

REQUEST FOR PROPOSALS FOR

WEST BAY SANITARY DISTRICT

WASTEWATER COLLECTION SYSTEM

MASTER PLAN UPDATE



October 2022

West Bay Sanitary District
500 Laurel Street
Menlo Park, CA 94025
(650) 321-0384

**WEST BAY SANITARY DISTRICT
NOTICE INVITING PROPOSALS**

**WASTEWATER COLLECTION SYSTEM
MASTER PLAN UPDATE**

Sealed proposals for the WEST BAY SANITARY DISTRICT WASTEWATER COLLECTION SYSTEM MASTER PLAN UPDATE will be received at the West Bay Sanitary District, 500 Laurel Street, Menlo Park, California 94025 until 3:00 PM on Thursday, November 17, 2022.

Interested parties may obtain the above-mentioned RFP at:

<https://westbaysanitary.org/west-bay-sanitary-district-master-plan-update-rfp/>

A pre-proposal meeting will be held on **Monday, October 17, 2022, at 2:00 PM** via **Zoom**. All prospective proposers are encouraged to attend this meeting.

Join Zoom Meeting

<https://us06web.zoom.us/j/85724594787?pwd=WTBCZThENERtVXJnRGRTTmxuS1J5Zz09>

Meeting ID: 857 2459 4787

Passcode: 575451

One tap mobile

+16699006833,,85724594787#,,, *575451# US (San Jose)

+16694449171,,85724594787#,,, *575451# US

Dial by your location

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+1 719 359 4580 US

+1 312 626 6799 US (Chicago)

+1 564 217 2000 US

+1 929 205 6099 US (New York)

+1 669 444 9171 US

+1 346 248 7799 US (Houston)

+1 309 205 3325 US

+1 386 347 5053 US

+1 646 931 3860 US

+1 301 715 8592 US (Washington DC)

Meeting ID: 857 2459 4787

Passcode: 575451

The District has established **December 7, 2022**, as the date for Proposal Presentations. All proposers should prepare to present their proposals on this day.

The District reserves the right to reject any or all proposals determined not to be in the best interest of the District.

West Bay Sanitary District
Board of Directors
San Mateo County, California

/s/ Sergio Ramirez
General Manager

Dated: October 3, 2022

WEST BAY SANITARY DISTRICT
PROFESSIONAL ENGINEERING SERVICES
WASTEWATER COLLECTION SYSTEM
MASTER PLAN UPDATE

I. BACKGROUND AND INTRODUCTION

The West Bay Sanitary District (“District”) is requesting proposals from qualified firms¹ (“Proposers”) for Professional Engineering Services (“Services”), which shall be provided under the general direction of the District’s General Manager or his designee.

The District adopted a Wastewater Collection System Master Plan Update in 2011 and an Update in 2013 based on updated flow monitoring results. The District is interested in replacing those Master Plans with this update which evaluates the current system that has been improved since 2011, prioritizes the capital improvement program, minimizes inflow and infiltration, ensures compliance with regulatory requirements, includes recycled water planning, and increases efficiencies in operations and maintenance. The updated sanitary sewer master plan (“Master Plan”) must recommend short term and long-term capital improvement projects that will improve system reliability, resiliency, functionality, and flexibility. The Master Plan will guide the management and implementation of the sanitary sewer facility improvement projects within the District’s collection system. The Master Plan will incorporate evaluation from the existing Master Plan, recently completed sewer rehabilitation projects, flow studies provided by the District, and any new or additional data and analysis necessary to complete the Master Plan update. The updated plan must address all relevant issues as described in the scope of work, Exhibit “A”, for the entire collection system.

II. REQUEST FOR PROPOSALS

A. Scope of Services

The Services sought under this RFP are set forth in more detail in **Exhibit “A,”** attached hereto and incorporated herein by this reference. Notwithstanding the inclusion of such Services in **Exhibit “A,”** the final scope of Services negotiated between District and the successful Proposer shall be set forth in the Professional Services Agreement (“Agreement”) executed by and between District and the successful Proposer. A copy of the Agreement is attached hereto as **Exhibit “B”** and incorporated herein by this reference.

¹ Use of the term “firm” throughout this document shall mean individual proprietorship, partnership, limited liability company, corporation, or joint venture.

B. Content and Format of Proposal

Proposals shall be concise, well organized and demonstrate qualifications and applicable experience. Proposals shall be in the following order and shall include:

1. Executive Summary: Summarize the content of your firm's proposal in a clear and concise manner.
2. Table of Contents
3. Identification of Proposer:
 - a. Legal name and address of the company.
 - b. Legal form of company (partnership, corporation).
 - c. If company is a wholly owned subsidiary of a "parent company," identify the "parent company."
 - d. Name, title, address, and telephone number of the proposed representative to contact concerning the Proposal Submittal.
4. Staffing Resources:
 - a. Firm Staffing and Key Personnel
 - (i) Provide the number of staff to be assigned to perform the Services and the names/discipline/job title of each as well as your firm's capacity to provide additional personnel as needed.
 - (ii) Identify three (3) persons that will be principally responsible for working with the District. Indicate the role and responsibility of each individual. These principal individuals must attend the interview and in-person proposal presentation.
 - (iii) Describe proposed team organization, including identification and responsibilities of key personnel. Please include one-page resumes.
 - (iv) Provide brief biographies of individuals that will be working directly with the District.
 - b. Subcontractors/Subconsultants
 - (i) The Proposer shall identify functions that are likely to be subcontracted and identify the subcontractor / sub-consultant that is anticipated to perform each function, if known at this time.
5. Fiscal Stability:
 - a. The Proposer should provide evidence of corporate stability including:
 - (i) A current report from any commercial credit rating service such as Dunn and Bradstreet or Experian; or
 - (ii) A letter from a financial institution stating a current line of credit; and

- (iii) Latest audited financial statement and/or annual report that has been certified by a CPA. This information will remain confidential and is not subject to public disclosure.

6. Experience and Technical Competence:

a. Experience

- (i) The Proposer shall provide a description of how the Proposer's experience, technical and professional skills will meet the goals and fulfill the general functions identified in this RFP.
- (ii) Describe the past experience of the staff to be assigned to perform the Services in performing similar services.
- (iii) The Proposer shall state the number of years the firm has conducted business. Proposer must have at least five (5) years' experience in providing the required scope of Services for public clients.
- (iv) Provide five (5) references regarding the Proposer's experience and performance performing similar services. Include the following information: (1) organization name, contact name, phone number, e-mail address; and (2) project size and description, if applicable, and description of services.
- (v) Describe the firm's local experience and knowledge of District's operations.

b. Project Specific Experience

- (i) The Proposer shall provide a description of the three most relevant service contracts held by the firm within the last five years, one page per project, to include:
 - (a) Role of the firm
 - (b) Dollar value of the services
 - (c) Dollar value of the fee
 - (d) Description of services
 - (e) Staffing
 - (f) Duration of providing services
 - (g) Relationship to client
 - (h) Contact name, position, entity name, telephone number, fax number and e-mail address for each project.
- (ii) If any of the following has occurred, please describe in detail:

- (a) Failure to enter into a contract or professional services agreement once selected or awarded the contract.
- (b) Withdrawal of a proposal as a result of an error.
- (c) Termination or failure to complete a contract prior to the expiration of the contract.
- (d) Debarment by any municipal, county, state, federal or local agency.
- (e) Involvement in litigation, arbitration, or mediation. Conviction of the firm or its principals for violating a state or federal antitrust law by bid or proposal rigging, collusion, or restrictive competition between bidders or proposers, or conviction of violating any other federal or state law related to bidding or professional services performance. Knowing concealment of any deficiency in the performance of a prior contract.
- (f) Falsification of information or submission of deceptive or fraudulent statements in connection with a contract.
- (g) Willful disregard for applicable rules, laws, or regulations.

Information regarding any of the above may, at the sole discretion of the District, be deemed to indicate an unsatisfactory record of performance.

c. Technical Competence

- (i) Description of in-house resources (i.e., computer capabilities, software applications, security protocols, modeling programs, etc.)
- (ii) Ability to draw upon multi-disciplinary staff to address the Services requested in this RFP.

7. Proposed Method to Accomplish the Work: Describe the technical and management approach to providing the Services to the District. Proposer should consider the scope of the Services, goals of the District, and general functions required. Include a draft schedule of tasks, milestones, and deliverables that will provide for timely provision of the Services. In reviewing the scope of Services and goals described in **Exhibit "A,"** the Proposer may identify additional necessary tasks and is invited to bring these to the District's attention within the discussion of its proposed method to accomplish the work.
8. Insurance: See the Agreement, attached hereto as **Exhibit "B,"** for a description of the insurance requirements.
9. Litigation: Provide litigation history for any claims filed by your firm or against your firm related to the provision of any services in the last five (5) years.
10. Other Information: This section shall contain all other pertinent information regarding the

following:

- a. Demonstration of record of staffing tasks efficiently and completing projects on time and within the allocated budget.
 - b. Description of community involvement.
 - c. Description of any previous involvement with the District.
11. Appendices: Include any documentation to further support experience related to the Scope of Work to be performed.

C. Pre-Proposal Meeting

Each Proposer is requested to attend a non-mandatory pre-proposal meeting to be held on October 17, 2022, at 2:00 PM via ZOOM. Failure to attend this meeting will not preclude a firm from submitting a proposal. Attendance at the pre-proposal meeting will ensure the Proposer understands the full scope of the Services requested.

The pro-proposal meeting will be conducted via Zoom which is an independent platform not owned or controlled by the District. Proposers joining the meeting by Zoom should familiarize themselves with Zoom's various data and privacy policies which can be found at Zoom.us. Proposers may join the meeting by logging onto the Zoom meeting listed below.

Join Zoom Meeting

<https://us06web.zoom.us/j/85724594787?pwd=WTBCZThENERtVXJnRGRTTmxuS1J5Zz09>

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+1 346 248 7799 US (Houston)

+1 719 359 4580 US

+1 309 205 3325 US

+1 312 626 6799 US (Chicago)

+1 386 347 5053 US

+1 564 217 2000 US

+1 646 931 3860 US

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

Meeting ID: 857 2459 4787

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D. Selection Process

1. District will evaluate written proposals based on the following criteria:
 - a. The firm is independent and properly licensed to practice and authorized to do

business in the State of California.

- b. The firm has no conflict of interest with regard to any other work performed by the firm for the District.
 - c. Clarity and conformance of proposal to RFP.
 - d. Content of the proposal.
 - e. Proposer's experience and performance.
 - f. Team members' experience and performance.
 - g. Reference's comments.
2. It is the District's intent to select a firm evidencing demonstrated competence and professional qualification sufficient to perform the Services. The District reserves the right to reject all proposals or select by proposal review only. All qualified Proposers are required to make a Proposal Presentation after which a final selection will be made. Proposal Presentations will be approximately 1-hour, consisting of 30-minute presentation followed by an up to 30-minute question/answer period. The successful proposer will be selected on the basis of information provided in the RFP, in-person proposal presentation, and the results of the District's research and investigation. Upon selection of a firm, the District will endeavor to negotiate a mutually agreeable professional services agreement with the selected firm. In the event that the District is unable to reach agreement, the District will proceed, at its sole discretion, to negotiate with the next firm selected by the District. The District reserves the right to contract for services in the manner that most benefits the District including awarding more than one contract if desired.
3. After negotiating a proposed Agreement that is fair and reasonable, District staff will make the final recommendation to the District Board concerning the proposed Agreement. The District Board has the final authority to approve or reject the Agreement.

E. Protests

1. Protest Contents: Proposer may protest a contract award if the Proposer believes that the award was inconsistent with District policy, or this RFP is not in compliance with law. A protest must be filed in writing with the District (email is not acceptable) within five (5) business days after receipt of notification of the contract award. Any protest submitted after 5:00 p.m. of the fifth business day after notification of the contract award will be rejected by the District as invalid and the Proposer's failure to timely file a protest will waive the Proposer's right to protest the contract award. The Proposer's protest must include supporting documentation, legal authorities in support of the grounds for the protest and the name, address and telephone number of the person representing the Proposer for purposes of the protest. Any matters not set forth in the protest shall be deemed waived.
2. District Review: The District will review and evaluate the basis of the protest provided the protest is filed in strict conformity with the foregoing. The District shall provide the Proposer submitting the protest with a written statement concurring with or denying the protest. Action by the District relative to the protest will be final and not subject to appeal or reconsideration. The procedure and time limits set forth in this Section are mandatory and are the Proposer's

sole and exclusive remedy in the event of protest. Failure to comply with these procedures will constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings.

F. Proposal Schedule

The tentative schedule is as follows:

Action	Date
Release of Request for Proposal	10/3/2022
Pre-proposal Meeting Location: ZOOM at 2:00 PM	10/17/22
Last Day to Submit Questions for Clarification received by the District on or before 4:00 PM (PST)	10/31/22
Clarifications issued by the District	11/07/22
Deadline for Receipt of Proposals submitted on or before 3:00 PM (PST)	11/17/22
Notifications of Proposal Presentation Times	11/21/22
Proposal Presentations	12/7/22
Award Project	01/11/23

The above scheduled dates are tentative, and District retains the sole discretion to adjust the above schedule. Nothing set forth herein shall be deemed to bind the District to award a contract for the above-described Professional Services and District retains the sole discretion to cancel or modify any part of or all of this RFP at any time.

G. Submittal Requirements

1. General: It is strongly recommended that the Proposer submit proposals in the format identified in Section B to allow the District to fully evaluate and compare the proposals. All requirements and questions in the RFP should be addressed and all requested data should be supplied. The District reserves the right to request additional information which, in the District's opinion, is necessary to assure that the Proposer's competence, qualifications, number of qualified employees, business organization and financial resources are adequate to perform the Services according to the terms of the Agreement.
2. Preparation: Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Responses should emphasize the Proposer's demonstrated capability to perform work of this type. Expensive bindings and promotional materials, etc., are not necessary or desired. However, technical literature that supports the approach to providing the Services and work plan should be forwarded in the Appendix of the Proposal. Emphasis should be concentrated on completeness, approach to the work and clarity of the proposal.
3. Site Examination: Proposers are encouraged to visit District and its physical facilities and determine the local conditions which may in any way affect the performance of the Services; familiarize themselves with all federal, state and local laws, ordinances, rules, regulations,

and codes affecting the performance of the Services; make such investigations, as it may deem necessary for performance of the Services at its proposal price within the terms of the Agreement; and correlate its observations, investigations, and determinations with the requirements of the Agreement.

4. Number of Copies: One executed original, 5 copies, and one copy on flash drive of the Proposal shall be submitted.
5. Authorization: The proposal shall be signed by an individual, partner, officer or officers authorized to execute legal documents on behalf of the Proposer.
6. Confidentiality of Proposal: Pursuant to *Michaelis, Montanari, & Johnson v. Superior Court* (2006) 38 Cal.4th 1065, proposals submitted in response to this RFP shall be held confidential by District and shall not be subject to disclosure under the California Public Records Act (Cal. Government Code section 6250 *et seq.*) until after either District and the successful proposer have completed negotiations and entered into an Agreement or District has rejected all proposals. All correspondence with the District including responses to this RFP will become the exclusive property of the District and will become public records under the California Public Records Act. Furthermore, the District will have no liability to the Proposer or other party as a result of any public disclosure of any proposal or the Agreement.

If a Proposer desires to exclude a portion of its proposal from disclosure under the California Public Records Act, the Proposer must mark it as such and state the specific provision in the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. For example, if a Proposer submits trade secret information, the Proposer must plainly mark the information as “Trade Secret” and refer to the appropriate section of the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the District may not be in a position to establish that the information that a Proposer submits is a trade secret. If a request is made for information marked “Confidential”, “Trade Secret” or “Proprietary”, the District will provide Proposers who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction.

Delivery: The proposal must be received no later than **3:00 PM** local time, on or before **November 17, 2022**.

If you have any questions, contact Jason Feudale at JFeudale@westbaysanitary.org or (650) 321-0384.

H. Proposal Review

The District will assign a committee with the task of selecting the best-qualified consultant. The committee will select consultant based on their Proposal and Proposal Presentation. The following criteria will be used to evaluate and determine the final consultant selection. Each criterion will be rated on a scale of 1 to 5 which will be multiplied by the weighted values as shown in the following

table:

EVALUATION CRITERIA AND PERCENTAGE OF SCORE

Criteria	Weight Factor	Rating (1.0-5) (low to high)	Weighted Rating
Quality of Proposal and Qualifications and experience of the Proposer related to the services described in this RFP.	30%		
Proposer’s understanding of the project and knowledge of subject matter and expertise and approach as presented during Proposal Presentation to committee.	45%		
Proposer’s ability and available resources to perform the requested services.	15%		
Proposed project costs.	10%		
TOTAL SCORE:			

I. Miscellaneous

1. Exceptions Certification to this RFP: In submitting a proposal in response to this RFP, Proposer is certifying that it takes no exceptions to this RFP including, but not limited to, the Agreement. If any exceptions are taken, such exceptions must be clearly noted in the proposal and may be reason for rejection of the proposal. As such, Proposer is directed to carefully review the proposed Agreement and, in particular, the insurance and indemnification provisions therein.
2. Amendments to Proposals: No amendment, addendum or modification will be accepted after a proposal has been submitted to District. If a change to a proposal that has been submitted is desired, the submitted proposal must be withdrawn and the replacement proposal submitted to District prior to the proposal due date and time.
3. Cancellation of RFP: District reserves the right to cancel this RFP at any time prior to contract award without obligation in any manner for proposal preparation, interview, fee negotiation or other marketing costs associated with this RFP.

4. Price Validity: Prices provided by Proposers in response to this RFP are valid for 90 days from the proposal due date. The District intends to award the contract within this time but may request an extension from the Proposers to hold pricing, until negotiations are complete, and the contract is awarded.
5. No Commitment to Award: Issuance of this RFP and receipt of proposals does not commit the District to award a contract. District expressly reserves the right to postpone the RFP process for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with more than one Proposer concurrently, or to cancel all or any part of this RFP.
6. Requests for Clarification: All requests for information and/or clarification must be submitted to Jason Feudale at JFeudale@westbaysanitary.org no later than 4 p.m. PST, October 31, 2022. Answers to all questions will be issued to all prospective proposers via e-mail. Each Proposer is responsible for ensuring that it has received all addenda, clarifications, supplemental information, and responses to questions prior to submitting a proposal.
7. Right to Negotiate and/or Reject Proposals: District reserves the right to negotiate any price or provision, task order or service, accept any part or all of any proposals, waive any irregularities, and to reject any and all, or parts of any and all proposals, whenever, in the sole opinion of District, such action shall serve its best interests and those of the tax-paying public. The Proposers are encouraged to submit their best prices in their proposals, and District intends to negotiate only with the Proposer(s) whose proposal most closely meets District's requirements at the lowest estimated cost. The Agreement, if any is awarded, will go to the Proposer whose proposal best meets District's requirements.
8. Non-Discrimination: The District does not discriminate on the basis of race, color, national origin, religion, age, ancestry, medical condition, disability, or gender in consideration for an award of contract.

Publication Date of RFP: October 3, 2022

EXHIBIT “A” PROPOSED SCOPE OF SERVICES

Introduction

The District is interested in replacing their current Master Plan with this update which evaluates the current system that has been improved since 2011, prioritizes the capital improvement program, minimizing inflow and infiltration, ensures compliance with regulatory requirements, and increases efficiencies in operations and maintenance. The updated sanitary sewer master plan (“Master Plan”) must recommend short term and long-term capital improvement projects that will improve system reliability, resiliency, functionality, and flexibility. The Master Plan will guide the management and implementation of the sanitary sewer facility improvement projects within the District’s collection system. The Master Plan will incorporate evaluation from the existing Master Plan, recently completed sewer rehabilitation projects, flow studies provided by the District, and any new or additional data and analysis necessary to complete the Master Plan update.

The following documents are available on the District’s website under the link below or links associated with the documents listed below:

<https://westbaysanitary.org/west-bay-sanitary-district-master-plan-update-rfp/>

- Master Plan Update RFP
- WBSD 2011 Collection System Master Plan
 - https://westbaysanitary.org/wsbd-prod/resources/824/WBSD_Master_Plan_2011.pdf
- WBSD Master Plan Update of 2013
 - https://westbaysanitary.org/wsbd-prod/resources/825/2011_Master_Plan_Update_of_2013.pdf
- Strategic Plan 2022
 - https://westbaysanitary.org/wp-content/uploads/2022/04/FINAL-STRATEGIC_PLAN-2022.pdf
- Sewer System Flow Analysis Scope of Work
- Sanitary Sewer Flow Monitoring and Inflow/Infiltration Study, June 2014
- GIS Wastewater Collection System – available upon request
- Bayfront Recycled Water Facilities Plan
 - https://westbaysanitary.org/wp-content/uploads/2019/12/WBSD-Bayfront-RWFP_Final_Rev1_May-2019.pdf
- Bayfront EIR Document
 - https://westbaysanitary.org/wp-content/uploads/2021/06/FEIR-Appendix-20210506_reduced.pdf
- West Bay-Sharon Height Golf & Country Club Recycled Water Facility Plan
 - https://westbaysanitary.org/wp-content/uploads/2015/06/Final_FacilityPlanReport_signed_082815.pdf
- Sharon Heights Final Mitigated Negative Declaration
 - https://westbaysanitary.org/wp-content/uploads/2015/06/WBSD_MND_Combined-FINAL_clean.pdf

- Existing Recycled Water Facilities Exhibit
- Sanitary Sewer Replacement and Rehabilitation Project Drawings 2011 to Present
 - Capital Improvement Project 2010-2011
 - Capital Improvement Project 2010-2011 (Phase 2)
 - 30” Sanitary Sewer Rehabilitation Project
 - Frederick and Suburban Park Project
 - North Palo Alto and Burns Easement Project
 - Belle Haven Sewer Project
 - Sausal Vista Pump Station Phase I
 - Sausal Vista Pump Station Phase II
 - Belle Haven Sewer Project Phase II
 - Marsh Road Trunkline Rehabilitation Project
 - Belle Haven Sewer Project Phase III
 - Alpine Road Emergency Repair Project
 - North Bay Road and Ringwood Avenue Project
 - Bayfront Park Sanitary Sewer Improvement Project
 - DRAFT Avy Altschul Pump Station Project (diversion of SS for Recycled Water production)

Scope of Work

The following sections provide guidance on the scope of work necessary to complete the Master Plan update. The Proposer is encouraged to expand and/or modify the scope as appropriate to provide a complete Master Plan.

Task 1: Data Collection and Assessment of Collection System

The records of the District’s wastewater system and infrastructure include, but are not limited to, pipeline mains, manholes and cleanouts, pump stations, basins and sub-basins, etc. The Proposer is required to become fully familiar with the District’s wastewater system using the existing Master Plan, GIS data, and record drawings. The Proposer shall review the existing and historical data, including relevant studies and projects that have been performed since the development of the Existing Master Plan to determine completed and unfinished goals. Collection and review of data shall consider regulatory compliance, water consumption, population growth, sewer overflow data, flow monitoring studies and capital improvement plan efforts.

Deliverables: Technical Memorandum to include comprehensive evaluation of existing data and determination of its usefulness for incorporation in the updating Master Plan. Bibliography of documents and information used in Master Plan.

Task 2: Estimation of Flows

The Proposer shall provide background and methodology used to determine existing and future dry weather wastewater flows (Base Wastewater Flow) for input to the District’s collection system hydraulic model.

Deliverables: Technical Memorandum to include sources of system data, resources used to develop

land projects for communities served by the District, design criteria, and calculation of the Base Wastewater Flow (BWF) component of the hydraulic model.

Task 3: Hydraulic Modeling

Proposer shall become familiar with flow monitoring performed by others as part of the development of the Existing Master Plans and the most recent modeling analysis available. Furthermore, the District will provide an updated Flow Monitoring Study performed by V&A Consulting. Proposer shall utilize the updated Flow Monitoring Study when developing a new model. Approach to be reviewed and approved by District. Data reduction, and quality assurance/quality control of the final data will be part of this contract and will be the responsibility of the Proposer.

Proposer shall also review local available historical rainfall/precipitation data and use a 10year/6-hour Design Storm as used in the existing District Master Plan. Proposer shall note that Innovyze® InfoWorks™ CS software was used to develop the District's current model. Proposer shall provide hydraulic modeling scenarios for wet and dry weather flow periods. Hydraulic modeling tools or approved equal used on previous analyses conducted for the District may be used and/or referenced.

Deliverables: Draft and Final Technical Memorandum to include flow monitoring and analysis approach and results, analysis of I&I, and hydraulic modeling approach and results.

Task 4: System Performance Evaluation and Capacity Assurance Plan

Proposer shall analyze and evaluate the District's wastewater collection and pumping system (e.g. mains, structures, pumps stations, force mains, etc.) design and performance and establish the hydraulic conditions and determine system capacity assurance. Proposer shall conduct analysis using the wet weather flow event captured in the flow data obtained. Proposer shall conduct additional analysis using an estimated reduced flow to reflect the potential impact of continued or new I&I reduction programs, with potential flow reductions being unique for each basin. Proposer shall review the Existing Master Plan's analyses and determine any new necessary improvements to correct the deficiencies and evaluate alternative system improvements. The Proposer will also analyze additional future scenarios which may include different assumptions of sewer design criteria, current available capacity, recycled water production, climate change and drought impacts, population growth, storm intensity, or other factors which affect analysis results. These parameters shall be coordinated with the District. The Proposer shall also review and discuss the condition and operations of the existing wastewater collection system, anticipated bottlenecks issues, and available capacity with District staff.

Deliverables: Draft and Final Technical Memorandum to include evaluation of existing system performance and system capacity assurance with various relevant scenarios.

Task 5: Capital Improvement Plan Development

Proposer shall review and update the Existing Master Plan's capital improvement implementation plan and add new developments to prioritize improvement projects. Proposer shall evaluate system resiliency and recommend improvements for critical wastewater infrastructure. Proposer shall recommend estimated timing of needed improvements and phasing. Proposer shall consider the time impacts of seasonal regulatory requirements on affected systems. The Master Plan shall identify and prioritize improvements giving present worth cost summaries and timetables necessary to remedy those deficiencies. The Proposer shall update and develop the 10-year Capital

Improvement Plan, incorporating those projects in the District's current Capital Improvement Program and budget.

Deliverables: Draft and Final Technical Memorandum to include Capital Improvement Plan with recommended projects and cost sheets on year one through ten.

Task 6: Recycled Water Planning

Proposer shall review the current and potential recycled water production provided by the District at the recycled water facility at Sharon Heights Golf and Country Club (SHGCC), current and future plans for recycled water production throughout the District, including phased expansion to serve Flood Park/Ringwood/SRI, and the Government Center which includes City of Menlo Park and West Bay Sanitary District offices. Furthermore, the Master Plan should include further study on the Recycled Water Facility at SHGCC for potential future users, plant expansion if needed to support users, feasibility of expanding into Cal Water service areas, and an analysis to avoid diverting recycled water to the sanitary sewer in off winter months.

Deliverables: Draft and Final Technical Memorandum to include potential users along a phased recycled water expansion and production for SHGCC and the Bayfront area to the Government Center. Proposer shall include cost productions for phased expansion, coordinated with the District.

Task 7: Master Plan Preparation

Proposer shall prepare the Master Plan that provides a clear rationale for identifying, justifying, prioritizing, and costing the recommended improvements. The technical memorandums shall be used as a basis for chapters in the Master Plan with additional sections to be added as necessary.

In addition, the Master Plan shall at minimum consider the following current event challenges:

- Future population growth
- Water consumption and conservation (drought restrictions)
- Recycled water production
- Relevant regulatory requirements
- Operations and maintenance related data and efficiencies

Proposer shall include an executive summary in the Master Plan. Deliverables: Draft and Final Master Plan, including all reports, hydraulic models, and technical files. The Proposer shall include the following chapters in the Master Plan, similar in content to the District's existing Master Plan, including an executive summary of each chapter:

- Chapter 1 – Introduction
- Chapter 2 – Existing Wastewater System
- Chapter 3 – System Flows
- Chapter 4 – Hydraulic Model Development
- Chapter 5 – Planning Criteria
- Chapter 6 – Capacity Analysis
- Chapter 7 – Pipeline Condition Assessment and Capital Improvement Projects
- Chapter 8 – Pump Station Rehabilitation Program
- Chapter 9 – Capital Improvement Program
- Chapter 10 – Recycled Water Planning

Task 8: Project Management

Proposal shall include project management, administration, scheduling, monthly in person progress meeting attendance with District staff, and project quality assurance/quality control activities.

Deliverables: Meeting agendas and minutes, monthly status reports and invoices.

EXHIBIT “B”

WEST BAY SANITARY DISTRICT PROFESSIONAL SERVICES AGREEMENT

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN WEST BAY SANITARY DISTRICT
AND
CONSULTANT**

THIS AGREEMENT, hereinafter referred to as “Agreement”, made and effective on this ____ day of _____, 202__, by and between West Bay Sanitary District, hereinafter referred to as “District”, and “Consultant”, hereinafter referred to as “Consultant.” (District and Consultant are referred to individually as a “Party” and collectively, as the “Parties”).

WITNESSETH:

WHEREAS, the District desires a Wastewater Collection System Master Plan Update, and this effort requires the services of a Consultant; and

WHEREAS, Consultant has available, and offers to provide, personnel and facilities necessary to accomplish such work as may be requested by the District;

NOW, THEREFORE, the District and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

Consultant shall provide the District with the services described in the Scope of Services attached hereto as Exhibit “A.” **[Alternatively, Scope of Services can be included here and all subsequent exhibits renumbered accordingly.]**

II. SCOPE OF SERVICES

Consultant agrees to perform those services described in the attached proposal, listed as Exhibit “A” from Consultant dated _____, 2022 entitled “West Bay Sanitary District Wastewater Collection System Master Plan Update”, hereinafter referred to as “Proposal.”

No changes in the scope of services shall be made without the District's prior written approval.

III. TIME FOR COMPLETION

The work is scheduled for completion within eight months after receiving the District’s Notice to Proceed.

IV. COMPENSATION

For services to be performed by Consultant, the District agrees to pay, and Consultant agrees to accept, compensation in an amount not to exceed _____

(\$ _____) as described in the Proposal. Any change requiring compensation in excess of the sum specified in the Proposal shall only be approved in advance in writing by the District's authorized representative. Consultant shall invoice the District on a time and materials cost basis for services provided under this Agreement in accordance with the Proposal.

Consultant shall submit invoices for services completed each month. The District shall pay such invoices within forty-five (45) days after their receipt. If payment is not made within forty-five (45) days, interest on the unpaid balance will accrue at a rate of one and one-half percent (1.5%) per month compounded monthly.

V. RESPONSIBILITY OF CONSULTANT

Consultant agrees that in undertaking the duties to be performed hereunder, it shall act as an independent consultant for and on behalf of the District. The District shall not direct the work and means for accomplishment of the services and work to be performed hereunder. The District, however, retains the right to require that work performed by Consultant meet specific standards without regard to the manner and means of accomplishment thereof, and Consultant agrees to exercise due professional care to provide work product that is adequate and sufficient to meet the purposes for which that was prepared.

VI. INDEMNIFICATION

For General Services: To the fullest extent permitted by law, Consultant agrees to indemnify, defend, and hold harmless the District, its directors, officers, employees from and against any and all claims, demands, actions, liabilities, damages, judgments, or expenses (including attorneys' fees and costs) arising from the acts or omissions of Consultant's employees or agents in any way related to the obligations or in the performance of services under this Agreement, except for design professional services as defined in Civil Code § 2782.8, and except where caused by the sole or active negligence, or willful misconduct of the District.

For Design Professional Services under Civil Code §2782.8: To the fullest extent permitted by law, Consultant agrees to indemnify, defend, and hold harmless the District, its directors, officers, and employees from and against any and all claims, demands, actions, liabilities, damages, or expenses (including attorneys' fees and costs) arising from the negligence, recklessness, or willful misconduct of the Consultant, Consultant's employees, or agents in any way related to the obligations or in the performance of design professional services under this Agreement as defined in Civil Code §2782.8, except where caused by the sole or active negligence, or willful misconduct of the District. The costs to defend charged to the Consultant relating to design professional services shall not exceed the Consultant's proportionate percentage of fault per Civil Code §2782.8.

VII. INSURANCE

Consultant shall procure and maintain insurance during the Term, as may be extended by written amendment, with insurers licensed to do business in the State of California and with a Best's rating of no less than A:VII., for the following minimum insurance coverages.

A. Commercial General Liability insurance, including products and completed operations, property damage, bodily injury, personal and advertising injury with limits of not less

than \$1,000,000 each occurrence and \$2,000,000 aggregate.

B. Automobile Liability insurance of \$1,000,000 per accident covering automobile bodily injury and property damage, including all owned (if any), hired and non-owned autos. If Consultant acquires any owned vehicles, Consultant shall provide insurance as above.

C. Worker's Compensation insurance and Occupational Disease insurance, with statutory limits as required by law, and Employer's Liability insurance, of \$1,000,000 per accident for bodily injury or disease covering all workplaces involved in this Agreement. Consultant shall provide an endorsement with a waiver of subrogation in the District's favor for all work performed by Consultant and its employees relating to payment of any loss, including attorney's fees.

D. All general liability policies shall be endorsed to name the District Parties as additional insureds as to the Services. Consultant's insurance coverage is primary insurance and any insurance maintained by the District Parties shall not contribute with it.

E. Consultant shall also provide Professional Liability Insurance (Errors and Omissions) appropriate to Consultant's profession with limits of liability in amounts not less than \$2,000,000 per occurrence or claim and \$4,000,000 aggregate.

F. Contractors Pollution Liability applicable to the work being performed, with a limit no less than \$2,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year.

G. Claims Made Policies - Consultant shall provide evidence of coverage for at least five (5) years after the date of completion of the services under this Agreement. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a retroactive date prior to the Agreement effective date or start of work date, Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of services under this Agreement.

H. Consultant shall require and verify that all of Consultant's subcontractors maintain insurance meeting all of the requirements stated herein, and Consultant shall ensure that the District Parties are an additional insured on insurance required from subcontractors.

I. Consultant shall provide the District with Certificates of Insurance and endorsements, on forms acceptable to District, or other evidence of insurance acceptable to District, prior to commencement of any work under this Agreement. Each insurance policy required above shall provide that there will be no cancellation of coverage without prior written notice to District.

J. If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

VIII. TERMINATION

The District may terminate this Agreement for its convenience with written notice of not less than 10 calendar days prior to an effective termination date. The District or Consultant may terminate the Agreement for material breach of Agreement by providing written notice to the other party not less than 5 calendar days prior to an effective termination date.

Upon notice of termination, the Consultant will immediately take action not to incur any additional obligations, costs or expenses, except as may be reasonably necessary to terminate its activities. The District's only obligation to the Consultant will be just and equitable payment for materials and/or services authorized by, and received to the satisfaction of, the District up to and including the effective date of termination. All finished or unfinished materials, supplies, goods, or documents

procured or produced under the Agreement will become property of the District upon the termination date. District reserves the right to obtain services elsewhere, and the defaulting Consultant will be liable for the difference between the prices set forth in the terminated Agreement and the actual cost to the District. In no event will the District be liable for any loss of profits on the resulting order or portion thereof so terminated. After the effective date of termination, Consultant will have no further claims against the District under the Agreement. Termination of the Agreement pursuant to this paragraph may not relieve the Consultant of any liability to District for damages sustained by the District because of any breach of the Agreement by Consultant, and District may withhold any payments to Consultant for the purpose of set-off until such time as the exact amount of damages due District from Consultant is determined.

The rights and remedies provided in this section will not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

IX. SUBCONTRACTS

Except as provided in the Proposal, and otherwise with prior written approval of the District, Consultant shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement. If at any time, the District determines any subcontractor is incompetent or unqualified, Consultant will be notified and will be expected to immediately cancel the subcontract. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, unless otherwise agreed to by the District in writing. Consultant shall ensure that the District, its directors, officers, and employees are additional insureds on insurance required from subcontractors.

X. OTHER TERMS

1. Compliance with Laws. All activities of Consultant, its employees, subcontractors and/or agents will be carried out in compliance with all applicable federal, state and local laws.
2. Conflicts of Interest. Consultant owes District a duty of undivided loyalty in performing the work and services under this Agreement. Consultant on behalf of itself, its employees and subcontractors, covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Consultant acknowledges that it is aware of and agrees to comply with the provisions of the Political Reform Act, Section 1090 of the Government Code. Consultant will immediately advise District if Consultant learns of a conflicting financial interest of Consultant's during the term of this Agreement. Consultant owes District a duty of undivided loyalty in performing the work and services under this Agreement.
3. Property of District. The work, or any portion, of Consultant in performing this Agreement shall become the property of the District. The Consultant shall be permitted to retain copies or such work for information and reference in connection with the District's use. All materials and work product, whether finished or unfinished, shall be delivered to the District upon completion of contract services or termination of this Agreement for any reason. Consultant agrees that all copyrights which arise from creation of project-related documents and materials pursuant to this Agreement shall be vested in the District, and Consultant waives and relinquishes all claims to copyright or other intellectual property rights in favor of the District. Any work product related to this Agreement shall be confidential, not to be

used by the Consultant on other projects or disclosed to any third party, except by agreement in writing by the District.

4. Consultant's Records. Consultant shall maintain accurate accounting records and other written documentation pertaining to the costs incurred for this project. Such records and documentation shall be kept available at Consultant's office during the period of this Agreement, and after the term of this Agreement for a period of three years from the date of the final District payment for Consultant's services.

5. Prevailing Wage. To the extent that the work or services to be performed under this Agreement may be considered a "public work" pursuant and subject to Labor Code section 1720 *et seq.*, Consultant (and any subconsultant performing the work or services) shall conform to any and all prevailing wage requirements applicable to such work/and or services under this Agreement. Consultant (and any subconsultant) shall adhere to the prevailing wage determinations made by the Director of Industrial Relations (DIR) pursuant to California Labor Code Part 7, Chapter 1, Article 2, applicable to the work, if any. All workers employed in the execution of a public works contract (as such term is defined California Labor Code section 1720 *et seq.* and section 1782(d)(1)) must be paid not less than the specified prevailing wage rates for the type of work performed. Reference: California Labor Code sections 1720, 1774 and 1782.

Consultant agrees to be bound by the prevailing wage requirements to the extent applicable to the scope of work and services under this Agreement, including, but not limited to, the following:

a. If a worker is paid less than the applicable prevailing wage rate owed for a calendar day (or any portion thereof), Consultant shall pay the worker the difference between the prevailing wage rate and the amount actually paid for each calendar day (or portion thereof) for which the worker(s) was paid less than the prevailing wage rate, as specified in Labor Code section 1775;

b. Consultant shall maintain and make available payroll and worker records in accordance with Labor Code sections 1776 and 1812;

c. If Consultant employs (and/or is legally required to employ) apprentices in performing the work and/or services under this Agreement, Consultant shall ensure compliance with Labor Code section 1777.5;

d. Consultant is aware of the limitations imposed on overtime work by Labor Code sections 1810 *et seq.* and shall be responsible for any penalties levied in accordance with Labor Code section 1813 for failing to pay required overtime wages;

e. Consultant shall post a copy of the applicable wage rates at each jobsite at a location readily available to its workers.

Any failure of Consultant and/or its subconsultant to comply with the above requirements relating to a public work project shall constitute a breach of this Agreement that excuses the District's performance of this Agreement at the District's sole and absolute option, and shall be at the sole risk of Consultant. Consultant on behalf of itself, any subconsultant, agree to indemnify, defend and hold harmless the District and its directors, officers, and employees from and against any and all claims, liabilities, losses, costs, expenses, attorney's fees, damages, expenses, fines, financial consequences, interest, and penalties, of any kind or nature, arising from or relating to any failure (or alleged failure) of the Consultant and any subconsultant to pay prevailing wages or to otherwise comply with the requirements of prevailing wage law relating to a public work.

6. Registration with DIR. Consultant acknowledges that it and/ any subconsultant shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of section 4104 of

the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered with the DIR and qualified to perform public work pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. A bid shall not be accepted nor any contract or subcontract entered into without proof of the Consultant or subconsultant's current registration to perform public work. Labor Code section 1771.1(b).

7. Dispute Resolution. The Parties agree to attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or relating to this Agreement. Either party may initiate negotiations by providing written notice in letter form to the other party, setting forth the subject of the dispute and the relief requested. Promptly upon such notification, the Parties shall meet at a mutually agreeable time and place in order to exchange relevant information and perspective, and to attempt to resolve the dispute. In the event that no resolution is achieved, and if, but only if, the parties mutually agree, then prior to pursuing formal legal action, the parties shall make a good faith effort to resolve the dispute by non-binding mediation or negotiations between representatives with decision-making power, who, to the extent possible, shall not have had substantive involvement in the matters of the dispute. To the extent that the dispute involves or relates to a public works project, the Parties agree to attempt to resolve the dispute by complying with the claims process as set forth in Public Contract Code section 9204(e). Parties also reserve the right to exercise any and all other remedies available.
8. Force Majeure. Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation, except the payment of money, is prevented or delayed by any cause, natural disaster, act of god, pandemic, or other peril, existing or future, which is beyond the reasonable control of the affected party. Each party hereto shall give notice promptly to the other of the nature and extent of any Force Majeure claimed to delay, hinder or prevent performance of the services under this Agreement. In the event either party is prevented or delayed in the performance of its respective obligation by reason of such Force Majeure, there may be an equitable adjustment of the schedule and Consultant compensation based on the District's sole discretion.
9. Assignment. This Agreement may not be assigned by either the District or Consultant without the prior written consent of the other.
10. Benefit. Except as herein provided, this Agreement shall inure to the benefit of the assigns, heirs, and successors of the parties to this Agreement.
11. Independent Contractor. In the performance of its work, it is expressly understood that Consultant, including Consultant's agents, servants, employees, and subcontractors, is an independent contractor solely responsible for its acts and omissions, and Consultant shall not be considered an employee of the District for any purpose. Consultant agrees to comply with AB5, codified at Labor Code section 2750.3, and shall indemnify, defend and hold harmless the District Parties against any and all claims, demands, demands, actions, damages or judgments, including associated costs of investigation and defense arising in any manner related to this Agreement that an employee, agent or independent contractor of Consultant was misclassified.
12. Consultant Not an Agent. Except as the District may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of the District in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind the District to any obligation whatsoever.
13. Complete Agreement. This Agreement, along with any attachments, is the full and complete

integration of the parties' agreement with respect to the matters addressed herein, and that this Agreement supersedes any previous written or oral agreements between the parties with respect to the matters addressed herein.

12. Severability. The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal.
13. Waiver. Waiver by any party of any portion of this Agreement shall not constitute a waiver of the same or any other portion hereof.
14. Governing Law. This Agreement shall be governed by and interpreted in accordance with California law.
15. Contract Interpretation. Each party acknowledges that it has reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.
16. Counterparts. This Agreement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each one shall be deemed an original and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding on and effective regarding all parties. A scanned, electronic, facsimile, or other copy of a party's signature shall have the same force and effect as an original signature.

XI. ACKNOWLEDGMENT

By their signatures below, the parties herein acknowledge that they have read and understand the terms of this Agreement and are authorized to execute this Agreement.

DISTRICT
"West Bay Sanitary District"

CONSULTANT
"_____"

By: _____
Sergio Ramirez
General Manager

By: _____

APPROVED AS TO FORM

DISTRICT COUNSEL

NOTES

1. Corporation - signature of two (2) officers required, or one (1) officer plus corporate seal
2. Partnership - signature of a partner required
3. Sole Proprietorship - signature of proprietor required
4. Although it may be necessary on occasion to modify or change some of the provisions of this Standard Agreement, those occasions should be rare. Consultants should be strongly encouraged to accept the terms if they wish to do business with the DISTRICT. Any proposed changes should, of course, be cleared through the DISTRICT Attorney's Office.
5. All contracts must be reviewed and approved as to form by the DISTRICT Counsel prior to execution by the DISTRICT.