

REQUEST FOR PROPOSALS (RFP) FOR SEA LEVEL RISE ADAPTATION PLANNING SERVICES

Issue date: August 21, 2023
Due date: September 21, 2023

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1. Introduction: Purpose of the Request

The City of San Rafael (City) requests proposals from qualified consultants for the sea level rise adaptation services described below. This work and the final deliverables will be developed in coordination with the Project Team: The County of Marin, Canal Alliance, Multicultural Center of Marin, the project steering committee, and the technical advisory committee. The Project Team will review draft materials, will participate in meetings with the Consultant, and will work together to conduct outreach and engagement activities.

The project is expected to take between 12 and 18 months, but Part A must be completed by March 2025 due to grant funding requirements.

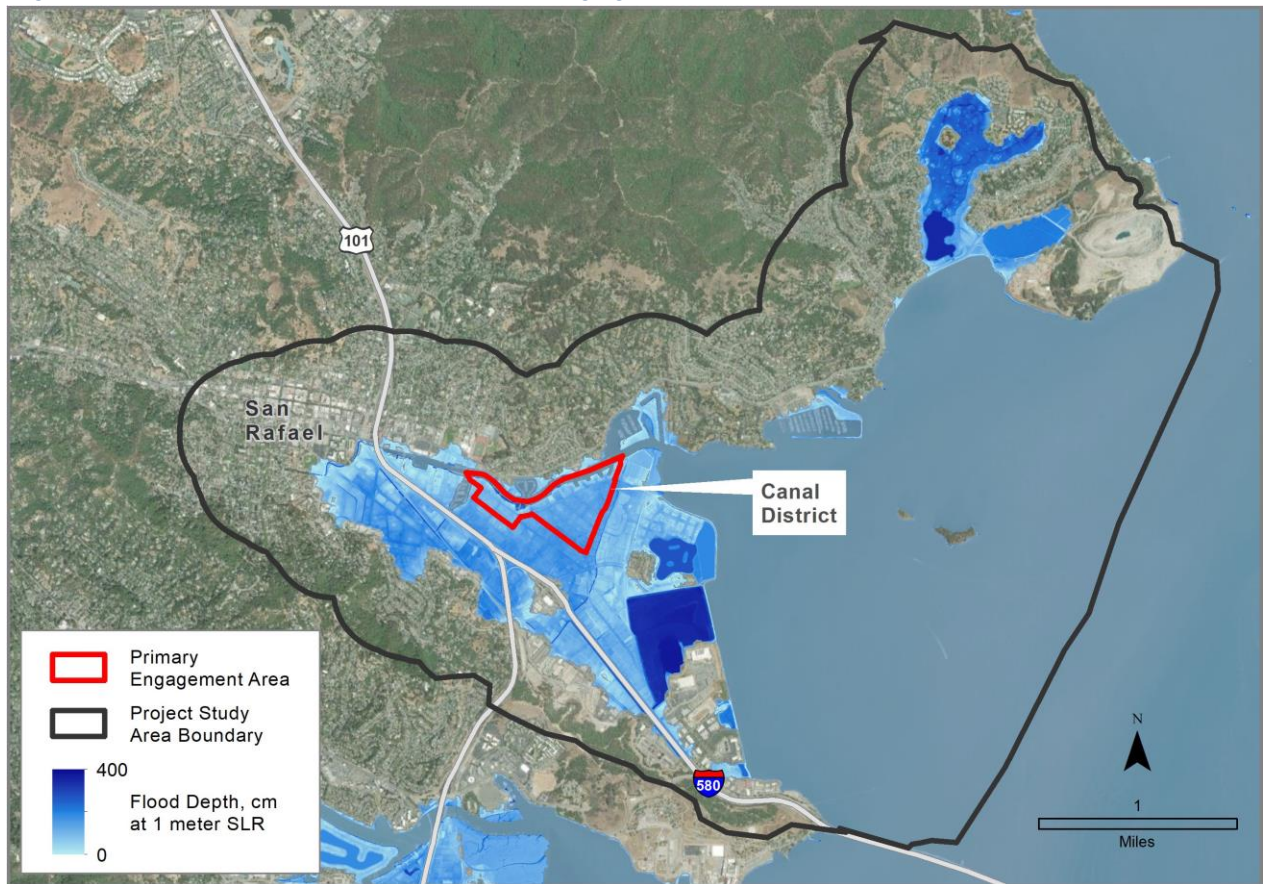
Proposals shall be submitted by September 21, 2023, by firms that have a demonstrable background in the type of work described in the section entitled "Scope of Work" of this notice. In addition, all interested firms shall have sufficient, readily available resources in the form of trained personnel, support services, translation services, specialized consultants, and financial resources to carry out the work without delay or shortcomings. Submitted proposals will be reviewed by a panel that will rank the proposals based on the evaluation criteria outlined in this RFP.

A. Project Overview

The purpose of this Project is to conduct a community-informed technical feasibility study of sea level rise adaptation options along the greater Canal District shoreline of San Rafael ("Project Study Area"), which falls within the San Rafael operational landscape unit ("OLU"). Geographically, the Project Study Area is the entire shoreline area within the boundaries of the San Rafael OLU and can be loosely framed by downtown on the west, the Richmond-San Rafael Bridge to the east, and McNears Beach to the north. The Project Study Area includes both sides of the San Rafael Canal. This area has been identified as the most vulnerable by the Bay Conservation and Development Commission's 2020 Regional Sea Level Rise Vulnerability and Adaptation Study.

This project will include robust engagement in our priority equity community census tracts ("Primary Engagement Area") census tracts 1122.03 and 1122.04 to ensure that underrepresented community members have a voice in the decision-making process (Figure 1). The Project Team leading this work includes the City of San Rafael, the County of Marin, and two community-based organizations, the Canal Alliance and the Multicultural Center of Marin. The project is focused on developing culturally relevant community engagement methods for these census tracts. The Project will model a collaborative and accessible planning process that elevates the community's role.

Figure 1: Project Study Area and Priority Engagement Area



This project includes two separate grants and therefore the tasks are divided into two distinct components (Parts A & B) based on the different funding sources. The Consultant will be responsible for tracking work on these components separately and must keep the invoices for the different project parts separate.

For Part A, the Consultant will conduct a technical feasibility study that considers the full range of potential sea level rise adaptation measures within the Project Study Area. These will include but not be limited to consideration of nature-based solutions such as ecotone levees, intertidal and subtidal habitat restoration, green-grey, and traditional engineered solutions such as sea walls and a tide gate at the mouth of the Canal. At least one project will be identified for further development and implementation. In addition, the consultant will participate in designing an accessible and engaging process, documenting public feedback, and integrating that feedback into subsequent iterations. The Consultant will support the project team in engaging the communities of interest via several methods, including designing and facilitating workshops (in English and Spanish), charrettes, digital engagement or open houses, or others as needed. Additionally, the Consultant will produce community-developed policy language for other plans and guiding documents, such as the priority development area planning process.

For Part B, the Consultant will be responsible for improving the understanding of the physical ecological, and social conditions which serve as the basis for sound design. This could include improving monitoring of surface water levels, groundwater levels, salinity, shoreline elevations, soils, levee conditions, and other relevant variables. This will require fieldwork. This project would complete a more detailed vulnerability assessment focused on short-term life-safety risks and cascading impacts from infrastructure failures. This phase will engage the agencies responsible for critical infrastructure, including below-ground assets. Based on the community's expressed priorities and the findings from the vulnerability analysis, the consultant would rank and prioritize adaptation measures where they are most needed to ensure that infrastructure can continue to provide essential services. Measures would be evaluated based on criteria developed collaboratively but would likely include their criticality, vulnerability, public health and safety implications, costs, regulatory considerations, and co-benefits identified. Finally, the consultant will work with the project partners to develop the final recommendations, presenting a prioritized set of actionable adaptation actions. This will also include policy recommendations that would best address the Canal community's adaptation priorities that are identified through this planning process.

This project should build upon the extensive previous sea level rise planning efforts led the City, other public agencies, such as BayWAVE and through the Resilient By Design competition. For this project to succeed, it must be iterative and build understanding between the community stakeholders and affected parties. It is important to note that this project should not look at tidal flooding in isolation but instead focus on how sea level rise amplifies existing risks. The adaptation measures evaluated should build resilience to these existing hazards. This project should also feed into the Priority Development Area planning process that is beginning in the fall of 2023.

The project scope is described in more detail in the subsequent "Scope of Services" section. The final scope of work will be subject to refinement and mutual agreement following further discussion between the project team and the selected consultant.

B. Project Manager and Structure

This RFP and a portion of the project completed by the Consultant will be administered by the City of San Rafael and will be managed by the City's Climate Adaptation and Resilience Planner, Katherine Hagemann. Please direct any questions or correspondence to:

Katherine Hagemann, Climate Adaptation and Resilience Planner,
City Hall
1400 5th Avenue, San Rafael, CA 94901
Katherine.hagemann@cityofsanrafael.org

C. Project Funding and Budget

Table 1 summarizes the funding available for this project, which is expected to take 12 to 18 months.

Project	Description	Funder	Technical Consultant Budget
Part A:			
	Complete a community-informed technical feasibility study to evaluate nature-based, hybrid, and hard infrastructure options that can increase community resilience to sea level rise and flooding in the Project Study Area. The options will reflect community priorities and technical feasibility, with at least one project option identified along with specific recommendations for further project development and implementation (i.e., considerations for landowner approval, project lead for CEQA and permitting, etc.).	State Coastal Conservancy	\$320,000
	Part A Total		\$320,000
Part B:			
	<ol style="list-style-type: none"> 1. Better characterization of climate hazards and physical science data 2. Vulnerability assessment of critical community facilities, 3. Evaluation & prioritization of adaptation actions, and 4. Development of final recommendations, a prioritized set of actionable adaptation actions, including policy recommendations that best address the Canal community's adaptation priorities 	Governor's Office of Policy & Research	\$200,000
	Part B Total		\$200,000

2. Contract Award Process

A. Anticipated RFP Schedule

Dates and times	Action
August 21, 2023	RFP issued
August 29, 2023	Optional pre-submittal meeting (via Zoom)
September 10, 2023	Deadline for RFP questions
September 13, 2023	RFP Q&A posted
September 21, 2023, noon Pacific	Proposals Due (see the "proposal submission" section for details)
Week of October 2 nd	Interviews of finalist teams (if needed)
Week of October 9 th	Expected Selection of Technical Consultants
End of October/ Early November, 2023	Desired project kick-off

B. Pre-submittal Meeting (optional)

The optional pre-submittal meeting will be held on August 29, from 10-11 AM. The meeting will be entirely virtual using the following Zoom registration link:

Zoom webinar registration link:

https://cityofsanrafael.org.zoom.us/meeting/register/tZltfumupj0pE91QO8_GxY495jTCiupTX7BL

For those who cannot attend the meeting, questions can also be submitted in writing (see below).

C. RFP Addenda & Questions

All requests for clarification of this RFP must be made in writing. Please email any questions regarding the RFP to Katherine Hagemann at Katherine.hagemann@cityofsanrafael.org by September 10th. All addenda, questions and answers will be posted on the RFP webpage, www.cityofsanrafael.org/rfp-slr by September 13.

3. Proposal Requirements & Submittal Instructions

A. Submittal Instructions

Proposals shall be submitted electronically to Katherine Hagemann, at Katherine.Hagemann@cityofsanrafael.org by noon Pacific Time on September 21, 2023. The proposal should be submitted as a .pdf file with the subject line: *(Name of Organization) Response to RFP: Technical Consultants for Sea Level Rise Adaptation.*

B. Proposal Requirements

The Proposal shall be concise, well organized, and demonstrate an understanding of the Scope of Services as outlined in this RFP. Proposals shall be limited to no more than fifty (50) pages, inclusive of resumes, graphics, pictures, photographs, dividers, front and back covers, cover letter and other components.

Proposals shall be evaluated based on the Evaluation Criteria section of this RFP.

At a minimum, Proposals shall include:

1. **Cover letter** signed by the person authorized to negotiate a contract for proposed services with the City on behalf of the Proposal team. The cover letter must state that the sample Professional Services Agreement is acceptable.
2. **Qualifications** of the team that includes:
 - a. The proposer's experience and history in performing this type of sea level rise adaptation work, particularly planning projects that have ultimately been successfully carried through to implementation. Proposals may choose to use the evaluation criteria as organizational headers if desired.
 - b. References of persons, firms, or agencies that the City may contact to verify the experience of the proposer; include phone numbers.
 - c. An organization chart setting forth the project manager and the staff. Key staff are expected to be committed for the duration of the project. The replacement of key staff requires written approval from the City.
 - d. Experience for each individual responsible for portions of the work and their expected availability. Do not submit resumes for individuals who will not be actively involved in the project.

3. A detailed **project approach** and level of effort, in accordance with the section entitled "Scope of Work" of this RFP. This should illustrate the consultant's understanding of the core issues to be addressed.
4. A **project schedule** including, at minimum, those tasks outlined in the section entitled "Scope of Work".
5. A **project budget**, detailing not-to-exceed costs for Scope of Work elements, including any contingency staying within the overall budget amounts for Parts A and B.

As an optional component, proposers are invited to submit a **short video** summarizing their proposal. This does not need to be a professionally produced video but could be as simple as a voiceover of slides. If submitting an optional video, it should be no longer than 10 minutes.

The consultant shall be aware of the following:

- o Proposals and/or modifications to Proposals received after the hour and date specified in this RFP will be rejected.
- o All Proposals shall be submitted according to the specifications set forth in the RFP. Failure to adhere to these specifications may be cause for rejection.
- o Once submitted, Proposals, including the composition of the consulting staff, shall not be changed without prior written consent.
- o All requests for clarification for this RFP must be made in writing by the due date as set forth in this RFP. The City will only respond to written questions from consultants. The City cannot respond to verbal questions submitted by telephone or in person.
- o The City reserves the right to revise the RFP prior to the indicated due date. The City may consider extending the due date for RFP.
- o All addenda will be posted on the City's Web site. By submitting a Proposal, the proposer affirms that they are aware of any addenda and have prepared their Proposal accordingly. No allowances will be made for a proposer's failure to inform themselves of addenda content. A link to the addenda may be accessed at www.cityofsanrafael.org/rfp-slr.

C. Evaluation Criteria & Review Process

A selection committee, made up of City staff and other professionals, will evaluate the consultants based on the submitted proposals and, if necessary, an oral interview to determine which consultant is best qualified to perform the work for this project.

The committee will then determine a ranking of the consultants, at which time negotiations may begin with the most qualified consultant. In the event that the City and the top-ranked consultant are unable to come to an agreement as to scope and fee, the City reserves the right to close negotiations with the top-ranked consultant and open negotiations with the second-ranked consultant. Once an agreement is reached involving the scope and fee, the Climate Adaptation and Resilience Planner will make a recommendation to the City Council to award the project to the selected consultant and to authorize the City to enter into an agreement with that consultant. If the City Council agrees with the recommendation, City staff will proceed with the completion of the agreement and prepare the contract for execution.

Evaluation Criteria	Points
<p>Organizational Experience</p> <ul style="list-style-type: none"> • <i>Qualified, experienced personnel are included in the proposed project team.</i> • <i>Proposed personnel availability during the project period is adequate and clearly described.</i> • <i>Proposed team has sufficient professional breadth to address the (1) urban planning, (2) engineering, (3) geophysical, (4) visual risk communication, (5) socioeconomic, and (6) ecological and environmental facets of the challenge of sea level rise and subsidence in San Rafael</i> • <i>Demonstrated experience partnering with both public entities and community-based organizations on similar climate adaptation feasibility studies and projects</i> • <i>Demonstrated experience supporting communities evaluate alternative adaptation pathways</i> 	20
<p>Equitable Adaptation and Community Engagement Experience and Qualifications</p> <ul style="list-style-type: none"> • <i>Demonstrated ability to develop professional, accessible materials in Spanish and English</i> • <i>Qualified, bilingual personnel available for public engagement throughout the project</i> • <i>Demonstrated experience in creating outreach materials that are accessible and engaging for residents with a variety of education levels and language backgrounds</i> • <i>Demonstrated experience engaging community members that have historically not participated in planning and decision-making processes</i> • <i>Demonstrated experience with integrating climate adaptation measures with other community priorities such as affordable housing, economic opportunities, and environmental quality</i> • <i>Demonstrated understanding of the community context in San Rafael</i> 	30
<p>Iterative and Responsive Planning Approach</p>	10

<ul style="list-style-type: none"> • <i>Demonstrated experience integrating multiple perspectives and developing shared understanding through a planning project</i> • <i>Proposal includes a clear approach and clear commitment to an iterative planning process, including demonstrated ability to integrate feedback throughout the project and meaningfully reflect it in the final deliverables</i> 	
<p>Technical Rigor</p> <ul style="list-style-type: none"> • <i>The proposal demonstrates adequate knowledge and experience with the underpinning technical considerations that are essential to complete a sound feasibility analysis of different SLR adaptation measures, including coastal engineering practices, compound flooding dynamics, and local geotechnical and ecological considerations</i> • <i>The team demonstrates familiarity with existing data sources and has an adequate ability to complete technical analysis of proposed adaptation measures including experience with nature-based adaptation</i> 	10
<p>Communication and Visualizations Skills</p> <ul style="list-style-type: none"> • <i>The proposal demonstrates that the team has strong visual communication skills</i> • <i>Demonstrated experience with graphic design, renderings, map making, and spatial analysis</i> • <i>Demonstrated experience creating easy to understand content for community members to better engage with the information.</i> 	10
<p>Innovative Approach to Adaptation Planning</p> <ul style="list-style-type: none"> • <i>The proposal outlines an innovative approach to adaptation decision-making (this could include novel ways to evaluate alternatives or using tools or engagement techniques to present complex information in a particularly accessible way)</i> 	5
<p>Proposal Quality</p> <ul style="list-style-type: none"> • <i>Proposal is clear, complete, and demonstrates a strong understanding of the work to be done within the project timeline.</i> • <i>Proposed activities are clearly defined and described.</i> • <i>Proposed activity timeline is clear and realistic</i> 	10
<p>Workforce Development</p> <ul style="list-style-type: none"> • <i>The proposal outlines excellent opportunities for climate resilience workforce development with the local underrepresented community (For example, creating opportunities for climate career skill development, work experience opportunities or other opportunities along the work-based learning continuum that facilitate a pathway to full-time permanent employment within this field for local students and workers).</i> 	5
Total	100

The City may reject any or all of the Proposals if it deems such action are in the public interest.

D. Special Conditions

- Professional Services Agreement

The consultant selected to provide the scope of services shall use the City of San Rafael's standard Professional Services Agreement. A copy of the template of this agreement is attached to this RFP (Attachment 2). Submittal of a Proposal is acceptance of the Professional Services Agreement. Contractually required insurance coverage and endorsement information is shown in the body of the document and in the grant agreements from the State Coastal Conservancy and Office of Policy and Research.

- Reservations

This RFP does not commit the City to award a contract, to defray any costs incurred in the preparation of a Proposal pursuant to this RFP, or to procure or contract for work.

- RFP as a Public Record

All Proposals submitted in response to this RFP become the property of the City and thus become public records and, as such, may be subject to public review.

- Right to Cancel

The City reserves the right to cancel or change, for any or no reason, in part or in its entirety, this RFP, including but not limited to selection schedule, submittal date, and submittal requirements.

- Additional Information

The City reserves the right to request additional information and/or clarification from any or all respondents to this RFP.

- Public Information

Consultants who wish to release information regarding the consultant selection process, contract award, or data provided by the City at any Public Hearing must receive prior written approval from the City before disclosing such information to the public.

Payment and Reimbursement Procedures

As these projects are grant funded it is the sole responsibility of the consultant to ensure that all expenses are eligible under the grant agreements and that work supports the completion of required deliverables. All payments to the Consultant will be tied to the successful completion of deliverables or a percent complete basis.

It is the consultant's responsibility to track the two project parts separately and submit a request for payment that is aligned with the reporting and transparency requirements required by the

State of California as well as by the City of San Rafael. Each invoice submitted shall conform to the reporting requirements of the State Coastal Conservancy and the Office of Policy and Research, but at a minimum, will include a brief description of the work on the deliverables billed on that invoice, total billed to date, total paid to date, and amount remaining.

Attachments

1. Scope of Services
2. City of San Rafael Professional Services Agreement Template (subject to change by the City if necessary)
3. Part A: Full Grant Workplan for the portion of the project funded by the State Coastal Conservancy
4. Part B: Full Grant application for the portion of work funded by the Office of Policy and Research

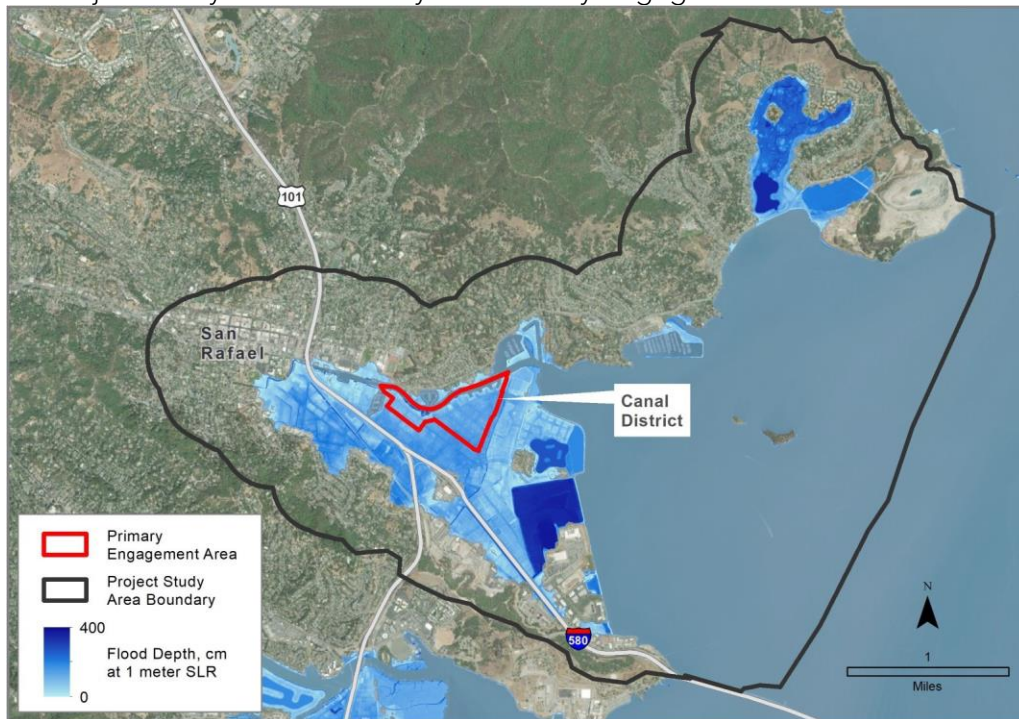
Attachment 1: Scope of Services

The City requires that all deliverables be provided electronically in an editable format. All mapping deliverables must be provided as GIS shapefiles for further use and refinement by the City and partners and in compliance with the City's geospatial data requirements. All deliverables should be provided in a draft form for review and comment by the project team, then revised into a final version for publication. The City is seeking consulting services for the following tasks:

Part A: Community-Informed Technical Feasibility Study

For this part, the Consultant's primary responsibility is to complete a community-informed technical feasibility study to evaluate adaptation options that can increase community resilience to relative sea level rise and flooding in the Project Study Area (Figure 1). The options will reflect community priorities, ecological considerations, and technical feasibility, with at least one project option identified along with specific recommendations for further project development and implementation (i.e., considerations for landowner approval, project lead for CEQA and permitting, etc.).

Figure 1: Project Study Area Boundary and Primary Engagement Area



The following tasks support development of the community-informed feasibility study.

Task A.1: Summarize and confirm vulnerability information for the project study area with a “Briefing Book”

This task is intended to build upon prior work completed such as the BayWAVE Vulnerability Analysis, San Rafael Sea-Level Rise Adaptation Study (ESA 2020), and other regional studies. This task will review, synthesize, and present the vulnerability information in a more engaging and visual way than previous efforts. The consultant should strive to present this information in a non-technical way that is accessible to residents with different language and education backgrounds.

From a technical perspective, this task will require new mapping and may require very basic modeling but should focus on synthesis. This task should include at a minimum an analysis of the implications of relative sea level rise based on these sea level rise scenarios used in the 2017 BayWAVE Vulnerability Assessment:

BayWAVE Scenarios	Sea Level Rise
Near-term	10 inches
Mid-term	20 inches
Long-term	60 inches

Working with the project team, the consultant may recommend adjusting these scenarios in order to capture current, near-term, mid-term, and long-term impacts to the Project Study Area.

Because previous vulnerability assessments used inundation mapping that relied upon outdated elevation data, this task will require updating the expected flood extents and depths using the most recent 2019 Marin Countywide LiDAR, which will be provided to the consultant. This task will also require revisions to the digital elevation model and additional GIS work to better capture the Study Area’s hydrologic connectivity to the Bay and to better reflect the Study Area’s inundation paths, both along the shoreline and from interior drainage. The City will provide elevation data to support this work. Initial maps and vulnerability information may need to be revised later in the project to reflect the field data collected by the consultant in task B1.

Confirmation of vulnerable assets should include at a minimum the number of impacted housing units, number of people, and businesses affected as well as vulnerability of existing habitats and ecological functions. This task should include a consideration of stormwater drainage, existing flooding, and future sea level rise, in dialogue with City of San Rafael Department of Public Works.

The goal of this task is to create publicly accessible maps, visuals, or summaries of this vulnerability information for the community to review. Creative communication formats including video or interactive approaches are also welcome. This task is intended to be public-facing and to create the visual framework for the remainder of the project.

Task A.1 Deliverables:

- A visually engaging and accessible “briefing book” that summarizes the vulnerability to relative sea level rise. This needs to include at a minimum:
 - An inventory of vulnerable assets
 - Vulnerability maps by asset type and sea level rise scenario
 - An executive summary in English and Spanish
- Corrected GIS maps of expected flood impacts for different sea level rise scenarios based on corrected elevation data and improved assumptions about hydrologic connectivity to SF Bay in the Project Study Area.

Subtask A.2a Identify, analyze & present feasible adaptation approaches at different planning horizons

The Consultant will identify and analyze a range of possible adaptation approaches to address flood vulnerabilities in the Project Study Area. These adaptation measures should include the full breadth of possibilities (typically described as nature-based, hybrid, and hard infrastructure); however, the framing of potential adaptation measures does not need to be constrained to these three categories and could take on a number of different forms, scenarios, or presentations. All analysis of adaptation approaches should be compared to a no action scenario.

During this phase the consultant team will work with the project team to identify the planning horizons and flood impacts that are of greatest concern to the community and tailor adaptation approaches to those concerns.

The analysis of adaptation measures should be framed in the context of a baseline scenario (a no action scenario). Analysis of adaptation approaches should include consideration of:

- level of fluvial and tidal flood protection
- effectiveness at different planning horizons
- spatial and ecological requirements
- permitting requirements (to demonstrate feasibility)
- land ownership and access considerations (to demonstrate feasibility)
- potential threats and benefits to community posed by each adaptation measure including flooding risks, catastrophic risks associated with infrastructure failure, and displacement non-structural threats like gentrification, economic losses, loss of open space or shoreline access, and other negative economic impacts
- co-benefits such as public access, ecology, neighborhood beautification, transit network resilience, etc. (and others to be identified by the community, project team, and consultant)
- implications for the preservation of affordable housing, community cohesion, displacement, and community resilience
- implications for the resilience—or impairment—of ecological functions and ecosystem services (which may include habitat provision, habitat resilience to sea level rise, water quality improvement, sediment management, carbon sequestration, or other functions)
- economic feasibility (which may include order of magnitude level life-cycle cost estimates for different adaptation approaches, losses avoided, fiscal impact analysis,

economic modeling or other methods or metrics to be determined in dialog with the project team)

Subtask A.2b Present feasible adaptation approaches to elicit feedback from the community

The consultant will work with the project team to develop culturally relevant and non-technical visual materials that engage the community and clearly convey the implications of the feasible, cohesive adaptation approaches. The materials will show how each measure relates to relative sea level rise and compound flooding levels, so the community understands “what works when and where”.

Communication materials need to convey the broad benefits, limitations, and tradeoffs of these different options, including considerations listed above. “Adaptation pathways” or other tools should be used to analyze these approaches and show how adaptation can be phased, achieved incrementally, or when critical points require a change in plan. Quantitative analysis based on physical thresholds like water levels or other metric like economic or environmental damages should be used to demonstrate the implications and trade-offs associated with different measures and to illustrate future risks. Creative communication formats to accompany this analysis including video and interactive approaches are strongly desired.

A number of engagement methods may be appropriate including workshops, charrettes, digital engagement or open houses. The consultant will participate in designing an accessible and engaging process and documenting public feedback and integrating that feedback into subsequent iterations. This will require personnel fluent in Spanish.

Task A.2 Deliverables:

- Visual-appealing summaries including graphic renderings of a range of adaptation approaches accompanied by plain-language descriptions in English, Spanish, and ADA accessible formats.
- Draft and revised presentation of the implications of different adaptation options including the co-benefits and tradeoffs.
- A short visual summary of public feedback and preferences during this phase
- A short technical memo documenting the methods and assumptions used in the analysis

Subtask A.3a: Refine and analyze adaptation approaches based on community input

Winnowing the range of adaptation measures to a narrower set for more detailed analysis will depend on community priorities, planning horizons and flood impacts that are of greatest concern to the community, technical analyses, feedback from the Steering and Technical Advisory Committees, regulatory feasibility, ecological considerations, alignment with City plans and priorities, and effectiveness at reducing risks from relative sea level rise.

During this phase of the project, the broader set of feasible adaptation measures will be refined and developed into more detailed analyses based on the community’s expressed priorities and community discussions with consultants and the Project Team about (1) the feasibility and (2) implications and ecological, physical, economic, and safety tradeoffs across different measures. -The consultant will host and facilitate community workshops (or other engagement

activities) to elicit feedback and refine the potential measures that address sea level rise over time and spatially in the impacted areas. Place-based renderings and other visuals will be developed by the consultant to support informed discussion about the measures.

The consultant will prepare a vivid summary that captures the priorities, reactions, and preferences expressed by community members. Creative and accessible formats for this are encouraged. At a minimum this summary should also describe major points of consensus, priorities, and any preferences that may eliminate other future choices. Documentation of community decisions will remain important beyond this grant-funded process.

Subtask A.3b: Summarize technical feasibility study

A draft and final study will summarize the benefits, limitations, and tradeoffs presented by the adaptation approaches (or pathways) based on the list considerations analyzed (i.e., physical flood protection, economic, public access, ecological benefits etc.). Synthesis of complex information and visually engaging materials are expected. Creative and engaging formats are very welcome.

This study summary should focus on clearly and objectively describing the feasibility and implications of these adaptation approaches in San Rafael including the ecological performance, regulatory feasibility, and potential timelines required for implementation and the longevity of protection provided.

This task will include documenting the assumptions, gaps, and constraints with the feasibility of adaptation measures supported by the community.

Subtask A.3b: Conceptual design of one adaptation measure

The consultant team will research, prepare, and scope at least one spatially specific measure identified through community input for further design. The team will assemble technical and other background documents to assist the city with preparation of a scope of work for undertaking 30% design in a future project phase.

Subtask A.3 Deliverables:

- Summary documentation of community input and priorities, including a brief summary in Spanish
- Draft Community-Informed Technical Feasibility Study, including an executive summary in Spanish
- Final Community-Informed Technical Feasibility Study, including an executive summary in Spanish
- A minimum of one sea level rise adaptation measure completed to conceptual design level

Part B:

Task B1.1: Improve physical science data that underpins the understanding of climate hazards

Address critical physical data gaps, including a lack of measurement of current groundwater and surface water levels and how those are responding to rising sea levels and differential settlement. This data is necessary to project how much time remains to deploy adaptation measures and to clarify the potential extent, depth, and severity of compound flooding under future climate conditions. For example, if groundwater is too shallow or too strongly tidally influenced, conventional adaptation measures such as levees may not work. Similarly, understanding the projected rate of subsidence (which has been as fast as 6 inches/decade in some areas) is critical to understanding relative sea level rise, the timing of climate impacts and the vulnerability of existing levees. Another large source of uncertainty are the shoreline elevations along the canal, which are obscured by buildings and other built infrastructure. Determining the condition, elevation, and the geometry of the existing shoreline is necessary to accurately model flood risks. Basic modeling of compound flooding will also help determine the potential severity of flooding in the short term. Information about the stormwater system will be provided by the City. Geotechnical assessments are also needed to determine the technical feasibility of certain adaptation measures, such as a levee district, that have been proposed previously. This task will require field work and knowledge of local hydrogeology. This task will also require providing guidance on how on-going changes related to sea level rise intersect with existing resilience challenges. The exact surveying, monitoring, and modeling completed under this task can be determined through discussions with the Project Team and the professional recommendations of the consultant.

The scale of analysis will be the operational landscape unit that includes the Canal; however, the priority area for more detailed analysis is the most vulnerable and densely-populated area south of the canal.

This task is intended to be more detailed, more technical, and more focused on engagement with public agencies. Materials produced do not need to be public facing.

Task B1.1: Deliverables:

- Deployment of additional monitoring equipment (such as surface or groundwater monitoring equipment)
- Completion of necessary elevation surveys and/or geotechnical work
- Report summarizing the findings from the surveys and geotechnical work.
- Updated mapping of projected flooding hazards; summary of findings and recommendations for future monitoring

Task B2.1: Detailed vulnerability assessment of critical community facilities

For this task the consultant will gather essential information on the exposure, sensitivity, and consequence of a flooding-induced failure of critical facilities and infrastructure. This would focus on assets with the most significant risks to life and safety, such as levees, evacuation routes, water infrastructure, the community center, health facilities, emergency response facilities,

underground infrastructure, and others. This work includes updating GIS data, modeling and mapping, interviews with asset owners/managers, and on-the-ground site assessments to identify critical thresholds and the potential consequences of cascading infrastructure failures. As one example, the wastewater lift station that conveys the majority of wastewater for east San Rafael is located right on the bank of the canal. Based on its ground elevation, flood waters would be expected to be several feet. However, there are substantial knowledge gaps, including the critical threshold elevations, consequences of failure, and adaptive capacity. This analytical phase would address these gaps and would explore the implications of compounding hazards (i.e., sea level rise, increasing groundwater levels, subsidence, and more intense rain events, which increase the potential for saltwater intrusion, corrosion, liquefaction, and other impacts to infrastructure). This phase will focus on working across government levels to identify the most critical near-term climate risks. This task is intended to be more focused on engagement with professional asset managers and public agencies and materials do not need to be publicly facing.

Task B2.1: Deliverables:

- Report summarizing the findings

Task B2.2: Integrating community concerns into the vulnerability assessment of critical community facilities

For this task, The Multicultural Center of Marin will lead community asset mapping with Canal residents. These structured conversations led by the Multicultural Center of Marin will help ensure that residents' main concerns are brought out early in the process to inform the analysis from the beginning. While there will be a discussion of climate risks there will also be a focus on the positive social and community assets that are most important to quality of life and ensuring residents feel safe, well, and connected to their community. The consultant will be responsible for reviewing the outputs of this community work and weaving the communities priorities into the vulnerability analysis and final prioritization of actions.

Task B3: Prioritizing adaptation actions in concert with the community engagement

Building directly on the community's expressed priorities and the findings from the vulnerability analysis, this task would rank and prioritize adaptation measures where they are most needed to ensure that infrastructure (including community infrastructure) can continue to provide essential services. Measures would be evaluated based on criteria developed collaboratively but would likely include their criticality, vulnerability, public health and safety implications, costs, and co-benefits identified. The consultant would be responsible for integrating community input shared during the community engagements led by the Multicultural Center of Marin.

Task B3: Deliverables

- Report on the findings

Task B4.1: Final community engagement

All project partners, including the consultant, will be involved in hosting the final community engagements, which will focus on sharing the results and seeking the community's input on the most important adaptation actions that should be prioritized.

Task B4.1 Deliverables

- A short summary in English and Spanish showing or describing how the final recommendations were changed to better reflect community priorities

Task B4.2 Final Recommendations

All prior project activities will feed directly into the development of the final recommendations, which will present a prioritized set of actionable adaptation actions. This will also include policy recommendations that would best address the Canal community's adaptation and resiliency priorities that are identified through this planning process. This final deliverable should speak directly to how risks that are being amplified by climate change relate to other on-going resilience stresses in the area and relate to other on-going planning initiatives such as the Priority Development Area plan for this same geography.

Task B4.2 Deliverables:

- Final Report

Page Break

Attachment 2: Professional Services Agreement Template rev.
09.22

AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN
THE CITY OF SAN RAFAEL
AND
CONSULTANT'S NAME
FOR CLIMATE ADAPTATION PLANNING 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 CONSULTANT'S NAME, a[n] (enter State name) corporation/limited liability company/partnership/individual (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 insert date of proposal ("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, as further described in Exhibit A, in an amount of [INSERT].

CONSULTANT will be solely responsible for ensuring that all project activities and expenses are eligible use of grant funds. The CONSULTANT will bill City for Services provided by CONSULTANT, 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 on insert end date.

4. PROJECT COORDINATION.

A. **CITY'S Project Manager.** Climate Adaptation and Resilience Planner 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. Name of CONSULTANT's Project Director 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.

Any and all work product resulting from this Agreement is commissioned by the **CITY** as a work for hire. The **CITY** shall be considered, for all purposes, the author of the work product and shall have all rights of authorship to the work, including, but not limited to, the exclusive right to use, publish, reproduce, copy and make derivative use of, the work product or otherwise grant others limited rights to use the work product. To the extent **CONSULTANT** incorporates into the work product any pre-existing work product owned by the **CONSULTANT**, the **CONSULTANT** hereby acknowledges and agrees that ownership of such work product shall be transferred to the **CITY**.

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.

CONSULTANT agrees to meet all applicable program access, digital access and physical accessibility requirements under State and Federal laws as may apply to services, programs or activities for the benefit of the public.

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:

Katherine Hagemann
Climate Adaptation and Resilience Planner
1400 Fifth Avenue
San Rafael, CA 94901

To **CONSULTANT's** Project Director:

Name/Title of City's Project Director
insert mailing address
insert mailing address

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.]

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

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.

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**.