



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Public Works

Prepared by: Joanna Kwok, Assistant Public
Works Director
April Miller, Public Works Director

City Manager Approval: _____

A handwritten signature in blue ink, appearing to be 'CK', written over a horizontal line.

TOPIC: CITYWIDE STORM DRAIN PLAN PROJECT

SUBJECT: AUTHORIZE THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH SCHAAF & WHEELER CONSULTING CIVIL ENGINEERS (S&W) TO DEVELOP SAN RAFAEL'S CITYWIDE STORM DRAIN PLAN, IN THE AMOUNT NOT TO EXCEED \$331,303, AND APPROPRIATE FUNDS FOR THE AGREEMENT

RECOMMENDATION:

Authorize the City Manager to enter into a Professional Services Agreement with Schaaf & Wheeler Consulting Civil Engineers to develop San Rafael's Citywide Storm Drain Plan, in the amount not to exceed \$331,303, and appropriate funds for the agreement.

BACKGROUND:

The City of San Rafael's storm drain system undergoes routine maintenance and incremental repairs as part of the Annual Corrugated Metal Pipe (CMP) replacement program. Current maintenance activities and CMP replacements, which are identified during routine storm drain systems maintenance, are prioritized based on available resources, such as staff time and funding. Additionally, the storm drain system's aging infrastructure and the need for additional capacity due to environmental changes require immediate attention. As such, City staff recommends developing a comprehensive storm drain systems plan summarizing the conditions and needs of the existing storm drain system and prioritizing recommended improvements and maintenance measures.

ANALYSIS:

The Citywide Storm Drain Plan (CSDP) will deliver a comprehensive storm drain systems plan based on a phased approach. The CDSP will determine system needs, associated costs, and priorities for consideration during the programming of future Capital Improvement Program (CIP) projects. Phase one would consist of data collection and assessing the current condition of our storm drain system, as well as developing a maintenance and inspection plan to improve resilience against flooding events. Phase Two would include drafting the City's drainage design standards. Phase Three consists of optional tasks that may be included in the project's scope in the future, such as modeling to evaluate the performance of the drainage system and identifying locations of capacity deficiency. The CSDP will assist in coordinating storm drain improvements to avoid cutting into newly paved streets, updating condition

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

assessment, developing drainage models, CIP planning, financial & asset planning, and making considerations for sea level and groundwater rise.

The City released a Request for Proposals (RFP) for this project on February 6, 2024, and received four proposals from qualified firms. All firms were evaluated by City staff based on criteria specified in the RFP, including, but not limited to, completeness of the proposal, relevant experience and success in similar projects, experience and quality of project team, understanding of the project scope of work, ability to meet deadlines and operate within budget, and references by former clients on similar projects. City staff found Schaaf and Wheeler Consulting Civil Engineers (“S&W”) and their sub-consultants to be the most qualified consultant team for this project. S&W’s proposal was found to be complete and within industry standards.

The recommended professional services agreement with S&W will provide professional services associated with developing San Rafael’s Citywide Storm Drain Plan, including project management, field verification, inventory, and condition assessment of the City’s drainage system, development of stormwater projects to be included in the City’s Capital Improvement Program, and delivery of a draft and final storm drain CSDP report.

FISCAL IMPACT:

The Citywide Storm Drain Plan is identified in the 2023-24 Capital Improvement Program. This agreement will be funded with an appropriation of \$331,303 from available fund balance with the Stormwater Fund (205).

OPTIONS:

The City Council has the following options to consider on this matter:

1. Authorize the City Manager to enter into the agreement and budget appropriation as recommended.
2. Do not authorize the City Manager to enter into the agreement nor budget appropriation and provide further direction to staff.

RECOMMENDED ACTION:

Authorize the City Manager to enter into a Professional Services Agreement with Schaaf & Wheeler Consulting Civil Engineers to develop San Rafael’s Citywide Storm Drain Plan, in the amount not to exceed \$331,303, and appropriate funds for the contract.

ATTACHMENT:

1. Draft PSA with Schaaf & Wheeler Consulting Civil Engineers to develop Citywide Storm Drain Plan

**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN
THE CITY OF SAN RAFAEL
AND
SCHAAF & WHEELER, CONSULTING CIVIL ENGINEERS
FOR CITYWIDE STORM DRAIN PLAN SERVICES**

This Agreement is made and entered into as of _____ (the “Effective Date”), by and between the CITY OF SAN RAFAEL, a chartered California municipal corporation (hereinafter “**CITY**”), and SCHAAF & WHEELER, CONSULTING CIVIL ENGINEERS, a California corporation (hereinafter “**CONSULTANT**”). **CITY** and **CONSULTANT** may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

RECITALS

A. **CITY** desires to secure professional services more fully described in this Agreement, at **Exhibit A**, entitled “SCOPE OF SERVICES”; and

B. **CONSULTANT** represents that it, and its subcontractors, if any, have the professional qualifications, expertise, and necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of **CITY**; and

C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

NOW, THEREFORE, the parties hereby agree as follows:

AGREEMENT

1. **SERVICES TO BE PROVIDED.**

Except as otherwise may be expressly specified in this Agreement, **CONSULTANT** shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise (collectively referred to as “Services”) to satisfactorily complete the work required by **CITY** at its sole risk and expense. Services to be provided to **CITY** are more fully described in **Exhibit A** entitled “SCOPE OF SERVICES.” **CONSULTANT** acknowledges that the execution of this Agreement by **CITY** is predicated upon representations made by **CONSULTANT** in that certain proposal, dated April 26, 2024 (“Proposal”) set forth in **Exhibit A**, which constitutes the basis for this Agreement.

2. **COMPENSATION.**

In consideration for **CONSULTANT**’s complete performance of Services, **CITY** shall pay **CONSULTANT** for all materials provided and services rendered by **CONSULTANT** for Phase

1 and Phase 2, at the unit rates and rates per hour for labor, as set forth in **Exhibit A**, for a total amount not to exceed \$331,303.

CONSULTANT will bill City on a monthly basis for Services provided by **CONSULTANT** during the preceding month, subject to verification by **CITY**. **CITY** will pay **CONSULTANT** within thirty (30) days of City's receipt of invoice.

3. TERM OF AGREEMENT.

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate 30 months from Effective Date.

4. PROJECT COORDINATION.

A. **CITY'S Project Manager.** Joanna Kwok is hereby designated the PROJECT MANAGER for the CITY and said PROJECT MANAGER shall supervise all aspects of the progress and execution of this Agreement.

B. **CONSULTANT'S Project Director.** **CONSULTANT** shall assign a single PROJECT DIRECTOR to have overall responsibility for the progress and execution of this Agreement for **CONSULTANT**. Robin Lee is hereby designated as the PROJECT DIRECTOR for **CONSULTANT**. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute PROJECT DIRECTOR, for any reason, the **CONSULTANT** shall notify the **CITY** within ten (10) business days of the substitution.

5. TERMINATION.

A. **Discretionary.** Either party may terminate this Agreement without cause upon thirty (30) days written notice mailed or personally delivered to the other party.

B. **Cause.** Either party may terminate this Agreement for cause upon fifteen (15) days written notice mailed or personally delivered to the other party, and the notified party's failure to cure or correct the cause of the termination, to the reasonable satisfaction of the party giving such notice, within such fifteen (15) day time period.

C. **Effect of Termination.** Upon receipt of notice of termination, neither party shall incur additional obligations under any provision of this Agreement without the prior written consent of the other.

D. **Return of Documents.** Upon termination, any and all **CITY** documents or materials provided to **CONSULTANT** and any and all of **CONSULTANT's** documents and materials prepared for or relating to the performance of its duties under this Agreement, shall be delivered to **CITY** as soon as possible, but not later than thirty (30) days after termination.

6. OWNERSHIP OF DOCUMENTS.

The written documents and materials prepared by the **CONSULTANT** in connection with the performance of its duties under this Agreement, shall be the sole property of **CITY**. **CITY** may use said property for any purpose, including projects not contemplated by this Agreement.

7. INSPECTION AND AUDIT.

Upon reasonable notice, **CONSULTANT** shall make available to **CITY**, or its agent, for inspection and audit, all documents and materials maintained by **CONSULTANT** in connection with its performance of its duties under this Agreement. **CONSULTANT** shall fully cooperate with **CITY** or its agent in any such audit or inspection.

8. ASSIGNABILITY.

The parties agree that they shall not assign or transfer any interest in this Agreement nor the performance of any of their respective obligations hereunder, without the prior written consent of the other party, and any attempt to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

9. INSURANCE REQUIREMENTS.

During the term of this Agreement, and for any time period set forth in **Exhibit B**, **CONSULTANT** shall procure and maintain in full force and effect, at no cost to **CITY** insurance policies with respect to employees and vehicles assigned to the performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in **Exhibit B**.

10. INDEMNIFICATION.

A. Except as otherwise provided in subparagraph B of this section, **CONSULTANT** shall, to the fullest extent permitted by law, indemnify, release, defend with counsel approved by **CITY**, and hold harmless **CITY**, its officers, agents, employees and volunteers (collectively, the “**City Indemnitees**”), from and against any claim, demand, suit, judgment, loss, liability or expense of any kind, including but not limited to attorney's fees, expert fees and all other costs and fees of litigation, (collectively “**CLAIMS**”), arising out of **CONSULTANT’S** performance of its obligations or conduct of its operations under this Agreement. The **CONSULTANT'S** obligations apply regardless of whether or not a liability is caused or contributed to by the active or passive negligence of the **City Indemnitees**. However, to the extent that liability is caused by the active negligence or willful misconduct of the **City Indemnitees**, the **CONSULTANT'S** indemnification obligation shall be reduced in proportion to the **City Indemnitees’** share of liability for the active negligence or willful misconduct. In addition, the acceptance or approval of the **CONSULTANT’S** work or work product by the **CITY** or any of its directors, officers or employees shall not relieve or reduce the **CONSULTANT’S** indemnification obligations. In the event the **City Indemnitees** are made a party to any action, lawsuit, or other adversarial proceeding arising from **CONSULTANT’S** performance of or operations under this Agreement,

CONSULTANT shall provide a defense to the **City Indemnitees** or at **CITY'S** option reimburse the **City Indemnitees** their costs of defense, including reasonable attorneys' fees, incurred in defense of such claims.

B. Where the services to be provided by **CONSULTANT** under this Agreement are design professional services to be performed by a design professional as that term is defined under Civil Code Section 2782.8, then, to the extent permitted by law including without limitation, Civil Code sections 2782, 2782.6 and 2782.8, **CONSULTANT** shall indemnify and hold harmless the **CITY** and its officers, officials, and employees (collectively **City Indemnitees**) from and against damages, liabilities or costs (including incidental damages, Court costs, reasonable attorney's fees as may be determined by the Court, litigation expenses and fees of expert witnesses incurred in connection therewith and costs of investigation) to the extent they are caused by the negligence, recklessness, or willful misconduct of **CONSULTANT**, or any subconsultants, or subcontractor or anyone directly or indirectly employed by them, or anyone for whom they are legally liable (collectively Liabilities). Such obligation to hold harmless and indemnify any indemnity shall not apply to the extent that such Liabilities are caused in part by the negligence or willful misconduct of such City Indemnitee.

C. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement, and shall survive the termination or completion of this Agreement for the full period of time allowed by law.

11. **NONDISCRIMINATION.**

CONSULTANT shall not discriminate, in any way, against any person on the basis of age, sex, race, color, religion, ancestry, national origin or disability in connection with or related to the performance of its duties and obligations under this Agreement.

12. **COMPLIANCE WITH ALL LAWS.**

CONSULTANT shall observe and comply with all applicable federal, state and local laws, ordinances, codes and regulations, in the performance of its duties and obligations under this Agreement. **CONSULTANT** shall perform all services under this Agreement in accordance with these laws, ordinances, codes and regulations. **CONSULTANT** shall release, defend, indemnify and hold harmless **CITY**, its officers, agents and employees from any and all damages, liabilities, penalties, fines and all other consequences from any noncompliance or violation of any laws, ordinances, codes or regulations.

13. **NO THIRD PARTY BENEFICIARIES.**

CITY and **CONSULTANT** do not intend, by any provision of this Agreement, to create in any third party, any benefit or right owed by one party, under the terms and conditions of this Agreement, to the other party.

14. NOTICES.

All notices and other communications required or permitted to be given under this Agreement, including any notice of change of address, shall be in writing and given by personal delivery, or deposited with the United States Postal Service, postage prepaid, addressed to the parties intended to be notified. Notice shall be deemed given as of the date of personal delivery, or if mailed, upon the date of deposit with the United States Postal Service. Notice shall be given as follows:

To **CITY**'s Project Manager:

Joanna Kwok/ Assistant Public Works Director
111 Morphew Street
San Rafael, CA 94901

To **CONSULTANT**'s Project Director:

Robin Lee
4699 Old Ironsides Dr, Suite 3
Santa Clara, CA 95050

15. INDEPENDENT CONTRACTOR.

For the purposes, and for the duration, of this Agreement, **CONSULTANT**, its officers, agents and employees shall act in the capacity of an Independent Contractor, and not as employees of the **CITY**. **CONSULTANT** and **CITY** expressly intend and agree that the status of **CONSULTANT**, its officers, agents and employees be that of an Independent Contractor and not that of an employee of **CITY**.

16. ENTIRE AGREEMENT -- AMENDMENTS.

A. The terms and conditions of this Agreement, all exhibits attached, and all documents expressly incorporated by reference, represent the entire Agreement of the parties with respect to the subject matter of this Agreement.

B. This written Agreement shall supersede any and all prior agreements, oral or written, regarding the subject matter between the **CONSULTANT** and the **CITY**.

C. No other agreement, promise or statement, written or oral, relating to the subject matter of this Agreement, shall be valid or binding, except by way of a written amendment to this Agreement.

D. The terms and conditions of this Agreement shall not be altered or modified except by a written amendment to this Agreement signed by the **CONSULTANT** and the **CITY**.

E. If any conflicts arise between the terms and conditions of this Agreement, and the terms and conditions of the attached exhibits or the documents expressly incorporated by reference, the terms and conditions of this Agreement shall control.

17. SET-OFF AGAINST DEBTS.

CONSULTANT agrees that **CITY** may deduct from any payment due to **CONSULTANT** under this Agreement, any monies which **CONSULTANT** owes **CITY** under any ordinance,

agreement, contract or resolution for any unpaid taxes, fees, licenses, assessments, unpaid checks or other amounts.

18. WAIVERS.

The waiver by either party of any breach or violation of any term, covenant or condition of this Agreement, or of any ordinance, law or regulation, shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, law or regulation, or of any subsequent breach or violation of the same or other term, covenant, condition, ordinance, law or regulation. The subsequent acceptance by either party of any fee, performance, or other consideration which may become due or owing under this Agreement, shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, condition, covenant of this Agreement or any applicable law, ordinance or regulation.

19. COSTS AND ATTORNEY'S FEES.

The prevailing party in any action brought to enforce the terms and conditions of this Agreement, or arising out of the performance of this Agreement, may recover its reasonable costs (including claims administration) and attorney's fees expended in connection with such action.

20. CITY BUSINESS LICENSE / OTHER TAXES.

CONSULTANT shall obtain and maintain during the duration of this Agreement, a **CITY** business license as required by the San Rafael Municipal Code, and **CONSULTANT** shall pay any and all state and federal taxes and any other applicable taxes. **CITY** shall not be required to pay for any work performed under this Agreement, until **CONSULTANT** has provided **CITY** with a completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification).

21. SURVIVAL OF TERMS.

Any terms of this Agreement that by their nature extend beyond the term (or termination) of this Agreement shall remain in effect until fulfilled and shall apply to both Parties' respective successors and assigns.

22. APPLICABLE LAW.

The laws of the State of California shall govern this Agreement.

23. COUNTERPARTS AND ELECTRONIC SIGNATURE.

This Agreement may be executed by electronic signature and in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one document. Counterpart signature pages may be delivered by telecopier, email or other means of electronic transmission.

[Signatures are on the following page.]

DRAFT

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day, month and year first above written.

CITY OF SAN RAFAEL:

CONSULTANT:

CRISTINE ALILOVICH, City Manager

By: _____

APPROVED AS TO FORM:
Office of the City Attorney

Name: _____

Title: _____

By: GENEVIEVE COYLE,
Assistant City Attorney

[If CONSULTANT is a corporation, add
signature of second corporate officer]

ATTEST:
City Clerk

By: _____

Name: _____

Title: _____

LINDSAY LARA, City Clerk

DRAFT

**EXHIBIT A
SCOPE OF SERVICES**

The Services to be performed for **CITY** by **CONSULTANT** under this Agreement are more fully described in **CONSULTANT's** proposal, which is attached to this Exhibit A.

DRAFT

Scope of Work – PHASE 1

Task 1. Project Management

Project management is a critical task to ensure that the master plan is completed on time and within budget. Any issues will be brought up as they arise and summarized in bi-weekly meetings.

Task 1.1 – Kickoff Meeting

Kickoff meeting will be attended by two (2) Schaaf & Wheeler staff. It is recommended that kickoff for maintenance and operation be held separately. This meeting can be in person or held virtually.

Task 1.2 – Meeting with Maintenance Staff and Site Walk

Two members of Schaaf & Wheeler will attend a half day site walk with maintenance staff to visit hot spot locations and nuisance drainage issue locations to get an understanding of where the priorities are within the stormwater infrastructure.

Task 1.3 - Monthly Progress Report

Monthly invoices will be submitted with excel budget tracking. Any issues, concerns, or delays will be brought up via email.

Task 1.4 – Bi-Weekly Status Calls

A re-occurring meeting will be held to ensure project remains on schedule and budget. These meetings will range from 30 minutes to one hour depending on the amount of ongoing work at the time. It is assumed that S&W is in attendance at these meetings, but not all the subconsultants. If required – subconsultants can be invited to specific meetings, but it is not intended that they are on every call.

Task 1.5 - Presentations

During Phase 1, two presentations will be made to City Council. The first will be to describe the upcoming work and anticipated outcomes. The second meeting will be to present the findings along with the financial implications of the condition improvement CIP and the operation and maintenance plan needs. Additional presentations for the Phase 2 work are scoped in the optional tasks.

Duration of the entire project is projected to be 30 months, broken down as follows:

- *Phase 1: 18 months*
- *Phase 2: 3 months*
- *Phase 3: 12 months (concurrent with Phase 2)*

Deliverables: Monthly invoices with tracking spreadsheet, bi-weekly meeting notes, 2 council presentations

Task 2. Data Inventory and Field Data Collection Plan

Identifying data gaps is a critical step to improving GIS data that will ultimately be the basis of hydraulic modeling efforts and tracking maintenance. While it appears that most of the linework and structures are mapped, it is not clear how many of the necessary attributes are recorded. Schaaf & Wheeler will recommend the necessary data to collect in the field, such as diameter, material, depth, and type. This information will be drafted into a simple fieldwork plan. The plan will likely include the following:

Task 2.1 – Storm Drain Infrastructure Inventory

Schaaf & Wheeler will review the existing GIS data and develop statistics of what information is available in the GIS data and what data is missing (such as pipe diameter, structure depth, material type, etc.). Schaaf & Wheeler will work with maintenance and engineering staff to understand what areas of the City are in most need of updated GIS data.

Task 2.2 – Field Data Collection Plan

Based on Task 2.1, Schaaf & Wheeler will develop a field data collection plan that highlights what information to collect and provides Survey123 forms so that the City's field crews can collect the information in the field. The field data collection plan will be used to guide where the topside investigations for condition assessment focus their fieldwork. The data collection fieldwork for modeling is under Phase 3, Task A. Part of this effort will be to identify areas of unknowns, and if readily available as-built information exists, update the GIS. This task is limited to three (3) days of an engineer updating the GIS information based on as-builts.

Deliverables: Draft and final field data collection plan and recommended Survey123 set up. Updated GIS data based on 3 days of desktop work to update with readily available as-built information

Task 3. Condition Assessment

Condition assessment will be conducted in three parts – topside field investigations, CCTV, and pump station assessments. The scope assumes two (2) Schaaf & Wheeler employees in the field. If the City identifies an intern with time, only the hours of an engineer will be billed to the City.

We are recommending two weeks of topside field investigations, of which one day can be dedicated to the City's green infrastructure. This will collect a subset of information from the City's system.

Task 3.1 – Topside Condition Assessment and Field Verification

Schaaf & Wheeler's team will spend up to two weeks in the field collecting the following information in Survey123:

- Infrastructure damage (inlets, manholes, culverts, etc.)
- Debris or sediment in storm drainage infrastructure
- Measure inverts and pipe sizes
- Pipe material (CMP, RCP, etc.)
- Depth of structure
- Infrastructure not currently mapped
- Channel erosion, debris or sediment deposition, and vegetation
- Channel shape (bottom width, height, top width)
- Signs of water damage or high water

The remaining pipes requiring inspections will go into the maintenance plan recommendations. It should be noted that this scoped will not be able to achieve inspections of the entire City's system. Instead- a subset will be used to try and determine the financial needs to the entire system.

Task 3.2 – Identify and Develop Maps for CCTV Crews

Based on Task 3.1, Schaaf & Wheeler will develop field maps for the CCTV crews to collect additional data in areas that showed condition related issues. This effort will also focus on areas of CMP that are known to be issues and City highlighted areas of existing issues.

Task 3.3 – CCTV (2 weeks)

It is estimated that the CCTV crew will be able to collect between 10,000 to 15,000 linear feet of pipe over a two-week period. **Cleaning is not included in this scope** as more detail is needed in terms of the source of water and dumping practices that would be used. Instead, CCTV data will collect as much as possible and pipes that are impacted with heavy debris and sediments will be noted.

If the crews conduct routine maintenance prior to the wet season, we recommend trying to take advantage of cleaning that the City already has in place. These obstructed pipes can either be cleaned during this project for a separate fee, or be added into the SDMP as condition-related capital improvement projects. The percentage of pipes requiring further maintenance will be used to develop the City's maintenance plan.

Task 3.4 – Pump Station Condition Assessment

Schaaf & Wheeler perform a pump station condition assessment on the City's pump stations (11 of the 12 since San Quentin station is relatively new- no significant effort is anticipated at that station). The assessment will be based on existing available data, site visits, and discussions with City staff. The assessment and analysis will include:

- Data review
- Mechanical, electrical, and SCADA condition assessment:
- Pump station capacity assessment
- Evaluation of sea-level-rise impacts to determine if increased tidal elevations will require upgrades to the pump station to provide adequate capacity
- Safety, access, and code assessment
- Force main assessment (if accessible)
- Cost estimates

If pump station capacity improvements are needed to provide the desired level of service, Schaaf & Wheeler will utilize the hydraulic models in Phase 3 to evaluate the interaction between the pump stations and the gravity collection systems. Pump station capacity improvements will be modeled to help determine the optimal number and size of pumps, while keeping system performance and energy efficiency in mind. If detailed hydraulic modeling is not conducted, then high level HEC-HMS watershed models can be developed to determine the conservative flows to the pump stations without pipe attenuation.

Task 3.5 – Pump Station Condition Assessment Tech Memo Draft and Final

Schaaf & Wheeler will put findings from Task 4.4 into technical memorandum that will support the Master Plan Report. Near-term and full rehabilitation costs will be included.

Deliverables: CCTV maps, GoPro inspection pictures, CCTV video inspections, draft and final pump station assessment report with recommended rehabilitation and associated costs

Task 4. Development of Stormwater Projects for the City's Capital Improvement Plan for Condition Related Project

Once the condition assessment and maintenance plans are completed, Schaaf & Wheeler will develop a capital improvement plan for the Phase 1 SDMP. The projects will include condition, maintenance, and rehabilitation. Projects will be prioritized so that high-priority projects are completed within the first 5 years and moderate-priority projects are completed within 10 years.

Task 4.1 – Develop Condition Related Projects

A NASSCO-certified team member will spend one week reviewing the fieldwork pictures and CCTV videos to provide a rating (1 to 5). The assessed conditions will include:

- Signs of water damage or high water
- Infrastructure damage (inlets, manholes, culverts, etc.)
- Maintenance issues
- Invert measurements and pipe sizes
- Pipe material (CMP, RCP, etc.)

Task 4.2 – ROM for Projects

Range of magnitude project costs will be developed for those identified in Task 5.1. Projects, unit costs, and project costs will be detailed in an excel matrix.

Deliverables: Matrix detailing condition assessment of pipe segments with NASSCO rating and proposed rehabilitation or repair and ROM costs

Task 5. Development of Maintenance and Inspection Plan:

The overall goal of this task is to provide the City with a plan for inspecting and maintaining its storm drainage infrastructure, ensuring that it operates effectively and efficiently. To meet this goal, NCE will 1) review existing operations, 2) identify gaps in current operations, 3) provide programmatic recommendations for improved operational and maintenance practices, and 4) develop an annual work plan.

Task 5.1 – Obtain and Review Existing Maintenance Information

NCE will review existing information readily available from the City (storm drain maintenance records, existing maintenance activities, system configuration, asset management system, and existing storm drain geodatabase) to identify the type, amount, location, condition, etc. of assets and level of ongoing maintenance and inspection activities.

Task 5.2 – Kickoff Meeting with Maintenance Lead

NCE will then facilitate a maintenance program kickoff meeting with key engineering, road operations, and other maintenance staff to discuss our review, and to confirm ongoing activities, resources, challenges, and gaps. The focus will be to determine what is working and not working with current activities, procedures, tools, and reporting, and to define a vision and goals specific to inspection and maintenance.

Task 5.3 – Field Meetings with Individual Crews

We anticipate needing to facilitate one (1) field meetings with field or maintenance staff to discuss procedures, equipment, and problem areas.

Task 5.4 – Inspection and Maintenance Criteria

Based on these meetings, NCE will define inspection and maintenance criteria that will guide future prioritization and be documented in the maintenance and inspection plan (Plan). The focus will be to create a rapid and repeatable process, based on sound criteria, that ensures the City identifies what assets need to be inspected and maintained and when those activities need to happen.

Task 5.5 – Draft Plan

NCE will prepare a Draft Plan for the City that will include programmatic recommendations, program vision and goals, inspection and maintenance selection criteria, annual work plan,

tracking and reporting recommendations, and estimated costs for implementation. The Draft will be submitted to the City for review and comment.

Task 5.6 – Comment Review Meeting

The City will provide one consolidated set of comments to NCE for review prior to NCE facilitating a Draft Plan meeting.

Task 5.7 – Final Plan

Following the meeting, NCE will prepare the Final Plan for submittal to the City.

Task 5.8 – Project Management

NCE will coordinate with Schaaf & Wheeler and the City on invoices, deliverables, and schedule.

Deliverables: Draft and final maintenance and inspection plan

Task 6. Report Drafting and Delivery

The Phase 1 SDMP will serve as a tool for the City to use in the future to maintain and repair the storm drain infrastructure. The Phase 3 SDMP will serve as a tool for the City to seek funding for larger capital improvement projects and plan for future capacity limitations due to increased precipitation and sea level rise due to climate change. Both reports will outline a program of improvement projects over the course of the next 10 years that are conceptually designed and have anticipated construction costs.

The Phase 3 Report is not scoped in detail as it will be based on optional tasks and the development of an H&H plan.

Task 6.1 – Phase 1 Draft Report

A Draft Master Plan will be developed for condition related capital improvements as well as ongoing maintenance needs. The plan will be based on the topside assessment, CCTV data, pump station assessment, and maintenance program. Costs will be included along with suggested annual spending and possible funding mechanisms. Financial analysis is included into the optional tasks and is best conducted once the capacity related projects from H&H are developed.

Task 6.2 – Review Meeting

We recommend a review meeting after draft reports are reviewed and consolidated comments compiled.

Task 6.3 – Final Phase 1 Report

After the review meeting, Schaaf & Wheeler will finalize the report for the City.

Deliverables: Draft and final SDMP Phase 1 Report

PHASE 2

Task 7. Drainage Design Standards

Because the County is currently developing a drainage manual, we are recommending that this task be part of the Phase 2 to allow the County to get to a Draft document. The drainage design standards will be used to guide the H&H effort that is also in Phase 3.

Task 7.1 – Review Draft County Drainage Manual

Schaaf & Wheeler will review the Draft County Drainage Manual and compare the guidance to the City’s existing standards, conditions of approval, and municipal code. It is understood that the City does not have specific drainage standards at this time as most of the development is in-fill.

Task 7.2 – Review Existing’s Drainage Standards

Schaaf & Wheeler will review relevant drainage codes such as MCSTOPPP, municipal code, and other local jurisdictions and propose recommended improvements and point out any inconsistencies with the County’ Drainage Manual.

Task 7.3 – Draft City Design Standard Document

Schaaf & Wheeler will draft a “user -friendly” guidance document for s developers to use to analyze and appropriately size drainage infrastructure. In addition, document will reference additional drainage requirements such as MCSTOPPP water quality treatment measures. Guidance document will also reference areas that are susceptible to sea level rise (SLR) and provide references to relevant guidance documents such as San Francisco.

Task 7.4 – Final City Design Standard Document

A meeting will be held 2 weeks after submitting the Draft Drainage Standards to go over consolidated comments from the City. After the meeting, Schaaf & Wheeler will revise and finalize the guidance document.

Deliverables: Draft and final “user-friendly” stormwater design standards

Task 7.5 – Presentations to the Development Community

Up to two (2) presentations will be given to educate the development community, city council, public works staff, and business associations of the new drainage standards and how they impact development.

Deliverables: Draft and final presentations

PHASE 3 – OPTIONAL TASKS

Task A. Field Data Collection

Two (2) Schaaf & Wheeler staff will spend up to two weeks in the field collecting missing GIS data that is important for the H&H modeling under Task B. Data will be collected in Survey123 and then updated by GIS analyst in the office.

Task B. Hydraulic/Hydrologic Modeling and Assessment – 1D

Schaaf & Wheeler will prepare a simplified, one-dimensional model of the City system that include pipes 18 inches and greater. More detailed analysis in two-dimensional modeling efforts is included under Task C in the low-lying focus areas.

It should be noted that hydraulic modeling efforts will be focused on internal drainage and not focused on shoreline protection. Modeling efforts will assume that shoreline protection is improved in the future and focus on how internal runoff will be conveyed into the receiving bodies with higher tide elevations.

The following readily available data will be used to develop a comprehensive model for the City of San Rafael:

- NOAA precipitation statistics – rainfall depths
- San Francisco Bay Tidal Datums and Extreme Tides Study – tide elevations
- Marin County LIDAR – topography
- National Land Cover Data Set – land cover and impervious area
- GIS measure down depth – invert elevations
- Pump records – pump curves
- City Zoning GIS layer – future land use conditions

Maintenance records and hot spots can be used to validate the model results. We recommend reviewing model results with maintenance staff to verify that model results are similar to what maintenance crews experience in heavy rainfall events.

Capacity limitations will be identified for the 10-year storm event with mean higher high (MHHW) tide elevation (unless the County manual suggests alternative design standard). Proposed improvements, such as increased pumping capacity, upsized conduits, and parallel pipe networks, will be among the CIPs identified to address the design storm deficiencies. Where feasible, green infrastructure options will be recommended, which can increase grant funding potential of projects. Future development and climate changes related to precipitation and rainfall will be run on the proposed CIP model to see if CIPs are resilient to midcentury predictions. The improvement projects will not be changed, yet noted in the concept that resilience should be designed into the project if it is shown to be needed.

Task C. Focus Studies (4 locations) 2D Modeling

Schaaf & Wheeler will develop up to four (4) focus studies for the neighborhoods that chronically flood or just known nuisance areas. These will serve as attachments to the overall SDMP. Each study will focus on climate change impacts specific to changing tidal elevations. These focus studies will assume that some sort of channel/bank protection is installed (e.g. levee) to keep the tide out and the memos will report on interior drainage options to ensure that even with higher tides, the neighborhood can drain. These memos will focus on up to two (2) climate change scenarios for altering tidal boundary conditions and the assumption is that some form of pumping will be required to drain the low-lying areas. The fee is based on the assumption that a 1D model has already been developed under Task B. The City may decide to only do focus studies, in which case the budget will need increasing slightly to account for model development.

Task D. Develop Capacity Projects for Design Standard

Schaaf & Wheeler will base capacity related CIPs on the modeling results from Tasks B and C. Conceptual cost estimates will be based on recent construction bids. The conceptual improvements will focus on reducing flood risks based on the 10-year level-of-service for the piped system and 25-year level of service for the pump stations.

Task E. Climate Change Modeling

Sea Level Rise and Climate Change will be assessed for mid-century (2050) and end-of-century (2100) to estimate potential impacts. Detailed precipitation modeling for climate change is not included in this scope but can be provided for an additional fee. Schaaf & Wheeler suggests using the Environmental Protection Agency Storm Water Management Models Climate Adjustment Tool model (EPA SWMM CAT). This is particularly important to understand if any proposed improvements should be upsized to accommodate future increases in precipitation. We will work with the Town to develop two precipitation scenarios.

Task F. SDMP Report on Capacity Related Projects

This task assumes that at a minimum Task B and D has been completed to develop a report summarizing the methodology and the recommended improvements to increase the conveyance capacity for the City's storm drain system. If Task C is completed, the appendices will include focus study areas and recommendations.

Task G. Presentations to Community (4)

Schaaf & Wheeler will develop presentations to present to the community the recommended projects identified in the SDMP report from Task F.

Task H. Council Presentations

This is an as-needed task that if requested by Council, Schaaf & Wheeler can develop and present to City Council.

Task I. Training and Documentation on Hydraulic/Hydrologic Modeling and Database Software:

Schaaf & Wheeler has developed and conducted hydrologic and hydraulic modeling training for municipal staff. Before the City authorizes this task, it should be determined if the City is willing to pay for proprietary software. Some of the more complex modeling platforms such as ICM and MIKE+ require annual subscriptions that can be costly. While there are free software packages available such as SWMM, HEC-HMS, and HEC-RAS, they are not typically used in larger master planning efforts since they have limited features.

If training is requested, we would recommend the following training modules:

- Hydrology Model Development (rainfall and catchment parameters)
- Hydraulic Model Development (structures, pipes, catchments)
- Generating Reports, Updating Models, Creating Graphs and Graphics

A user manual that is easy to follow and concise will be generated with screen captures to walk staff through the development and use of the model(s).

Task J. Financial Analysis and Funding Strategies:

NBS will take the lead on this optional task. It is recommended that this task is undertaken after the development of the Phase 2 capital improvement projects. NBS will approach this project as problem solvers and as an extension of City staff.

To start, we will ascertain the appropriate financing program or programs to match the City's needs, whether a new revenue source or an increase to an existing revenue tool. In general, we will first look at the project needs, local parameters and constraints, and then we will review these options: Assessment Districts, Community Facilities Districts or other Special Taxes, and Property Related Fees. Once the appropriate financing district or program has been

ascertained, including cost estimates and related budgets, NBS will prepare a feasibility analysis for creating a successful district or fee program to include various options, priority special benefits to be funded, possible benefit zones, term and district boundaries. We will provide a memo outlining the feasibility, and conduct a brief study session with staff, council and stakeholders as most appropriate.

Task K. Standard Operating Procedures

If standard operating procedures (SOP) have not been developed, NCE will work with City staff to develop SOPs that will guide future inspections and maintenance. The SOP will be a component of the Plan and provide clear and easy to follow guidance for how inspections and maintenance are to be performed, who is responsible for conducting them, and what tools or equipment are necessary. The SOP guidance will be in table format and is likely to include guidance for catch basins, inlets, manholes, closed conduit, culverts, open channels, pumps, and bioretention and trash capture devices.

Task L. CEQA Support

The Storm Drain Master Plan (SDMP) can be considered exempt from CEQA as a planning document if no funding is approved for projects as a part of the plan. CEQA Guidelines section 15262 provides a statutory exemption for projects involving only feasibility or planning studies. A study that provides for possible future actions which the agency, board, or commission has not approved, adopted, or funded does not require the preparation of an EIR or Negative Declaration but does require consideration of environmental factors. This section does not apply to the adoption of a plan that will have a legally binding effect on later activities.

NCE will conduct a desktop review based environmental constraints analysis to inform the feasibility of SDMP recommendations. Once the SDMP elements are defined, NCE will determine if the plan or elements of the plan are subject to CEQA compliance, or whether the City could benefit from a proactive CEQA strategy that would programmatically approve the activities identified. Following the review NCE will prepare a brief recommendations letter noting if CEQA compliance is required for the SDMP or elements of the plan, and what the recommended level of CEQA documentation would be. A Draft letter will be prepared and submitted to the City for review and comment. Following review of comments, NCE will prepare a Final letter.

San Rafeal Storm Drain Master Plan Draft Fee Proposal April 26, 2024		Principal Project Manager	Senior Project Manager	Senior Engineer	Assistant Engineer	Engineering Trainee	GIS Analyst	Schaaf & Wheeler Total	O&M: NCE	NBS	CCTV: Presidio Systems Inc.	10% Markup	Total
		\$275.00	\$250.00	\$235.00	\$195.00	\$135.00	\$175.00						
PHASE 1													
Task 1	Project Management	22	118	-	16	-	-	\$38,670	-	-	-	-	\$ 38,670
1.1	Kickoff Meeting and Schedule Development	4	8					\$3,100					\$3,100
1.2	Meeting with Maintenance Staff and Site Walk	4	4					\$2,100					\$2,100
1.3	Monthly Progress Reports (30 months)	4	30					\$8,600					\$8,600
1.4	Bi Weekly Meetings (30 months)	8	60					\$17,200					\$17,200
1.6	Presentations (2)	2	16		16			\$7,670					\$7,670
Task 2	Field Verification and Inventory of Drainage System	2	12	24	24	-	60	\$24,370	-	-	-	-	\$ 24,370
2.1	Storm Drain Infrastructure Inventory		4	8			20	\$6,380					\$6,380
2.2	Field Data Collection Plan	2	8	16	24		40	\$17,990					\$17,990
Task 3	Condition Assessment	28	8	74	168	80	48	\$79,050	-	-	\$ 32,500	\$ 3,250	\$ 114,800
3.1	Topside Condition Assessment and Field Verification (2 weeks)			8	80	80	24	\$32,480					\$32,480
3.2	Identify and Develop Maps for CCTV Crews		2	4	4		16	\$5,020					\$5,020
3.3	CCTV (2 weeks)		2	16			8	\$5,660			\$32,500	\$3,250	\$41,410
3.4	Pump Station Condition Assessment (11 stations)	20		30	60			\$24,250					\$24,250
3.5	Pump Station Condition Assessment Tech Memo	8	4	16	24			\$11,640					\$11,640
Task 4	Development of Stormwater Projects for CIP	4	6	14	60	-	40	\$24,590	-	-	-	-	\$ 24,590
4.1	Develop Condition Related Projects	2	4	8	40		40	\$18,230					\$18,230
4.2	ROM for Projects	2	2	6	20			\$6,360					\$6,360
Task 5	Development of Maintenance and Inspection Plan	-	10	8	8	-	8	\$7,340	\$ 51,148	-	-	\$ 5,115	\$ 63,603
5.1	Obtain & Review Existing Maintenance Information		2	4	8			\$3,000	\$5,990			\$599	\$9,589
5.2	Kickoff Meeting with Maintenance Lead		2					\$500	\$880			\$88	\$1,468
5.3	Field Meetings with individual crews							\$0	\$4,000			\$400	\$4,400
5.4	Inspection & Maintenance Criteria							\$0	\$8,720			\$872	\$9,592
5.5	Draft Plan		2	4			8	\$2,840	\$19,440			\$1,944	\$24,224
5.6	Meeting with City		2					\$500	\$880			\$88	\$1,468
5.7	Final Plan		2					\$500	\$8,310			\$831	\$9,641
5.8	Project Management Coordination							\$0	\$2,928			\$293	\$3,221
Task 6	Report Drafting and Delivery	6	16	28	60	-	16	\$26,730	-	-	-	-	\$ 26,730
6.1	Phase 1 Draft Report	2	8	16	40		16	\$16,910					\$16,910
6.2	Review Meeting	2	4	4				\$2,490					\$2,490
6.3	Final Phase 1 Report	2	4	8	20			\$7,330					\$7,330
Total		62	170	148	336	80	172	\$200,750	\$51,148	\$0	\$32,500	\$8,365	\$ 292,763
PHASE 2													
Task 7	Drainage Design Standards	12	32	96	24	-	-	\$38,540	-	-	-	-	\$ 38,540
7.1	Review Draft County Drainage Manual		2	16				\$4,260					\$4,260
7.2	Review City's existing drainage standards (MCSTOPPP, Muni code, etc)		2	8				\$2,380					\$2,380
7.3	Draft City Design Standards	8	8	40				\$13,600					\$13,600
7.4	Final City Design Standards	2	4	16				\$5,310					\$5,310
7.5	Presentations (2) to the Development Community	2	16	16	24			\$12,990					\$12,990
Total		12	32	96	24	-	-	\$38,540	-	-	-	-	\$ 38,540
PHASE 3 - OPTIONAL TASKS													
Optional Tasks - PHASE 2		217	432	874	686	240	108	\$266,425	\$39,910	\$24,500	\$0	\$6,441	\$ 337,276
A	Field Data Collection to Update GIS (2 weeks)				80	80	24	\$30,600					\$30,600
B	Hydraulic/Hydrologic Modeling and Assessment in 1D	16	40	100	240		16	\$87,500				\$0	\$87,500
C	Focus Studies (4 locations) 2D	4	8	40	80		4	\$28,800				\$0	\$28,800
D	Develop Capacity Projects for Design Standard	4	8	20	40			\$15,600				\$0	\$15,600
E	Climate Change Modeling (1 scenario)	2	4	8	24			\$8,110				\$0	\$8,110
F	SDMP Report on Capacity Related Projects (requires Tasks A-D)	6	16	36	80		24	\$33,910				\$0	\$33,910
G	Presentations to Community (4)	4	40		60		20	\$26,300				\$0	\$26,300
H	Council Presentation	1	8	8	2			\$4,545					\$4,545
I	Training and Documentation on Hydraulic/Hydrologic Modeling and Database Sof	8	24	40			20	\$21,100				\$0	\$21,100
J	Financial Analysis and Funding Strategies	8	8	16				\$7,960		\$24,500		\$2,450	\$34,910
K	Standard Operating Procedures		4					\$1,000	\$13,170			\$1,317	\$15,487
L	CEQA Support		4					\$1,000	\$26,740			\$2,674	\$30,414
M	Extra Budget if City Uses Intern for Condition Assessment*					80		\$10,800				\$0	\$10,800
N	Extra Budget if City Uses Intern for Filedwork*					80		\$10,800				\$0	\$10,800
Total		217	432	874	686	240	108	\$266,425	\$39,910	\$24,500	\$0	\$6,441	\$ 337,276

*Not accounted for in overall budget for Phase 3 as they are already accounted for in the task.

TOTAL for Phases 1, 2, 3 \$ 668,579

EXHIBIT B INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth below, **CONSULTANT** shall procure and maintain in full force and effect, at no cost to **CITY** insurance policies with respect to employees and vehicles assigned to the performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in this Exhibit B.

A. **Scope of Coverage.** During the term of this Agreement, **CONSULTANT** shall maintain, at no expense to **CITY**, the following insurance policies:

1. **Commercial general liability.** A commercial general liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, for death, bodily injury, personal injury, or property damage.

2. **Automobile liability.** An automobile liability (owned, non-owned, and hired vehicles) insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence.

3. **Professional liability.** If any licensed professional performs any of the services required to be performed under this Agreement, a professional liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, to cover any claims arising out of the **CONSULTANT's** performance of services under this Agreement. Where **CONSULTANT** is a professional not required to have a professional license, **CITY** reserves the right to require **CONSULTANT** to provide professional liability insurance pursuant to this section.

4. **Workers' compensation.** If it employs any person, **CONSULTANT** shall maintain workers' compensation insurance, as required by the State of California, with statutory limits, and employer's liability insurance with limits of no less than one million dollars (\$1,000,000) per accident for bodily injury or disease. **CONSULTANT's** workers' compensation insurance shall be specifically endorsed to waive any right of subrogation against **CITY**.

B. **Other Insurance Requirements.** The insurance coverage required of the **CONSULTANT** in subparagraph A of this section above shall also meet the following requirements:

1. Except for professional liability insurance or workers' compensation insurance, the insurance policies shall be specifically endorsed to include the **CITY**, its officers, agents, employees, and volunteers, as additional insureds (for both ongoing and completed operations) under the policies.

2. The additional insured coverage under **CONSULTANT's** insurance policies shall be "primary and noncontributory" with respect to any insurance or coverage maintained by **CITY** and shall not call upon **CITY's** insurance or self-insurance coverage for any contribution. The "primary and noncontributory" coverage in **CONSULTANT'S** policies shall be at least as broad as

ISO form CG20 01 04 13.

3. Except for professional liability insurance or workers' compensation insurance, the insurance policies shall include, in their text or by endorsement, coverage for contractual liability and personal injury.

4. By execution of this Agreement, **CONSULTANT** hereby grants to **CITY** a waiver of any right to subrogation which any insurer of **CONSULTANT** may acquire against **CITY** by virtue of the payment of any loss under such insurance. **CONSULTANT** agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not **CITY** has received a waiver of subrogation endorsement from the insurer.

5. If the insurance is written on a Claims Made Form, then, following termination of this Agreement, said insurance coverage shall survive for a period of not less than five years.

6. The insurance policies shall provide for a retroactive date of placement coinciding with the Effective Date of this Agreement.

7. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of **CITY** (if agreed to in a written contract or agreement) before **CITY'S** own insurance or self-insurance shall be called upon to protect it as a named insured.

8. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to **CITY** or any other additional insured party. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the **CONSULTANT** under this Agreement.

9. **CONSULTANT** agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by **CONSULTANT**, provide the same minimum insurance coverage required of **CONSULTANT**, except as with respect to limits. **CONSULTANT** agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. **CONSULTANT** agrees that upon request by **CITY**, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the performance of Services will be submitted to **CITY** for review.

10. **CONSULTANT** agrees to be responsible for ensuring that no contract used by any party involved in any way with the Services reserves the right to charge **CITY** or **CONSULTANT** for the cost of additional insurance coverage required by this Agreement. Any

such provisions are to be deleted with reference to **CITY**. It is not the intent of **CITY** to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against **CITY** for payment of premiums or other amounts with respect thereto.

C. Deductibles and SIR's. Any deductibles or self-insured retentions in **CONSULTANT's** insurance policies must be declared to and approved by the **CITY** and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or **CITY** or other additional insured party. At **CITY's** option, the deductibles or self-insured retentions with respect to **CITY** shall be reduced or eliminated to **CITY's** satisfaction, or **CONSULTANT** shall procure a bond guaranteeing payment of losses and related investigations, claims administration, attorney's fees and defense expenses.

D. Proof of Insurance. **CONSULTANT** shall provide to the **PROJECT MANAGER** all of the following: (1) Certificates of Insurance evidencing the insurance coverage required in this Agreement; (2) a copy of the policy declaration page and/or endorsement page listing all policy endorsements for the commercial general liability policy, and (3) excerpts of policy language or specific endorsements evidencing the other insurance requirements set forth in this Agreement. **CITY** reserves the right to obtain a full certified copy of any insurance policy and endorsements from **CONSULTANT**. Failure to exercise this right shall not constitute a waiver of the right to exercise it later. The insurance shall be approved as to form and sufficiency by the **CITY**.