

**MASTER SERVICE AGREEMENT FOR ON-CALL TRANSPORTATION
PLANNING AND TRAFFIC ENGINEERING
CONSULTANT SERVICES**

This Master Service Agreement (“**Agreement**”) is entered into this 21st day of April, 2020 (“**Effective Date**”), by and between the CITY OF ALAMEDA, a municipal corporation (the “**City**”), and **PARISI TRANSPORTATION CONSULTING**, a California Corporation, S-Corporation, whose address is **1936 UNIVERSITY AVENUE, SUITE 250, BERKELEY, CALIFORNIA 94704** (the “**Provider**”), in reference to the following facts and circumstances:

RECITALS

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. The City is in need of the following services: On-Call Transportation Planning and Traffic Engineering Consultant Services. City staff issued an RFQ on December 19, 2019 and after a submittal period of forty-three days received eighteen of timely submitted Statement of Qualifications. Staff reviewed the Statement of Qualifications, interviewed qualified firms, and selected the service providers that best meets the City’s Public Works Department needs.
- C. Provider submitted a Statement of Qualifications, dated January 30, 2020 (incorporated herein by reference).
- D. After negotiations, Provider agreed to perform services more particularly described in Exhibit “A” in return for the compensation described in this Agreement and Exhibit “B.”
- E. In reliance upon Provider’s representations regarding its qualifications, as set forth in Exhibit “C,” City finds that Provider has demonstrated the requisite qualifications, experience, training, and expertise to perform the requested services.
- F. It is anticipated that, as circumstances arise for which City requires Provider to provide services, City will issue “**Task Orders**” (in a form substantially similar to that set forth on Exhibit “D” attached hereto and incorporated by reference), which will more particularly describe the scope of services to be performed by Provider at such time and which will automatically be deemed a part of and incorporated into this Agreement.
- G. City and Provider desire to enter into an agreement for On-Call Transportation Planning and Traffic Engineering Consultant Services, upon the terms and conditions herein.

AGREEMENT

NOW, THEREFORE, in consideration of the forgoing, which are incorporated herein by reference, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Provider agree as follows:

1. TERM:

The term of this Agreement shall be three (3) years commencing on the 21st day of April 2020, and shall terminate on the 21st day of April 2023, unless terminated earlier as set forth herein.

This Agreement may be mutually extended after the initial three (3) year term, on a year-by-year basis, for up to two (2) additional one (1) year terms, at the sole discretion of the Public Works Director or authorized representative thereof (collectively, “**Public Works Director**”), based, at a minimum, upon satisfactory performance of all aspects of this Agreement. The Public Works Director may submit written notice that the Agreement is to be extended at the same terms and compensation as the initial Agreement.

2. COMPENSATION:

a. **“Not to Exceed” Compensation.** The compensation payable to Provider for requested services identified in this Agreement shall not exceed \$150,000 per year for each of the three (3) years for a total contract amount of \$450,000. At the end of the three (3) year term, City may extend the term of this Agreement for up to two (2) additional one (1) year periods with a not-to-exceed compensation amount of \$150,000 per year by providing advance written notice to Provider and written confirmation by Provider thereof. City reserves the right to not request any services of Provider during the entire duration of this Agreement. Provider shall only be paid for services performed under this Agreement to the extent authorized by the written Task Order approved by the Public Works Director. The City does not guarantee any specific amount of work, if any, or billable hours that will be preauthorized. No overhead or other expenses can be recovered for interim periods when Provider’s services are not utilized by City.

b. **Billing.** By the 7th day of each month, Provider shall submit to City an invoice for the total amount of work done during the previous month. The invoice shall identify the services performed, the charges for the services, the personnel who performed the services, the hours worked, hourly rates used, reimbursable expenses and the Public Work’s Director’s authorized representative, if any. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit “B.” Provider shall provide monthly invoices no later than thirty (30) days after the end of each month. City shall have no obligation to pay Provider for services performed more than 90 days prior to the date the City receives the invoice for services. City shall make monthly payments to Provider for services which are performed in accordance with this Agreement and to the satisfaction of City. Extra work must be approved in writing by the Public Works Director prior to performance of work and shall be paid on a “**Time and Material**” basis, as set forth in Exhibit “B”.

c. **Provider’s Failure to Perform.** In the event Provider performs services which do not comply with the requirements of this Agreement, Provider shall, upon receipt of written notice from City, re-perform the services (without additional compensation to Provider). If Provider’s failure to perform in accordance to this Agreement causes damage to City, Provider shall reimburse City for the damaged incurred (which may be charged as an offset to Provider’s payment).

3. SERVICES TO BE PERFORMED:

a. Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit "A" as requested. Provider acknowledges that the work plan included in Exhibit "A" is preliminary and does not commit City to request Provider to perform all or any tasks included therein.

b. At such time as services are needed by City from Provider, City will discuss with Provider the general parameters of the applicable scope of services. In response, Provider shall deliver to City, no later than ten (10) calendar days after the date of its discussion with City, a "**Preliminary Task Order**," which shall include a scope of work and cost of proposal for the services needed by City. Provider's proposal shall include a breakdown of estimated hours and a work schedule. No work shall be performed by Provider until the Preliminary Task Order is accepted in writing by City as evidenced by City's issuance to Provider of a final "**Task Order**." Consultant shall commence performance and complete all required services no later than the dates set forth in accordance with the approved, final Task Order.

4. TIME IS OF THE ESSENCE:

Provider and City agree that time is of the essence regarding the performance of this Agreement and the timing requirements set forth herein and in each Task Order shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Provider shall commence performance and shall complete all required services no later than the dates set forth in each Task Order. Any services for which times for performance are not specified in this Agreement or a Task Order shall be commenced and completed by Provider in a reasonably prompt and timely manner based upon the circumstances and direction communicated to Provider by City. Provider shall submit all requests for extensions of time to City in writing no later than ten (10) days after the start of the condition which Provider claims justifies such extension and not later than the date on which performance is due.

5. STANDARD OF CARE:

Provider shall comply with all applicable legal requirements, including, without limitation, all federal, state and local laws (including ordinances and resolutions), whether or not expressly referred to in this Agreement. Consultant shall perform services under this Agreement using a standard of care equal to the degree of skill and diligence ordinarily used by reputable professionals, with a level of experience and training similar to Provider, performing under circumstances similar to those required by this Agreement.

6. AUTHORIZED REPRESENTATIVES:

a. **City's Authorized Representative.** For the performance of services under this Agreement, Provider shall take direction from the Public Works Director or the City Engineer, unless otherwise designed in writing by the Public Works Director or the City Manager.

b. **Provider's Representative.** Provider understands that, in entering into this Agreement, City has relied upon the representations set forth in Provider's proposal regarding the qualifications of Provider's representatives. Accordingly, Provider shall not utilize any personnel other than those identified in Exhibit "C" without the prior written consent of City. Refer to section 14 of this Agreement regarding sub-providers.

7. INDEPENDENT PARTIES:

Provider hereby declares that Provider is engaged as an independent business and Provider agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Provider, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Provider's services. None of the benefits provided by City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave are available from City to Provider, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Provider. Payments of the above items, if required, are the responsibility of Provider.

8. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

Provider assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Provider shall indemnify, defend, and hold City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Provider.

9. NON-DISCRIMINATION:

Consistent with City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider and its employees, contractors, and agents shall not harass or discriminate against any job applicant, City employee, or any other person on the basis of any kind of any statutorily (federal, state or local) protected class, including but not limited to: race, religious creed, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition (ex. Cancer), genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, political affiliation, military and veteran status or legitimate Union activities. Provider agrees that any violation of this provision shall constitute a material breach of this Agreement.

10. HOLD HARMLESS:

a. Provider shall indemnify, defend, and hold harmless City, its City Council, boards, commissions, officials, employees, and volunteers ("**Indemnitees**") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("**Claims**"), arising from or in any manner connected to Provider's negligent, reckless or intentional act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence, recklessness or willful misconduct on behalf of the Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence, recklessness or willful misconduct is not found on the part of Provider. However, Provider shall not be obligated to indemnify Indemnitees from Claims arising from the sole negligence or willful misconduct of Indemnitees.

b. **Indemnification for Claims for Professional Liability Only:** As to Claims for professional liability only, Provider's obligation to defend Indemnitees (as set forth above) is limited as provided in California Civil Code Section 2782.8.

c. Provider's obligation to indemnify, defend and hold harmless Indemnitees shall expressly survive the expiration or early termination of this Agreement.

11. INSURANCE:

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with subsections 10A, B, C and D. Such certificates, which do not limit Provider's indemnification, shall also contain substantially the following statement:

"Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide ten (10) days' advance written notice to the City of Alameda. Attention: Risk Manager."

b. It is agreed that Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California.

c. Provider shall deliver updated insurance certificates to the City at the address described in Section 17.f. prior to the expiration of the existing insurance certificate for the duration of the term of Agreement. Endorsements naming the City, its City Council, boards, commissions, officials, employees, and volunteers as additional insured shall be submitted with the insurance certificates.



Provider Initials

A. COVERAGE:

Provider shall maintain the following insurance coverage:

(1) Workers' Compensation:

Statutory coverage as required by the State of California.

(2) Liability:

Commercial general liability coverage in the following minimum limits:

Bodily Injury: \$1,000,000 each occurrence
 \$2,000,000 aggregate - all other

Property Damage: \$1,000,000 each occurrence
 \$2,000,000 aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of \$2,000,000 will be considered equivalent to the required minimum limits shown above. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, and volunteers is required.

(3) Automotive:

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury:	\$1,000,000 each occurrence
Property Damage:	\$1,000,000 each occurrence

or

Combined Single Limit:	\$1,000,000 each occurrence
------------------------	-----------------------------

Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, and volunteers is required.

(4) Professional Liability:

Professional liability insurance which includes coverage for the professional acts, errors and omissions of Provider in the following minimum limits:

\$1,000,000 each occurrence

B. SUBROGATION WAIVER:

Provider agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, Provider shall look solely to its insurance for recovery. Provider hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Provider or City with respect to the services of Provider herein, a waiver of any right to subrogation which any such insurer of said Provider may acquire against City by virtue of the payment of any loss under such insurance.

C. FAILURE TO SECURE:

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Provider's name or as an agent of the Provider and shall be compensated by the Provider for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. ADDITIONAL INSURED:

City, its City Council, boards, commissions, officials, employees, and volunteers shall be named as an additional insured under all insurance coverages, except workers' compensation and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. SUFFICIENCY OF INSURANCE:

The insurance limits required by City are not represented as being sufficient to protect Provider. Provider is advised to consult Provider's insurance broker to determine adequate coverage for Provider.

12. CONFLICT OF INTEREST:

Provider warrants that it is not a conflict of interest for Provider to perform the services required by this Agreement. Provider may be required to fill out a conflict of interest form if the services provided under this Agreement require Provider to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

13. PROHIBITION AGAINST TRANSFERS:

a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager or his or her designee may consent or reject such request in his/her sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Provider, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Provider is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of the corporation.

14. APPROVAL OF SUB-PROVIDERS:

a. Only those persons and/or businesses whose names and resumés are attached to this Agreement shall be used in the performance of this Agreement. However, if after the start of this Agreement, Provider wishes to use sub-providers, at no additional costs to City, then Provider shall submit a written request for consent to add sub-providers including the names of the sub-providers and the reasons for the request to the City Manager at least five (5) days in advance. The City Manager may consent or reject such requests in his/her sole and absolute discretion.

b. Each sub-provider shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by the Provider. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement.

c. The requirements in this Section 13 shall not apply to persons who are merely providing materials, supplies, data or information which Provider then analyzes and incorporates into its work product.

15. PERMITS AND LICENSES:

Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City Business License that may be required in connection with the performance of the services and tasks hereunder

16. INFORMATION AND OWNERSHIP OF WORK PRODUCTS:

a. City has used reasonable efforts to deliver to Provider information necessary for Provider's performance of services under this Agreement. If Provider believes additional information is required, Provider shall promptly notify City and City will deliver to Provider all requested information in City's possession to the extent permitted by applicable law. Provider shall not claim delay in performance of work due to lack of information if additional information was not timely requested by Provider from City within seven (7) business days from the date of City's final Task Order.

b. All drawings, plans, reports, maps, specifications, calculations, documents and intellectual property developed, prepared or discovered by Provider (including its employees and sub-providers) in connection with this Agreement, whether complete or in progress (collectively "**work product**") are the property of City and shall be delivered to City at the completion of Provider's services or upon demand by City, whichever occurs first; provided that Provider may retain a copy of the work product.

c. City acknowledges that its use of the work product is for the purposes contemplated by the scope of work in this Agreement and each final Task Order and Provider makes no representation regarding the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

d. No report, information or other data given to or prepared or assembled by Provider pursuant to this Agreement shall be made available to any individual or organization by Provider without the prior approval of the City Manager or his/her designee.

e. Provider shall, at such time and in such form as the City Manager or his/her designee may require, furnish reports concerning the status of services and tasks required under this Agreement.

f. Provider shall correct, at no cost to City, any and all errors, omissions, or ambiguities in the work product submitted to City, provided City gives notice to Provider. If Provider has prepared plans and specifications or other design documents to be used in construction of a project, Provider shall be obligated to correct any and all errors, omissions or ambiguities in the work product discovered prior to and during the course of construction of the project. This obligation shall survive termination of this Agreement.

17. PROVIDER RECORDS:

a. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of Provider's performance under the Agreement, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by City that relate to the performance of the services and tasks under this Agreement (collectively the "**Records**").

b. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of City or its designees during regular business hours upon reasonable prior notice. City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of five (5) years after receipt of final payment.

c. If supplemental examination or audit of the Records is necessary due to concerns raised by City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Agreement or failure to act in good faith, then Provider shall reimburse City for all reasonable costs and expenses associated with the supplemental examination or audit.

18. NOTICES:

a. All notices shall be in writing and delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.

b. Each notice shall be deemed to have been received on the earlier to occur of: (x) actual delivery or the date on which delivery is refused; or (y) three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above (Sundays and City holidays excepted).

c. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.

d. All notices, demands, requests, or approvals from Provider to City shall be addressed to City at:

City of Alameda
Public Works Department
950 West Mall Square, Room 110
Alameda, CA 94501
ATTENTION: Donya Amiri, Principal Engineer
Ph: (510) 747-7973 / Fax: (510) 769-6030
Email: damiri@alamedaca.gov

e. All notices, demands, requests, or approvals from City to Provider shall be addressed to Provider at:

Parisi Transportation Consulting
1936 University Avenue, Suite 250
Berkeley, CA 94704
ATTENTION: David Parisi, PE, TE
Phone: (510) 343-6400 / Email: david@parisi-associates.com

f. All updated insurance certificates from Provider to City shall be addressed to City at:

City of Alameda
Public Works Department
950 West Mall Square, Room 110
Alameda, CA 94501
ATTENTION: Jeanette Navarro, Engineering Office Assistant
Ph: (510) 747-7932 / jnavarro@alamedaca.gov

19. SAFETY:

a. Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Provider will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. Provider's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

b. Provider will immediately notify City within twenty-four (24) hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. Provider will promptly submit to City a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of Provider's employee(s) involved in the incident; (iii) name and address of Provider's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

20. TERMINATION:

a. In the event Provider fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Provider shall be deemed in default in the performance of this Agreement. If such default is not cured within two (2) business days after receipt by Provider from City of written notice of default, specifying the nature of such default and the steps necessary to cure such default, City may thereafter immediately terminate the Agreement forthwith by giving to Provider written notice thereof.

b. The foregoing notwithstanding, City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Provider as provided herein.

c. Upon termination of this Agreement either for cause or for convenience, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination. The obligation of the parties under this Section 20.c. shall survive the expiration or early termination of this Agreement.

21. ATTORNEYS' FEES:

In the event of the bringing of any action or suit by a party hereto against the other party by reason of any breach of any covenants, conditions, obligation or provision arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its costs and expenses of the action or suit, including reasonable attorneys' fees, experts' fees, all court costs and other costs of action incurred by the prevailing party in connection with the prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to a judgment). For the purposes of this Agreement, reasonable fees of attorneys of the Alameda City Attorney's office shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the services were rendered who practice in Alameda County in law firms with approximately the same number of attorneys as employed by the Alameda City Attorney's Office.

22. COMPLIANCE WITH ALL APPLICABLE LAWS:

During the term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which the services or tasks are to be performed by Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by City.

23. CONFLICT OF LAW:

This Agreement shall be interpreted under, and enforced by the laws of the State of California without regard to any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities). Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

24. WAIVER:

A waiver by City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

25. INTEGRATED CONTRACT:

The Recitals and Exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements

of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both City and Provider.

26. CAPTIONS:

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

27. COUNTERPARTS:

This Agreement may be executed in any number of counterparts (including by fax, PDF, DocuSign, or other electronic means), each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

28. SIGNATORY:

By signing this Agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

29. CONTROLLING AGREEMENT:

In the event of a conflict between the terms and conditions of this Agreement and any other terms and conditions wherever contained, including, without limitation, terms and conditions included within exhibits, the terms and conditions of this Agreement shall control and be primary.

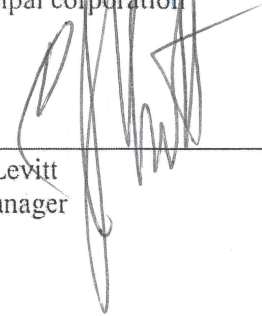
IN WITNESS WHEREOF, the parties have each caused this Agreement to be duly executed on its behalf as of the Effective Date.

PARISI TRANSPORTATION CONSULTING
a California Corporation, S-Corporation

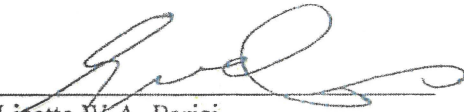
CITY OF ALAMEDA
a municipal corporation



David J. Parisi
President, CEO

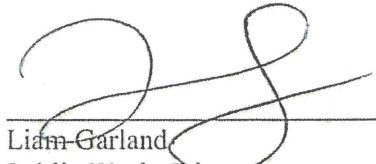


Eric J. Levitt
City Manager



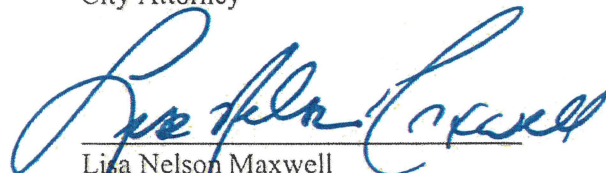
Lisette W.A. Parisi
Secretary, CFO

RECOMMENDED FOR APPROVAL



Liam Garland
Public Works Director

APPROVED AS TO FORM:
City Attorney



Lisa Nelson Maxwell
Assistant City Attorney

SCOPE OF SERVICES

The tasks listed under each sub-area represent the types of tasks most likely to be requested, but other tasks may be requested, as needed.

Sub-Area 1: Planning, Urban Design, and Architectural Services

The City is seeking consultants with extensive experience satisfactorily providing planning, urban design, and architectural services in the San Francisco Bay Area to work under the direction of City staff. Services requested may include but are not limited to the following general planning related development review and project management services:

1. Project and planning application review, small lot Residential Design Review, Planned Developments, Site Plan Review, Parking Exceptions, Tentative Tract Maps, Conditional Use Permits and other applications subject to the Permit Streamlining Act.
2. Architectural peer review and application of design standards.
3. Site planning and capacity studies for medium to large scale projects.
4. Zoning Code and General Plan amendments.
5. Written analysis and historical context statements about historic resources, including making determinations of significance, identifying character-defining features, and developing recommendations informed by City design guidelines and the Secretary of the Interior's Standards.

Sub-Area 2: Transportation Planning and Engineering Services

The City is seeking consultants with extensive experience satisfactorily providing transportation planning and engineering services in the San Francisco Bay Area to work under the direction of City staff. In particular, the City is seeking specialized experience in the planning, design, evaluation, and operation of transportation infrastructure that prioritizes pedestrian safety in the public right of way, the comfort and convenience of people walking, bicycling and using transit, and efficient traffic flow. Services requested may include but are not limited to the following:

A. Transportation Planning

1. Multi-modal transportation planning
2. Traffic and safety analysis, for all modes
3. Multimodal transportation modeling, monitoring and forecasting
4. Transportation Demand Management (TDM) Ordinance/Transportation Management Agency (TMA) management
5. Traffic Impact Analysis
6. Environmental Studies
7. Area-Wide Circulation Plans
8. Corridor Studies
9. Neighborhood Traffic Impacts

10. Policy Analysis
11. Master Plan Development
12. Strategic Transportation Plans

B. Traffic Engineering

1. Signal System Selection, Design, Deployment, Operation and Coordination
2. Bikeway Design (Class I – IV)
3. Bulb-outs Design
4. Intersection Modifications
5. Lighting Design
6. Traffic Simulation
7. Pedestrian Crosswalk Enhancement
8. Road Modification/Realignment
9. Traffic Circles Planning/Design
10. Traffic Control Plans
11. Warrant Studies
12. Traffic Operations Analysis

Sub-Area 3: Environmental Review Services

The City is seeking consultants with extensive experience satisfactorily providing environmental review services in the San Francisco Bay Area to work under the direction of City staff. Services requested may include but are not limited to the following:

1. Preparation of initial studies, draft environmental impact reports (EIRs), responses to comments/final EIRs, (mitigated) negative declarations, addenda to previous environmental documents, subsequent/supplemental EIRs, mitigation measures, mitigation monitoring and reporting programs, notices, and exemptions.
2. Issue-specific environmental studies (e.g. biological resources, transportation/traffic analysis, cultural and historic resources).
3. Vehicle Miles Traveled analysis.
4. Environmental consulting, including remedial investigations and design, and regulatory compliance.

Sub-Area 4: Financial/Economic Services

The City is seeking consultants with extensive experience satisfactorily providing land acquisition, real estate negotiation and development, affordable housing, residential, commercial, hotel, and marina development financial evaluation and negotiation support services in the San Francisco Bay Area to work under the direction of City staff. Services may include but are not limited to the following:

1. Analysis of new or existing assessment districts
2. Fiscal impact analysis for City services

Exhibit A

3. Financial analysis for development and leasing programs
4. Affordable housing finance
5. Infrastructure finance
6. Negotiation support for development proposals, including pro forma analysis
7. Development impact fee analysis, nexus studies, and other reports required by the Mitigation Fee Act
8. General real estate consulting

Section 3: Fee Structure

Parisi Transportation Consulting's hourly rate schedule is shown to the right. These rates shall be in effect for the duration of the Professional Services Contract (one-year).

Please note that reimbursable expenses could include, but not be limited to, transportation charges, reproduction services, shipping expenses, and subcontractor fees (e.g., traffic counts). Mileage charges would be charged at the prevailing IRS rate per mile.

Principal Consultant	\$270.00
Managing Consultant	\$225.00
Senior Consultant	\$185.00
Consultant	\$160.00
Associate Consultant	\$135.00
Technician	\$110.00

Section 4: Client References

References for transportation planning and traffic engineering services provided by Parisi Transportation Consulting are provided in Attachment 1. All references are from California municipalities where Parisi has provided on-call transportation planning and traffic engineering services.

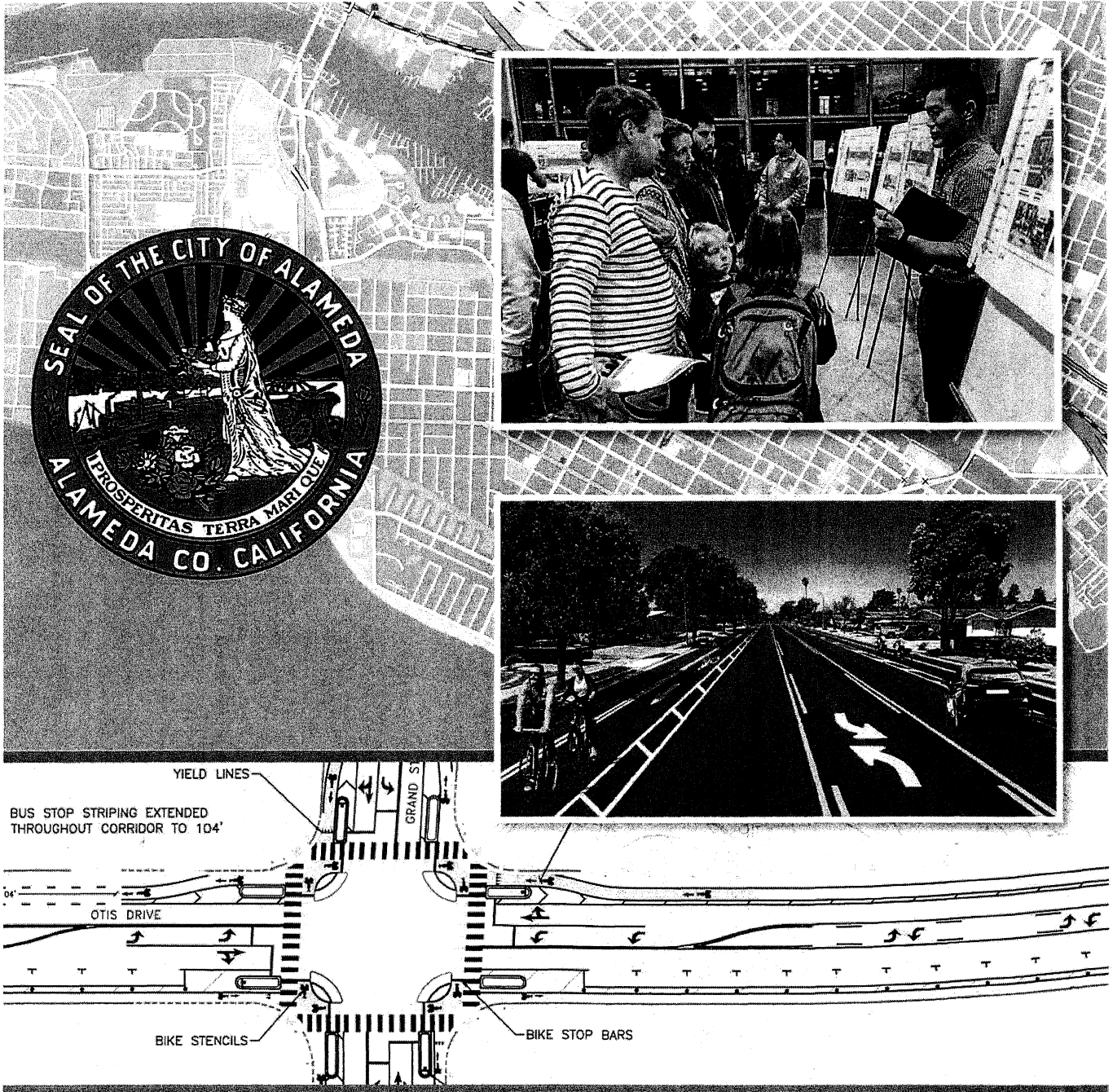
Section 5: City of Alameda Local Business Preference

Parisi Transportation Consulting is located in Berkeley with firm roots in the East Bay, including Alameda. We have enjoyed our experience working in Alameda and sincerely look forward to working with city staff from Alameda again.

Section 6: Alameda County Local Business Certification

Parisi Transportation Consulting has been certified by the Alameda County Auditor in Alameda County's Small, Local, Emerging Business (SLEB). Our certification as a Small Business for the period of July 1, 2018 through June 30, 2020 is provided in Attachment 2.

City of Alameda On-Call Consulting Services for Transportation Planning and Engineering Services



Section 1: Letter of Intent



Mr. Brian McGuire
City of Alameda
Department of Planning, Building and Transportation
2263 Santa Clara Avenue; Room 190
Alameda, CA 94501

Subject: On-Call Transportation Planning and Engineering Consultant Services for City of Alameda

Dear Mr. McGuire and Members of the Selection Panel:

Parisi Transportation Consulting is excited to submit our qualifications to provide on-call Transportation Planning and Engineering Services for the City of Alameda. Our experience working on projects for Alameda, including on the current Otis Drive Traffic Calming and Safety Improvement Project, has been extremely positive for us; we have enjoyed the collaboration with your staff and appreciate the alignment of our philosophy and passion for safety, comfort and convenience for all travel modes. I appreciate that Parisi is being considered as one of Alameda's On-Call Transportation Planning and Engineering consulting firms with the following Statement of Qualifications.

The following sections respond to the Letter of Interest submittal content required as part of the December 19, 2019 Request for Qualifications document:

COMPLETE ENTITY INFORMATION

Name of Firm: Parisi Transportation Consulting, Inc.

Firm's Principal Place of Business:

1936 University Avenue; Suite 250, Berkeley CA 94704

Contact Person: David Parisi, PE, TE

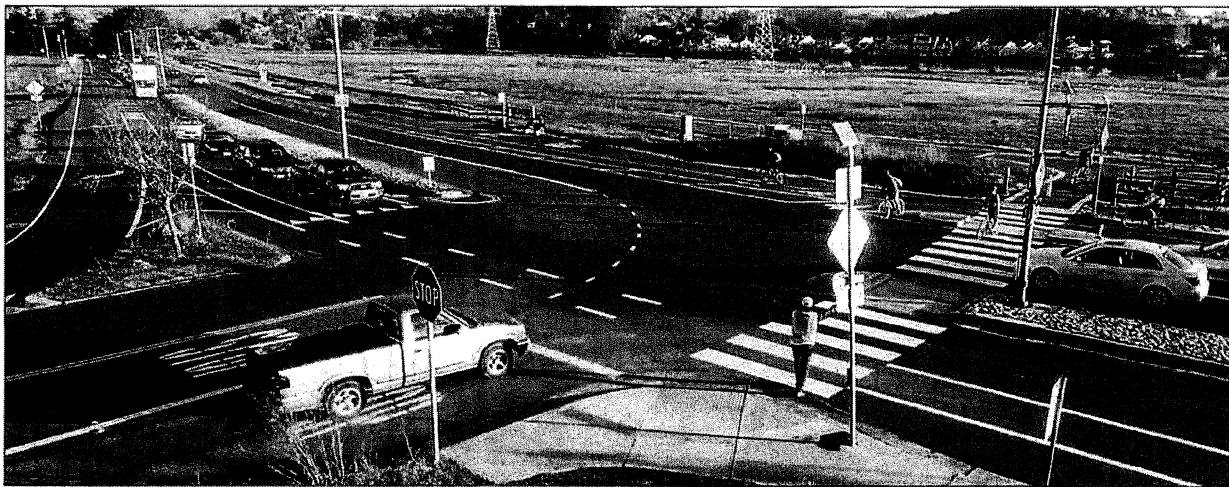
Phone Number: 510/343-6511

Facsimile Number: N/A (as stated in the Letter of Interest submittal content required as part of the December 19, 2019 Request for Qualifications document)

CONSULTANT COMMITMENT OF AVAILABILITY

We commit to performing the services as described in the City of Alameda's Request for Qualifications (RFQ) for On-Call Consulting Services for Transportation Planning and Engineering Services document, dated December 19, 2019, and we have the availability and time to dedicate the personnel and resources required to provide these services.

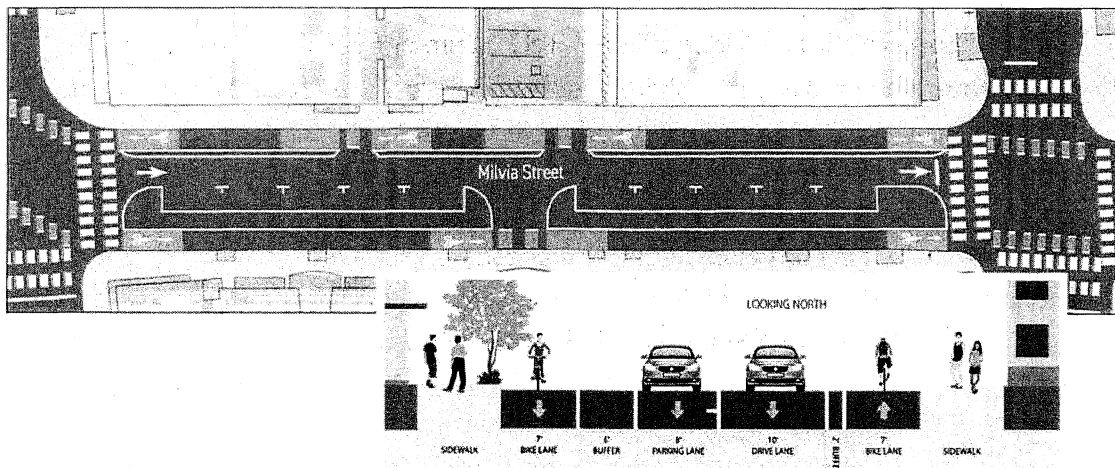
We offer you a dedicated and experienced team committed to enhancing cities throughout the Bay Area, including Alameda, by improving safety and comfort for all modes of transportation and by eliminating barriers for people on foot,



bike and transit through technically feasible and innovative planning and engineering practices. David Parisi specializes in developing Complete Street, transit and transit-oriented development, traffic calming and Safe Routes to School projects. Andrew Lee has years of experience preparing innovative and creative technical solutions to complex roadway safety projects across the Bay Area. Finally, Patrick Golier has substantial planning experience developing and implementing Complete Streets projects, including on San Francisco's most constrained corridors, as well as managing large capital programs such as that city's Traffic Calming program.

In addition to the core team that would be dedicated to working with City Staff we have a deep bench of experienced project managers and staff who apply sound practices as well as creativity and innovation to our projects. Our proposal includes billing rates for all personnel categories that may work under this agreement.

Our firm's primary focus and mission is in serving public sector clients such as the City of Alameda. Our practice includes experience in all of the transportation planning and engineering tasks listed in the city's Request for Qualifications.



OUR QUALIFICATIONS

Parisi Transportation Consulting exceeds the minimum qualifications as outlined in Section III of the RFQ document. More specifically:

- Parisi Transportation Consulting has 15 years of experience providing the desired services for municipalities and other public entities throughout the Bay Area; and
- Parisi Transportation Consulting is registered, and is in good standing, with the California Secretary of State.

Parisi's traffic engineers, civil engineers and transportation planners provide a full range of planning and engineering services for public agencies, often on an on-call basis or as an extension of city staff. We are very proud to serve a number of municipal agencies through the San Francisco Bay Area, many of which face similar challenges and opportunities as Alameda. These issues include questions on how to provide multimodal travel options, improve safety for people on foot and on bikes, facilitate effective public transit service, accommodate new and emerging travel modes, ensure efficient traffic flow and implement projects with limited funds.

ADHERENCE TO PROVISIONS

Parisi Transportation Consulting will adhere to all of the provisions as described in the December 19, 2019 Request for Qualifications document.



SERVICE PROVIDER AGREEMENT

Parisi Transportation Consulting does not have any questions or concerns with the standard service provider agreement as attached as Attachment A in the Request for Qualifications document.

PRIMARY CONTACT AND LEGAL REPRESENTATION

I will be the City's main point of contact to assure success on all project assignments. The City can call me at any time by phone at 415/649-6000 or via email at david@parisi-associates.com. Additionally I am the legal representative of the company, and as such am authorized to bind the firm to an agreement in the event of an award.

CLOSING

The following sections in our Statement of Qualifications provides more information on our experience and expertise. We are thrilled to be able to share this experience with the City of Alameda and excited at the possibility of continuing to work together in the future.

Again, I appreciate the opportunity for consideration for this important suite of services with the City of Alameda and am happy to provide additional information if requested.

Sincerely,



David Parisi, PE, TE
Principal

Section 2: Relevant Experience of Key Personnel and the Firm

PROPOSED STAFF

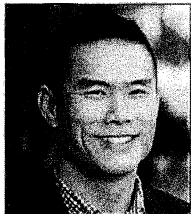
Key team members who will interact with City of Alameda staff include David Parisi, Andrew Lee, and Patrick Golier. These staff members will support one another and work with Parisi Transportation Consulting's transportation planning, traffic engineering and civil engineering specialists. Resumes are attached for the project managers.

David Parisi, PE, TE



David Parisi is a registered Civil Engineer and Traffic Engineer with over 30 years of experience in traffic engineering, transportation planning, civil engineering, and project management. He has provided project management and general engineering services to dozens of municipalities, including Alameda and other cities and towns in Alameda County. David is currently managing the Otis Drive Traffic Calming project for the City. His experience includes leading multi-disciplinary transportation projects from inception through design and construction. These include multimodal corridor and intersection plans, area-wide circulation studies, transit projects, roadway and interchange feasibility analyses, access planning for pedestrians, bicyclists and people with disabilities, localized traffic impact evaluations, and transportation system improvements. David founded Parisi Transportation Consulting 18 years ago.

Andrew Lee, PE, TE



Andrew Lee is a registered Civil Engineer and Traffic Engineer with 13 years of experience in traffic engineering, transportation planning, civil engineering, and project management. His work encompasses a wide variety of project types and phases, spanning from initial transportation planning and conceptual design; to detailed traffic and civil designs, plans, specifications, and cost estimates; and Caltrans permitting. Andrew specializes in developing innovative and creative designs for multimodal traffic, including vehicular and bicycle roundabouts, one- and two-way separated bikeways, multiuse paths, and ADA-retrofits to pedestrian facilities. Andrew has over five years of experience at Parisi Transportation Consulting.

Patrick Golier



Patrick Golier has 15 years of experience as a Transportation Planning leader with an emphasis on managing multi-modal active-transportation projects as well as leading policy development. He has extensive experience managing staff in planning, designing and implementing transportation projects, including transformative multi-modal capital projects on some of San Francisco's most complex and constrained corridors, including on The Embarcadero and Upper Market Street. While working in San Francisco Patrick headed the citywide Traffic Calming program. He also led the development and launch of a 'Play Streets' street closure program to promote safe play, active lifestyles, and community-building in many of San Francisco's underserved communities. Patrick has extensive international experience as well, having worked for the New Zealand Transport Agency in Wellington, New Zealand; and the District of North Vancouver, in British Columbia, Canada. Mr. Golier joined Parisi Transportation Consulting in 2019.

Supporting Staff



David, Andrew and Patrick will be supported by Jeffrey Martin, PE, Jasmine Stitt, EIT, David Hoffman, Andres Gonzales, EIT, Joshua Handel and Bri Adams.

Project Manager Resumes



DAVID PARISI, PE, TE TRAFFIC ENGINEER / CIVIL ENGINEER

David Parisi manages a variety of challenging transportation projects throughout the West Coast. Mr. Parisi's 34 years of experience include various aspects of transportation and environmental planning, and civil and traffic engineering. He spearheads multi-disciplinary transportation projects from inception through design and development. These projects include: environmental assessments in accordance with NEPA and CEQA; highway, railway, and multi-modal corridor studies; area-wide traffic circulation studies; rail transit projects; roadway and interchange feasibility analyses; access planning for pedestrians, bicyclists and people with disabilities; localized traffic impact evaluations; and transportation system improvements.

David Parisi specializes in developing Complete Street, transit and transit-oriented development, traffic calming and Vision Zero, and Safe Route to School projects. His relevant experience in these areas includes:

MULTIMODAL PLANNING & DESIGN

- Otis Drive Traffic Calming Safety Project, Alameda: Project Manager
- Better Market Street Plan, San Francisco: Project manager
- Miller Avenue Plan, Mill Valley: Project manager
- Bridgeway Multimodal Project, Sausalito: Project manager
- 19th Avenue/Park Presidio Transportation Plan: Project manager
- Front Street (SR 22) Main Street Project, Salem: Traffic engineer
- Tacoma Main Street Project, Portland: Traffic engineer

TRANSIT PLANNING & DESIGN

- Geary Corridor Bus Rapid Transit, San Francisco, Project manager
- Cascade Station TOD, Portland: Project manager
- Third Street Light Rail Project, San Francisco: Transportation engineer
- Loma Rica Ranch TND, Grass Valley: Transportation engineer
- Portland-Vancouver High Capacity Transit: Transportation engineer
- AirMAX Light Rail Project, Portland: Transportation engineer

TRAFFIC CALMING & SAFETY

- Marin County Systemic Safety Analysis Report, Marin County: Project manager
- Traffic Calming Guidebook Development, Various Cities: Manager
- San Jose Schools Traffic Calming Program, San Jose: Project manager
- San Francisco Vision Zero Ramp Intersections Study, San Francisco: Principal-in-Charge

- Golden Gate Park Traffic Calming Plan, San Francisco: Manager
- Sacramento Vision Zero Citywide Project, Traffic engineer

SAFE ROUTES TO SCHOOL

- Marin County SR2S Program, Marin County: Program manager
- Santa Barbara SR2S Project, Santa Barbara: Transportation engineer
- ITE School Safety Task Force, California: Committee chair
- Safe Routes to School Training Workshops, National: Project manager
- California Statewide Safe Routes to School Committee: Member
- Pasadena Suggested Routes to School Program: Project manager

PROFESSIONAL HIGHLIGHTS

- Registered Civil Engineer and Traffic Engineer
- 30 years of experience
- Certified Walkable Community Workshop Trainer (Caltrans and Dept. of Health Services)
- National trainer in Traffic Calming and Safe Routes to Schools
- Developed National Safe Routes to School Training Course for FHWA and the Pedestrian and Bicycle Information Center (PBIC)
- Member of ITE, WTS and CNU
- Past president of 700-member Bay Area Section of Institute of Transportation Engineers

EDUCATION

- B.S. Civil Engineering, Colorado State University, 1985

PUBLICATIONS

- NACTO Urban Bikeway Design Guide, 2013
- "Transportation Practitioners – Stakeholders in Safer Routes to School", ITE Journal, 2012
- "Transportation Professionals Get Involved with Safe Routes to School", ITE Journal, 2005
- "Transportation Tools to Improve Children's Health and Mobility", CA DHS, OTS and LGC, 2003
- "A Community-Driven Approach to Traffic Calming", ITE 2001
- "What is 'Trip Capacity' and Why is it Important in Mixed Use Transit Oriented Development?", Railvolution 2001
- "Can An Arterial Roadway Be A Main Street", ITE International Conference 1999.
- "Prioritizing Multi-Modal Projects", Pro Walk International Conference, 1996



ANDREW LEE, PE, TE

TRAFFIC ENGINEER / CIVIL ENGINEER

Andrew Lee has 13 years' experience and serves as Parisi's project manager and lead traffic engineer for a variety of complete streets projects. His work includes conceptual through detailed design of complete streets corridors, safety studies for schools and high-collision corridors, bicycle and transportation master plans, traffic signal analysis and design, plans, specifications, and cost estimates (PS&E); and Caltrans permitting. His project highlights include vehicular and bicycle roundabouts, one and two-way separated bikeways (cycletracks), multiuse paths, and ADA-retrofits to transit stations and pedestrian facilities. Andrew designed the first bike box project on a Caltrans facility in District 4. He is managing the consultant transportation teams for the Better Market Street project and the South of Market (SoMa) Vision Zero Phase 1 and 2 projects for the City and County of San Francisco. Andrew has prepared plans, specifications and cost estimates for multi-use pathways, separated bikeways, bulb-outs and ADA-compliant curb ramps, rectangular rapid flashing beacons, and pedestrian hybrid beacon assemblies.

Andrew Lee specializes in Complete Streets planning and design, transit and transit-oriented development, transportation element updates, and Safe Routes to School projects. His relevant experience in these areas includes:

ACTIVE TRANSPORTATION PLANNING AND DESIGN

- Milvia Street Bikeway Design, Berkeley: Project manager
- Kains / Adams Bikeway Study, Albany: Transportation Engineer
- San Pablo Ave. Bike Gap Closure Study, Albany: Transportation Engineer
- BART Bicycle and Pedestrian Access Study: Lead consultant engineer
- Marin Transit Bus Stop Improvements, Larkspur: Project manager
- Walk-Bike Daly City: Lead designer
- Fremont Systemic Safety Analysis Report, Fremont: Lead designer
- San Francisco Bay Trail-Napa Valley Vine Trail Gap Closure, Vallejo: Transportation Engineer
- Tiburon Blvd./SR 131 Bike Box Design, Tiburon: Lead designer
- Central Marin Ferry Connector Extended Roundabout Design, Larkspur: Designer
- Napa Valley Vine Trail Crossing Study, Napa: Lead designer

COMPLETE STREETS

- Sacramento Street Complete Street Project, Berkeley: Lead consultant project manager and traffic engineer
- Hearst Ave. Complete Street Project, Berkeley: Lead consultant traffic engineer
- Sir Francis Drake Pavement Rehabilitation Project, Marin County: Lead consultant traffic engineer
- Better Market Street TIS/EIR, San Francisco: Transportation consultant team project manager
- Vision Zero Ramp Intersections Study, San Francisco: Consultant Team project manager
- Yerba Buena Island / Treasure Island Freeway Ramps Study, San Francisco: Traffic engineer
- Alemany Circle Engineering Feasibility Study, San Francisco: Transportation engineer
- Kearny Street Multimodal Implementation Plan: Portsmouth Square, San Francisco: Lead transportation engineer

PROFESSIONAL HIGHLIGHTS

- Registered Civil Engineer and Traffic Engineer
- 13 years of experience
- California Traffic Control Devices Committee (CTCDC) 2015 quarterly meeting presenter, "Experimental Treatment, SR 131-Blackfield Bike Boxes"
- California by Bike 2013 Conference Presenter, "SFMTA Bicycle Strategy"
- UCLA Complete Streets 2013 Conference Presenter, "Building a Better Market Street"
- SF Bay ITE 2013 monthly meeting presenter, "Geary Bus Rapid Transit Project"
- SPUR SF 2012 presenter, "Geary Boulevard"

EDUCATION

- M.A. Urban Planning, UCLA, 2010
- B.S. Civil Engineering,
- Cal Poly SLO, 2002
- UC Berkeley Extension, Project Management, 2013

PUBLICATIONS

- "Commute Distance and Ethnic Neighborhoods", TRB 2010



PATRICK M. GOLIER
TRANSPORTATION PLANNER

Patrick Golier has 15 years of experience as a Transportation Planning leader with an emphasis on managing multi-modal active-transportation projects, as well as leading policy development. He has extensive experience managing staff in planning, designing and implementing transportation projects, including for transformative multi-modal capital projects on some of San Francisco's most complex and constrained corridors, including on The Embarcadero and Upper Market Street. He led successful outreach efforts for these and other projects, which included engagement with key stakeholders including members of the public, elected officials, emergency response departments and public transit officials. While at the San Francisco Municipal Transportation Agency (SFMTA) Patrick headed the citywide traffic calming program; setting policy direction, establishing funding priorities and executing the program to the public. He also led the development and launch of a 'Play Streets' street closure program to promote safe play, active lifestyles, and community-building in many of San Francisco's underserved communities. In addition, Patrick has extensive international Transportation Planning experience, having worked for the New Zealand Transport Agency in Wellington, New Zealand; and the District of North Vancouver, in British Columbia, Canada.

TRANSPORTATION PLANNING

- Marin County Travel Safety Plan, Marin County, Transportation Planner
- Larkspur General Plan Update, Larkspur, Project Manager
- Play Streets, San Francisco: Program manager
- Christchurch Earthquake Recovery Authority advisor, Christchurch, New Zealand: Transportation planner
- Pedestrian Master Plan, North Vancouver, Canada: Project manager
- Official Community Plan development, North Vancouver, Canada: Transportation planner

MULTIMODAL PLANNING & DESIGN

- Yerba Buena Island Multimodal Access Project, San Francisco, Transportation Planner
- Embarcadero Enhancement Project, San Francisco: Project manager
- City of Sacramento School Safety Study Project, Sacramento, Project Manager

- Upper Market Street Safety Project, San Francisco: Project manager
- Octavia Boulevard Enhancement Project, San Francisco: Transportation Planner
- Taraval Street Bicycle Lane Project, San Francisco, Project manager
- Lower Lynn Improvement Project, North Vancouver, Canada: Transportation planner

TRAFFIC CALMING & SAFETY

- Belle Haven Neighborhood Traffic Management Plan, Menlo Park, Project Manager
- Residential Streets Traffic Calming Program, San Francisco: Program manager
- Safe Streets for People with Disabilities, San Francisco: Program manager
- Laurel Heights/Jordan Park Traffic Calming Project, San Francisco: Program manager
- Golden Gate Park Traffic Safety Project, San Francisco: Project manager
- West Portal Traffic Calming Project, San Francisco: Project manager
- Safer Journeys for Motorcycling, Wellington, New Zealand: Program manager

PROFESSIONAL HIGHLIGHTS

- Caltrans District 4 Pedestrian Advisory Committee Member
- 15 years of transportation experience

EDUCATION

- M.A. in Urban Planning, USC 2014
- B.A. in Economics, University of Michigan, 1990

PUBLICATIONS

- "Summary of Overall Socioeconomic Status Change of the Foreign Born Population in Los Angeles," Population Dynamics Research Group Working Paper No. PDRG04-02, P. Golier, J. Park, and D. Myers

FIRM DESCRIPTION

Parisi Transportation Consulting is hired by municipalities, including cities and town, counties and transportation authorities, to provide on-call traffic engineering services. Parisi has extensive experience providing on-call traffic engineering services for jurisdictions throughout the San Francisco Bay Area. Parisi's primary focus is on service public sector clients, such as the City of Alameda

Parisi provides a full range of transportation planning and traffic engineering services for public agencies, often on an as-needed basis or as an extension of municipal staff. Our services include, but are not limited to, traffic engineering, transportation planning, and planning and design services for bicycle and pedestrian, Safe Streets, Complete Streets, and Safe Routes to School projects. Additionally we provide staff augmentation services to municipalities. Parisi is known for involving communities and developing innovative multimodal solutions.

Parisi has extensive experience providing traffic engineering and planning services throughout the Bay Area, including within Alameda County and in the City of Alameda. Recent projects relying upon our expertise range from the Otis Drive Traffic Calming project to Safe Routes to Schools improvements. Our services on the multi-modal Otis Drive project ranged from stakeholder outreach and engagement, traffic and safety analyses, and development of design drawings from concept to 95% for both near-term and longer-term implementation plans. Our designs included innovative treatments such as

parking protected bicycle lanes, a roundabout and a protected intersection. As an extension to city staff we presented our findings and recommendations to Alameda Transportation Commission.

Our clients consist of dozens of jurisdictions, including the cities of Albany, Berkeley, El Cerrito, Larkspur, Moraga, Richmond, San Francisco, Sausalito, and San Rafael.

GENERAL FIRM INFORMATION

Parisi is a California corporation with offices in Berkeley and Sausalito. We have been providing municipal services for 19 years and hire only the best and most talented transportation planners, traffic engineers and civil engineers. Parisi currently employs a growing staff of 16.

CASE STUDY

HEARST AVENUE COMPLETE STREET PROJECT (BERKELEY)

Parisi Transportation Consulting led the transportation design work on Hearst Avenue, a collector road bordering the UC Berkeley campus. One innovative design in the Hearst Avenue project was transit boarding islands with bicycle bypass lanes. This design allows bicyclists to avoid merging into the traffic lane when a bus or shuttle is stopped and has officially been adopted in AC Transit's Multimodal Corridor Guidelines (April 2018). Other innovative designs include parking-protected bike lanes, buffered bike lanes, two-stage bike left turn boxes, permitted / protected signal phasing, partial roadway closures, and relocating crosswalks to avoid vehicle conflicts, and bicycle signals.



Status: Completed in 2018 | Construction Cost: \$4,300,000
 Consultant Fees: \$135,000 | Firm Role: Traffic Engineering Lead
 Staff: David Parisi, Andrew Lee

Project Experience

COMPLETE STREET PLANNING AND DESIGN

Parisi Transportation Consulting specializes in planning, analyzing and designing neighborhood streets and corridors that handle an array of competing travel modes, demand for curbside access (e.g., parking and loading) and land use contexts. We are known throughout the Bay Area for combining the latest bikeway design standards with traffic engineering safety best practices and community needs to produce engineering designs that are innovative, affordable and constructible. Parisi's recently constructed complete street projects include

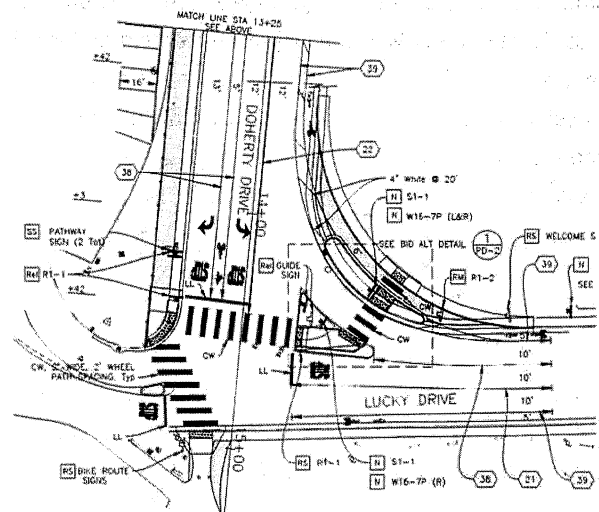
the Miller Avenue Complete Street Project (Mill Valley), the Hearst Avenue Complete Street Project (Berkeley), and the Tamalpais Drive Complete Street Project (Corte Madera). Parisi is currently conducting outreach, planning and preliminary design services for Alameda's Otis Drive Complete Street Project, Berkeley's Milvia Street Bikeway Project, Berkeley's Sacramento Street Complete Street Project and Corte Madera's Tamal Vista Complete Street Project.

MULTIMODAL TRANSPORTATION PLANNING AND DESIGN

Parisi Transportation Consulting provides comprehensive planning, outreach, engineering and construction-related services for multimodal projects, including for Complete Street and integrated intersection projects.

Recent projects include the Hearst Avenue Complete Street Project, the Miller Avenue Complete Street Project, San Francisco's Better Market Street Project, the Doherty Drive Separated Bikeway Project, the Vallejo Bay Trail and Vine Trail Project, the Whiskey Hill Road Complete Street Project, and the Tamalpais Drive Complete Street Project.

Parisi is currently conducting outreach, planning and preliminary design services for Alameda's Otis Drive Complete Street Project, Berkeley's Milvia Street Bikeway Project, and Corte Madera's Tamal Vista Complete Street Project.

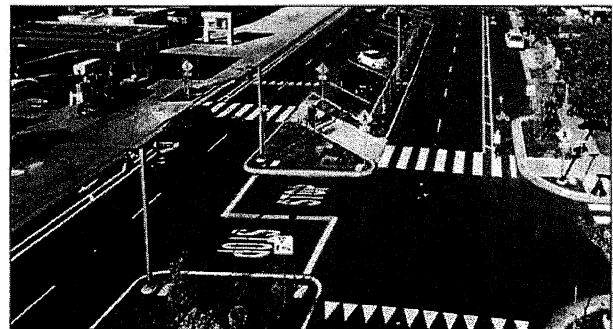


CASE STUDY

MILLER AVENUE COMPLETE STREET PROJECT

Parisi Transportation Consulting facilitated the City of Mill Valley's Task Force in developing a conceptual design for two-miles of Miller Avenue, a roadway originally built in the late 1800's that now carries over 25,000 vehicles each day. Parisi guided the Task Force through key roadway considerations, such as appropriate number of travel lanes, lane widths, roundabouts, pedestrian amenities, buffered bicycle lanes, back-in angled parking, rain gardens, transit amenities, and other multimodal considerations.

Parisi provided design services for the \$18 million project that was completed in 2017. The Miller Avenue Complete Street Project, which won several statewide awards, provides a balanced environment for all users, including motorists, bus riders, bicyclists and pedestrians.

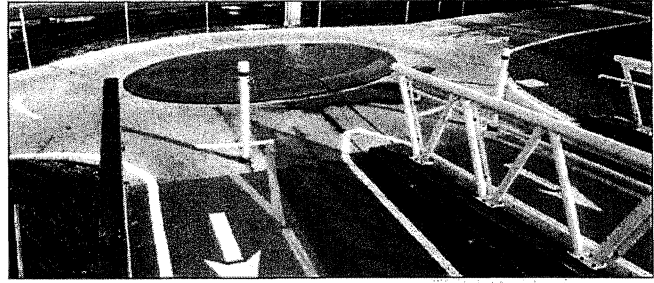


Status: 2014 to 2017 | Construction cost: \$18,000,000
 Consultant fees: \$450,000 | Firm role: Prime consultant
 Staff: David Parisi, Taide Enrile, Michael Vidra

BICYCLE FACILITY PLANNING AND DESIGN

Parisi Transportation Consulting is a leader in planning and design of safe, intuitive, and innovative bicycle facilities. Parisi worked with representatives from NACTO member cities to develop the nation's first Urban Bikeway Design Guide. The guide provides state-of-the-practice solutions for on-street bicycle facilities, drawn from national and international best-practices, policies and programs.

Parisi has planned and designed bikeway projects that span the full spectrum of established and emerging bicycle facilities and designs. These include designated school bicycling routes, neighborhood bike boulevards, on-street buffered and parking-protected bike lanes, separated bikeways, raised cycle tracks and recreational paths.



At intersections, Parisi has designed bike boxes, two-stage left-turn boxes, dedicated bicycle signal phasing, protected intersections and a bicycle-only roundabout. Parisi regularly presents to the California Traffic Control Devices Committee (CTCDC) to test experimental bicycle facility treatments.

PROTECTED INTERSECTION PLANNING AND DESIGN

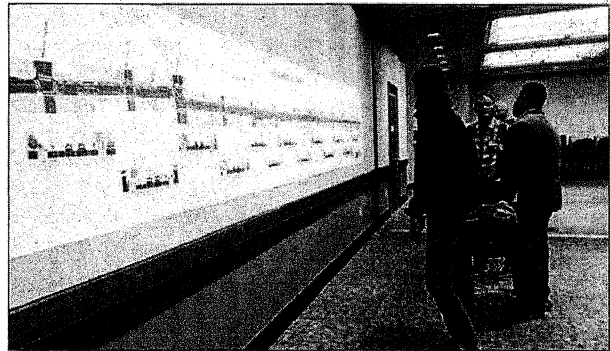
With wider adoption of separated bikeways, cities are looking for innovative but yet affordable ways to incorporate separated features at intersections. Learning from protected intersection designs in San Francisco, Berkeley and Fremont, Parisi has developed a design approach to reduce construction cost by retaining existing curb and gutters when adding raised islands for pedestrian and bicycle channels. Our designers use AutoTurn to check large vehicle tracking paths and confirm these findings with the local fire department. Parisi is currently developing designs for protected intersections in Alameda (Otis Drive / Grand Street), Daly City (multiple locations, Draft Bike-Ped Plan), San Mateo (Bicycle Master Plan update), and Fremont (SSAR Study 2019).



CASE STUDY

MILVIA STREET BIKEWAY PROJECT (BERKELEY)

Milvia Street is Berkeley's busiest bicycle corridor, providing access to Downtown Berkeley, Berkeley High School, and two BART stations. Originally installed in 1971, Milvia is also one of the City's high-injury corridors. Parisi is the prime consultant on the planning and preliminary engineering study, which was initiated in late 2018. The project has currently identified a preferred alternative consisting of two one-way separated bikeways with sections of one-way and two-way vehicle traffic. Parisi led two open house public workshops, the technical analysis of vehicle traffic and parking impacts, and the preliminary (30%) engineering design.



Status: Preliminary Engineering Design (35%) complete |
Construction cost: TBD Consultant fees: \$335,000 | Firm role:
Prime consultant | Staff: Andrew Lee, David Parisi, Joshua Handel

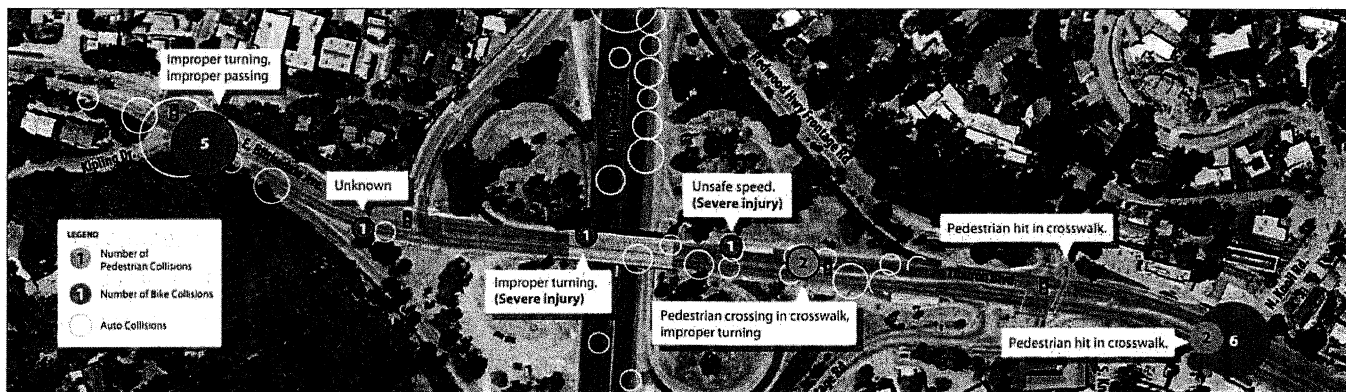
MULTIMODAL SAFETY ANALYSIS

Parisi Transportation Consulting provides expert multimodal safety assessments, ranging from individual intersections to roadway corridors and from citywide to countywide evaluations. Parisi recommends and designs effective countermeasures extending from enforcement and operational solutions to low- and higher-cost infrastructure improvements.

Parisi has worked with dozens of jurisdictions throughout the San Francisco Bay Area by evaluating collision records, including

SWITRS and police collision diagrams, observing user behaviors, and remedying conditions to provide safety conditions for pedestrians, bicyclists and motorists. Parisi designs intersection, roadway and interchange-related safety enhancement projects addressing all travel modes.

Parisi also prepares systemic safety analysis reports in conformance with State and Federal best-practices.



TRAFFIC INVESTIGATIONS AND RECOMMENDATIONS

Parisi Transportation Consulting provides expert safety and operational assessments of roadways and intersections. Parisi's approach begins with on-site observations at the locations of concern and discussions with community stakeholders. Parisi's Traffic Engineers supplement these data with reviews of collision records and police collision diagrams, traffic volumes and speeds, traffic signal timing and phasing, lighting and sight distance.

Parisi's expertise in roadway, traffic signal, roundabout, bikeway and accessible (ADA) design standards enables identification of crash factors and recommend mitigations to address these issues. Parisi's focus for all traffic safety studies are to prioritize vulnerable users, eliminate or reduce conflicts, and simplify complex movements.

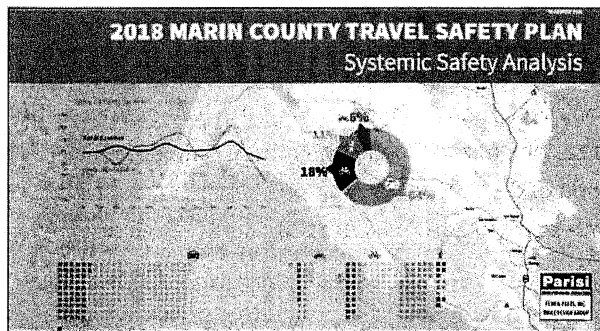
CASE STUDY

COUNTY OF MARIN SYSTEMIC SAFETY ANALYSIS REPORT PROJECT

Parisi Transportation Consulting conducted a comprehensive systemic safety analysis for motorists, bicyclists and pedestrians for all collector and arterial roadways in unincorporated Marin County and within the 11 incorporated cities and towns.

Tasks included development of a comprehensive collision database, review and analysis of local collision data, identification of High Collision Networks for each jurisdiction, development of collision profiles, identification of safety countermeasures, prioritization of safety projects, and preparation of three HSIP grant applications including a Countywide Systemic Improvement Plan.

As part of the program Parisi facilitated outreach with communities throughout Marin County, including with local hospitals, public works and traffic enforcement personnel.



Status: 2017 to present | Construction cost: To be determined
 Consultant fees: \$500,000 | Firm role: Prime consultant
 Staff: David Parisi, Andrew Lee, Ramin Nikoui

PEDESTRIAN FACILITY PLANNING AND DESIGN

Parisi Transportation Consulting plans, analyzes and designs facilities for pedestrian access and safety, with a focus on pedestrian trips to along and across streets, within neighborhoods, and to and from schools and transit stations. Our engineers and planners specialize in working collaboratively with communities to identify safety concerns and solutions to improve and encourage walking.

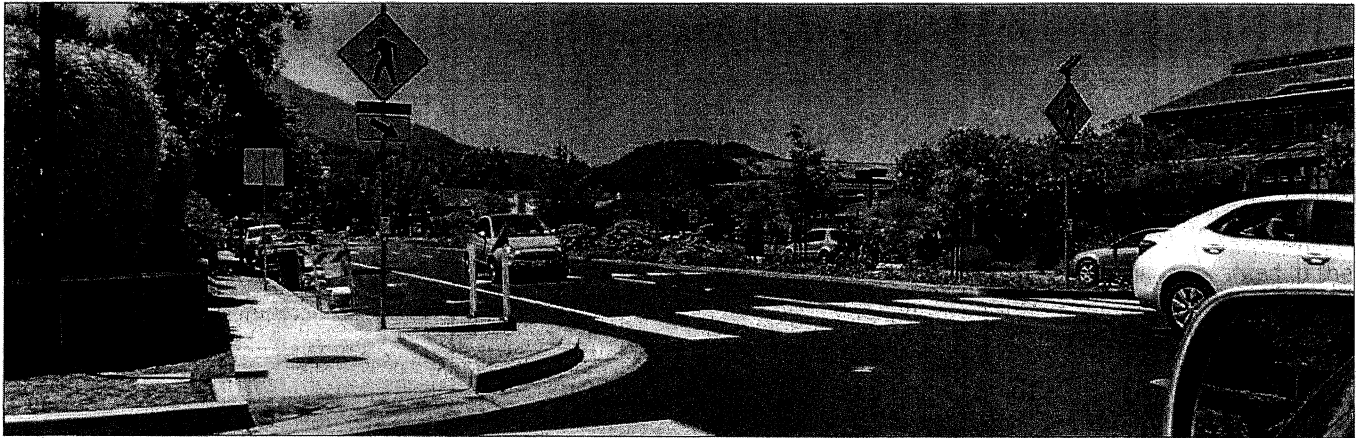
Among our planning work, Parisi develops policies for the signing, marking and use of other measures at uncontrolled crosswalks. Parisi's analysis and design work includes retiming and redesigning traffic signals, street lights, and pedestrian beacons (RRFBs and hybrid beacons). Our civil design work includes design of sidewalks, urban pathways, recreational paths, curb ramps and bulb-outs.

SIGNING AND PAVEMENT MARKINGS

Parisi has designed the traffic striping and signing for hundreds of roadways and intersections in the Bay Area. We recognize that pavement markings and signs are the user interface for all roadway users, and that clear messaging is needed to reduce confusion and improve safety for everyone. Parisi was the primary author of the California Manual on Uniform Traffic Control Devices (CA MUTCD) Chapter 7 Traffic Control for School

Areas and was a contributor to the National Association of City Transportation Officials (NACTO) Urban Bikeway Design Guide. Our striping and signing designs have been vetted through the Caltrans Encroachment Permit process and presented to the California Traffic Control Devices Committee (CTCDC).

Parisi specializes in traffic calming projects and retrofitting existing roadways to provide safety improvements and bikeways.



CASE STUDY

CITY OF SACRAMENTO SCHOOLS SAFETY STUDY

The Sacramento School Safety Study support the city's Vision Zero initiative by addressing the infrastructure and operational barriers to safe and equitable travel to school. As part of this study Parisi led assessments at twenty Sacramento schools of the social, built and natural environments conditions that affect the ability and desire of students to walk, bike and take transit to school to develop short, medium and long-term projects and programs to address these conditions. As part of the assessment process Parisi led a robust stakeholder engagement process, conducting Walk Audits at twenty schools across Sacramento with key stakeholders from each of the school communities. Recommended improvements assigned responsibility to the appropriate groups, agencies and individuals to implement the recommended improvements.



Status: 2018 to present | Consultant fees: \$150,000

Firm role: Sub consultant

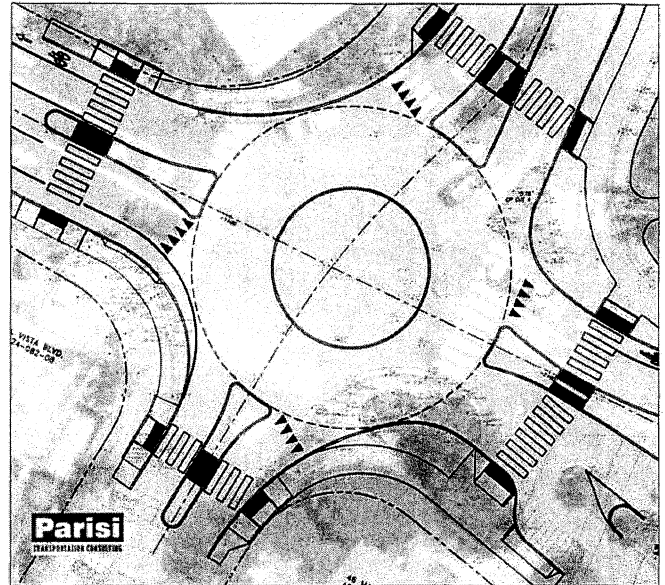
Staff: David Parisi, Patrick Golier, Jasmine Stitt, Hadar Albo

TRAFFIC SIGNALS AND ROUNDABOUTS

Parisi Transportation Consulting plans, analyzes and designs traffic signals, roundabouts, and beacons on travel ways ranging from major arterials to multiuse paths. Parisi focuses on designing intersections and crossings that facilitate comfortable movements for pedestrian, bicycle and vehicle traffic, and minimize intermodal conflict. Our most challenging and rewarding design projects involve resolving safety issues and improving access for all users.

Parisi studies whether traffic signals and beacons are warranted by thoroughly reviewing site conditions, crash records, and California MUTCD warrants. We conduct analyses of how intersections and crossings will operate with different traffic controls. Parisi uses traffic modeling software for traffic signals and roundabouts.

Our engineers work directly with traffic signal technicians to adjust and resolve signal timing issues in the field.



TRAFFIC IMPACT STUDY REVIEW

Parisi Transportation Consulting prepares traffic impact studies for development proposals and provides peer review services for cities and towns. Parisi's studies focus on the local context of the proposed use. When considering the impact of a proposed development, Parisi studies similar local land uses to develop trip forecasts that match the characteristics of the community. Parisi's studies and reviews have a strong focus on the multimodal access of the site, inclusive of pedestrian and bicycle site access, transit access, traffic safety improvements, and compatibility with local plans and design standards.

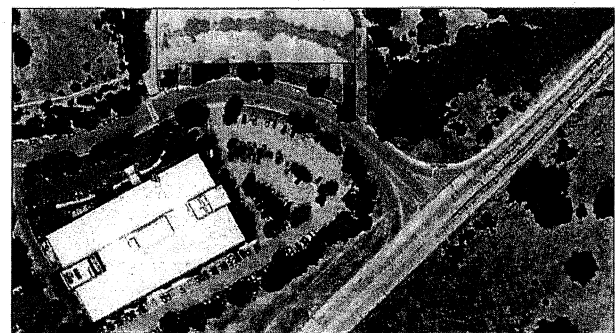
Parisi's analyses include vehicle delay and level of service, using the Synchro software suite, and Vehicle Miles Traveled (VMT) in accordance with the latest State guidance. When developing mitigation measures for project impacts, Parisi focuses on alternatives to increasing automobile capacity, like travel demand management strategies and improving walk and bicycle access.

Parisi provides support to city staff at Planning Commission and City Council hearings. We are experts in acknowledging public concerns about traffic and circulation issues, while offering alternatives to the status quo.

CASE STUDY

SAN RAFAEL KAISER ANNEX PROJECT, EIR, SAN RAFAEL CA

Parisi Transportation Consulting was the consulting traffic engineer to San Rafael in reviewing the Kaiser Permanente annex project. Kaiser proposed to move existing medical offices to a partially-occupied 150,000 square foot office building. Parisi identified opportunities to mitigate project impacts initially identified as significant and unavoidable. Our review led to Kaiser adopting a travel demand management program that included employee shuttles between the SMART light rail station and other Kaiser facilities, employee transit subsidies, and on-site bicycle facilities. Kaiser also committed to improving the Lucas Valley Road / Los Gamos Drive intersection. Parisi represented the City in meetings with the applicant, Marin County, Caltrans, and the City Planning Commission. The San Rafael City Council unanimously approved the project in September 2018.



Status: Approved September 2018 | Construction Cost: TBD
 Consultant Fees: \$25,000 | Firm Role: Traffic Engineering Lead for City | Staff: Andrew Lee, David Parisi

Section 3: Fee Structure

Parisi Transportation Consulting's hourly rate schedule is shown to the right. These rates shall be in effect for the duration of the Professional Services Contract (one-year).

Please note that reimbursable expenses could include, but not be limited to, transportation charges, reproduction services, shipping expenses, and subcontractor fees (e.g., traffic counts). Mileage charges would be charged at the prevailing IRS rate per mile.

Principal Consultant	\$270.00
Managing Consultant	\$225.00
Senior Consultant	\$185.00
Consultant	\$160.00
Associate Consultant	\$135.00
Technician	\$110.00

Section 4: Client References

References for transportation planning and traffic engineering services provided by Parisi Transportation Consulting are provided in Attachment 1. All references are from California municipalities where Parisi has provided on-call transportation planning and traffic engineering services.

Section 5: City of Alameda Local Business Preference

Parisi Transportation Consulting is located in Berkeley with firm roots in the East Bay, including Alameda. We have enjoyed our experience working in Alameda and sincerely look forward to working with city staff from Alameda again.

Section 6: Alameda County Local Business Certification

Parisi Transportation Consulting has been certified by the Alameda County Auditor in Alameda County's Small, Local, Emerging Business (SLEB). Our certification as a Small Business for the period of July 1, 2018 through June 30, 2020 is provided in Attachment 2.

Attachment 1: Client References

Attachment C – Client References

The following is a list of six (6) references (public agencies preferred).

Reference #1

Name of Organization: City of Albany

Address: 100 San Pablo Avenue, Albany, CA 94706

Contact Name: Jeff Bond Contact Title: Community Dev. Director

Telephone: 510/528-5769 Email: jbond@albanyca.org

Summary of Project: Kains and Adams Bikeway Project - Parisi led a technical study and public outreach process to identify a preferred two-way bicycle route on Kains Street and Adams Avenue in Albany, two one-way residential streets. The City identified their preference for two-way shared roadways with one-way entry. Parisi prepared the final PS&E that were approved by City Council in September 2019 as a one-year pilot project.

Consultant's Service Dates: 2017-2019

Consultant's Contract Amount: \$40,000

Estimated Total Project Cost: \$200,000 (estimate)

Project Completion Date: 2019

Reference #2

Name of Organization: City of Berkeley

Address: 1947 Center Street, 4th Floor, Berkeley, CA 94704

Contact Name: Eric Anderson Contact Title: Senior Planner

Telephone: 510/981-7062 Email: eanderson@ci.berkeley.ca.us

Summary of Project: Hearst Avenue Complete Streets Project - Parisi led the transportation design work as part of the Hearst Avenue Complete Streets Project to improve safety and comfort for people on foot and bikes along this busy collector street bordering the north side of the UC Berkeley campus. The design included innovative design elements such as bus boarding islands, parking protected bike lanes, two-stage bike left turn boxes, signal phasing modifications, partial road closures and bicycle signals.

Consultant's Service Dates: 2014- 2017

Consultant's Contract Amount: \$135,000

Estimated Total Project Cost: \$4,300,000

Project Completion Date: Constructed in 2018

Reference #3

Name of Organization: City of Berkeley

Address: 1947 Center Street, 4th Floor, Berkeley, CA 94704

Contact Name: Eric Anderson Contact Title: Senior Planner

Telephone: 510/981-7062 Email: eanderson@ci.berkeley.ca.us

Summary of Project: Milvia Street Bikeway Project – Parisi worked with the City of Berkeley on a preferred bikeway design for Milvia Street through Downtown Berkeley, one of the city’s high-injury corridors. As part of the project Parisi led two open house workshops, the technical analysis of vehicle traffic and parking impacts, and preliminary design. The preferred alignment includes a two-one way separated bikeways with sections of one-way and two-way vehicular traffic.

Consultant’s Service Dates: 2018 - 2019

Consultant’s Service Dates: 2018- 2019

Consultant’s Contract Amount: \$335,000

Estimated Total Project Cost: \$3,360,000

Project Completion Date: Preliminary (30%) design is complete (2020)

Reference #4

Name of Organization: City of Alameda

Address: 2263 Santa Clara Avenue, Alameda, CA 94501

Contact Name: Gail Payne Contact Title: Sn Transport. Coordinator

Telephone: 510/747-6892 Email: gpayne@alamedaca.gov

Summary of Project: Otis Drive Traffic Calming Safety Project - Parisi has been leading the design of the Otis Drive Traffic Calming Safety Project, initiated to slow vehicular speeds and facilitate safe cross-island access while adding bicycle facilities to the roadway. Parisi provided design services to facilitate a 4-to-3 road diet with Class II bicycle lanes and a Class IV parking protected bikeway adjacent to Rittler Park. Parisi also provided three distinct design alternatives at the Otis Drive/Grand Street intersection. A preferred design selected by the City includes a protected intersection retrofit. Parisi is currently completing 95% designs with a 100% design expected in Spring 2020.

Consultant’s Service Dates: 2018 to present

Consultant’s Contract Amount: \$249,000

Estimated Total Project Cost: \$950,000

Project Completion Date: 100% Final Design expected Spring 2020

Reference #5Name of Organization: City of San RafaelAddress: 1400 Fifth Avenue, San Rafael CA94901Contact Name: Rafat Raie Contact Title: Dep Dir of Public WorksTelephone: 415/485-3473 Email: rafat.raie@cityofsanrafael.org

Summary of Project: Parisi is serving San Rafael as the city's On-Call Transportation Planning and Traffic Engineering Services consultant. Work includes traffic operations analyses, safety assessments, conceptual design, final design of multimodal intersections, traffic impact study peer review, and speed surveys, among other tasks.

Consultant's Service Dates: 2018 to presentConsultant's Contract Amount: \$500,000Estimated Total Project Cost: \$100,000 to presentProject Completion Date: 2024**Reference #6**Name of Organization: San Francisco County Transportation AuthorityAddress: 1455 Market Street, San Francisco CA 94103Contact Name: Eric Cordoba Contact Title: Dep Dir of Capital ProjectsTelephone: 415/522-4812 Email: eric.cordoba@sfcta.org

Summary of Project: Parisi is serving as the On-Call Transportation Planning and Traffic Engineering Services consultant for the SFCTA. As part of this contract Parisi has prepared conceptual and final design of pedestrian and bicycle facilities on Yerba Buena Island, a multimodal assessment for the US 101/Alemany Boulevard interchange, and a Vision Zero review of 15 ramp terminal interchange ramps in San Francisco's SoMa neighborhood.

Consultant's Service Dates: 2016 to presentConsultant's Contract Amount: \$725,000Estimated Total Project Cost: \$550,000 to dateProject Completion Date: 2022

Attachment 2: Alameda County Local Business Certification



ALAMEDA COUNTY
AUDITOR-CONTROLLER AGENCY
STEVE MANNING
 AUDITOR-CONTROLLER/CLERK-RECORDER

June 5, 2018

Certification No. 17-00080

Parisi Transportation Consulting
 1936 University Ave, Suite 250
 Berkeley, CA 94704

Attention: David Parisi

Congratulations on the successful completion of your recertification application for Alameda County's Small, Local, Emerging Business (SLEB) Program!

You have been recertified as a SMALL business for the period of July 01, 2018 through June 30, 2020 for the following NAICS code(s): 541330.

When permitted by law, the County's procurement policy is to solicit bids and proposals from certified SLEBs, and if none are available, then from local Alameda County firms. Other benefits of being a certified SLEB include:

1. Parisi Transportation Consulting will be added as a certified supplier to Alameda County's Local Vendor Database.
2. SLEBs competing for County contracts over \$25,000 may be eligible to receive a 5% SLEB bid preference on qualified goods and services contracts and an additional 5% local preference (for a total 10% bid preference) when submitting sealed bids.
3. Non-SLEB certified firms are required to partner a minimum 20% with certified SLEBs for most goods and services contracts with the County.
4. As a certified SLEB you may receive e-mail information from the County about contracting opportunities and outreach/training events. You can register and select the type of messages you receive by visiting the County's main website at www.acgov.org and clicking on the envelope icon for eSubscribe.

Alameda County reserves the right to reevaluate your company at any time during the certification period to determine if your firm continues to meet the County of Alameda and U.S. Small Business Administration size standards and definitions.

You are required to report any changes in your business. You are also required to submit a current business license each year. If you are named as a SLEB prime or sub-contractor in an Alameda County contract, you must maintain your SLEB certification status as active during the term of the contract. Please be advised that becoming decertified may impact any current contracts that you are participating in and future contracts that you may want to bid on. County contract terms may also require that you utilize the County's online web-based contract compliance application, Elation Systems at www.elationsys.com. Failure to comply with the requirements stated in this letter could jeopardize your SLEB certification status and impact County contracting opportunities.

Parisi Transportation Consulting will be notified 90, 60 and 30 days prior to the expiration of this certification. Please contact us to update any changes in your email address.

If you have any questions, please contact the SLEB Certification office at 510-891-5500 or by e-mail at ACSLBcertification@acgov.org. Please refer to your certification number as it appears on this letter.

Thank you for your interest in the SLEB program and doing business with Alameda County!

Sincerely,

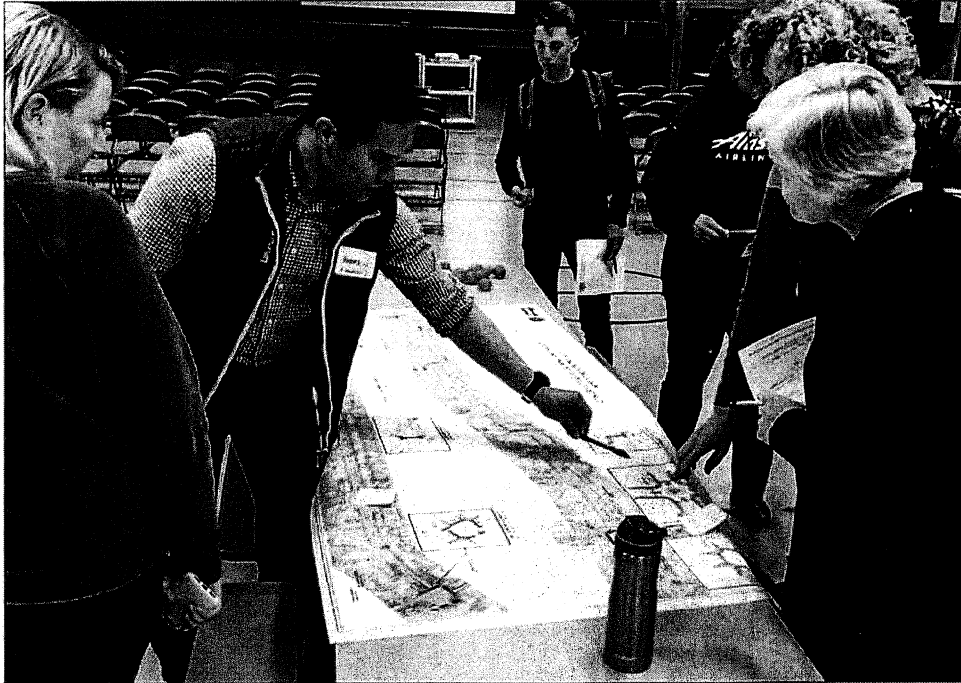
Susan Wewetzer

Susan Wewetzer
 Division Chief

Central Collections Division
 1221 Oak St., Rm. 220
 Oakland, CA 94612
 Tel: (510) 208-9900
 Fax: (510) 208-9932

Office of the Auditor-Controller
 Melissa Wilk, Chief Deputy Auditor
 1221 Oak St., Rm. 249
 Oakland, CA 94612
 Tel: (510) 272-6565
 Fax: (510) 272-6502

Clerk-Recorder's Office
 1106 Madison St., 1st Floor
 Oakland, CA 94607
 Tel: (510) 272-6362
 Fax: (510) 208-9858



Parisi
TRANSPORTATION CONSULTING



City of Alameda, California

Date

Name

Via Email:

Company

Address

City, State Zip Code

Re: On-Call Consulting Services Transportation Planning and Engineering Services

Dear Name:

This letter serves as Work Order No. _____ to perform the following tasks under the On-Call Consulting Services Transportation Planning and Engineering Services contract between the City of Alameda and _____.

1. Perform services as detailed in your attached letter to the City, dated _____.

Compensation for this Work Order No. ____ shall not exceed \$_____. Please sign and date the enclosed statement of compliance and return to the Public Works Department, Attention: _____ for processing.

If you have any questions or need additional information, please contact me at (510) 747-7930.

Sincerely,

Engineer

Title I

initials:initials

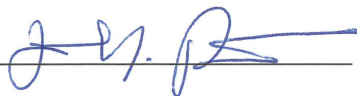
Enclosure

STATEMENT OF COMPLIANCE

Consultant has examined the above Work Order No. _____ to provide _____
_____ and agrees to all descriptions, restrictions, quantities, and costs as
stated.

Accepted Date: 3/14/20

Contractor: PACISI TRANSPORTATION
CONSULTING

By: 

Title: PRESIDENT

cc:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY SUPPLEMENTARY ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

A. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II - LIABILITY, C. Who Is An Insured:**

Additional Insured by Contract, Agreement or Permit

a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add as an additional insured on your policy is an additional insured 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, but only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit including "bodily injury" or "property damage" included in the "products-completed operations hazard" only if this Coverage Part provides such coverage.
- (2) Premises you own, rent, lease or occupy; or
- (3) Your maintenance, operation or use of equipment leased to you.

b. The insurance afforded to such additional insured described above:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.
- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.
- (4) Will not be broader than coverage provided to any other insured.
- (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

c. This provision does not apply:

- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal

injury and advertising injury".

(2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.

(3) To any lessor of equipment:

- (a) After the equipment lease expires; or
- (b) If the "bodily injury", "property damage", or "personal and advertising injury" arises out of sole negligence of the lessor

(4) To any:

(a) Owners or other interests from whom land has been leased if the "occurrence" or offense takes place or the offense is committed after the lease for the land expires; or

(b) Managers or lessors of premises if:

(i) The "occurrence" takes place or the offense is committed after you cease to be a tenant in that premises; or

(ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

(5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or failure to render any professional services by or for you.

d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION II - LIABILITY, D. Liability and Medical Expense Limits of Insurance:**

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the contract, agreement or permit described in Paragraph a.; or
2. Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

B. Aggregate Limits of Insurance per Project or per Location

The following changes are made to **SECTION II - LIABILITY:**

1. The following is added to **SECTION II - LIABILITY, D. Liability and Medical Expenses Limits of Insurance**, paragraph 4:

The Aggregate Limits of Insurance apply separately to each of "your projects" or each "location" listed in the Declarations.

2. For the purpose of coverage provided by this endorsement only, the following is

added to **SECTION II - LIABILITY, F. Liability And Medical Expenses Definitions:**

1. "Your project" means:
 - a. Any premises, site or "location" at, on, or in which "your work" is not yet completed; and
 - b. Does not include any "location" listed in the Declarations.
2. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

1. **SECTION I - PROPERTY**, if two or more of this coverage part's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.
2. **SECTION II - LIABILITY**, it is our stated intent that the various Coverage Parts, forms, endorsements or policies issued to the named insured by us, or any company affiliated with us, do not provide any duplication or overlap of coverage for the same claim, "suit", "occurrence", offense, accident, "wrongful act" or loss. We will not pay more than the actual amount of the loss or damage.

If this Coverage Part and any other Coverage Part, form, endorsement or policy issued to the named insured by us, or any company affiliated with us, apply to the same claim, "suit", occurrence, offense, accident, "wrongful act" or loss, the maximum Limit of Insurance under all such Coverage Parts, forms, endorsements or policies combined shall not exceed the highest applicable Limit of Insurance under any one Coverage Part, form, endorsement or policy.

This condition does not apply to any Excess or Umbrella Policy issued by us specifically to apply as excess insurance over this policy.

G. Liberalization

If we adopt any revision that would broaden the coverage under this policy without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this policy.

H. Other Insurance

1. SECTION I - PROPERTY

If there is other insurance covering the same loss or damage, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But, we will not pay more than the applicable Limit of Insurance of **SECTION I - PROPERTY**.

2. SECTION II - LIABILITY

If other valid and collectible insurance is available to the insured for a loss we cover under **SECTION II - LIABILITY**, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in paragraph **c.** below.

However, if you agree in a written contract, written agreement, or written permit that the insurance provided to any person or organization included as an Additional Insured under this Coverage Part is primary and non-contributory, we will not seek contribution from any other insurance available to that Additional Insured which covers the Additional Insured as a Named Insured except:

- (1) For the sole negligence of the Additional Insured; or
- (2) When the Additional Insured is an Additional Insured under another liability policy.

b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Property Insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to **SECTION II - LIABILITY, Exclusion g. Aircraft, Auto or Watercraft**; and
- (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty under **SECTION II - LIABILITY** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the

insured's rights against all those other insurers.

- c. When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (2) The total of all deductible and self-insured amounts under all that other insurance.
- d. We will share the remaining loss, if any, with any other insurance that is not described in this provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage.

e. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable Limit of Insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable Limit of Insurance to the total applicable limits of insurance of all insurers.

- f. When this insurance is excess, we will have no duty under Business Liability Coverage to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so; but we will be entitled to the insured's rights against all those other insurers.

I. Premiums

1. The first Named Insured shown in the Declarations:
 - a. Is responsible for the payment of all premiums; and
 - b. Will be the payee for any return premiums we pay.
2. The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation or anniversary of the effective date of this policy, we will compute the

premium in accordance with our rates and rules then in effect.

3. With our consent, you may continue this policy in force by paying a continuation premium for each successive one-year period. The premium must be:
 - a. Paid to us prior to the anniversary date; and
 - b. Determined in accordance with paragraph 2. above.

Our forms then in effect will apply. If you do not pay the continuation premium, this policy will expire on the first anniversary date that we have not received the premium.

4. Undeclared exposures or change in your business operation, acquisition or use of locations may occur during the policy period that is not shown in the Declarations. If so, we may require an additional premium. That premium will be determined in accordance with our rates and rules then in effect.

J. Premium Audit

1. This policy is subject to audit if a premium designated as an advance premium is shown in the Declarations. We will compute the final premium due when we determine your actual exposures.
2. Premium shown in this policy as advance premium is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
3. The first Named Insured must keep records of the information we need for premium computation and send us copies at such times as we may request.

K. Transfer of Rights of Recovery Against Others to Us

1. Applicable to **SECTION I - PROPERTY** Coverage:

If any person or organization to or for whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

- a. Prior to a loss to your Covered Property.
- b. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
 - (1) Someone insured by this insurance;
 - (2) A business firm:
 - (a) Owned or controlled by you; or
 - (b) That owns or controls you; or
 - (3) Your tenant.

You may also accept the usual bills of lading or shipping receipts limiting the liability of carriers.

This will not restrict your insurance.

2. Applicable to **SECTION II - LIABILITY Coverage:**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair such rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

We waive any right of recovery we may have against any person or organization with whom you have a written contract, permit or agreement to waive any rights of recovery against such person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

This condition does not apply to Medical Expenses Coverage.

↙ **Transfer of Your Rights and Duties Under This Policy**

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured. If you die, your rights and duties will be transferred to your legal representative but only while that legal representative is acting within the scope of their duties as your legal representative. Until your legal representative is appointed, anyone with proper temporary custody of your property will have your rights and duties but only with respect to that property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

A. The following is added to SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured:

Additional Insured if Required by Contract

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, such person or organization is an "insured"; but only to the extent that such person or organization qualifies as an "insured" under paragraph **A.1.c.** of this Section.

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, the most we will pay on behalf of such additional "insured" is the lesser of:

- (1) The Limits of Insurance for liability coverage specified in the written contract, written agreement or written permit; or
- (2) The Limits of Insurance for Liability Coverage shown in the Declarations applicable to this Coverage Part.

Such amount shall be part of and not in addition to the Limits of Insurance shown in the Declarations applicable to this Coverage Part. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

B. The following is added to SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph B. General Conditions, subparagraph 5. Other Insurance:

Primary and Non-Contributory

If you agree in a written contract, written agreement or written permit that the insurance provided to a person or organization who qualifies as an additional "insured" under **SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured**, subparagraph **Additional Insured if Required by Contract** is primary and non-contributory, the following applies:

The liability coverage provided by this Coverage Part is primary to any other insurance available to the additional "insured" as a Named Insured. We will not seek contribution from any other insurance available to the additional "insured" except:

- (1) For the sole negligence of the additional "insured"; or
 - (2) For negligence arising out of the ownership, maintenance or use of any "auto" not owned by the additional "insured" or by you, unless that "auto" is a "trailer" connected to an "auto" owned by the additional "insured" or by you; or
 - (3) When the additional "insured" is also an additional "insured" under another liability policy.
- C. This endorsement will apply only if the "accident" occurs:**
1. During the policy period;
 2. Subsequent to the execution of the written contract or written agreement or the issuance of the written permit; and
 3. Prior to the expiration of the period of time that the written contract, written agreement or written permit requires such insurance to be provided to the additional "insured".
- D. Coverage provided to an additional "insured" will not be broader than coverage provided to any other "insured" under this Coverage Part.**

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS 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:

Endorsement Effective Date:

SCHEDULE

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

**BLANKET AS REQUIRED BY WRITTEN CONTRACT, AGREEMENT,
OR PERMIT.**

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.