

**REQUEST FOR QUALIFICATIONS**

**for**

**2018 On-Call Construction Management and Inspection Services**



**MANDATORY PRE-PROPOSAL MEETING: MAY 15, 2018 AT 10 AM**

**RESPONSES DUE: JUNE 12, 2018 AT 3 PM**

Mid-Peninsula Water District  
3 Dairy Lane  
Belmont, CA 94002

[www.midpeninsulawater.org](http://www.midpeninsulawater.org)

## 1.0 INTRODUCTION

The Mid-Peninsula Water District (District) is seeking qualified firms to provide on-call construction management and inspection services.

### *District Background*

The Mid-Peninsula Water District, formerly Belmont County Water District, was formed in 1929 from the physical plant of seven independent systems, including the Spring Valley Water Company, which were united and began functioning as a public utility in 1930. Since the first operation, the District has purchased its entire water supply from the City of San Francisco Water Department. The District now supplies water to consumers in an area slightly larger than the city limits of the City of Belmont. Small portions of the service area are within the City Limits of the City of San Carlos, Redwood City, and parts of the unincorporated County of San Mateo. The District's service territory covers approximately five square miles and serves approximately 28,000 people. In the event of an emergency the district can serve or be served with inter-ties between neighboring utilities, as of today the district has one inter-tie with Foster City, three with San Carlos, one with Redwood City and three with San Mateo.

The Mid-Peninsula Water District has two main inlets; the Tunnels Pump Station, located on Canada Road near Crystal Springs Reservoir, and the Hillcrest Meter Station, located in Redwood City. Water flows through pipes in a variety of sizes ranging from 4" to 24" in diameter. Within the system there are 11 storage tanks in which a combined total of 12,500,000 gallons of water are stored. Though most of the system is gravity fed, the system includes nine pumping stations that allow the Water District to pump up hill when needed. Belmont's average daily consumption during summer months is 4,800,000 gallons per day and the average daily consumption in winter months is 2,500,000 gallons per day.

### *Capital Improvement Program Background*

In 2014, as part of its long-term strategic planning, the District undertook a comprehensive review and assessment of its water system infrastructure and facilities. This significant challenge involved a team comprised of senior operations personnel with many years of institutional knowledge of the District's system, management with many years of public utility and water operations experience and master planning, and the District Engineer experienced with water system operations and infrastructure/facilities design and engineering. The goal was to complete this project with not only a comprehensive prioritized Capital Improvement Program (CIP) but a functional hydraulic model that could be used by the District. On May 26, 2016, the District Board of Directors adopted the 2016-2017 Comprehensive Capital Improvement Program with Resolution No. 2016-06.

For more information on the District or the CIP, please visit the District's website at [www.midpeninsulawater.org](http://www.midpeninsulawater.org)

Statements of Qualifications (SOQ) received by **no later than 3:00 PM, June 12, 2018**, will be ranked by a selection committee. Based on the selection committee's ranking, the Mid-Peninsula Water District will negotiate a professional services agreement (PSA) with the top-ranked firms for the on-call list.

As District Engineer, Pakpour Consulting Group (PCG) assists the District with preparation of the CIP and project planning. PCG will assist the District in the consultant selection process. PCG will not participate in the solicitation for the 2018 On-Call Construction Management and Inspection Services.

## 1.1 On-Call Construction Management and Inspection Services

### a) *Purpose*

The District is seeking firms with similar philosophies to the District's mission and an innovative approach to providing construction management and inspection services that are efficient and cost-effective for our capital improvement projects. The District intends on selecting up to three (3) construction management and inspection firms to execute an on-call professional services agreement with for a term of five (5) years. The qualified firms shall provide consulting services on an "on-call" or "as-needed" basis for projects to be determined during the term of each agreement.

### b) *Types of Capital Improvement Projects*

The following list demonstrates the projects that are anticipated to be in the construction phase during the five-year term of the on-call agreement (see Attachment B - CIP Project Summaries):

- SR 101 Crossing at PAMF Hospital (CIP No. 15-72)
- Old County Road Improvements, F Street Improvements, Ralston Avenue Improvements (CIP No. 15-75, 15-79 and 15-82)
- El Camino Real Improvements, Malcolm Avenue Area Improvements (CIP No. 15-76 and 15-74)

## 2.0 **SCHEDULE OF EVENTS**

<u>Event</u>	<u>Date</u>
Request for Qualifications Released	May 1, 2018
Mandatory Pre-Proposal Meeting, 10 AM	May 15, 2018
Written Questions Deadline, 12 PM	May 18, 2018
Answers Posted on District's Webpage	May 25, 2018
Receipt of SOQ Deadline, 3 PM	June 12, 2018
Announce Shortlist for Interviews (if necessary)	June 15, 2018
Conduct Interviews (if necessary)	June 29, 2018
Consultants Selected, Begin Contract Negotiations	July 6, 2018
District Board of Directors to Approve/Award Contracts	July 26, 2018

### 3.0 SCOPE OF SERVICES

#### 3.1 On-Call Construction Management and Inspection Scope of Services

Provide on-call construction management and inspection services on an as-needed basis per individual Work Authorization, including but not limited to the following:

##### a) *Planning and Pre-Construction Services*

- Constructability review of design plans
- Develop schedule and sequencing plans
- Document pre-construction site conditions
- Coordinate and conduct pre-construction meeting. Prepare meeting agenda and record, maintain, and distribute meeting minutes

##### b) *Construction Management and Inspections Services*

- Serve as focal point for coordination between project participants including contractors, the District, consultants, materials testers, design engineer, various regulatory or permitting agencies, and other stakeholders
- Coordinate and conduct regular construction meetings. Prepare meeting agenda and record, maintain, and distribute meeting minutes
- Construction schedule control including review and analysis
- Provide continuous inspection to ensure the contractors' work is in compliance with contract documents and the designer's intent
- Maintain daily log of jobsite events and photographs in electronic format
- Process, review, and log RFI's, submittals, shop drawings, potential change orders, progress payments, potential claims, etc.
- Review and ensure accuracy of contractor's red-lined drawings
- Prepare final punchlist and oversee punchlist item resolution
- Use of construction management software (District does not have a preference)

#### 3.2 Compensation

When requested by the District, the Consultant shall advise the District in writing of the scope of services to be provided for each assignment/task and the cost of and estimated time to perform these services. The Consultant shall not proceed to perform any such services until the District and Consultant have established a scope of services, cost proposal, and completion schedule/period for performance, and the District has given its written authorization to proceed.

The cost shall be formatted in a not to exceed cost estimate (number of person hours multiplied by the approved billing rates of the Consultant) for each scope of services item to be performed.

#### 3.3 Ownership of Documents

Title to all final documents, including but not limited to drawings, specifications, data, reports, summaries, correspondences, photographs, computer software (if purchased on the District's

behalf), video and audio recordings, software output, and any other materials with respect to work performed shall be provided to District upon completion of the work. Any information obtained by the Consultant as a result of performing the services shall become the property of the District and shall not be released to others without prior written consent from the District.

#### **4.0 STATEMENT OF QUALIFICATIONS REQUIREMENTS**

##### **4.1 On-Call Construction Management and Inspection Services**

The SOQ submission may not exceed twenty (20) single-sided standard sized (8½" x 11") pages. Minimum font size of 11 required. The page limit does not apply to any folder, cover letter, one-page table of contents, or schedule of rates (appendix). Each page must be numbered. Costs for preparing and submitting a response to this RFQ are entirely the responsibility of the Consultant.

The SOQ shall include the following:

###### Cover Letter

Summary - Provide a brief summary of the firm's SOQ contents, emphasizing qualifications and capabilities of the Consultant and any subconsultants, if appropriate. The summary should indicate an understanding of civil engineering services required for performance.

Project Team Information - The Consultant shall identify the legal name and address of company, the legal form of company (partnership, corporation, joint venture, etc.; if joint venture, identify the members of the joint venture and provide all information required within this section for each member), and the address(es) of office(s) working on the project.

Conflict of Interest Disclosure - The Consultant shall disclose and list any financial, business, or other relationships with the District that may have an impact on the outcome of the project required for performance. A potential conflict of interest includes, but is not limited to, work related to contracts with other District departments, other municipalities, local land developers, current clients, and other parties who may have a financial interest in the outcome of the project. See the Conflict of Interest section on the attached standard Professional Services Agreement (Attachment A) for more information. At the District's discretion, a potential conflict of interest may be waived or factored into final award decisions and/or a modified scope of services.

RFQ Exceptions - The Consultant shall list any exceptions to this RFQ including, but not limited to, the District's standard Professional Services Agreement (Attachment A)

Signature and Contact Information - The cover letter shall be signed by the Consultant's Project Manager and an official authorized to negotiate and contractually bind the firm with the District regarding the requested services. The Project Manager shall be the main contact with the District for technical and contractual issues, and shall be responsible for the direction of day-to-day progress. Please provide the telephone number, e-mail address, and office location of the Project Manager.

###### Section 1 - Approach (Two Pages Maximum)

State what makes your firm uniquely qualified for our District and our three specific projects (Attachment B). What sets you apart? Describe your approach when working under an on-call contract, especially with special districts. Why should we retain your firm over other firms? The consultant may choose to focus their SOQ on one, two, or all three projects.

## Section 2 - Team Qualifications and Experience

Provide an organizational chart of the project management team, including subconsultants. Include resumes of key personnel (including Consultant's Project Manager) proposed for the contract. The proposed Project Manager shall remain the same through the course of the Agreement. Any changes in proposed staffing will require the written approval of the District. Key team members identified in the SOQ shall not change in the executed contract. The minimum requirements for a Project Manager are as follows:

- Experience working in a similar capacity on water main projects with a construction cost greater than \$1 million; Projects in Caltrans right of way or areas of highly congested underground utilities highly desirable
- Experience managing impacts to traffic flow in the surrounding area, noise, and other local community or tenant concerns.
- Experience performing constructability reviews and a thorough knowledge of construction means, methods, and equipment typically employed in water main projects
- Experience working with multiple public and private stakeholders

## Section 3 - Related Project Experience

Provide sample water main projects that the proposed project team has worked on. Project summary information should contain scope of services, completion date, costs, and agency contact information. Projects that are similar scoped to those listed in Section 1.1.b preferred.

## Section 4 - References

Provide at a minimum five (5) references for water main projects that the project team has performed or is performing in a capacity similar to the scope of this RFQ. List assignments completed, including scope of services, completion date, costs, and agency contact information.

## Appendix (Will not count toward 20-page limit)

Proposed compensation rate schedule for services

## **5.0 SELECTION PROCESS**

### **5.1 Statement of Qualifications Evaluation**

SOQs are to be reviewed by an evaluation committee using the following rating matrix to determine the ranking of SOQs:

Section 1 - Approach	30 points
Section 2 - Team Qualifications and Experience	25 Points
Section 3 - Related Project Experience	20 Points
Section 4 - References	25 Points

The evaluation committee will rank the firms and determine if interviews are necessary and/or recommend which firm will be selected for on-call construction management and inspection services.

## 5.2 Consultant Selection

All firms are hereby notified that the selection of the Consultant for this contract and any agreements for services resulting from the Request for Qualifications is dependent on the approval by the District Board of Directors.

## 5.3 Protest Procedures and Dispute Resolution

The protest procedures and dispute resolution process shall be conducted in accordance with Mid-Peninsula Water District policies.

## 6.0 **SUBMITTAL OF STATEMENT OF QUALIFICATIONS**

### 6.1 Submittal

Please submit five (5) paper copies and one (1) electronic copy (PDF format provided on a USB flash drive) of your SOQ **no later than 3:00 PM, June 12, 2018**, to:

Mr. Rene Ramirez, Operations Manager  
Mid-Peninsula Water District  
3 Dairy Lane  
Belmont, CA 94002

SOQ's are to be submitted in sealed packages with the following information clearly marked on the outside of each package:

- Name of Consultant
- Project Title: "2018 On-Call Construction Management and Inspection Services - Statement of Qualifications"
- Package Number (e.g., 1 of \_\_, 2 of \_\_)

SOQs submitted by email and/or facsimile are not acceptable and will not be considered.

SOQs received by the due date will be ranked by a selection committee. **Late submittals will not be accepted.** The District assumes no liability for delays caused by delivery service. Postmarking by the due date will not substitute for actual receipt.

## 6.2 Mandatory Pre-Submittal Meeting

A pre-submittal meeting will be held at **10 AM, May 15, 2018**, at the Mid-Peninsula Water District (3 Dairy Lane, Belmont, CA 94002). At this meeting the District will discuss the anticipated CIP projects requiring construction management and inspection services, scope of services, and professional services agreement and respond to questions from the attendees.

**The Pre-Submittal Meeting is mandatory for all prime consultants and highly recommended for all subconsultants. SOQs received from prime consultants that did not attend the meeting (based on the official attendance list) will not be accepted.**

## 6.3 Questions

Please submit any questions regarding this RFQ, insurance requirements, and professional services agreement in writing to [rramirez@midpeninsulawater.org](mailto:rramirez@midpeninsulawater.org) **no later than 12:00 p.m., May 18, 2018**. Answers to all questions will be posted on the District's website by **Friday, May 25, 2018**. Please note that questions will **only** be accepted via e-mail and responses will be compiled and posted on the District's webpage. It is the responsibility of the consultant to obtain any Questions & Answers (Q&A) issued by the District. The District is not responsible for any holder of the RFQ or consultant not obtaining a copy of Q&A's issued by the District.

## 6.4 Statement of Qualifications Information

The District reserves the right to reject any and all SOQs submitted.

All responses to the RFQ become the property of the District.

The RFQ does not commit the District to execute an agreement or to pay any cost incurred in the preparation of the SOQ.

All costs incurred during SOQ preparation or in any way associated with the Consultant's preparations, submission, presentation, or interview, if held, shall be the sole responsibility of the Consultant.

The District reserves the sole right to evaluate each SOQ and to accept or reject any or all SOQs received as a result of the RFQ process.

The District reserves the unqualified right to modify, suspend, or terminate at its sole discretion any and all aspects of the RFQ and/or RFQ process, to obtain further information from any and all consultant teams and to waive any defects as to form or content of the RFQ or any responses by any consultant teams.

Once a final selection is made, all RFQ responses, except financial and proprietary information, become a matter of public record and shall be regarded by the District as public records. The District shall not in any way be liable or responsible for the disclosure of any such records or portions thereof if the disclosure is made pursuant to a request under the Public Records Act.

Award of a contract does not guarantee that a Consultant or its subconsultants will actually receive any work.



## **7.0 DISTRICT'S RESPONSIBILITY**

The District will provide the following information to the selected consultant(s) as needed:

- Archive drawings and reports related to existing District facilities.
- District's standard specifications and design guide.
- Answering non-technical questions during bid period.
- Reviewing all Consultant's deliverables and providing comments in a timely manner.

## **8.0 ATTACHMENTS**

Attachment A - Sample District Professional Services Agreement

Attachment B - CIP Project Summaries

**Attachment A**

**Sample District Professional Services Agreement**

## **PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made as of this [REDACTED] day of [REDACTED], 201[REDACTED], by and between MID-PENINSULA WATER DISTRICT, a public agency ("DISTRICT") and [REDACTED], a California corporation ("CONSULTANT").

WHEREAS, the DISTRICT desires to obtain professional services in conjunction with the [REDACTED] Project; and

WHEREAS, the CONSULTANT is ready, willing and able to furnish such services and has submitted a Proposal dated [REDACTED], 201[REDACTED], which is attached hereto and incorporated herein as Exhibit A.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

### **1. PROVISION OF SERVICES**

The CONSULTANT agrees to provide professional services to DISTRICT in accordance with the terms and conditions of this Agreement. In the performance of its Services, CONSULTANT represents that it has and will exercise that degree of professional care, skill, efficiency and judgment ordinarily employed by consultants providing similar services. CONSULTANT further represents and warrants that it holds currently in effect all licenses, registrations, and certifications in good standing that may be required under applicable law or regulations to perform these services and agrees to retain such licenses, registrations, and certifications in active status throughout the duration of this engagement.

### **2. SCOPE OF WORK**

The scope of CONSULTANT's work shall be as set forth in Exhibit A. Otherwise, the terms of this Agreement shall control over any contrary provisions of Exhibit A.

### **3. TERM**

This Agreement will commence upon its Effective Date and shall continue until the services set forth in Section 2 are successfully completed, as determined by the DISTRICT. It is understood that the term of this Agreement is subject to the DISTRICT's right to terminate the Agreement in accordance with Section 13 of this Agreement.

### **4. CONTRACT AMOUNT**

The CONSULTANT shall perform all work set forth in Section 2 of this Agreement for a total sum not to exceed \$[REDACTED] including all labor, materials, taxes, insurance, subcontractor / subconsultant costs, overhead, profit, and all other costs and expenses incurred by CONSULTANT.

### **5. MANNER OF PAYMENT**

The CONSULTANT shall submit monthly invoices as CONSULTANT completes work,

and the invoices shall describe the work completed during the billing period, who performed the services, their applicable hourly rate, and all out-of-pocket costs and subcontractor / subconsultant payments, if any. The DISTRICT shall review and approve the invoices and shall pay approved invoices within thirty (30) days of DISTRICT's approval.

All invoices should be sent to: Mid-Peninsula Water District  
3 Dairy Lane  
P.O. Box 129  
Belmont, CA 94002  
ATTENTION: Tammy Rudock, General Manager

6. CONSULTANT'S KEY PERSONNEL

It is understood and agreed by the parties that at all times during the term of this Agreement that [REDACTED], shall serve as the primary staff person of CONSULTANT to undertake, render and oversee all of the services under this Agreement.

7. DISTRICT REPRESENTATIVE

Except when approval of other action is required to be given or taken by the Board of Directors of the DISTRICT, the General Manager of the DISTRICT, or such person or persons as the General Manager may designate in writing from time to time, shall represent and act for the DISTRICT.

8. CONSULTANT'S STATUS

Neither the CONSULTANT nor any party contracting with the CONSULTANT shall be deemed to be an agent or employee of the DISTRICT. The CONSULTANT is and shall be an independent contractor, and the legal relationship of any person performing services for the CONSULTANT shall be one solely between said parties.

9. OWNERSHIP OF WORK

A. All reports, designs, drawings, plans, specifications, schedules, and other materials prepared by CONSULTANT under this Agreement ("Work Product") shall be the property of DISTRICT.

B. CONSULTANT assigns to DISTRICT all right, title, and interest in and to the Work Product, including ownership of the entire copyright in the Work Product and any causes of action existing or arising in connection with the copyright to said Work Product. DISTRICT shall be entitled to access to and copies of these materials as they are being developed. Any such materials in the hands of CONSULTANT or in the hands of any subcontractor upon completion or termination of services hereunder shall be immediately delivered to DISTRICT. If any property of the DISTRICT is lost, damaged or destroyed before final delivery to the DISTRICT, the CONSULTANT shall replace it at its own expense and the CONSULTANT hereby assumes all risks of loss, damage or destruction of or to such materials. The CONSULTANT may retain a copy of all material produced under this agreement for its use in its general business activities.

## 10. CHANGES

The DISTRICT may, at any time, by written order, make changes within the scope of work and Services described in this Agreement. If such changes cause an increase in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 4 or in the time of required performance as set forth in Section 3, or both. In the event that CONSULTANT encounters any unanticipated conditions or contingencies that may affect the scope of work or Services and result in an adjustment in the amount of compensation specified herein, CONSULTANT shall so advise the DISTRICT immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. Such notice shall be given the DISTRICT prior to the time that CONSULTANT performs work or services related to the proposed adjustment in compensation. Any and all pertinent changes shall be expressed in a written supplement to this Agreement prior to implementation of such changes.

## 11. RESPONSIBILITY; INDEMNIFICATION

CONSULTANT agrees to indemnify, defend and hold harmless the DISTRICT, and its directors, agents, and employees from and against all claims, losses, damages and liabilities (including reasonable attorneys fees) arising out of any injury to persons or property that may occur, or that may be alleged to have occurred, in the course of the performance of the Agreement to the extent caused by CONSULTANT's recklessness or willful misconduct; or by CONSULTANT's negligent provision or omission of services contemplated by this Agreement.

Irrespective of any language to the contrary in this Agreement or under applicable law, CONSULTANT shall have no duty to provide or fund up-front defense costs of DISTRICT against unproven claims or allegations, but shall reimburse those reasonable attorneys' fees, expert fees and all other costs and fees incurred in any judicial proceeding, litigation, arbitration, mediation or other negotiated settlement incurred by DISTRICT that are caused by the negligence, recklessness or willful misconduct of CONSULTANT, its employees, agents and subconsultants (collectively, "Defense Costs"). However, CONSULTANT shall provide its immediate cooperation, at no additional cost to the DISTRICT, to the DISTRICT in defending such claims. Moreover, CONSULTANT's responsibility for the DISTRICT's defense costs shall be limited to the proportion of CONSULTANT's responsibility for the underlying injury as determined in any judicial proceeding, litigation, arbitration, mediation, or other negotiated settlement which addressed the CONSULTANT's responsibility for the underlying injury. In the event that it is determined that the losses, injuries or damages claimed against the DISTRICT did not arise out of, pertain to, or relate to CONSULTANT's negligence, recklessness or willful misconduct, CONSULTANT shall not be responsible for any portion of the DISTRICT's defense costs. This indemnity shall survive the termination of this Agreement.

## 12. INSURANCE

A. Workers' Compensation: CONSULTANT shall procure and maintain at all times during the performance of such work Worker's Compensation Insurance in

conformance with the laws of the State of California and Federal laws where applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease. Prior to commencement of work hereunder, CONSULTANT shall deliver to DISTRICT a Certificate of Insurance which shall stipulate that 30 days advance written notice of cancellation, shall be given to DISTRICT.

**B. Bodily Injury, Death and Property Damage Liability Insurance:**

CONSULTANT shall also procure and maintain at all times during the performance of this Agreement General Liability Insurance (including automobile operation) covering CONSULTANT and DISTRICT for liability arising out of the operations of CONSULTANT and any subcontractors. The policy(ies) shall include coverage for all vehicles, licensed or unlicensed, on or off DISTRICT's premises, used by or on behalf of CONSULTANT in the performance of work under this Agreement. The policy(ies) shall be subject to a limit for each occurrence of One Million Dollars (\$1,000,000) naming as an additional insured, in connection with CONSULTANT's activities, the DISTRICT, and its directors, officers, employees and agents. The Insurer(s) shall agree that its policy(ies) is Primary Insurance and that it shall be liable for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance covering the DISTRICT.

Inclusion of the DISTRICT as additional insured shall not in any way affect its rights as respects to any claim, demand, suit or judgment made, brought or recovered against CONSULTANT. Said policy shall protect CONSULTANT and DISTRICT in the same manner as though a separate policy had been issued to each; but nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest had been named as an insured.

Prior to commencement of work hereunder, CONSULTANT shall deliver to DISTRICT a Certificate of Insurance which shall indicate compliance with the insurance requirements of this paragraph and shall stipulate that 30 days advance written notice of cancellation, shall be given to DISTRICT.

**C. Professional Liability Insurance:** CONSULTANT shall also maintain Professional Liability Insurance covering CONSULTANT's performance under this Agreement with a limit of liability of One Million Dollars (\$1,000,000) per claim and in annual aggregate. Such Insurance shall be renewed annually. Prior to commencing work under this Agreement, CONSULTANT shall furnish to DISTRICT a Certificate of Insurance, or certified copy of the Insurance policy if requested, indicating compliance with requirements of this paragraph. Such certificate or policy shall further stipulate that 30 days advance written notice of cancellation, shall be given to DISTRICT.

**13. TERMINATION**

DISTRICT shall have the right to terminate this Agreement upon thirty (30) days written notice to the CONSULTANT. Upon receipt of such notice, the CONSULTANT shall not commit itself to any further expenditure of time or resources.

If the Agreement is terminated for any reason other than breach of a material term by

CONSULTANT, the DISTRICT shall pay to CONSULTANT all sums actually due and owing from DISTRICT for all services performed and all expenses incurred up to the day written notice of termination is given, plus any costs reasonably and necessarily incurred by CONSULTANT to effect such suspension or termination.

If CONSULTANT breaches a material term of this Agreement and fails to remedy the breach within ten (10) days after the DISTRICT notifies the CONSULTANT of the breach, the Agreement may be terminated immediately and the DISTRICT shall in such event not thereafter pay or allow to the CONSULTANT any compensation for any labor, supplies or materials furnished under this Agreement; and the DISTRICT may proceed to complete this Agreement by other means, and the CONSULTANT shall be liable to the DISTRICT for all loss or damage which it may suffer on account of the CONSULTANT's breach of this Agreement.

#### 14. NOTICES

All communications relating to the day to day activities of the project shall be exchanged between the DISTRICT'S General Manager, or his designee, and the CONSULTANT's Project Manager.

All other notices and communications deemed by either party to be necessary or desirable to be given to the other party, except for confidential reports described in Section 6 of this Agreement, may be given by personal delivery to the representative of the parties or by mailing the same postage prepaid, addressed as follows:

If to the DISTRICT: Mid-Peninsula Water District  
3 Dairy Lane  
P.O. Box 129  
Belmont, CA 94002  
ATTENTION: Tammy Rudock, General Manager

If to the CONSULTANT: <Company Name>  
<Address>  
<Address>  
ATTENTION: <Name>

The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

#### 15. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the performance of this Agreement the CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, gender identity, disability or national origin. The CONSULTANT shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms

of compensation; and selection for training, including apprenticeship. CONSULTANT further agrees to include a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

16. RECORDS

During the term of this Agreement, CONSULTANT shall permit representatives of the DISTRICT to have access to, examine and make copies, at the DISTRICT's expense, of its books, records and documents relating to this Agreement at all reasonable times.

17. DISTRICT WARRANTIES

The DISTRICT makes no warranties, representations or agreements, either express or implied, beyond such as are explicitly stated in this Agreement.

18. RELEASE OF INFORMATION

CONSULTANT shall not release any reports, information or promotional materials prepared in connection with this Agreement without the approval of the DISTRICT's General Manager.

19. USE OF SUBCONTRACTORS

CONSULTANT shall not subcontract any services to be performed by it under this Agreement without the prior written approval of the DISTRICT, except for service firms engaged in drawing, reproduction, typing and printing. CONSULTANT shall be solely responsible for reimbursing any subcontractors and the DISTRICT shall have no obligation to them.

20. ASSIGNMENT

CONSULTANT shall not assign any of the rights nor transfer any of its obligations under this Agreement without the prior written consent of the DISTRICT.

21. ATTORNEY'S COSTS

If any legal proceeding should be instituted by either of the parties hereto to enforce the terms of this Agreement or to determine the rights of the parties thereunder, the prevailing party in said proceeding shall recover, in addition to all court costs, reasonable attorney's fees.

22. APPLICABLE LAW

This Agreement, its interpretation and all work performed thereunder, shall be governed by the laws of the State of California.

23. BINDING ON SUCCESSORS

All of the terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal



representatives. CONSULTANT shall not assign this Agreement without the prior express written approval of the DISTRICT.

24. WAIVER

Any waiver of any breach or covenant of this Agreement must be in a writing executed by a duly authorized representative of the party waiving the breach. A waiver by any of the parties of a breach or covenant of this Agreement shall not be construed to be a waiver of any succeeding breach or any other covenant unless specifically and explicitly stated in such waiver.

25. ENTIRE AGREEMENT; MODIFICATION. This Agreement, including any attachments, constitutes the entire Agreement between the parties with respect to the subject matter hereof, and supersedes any prior understanding or agreement, oral or written, with respect to such subject matter. It may not be amended or modified, except by a written amendment executed by authorized representatives by both parties. In no event will the Agreement be amended or modified by oral understandings reached by the parties or by the conduct of the parties.

26. COMPLIANCE WITH LAWS AND REGULATIONS

During the progress of the work, CONSULTANT shall fully adhere to all applicable State and Federal laws and county, municipal or DISTRICT ordinances and regulations which in any manner affect those engaged or employed in the work, or the materials and equipment used in the work, or which in any way affect the conduct of the work. CONSULTANT, and any subcontractors performing any work under this Agreement, shall hold such licenses as may be required by the State of California for the performance of the work specified in this Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

DISTRICT:

MID-PENINSULA WATER DISTRICT

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

CONSULTANT:

CONSULTANT NAME

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\*NOTE: This Agreement must be executed by two corporate officers, consisting of: (1) the President, Vice President or Chair of the Board, and (2) the Secretary, Assistant Secretary, Chief Financial Officer, Assistant Chief Financial Officer, or by any person authorized by the corporation to execute written contracts.

**Attachment B**

**CIP Project Summaries**

## SR 101 CROSSING AT PAMF HOSPITAL IMPROVEMENTS

### PROJECT BACKGROUND

Two State Route 101 (SR 101) water main crossings exist in Zone 1 including a 500 LF 12" asbestos cement crossing between Karen Road and Sem Lane and another 12" PVC crossing a half mile to the north. The 12" AC was installed in 1963 in a 36" steel casing. As part of the PAMF development agreement at the south end of Zone 1, the District obtained a 15 ft easement along the northeast side of the PAMF property in addition to a 40 ft x 40 ft area in the northeast corner to serve as a staging area for an alternate SR 101 crossing. This project abandons the aging 12" AC crossing and relocates it to the PAMF easement with a new 1,100 LF 12" polyvinylchloride (PVC) water main. To loop the water main back to the existing water main on Shoreway Road requires the installation of an additional 1,200 LF 8" PVC. Hydraulic analysis indicates increased fire flows along Shoreway Road of approximately 200 gpm. This project will require extensive Caltrans coordination. Distribution System Analysis No. 077

### PROPOSED IMPROVEMENTS

Install 1,100 LF of 12" PVC in steel casing and 1,200 LF of 8" PVC  
Abandon 500 LF 12" AC  
Install 2 fire hydrant assemblies, new intertie  
Cathodic protection of all metallic fittings/materials

### PROJECT BENEFITS

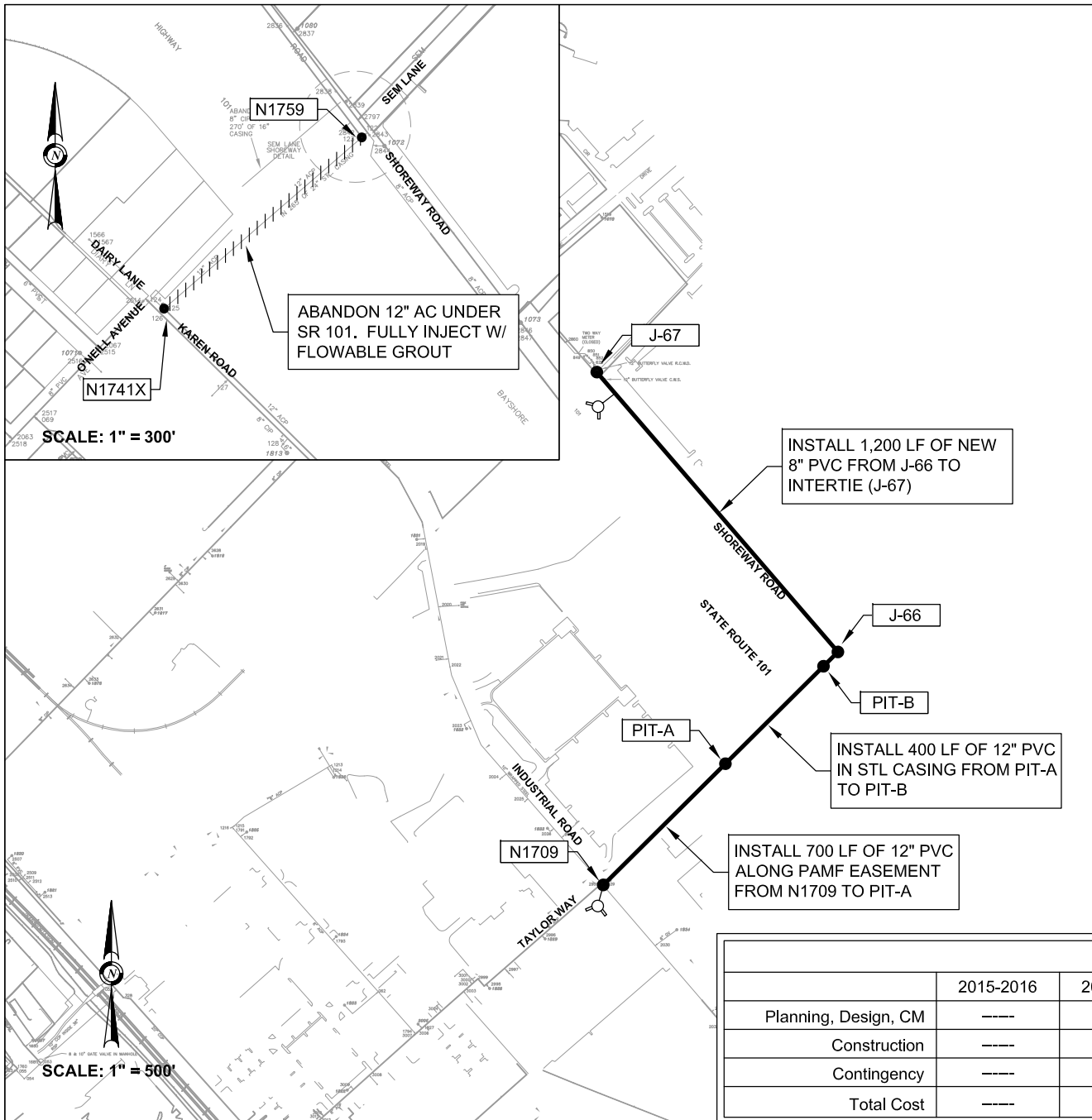
The SR 101 Crossing at PAMF Hospital Improvements replaces an old and aging water main capable of causing major disruptions on SR 101 in the event of a main break, eliminates a dead end, creates a looped system, improves fire flows, and constructs a serviceable underground inter-tie utility vault.

### PROJECT BUDGET

700 LF - 12" PVC @ \$300/LF	\$ 210,000
400 LF - 12" PVC SR 101 @ \$1,000/LF	\$ 400,000
1,200 LF - 8" PVC @ \$250/LF	\$ 300,000
Abandon 12" - AC Crossing @ \$100,000/LS	\$ 100,000
2 Fire Hydrants @ \$15,000/EA	\$ 30,000
Subtotal Construction	\$ 1,040,000
Planning, Design, & Construction Support	\$ 350,000
Contingency (±20%)	\$ 280,000
<b>Project Budget</b>	<b>\$ 1,670,000</b>

### EXPENDITURE SCHEDULE (2015 DOLLARS)

	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	Future
Planning, Design, CM	----	-----	-----	-----	-----	-----
Construction	----	-----	-----	-----	-----	-----
Contingency	----	-----	-----	-----	-----	-----
<b>Total Cost</b>	----	-----	-----	-----	-----	-----



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CAPITAL IMPROVEMENT PROGRAM - 2015 UPDATE  
SR 101 CROSSING AT PAMF HOSPITAL IMPROVEMENTS  
PROJECT 15-72

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# OLD COUNTY ROAD IMPROVEMENTS

## PROJECT BACKGROUND

Old County Road spans the entire length of Zone 1 and has approximately 5,000 LF of various 4", 6" and 8" cast iron pipe (CIP) and asbestos cement (AC) water mains installed in the 1930's/1940's located on the east side of the road. In addition, approximately 3,100 LF of 10" and 12" polyvinylchloride (PVC) and polyethylene (PE) water mains in steel casings were installed in the late 1980s and parallel the CIP and AC on the left side of the road. There are approximately 111 service connections, 15 fire service connections, and 11 fire hydrants along the CIP/AC water mains. Hydraulic analysis indicates the larger parallel water mains (10"-12") provide no significant fire flow benefit to the zone. This project abandons 6,475 LF of various sized parallel water main and replaces all of the 6"-8" CIP/AC with 8" PVC (3,700 LF) and 1,800 LF of 20" CC with 20" PVC from Bragato Road to Marine View Avenue. Distribution System Analysis No. 080

## PROPOSED IMPROVEMENTS

- Abandon 6,475 LF of various size/type water mains
- Replace 3,700 LF of 6"-8" CIP/AC with 8" PVC
- Replace 1,800 LF of 20" CC with 20" PVC
- Replace 11 fire hydrant assemblies
- Replace 111 service connections
- Replace 15 fire service connections

## PROJECT BENEFITS

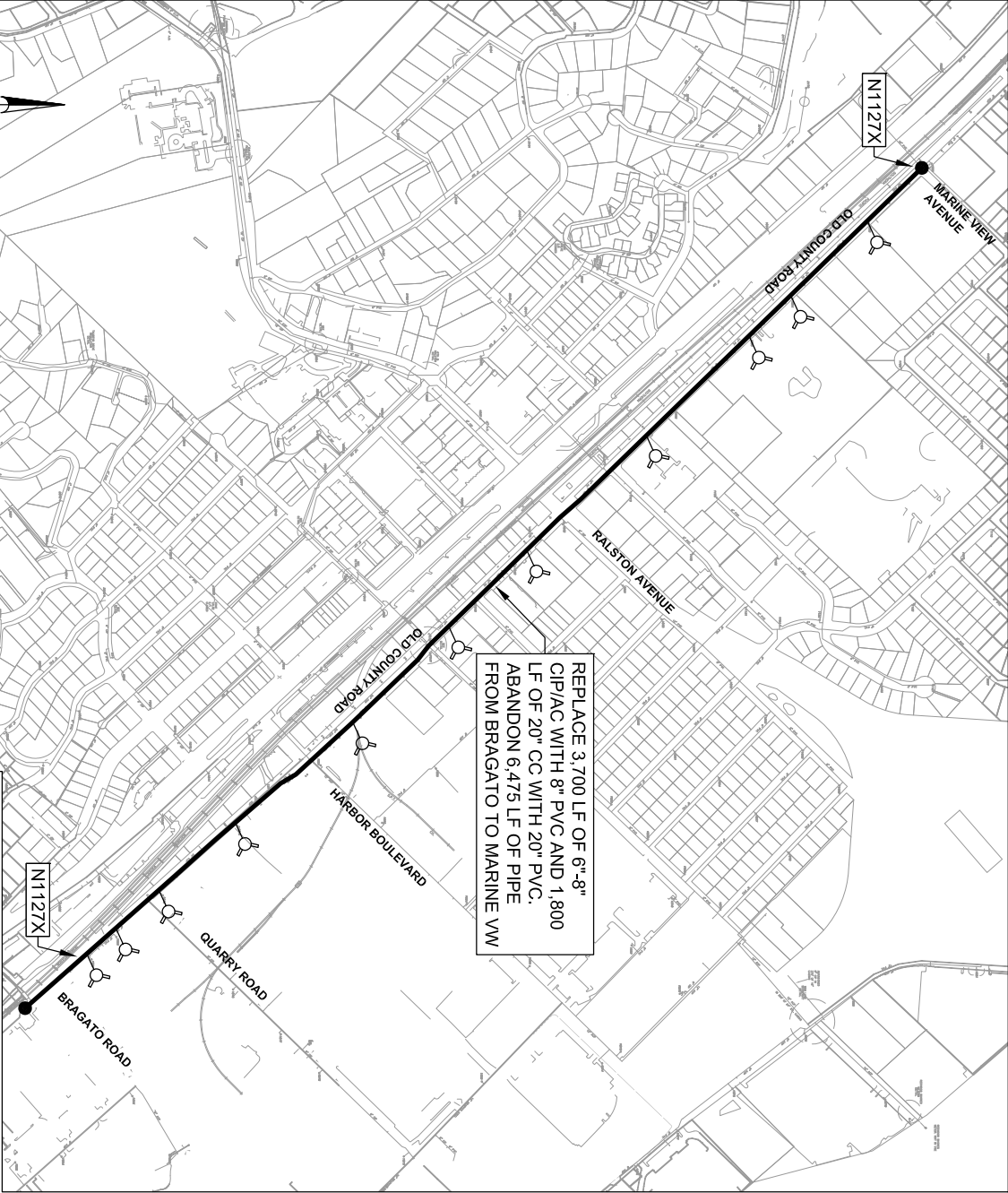
The Old County Road Improvements replaces old and aging water main, reduces maintenance, and improves fire flows at various locations along Old County Road to as much as 2,500 gpm.

## PROJECT BUDGET

3,700 LF - 8" PVC @ \$275/LF	\$ 1,017,500
1,800 LF - 20" PVC @ \$500/LF	\$ 900,000
Abandonments	\$ 75,000
11 Fire Hydrants @ \$15,000/EA	\$ 165,000
15 Fire Services @ \$6,000/EA	\$ 90,000
111 Service Connections @ \$3,000/EA	\$ 333,000
Subtotal Construction	\$ 2,580,500
Planning, Design, & Construction Support	\$ 510,000
Contingency (±10%)	\$ 309,500
<b>Project Budget</b>	<b>\$ 3,400,000</b>

## EXPENDITURE SCHEDULE (2015 DOLLARS)

	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	Future
Planning, Design, CM	-----	-----	-----	-----	-----	-----
Construction	-----	-----	-----	-----	-----	-----
Contingency	-----	-----	-----	-----	-----	-----
Total Cost	-----	-----	-----	-----	-----	-----



SCALE: 1" = 800'



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OLD COUNTY ROAD IMPROVEMENTS  
PROJECT 15-75

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## F STREET IMPROVEMENTS

### PROJECT BACKGROUND

F Street is located in the southern portion of Zone 1 and crosses El Camino Real where it dead ends before the railroad tracks. A short 150 LF 6" polyvinylchloride (PVC) water main provides service to one business and a hydrant on F Street. Directly to the south of F Street, the District has a 350 LF 10" concrete (CC) water main located in an easement on the CVS property and is 1 of 5 railroad crossings connecting Old County Road with El Camino Real. The 10" CC was installed in 1963 and is currently out of service due to main break with the exact location of the break unknown. This project relocates the existing 10" CC out of the CVS easement to F Street and installs a new 400 LF 8" PVC. Hydraulic analysis indicates this particular crossing does not provide significant fire flow benefit however it does provide other benefits including system redundancy and relocation of a water main out of an easement onto public right-of-way. Distribution System Analysis No. 084

### PROPOSED IMPROVEMENTS

Install 400 LF of new 8" DIP  
Replace 1 fire hydrant assembly  
Replace 2 service connections

### PROJECT BENEFITS

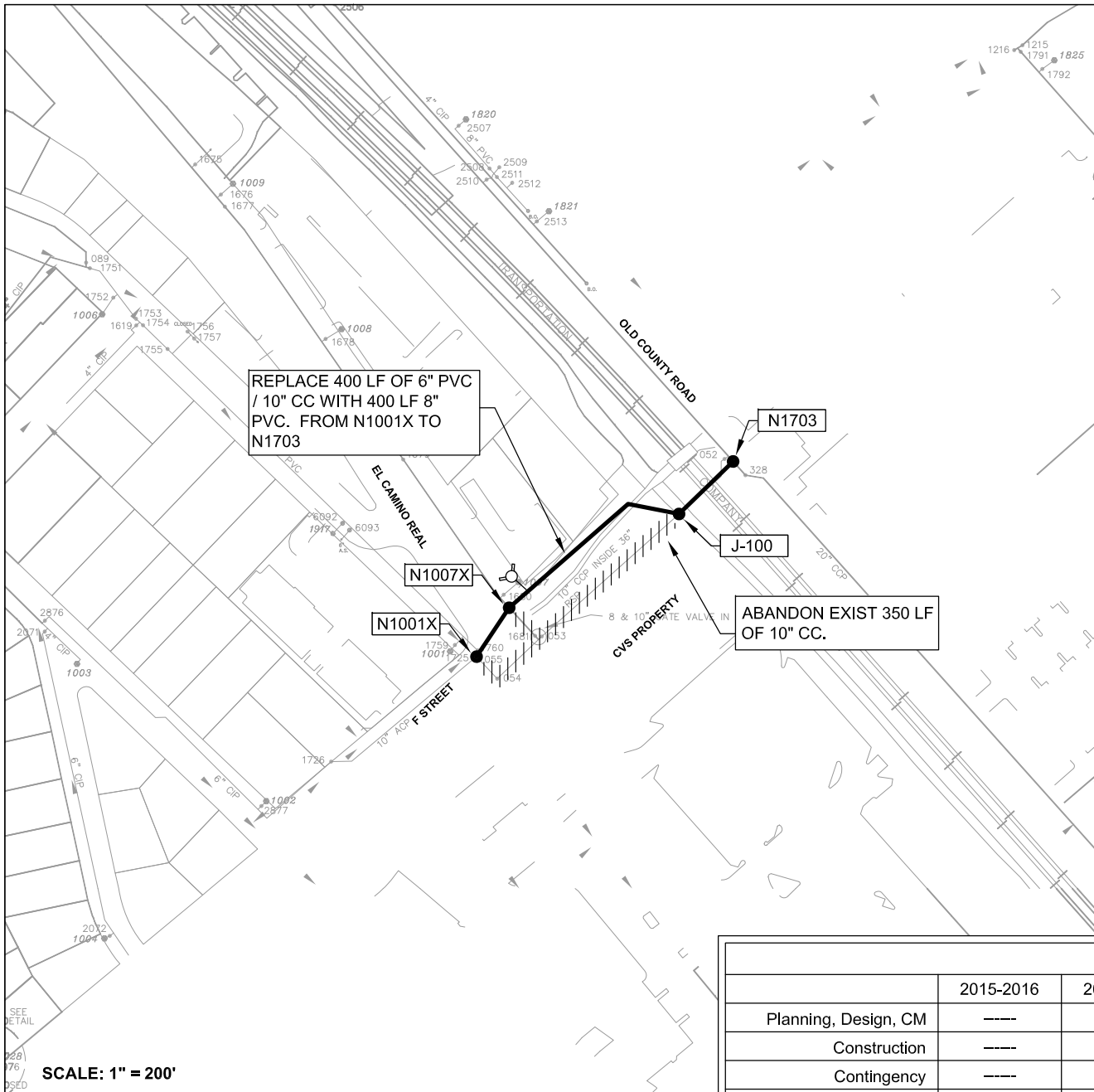
The F Street Improvements replaces old and aging water main, relocates a damaged water main out of the CVS property to public right-of-way, and provides system redundancy.

### PROJECT BUDGET

400 LF - 8" PVC @ \$300/LF	\$ 120,000
2 Abandonments @ \$20,000/LS	\$ 20,000
1 Fire Hydrant @ \$15,000/EA	\$ 15,000
2 Service Connections @ \$3,000/EA	\$ 6,000
Subtotal Construction	\$ 161,000
Planning, Design, & Construction Support	\$ 54,000
Contingency (±10%)	\$ 20,000
<b>Project Budget</b>	<b>\$ 235,000</b>

### EXPENDITURE SCHEDULE (2015 DOLLARS)

	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	Future
Planning, Design, CM	----	-----	-----	-----	-----	-----
Construction	----	-----	-----	-----	-----	-----
Contingency	----	-----	-----	-----	-----	-----
Total Cost	----	-----	-----	-----	-----	-----



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CAPITAL IMPROVEMENT PROGRAM - 2015 UPDATE  
F STREET IMPROVEMENTS  
PROJECT 15-79

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# RALSTON AVENUE IMPROVEMENTS

## PROJECT BACKGROUND

The 500 LF 6" cast iron (CIP) water main along Ralston Avenue between Old County Road and Elmer Street was identified by maintenance personnel as a preferred capital improvement project. The CIP was installed in 1937 and it is probable this water main could experience a significant break in the future. Given the location on the highly traveled Ralston Avenue, a main break would not be ideal and would cause major traffic disruptions. This project replaces the existing 6" CIP with a new 8" polyvinylchloride (PVC) in addition to 5 service replacements and 1 fire hydrant. Traffic control on Ralston Avenue will be challenging where night time work may be a possibility to minimize traffic disruptions.

## PROPOSED IMPROVEMENTS

- Replace 500 LF of 6" CIP with 8" PVC
- Replace 1 fire hydrant assembly
- Replace 5 service connections

## PROJECT BENEFITS

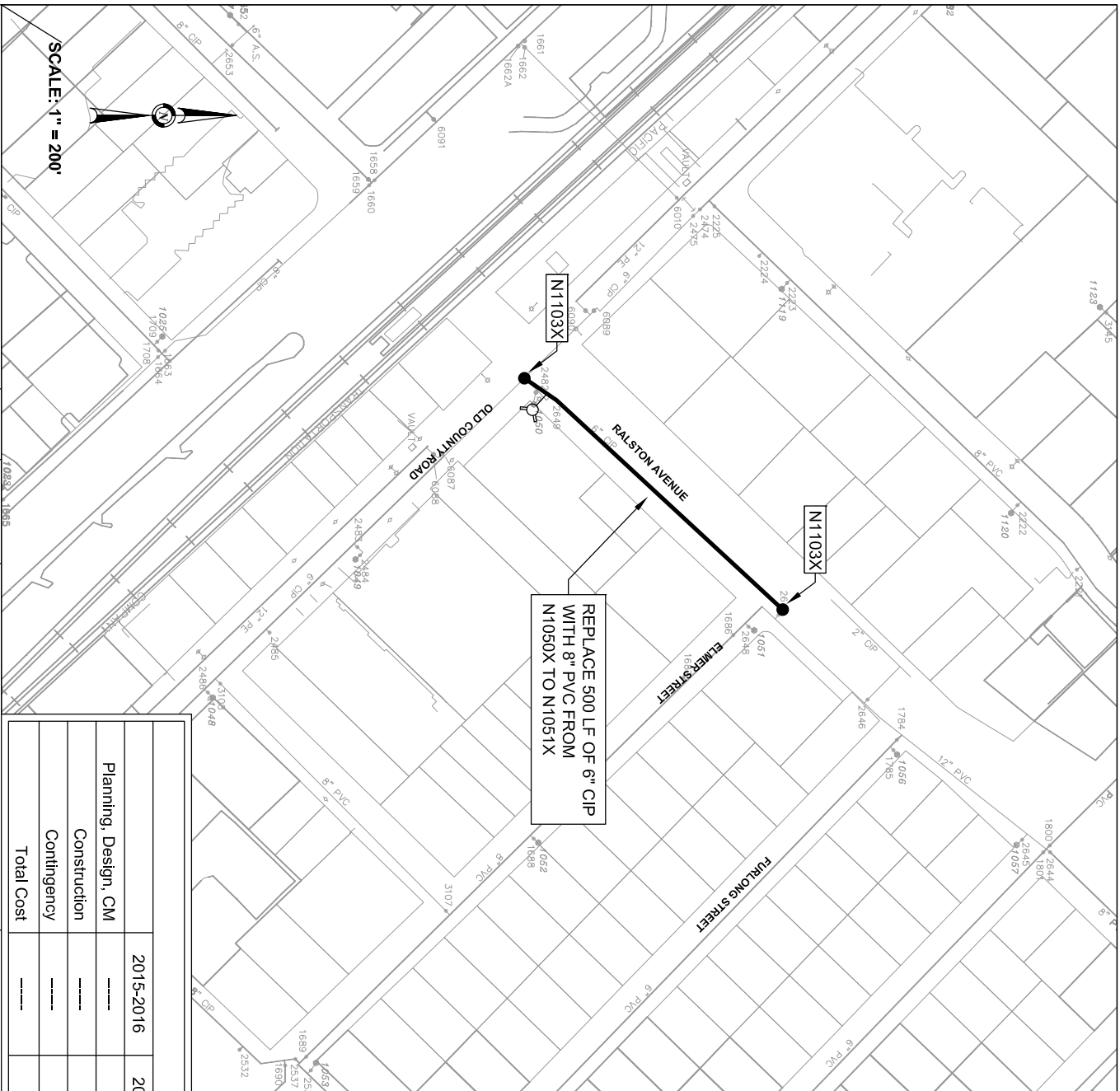
The Ralston Avenue Improvements replaces an old and aging water main capable of creating major traffic disruptions in the event of a main break, and increases the water main to the minimum 8-inches set by the District.

## PROJECT BUDGET

500 LF - 8" PVC @ \$250/LF	\$ 125,000
1 Fire Hydrant @ \$15,000/EA	\$ 15,000
5 Service Connections @ \$3,000/EA	\$ 15,000
Traffic Control @ \$50,000/LS	\$ 50,000
Subtotal Construction	\$ 190,000
Planning, Design, & Construction Support	\$ 60,000
Contingency (±10%)	\$ 25,000
<b>Project Budget</b>	<b>\$ 290,000</b>

## EXPENDITURE SCHEDULE (2015 DOLLARS)

	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	Future
Planning, Design, CM	-----	-----	-----	-----	-----	-----
Construction	-----	-----	-----	-----	-----	-----
Contingency	-----	-----	-----	-----	-----	-----
Total Cost	-----	-----	-----	-----	-----	-----



SCALE: 1" = 200'



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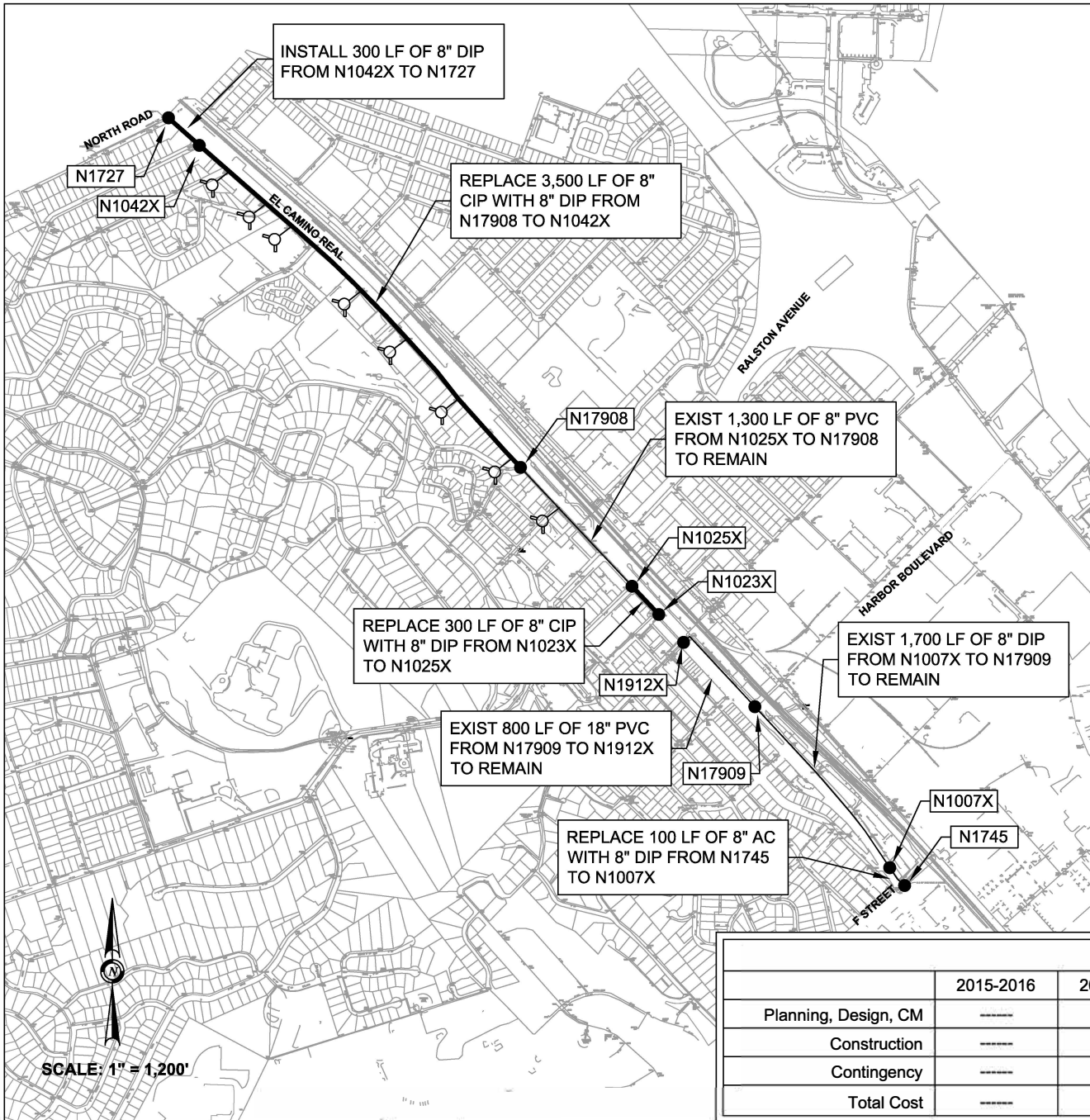
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RALSTON AVENUE IMPROVEMENTS  
PROJECT 15-82

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## EL CAMINO REAL IMPROVEMENTS

### PROJECT BACKGROUND

El Camino Real is located in the western portion of Zone 1 and spans the entire length of the Zone for approximately 8,400 LF. The existing water mains along the road consist of 100 LF of 8" asbestos cement (AC), 1,700 LF of 8" ductile iron pipe (DIP), 3,800 LF of cast iron pipe (CIP), and 1,300 LF of polyvinylchloride (PVC) for a total 6,900 LF as shown in the map to the left. The District has reported several leaks along the alignment primarily along the CIPs which were installed in 1950 compared to all other pipe on the road installed in the 1990's. This project replaces the 3,800 LF of 8" CIP with 8" DIP, in addition to the installation of 300 LF of new 8" DIP. There are also 8 fire hydrants, 4 fire services, and 23 service connections that will be replaced. Hydraulic analysis indicates an 8" water main along El Camino Real is sufficient to provide fire flows well above the minimum 1,500 gpm at 20 psi. Distribution System Analysis No. 081

### PROPOSED IMPROVEMENTS

Replace 3,800 LF of 8" CIP with 8" DIP  
 Install 300 LF of new 8" DIP  
 Replace 8 fire hydrant assemblies  
 Replace 23 service connections  
 Replace 4 fire service connections

### PROJECT BENEFITS

The El Camino Real Improvements replaces old and aging water main, reduces maintenance, and improves fire flows at various locations along Old County Road to as much as 2,500 gpm.

### PROJECT BUDGET

4,100 LF - 8" DIP @ \$300/LF	\$ 1,230,000
Abandonment of 8" CIP @ \$20,000/LS	\$ 20,000
8 Fire Hydrants @ \$15,000/EA	\$ 120,000
4 Fire Services @ \$6,000/EA	\$ 24,000
23 Service Connections @ \$3,000/EA	\$ 69,000
<b>Subtotal Construction</b>	<b>\$ 1,463,000</b>
Planning, Design, & Construction Support	\$ 310,000
Caltrans Coordination	\$ 50,000
Contingency (±20%)	\$ 277,000
<b>Project Budget</b>	<b>\$ 2,100,000</b>

### EXPENDITURE SCHEDULE (2015 DOLLARS)

	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	Future
Planning, Design, CM						
Construction						
Contingency						
<b>Total Cost</b>						



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 EL CAMINO REAL IMPROVEMENTS  
 PROJECT 15-76

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## MALCOLM AVENUE AREA IMPROVEMENTS

### PROJECT BACKGROUND

The neighborhood consisting of Malcolm Avenue, Anita Avenue, Julia Court, and Belmont Avenue is currently served by Zone 2 and consists of 55 residences and 5 fire hydrants. Streets to the immediate north of Malcolm Avenue and those on Ruth Avenue and North Road are all served by Zone 1. The zones are connected at the North Road Regulating Station in addition to four other connections via closed valves creating 5 dead ends within the area. This project eliminates all the dead ends except the one associated with the North Road Regulator by installing a new parallel 550 LF ductile iron pipe (DIP) water main along the existing Zone 2 water main on Malcolm Avenue. The existing Zone 2 water main would become part of Zone 1 and the new water main would become part of Zone 2. Hydraulic analysis indicates a static pressure loss of approximately 40 psi to an average 98 psi with the Zone 2 to Zone 1 switch. Fire flows are minimally affected with differences around 100 gpm on average however the majority of the flows are above 2,000 gpm. Distribution System Analysis No. 079

### PROPOSED IMPROVEMENTS

Install 550 LF of 8" DIP along Malcolm Avenue  
Reconfigure Zone 1 and 2 boundaries  
Replace 2 service connections

### PROJECT BENEFITS

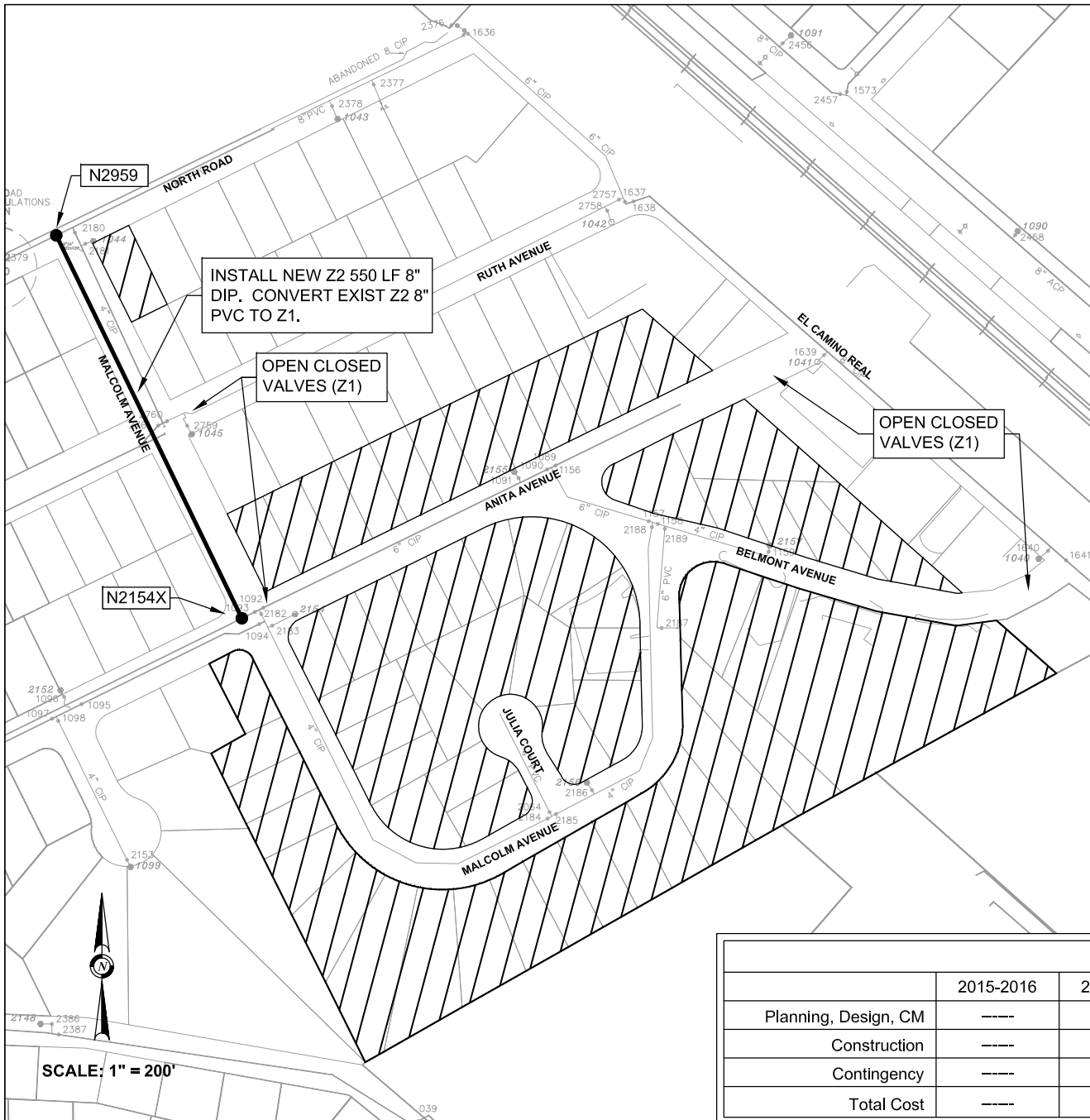
The Malcolm Avenue Area Improvements include reduced static pressures, elimination of 4 dead ends, creating a completely looped system in both Zones 1 and 2, increased fire protection for a few select nodes.

### PROJECT BUDGET

550 LF - 8" DIP @ \$250/LF	\$ 137,500
4 Tie-Ins @ \$10,000/EA	\$ 40,000
2 Service Connections @ \$3,000/EA	\$ 6,000
Subtotal Construction	\$ 183,500
Planning, Design, & Construction Support	\$ 57,000
Contingency (±10%)	\$ 24,500
<b>Project Budget</b>	<b>\$ 265,000</b>

### EXPENDITURE SCHEDULE (2015 DOLLARS)

	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	Future
Planning, Design, CM	----	-----	-----	-----	-----	-----
Construction	----	-----	-----	-----	-----	-----
Contingency	----	-----	-----	-----	-----	-----
<b>Total Cost</b>	----	-----	-----	-----	-----	-----



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MALCOLM AVENUE AREA IMPROVEMENTS  
PROJECT 15-74

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