



**CITY OF ALBANY
CITY COUNCIL AGENDA
STAFF REPORT**

Agenda Date: June 3, 2024
Reviewed by: NA

SUBJECT: Watershed Management Plan Update (CIP No. 30001) – Award of Professional Services Contract No. C24-32 and Appropriation of NPDES Storm Water Funds and Measure F Street & Storm Drain Tax Funds

REPORT BY: David Lam, Associate Engineer
Allison Carrillo, CIP Manager
Devora Zauderer, Public Works Program Manager
Mark Hurley, Public Works Director/City Engineer

SUMMARY

The issue before Council is award of a contract for professional services to Wood Rogers to develop an update to the City's Watershed Management Plan (WMP). Services will include assessment of current conditions, new regulatory requirements, and challenges from a changing climate. An updated WMP will also provide an updated list of drainage improvements, cost estimates, and explore funding mechanisms to meet the requirements for operate and maintain the City's aging stormwater infrastructure. Staff recommends an additional appropriation of \$276,000 in NPDES (National Pollutant Discharge Elimination System) Storm Water Fee revenues and \$60,000 in Measure F Street & Storm Drain Improvement funds to supplement existing project appropriations for the Watershed Management Plan Update (CIP No. 30001).

STAFF RECOMMENDATION

That the Council adopt Resolution No. 2024-38:

1. Authorizing the City Manager to award Contract No. C24-32 for professional services to Wood Rodgers in the not-to-exceed amount of \$441,708.00 for an update to the City's Watershed Management Plan; and
2. Appropriating \$276,000 in NPDES (National Pollutant Discharge Elimination System) Storm Water Fee revenues and \$60,000 in Measure F Street & Storm Drain Improvement funds to supplement existing project budget for the Watershed Management Plan Update (CIP No. 30001).

BACKGROUND

The City of Albany is located adjacent to the San Francisco Bay, bounded by the communities of El Cerrito to the north, Berkeley to the south and east, and Kensington to the northeast. The City can be divided into five watersheds extending into the Berkeley Hills and draining into the San Francisco Bay. Most of the City's storm drain system was built in the 1920's and 1930's in conjunction with the development of the residential neighborhoods. The City's drainage system consists of approximately 12 miles of storm drain pipeline and 2.5 miles of culverts. The system of inlets, pipes, junctions, and culverts conveys stormwater to one or more of five creeks within the city limits – Cerrito Creek, Codornices Creek, Marin Creek, Middle Creek, and Village Creek.

During the development of Albany through the 1950's, portions of the City's creeks were placed in culverts, buried, and built over, resulting in the separation of the waterways from wildlife. Outside of culverting creeks, significant portions of Albany roadways were also developed without including storm drainage infrastructure despite those same roadways increasing the amount of run-off, resulting in major corridors operating as overland flow channels during the rainy season.

ANALYSIS

A Watershed Management Plan (WMP) is a tool to assist the City in making informed decisions related to its drainage infrastructure and waterways by assessing existing conditions, identifying deficiencies, and prioritizing improvement opportunities in the context of limited city resources. The City last prepared a WMP in October 1998. Several of the improvement projects identified in the 1998 WMP have been constructed, while more work remains to be completed as systemic conditions have changed. In the ensuing years, the City has continued to operate the storm drain program at 1990s funding levels by primarily targeting basic maintenance services and isolated repairs to individually reported locations of concern.

An update to the WMP is needed to assess current conditions, accounting for the changes to City infrastructure over the years, drainage conditions, new regulatory requirements, and challenges from a changing climate. An updated WMP would also provide an updated list of recommended drainage improvements, cost estimates, and explore funding mechanisms to meet the requirements for operating and maintaining the City's aging stormwater infrastructure.

In November 2020, Council adopted the Capital Improvement Plan (CIP) for FY2019/20 to FY2023/24, and appropriated budget for the first three fiscal years of the five-year plan. This included CIP Project No. 30001 for a Watershed Management Plan Update. The project includes a stormwater system assessment and master plan with a hydraulic model and capacity analysis.

DISCUSSION

In February 2024, Public Works staff released a Request for Proposals (RFP) for the update of the 1998 WMP. The City received three (3) proposals by the March 11, 2024 deadline. The initial costs from all three received proposals significantly exceeded the original amount appropriated by Council in the CIP. Each proposal included itemized costs for each task within the scope. Staff reviewed proposal costs against similar plan updates by other municipalities within the Bay Area and found that, despite the proposals exceeding original appropriations, the level of effort included with the proposals were generally consistent with other municipalities after taking into account the City of Albany’s watershed and storm drain system.

The proposals were reviewed by a four-person selection panel consisting of three members of Public Works staff and one member of Community Development staff. All three firms submitting proposals were invited for a follow-up meeting with the selection panel as described in the RFP. After reviewing the written proposal and the in-person interview, the selection panel unanimously agreed that Wood Rodgers best understood the requirements and was the best qualified firm to prepare the WMP update.

Public Works staff negotiated with Wood Rodgers on a refined scope of work and updated budget by identifying certain “core tasks” that would be vital to a functional Watershed Management Plan update. These tasks are included in the scope for approval of the contract (Attachment 2).

The scope of the WMP update consists of the following tasks:

- A stakeholder meeting to address City stakeholder concerns and priorities;
- Desktop data review and a storm drain inventory update;
- Storm drain condition assessment;
- Installation of flow monitors to collect in-situ flow data for one rainy season;
- Hydraulic modeling calibrated with flow data collected from flow monitors;
- Evaluation of the effects of climate change
- Identifying existing deficiencies and prioritizing a list of improvement projects;
- Financial analysis of the needs, funding gaps, and potential funding sources;
- Preparation of an updated Watershed Management Plan summarizing the findings from the previous tasks.

Following the preparation of the plan, the key findings from the WMP update will be summarized and be presented to City Council for feedback prior to being finalized. The following is an estimated schedule of milestones:

Council Award	June 3, 2024
Notice to Proceed	June 4, 2024
Project Kickoff	June 2024
Stakeholder Meeting	July 2024
Flow Monitoring (Est.)	Fall 2024 to Spring 2025
Draft WMP	Winter 2026

SUSTAINABILITY AND SOCIAL EQUITY CONSIDERATIONS

The recommended project supports the City's General Plan focus on mitigating environmental hazards with flood risk and includes an evaluation of the effects of climate change to the watershed. The project will provide a framework for sustainable focus on the environmental health of waterways. Watershed impacts from climate change are anticipated to have a disproportionate impact on residents living in lower lying areas of Albany and the recommended action for an update to the City-wide Watershed Management Plan encourages a systematic, City-wide assessment of improvements which encourages fairness and justice in supporting development of a comprehensive capital plan for improvements to watershed management.

EQUAL OPPORTUNITY AND NON-DISCRIMINATION

The City of Albany promotes equal opportunity and non-discrimination on the basis of race, religion, creed, color, national origin, ancestry, sex, age, physical handicap, medical condition, marital status or other interests protected by state and federal law. The City strongly values contract participation by minority owned and women owned businesses. However, the City is unfortunately restricted in its ability to implement any form of preference program associated with those groups on City contracts based on limitations imposed under the California Constitution, which do not permit any public agency in the state to grant preferential treatment to any entity "on the basis of race, sex, color, ethnicity or national origin" in public contracting (Cal. Const., art. I, § 31.). This constitutional restriction, which is commonly referred to as Proposition 209, was approved by voters in 1996. An effort to overturn this restriction placed on the November 2020 ballot (Proposition 16) was not approved by voters. The only exception to the bar under Proposition 209 is for federally funded projects where the City has historically and will continue to fully and actively promote participation by minority owned and women owned businesses.

CITY COUNCIL STRATEGIC PLAN INITIATIVES

This project supports the Council's Strategic Plan in the areas of advancing climate action and adaptation (Goal 1), promoting streets that support safety & transportation mobility options (Goal 3), increasing City revenue to sustain City Services (Goal 5), and increasing public health, safety, and resiliency (Goal 6).

Included in this project is an evaluation of the effects of climate change with the intention to deliver projects adapted to anticipated increases to storm intensity. Management of stormwater is a large part of supporting transportation mobility for varied weather conditions. To support these efforts, this project includes seeking funding opportunities for storm drain permit implementation and asset preservation. Finally, maintaining a healthy storm drainage system is vital in helping to reduce the risk of flooding. This reduces water-borne pollution, promotes pedestrian pathway and bicycling accessibility, benefiting community health through two different approaches.

FINANCIAL CONSIDERATIONS

Funding for the Watershed Management Plan Update (CIP No. 30001) was appropriated by City Council in November 2020 as part of the City’s FY2020-2024 Capital Improvement Plan (Resolution No. 2020-108). The contract amount of \$441,708.00 exceeds the amount appropriated by Council in the CIP.

The following table details the budget appropriated for the project in the CIP, as well as the recommended additional appropriations at this time to fund the recommended contract award and a 10% contingency:

Funding Sources	Budget	Notes
NPDES Storm Water Fee (1601)	\$150,000	Appropriated
NPDES Storm Water Fee (1601)	\$276,000	New Appropriation
Measure F Street & Storm Drain Improvements Tax (2006)	\$60,000	New Appropriation
Total Project Budget	\$486,000	

Though the bulk of the project is most appropriate to be funded by programmatic NPDES Storm Water Fee funds, a segment of the project is concerned with capital project development and cost estimation. Therefore, an additional appropriation from capital funding source Measure F Street & Storm Drain Improvements Tax is recommended to supplement the project budget.

Attachments

1. Resolution No. 2024-38
2. Contract No. C24-32 with Wood Rodgers for Watershed Management Plan Update

**CONTRACT #C24-32
AGREEMENT FOR CONSULTANT SERVICES
BETWEEN
THE CITY OF ALBANY
AND
WOOD RODGERS, INC.**

FOR PROJECT: WATERSHED MANAGEMENT PLAN UPDATE

This AGREEMENT FOR CONSULTANT SERVICES ("AGREEMENT"), is made and entered into this ___ day of _____ 20__ by and among the City of Albany a California charter city ("CITY") and Wood Rodgers, Inc ("CONSULTANT").

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of SECTION 19 "TERMINATION OF AGREEMENT" of this AGREEMENT, the term of this AGREEMENT shall be for a period of three years from the date of execution of this AGREEMENT, as first shown above. Such term may be reduced or extended upon written agreement of both parties to this AGREEMENT.

SECTION 2. SCOPE OF SERVICES.

CONSULTANT agrees to perform the services set forth in EXHIBIT "A" "SCOPE OF SERVICES" and made a part of this AGREEMENT.

SECTION 3. ADDITIONAL SERVICES.

CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to or outside of those set forth in this AGREEMENT or listed in EXHIBIT "A" "SCOPE OF SERVICES", unless such additional services are authorized in advance and in writing by the City Council or City Manager of CITY. CONSULTANT shall be compensated for any such additional services in the amounts and in the manner agreed to by the City Council or City Manager.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

Subject to any limitations set forth in this AGREEMENT, CITY agrees to pay CONSULTANT the amounts specified in EXHIBIT "B" "COMPENSATION" and made a part of this AGREEMENT. The total compensation, including reimbursement for actual

expenses, shall not exceed \$441,708.00 unless additional compensation is approved in writing by the City Council or City Manager.

Each month CONSULTANT shall furnish to CITY an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, sub-consultant contracts and miscellaneous expenses. CITY shall independently review each invoice submitted by the CONSULTANT to determine whether the work performed and expenses incurred are in compliance with the provisions of this AGREEMENT. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth below. In the event any charges or expenses are disputed by CITY, the original invoice shall be returned by CITY to CONSULTANT for correction and resubmission.

Except as to any charges for work performed or expenses incurred by CONSULTANT which are disputed by CITY, CITY will use its best efforts to cause CONSULTANT to be paid within thirty (30) days of receipt of CONSULTANT's invoice.

Payment to CONSULTANT for work performed pursuant to this AGREEMENT shall not be deemed to waive any defects in work performed by CONSULTANT.

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

CITY may inspect and accept or reject any of CONSULTANT's work under this AGREEMENT, either during performance or when completed. CITY shall reject or finally accept CONSULTANT's work within sixty (60) days after submitted to CITY. CITY shall reject work by a timely written explanation, otherwise CONSULTANT's work shall be deemed to have been accepted. CITY's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of CONSULTANT's work by CITY shall not constitute a waiver of any of the provisions of this AGREEMENT including, but not limited to, SECTIONS 15 and 16, pertaining to indemnification and insurance, respectively.

SECTION 6. OWNERSHIP OF DOCUMENTS.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by CONSULTANT in the course of providing any services pursuant to this AGREEMENT shall become the sole property of CITY and may be used, reused or otherwise disposed of by CITY without the permission of the CONSULTANT. Upon completion, expiration or termination of this AGREEMENT, CONSULTANT shall turn over to CITY all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

SECTION 7. CONSULTANT'S BOOKS AND RECORDS.

CONSULTANT shall maintain any and all documents and records demonstrating or relating to CONSULTANT's performance of services pursuant to this AGREEMENT. CONSULTANT shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to CITY pursuant to this AGREEMENT. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by CONSULTANT pursuant to this AGREEMENT. Any and all such documents or records shall be maintained for three years from the date of execution of this AGREEMENT and to the extent required by laws relating to audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon written request by CITY or its designated representative. Copies of such documents or records shall be provided directly to the CITY for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at CONSULTANT's address indicated for receipt of notices in this AGREEMENT.

(c) Where CITY has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of CONSULTANT's business, CITY may, by written request, require that custody of such documents or records be given to the requesting party and that such documents and records be maintained by the requesting party. Access to such documents and records shall be granted to CITY, as well as to its successors-in-interest and authorized representatives.

SECTION 8. STATUS OF CONSULTANT.

(a) CONSULTANT is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of CITY. CONSULTANT shall have no authority to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against CITY, whether by contract or otherwise, unless such authority is expressly conferred under this AGREEMENT or is otherwise expressly conferred in writing by CITY.

(b) The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither CITY, nor any elected or appointed boards, officers, officials, employees or agents of CITY, shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner

represent that CONSULTANT or any of CONSULTANT's officers, employees or agents are in any manner officials, officers, employees or agents of CITY.

(c) Neither CONSULTANT, nor any of CONSULTANT's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to CITY'S employees. CONSULTANT expressly waives any claim CONSULTANT may have to any such rights.

SECTION 9. STANDARD OF PERFORMANCE.

CONSULTANT represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this AGREEMENT in a thorough, competent and professional manner. CONSULTANT shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this AGREEMENT, CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of CONSULTANT under this AGREEMENT.

SECTION 10. COMPLIANCE WITH APPLICABLE LAWS, PERMITS, AND LICENSES.

CONSULTANT shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this AGREEMENT. CONSULTANT shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this AGREEMENT. Neither CITY, nor any elected or appointed boards, officers, officials, employees or agents of CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.

CONSULTANT shall obtain and maintain in full force and effect during the term of this AGREEMENT a Business License from the CITY's Finance Department. Provide City of Albany Business License number and Expiration Date on Page 11 of this contract.

SECTION 11. NONDISCRIMINATION.

CONSULTANT shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this AGREEMENT.

SECTION 12. UNAUTHORIZED ALIENS.

CONSULTANT hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et M., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should CONSULTANT so employ such unauthorized aliens for the performance of work and/or services covered by this AGREEMENT, and should any liability or sanctions be imposed against CITY for such use of unauthorized aliens, CONSULTANT hereby agrees to and shall reimburse CITY for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by CITY.

SECTION 13. CONFLICTS OF INTEREST.

(a) CONSULTANT covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of CITY or which would in any way hinder CONSULTANT's performance of services under this AGREEMENT. CONSULTANT further covenants that in the performance of this AGREEMENT, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. CONSULTANT agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY in the performance of this AGREEMENT.

(b) CITY understands and acknowledges that CONSULTANT is, or may be, as of the date of execution of this AGREEMENT, independently involved in the performance of non-related services for other governmental agencies and private parties. CONSULTANT is unaware of any stated position of CITY relative to such projects. Any future position of CITY on such projects shall not be considered a conflict of interest for purposes of this section.

SECTION 14. CONFIDENTIAL INFORMATION AND RELEASE OF INFORMATION.

(a) All information gained or work product produced by CONSULTANT in performance of this AGREEMENT shall be considered confidential, unless such information is in the public domain or already known to CONSULTANT. CONSULTANT shall not release or disclose any such information or work product to persons or entities other than CITY without prior written authorization from the City Administrator, except as may be required by law.

(b) CONSULTANT, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of CITY, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this AGREEMENT. Response to a subpoena or court order shall not be

considered "voluntary" provided CONSULTANT gives CITY notice of such court order or subpoena.

(c) If CONSULTANT, or any officer, employee, agent or subcontractor of CONSULTANT, provides any information or work product in violation of this AGREEMENT, then CITY shall have the right to reimbursement and indemnity from CONSULTANT for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of CONSULTANT's conduct.

(d) CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this AGREEMENT and the work performed thereunder. CITY retains the right, but has no obligation, to represent CONSULTANT or be present at any deposition, hearing or similar proceeding. CONSULTANT agrees to cooperate fully with CITY and to provide CITY with the opportunity to review any response to discovery requests provided by CONSULTANT. However, this right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

SECTION 15. INDEMNIFICATION.

(a) To the fullest extent permitted by law, CITY and its elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "INDEMNITEES") shall have no liability to CONSULTANT or any other person for, and CONSULTANT shall indemnify, defend, protect and hold harmless INDEMNITEES from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "CLAIMS"), which INDEMNITEES may suffer or incur or to which INDEMNITEES may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of or allegedly caused by the CONSULTANT's performance of or failure to perform any services under this AGREEMENT or by the negligent or *willful* acts or omissions of CONSULTANT, its agents, officers, directors, subcontractors or employees, committed in performing any of the services under this AGREEMENT except CLAIMS caused by the sole negligence or willful misconduct of INDEMNITEES.

(b) If any action or proceeding is brought against INDEMNITEES by reason of any of the matters against which CONSULTANT has agreed to indemnify INDEMNITEES as provided above, CONSULTANT, upon notice from CITY, shall defend INDEMNITEES at CONSULTANT's expense by counsel acceptable to CITY, such acceptance not to be unreasonably withheld. INDEMNITEES need not have first paid for any of the matters to which INDEMNITEES are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by CONSULTANT

under SECTION 16 shall ensure CONSULTANT's obligations under this section, but the limits of such insurance shall not limit the liability of CONSULTANT hereunder. The provisions of this section shall survive the expiration or earlier termination of this AGREEMENT.

(c) If CONSULTANT's obligation to defend, indemnify, and/or hold harmless arises out of CONSULTANT's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, CONSULTANT's indemnification obligation shall be limited to CLAIMS that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT, and, upon CONSULTANT obtaining a final adjudication by a court of competent jurisdiction, CONSULTANT's liability for such claim, including the cost to defend, shall not exceed the CONSULTANT's proportionate percentage of fault.

SECTION 16. INSURANCE.

CONSULTANT agrees to obtain and maintain in full force and effect during the term of this AGREEMENT the insurance policies set forth in EXHIBIT "C" "INSURANCE" and made a part of this AGREEMENT. All insurance policies shall be subject to approval by CITY as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Administrator. CONSULTANT agrees to provide CITY with copies of required policies upon request.

SECTION 17. ASSIGNMENT.

The expertise and experience of CONSULTANT are material considerations for this AGREEMENT. CITY has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon CONSULTANT under this AGREEMENT. In recognition of that interest, CONSULTANT shall not assign or transfer this AGREEMENT or any portion of this AGREEMENT or the performance of any of CONSULTANT's duties or obligations under this AGREEMENT without the prior written consent of the CITY. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this AGREEMENT entitling CITY to any and all remedies at law or in equity, including summary termination of this AGREEMENT. CITY acknowledges, however, that CONSULTANT, in the performance of its duties pursuant to this AGREEMENT, may utilize subcontractors.

SECTION 18. CONTINUITY OF PERSONNEL.

CONSULTANT shall make every reasonable effort to maintain the stability and continuity of CONSULTANT's staff assigned to perform the services required under this AGREEMENT. CONSULTANT shall notify CITY of any changes in CONSULTANT's

staff assigned to perform the services required under this AGREEMENT, prior to any such performance.

SECTION 19. TERMINATION OF AGREEMENT.

(a) CITY may terminate this AGREEMENT, with or without cause, at any time by giving thirty (30) days written notice of termination to CONSULTANT. In the event such notice is given, CONSULTANT shall cease immediately all work in progress.

(b) CONSULTANT may terminate this AGREEMENT at any time upon thirty (30) days written notice of termination to CITY. In the event such notice is given, CONSULTANT shall cease immediately all work in progress.

(c) If either CONSULTANT or CITY fail to perform any material obligation under this AGREEMENT, then, in addition to any other remedies, either CONSULTANT, or CITY may terminate this AGREEMENT immediately upon written notice.

(d) Upon termination of this AGREEMENT by either CONSULTANT or CITY, all property belonging exclusively to CITY which is in CONSULTANT's possession shall be returned to CITY. CONSULTANT shall furnish to CITY a final invoice for work performed and expenses incurred by CONSULTANT, prepared as set forth in SECTION 4 of this AGREEMENT. This final invoice shall be reviewed and paid in the same manner as set forth in SECTION 4 of this AGREEMENT.

SECTION 20. DEFAULT.

In the event that CONSULTANT is in default under the terms of this AGREEMENT, the CITY shall not have any obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and may terminate this AGREEMENT immediately by written notice to the CONSULTANT.

SECTION 21. EXCUSABLE DELAYS.

CONSULTANT shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of CONSULTANT. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of CITY, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this AGREEMENT shall be equitably adjusted for any delays due to such causes.

SECTION 22. COOPERATION BY CITY.

All public information, data, reports, records, and maps as are existing and available to CITY as public records, and which are necessary for carrying out the work as outlined in the EXHIBIT "A" "SCOPE OF SERVICES", shall be furnished to CONSULTANT in every reasonable way to facilitate, without undue delay, the work to be performed under this AGREEMENT.

SECTION 23. NOTICES.

All notices required or permitted to be given under this AGREEMENT shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To CITY: Nicole Almaguer
City Manager
City of Albany
1000 San Pablo Avenue
Albany, CA 94706

To CONSULTANT: Dan Matthies
Vice President
Wood Rodgers, Inc.
180 Grand Ave., Ste 775
Oakland, CA 94612

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

SECTION 24. AUTHORITY TO EXECUTE.

The person or persons executing this AGREEMENT on behalf of CONSULTANT represents and warrants that he/she/they has/have the authority to so execute this AGREEMENT and to bind CONSULTANT to the performance of its obligations hereunder.

SECTION 25. BINDING EFFECT.

This AGREEMENT shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

SECTION 26. MODIFICATION OF AGREEMENT.

No amendment to or modification of this AGREEMENT shall be valid unless made in writing and approved by the CONSULTANT and by the CITY. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

SECTION 27. WAIVER

Waiver by any party to this AGREEMENT of any term, condition, or covenant of this AGREEMENT shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this AGREEMENT shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this AGREEMENT. Acceptance by CITY of any work or services by CONSULTANT shall not constitute a waiver of any of the provisions of this AGREEMENT.

SECTION 28. LAW TO GOVERN; VENUE.

This AGREEMENT shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in Alameda County. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Northern District of California, in San Francisco.

SECTION 29. CLAIMS.

All claims arising out of or related to this agreement must be presented not later than six (6) months after the accrual of the cause of action. Such claims shall be governed by the provisions of the Albany Municipal Code and such claims shall further be governed by the provisions of section 930.4 of the Government Code for the purposes of filing leave to present a later claim. It is further provided that subdivision (b) of section 911.4 sections 911.6 to 912.2, inclusive and section 946.6 are applicable to all such claims, and the time specified in this agreement shall be deemed the "time specified" in section 911.2 within the meaning of sections 911.6 and 946.6.

SECTION 30. W-9 FORM

Complete the attached EXHIBIT "D W-9 FORM" that will be removed from this contract and forwarded to our Finance Department for use during invoice processing.

SECTION 31. ENTIRE AGREEMENT.

This AGREEMENT, including the attached EXHIBITS "A" through "D", is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between CONSULTANT and CITY prior to the execution of this

AGREEMENT. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding. No amendment to this AGREEMENT shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SECTION 32. SEVERABILITY.

If any term, condition or covenant of this AGREEMENT is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this AGREEMENT shall not be affected thereby and the AGREEMENT shall be read and construed without the invalid, void or unenforceable provision(s).

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

CITY OF ALBANY:

By _____
Nicole Almaguer, City Manager

Date _____

CONSULTANT:

By  _____
(Authorized Officer)

Name: DAN MATTHEWS
Title: VICE PRESIDENT

By  _____
(Authorized Officer)

Name: Cheng Sao
Title: principal

APPROVED AS TO FORM:

Malathy Subramanian, City Attorney

Date _____

City of Albany Business License

BL # In process

Expiration Date: _____

ATTEST:

Anne Hsu, City Clerk

Date _____

May 28, 2024

David Lam, PE
 Associate Engineer
 City of Albany Public Works
 540 Cleveland Avenue,
 Albany, CA 94710
Dlam@albanyca.org
 510-559-4270

Re: City of Albany, Professional Engineering Services for Watershed Management Plan

Dear Mr. Lam

Wood Rodgers, Inc. (Wood Rodgers) is pleased to provide our services for the City of Albany Watershed Master Plan. We understand that the services to be provided will be in phases. The following revised scope will be for Phase 1.

Task 1 – Project Management

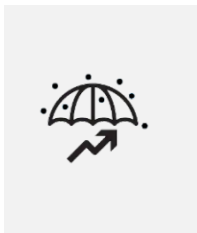
Wood Rodgers’ project manager will perform project management activities throughout the entire duration of the project.

Task 1.1 Project Work Plan

Wood Rodgers will use the proposal developed for this project as the basis to develop a detailed project work plan as the communication tool with the project team, City, and other stakeholders. The detailed work plan include:



Meetings and Presentations | Wood Rodger will maintain a constant and clear channel of communication by hosting bimonthly status meetings.





Risk Management | Risk management is perhaps the most integral part of the Wood Rodgers’ project management approach. The premise behind risk management is to identify scope, schedule, and cost related risks early, to identify means and methods to manage specific risks and lastly to identify the entity or person who will most likely be responsible for implementing any risk mitigation strategy. This will be accomplished through the development of a Risk Management Matrix.



Schedule Management | The Wood Rodgers’ project manager will prepare and maintain a critical path method (CPM) schedule, presented in a Gantt chart format, using Microsoft Project software. Each task and project milestone in the Scope of Work will be included in the schedule, so that the progress of each task milestone can be monitored.



Cost Management | All charges to the project will be monitored and controlled to assure that costs are kept within budget limitations. Wood Rodgers’ computerized BST10 enterprise system

	will be utilized to monitor and control budgets on a task-by-task and consultant/subconsultant basis. Monthly invoices will be prepared and submitted to the City.
	Progress Reports Monthly progress reports will be prepared and submitted to the City. Progress reports will cover work and tasks performed during the pay period, work forecast for the pay period to come, overall project progress, and identification of issues needing discussion and resolution.
	Quality Assurance/Quality Control Wood Rodgers will perform Quality Assurance/Quality Control (QA/QC) on the project. A project-specific QA/QC Plan will be prepared that will be administered by a quality manager. The quality manager is a senior-level experienced engineer who will provide independent review and approve all deliverables before they are submitted to the City.

Deliverable(s): Meeting Notes | Project Schedule | Monthly Progress Reports

Task 1.2 Kick-off Study

Prior to commencing any work, the Wood Rodgers' Team will meet with the City and any other stakeholders to kick off the project. The purpose of this kickoff meeting is to clearly define the goals of the project, to establish an understanding of the City's needs, to determine the standards and policies that apply to the project, and to refine the project's scope of work and budget. The meeting will also include an initial effort to collect data and to comprehend the City's understanding of the drainage system.

Deliverable(s): Kickoff Meeting Notes

Task 1.3 Public Meetings

Wood Rodgers will attend public, City Council and other meetings as requested and will prepare presentation materials. We will prepare presentation materials containing technical information, findings, and recommendations. The presentation materials will be developed by our landscape architects with graphical illustrations to express visual ideas, convey messages, educate the audience, and promote the project recommendations. We will use the materials to conduct up to five presentations to stakeholders as requested by the City.

Deliverable(s): Up to five presentations and materials

Task 2 – Field Data Gathering and Condition Assessment

Task 2.1 Updated GIS Inventory

Wood Rodgers will collect and compile data to support the project in an easily accessible, easily linkable, and easily understood geodatabase. Wood Rodgers will implement an innovative predictive inspection approach to strategically select inspection sites and minimize inspection efforts. The resulting findings will inform condition assessments and identify opportunities for improving maintenance activities.

Task 2.1.1 – Data Collection and Review

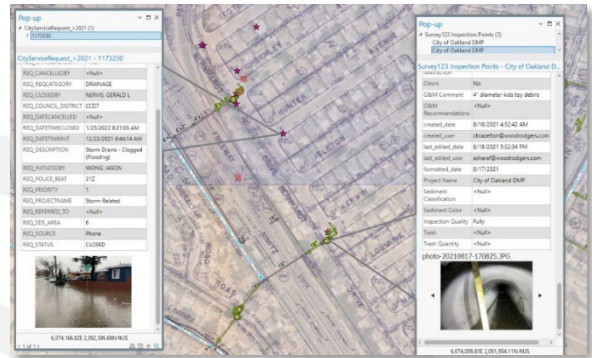
Wood Rodgers will collect and review the City's GIS geodatabase, parcel data, easements, historical flooding information, record drawings, maintenance documents, latest hydrologic and hydraulic data, land use, general plan, relevant reports, studies, plans, and supporting data to sufficiently update the City's drainage facility.

Wood Rodgers will also collect as-builts, survey, and the latest standards from Caltrans and other agencies to supplement missing data or “gaps” in the geodatabase. This information will be converted into the geodatabase. Data gaps will be documented on a map where necessary data is missing. The map will serve as a basis for determining which missing data is essential, and for prioritizing field inspection.

Work orders from operations and maintenance activities and anecdotal flooding incidents will be collected to verify flooding locations and extents, and to understand drainage facility operation issues.

Planned and existing capital improvement projects, green infrastructure facilities, low impact development (LID) projects, and existing full trash capture devices will be collected to assess the hydraulic impacts or benefits.

Wood Rodgers will review the collected data in the geodatabase and document on a map where necessary data is missing. For example, modeling a storm drain system will require the storm drain type, the storm drain diameter/dimensions, the storm drain length, and upstream and downstream inverts. The missing data will be noted. The map will serve as a basis for determining which missing data is essential.



Deliverable(s): Updated geodatabase | Data gap maps

Task 2.1.2 – Geodatabase Refinement

Wood Rodgers proposes to refine/design a geodatabase and to use it as the central repository for the City’s supporting data and results. Wood Rodgers has successfully used this approach for drainage master plan studies performed for public agencies throughout the Bay Area. This approach has improved quality, reduced redundancy, improved efficiency, and improved accessibility.

Wood Rodgers proposes to refine and enhance the City’s geodatabase to include comprehensive stormwater features, and hydrologic and hydraulic parameters for inventory, inspection, condition assessment, and modeling and reporting tasks. The geodatabase will be used to store and manage stormwater facility information; to identify missing information; to prioritize data collection, inventory, and condition assessment; and to facilitate geodatabase to modeling software import and export processes. This approach reduces the City staff’s reliance on modeling software.



Wood Rodgers will review the City’s existing geodatabase and recommend necessary refinement to capture all storm drain facility properties and conditions to be inspected. The refinements will be based on a comprehensive geodatabase with related tables and domain values that have already been designed and are being used for drainage systems in Valley Water, Alameda County, Marin County, the City of Berkeley, and the City of Oakland. Wood Rodgers modified the Esri file geodatabase using the Esri Local Government Information System Model as the basis, and then

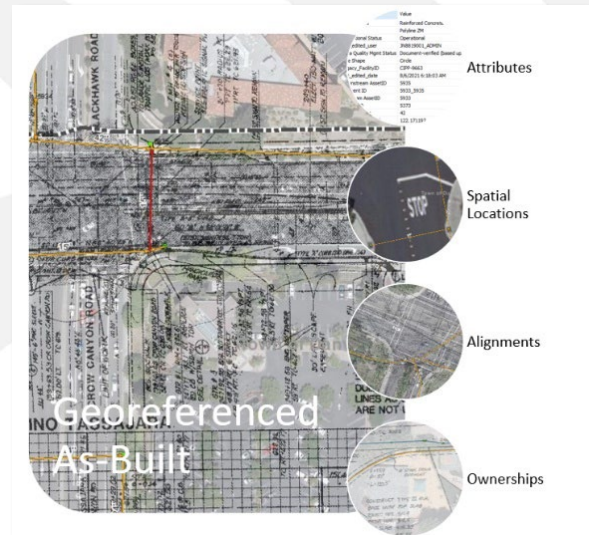
supplemented it with drainage feature datasets such as field surveys, topography, drainage facility (including storm drains, maintenance holes, pumps, open channels, structures, etc.), georeferenced as-built drawings, parcel maps, streets, municipal boundaries, photographs from field visits and inspections with photo locations, watersheds, land use data, soil data, and hydrologic and hydraulic parameter data.

Deliverable(s): Refined City's and reconciled geodatabase

Task 2.1.3 – Desktop Asset Inventory

Wood Rodgers will complete drainage facility properties in the geodatabase with record drawings and as-builts prior to field inspection. This has been proven to be the most cost-effective approach in other drainage studies and assessment projects when combined with limited field inspection data to provide a more complete inventory of pipe systems. This approach will also provide sufficient resolution and accuracy for the capacity and condition assessment. Based on Wood Rodgers' master plan experience, we will perform this task for **3 miles** of drainage facilities or approximately 20% of the City's total drainage facilities to sufficiently capture missing information.

Wood Rodgers will georeference record drawings and as-builts and use existing survey data (if any) to complete the geodatabase inventory of the City's systems. We will use NearMap, the City's latest ortho imagery, and Google Street View to locate facilities and to create or refine existing geometry. This approach provides horizontal accuracy between 1 and 3 feet, which is sufficient to determine maintenance hole, catch basin, and outfall structure locations and to estimate the connecting storm drain lengths. The latest LiDAR data will be used to determine the facility rim or ground elevations. Recent LiDAR data typically has sufficient point resolution and vertical accuracy (typically less than 3 inches) to determine elevations. The LiDAR derived facility rim or ground elevations will be used in conjunction with inspection data to verify the as-built data.



The spatially rectified facilities will be used in conjunction with the georeferenced as-builts to readjust storm drain alignments, and to identify other paved-over facilities, such as junction boxes and transition structures. The georeferenced as-builts will also be used to record storm drain materials, diameter/dimensions, lengths, and upstream and downstream inverts (both original and converted NAVD88 datum).

Wood Rodgers will flag facilities that do not have the appropriate public ROW or easements to the best of our ability.

The geodatabase will include an inventory of all the storm drains, grade breaks (storm drain invert slope changes), maintenance holes, outfalls, junction boxes, and transition structures.

Deliverable(s): Georeferenced as-builts for 4 miles of drainage facility | Updated geodatabase

Task 2.3 Flow Monitoring Work Plan

Wood Rodgers has previously participated in regional land use calibration efforts using flow gage data involving the City of San Jose, Valley Water, and Alameda County Flood Control District, resulting in relatively uniform percent imperviousness values for corresponding land uses. We will leverage this knowledge for developed areas and combine it with data from proposed gages for open or hilly areas, which exhibit high variability in infiltration rates and interflow.

Additionally, Wood Rodgers is currently collecting and analyzing gage data for the City of Berkeley Storm Drain Master Plan. This data could be directly applicable to the City of Albany, particularly for areas discharging from Berkeley. Leveraging our expertise and ongoing efforts for the Berkeley Storm Drain Master Plan, we propose a flow monitoring work plan to only install three flow gages strategically placed at major trunk systems, considering available data, gauge constraints, existing flooding hotspots, and other relevant information.

Deliverable(s): Flow Monitoring Work Plan for three pipe/stream gages

Task 2.4 Installation of Flow Meters

Upon the City's approval of the flow monitoring work plan, Wood Rodgers will purchase, install, and monitor three flow gaging stations for two continuous wet seasons to provide validation/calibration data for the concurrent drainage system model builds. The sites will be identified in close coordination with City staff. The sites would be equipped with depth and velocity sensors for flow measurement recording. Data processing can readily be expanded to included ongoing gaging installations in the lower Codornices Creek watershed for Berkeley, thus providing a comprehensive data set for the vast majority of the City drainage area.

Deliverable(s): Depth and flow data for three stations for two years

Task 3 – Watershed Management Plan

Task 3.1 System Assessment

Oversimplification of hydrology and hydraulics could cost the City 10-50% more on improvements than necessary. This is because most hydrologic methods are based on design rather than evaluation, resulting in peak flows that are too conservative. Wood Rodgers proposes developing a detailed and calibrated model to provide valuable insight into the existing capacity deficiencies, actual flood risks, and optimized solutions for improving the drainage facility capacity, leading to significant cost savings and improved outcomes for the city.

Task 3.1.1 – Catchments and Hydrologic Parameters

Catchment boundary accuracy is important for hydrologic modeling and runoff simulation for facility sizing. Wood Rodgers has developed an accurate catchment delineation tool that is being used by other public agencies like Marin County, Alameda County Flood Control District, and Santa Clara County Valley Water. The tool automates the delineation process, provides consistency, and minimizes human interpretation.

Wood Rodgers will use this customized tool to automate catchment delineation for **10 miles** of storm drain pipes. The pipe extent is determined based on the City's pipe sizes equal to or greater than 15 inches, which generally serve larger catchment areas. Pipe sizes smaller than 15 inches are generally oversized due to the City's minimum pipe size design standard of 12 inches.

This catchment tool will include topographic resolutions, range from steep valleys and incised channels to detailed curb, gutter and street crown geometries, and also the connectivity of storm drains and channels. The tool will be used to embed storm drain and channel networks in a newly created LiDAR Digital Elevation Model (DEM), and then create sub catchments at the confluences of lateral storm drains and trunks, major trunk confluences, and upstream ends of storm drain systems.

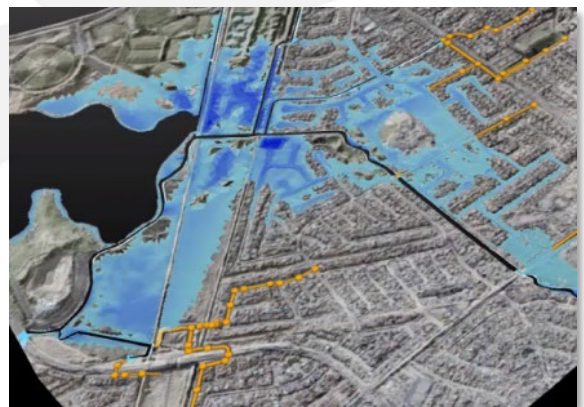


The tool will use the latest land use and soil maps in conjunction with the catchment delineations to develop hydrologic parameters. Catchments will be developed and analyzed for existing and future general plan land use.

Deliverable(s): Catchment boundaries and hydrologic parameters for 10 miles of pipes in existing and future conditions | Updated geodatabase

Task 3.1.2 – Hydraulic 1D and 2D Models

Wood Rodgers proposes to develop a detailed and fully integrated one-dimensional (1D) model for **10 miles** of storm drain pipes equal to or greater than 15 inches, **2 miles** of open channels, and two-dimensional (2D) floodplain model. Upon the City of Berkeley’s approval, we will use the model being developed for the Berkeley Storm Drain Master Plan as the basis for this project. The models will reflect the hydraulic interactions between storm drains and 2D floodplains, storm drains and open channels, and open channels and 2D floodplains. The model will have enough resolution to reflect most of the flood water performance within the drainage facilities in the City and understand and pinpoint the true capacity deficiency.



The City’s drainage facilities to the east are subjected to high velocities because of the steep terrain. Wood Rodgers will model appropriate junction bend losses to reflect the hydraulic performance and deficiency of the steep storm drains which are often overlooked in simplified models. Entrance and exit losses are also crucial within the interaction of storm drains, culverts, and open channels, and will be modeled to accurately account for the hydraulic performance.

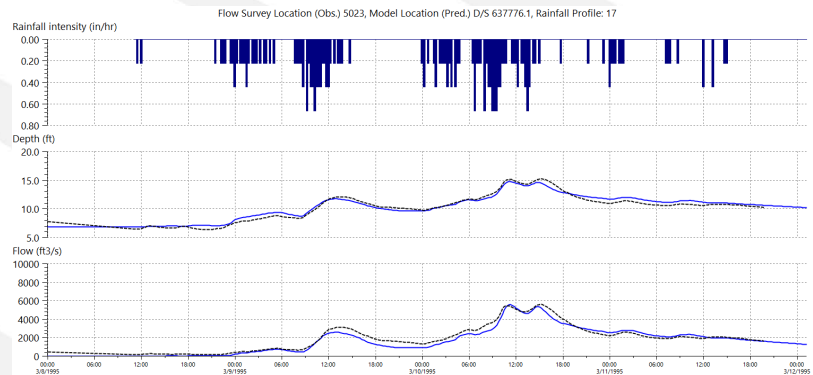
A detailed and accurate open channel model is crucial to understand the true capacity and deficiencies, and even the maintenance requirements. We will develop a detailed open channel model with the new LiDAR and construct detailed channel overbank elevation profiles to reflect accurate channel and 2D floodplain interaction during overbank flooding. The detailed open channel model can also be used to assess the frequency and extent of vegetation maintenance and the corresponding hydraulic impacts.

Wood Rodgers will develop 2D meshes to model floodplains up to a 100-year storm. A detailed flexible mesh will be developed and adjusted to capture the terrain resolution for street areas where conveyance and storage is important. The City's drainage facilities include both storm drains and street networks. The interaction between the two systems should be hydrodynamically modeled to properly assess the true combined drainage capacity. This complex calibrated (accurate), and flexible model will serve as a basis for the City for years to come.

Deliverable(s): Storm drain (up to 10 miles), open channel (up to 2 miles), and 2D floodplain hydraulic model

Task 3.1.3 – Model Calibration

A model cannot be used confidently, and proposed improvements can be grossly oversized without proper calibration. A properly calibrated hydrologic and hydraulic model will be consistent with and will match historical data, such as flow gage data, maintenance records, and anecdotal observations. The detailed models Wood Rodgers proposed in the tasks above will provide a platform to develop soundly calibrated hydrologic and hydraulic parameters that reflect the local conditions.



Hilly open space in the Bay Area typically contributes base-flow and interflow after storm events. Wood Rodgers has successfully identified and calibrated catchments with substantial base-flow and interflow using groundwater modeling features in software. With this previous experience, we will further calibrate the catchments for City's facilities to reflect the actual base-flow, interflow, and the total storm peak flow and to accurately reflect the actual performance of the flood system.

Wood Rodgers will collect and quality check rain gage, stream gage, and tide gage data for one wet season for model calibration. Wood Rodgers will select a wet season with the highest peak flow out of the two seasons. Wood Rodgers will refine the model's hydrologic and hydraulic parameters iteratively using the quality checked historical recorded data to ensure accurate model performance. The intent is to refine the model parameters so that the model's depth and flow results match the historical data before further analysis is conducted using hypothetical design storms as input.

Deliverable(s): Quality checked rain and stream gage data | Calibrated models for one wet season.

Task 3.1.4 – Design Storms and Tidal Boundary Conditions

Wood Rodgers has worked with Alameda County and is working with Marin County and the Cities of Berkeley and Oakland to develop appropriate design storms for minor as well as major drainage facilities sizing, taking into account the coincident tidal water boundary in San Francisco Bay as the tailwater conditions. Given the proximity of Albany to Berkeley and the hydrologic and hydraulic similarities between the two cities, Wood Rodgers proposes to apply this knowledge and approach to the project in Albany.

The design storm developed in the Berkeley Storm Drain Master Plan will be used (with Berkeley's approval) for this project. The storms will be coupled with tide water levels to model coincident storm events. Wood Rodgers will simulate accurate coincident design storm (2, 10, and 100-year) and tide boundary combinations in the hydraulic

model to assess the drainage system capacity and deficiencies. The model results will inform which combinations cause the most flooding within the drainage systems and the corresponding improvements. The high tide (100-year) boundary condition event will also be used to determine flood control improvements necessary for coastal flooding protection.

The tide water levels to be used as boundary conditions are based on a recently completed advanced 3D model (Delft3D) of the Bay calibrated to 70 years of tide records. The 3D model accounts for the mean sea level around Berkeley, astronomical tidal effects, and storm surge.

Deliverable(s): 2, 10, and 100-year Design Storms and Tidal Boundary Conditions Simulations

Task 3.1.5 – Capacity Deficiencies

The City's drainage system performance will be evaluated with the hydraulic results developed in **Task 3.1.4**. The drainage systems within the City will be evaluated with the appropriate design storm frequencies and the resultant floodplain extents, and then categorized into 2-, 10-, and 100-year deficiencies.

Deliverable(s): Deficiency map | Updated Geodatabase

Task 3.2 Project List and Budgeting

The following tasks are proposed to develop and prioritize improvement alternatives based on flood risk, cost-effectiveness, and social equity. Financial and grant funding analyses will then be conducted to formulate a reliable financing mechanism for implementing the improvement projects.

3.2.1 Risk for Capacity and Condition Deficiencies

Wood Rodgers will conduct a prioritization of storm drainage system improvements based on modeled capacity deficiencies and inspected condition deficiencies. The practice is to maximize the involvement of City staff in all critical decisions relating to developing the Capital Improvement Plan (CIP), including selecting appropriate design and performance criteria, evaluating alternatives, and prioritizing projects.

Where numerous projects are required to address maintenance, system capacity, and condition deficiencies, we have implemented more formal risk models that quantify the likelihood of capacity exceedance/failure and the associated consequences. Projects intended to address the highest risks in the storm drainage system will be given the highest priority in the CIP. The drainage facility flood risk for each of the deficient systems is calculated using the following formula:

$$\text{Flood Risk} = \text{Likelihood} \times \text{Consequence}$$

The calculated flood risks provide standard and quantifiable values to assist the City with prioritizing improvement projects for both condition and capacity deficient drainage systems. Wood Rodgers will use this risk model to calculate flood risks for the major deficient drainage systems in the City.

Deliverable(s): Project flood risk for 3 major systems

3.2.2 Improvement Alternatives and Costs

Wood Rodgers will develop improvement alternatives and cost estimates to address capacity and condition deficiencies. Once the risk of the deficiencies is determined, Wood Rodgers will develop up to **two** conceptual capacity alternatives for **three** major systems of deficiencies (as appropriate). Alternatives will vary per drainage system and may include new or upsized storm drainage pipes, diversions, detention, floodwalls, pump station improvements, and any combinations of the facilities. Multi-benefit improvement opportunities such as regional green infrastructure,

recreation, and culvert daylighting, and innovative flood control approaches such as tree canopy runoff reduction will be emphasized when developing improvement alternatives to increase capacity, improve water quality, and incorporate social benefits and climate change resiliency.

Improvement alternatives will be evaluated for both existing and future land use conditions. The improvement alternatives will be developed based on a watershed-wide approach rather than an individual site approach. This is necessary because a comprehensive CIP must demonstrate that alleviating deficiencies in one location will not exacerbate problems elsewhere in the system.

Conceptual design figures will be developed for each selected alternative to quantify the capital, permitting, administration, and construction management costs more accurately. Additionally, research will be conducted on right-of-way and easements (provided by the City), and utility conflicts.



Based on this information, a preferred improvement alternative will be recommended for each major system of deficiencies, taking into consideration the potential benefits, preliminary costs, constraints, and input from the City.

Deliverable(s): Conceptual design figures and costs, right-of-way and easements, utility conflicts, and environmental impacts for up to 3 projects

3.2.4 Improvement Prioritization

Wood Rodgers, in collaboration with the City and community stakeholders, will develop a capital improvement plan (CIP) to determine locations, schedules, and resources (land, labor, capital) for improvement projects. The improvement projects developed in **Task 3.2.2** will be prioritized using the flood risks developed in **Task 3.2.1**, life-cycle cost analysis, social equity benefits, environmental benefits, constructability, and funding availability.

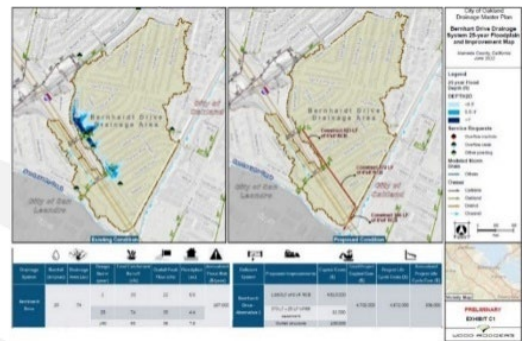
Recommended Improvements	Annualized Flood Risk (\$)	Annualized Project Life Cycle Cost (\$)	Annualized Risk/Annualized Project Life Cycle Cost	Prioritization Ranking
Middlefield Road	5.02 M	0.72 M	7.0	1
El Camino Real / Alto Lane	2.63 M	0.49 M	5.4	2
Arbor Road	1.01 M	0.35 M	2.9	3
Chrysler Drive	0.31 M	0.11 M	2.8	4
O'Brien Drive	0.09 M	0.06 M	1.5	5

A life-cycle cost analysis will be developed to calculate the total cost of improvements over their expected service life spans. It includes the costs of planning, constructing (capital), operating, and maintaining the facilities.

Wood Rodgers' consideration of **equity** as part of project prioritization would leverage a program that was developed for the diverse communities in the City of Oakland. The equity framework consists of six themes that cover broad areas of people's lives, including: 1) economy; 2) education; 3) public health; 4) housing; 5) public safety; and 6) neighborhood and civic life.

The right-of-way and easements, utility conflicts, and environmental impact investigations developed for the improvements will also be considered for prioritization.

Each of the components used in the prioritization process will be assigned with a weighting factor based on the City’s and community stakeholder input. The improvement projects with higher combined scores will be recommended over those with lower scores for CIP implementation. The project priority rankings and project costs will be used collectively to categorize improvement projects into 5-year (urgent), 10-year, and 30-year (low priority) planning-level capital improvement projects based on the City’s existing or planned financial resources.



Deliverable(s): Prioritized 3 capital improvement projects | CIP implementation schedule

Task 3.2.5 – Financial Analysis

Our team member, SCI, will begin with an analysis of the City’s current funding mechanisms and municipal code; as well as associated current and future revenue needs identified in previous tasks.

Next, a variety of potential funding mechanisms will be evaluated, for capital improvement projects developed within the Watershed Management Plan including special taxes (e.g., parcel taxes, user taxes, transient occupancy taxes, sales taxes), Proposition 218 balloted property-related-fees, non-balloted property-related fees, benefit assessments, regulatory fees, new development fees, service fees, and other non-balloted fees and revenues such as state and federal funding sources.

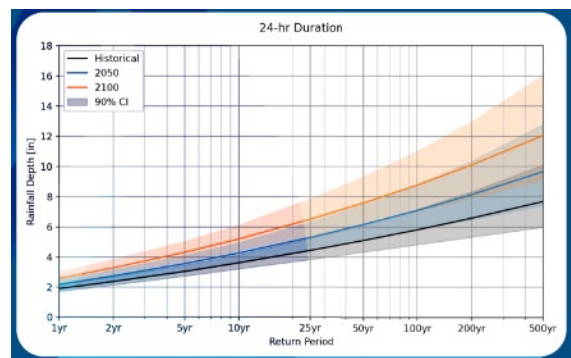
Each potential source will be studied and evaluated along with important attributes such as potential revenue generation, political viability, legal rigor, sustainability, legislative factors, costs of implementation and administration, future reliability, timeline, and compatibility with other funding mechanisms. This task will provide the City with all options, including balloted (fees, assessments, or special taxes) and several non-balloted options. Likely a portfolio approach to funding will be recommended. Impacts to both City and private property owners, debt proceeds and service payments, and recommended reserves will be evaluated.

Deliverable(s): PowerPoint Presentation | Financial Analysis Plan

Task 3.3 Climate Resiliency

The success and longevity of capital projects requires resilience and adaptation to extreme events that are becoming more frequent and intense in a changing climate. A first step in informing adaptation is an assessment of the storm drain system’s ability to respond to these extreme events when they occur. Wood Rogers will assess the storm drain’s performance with adjusted hydraulic and hydrologic boundary conditions to account for:

- Increased precipitation intensity for storm events
- Sea level rise and storm surge



- Potential reduction in storm sewer capacity due to increased infiltration from rising groundwater in response to sea level rise

Pathways will serve in an advisory role for the climate resiliency assessment and provide input on the use of best available science and future climate projections. For example, Pathways and LBNL's completed Extreme Precipitation Study provides locally relevant future precipitation information based on climate scenarios adopted by the IPCC for the 6th Assessment Report, including a high global emissions scenario (SSP5-8.5) and a more moderate emissions scenario (SSP2-4.5). This study can help the City understand how intense short-duration and intense long-duration storms may change as the climate continues to warm.

To address coastal hazards that can coincide with extreme precipitation events, Pathways can advise on appropriate tidal boundary conditions to use for hydraulic modeling and more qualitative assessments that consider both sea level rise and storm surge. The coastal boundary conditions will rely on the data sources highlighted in the Flood Risk and Sea Level Rise Adaptation Report, and the State of California *Sea Level Rise Guidance 2024 Science and Policy Update*, currently in draft and expected to be finalized by the Ocean Protection Council in June 2024. Pathways also completed existing and future condition mapping of the existing and future groundwater table in response to rising sea level rise, with coverage of the City Albany ¹. This information can be incorporated in the hydrologic and hydraulic modeling.

Wood Rogers will use the future condition precipitation, coastal, and groundwater information to evaluate system sensitivity to a plausible range of events to identify the key thresholds for increased localized and system-wide flood risk in both the near-term and long-term. In the near-term, increasing extreme precipitation may be the primary driver of localized flooding, with more widespread flooding occurring when extreme precipitation is coupled with elevated coastal water levels. However, as sea levels and the groundwater table rise, system-wide impacts could occur during moderate precipitation events. Understanding the conditions and thresholds that may trigger localized and/or system-wide flooding will assist the City in identifying near-term capital improvement projects and future adaptation strategies that can minimize the impacts of climate change. Climate resilience performance criteria will be developed to help quantify the resilience of the current storm drain system to climate change.

Wood Rodgers would model the existing drainage facilities in the climate change scenarios and quantify the capacity or level of service reduction. We will also model the proposed improvements identified in **Task 3.2** in the climate change scenarios and propose additional improvements necessary to address the deficiencies found in the climate change modeling conditions. The design criteria for additional improvements would consider factors such as project lifespan, asset criticality, project adaptability, environmental constraints, costs, and the City's risk tolerance.

Deliverable(s): Sea Level Rise & Precipitation Intensity Adjustments | Two Climate Change Modeling scenarios | Existing facilities capacity reduction | Additional improvements in climate change scenario

Task 3.4 Report

Documentation provided to the City will include a summary report and appendices documenting the storm drain inventory and condition assessment, design standards, hydrologic and hydraulic model development, capital maintenance and improvement plan, and financial analysis and grant funding. The appendices will include all the previously developed technical memoranda, documenting criteria, data sources, regulatory requirements, verification, database, condition assessment, hydrologic analysis, hydraulic analysis, calibration, reconciliation, and all

¹ <https://www.sfei.org/projects/shallow-groundwater-response-sea-level-rise>

necessary maps. Wood Rodgers will use a user-friendly and graphical presentation approach to convey complex information throughout the documents.

Wood Rodgers develops Master Plan Reports concurrently with the development of the study and provides draft copies throughout, in order to provide the client with the ability to provide input as it is developed.

Deliverable(s): Draft and Final Master Plan Report

The estimated fees are based on negotiated rates to be utilized for the scope of work identified above. The estimate fees and rates are confidential, and client will not disclose. Wood Rodgers proposes to perform the above-identified scope of work on a T&M basis for a total estimated fee of **\$441,708 T&M**.

Attached is **Exhibit A**, the Wood Rodgers standard hourly rate schedule for time and material work, and **Exhibit B**, the Cost Estimate for the Albany Watershed Management Plan Phase 1.

Sincerely,

Dan Matthies
Vice President, Wood Rodgers, Inc.

EXHIBIT A



OAKLAND FEE SCHEDULE

CLASSIFICATION	STANDARD RATE
Principal Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$345
Principal Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$305
Senior Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$285
Senior Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$275
Project Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$255
Project Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$240
Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$230
Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$220
Assistant Engineer/Geologist/Surveyor/Planner/GIS/LA*	\$190
Designer	\$105
Senior CAD Technician/Graphics Designer II	\$210
Senior CAD Technician/Graphics Designer I	\$195
CAD Technician/Graphics Designer	\$175
Project Coordinator	\$185
Administrative Assistant	\$165
Construction Manager	\$345
1 Person Survey Crew	\$250
2 Person Survey Crew	\$360
3 Person Survey Crew	\$460
Consultants, Outside Services, Materials & Direct Charges	Cost Plus 10%
Overtime Work, Expert Witness Testimony and Preparation	Rate Plus 50%

*LA = Landscape Architect

Blueprints, reproductions, and outside graphic services will be charged at vendor invoice. Auto mileage will be charged at the IRS standard rate, currently 67 cents per mile.

Fee Schedule subject to an escalation rate of 3.5% at the beginning of every calendar year starting January 1, 2025.

Exhibit B City of Albany Watershed Management Plan 5/23/2024 Wood Rodgers, Inc.				Wood Rodgers, Inc.												SCI	Pathways Climate	Consultant			Total		
				Prin Eng II	Prin Eng I	Senior Eng II	Sr. Env. Planner I	Project Eng II	Project Env. Planner	Engineer II	1 Person Survey Crew	2 Person Survey Crew	Senior Surveyor II	Senior GIS I	Project Coord.	Subtotal	Subtotal	Subtotal	Lump Sum	WR Mark Up 10%		Reimbursables	
Quantity	Unit	\$345	\$305	\$ 285	\$275	\$255	\$240	\$ 230	\$250	\$360	\$285	\$275	\$185										
Task 1. Project Management																							
Task 1.1	Project Work Plan	24	month	12	60	60								24	\$43,980								\$43,980
Task 1.2	Kick-off Study				4	4									\$2,360								\$2,360
Task 1.3	Public Meetings	5	meeting		10	10			10						\$8,200						\$200		\$8,400
Subtotal:				12	74	74			10				24	\$54,540							\$200		\$54,740
Task 2. Field Data Gathering and Condition Assessment																							
Task 2.1	Updated GIS Inventory																						
	2.1.1 Data Collection and Review				16	16			8				8		\$13,480								\$13,480
	2.1.2 Geodatabase Refinement				8	16			16				40		\$21,680								\$21,680
	2.1.3 Desktop Asset Inventory	4	mi		4	8			20				4		\$9,200								\$9,200
Task 2.2	Condition Assessment																						
	2.2.1 Storm Drain Assessment	50	structure		2	5			25						\$7,785								\$7,785
	2.2.2 Maintenance, Rehabilitation and Replacement Plan	13	project		12	25			25				8		\$18,015								\$18,015
Task 2.3	Flow Monitoring Work Plan				4	8									\$3,500								\$3,500
Task 2.4	Installation of Flow Meters	3	gage		8	8									\$4,720			\$60,000	\$6,000				\$70,720
Subtotal:				54	86			94				52	8	\$78,380			\$60,000	\$6,000				\$144,380	
Task 3. Watershed Management Plan																							
Task 3.1	System Assessment																						
	3.1.1 Catchments and Hydrologic Parameters	10	mi		5	5		10	20				8		\$12,300								\$12,300
	3.1.2 Task 5.2 Hydraulic 1D and 2D Models	10	mi pipe		5	5		15	35				10		\$17,575								\$17,575
		2	mi		2	6		12	20						\$9,980								\$9,980
	3.1.3 Model Calibration	1	event			30		24							\$14,670								\$14,670
	3.1.4 Design Storms and Tidal Boundary Conditions				6	6			8						\$5,380								\$5,380
	3.1.5 Capacity Deficiencies				4	4		12	12						\$8,180								\$8,180
Task 3.2	Project List and Budgeting																						
	3.2.1 Risk for Capacity and Condition Deficiencies	3	system		3	6			16						\$6,305								\$6,305
	3.2.2 Improvement Alternatives and Costs	3	system		4	24	30	75	72						\$52,935								\$52,935
	3.2.4 Improvement Prioritization				4	8	12		4						\$8,160								\$8,160
	3.2.5 Financial Analysis					4									\$1,220	\$15,782			\$1,578				\$18,580
Task 3.3	Climate Resiliency				4	18			24						\$11,870		\$18,230		\$1,823				\$31,923
Task 3.4	Report				20	80	40	40					20		\$56,600								\$56,600
Subtotal:				28	145	162		188	211			18	20	\$205,175	\$15,782	\$18,230		\$3,401				\$242,588	
Total				40	273	322		188	315	-	-	-	70	52	\$338,095	\$15,782	\$18,230	\$60,000	\$9,401	\$200		\$441,708	

**Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A. in the performance of your ongoing operations subject to such **written contract**; or
 - B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. the **written contract** requires you to provide the additional insured such coverage; and
 - 2. this **coverage part** provides such coverage.
- II.** But if the **written contract** requires:
- A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - B. additional insured coverage with "arising out of" language; or
 - C. additional insured coverage to the greatest extent permissible by law;
- then paragraph **I.** above is deleted in its entirety and replaced by the following:
- WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.
- III.** Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
- A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.
- IV.** The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
- A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V.** Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

20020005460755215544738



**Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement****Primary and Noncontributory Insurance**

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled DEFINITIONS is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury or property damage**; or
 2. the offense that caused the **personal and advertising injury**;for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

- C. This **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

22. PROPERTY DAMAGE – ELEVATORS

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3), (4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.
- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

WHO IS INSURED is amended to include as **Insureds** natural persons who are retired partners, members, directors or employees, but only for **bodily injury, property damage** or **personal and advertising injury** that results from services performed for the **Named Insured** under the **Named Insured's** direct supervision. All limitations that apply to **employees** and **volunteer workers** also apply to anyone qualifying as an **Insured** under this Provision.

24. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph **1.b.** is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph **1.d.** is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

25. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

26. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:



DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "**insureds**" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: WOOD RODGERS, INC.

Endorsement Effective Date: 10/01/2023

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION THAT THE NAMED INSURED IS OBLIGATED TO PROVIDE INSURANCE WHERE REQUIRED BY A WRITTEN CONTRACT OR AGREEMENT IS AN INSURED, BUT ONLY WITH RESPECT TO LEGAL RESPONSIBILITY FOR ACTS OR OMISSIONS OF A PERSON/ORGANIZATION FOR WHOM LIABILITY COVERAGE IS AFFORDED UNDER THIS POLICY

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "**insured**" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "**insured**" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.



WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: WOOD RODGERS, INC.

Endorsement Effective Date: 10/01/2023

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "**accident**" or the "**loss**" under a contract with that person or organization.



ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Person Or Organization

ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED.

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II - LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "**accident**" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.



WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.



BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that **Part One - Workers' Compensation Insurance G. Recovery From Others** and **Part Two - Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE - Refer to the Schedule of Operations

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is 2%.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.