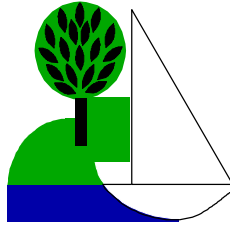


CITY OF FOSTER CITY



**REQUEST FOR PROPOSAL
FOR CONSTRUCTION MANAGEMENT AND SUPPORT SERVICES**

**LEVEE PROTECTION PLANNING AND IMPROVEMENTS PROJECT
(CIP 301-657)**

PROPOSAL SUBMITTAL DEADLINE: THURSDAY, NOVEMBER 21, 2019 at 2:00 PM

RETURN PROPOSAL TO:

City of Foster City
Public Works Department
Attn: Ms. Laura Galli
610 Foster City Blvd.
Foster City, CA 94404

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**REQUEST FOR PROPOSAL
FOR CONSTRUCTION MANAGEMENT AND SUPPORT SERVICES**

**LEVEE PROTECTION PLANNING AND IMPROVEMENTS PROJECT
(CIP 301-657)**

SECTION I. INTRODUCTION

The City of Foster City (“City”) is seeking a qualified consulting firm to provide construction management and support services for the Levee Protection Planning And Improvements Project (CIP 301-657) (“Project”). To that end, the City invites qualified consulting firms to submit proposals.

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

Consultants are required to attend the mandatory, pre-proposal meeting on Thursday, November 7, 2019 at 9:00 am. The deadline for submitting questions about the proposal is Thursday, November 14, 2019 at 5:00 pm. The City will consider proposals received by the City at or before the proposal submittal deadline of Thursday, November 21, 2019 at 2:00 pm.

SECTION II. GENERAL INFORMATION

The Project is generally located within the footprint of the approximately 34,000 linear-foot (6.5 miles) existing levee system, which runs along the City’s bay front and Belmont Slough. The existing levee begins at the City of San Mateo / Foster City city limits adjacent to East 3rd Avenue. The levee parallels Third Avenue and Beach Park Boulevard to Foster City Boulevard. The levee continues along the Belmont Slough and ends at the San Mateo/Belmont city limits.

The construction of the levee improvements project is anticipated to last from January 1, 2020 to October 2022. The City is seeking a team to administer the construction contract which is estimated to be approximately \$90 million and provide assistance with public outreach.

The team leader should be an experienced Resident Engineer or Construction Manager, as such, a professional engineer’s license is not required for the team leader. The Resident Engineer / Construction Manager will be responsible for all aspects of administering the construction contract, including assigning tasks to team members.

The following information describes the team, as currently envisioned by the City. The team should include an office engineer, part-time scheduler, and part-time estimator. The office engineer will assist the Resident Engineer / Construction Manager with change management, submittal coordination, processing monthly progress payments, and other duties as required. The estimator will develop independent cost estimates of change

order work. The scheduler will assist with reviewing the baseline schedule, baseline schedule updates, and time impact analyses associated with contract change orders.

Administering the construction contract will require construction inspectors. Typical construction hours will be from 8 am to 5 pm, Monday through Friday and 9 am to 5 pm Saturday unless otherwise approved by the City. The specifications will require the Contractor to stage construction. The specifications allow the Contractor to work in multiple levee system at any time, subject to a number of regulatory windows. Six-day work weeks and multiple simultaneous working crews are necessary to complete the project within the time allotted. Timely completion is necessary to achieve FEMA accreditation and avoid the placement of 17,000 parcels within Foster City and San Mateo into a Special Flood Hazard Zone. The levee system will include the following estimated elements: (a) 2500 feet of concrete wall; (b) 5,000 feet of concrete block Mechanically Stabilized Earth (MSE) wall; (c) 22,000 feet of sheet pile wall, and (4) more than 150,000 cubic yards of imported fill

The specifications require the Contractor to perform material testing; therefore; the team will include a person who is experienced in reviewing testing methods, procedures, and test results to ensure the material placed conforms to the contract requirements. Even though the Contractor is required to perform material testing, the team will include a geotechnical and/or material testing firm to intermittently verify the Contractor's test results.

The specifications require the Contractor to create a storm water pollution prevent plan and inspect its implementation. The team will include member(s) who are experienced in reviewing storm water pollution prevention plans and inspecting the implementation of storm water pollution prevention best management practices.

The City places a particular importance on communicating potential construction impacts to local residents and businesses owners. The team will include staff who will perform public outreach and supplement the City's communications staff, as required. Public outreach staff is required to collaborate and coordinate with City staff and the Resident Engineer/Construction Manager.

This description of the team envisioned by the City in this Section is intended to provide information about the Project. The description is not meant to dictate how Consultant staffs the Project. Final staffing will be determined as part of negotiating the professional services contract. Please note that in "Section B. Executive Summary" of the proposal, the City provides each Consultant the opportunity to explain how and why its staffing proposal is different.

SECTION III: MANDATORY, PRE-PROPOSAL MEETING

For a prime consultant's proposal to be considered, a prime consultant representative shall attend the mandatory, pre-proposal meeting. The prime consultant's representative shall sign in (register) at the meeting. The pre-proposal meeting will be held at Foster City's City Hall Building at 610 Foster City Boulevard, Foster City, CA 94404 on Thursday, November 7, 2019 at 9:00 am. The City will conduct a tour of the project site after the

meeting. Please allow approximately three (3) hours for the meeting and site tour. Direct questions about the pre-proposal meeting to Laura Galli at lgalli@fostercity.org.

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

SECTION IV. PROPOSAL REQUIREMENTS

To demonstrate the qualifications and experience necessary to perform the construction management and support services described in Attachment A - Draft Scope of Services, Consultant shall submit a proposal that includes the information described in this section.

Direct questions about the proposal to Laura Galli at lgalli@fostercity.org on or before Thursday, November 14, 2019 at 5:00 pm.

The proposal is comprised of two (2) parts. Part 1 is comprised of five (5) copies of a bound and tabbed document containing sections A, B, C, D, E, F, and G described below. Part 2 is two (2) copies of section H submitted in a sealed envelope.

The proposal shall be concise and address qualifications and experience. Consultant shall not include superfluous information. The body of the proposal, excluding appendices should not exceed 15 pages. The cover letter should not exceed one page. As an appendix, provide resumes for the proposed team members. Proposals should be bound with tabs identifying each section herein specified.

A. Cover Letter

Consultant shall provide a one- or two-page cover letter. The person, who signs the cover letter, shall be authorized to contractually bind the Consultant. The cover letter shall include the following:

- 1) A statement that consultant reviewed the entire RFP.
- 2) A statement that consultant can provide the required professional services described in the Attachment A - Draft Scope of Services.
- 3) A statement that the proposal is binding for a 90-calendar day period.
- 4) 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.
- 5) The name, title, address, email, and telephone number of the individual who will negotiate the consulting agreement with the City, if selected, and is authorized to contractually bind the firm.

B. Executive Summary

Consultant shall provide up to five page executive summary. Consultant shall provide a one- or two-page summary of the qualifications and experience which best highlight the team's ability to perform the work.

Consultant shall provide one or two additional pages to describe their approach. Do not copy all or a portion of the draft scope of services in Attachment A. Consultants may describe how and why it's staffing proposal differs for the team envisioned by the City in "Section II. General Information" above.

Consultant may provide a one-page description of additional services that it could provide which City has overlooked in Attachment A - Draft Scope of Services.

C. Proposal Schedule

The purpose of the proposal schedule is to ensure Consultant labor projections are consistent with the project requirements.

Consultant shall prepare a schedule showing the staff required to perform the work described in Attachment A – Draft Scope of Services. Group staffing activities by task.

The schedule should include a milestone for Authorization to Proceed for each task identified in Attachment A - Draft Scope of Service. The schedule should reflect "staffing up" at the beginning on the project and "staffing down" near the end of the project. If applicable, show other staff adjustments including seasonal adjustments or construction staging adjustments.

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

Consultant shall use the following dates for the proposal schedule and labor projections.

February 10, 2020	Notice to Proceed Issued for Task 1 -Perform Preconstruction Activities
February 10 – 28, 2020	Constructability Review
March 2 – 13, 2020	Incorporate Plan Revisions
March 16, 2020	Final Plans
June 1, 2020	Construction Begins
January 31, 2022	Construction Ends
April 31, 2022	Project Closeout Completed

D. Labor Projections

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

E. Consultant Information

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

- 1) Legal name of firm.
- 2) Type of organization (partnership, corporation, etc.) and where incorporated, if applicable.
- 3) Firm's Officers.
- 4) Date firm was established.
- 5) Address of firm's headquarters.
- 6) Current number of people employed by the firm.
- 7) Name of consultant's parent company, if any.
- 8) Name of consultant's subsidiaries, wholly owned or fractionally owned, if any.
- 9) List of companies associated with the consultant whose work on the design or construction of the projects may potentially give rise to a conflict of interest, if any.
- 10) List of contracts terminated for convenience or default within the past three (3) years, if any. Include contract value, description of work, client's name and telephone number.

F. Consultant Experience and References

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

Provide the following details:

- 1) Project Name and Location.
- 2) Project Owner and Owner Representative's Contact Information.
- 3) Project Description.
- 4) Description of the consultant's role - prime consultant or sub-consultant [If sub-consultant, identify prime consultant].
- 5) Description of construction management and support services provided.
- 6) Provide the original and final contract amount and reasons for differences, if any.
- 7) Provide start date, original end date; actual end date; describe the reasons for differences between end dates.
- 8) Proposed team members involved in the project.
- 9) Proposed sub-consultants that worked on the project.

The City may contact Owner Representatives to discuss the Consultant's current and/or past performance. The owner representatives contact information shall include owner's name, owner's address, the name of a contact with knowledge of consultant's performance, the contact's phone number, contact's email address.

G. Project Team Experience and References

The construction management and support services team is key to delivering a successful project.

Consultant shall provide the following information regarding the proposed construction management and support team.

- 1) Provide a description of the team.
- 2) Provide a table detailing the following information for each team member: name, role, employer, certifications, years of experience, anticipated number of hours to be worked on the project, anticipated start date, anticipated end date, and anticipated percentage of time worked on-site.
- 3) Provide resumes for up to twelve (12) team members. The team members shall include proposed personnel with experience performing the following roles: Principal-In-Charge, Resident Engineer / Construction Manager, Office Engineer, Estimator, Scheduler, Lead Inspector, Storm Water Pollution Prevention Plan Reviewer, Inspector responsible for ensuring Contractor's adherence to Storm Water Pollution Prevention Plan, Reviewer of Contractor's Material Tests, and Lead Public Outreach Consultant. The roles listed above are most likely not the appropriate title for the proposed personnel (some roles may be performed by the same member). Please use appropriate title for the proposed personnel.
- 4) Provide references for the Resident Engineer / Construction Manager.

The City may contact owner representatives who are familiar with the Resident Engineer / Construction Manager's work 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.

H. Consultant Fee Schedule and Reimbursable Expenses (Part 2)

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

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

SECTION V. PROPOSAL SUBMITTAL REQUIREMENTS

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

- A. The City will only consider proposals received by the City at or before the proposal submittal deadline Thursday, November 21, 2019 at 2 pm.

- B. The City will only consider proposals from Prime Consultants who had a representative attend and sign in (register) at the pre-proposal meeting.
- C. Consultant shall submit proposals to the following address:

City of Foster City
Public Works Department
Attn: Ms. Laura Galli
610 Foster City Blvd.
Foster City, CA 94404

- D. For mailed proposals, the City encourages each Consultant to confirm that the City received its proposal at or before the proposal submittal deadline. Contact Laura Galli at lgalli@fostercity.org or 650-286-3270 to confirm the City's receipt of the proposal.
- E. For hand-delivered proposals, Consultant shall deliver the proposal to the information desk in the building lobby. Consultant shall request the attendant to date and time stamp the proposal prior to leaving the building.

SECTION VI. CONSULTANT SELECTION PROCESS

The City will review proposals and may check references to rank which consultants best satisfy the evaluation criteria. The City may conduct consultant interviews to evaluate consultants. If interviews are conducted as part of the selection process, interviews are tentatively scheduled for the week of December 16, 2019.

Principle criteria used to evaluate Consultants will include the following:

- A. Quality, clarity and relevance of information contained in the proposal that exhibits Consultant's understanding of the work.
- B. Consultant's and sub-consultant's experience successfully providing construction management and support services on similar projects in the last five (5) years.
- C. Resident Engineer / Construction Manager's experience successfully providing construction management and support services in the same or a similar role on similar projects.
- D. Other Team Members' experience providing construction management and support services and/or other related work on similar projects.

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

After final evaluation, the City will identify the consultant that appears to best satisfy the evaluation criteria. The City and the selected Consultant will endeavor to negotiate a professional services agreement (see attachments), which contains a not-to-exceed amount for professional services, reimbursable expenses, additional services, supplies, materials, and equipment. The City will attempt to negotiate a contract with the selected consultant. If the highest ranked consultant and the City cannot reach agreement, the City will terminate negotiations and, at its option, negotiate with the next ranked consultant.

Consultants shall bear all costs and assume all liability associated with negotiating a consultant agreement. The City shall bear no costs and/or assume no liability for developing and/or submitting proposals.

SECTION VII. SCOPE OF SERVICES

The City and Consultant will develop a detailed Scope of Services during negotiations. The Draft Scope of Services in Attachment A is a basis for completing the proposal and a starting point for negotiations.

In addition, Consultant shall agree to perform the management and project controls specified in the Draft Scope of Services.

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

SECTION VIII. STANDARD PROFESSIONAL SERVICES AGREEMENT

Attachment B is the City's Standard Professional Services Agreement. The City may modify its Standard Agreement.

SECTION IX. INSURANCE REQUIREMENTS

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

**ATTACHMENT A
DRAFT SCOPE OF SERVICES
FOR
LEEVE PROTECTION PLANNING AND IMPROVEMENTS PROJECT
(CIP 301-657)**

I. GENERAL SCOPE OF SERVICES

The scope of services describes the construction management and support services necessary to support the construction of the Project. The Scope of Services is divided into the following four (4) tasks.

- 1) Perform Pre-Construction Activities;
- 2) Provide Construction Management and Support Services;
- 3) Closeout Project; and
- 4) Perform Warranty Inspections.

II. TASK ORDER AGREEMENT

The scope of services is comprised of four (4) tasks. The CITY will issue a Notice to Proceed, in writing, to authorize work for each task. The CITY may issue written authorization to proceed for a task prior to the completion of a preceding task. Upon receipt of a written authorization to proceed for a task, CONSULTANT shall begin work on the designated task and diligently execute the work to completion.

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

TASK 1 – PERFORM PRE-CONSTRUCTION ACTIVITIES

The purpose of pre-construction activities is to: (a) develop a thorough understanding of the construction contract documents, (b) set up the construction office, (c) understand the CITY's electronic filing system and set up a hard copy filing system as required, (d) facilitate the execution of the construction agreement.

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

- Review and understand the construction contract documents. Set up project office, as needed, including coordinating computer equipment with the CITY's IT Department. May require consultant to lease a space. Provide number of office spaces required and/or office space square footage required.
- Understand the CITY's Electronic Filing System for project documents.
- Recommend 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.
- Perform constructability review of construction contract documents.
- Ensure personnel are trained to safely access the site and perform their duties.

- Perform field inspections and investigation as necessary to document the condition of the site prior to construction, including taking photographs, measurements, videos, etc.

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 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.
 - Produce Resident Engineer / Construction Manager Weekly Report.
- Maintain communications and coordinate with the CITY, its Contractor, and its Designer.
- Process Contractor's Requests for Payment (Progress Billings)
 - Review, comment on, and approve Contractor's Requests for Payments.
 - Process Contractor's Approved Requests for Payments.
 - Notify City immediately of stop notices.
- Monthly Progress Reports (see section III, 2, 2.2)
 - Prepare and submit monthly progress report *narrative/bulletin* for public consumption, along with monthly payment invoice. Shall include:
 - Overview of work accomplished, including representative photos
 - Work to be completed the following month
 - Updated narrative of schedule of work
 - Explanation of any upcoming risks/problem areas and corrective action to be taken.
- 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, as well as, conflicts with contract documents, if any.
 - If a contract change order is required, produce contract change order, change order memorandum, independent cost estimate, time impact analysis (if applicable) for the CITY's approval.
 - 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.
 - Review, comment on, and approve contractor's Time Impact Analyses (TIA) for change orders.
- 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.
 - Monthly monitoring of record documents to ensure property maintenance and completion by Contractor.
 - Review of contractor's compliance with health and safety standards and regulations and reporting of non-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.
 - Audit Contractor's storm water pollution prevention records.
 - Review contractor's compliance with all permits, stormwater regulations and permits (SWPPP), environmental documents, and mitigation measures.
- Request For Information (RFI) Coordination
 - Review RFI's for compliance (ie cover sheet, log, complete package), and coordinate/forward to Design Team for detailed review (supplemental details and clarifications), resolution, and response.
 - Log all RFIs and associated responses.
- Submittal Coordination
 - Create and maintain submittal log.
 - Review submittals for compliance with contract documents (ie cover sheet, log, complete package).
 - Facilitate submittal reviews by forwarding/coordinating with Design Team to perform detailed review (supplemental details and clarifications), resolution, and response.
- Materials Submittal Reviews and Materials Verification Testing
 - Review and comment on Contractor's material test submittals for conformance with contract requirements.
 - Perform intermittent verification testing of materials to verify materials meet contract requirements.
 - Coordinate material testing and specialty inspections (to be furnished by separate subcontractor) as required in the contract documents.
- Third Party (PG&E, AT&T, etc.) Construction Coordination
 - Maintain log of third party work, e.g., PG&E, AT&T, etc., after notice to proceed issuance for Task Order No. 1.
 - Request third parties to perform construction work, as required.

- Construction Site Access for CITY
 - Coordinate access to the site for inspections and site visits by the CITY staff and consultants.
- Community Outreach
 - Create and mail construction advisory notices to resident near the construction site.
 - Create and handout flyers to trail users.
 - Create and install post-mounted outdoor brochure holders.
 - Stock outdoor brochure holders with construction advisory notices.
 - Create content about project for CITY's website.
- Cash Flow Projections
 - Develop cash flow projections for all project spending, including spending by design consultants, construction management consultants, contractor, and other third parties, to determine optimum timing for bond sales, drawdowns, and contingency management.
 - Develop master schedule for project
 - Develop a funding model that considers project schedule changes to match available funding.
 - Use refined estimates of costs to develop a cost-loaded critical path schedule that will allow for analysis of project timing and resultant cash flow needs.

Monitor project-specific spending, provide an understanding of when funding will be required, and document expenditures.

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 to contractor
- 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.

III. 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. CONSULTANT shall designate a Resident Engineer / Construction Manager acceptable to the CITY. The Resident Engineer / Construction Manager will be responsible for the work including developing work plans; implementing the project management procedures and controls; and maintaining effective communications among the sub-consultants, the CITY, and other involved agencies and organizations for the duration of the project.

If CONSULTANT wishes to propose a substitute at any time during the duration of the project, the CITY shall approve CONSULTANT's Resident Engineer / Construction Manager.

2. The working interface between the CONSULTANT and the CITY shall be defined as follows:

- 2.1. Within fifteen (15) calendar days after receipt of the Notice to Proceed, CONSULTANT shall submit to the CITY a final work plan that shall include:

- a) Description of the Consultant's approach to performing the scope of services, including any constraints, specific strategies, or special considerations that apply.
- b) The roles and responsibilities of the project team members including sub-consultants.
- c) Procedures for maintaining quality control and, particularly, adherence to budget and schedule.
- d) A schedule that details activities of each sub-consultant's service in an appropriate time frame consistent with the duration of this Agreement.
- e) A control budget that is supported by monthly cost and resource forecasts for each task.

CONSULTANT shall prepare a project work plan for each task in the degree and detail appropriate to each task. The project work plan shall be updated as the project progresses. The project work plan shall be approved by the

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

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

 - c) A schedule report that compares actual to planned performance in terms of time and percent complete for each designated service. The control report may include, when appropriate, special submittals based upon productivity analyses or detailed performance projections as requested by the CITY's Project Manager.
- 2.3. Project control reports are to be submitted monthly, together with invoice submittal, unless directed otherwise by the CITY'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.
- 2.4. CONSULTANT shall be available for consultation with the CITY'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 B

CONSTRUCTION MANAGEMENT AND SUPPORT SERVICES AGREEMENT FOR LEVEE PROTECTION PLANNING AND IMPROVEMENTS PROJECT (CIP 301-657)

This Agreement is made and entered into as of the _____ day of _____, 2019 by and between the City of Foster City hereinafter called "CITY" and _____ hereinafter called "CONSULTANT".

RECITALS

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

- A. That CITY desires to engage CONSULTANT to provide professional services in the CITY;
- B. That CONSULTANT is qualified to provide such services to the CITY and;
- C. That the CITY has elected to engage the services of CONSULTANT upon the terms and conditions as hereinafter set forth.
 1. Services. The services to be performed by CONSULTANT under this Agreement shall include those services set forth in Exhibit A, which is, by this reference, incorporated herein and made a part hereof as though it were fully set forth herein.

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

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

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

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

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

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

The duty of CONSULTANT to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the

California Civil Code; provided, however, that nothing herein contained shall be construed to require CONSULTANT to indemnify City of Foster City and Estero Municipal Improvement District, its Council, boards, commissions, officers, employees and agents against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

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

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

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

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

It shall be a requirement under this Agreement that any available insurance

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

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

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

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

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

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

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

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

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

CONSULTANT shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following completion of this project or service. In the event CONSULTANT fails to obtain or maintain completed operations coverage as required by this Agreement, the CITY 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 setting forth the provisions of this non-discrimination clause.

15. Notice. All notices required by this Agreement shall be given to the CITY 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: Priscilla Tam, City Clerk

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

16. Non-Assignment. This Agreement is not assignable either in whole or in part.
17. Amendments. This Agreement may be amended or modified only by written agreement signed by both parties.
18. Validity. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
19. Governing Law. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California. In the event of litigation between the parties hereto to enforce any provision of the Agreement, the unsuccessful party will pay the reasonable attorney's fees and expenses of litigation of the successful party.
20. Mediation. Should any dispute arise out of this Agreement, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the parties. If a mediated settlement is reached neither party shall be deemed the prevailing party for purposes of the settlement and each party shall bear its own legal costs.
21. Conflict of Interest. CONSULTANT may serve other clients, but none who are active within the City of Foster City or who conduct business that would

place CONSULTANT in a "conflict of interest" as that term is defined in State law.

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

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

CITY OF FOSTER CITY

Dated: _____

Sam Hindi, Mayor

ATTEST:

Dated: _____

Priscilla Tam, City Clerk

APPROVED AS TO FORM

Dated: _____

Jean Savaree, City Attorney

CONSULTANT

Dated: _____

Type Name & Title of CONSULTANT
Authorized to Sign

EXHIBIT A

SCOPE OF WORK AND SCHEDULE
FOR
LEVEE PROTECTION PLANNING AND IMPROVEMENTS PROJECT
(CIP 301-657)

EXHIBIT B
CONSULTANT'S FEE SCHEDULE
FOR
LEVEE PROTECTION PLANNING AND IMPROVEMENTS PROJECT
(CIP 301-657)

EXHIBIT C

INSURANCE FORMS

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

ATTACHED

1. Insurance Coverage Form

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 (City) and Estero Municipal Improvement District (DISTRICT)
610 Foster City Boulevard, Foster City, CA 94404**

Attention: _____, Contract Administrator

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

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

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

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

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

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

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

SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

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

SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required)

PRINT NAME: _____

ORGANIZATION: _____

TITLE: _____

ADDRESS: _____

TELEPHONE: () DATE ISSUED: _____