice to Proceed, the Consultant shall submit a final work plan to the City/EMID that shall include:
 - i. 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).
 - ii. The roles and responsibilities of the project team members including sub-consultants.
 - iii. Procedures for maintaining quality control and, particularly, adherence to budget and schedule.
 - iv. A schedule that details activities of each sub-consultant’s service in an appropriate time frame consistent with the duration of this Agreement.
 - v. 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 City/EMID’s project manager and shall provide the basis for determining timeliness and cost effectiveness of the Consultant's execution of the Scope of Services.

- 2.2. To support each invoice, the Consultant shall furnish control reports for each project that shall include the following:
- i. 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.
 - ii. A cost report, for each specific engineer's service, that shows:
 - a. The current period and cumulative expenditures to date.
 - b. The estimated cost to complete each task.
 - c. The estimated date to complete each task.
 - d. The approved budget.
 - e. 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.
 - iii. 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 City/EMID's project manager.
- 2.3. Project control reports are to be submitted monthly, together with invoice submittal, unless directed otherwise by the City/EMID's 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.
- 2.5. The Consultant shall be available for consultation with the City/EMID's project manager at all reasonable times and shall immediately advise the project manager of requests, technical decisions, or problems that may materially affect a project's scope, quality, schedule, or cost.

ATTACHMENT 2

EXISTING AND FUTURE PROJECT INFORMATION

See [FY 2023-2024 FINAL Budget](#)

https://www.fostercity.org/sites/default/files/fileattachments/financial_services/page/3521/fy_2023-2024_final_budget.pdf

for detailed project descriptions document pages 307-351

FIVE YEAR CAPITAL IMPROVEMENT PROJECT PLAN (FISCAL YEAR 2023-24 TO 2027-28)

Category	PROJECT #	PROJECT NAME	Funding Source*	TOTAL - Not Including Prior Years	2023-24	2024-25	2025-26	2026-27	2027-28
BUILDING PROJECTS									
C	BD-01	BD-01 (CIP 301-677) LIBRARY EXTERIOR IMPROVEMENTS AND RE-LANDSCAPING (2017-2018)	CC	\$200,000	\$0	\$200,000	\$0	\$0	\$0
C	BD-02	BD-02 (NEW CIP) POLICE STATION KITCHEN REMODEL (2023-2024)	CC	\$130,000	\$130,000	\$0	\$0	\$0	\$0
B	BD-03	BD-03 (NEW CIP) REPLACE CITY HALL AND FIRE STATION ROOF (2027-2028)	BMF	\$500,000	\$0	\$0	\$0	\$0	\$500,000
TOTAL BUILDING PROJECTS			3	\$830,000	\$130,000	\$200,000	\$0	\$0	\$500,000
PARKS PROJECTS									
B	PK-01	PK-01 (NEW CIP) EDGEWATER PARK SOFTBALL AND SOCCER SYNTHETIC RESURFACING (2023-2024)	CC	\$900,000	\$900,000	\$0	\$0	\$0	\$0
C	PK-02	PK-02 (NEW CIP) LIGHT INSTALLATION AT BOOTHBAY PARK (2023-2024)	CC	\$250,000	\$250,000	\$0	\$0	\$0	\$0
B	PK-03	PK-03 (NEW CIP) SEA CLOUD MAINTENANCE SHED (2023-2024)	CC	\$2,300,000	\$300,000	\$2,000,000	\$0	\$0	\$0
C	PK-04	PK-04 (NEW CIP) EAST HILLSDALE AND FOSTER CITY BOULEVARDS MEDIAN REFURBISHMENT (2024-2025)	CC	\$500,000	\$0	\$500,000	\$0	\$0	\$0
C	PK-05	PK-05 (NEW CIP) CATAMARAN PARK IMPROVEMENTS - FITNESS COURT/PICNIC/SHADE (2024-2025)	CC	\$550,000	\$0	\$550,000	\$0	\$0	\$0
C	PK-06	PK-06 (NEW CIP) INSTALL NEW AMPHITHEATER SHADE STRUCTURE (2025-2026)	CC	\$1,000,000	\$0	\$0	\$1,000,000	\$0	\$0
B	PK-07	PK-07 (NEW CIP) DOG PARK SYNTHETIC TURF REPLACEMENT (2025-2026)	CC	\$500,000	\$0	\$0	\$500,000	\$0	\$0
C	PK-08	PK-08 (NEW CIP) RESURFACING: TENNIS (Boothbay, LRP, Edgewater); BASKETBALL (Shad, Sunfish, Turnstone, Edgewater, Port Royal, Ketch) (2025-2026)	CC	\$320,000	\$0	\$0	\$320,000	\$0	\$0
B	PK-09	PK-09 (NEW CIP) CATAMARAN AND SEA CLOUD S3 SYNTHETIC RESURFACING (2026-2027)	CC	\$1,248,000	\$0	\$0	\$0	\$1,248,000	\$0
C	PK-10	PK-10 (NEW CIP) AMPHITHEATER SYNTHETIC TURF RESURFACING (2026-2027)	CC	\$120,000	\$0	\$0	\$0	\$120,000	\$0
B	PK-11	PK-11 (NEW CIP) GULL PARK RENOVATION (2027-2028)	CC/ERF	\$3,810,000	\$0	\$0	\$0	\$0	\$3,810,000
B	PK-12	PK-12 (NEW CIP) MARLIN PARK RENOVATION (2027-2028)	CC/ERF	\$3,900,000	\$0	\$0	\$0	\$0	\$3,900,000
B	PK-13	PK-13 (NEW CIP) BOOTHBAY PARK FAMILY PLAYGROUND AND PICNIC SITE IMPROVEMENTS (2027-2028)	CC/ERF/PIL	\$500,000	\$0	\$0	\$0	\$0	\$500,000
TOTAL PARKS PROJECTS			13	\$15,898,000	\$1,450,000	\$3,050,000	\$1,820,000	\$1,368,000	\$8,210,000
STORMWATER/LAGOON PROJECTS									
A	SW-01	SW-01 (NEW CIP) ADD THIRD LAGOON PUMP AND RELATED INFRASTRUCTURE (2023-2024)	CC	\$2,000,000	\$2,000,000	\$0	\$0	\$0	\$0
A	SW-02	SW-02 (NEW CIP) LAGOON INTAKE STRUCTURE AND PUMP STATION BUILDING REHABILITATION (2023-2024)	CC	\$10,700,000	\$200,000	\$500,000	\$5,000,000	\$5,000,000	\$0
B	SW-03	SW-03 (NEW CIP) LAGOON DREDGING (2027-2028)	CC	\$300,000	\$0	\$0	\$0	\$0	\$300,000
TOTAL STORMWATER/LAGOON PROJECTS			3	\$13,000,000	\$2,200,000	\$500,000	\$5,000,000	\$5,000,000	\$300,000
STREETS/TRAFFIC PROJECTS									
A	ST-01	ST-01 (CIP 301-698) TRAFFIC SIGNAL SYSTEM UPGRADES (2020-2021)	SB1/MW/ERF/CC	\$8,925,000	\$100,000	\$1,000,000	\$7,825,000	\$0	\$0
B	ST-02	ST-02 (NEW CIP) SUBSTRUCTURE AND SUPERSTRUCTURE BRIDGE IMPROVEMENTS (2023-2024)	SB1	\$850,000	\$400,000	\$450,000	\$0	\$0	\$0
A	ST-03	ST-03 (NEW CIP) STREET REHABILITATION AND PARK PATHWAY RESTORATION (2023-2024)	MA/CC	\$1,800,000	\$1,800,000	\$0	\$0	\$0	\$0
A	ST-04	ST-04 (NEW CIP) STREET REHABILITATION AND PARK PATHWAY RESTORATION (2024-2025)	MA/GT/CC	\$1,800,000	\$0	\$1,800,000	\$0	\$0	\$0
C	ST-05	ST-05 (NEW CIP) BICYCLE AND PEDESTRIAN IMPROVEMENTS PROJECT (2024-2025)	MA	\$325,000	\$0	\$75,000	\$250,000	\$0	\$0
A	ST-06	ST-06 (NEW CIP) STREET REHABILITATION AND PARK PATHWAY RESTORATION (2025-2026)	MA/GT/MM/SB1/CC	\$1,800,000	\$0	\$0	\$1,800,000	\$0	\$0
B	ST-07	ST-07 (NEW CIP) FIRE AND RESCUE BOAT RAMP REHABILITATION (2025-2026)	CC	\$280,000	\$0	\$0	\$80,000	\$0	\$200,000
A	ST-08	ST-08 (NEW CIP) STREET REHABILITATION AND PARK PATHWAY RESTORATION (2026-2027)	MA/GT/SB1/CC	\$1,800,000	\$0	\$0	\$0	\$1,800,000	\$0
A	ST-09	ST-09 (NEW CIP) STREET REHABILITATION AND PARK PATHWAY RESTORATION (2027-2028)	MA/GT/MM/SB1	\$1,500,000	\$0	\$0	\$0	\$0	\$1,500,000
TOTAL STREETS/TRAFFIC PROJECTS			9	\$19,080,000	\$2,300,000	\$3,325,000	\$9,955,000	\$1,800,000	\$1,700,000

FIVE YEAR CAPITAL IMPROVEMENT PROJECT PLAN (FISCAL YEAR 2023-24 TO 2027-28)

Category	PROJECT #	PROJECT NAME	Funding Source*	TOTAL - Not Including Prior Years	2023-24	2024-25	2025-26	2026-27	2027-28
WATER PROJECTS									
B	WA-01	WA-01 (NEW CIP) LARGE WATER VALVE REPLACEMENT (2024-2025)	CW	\$1,500,000	\$0	\$1,000,000	\$500,000	\$0	\$0
A	WA-02	WA-02 (NEW CIP) REPLACEMENT OF CATHODIC PROTECTION ANODE BEDS (2025-2026)	CW	\$500,000	\$0	\$0	\$500,000	\$0	\$0
A	WA-03	WA-03 (NEW CIP) PERMANENT EMERGENCY BYPASS ITRANSMISSION MAIN ON E. THIRD AVE (2025-2026)	CW	\$1,000,000	\$0	\$0	\$300,000	\$700,000	\$0
B	WA-04	WA-04 (NEW CIP) COATING ON 24-INCH TRANSMISSION MAIN AT SEAL SLOUGH BRIDGE (2026-2027)	WCF	\$1,000,000	\$0	\$0	\$0	\$1,000,000	\$0
A	WA-05	WA-05 (NEW CIP) TWO ENGINES AND PUMP REPLACEMENT AT WATER BOOSTER PUMP STATION (2027-2028)	CW	\$375,000	\$0	\$0	\$0	\$0	\$375,000
A	WA-06	WA-06 (NEW CIP) CHLORINE ANALYZERS AND AUTOFLUSHERS AT VARIOUS LOCATIONS (2027-2028)	CW	\$700,000	\$0	\$0	\$0	\$0	\$700,000
A	WA-07	WA-07 (NEW CIP) WATER FACILITIES SEISMIC VULNERABILITY ASSESSMENT (2027-2028)	CW	\$125,000	\$0	\$0	\$0	\$0	\$125,000
TOTAL WATER PROJECTS			7	\$5,200,000	\$0	\$1,000,000	\$1,300,000	\$1,700,000	\$1,200,000
WASTEWATER PROJECTS									
A	WW-01	WW-01 (CIP 401-652) WASTEWATER TREATMENT PLANT MASTER PLAN IMPROVEMENTS (2015-2016)	CWW/SRF	\$15,150,984	\$11,129,789	\$3,079,383	\$941,812	\$0	\$0
A	WW-02	WW-02 (CIP 455-696) SANITARY SEWER SYSTEM IMPROVEMENTS (2020-2021)	CWW	\$700,000	\$0	\$700,000	\$0	\$0	\$0
A	WW-03	WW-03 (NEW CIP) SANITARY SEWER LIFT STATION IMPROVEMENTS - PHASE 6 (2023-2024)	CWW	\$8,500,000	\$600,000	\$7,900,000	\$0	\$0	\$0
A	WW-04	WW-04 (NEW CIP) SANITARY SEWER MANHOLE REPLACEMENTS (2024-2025)	CWW/WWCF	\$2,500,000	\$0	\$500,000	\$2,000,000	\$0	\$0
B	WW-05	WW-05 (NEW CIP) OVERFLOW, REDUNDANCY, BYPASSING AND BACKUP POWER STUDY (2026-2027)	CWW	\$100,000	\$0	\$0	\$0	\$100,000	\$0
A	WW-06	WW-06 (NEW CIP) SANITARY SEWER LIFT STATIONS IMPROVEMENTS - PHASE 7 (2027-2028)	CWW	\$3,200,000	\$0	\$0	\$0	\$0	\$3,200,000
TOTAL WASTEWATER COLLECTION SYSTEM PROJECTS			6	\$30,150,984	\$11,729,789	\$12,179,383	\$2,941,812	\$100,000	\$3,200,000
GRAND TOTAL			41	\$84,158,984	\$17,809,789	\$20,254,383	\$21,016,812	\$9,968,000	\$15,110,000

*BMF=Building Maintenance Fund; CC=CIP City; CW=CIP Water; CWW=CIP Wastewater; CWW-ERF= Wastewater Equipment Replacement Fund; ERF=Equipment Replacement Fund; GT=Gas Tax (2103); MA=Measure A; MM=Measure M; MW=Measure W; SB 1 = Road Maintenance & Rehab; WCF=Water Connection Fees; WWCF=Wastewater Connection Fees

**TABLE D
ACTIVE AND PROPOSED CIP'S THROUGH FY 2027-28**

ACTIVE PROJECT	DESCRIPTION	FY AUTH	PRIOR YRS BUDGET & ADJ	CURRENT YR BUDGET & ADJ (2022-23)	TOTAL APPROVED BUDGET & ADJ	2023-24	2024-25	2025-26	2026-27	2027-28	ESTIMATED TOTAL PROJECT BUDGET
455-626	SANITARY SEWER LIFT STATION IMPROVEMENTS PROJECT-PHASE 5 (2012-2013)	12-13	\$8,075,000	\$0	\$8,075,000	\$0	\$0	\$0	\$0	\$0	\$8,075,000
301-635	MEDIAN MODIFICATIONS - FOSTER CITY BLVD AT CHESS DRIVE - MP#3 (2013-2014, 2014-2015)	13-14	\$345,540	\$0	\$345,540	\$0	\$0	\$0	\$0	\$0	\$345,540
405-636	WATER SYSTEM IMPROVEMENTS AND VALVE REPLACEMENTS (2013-2014)	13-14	\$1,550,000	\$0	\$1,550,000	\$0	\$0	\$0	\$0	\$0	\$1,550,000
301-637	ROAD IMPROVEMENTS AT FOSTER CITY BLVD AT CHESS DRIVE - MP #4, #7, #8 (2013-2014)	13-14	\$1,141,000	\$0	\$1,141,000	\$0	\$0	\$0	\$0	\$0	\$1,141,000
455-652	WASTEWATER TREATMENT PLANT MASTER PLAN IMPROVEMENTS (2015-2016)	15-16	\$103,379,766	\$39,784,664	\$143,164,430	\$11,129,789	\$3,079,383	\$941,812	\$0	\$0	\$158,315,414
301-655	PARK INFRASTRUCTURE IMPROVEMENTS- LEO RYAN PARK LAWN CONVERSION AND BOCCIE COURTS (2015-2016)	15-16	\$925,000	\$0	\$925,000	\$0	\$0	\$0	\$0	\$0	\$925,000
327-657	LEVEE PROTECTION PLANNING AND IMPROVEMENTS PROJECT - Prior years were in 301-657 (2015-2016)	15-16	\$85,000,000	\$10,000,000	\$95,000,000	\$0	\$0	\$0	\$0	\$0	\$95,000,000
405-660	WATER TANK IMPROVEMENTS PROJECT (2016-2017)	16-17	\$4,100,000	\$1,600,000	\$5,700,000	\$0	\$0	\$0	\$0	\$0	\$5,700,000
301-677	LIBRARY EXTERIOR IMPROVEMENTS AND RE-LANDSCAPING (2017-2018)	17-18	\$120,000	\$0	\$120,000	\$0	\$200,000	\$0	\$0	\$0	\$320,000
301-678	RECREATION CENTER REBUILD PROJECT (2017-2018)	17-18	\$55,300,000	\$0	\$55,300,000	\$0	\$0	\$0	\$0	\$0	\$55,300,000
301-681	NEW TRAFFIC SIGNALS AT VARIOUS LOCATIONS (2018-2019)	18-19	\$4,238,970	\$0	\$4,238,970	\$0	\$0	\$0	\$0	\$0	\$4,238,970
301-682	PARK SYSTEM MASTER PLAN (fka: PARK SYSTEM IMPROVEMENTS) (2018-2019)	18-19	\$484,500	\$0	\$484,500	\$0	\$0	\$0	\$0	\$0	\$484,500
301-685	HVAC IMPROVEMENTS IN CITY BUILDINGS (2018-2019)	18-19	\$380,000	\$1,660,000	\$2,040,000	\$0	\$0	\$0	\$0	\$0	\$2,040,000
301-690	SEISMIC IMPROVEMENTS AT LAGOON PUMP STATION (2019-2020)	19-20	\$400,000	\$150,000	\$550,000	\$0	\$0	\$0	\$0	\$0	\$550,000
301-693	ROOF REPLACEMENT (2019-2020)	19-20	\$1,235,000	\$0	\$1,235,000	\$0	\$0	\$0	\$0	\$0	\$1,235,000
455-695	LIFT STATION 59 EFFLUENT LINE IMPROVEMENTS (FY 2020-2021)	20-21	\$1,800,000	\$0	\$1,800,000	\$0	\$0	\$0	\$0	\$0	\$1,800,000
455-696	SANITARY SEWER SYSTEM IMPROVEMENTS (2020-2021)	20-21	\$900,000	\$0	\$900,000	\$0	\$700,000	\$0	\$0	\$0	\$1,600,000
301-697	STREET REHABILITATION (FY 2020-2021)	20-21	\$1,560,000	\$0	\$1,560,000	\$0	\$0	\$0	\$0	\$0	\$1,560,000
301-698	TRAFFIC SIGNAL SYSTEM UPGRADES (2020-2021)	20-21	\$50,000	\$475,000	\$525,000	\$100,000	\$1,000,000	\$7,825,000	\$0	\$0	\$9,450,000
301-699	CORPORATION YARD WORKSHOPS EXTERIOR PAINT (2020-2021)	20-21	\$200,000	\$0	\$200,000	\$0	\$0	\$0	\$0	\$0	\$200,000
301-700	FUEL SYSTEMS IMPROVEMENTS (2021-2022)	21-22	\$250,000	\$2,827,946	\$3,077,946	\$0	\$0	\$0	\$0	\$0	\$3,077,946
301-702	PARK PATHWAY RESTORATION (2021-2022)	21-22	\$300,000	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$300,000
301-703	STREET REHABILITATION (2021-2022)	21-22	\$1,700,000	\$1,500,000	\$3,200,000	\$0	\$0	\$0	\$0	\$0	\$3,200,000
405-704	WATER TRANSMISSION AND DISTRIBUTION SYSTEMS IMPROVEMENTS (2021-2022)	21-22	\$250,000	\$1,000,000	\$1,250,000	\$0	\$0	\$0	\$0	\$0	\$1,250,000
455-705	EMERGENCY GENERATOR REPLACEMENTS (2021-2022)	21-22	\$2,300,000	\$0	\$2,300,000	\$0	\$0	\$0	\$0	\$0	\$2,300,000
301-706	GOVERNMENT CENTER REHABILITATION (2022-2023)	22-23	\$0	\$200,000	\$200,000	\$0	\$0	\$0	\$0	\$0	\$200,000
301-707	INSTALL REAR SECURITY GATES (2022-2023)	22-23	\$0	\$500,000	\$500,000	\$0	\$0	\$0	\$0	\$0	\$500,000
301-708	RENOVATE ELEVATORS IN CITY BUILDINGS (2022-2023)	22-23	\$0	\$800,000	\$800,000	\$0	\$0	\$0	\$0	\$0	\$800,000
301-709	SEA CLOUD PARK S4 SYNTHETIC RESURFACING (2022-2023)	22-23	\$0	\$800,000	\$800,000	\$0	\$0	\$0	\$0	\$0	\$800,000

TABLE D
ACTIVE AND PROPOSED CIP'S THROUGH FY 2027-28

ACTIVE PROJECT	DESCRIPTION	FY AUTH	PRIOR YRS BUDGET & ADJ	CURRENT YR BUDGET & ADJ (2022-23)	TOTAL APPROVED BUDGET & ADJ	2023-24	2024-25	2025-26	2026-27	2027-28	ESTIMATED TOTAL PROJECT BUDGET
455-710	SHELL BRIDGE SANITARY SEWER FORCE MAIN REHABILITATION (2022-2023)	22-23	\$0	\$500,000	\$500,000	\$0	\$0	\$0	\$0	\$0	\$500,000
NEW	POLICE STATION KITCHEN REMODEL (2023-2024)	23-24	\$0	\$0	\$0	\$130,000	\$0	\$0	\$0	\$0	\$130,000
NEW	EDGEWATER PARK SOFTBALL AND SOCCER SYNTHETIC RESURFACING (2023-2024)	23-24	\$0	\$0	\$0	\$900,000	\$0	\$0	\$0	\$0	\$900,000
NEW	LIGHT INSTALLATION AT BOOTHBAY PARK (2023-2024)	23-24	\$0	\$0	\$0	\$250,000	\$0	\$0	\$0	\$0	\$250,000
NEW	SEA CLOUD MAINTENANCE SHED (2023-2024)	23-24	\$0	\$0	\$0	\$300,000	\$2,000,000	\$0	\$0	\$0	\$2,300,000
NEW	SUBSTRUCTURE AND SUPERSTRUCTURE BRIDGE IMPROVEMENTS (2023-2024)	23-24	\$0	\$0	\$0	\$400,000	\$450,000	\$0	\$0	\$0	\$850,000
NEW	STREET REHABILITATION AND PARK PATHWAY RESTORATION (2023-2024)	23-24	\$0	\$0	\$0	\$1,800,000	\$0	\$0	\$0	\$0	\$1,800,000
NEW	ADD THIRD LAGOON PUMP AND RELATED INFRASTRUCTURE (2023-2024)	23-24	\$0	\$0	\$0	\$2,000,000	\$0	\$0	\$0	\$0	\$2,000,000
NEW	LAGOON INTAKE STRUCTURE AND PUMP STATION BUILDING REHABILITATION (2023-2024)	23-24	\$0	\$0	\$0	\$200,000	\$500,000	\$5,000,000	\$5,000,000	\$0	\$10,700,000
NEW	SANITARY SEWER LIFT STATION IMPROVEMENTS - PHASE 6 (2023-2024)	23-24	\$0	\$0	\$0	\$600,000	\$7,900,000	\$0	\$0	\$0	\$8,500,000
NEW	EAST HILLSDALE AND FOSTER CITY BOULEVARDS MEDIAN REFURBISHMENT (2024-2025)	24-25	\$0	\$0	\$0	\$0	\$500,000	\$0	\$0	\$0	\$500,000
NEW	CATAMARAN PARK IMPROVEMENTS - FITNESS COURT/ PICNIC/SHADE (2024-2025)	24-25	\$0	\$0	\$0	\$0	\$550,000	\$0	\$0	\$0	\$550,000
NEW	STREET REHABILITATION AND PARK PATHWAY RESTORATION (2024-2025)	24-25	\$0	\$0	\$0	\$0	\$1,800,000	\$0	\$0	\$0	\$1,800,000
NEW	BICYCLE AND PEDESTRIAN IMPROVEMENTS PROJECT (2024-2025)	24-25	\$0	\$0	\$0	\$0	\$75,000	\$250,000	\$0	\$0	\$325,000
NEW	LARGE WATER VALVE REPLACEMENT (2024-2025)	24-25	\$0	\$0	\$0	\$0	\$1,000,000	\$500,000	\$0	\$0	\$1,500,000
NEW	SANITARY SEWER MANHOLE REPLACEMENTS (2024-2025)	24-25	\$0	\$0	\$0	\$0	\$500,000	\$2,000,000	\$0	\$0	\$2,500,000
NEW	INSTALL NEW AMPHITHEATER SHADE STRUCTURE (2025-2026)	25-26	\$0	\$0	\$0	\$0	\$0	\$1,000,000	\$0	\$0	\$1,000,000
NEW	DOG PARK SYNTHETIC TURF REPLACEMENT (2025-2026)	25-26	\$0	\$0	\$0	\$0	\$0	\$500,000	\$0	\$0	\$500,000
NEW	RESURFACING: TENNIS (Boothbay, LRP, Edgewater); BASKETBALL (Shad, Sunfish, Turnstone, Edgewater, Port Royal, Ketch) (2025-2026)	25-26	\$0	\$0	\$0	\$0	\$0	\$320,000	\$0	\$0	\$320,000
NEW	STREET REHABILITATION AND PARK PATHWAY RESTORATION (2025-2026)	25-26	\$0	\$0	\$0	\$0	\$0	\$1,800,000	\$0	\$0	\$1,800,000
NEW	FIRE AND RESCUE BOAT RAMP REHABILITATION (2025-2026)	25-26	\$0	\$0	\$0	\$0	\$0	\$80,000	\$0	\$200,000	\$280,000
NEW	REPLACEMENT OF CATHODIC PROTECTION ANODE BEDS (2025-2026)	25-26	\$0	\$0	\$0	\$0	\$0	\$500,000	\$0	\$0	\$500,000
NEW	PERMANENT EMERGENCY BYPASS ITRANSMISSION MAIN ON E. THIRD AVE (2025-2026)	25-26	\$0	\$0	\$0	\$0	\$0	\$300,000	\$700,000	\$0	\$1,000,000
NEW	CATAMARAN AND SEA CLOUD S3 SYTHETIC RESURFACING (2026-2027)	26-27	\$0	\$0	\$0	\$0	\$0	\$0	\$1,248,000	\$0	\$1,248,000

**TABLE D
ACTIVE AND PROPOSED CIP'S THROUGH FY 2027-28**

ACTIVE PROJECT	DESCRIPTION	FY AUTH	PRIOR YRS BUDGET & ADJ	CURRENT YR BUDGET & ADJ (2022-23)	TOTAL APPROVED BUDGET & ADJ	2023-24	2024-25	2025-26	2026-27	2027-28	ESTIMATED TOTAL PROJECT BUDGET
NEW	AMPHITHEATER SYNTHETIC TURF RESURFACING (2026-2027)	26-27	\$0	\$0	\$0	\$0	\$0	\$0	\$120,000	\$0	\$120,000
NEW	STREET REHABILITATION AND PARK PATHWAY RESTORATION (2026-2027)	26-27	\$0	\$0	\$0	\$0	\$0	\$0	\$1,800,000	\$0	\$1,800,000
NEW	COATING ON 24-INCH TRANSMISSION MAIN AT SEAL SLOUGH BRIDGE (2026-2027)	26-27	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000,000	\$0	\$1,000,000
NEW	OVERFLOW, REDUNDANCY, BYPASSING AND BACKUP POWER STUDY (2026-2027)	26-27	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0	\$100,000
NEW	REPLACE CITY HALL AND FIRE STATION ROOF (2027-2028)	27-28	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$500,000	\$500,000
NEW	GULL PARK RENOVATION (2027-2028)	27-28	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,810,000	\$3,810,000
NEW	MARLIN PARK RENOVATION (2027-2028)	27-28	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,900,000	\$3,900,000
NEW	BOOTHBAY PARK FAMILY PLAYGROUND AND PICNIC SITE IMPROVEMENTS (2027-2028)	27-28	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$500,000	\$500,000
NEW	LAGOON DREDGING (2027-2028)	27-28	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000	\$300,000
NEW	STREET REHABILITATION AND PARK PATHWAY RESTORATION (2027-2028)	27-28	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500,000	\$1,500,000
NEW	TWO ENGINES AND PUMP REPLACEMENT AT WATER BOOSTER PUMP STATION (2027-2028)	27-28	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$375,000	\$375,000
NEW	CHLORINE ANALYZERS AND AUTOFLUSHERS AT VARIOUS LOCATIONS (2027-2028)	27-28	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$700,000	\$700,000
NEW	WATER FACILITIES SEISMIC VULNERABILITY ASSESSMENT (2027-2028)	27-28	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$125,000	\$125,000
NEW	SANITARY SEWER LIFT STATIONS IMPROVEMENTS - PHASE 7 (2027-2028)	27-28	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,200,000	\$3,200,000
	TOTAL		\$275,984,776	\$61,797,610	\$337,782,386	\$17,809,789	\$20,254,383	\$21,016,812	\$9,968,000	\$15,110,000	\$421,941,370

ATTACHMENT 3

PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF FOSTER CITY/ESTERO MUNICIPAL IMPROVEMENT DISTRICT AND CONSULTANT

MASTER [REDACTED] SERVICES AGREEMENT
FOR
[REDACTED] SERVICES

This Agreement is made and entered into as of the [REDACTED] day of [REDACTED], 20[REDACTED] by and between the City of Foster City/Estero Municipal Improvement District hereinafter called "CITY/DISTRICT" and [REDACTED] hereinafter called "CONSULTANT".

RECITALS

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

WHEREAS, CITY/DISTRICT desires to retain CONSULTANT to provide _____ and related services;

WHEREAS, It is anticipated that, as a need arises for CONSULTANT to provide services, CITY/DISTRICT will issue Task Orders to CONSULTANT (in a form substantially similar to that set forth in Exhibit "A," attached hereto and incorporated by reference which more particularly describes the scope of services to be performed);

WHEREAS, In reliance upon CONSULTANT's documentation of its qualifications, the CITY/DISTRICT finds that CONSULTANT has demonstrated the requisite qualifications, experience, training, and expertise to perform the requested services.

WHEREAS, That 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 each Task Order and Exhibit "B," Scope of Services, 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 B and each Task Order 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 B and in each Task Order.

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. Initial contract period shall be from [REDACTED]. The contract may be renewed subsequently in one-year

increments as follows: The second contract period will be from [REDACTED]. The third contract period will be from [REDACTED]. Renewal shall be by mutual consent of CONSULTANT AND CITY/DISTRICT as approved by the City Council/District Board. CONSULTANT shall not commence Services or work until a Notice to Proceed is issued by CITY/DISTRICT.

(b) Notwithstanding the provisions of (a) above, CITY/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 CITY/DISTRICT may determine in its sole discretion.

(c) CITY/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 CITY/DISTRICT's written notice to CONSULTANT demanding such cure, in which case CONSULTANT shall be liable to CITY/DISTRICT for all loss, cost, expense, damage and liability resulting from such breach and termination.

(d) CITY/DISTRICT may terminate performance of the Services under this Agreement in whole, or from time to time in part, for convenience, whenever CITY/DISTRICT determines that such termination is in CITY/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. CITY/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 "C" 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 total amount identified in all Task Orders issued by the City/District against this agreement. The Consultant shall only be paid for services performed under this Agreement to the extent authorized by written Task Order. No overhead or other expenses can be recovered for interim periods when the Consultant's services are not utilized by the City/District. Invoices for amounts in excess of each Task Order 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 CITY's Manager (for contracts less than \$50,000) or CITY 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 CITY/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 CITY/DISTRICT including, without limitation, CONSULTANT's transmittal of all deliverables to CITY/DISTRICT required by EXHIBIT B and each Task Order.

CITY/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 CITY/DISTRICT receives all deliverables required under Exhibit B and each Task Order, SCOPE OF WORK AND SCHEDULE, for the payment period (if any) and reasonably accepts such deliverables as meeting the requirements of this Agreement. In cases where CONSULTANT has partially completed one or more deliverables due during a payment period, and if CONSULTANT demonstrates diligent progress thereon, then CITY/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 CITY/DISTRICT. CITY/DISTRICT shall not be liable for, and CONSULTANT shall not be entitled to, any payment for Services performed before this Agreement's execution.

CITY/DISTRICT will not withhold any Federal or State income taxes or Social Security tax from any payments made by CITY/DISTRICT to CONSULTANT under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of CONSULTANT. CITY/DISTRICT has no responsibility or liability for payment of CONSULTANT's taxes or assessments.

CONSULTANT shall pay prevailing wages to its employees on any agreement in excess of \$1,000.00. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Agreement, as determined by the Director of the State of California Department of Industrial Relations, are on file at the County's Capital Projects Office and may be obtained from the California Department of Industrial Relations website [<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>]. CONSULTANT shall comply with the 8-hours per day/40 hours per week/overtime/working hours restrictions for all employees, pursuant to the California Labor Code. CONSULTANT and all subconsultants shall keep and maintain accurate employee payroll records for Work performed under the Agreement. The payroll records shall be certified and submitted as required by law, including Labor Code Sections 1771.4 (if applicable) and 1776, including to the Labor Commissioner no less frequently than monthly. CONSULTANT shall comply fully with Labor Code Section 1777.5 in the hiring of apprentices for work relating to the Agreement. If the Agreement exceeds \$2,000 and is funded with federal funds, then CONSULTANT shall pay federal Davis Bacon wages and comply with applicable federal requirements.

4. Performance of Services. No work shall be performed under this Agreement except to the extent the CONSULTANT receives a Task Order from the CITY/DISTRICT's Authorized Representative. The CITY/DISTRICT will request proposals from the CONSULTANT for each Task Order when services are needed. CONSULTANT shall respond with a scope and cost proposal in a reasonably prompt manner, no later than fifteen (15) calendar days after CITY/DISTRICT's request. Such proposal 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. Upon the approval of the terms of the proposal by CITY/DISTRICT's Manager (for contracts less than \$50,000) or CITY Council/ DISTRICT Board (for contracts \$50,000 or more) by motion duly made and carried, the CITY/DISTRICT's Authorized Representative shall issue a Task Order against this agreement. CONSULTANT shall commence performance and shall complete all required services no later than the dates set forth in accordance with the approved Task Order. Except to the extent modified by written amendment, all other terms and conditions of this Agreement shall be deemed incorporated in each such Task Order.
5. Records and Audit. CONSULTANT shall keep and maintain accurate records of all time expended and costs and expenses incurred relating to services to be performed by CONSULTANT hereunder.

Said records shall be available to CITY/DISTRICT for review and copying during regular business hours at CONSULTANT's place of business or as otherwise agreed upon by the parties.

CONSULTANT shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photo static, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

Any authorized representative of CITY/DISTRICT shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by CONSULTANT. Further, CITY/DISTRICT has the right at all reasonable times to audit, inspect or otherwise evaluate the services and work performed or being performed under this Agreement.

6. Authorization. This Agreement becomes effective when endorsed by both parties in the space provided below.
7. Reliance on Professional Skill of CONSULTANT. CONSULTANT represents that it has the necessary professional skills to perform the services required and the CITY/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 B 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 B.

CONSULTANT represents that it possesses all necessary training, licenses, certificates, and permits required by the federal, state, CITY/DISTRICT or municipal governments to perform the Services. Such licenses, certificates and permits must be valid at the time CONSULTANT enters into this Agreement and must be maintained during the term of this Agreement in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by CONSULTANT at no expense to CITY/DISTRICT.

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

The granting of any progress payment by CITY/DISTRICT, or the receipt thereof by CONSULTANT, or any inspection, review, approval or oral statement by any representative of CITY/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 CITY/DISTRICT, become the property of CITY/DISTRICT.

9. Relationship of Parties. It is understood that the relationship of CONSULTANT to the CITY/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 CITY/DISTRICT.
10. Schedule. CONSULTANT shall adhere to the schedule set forth in Exhibit B; provided, that CITY/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 CITY/DISTRICT of CITY/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.
- (a) To the fullest extent allowed by law (including without limitation California Civil Code Sections 2782 and 2782.8), CONSULTANT shall defend, indemnify, and hold harmless City of Foster City and Estero Municipal Improvement District, its officers, directors, officials, agents, employees, and volunteers (collectively, "**Indemnitees**") from and against any and all claims, suits, expenses, liability, cause of action, loss, cost, damage, injury (including, without limitation, economic harm, injury to or death of any person, including an employee of CONSULTANT or its Subconsultants), of every kind, nature, and description, at law or equity, (including without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) (collectively "**Liabilities**"), 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. CONSULTANT's obligations to indemnify, defend, hold harmless the Indemnitees shall not apply to the extent that such Liabilities are caused in whole or in part by the sole negligence, active negligence, or willful misconduct of such Indemnitee but shall apply to all other Liabilities.

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.

(b) Intellectual Property Indemnification. CONSULTANT represents that professional services provided by CONSULTANT pursuant to this Agreement does not infringe on any other copyrighted work or intellectual property owned by others. CONSULTANT shall defend, indemnify and hold harmless CITY/DISTRICT from all Liabilities, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in arising from or relating to CONSULTANT's services provided to CITY/DISTRICT under this Agreement.

(c) CITY/DISTRICT shall include a provision in the construction contract with the general contractor on the Project requiring the general contractor to indemnify CONSULTANT for damages resulting from the negligence of the general contractor and its subcontractors. CITY/DISTRICT shall also include a provision in the construction contract with the general contractor on the Project

requiring the general contractor to name CONSULTANT as an additional insured on its Comprehensive General Liability insurance coverage. If CONSULTANT has the opportunity to review the construction contract prior to bidding, CITY/DISTRICT shall have no responsibility for the inadvertent omission of such provisions.

(d) CONSULTANT shall place in its agreements with Subconsultants and cause its Subconsultants to agree to the indemnification and insurance provisions in this Agreement in favor of CITY/DISTRICT and the Indemnitees in the exact form and substance as those contained in this Agreement.

(e) CITY/DISTRICT acknowledges that the discovery, presence, handling or removal of asbestos products, polychlorinated biphenyl (PCB) or other hazardous substances which may presently exist at the any Project site is outside of CONSULTANT's responsibilities and is not included in the scope of Services CONSULTANT is to perform nor included in CONSULTANT's insurance. CITY/DISTRICT shall hire hazardous materials consultant if the Project requires the testing or remediation of hazardous substances. CONSULTANT shall not be responsible or be involved in any way with the discovery, presence, handling or removal of such materials. CONSULTANT shall, however, be responsible for the coordination of CONSULTANT's services and work with the work of CITY/DISTRICT's hazardous materials consultants.

(f) Duty to Cooperate. CONSULTANT shall notify CITY/DISTRICT immediately in writing of any claim or damage related to activities or services performed under this Agreement. CONSULTANT shall cooperate with CITY/DISTRICT in the investigation and disposition of all Liabilities arising out of the activities or services under this Agreement. Without limiting the foregoing, CONSULTANT shall take all steps necessary to assist CITY/DISTRICT in the defense of any and all Liabilities brought by a contractor hired to construct the Project regarding any errors, flaws, and/or omissions in the plans or specifications of the Project. Any additional services or work under this paragraph shall be compensated as Additional Services.

12. Insurance. Prior to execution of this Agreement, CONSULTANT shall furnish to CITY/DISTRICT Certificates of Insurance showing satisfactory proof that it maintains the insurance required by this Contract as set forth in EXHIBIT D, 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 D. In the event CONSULTANT fails to maintain any required insurance, and notwithstanding Paragraph 3 above, CITY/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 CITY/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 CITY/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 CITY/DISTRICT setting forth the provisions of this non-discrimination clause.

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

CITY: City of Foster City
610 Foster City Boulevard
Foster City, CA 94404-2299
Attention: Ryan Marquez

CONSULTANT: [REDACTED]
[REDACTED]
[REDACTED]

16. Assignment. This is an agreement for the personal services of CONSULTANT. CITY/DISTRICT has relied upon the skills, knowledge, experience and training of CONSULTANT and the CONSULTANT's firm, associates and employees as an inducement to enter into this Agreement. CONSULTANT shall not assign or subcontract this Agreement without CITY/DISTRICT's express written consent. Further, CONSULTANT shall not assign any monies due or to become due under this Agreement without CITY/DISTRICT's prior written consent.

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

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

19. Governing Law. This Agreement shall be deemed to have been executed in the County of San Mateo, California. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. Any suit or action initiated by either party shall be brought in the County of San Mateo, California unless the parties agree otherwise in a written amendment to this Agreement. In the event of litigation between the parties hereto to enforce any provision of the Agreement, the unsuccessful party will pay the reasonable attorney's fees and expenses of litigation of the successful party.

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

for purposes of the settlement and each party shall bear its own legal costs.

21. Conflict of Interest. CONSULTANT may serve other clients, but none who are active within the City of Foster City/Estero Municipal Improvement District or who conduct business that would place CONSULTANT in a "conflict of interest" as that term is defined in State law.
22. Liability of CITY/DISTRICT. Except as provided in Exhibit B, Services to be Provided by CONSULTANT and Exhibit D, Insurance, CITY/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 CITY/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.

CITY/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 CITY/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 CITY/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, CITY/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 CITY/DISTRICT or CONSULTANT may have under this Agreement or any applicable law. All rights and remedies of CITY/DISTRICT or CONSULTANT, whether under this Agreement or other applicable law, shall be cumulative.

23. Confidentiality. Any information, whether proprietary or not, made known to or discovered by CONSULTANT during the performance of or in connection with this Agreement for CITY/DISTRICT, will be kept confidential and not be disclosed to any other person. CONSULTANT will immediately notify CITY/DISTRICT in writing if it is requested to disclose any information made known to or discovered by during the performance of or in connection with this Agreement.

These conflict of interest, confidentiality and future service provisions and limitations shall remain fully effective indefinitely after termination of services and work to CITY/DISTRICT hereunder.

24. 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.
25. Entire Agreement. This Agreement, including Exhibits A, B, C, D and E, comprises the entire Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written

by their respective officers duly authorized in that behalf.

CITY OF FOSTER CITY/ESTERO MUNICIPAL
IMPROVEMENT DISTRICT

Dated: _____

[REDACTED], Mayor/President

ATTEST:

Dated: _____

Priscilla Schaus, City Clerk/District Secretary

APPROVED AS TO FORM

Dated: _____

Benjamin Stock,
City Attorney/District Legal Counsel

CONSULTANT

Dated: _____

[REDACTED]

EXHIBIT A

SAMPLE TASK ORDER
TASK ORDER NO. [INSERT TASK No.]
TO MASTER ARCHITECTURE AND ENGINEERING SERVICES AGREEMENT

This Task Order No. _____ ("Task Order") is made and entered into by and between the City of Foster City/Estero Municipal Improvement District ("City/District") and [REDACTED] ("Consultant").

RECITAL

A. City and Consultant entered into an agreement entitled [REDACTED] ("Agreement"), by which the Consultant agreed to perform _____ services in accordance with Task Orders issued by the City.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. INCORPORATION BY REFERENCE. This Task Order hereby incorporates by reference all items and conditions set forth in the Agreement.
2. SCOPE OF TASK ORDER. Consultant shall perform the services described in Exhibit "B," attached hereto and incorporated herein by reference, in accordance with the terms and conditions of the Agreement.
3. PAYMENT. For services performed by Consultant in accordance with this Task Order, City will compensate Consultant in accordance with the terms and conditions of the Agreement, in an amount not to exceed \$_____ (including all hourly billings as well as reimbursable costs).
4. SIGNATURES. The individuals executing this Task Order represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Task Order on behalf of the respective legal entities of the Consultant and the City.

IN WITNESS WHEREOF, the City and Consultant do hereby agree to the full performance of the terms set forth herein.

City of Foster City

Consultant

By: _____

By: [REDACTED]

Title: City Manager if < \$50,000
Mayor/President if > \$50,000

Title: [REDACTED]

Date: _____

Date: _____

Tax ID No.: _____

EXHIBIT B

SERVICES TO BE PROVIDED, PAYMENTS, PROJECTS, AND SCHEDULE,
[REDACTED] SERVICES

[EITHER COMPLETE EXHIBIT A OR ATTACH A PROPOSAL/SCOPE OF WORK THAT CONTAINS ALL THE INFORMATION BELOW AND DELETE THE TEXT BELOW FOR EACH TASK ORDER]

H. SERVICES TO BE PROVIDED

This is an Exhibit attached to and made a part of and incorporated by reference to the Agreement dated Month Day, 2023, by and between [REDACTED], hereinafter referred to as "CONSULTANT" and the City of Foster City/Estero Municipal Improvement District, hereinafter referred to as "CITY/DISTRICT" providing for professional services.

1. **Description of the Project:**

1.1 DESCRIPTION: [Description of Project](#)

2. **Basic Services:**

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

PAYMENTS

1. The maximum payment to CONSULTANT under this Agreement for the Project shall be:
[Maximum Payment Amount](#)

2. METHODS OF PAYMENT FOR CONSULTANT'S SERVICES AND EXPENSES:
[List Methods of Payment](#)

3. TIMES OF PAYMENTS.
[List Times of Payments](#)

PROJECTS AND SCHEDULE

[List Project Schedule \(IF APPLICABLE\)](#)

I. END OF EXHIBIT B

J. _____

EXHIBIT C
FEE SCHEDULE

EXHIBIT D
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 [REDACTED], by and between [REDACTED], hereinafter referred to as "**Consultant**", and City of Foster City/Estero Municipal Improvement District, hereinafter referred to as "**City/District**", providing for professional services.

1. **Consultant's Duty to Show Proof of Insurance.** Consultant, in order to protect City/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 City/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 City/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 City/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 five million dollars (\$4,000,000) each occurrence and five million dollars (\$4,000,000) aggregate.

*Please note, the City/District will require a separate additional insured endorsement for the Commercial General Liability policy, listing the "City of Foster City/Estero Municipal Improvement District, its Council/Board members, officials, agents, officers, volunteers 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 (\$1,000,000) 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 two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) aggregate.

1.2 Self-Insured Retention

Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of insurance or other documentation provided to City/District and must be approved by the City/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. **City/District as Additional Insured**

On Consultant's Commercial General Liability and Automobile policies, the City of Foster City/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 City/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 City/District will not accept such coverage unless the City/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 City/District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City/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 City/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. City/District, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, City/District may purchase such required insurance coverage, and without further notice to Consultant, City/District shall deduct from sums due to Consultant any premiums and associated costs advanced or paid by City/District for such insurance. If the balance of monies obligated to Consultant pursuant to this Agreement are insufficient to reimburse City/District for the premiums and any associated costs, Consultant agrees to reimburse City/District for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by City/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 City/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 City/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 City/District access to their books and records and cooperate with City/District in verifying the amount of savings realized.

ATTACHED

1. Insurance Coverage Form

EXHIBIT D

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

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

Description of Work/Locations/Vehicles:

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

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

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

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

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

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

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

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

K. 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: _____

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

END OF EXHIBIT D

SAMPLE

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

This COVID-19 Amendment/Attachment amends the Agreement between the City of Foster City/Estero Municipal Improvement District hereinafter called "CITY/DISTRICT" and [REDACTED] ("Consultant") dated [REDACTED].

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 under the circumstances; (iii) is not the result of the Consultant's failure to comply with the contract documents or a COVID-19 Proclamation; and (iv) is not the result of a subconsultants failure to comply with a COVID-19 Proclamation in connection with the performance of the Services.

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

3. Compliance with COVID-19 Proclamations.

- A. Consultant shall comply with COVID-19 Proclamations in the performance of the Services, irrespective of when the COVID-19 Proclamations are issued, and as they pertain to performance of the Services. The cost of such compliance is non-compensable, except as otherwise expressly stated herein.
- B. Consultant is responsible to ensure that its subconsultants and suppliers comply with COVID-19 Proclamations at all times in connection with the performance of their Services.

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

5. City/District Directed Suspension. The City/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 City/District may suspend the Services for its convenience. The Consultant is entitled to a time extension for a City/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. City/District will reimburse the Consultant for costs attributable to COVID-19, and which are not included in the schedule of values, only if the cost is an Unknown COVID-19 Cost.

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

8. Monitoring and Reporting. City/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 City/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 City/District building. In the event of an outbreak or an exposure to COVID-19, the City/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 City/District and Consultant have executed this Covid-19 Amendment as of the date set forth above.

CONSULTANT:

CITY/DISTRICT:

Signature

Signature

, President

Jon Froomin, Mayor/President

END OF EXHIBIT E