

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this ____ day of _____, 2025 (“**Effective Date**”), by and between the CITY OF ALAMEDA, a municipal corporation (“the **City**”), and **ITERIS, INC.**, a Delaware corporation, whose address is **1700 CARNEGIE AVENUE, SUITE 100, SANTA ANA, CALIFORNIA 92705-5551** (“**Provider**” or “**Contractor**”), in reference to the following facts and circumstances:

RECITALS

- A. The 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 Engineering services. City staff issued an RFP on March 17, 2025 and after a submittal period of twenty-one days received twelve timely submitted proposals. Staff reviewed the proposals, interviewed qualified firms and selected the service provider that best meets the City’s needs.
- C. Provider is specially trained, experienced and competent to perform the special services which will be required by this Agreement.
- D. Whereas, the City Council authorized the City Manager to execute this agreement on June 17, 2025.
- E. The City and Provider desire to enter into an agreement for on-call Transportation Engineering 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 commence the 1st day of July 2025, and shall terminate on the 30th day of June 2030, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED:

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 tentative and does not commit the City to request Provider to perform all tasks included therein.

3. COMPENSATION TO PROVIDER:

a. By the 7th day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit B and incorporated herein by this reference. Extra work must be approved in writing by the City Manager or their designee prior to performance and shall be paid on a Time and Material basis as set forth in Exhibit B.

The total five-year compensation for this Agreement shall not exceed \$750,000.

4. TIME IS OF THE ESSENCE:

Provider and the City agree that time is of the essence regarding the performance of this Agreement.

5. STANDARD OF CARE:

Provider shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Provider represents that it is skilled in the professional calling necessary to perform all services contracted for in this Agreement. Provider further represents that all of its employees and subcontractors shall have sufficient skill and experience to perform the duties assigned to them pursuant to and in furtherance this Agreement. Provider further represents that it (and its employees and subcontractors) have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the services (including a City Business License, as needed); and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Provider shall perform (at its own cost and expense and without reimbursement from the City) any services necessary to correct errors or omissions which are caused by Provider's failure to comply with the standard of care provided for herein. Any employee of the Provider or its sub-providers who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of any services under this Agreement, or a threat to the safety of persons or property (or any employee who fails or refuses to perform the services in a manner acceptable to the City) shall be promptly removed by the Provider and shall not be re-employed to perform any further services under this Agreement.

6. 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 the City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave, are available from the 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. Any personnel performing the services under this Agreement on behalf

of Provider shall also not be employees of City and shall at all times be under Provider's exclusive direction and control.

7. 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 the City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Provider.

8. NON-DISCRIMINATION:

Consistent with the 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, disability (both mental and physical) including HIV and AIDS, medical condition (e.g. 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. Such non-discrimination shall include but not be limited to all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination. Provider agrees that any violation of this provision shall constitute a material breach of this Agreement.

9. HOLD HARMLESS:

a. To the fullest extent permitted by law, Provider shall indemnify, defend (with counsel acceptable to the City) and hold harmless the City, its City Council, boards, commissions, officials, employees, agents and volunteers ("Indemnitees") from and against any and all loss, damages, liability, obligations, claims, suits, judgments, costs and expenses whatsoever, including reasonable attorney's fees and costs of litigation ("Claims"), arising from or in any manner connected to Provider's performance of its obligations under this Agreement or out of the operations conducted by Provider even if the City is found to have been negligent. If the Claims filed against Indemnitees allege negligence, recklessness or willful misconduct on the part of 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. Provider shall not have any obligations to indemnify Indemnitees if the loss or damage is found to have resulted solely from the negligence or the willful misconduct of the City. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

b. 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.

10. 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 Sections 10.b. (1) through (4). The Certificate Holder should be The City of Alameda, 2263 Santa Clara, Ave., Alameda, CA 94501. 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 thirty (30) days' advance written notice to the City of Alameda. Attention: Risk Manager."

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 licensed to offer insurance business in the State of California with a current A.M. Best's rating of no less than A:VII or Standard & Poor's Rating (if rated) of at least BBB unless otherwise acceptable to the City. 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, agents, and volunteers as additional insured shall be submitted with the insurance certificates.

KA
Provider Initials

b. COVERAGE REQUIREMENTS:

Provider shall maintain insurance coverage and limits at least as broad as:

(1) Workers' Compensation:

Statutory coverage as required by the State of California, as well as a Waiver of Subrogation (Rights of Recovery) endorsement.

(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 per occurrence limits in the amounts of \$2,000,000 and aggregate limits in the amounts of \$4,000,000 will be considered equivalent to the required minimum limits shown above. Provider shall also submit declarations and policy endorsements pages. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials,

employees, agents, and volunteers is required. The Additional Insured Endorsement shall include primary and non-contributory coverage at least as broad as the CG 2010.

(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:	\$2,000,000 each occurrence
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Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.

(4) Professional Liability:

Professional liability insurance which includes coverage appropriate for the professional acts, errors and omissions of Provider's profession and work hereunder, including, but not limited to, technology professional liability errors and omissions if the services being provided are technology-based, in the following minimum limits:

\$2,000,000 each claim

As to commercial general liability and automobile liability insurance, such insurance will provide that it constitutes primary insurance with respect to claims insured by such policy, and, except with respect to limits, that insurance applies separately to each insured against whom claim is made or suit is brought. Such insurance is not additional to or contributing with any other insurance carried by or for the benefit of the City.

c. SUBROGATION WAIVER:

Provider hereby agrees to waive rights of subrogation that any insurer of Provider may acquire from Provider by virtue of the payment of any loss. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Provider, its employees, agents and subcontractors.

d. FAILURE TO SECURE:

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, the City shall be permitted to obtain such insurance in Provider's name or as an agent of Provider and shall be compensated by 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.

e. ADDITIONAL INSURED(S):

The City, its City Council, boards, commissions, officials, employees, agents, and volunteers shall be named as additional insured(s) 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. Additional Insured coverage under Provider's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance. Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured(s).

f. SUFFICIENCY OF INSURANCE:

The insurance limits required by the 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. The coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of the coverage carried by or available to Provider; whichever is greater.

g. EXCESS OR UMBRELLA LIABILITY:

If any Excess or Umbrella Liability policies are used to meet the limits of liability required by this Agreement, then said policies shall be true "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this Agreement, including but not limited to, the additional insured, SIR, and primary insurance requirements stated therein. No insurance policies maintained by the indemnified parties or Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until all the primary and excess liability policies carried by or available to the Provider are exhausted. **If a Provider is using an Excess Liability policy to supplement any insurance coverage required by this Agreement, they must submit the Excess Liability policy in full.**

11. 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.

12. 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 their designee may consent or reject such request in their 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, membership interest, partnership interest, or the equivalent, 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 Provider.

13. 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 the 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 their 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 Provider.

c. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement. Provider shall include the following language in their agreement with any sub-provider: "Sub-providers hired by Provider agree to be bound to Provider and the City in the same manner and to the same extent as Provider is bound to the City."

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

14. 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.

15. REPORTS:

a. Each and every report, draft, work product, map, record and other document produced, prepared or caused to be prepared by Provider pursuant to or in connection with this Agreement shall be the exclusive property of the City.

b. 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 prior approval of the City Manager or their designee.

c. Provider shall, at such time and in such form as City Manager or their designee may

require, furnish reports concerning the status of services and tasks required under this Agreement.

16. RECORDS:

a. Generally, the City has the right to conduct audits of Provider's financial, performance and compliance records maintained in connection with Contractor's operations and services performed under the Agreement. In the event of such audit, Contractor agrees to provide the City with reasonable access to Contractor's employees and make all such financial (including annual financial statements signed by an independent CPA), performance and compliance records available to the City. City agrees to provide Contractor an opportunity to discuss and respond to any findings before a final audit report is filed.

b. 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 the City that relate to the performance of the services and tasks under this Agreement (collectively the "**Records**").

c. 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 the City or its designees during regular business hours upon reasonable prior notice. The 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 three (3) years after receipt of final payment.

d. If supplemental examination or audit of the Records is necessary due to concerns raised by the 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 the City for all reasonable costs and expenses associated with the supplemental examination or audit.

17. 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 the City shall be addressed to the City at:

City of Alameda
Public Works Department
950 West Mall Square #110
Alameda, CA 94501
ATTENTION: Scott Wikstrom, City Engineer
Ph: (510) 747-7937 / swikstrom@alamedaca.gov

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

Iteris, Inc.
Legal/Contracts Department
1700 Carnegie Ave, Suite 100
Santa Ana, CA 92705-5551
ATTENTION: Misty Fowler, Contracts Manager
Ph: (949) 270-9400 / Email: iteris-legal@iteris.com (cc Matt Wages, PM at mwages@iteris.com)

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

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

18. 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 the City within 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 the 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.

19. 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 the City of written notice of default, specifying the nature of such default and the steps necessary to cure such default, the City may thereafter immediately terminate the Agreement forthwith by giving to Provider written notice thereof.

b. The foregoing notwithstanding, the 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 19.c. shall survive the expiration or early termination of this Agreement.

20. ATTORNEYS' FEES:

In the event of any litigation, including administrative proceedings, relating to this Agreement, including but not limited to any action or suit by any party, assignee or beneficiary against any other party, beneficiary or assignee, to enforce, interpret or seek relief from any provision or obligation arising out of this Agreement, the parties and litigants shall bear their own attorney's fees and costs. No party or litigant shall be entitled to recover any attorneys' fees or costs from any other party or litigant, regardless of which party or litigant might prevail.

21. HEALTH AND SAFETY REQUIREMENTS.

Provider acknowledges that the City shall have the right to impose, at the City's sole discretion, requirements that it deems are necessary to protect the health and safety of the City employees, residents, and visitors. Provider agrees to comply with all such requirements, including, but not limited to, mandatory vaccinations, the use of personal protective equipment (e.g. masks), physical distancing, and health screenings. Provider also agrees to make available to the City, at the City's request, records to demonstrate Provider's compliance with this Section.

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 the City. Provider shall defend, indemnify, and hold City (including its officials, directors, officers, employees, and agents) free and harmless from any

claim or liability arising out of any failure or alleged failure to comply with such laws and regulations pursuant to the indemnification provisions of this Agreement.

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 the 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:

Subject to the language of Section 33, 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 the City and Provider.

26. PREVAILING WAGES:

Provider is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq. as well as California Code of Regulations, Title 8, Section 1600, et seq., (“Prevailing Wage Laws”) which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. Provider agrees to fully comply with such Prevailing Wage Laws if the services are being performed as part of an applicable “public works” or “maintenance” project as defined by the Prevailing Wage Laws and if the total compensation is \$1,000 or more. City, upon Provider’s request, shall provide Provider with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Provider shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the services available to interested parties upon request; and shall post copies at the Provider’s principal place of business and at the project site. Provider shall defend, indemnify, and hold the City (its elected officials, officers, employees, and agents) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

27. 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.

28. 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.

29. SIGNATORY:

By signing this Agreement, signatory warrants and represents that they executed this Agreement in their authorized capacity and that by their signature on this Agreement, they or the entity upon behalf of which they acted, executed this Agreement.

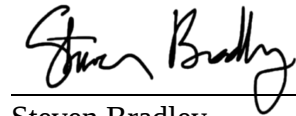
30. CONTROLLING AGREEMENT:

In the event of a conflict between the terms and conditions of this Agreement (as amended, supplemented, restated or otherwise modified from time to time) 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

ITERIS, INC.
A Delaware corporation



Steven Bradley
Vice President

CITY OF ALAMEDA
a municipal corporation

Jennifer Ott
City Manager



Khristine Arakaki
Assistant Secretary

RECOMMENDED FOR APPROVAL

Signed by:



Erin Smith

Public Works Director

APPROVED AS TO FORM:
City Attorney

DocuSigned by:



Len Astorian

Assistant City Attorney



Iteris' Response to
Request for Qualifications

Transportation Planning and Engineering Services

Electronic Submittal

April 7, 2025

Submitted to:





510.295.4607
iteris.com

1999 Harrison Street, Suite 1675
Oakland, CA 94612

Exhibit A

April 7, 2025

Mr. Scott Wikstrom
City Engineer
City of Alameda Public Works Department
950 West Mall Square, Room 110
Alameda, California 94501

Re: Statement of Qualifications for Transportation Planning and Engineering Services for the City of Alameda, CA

11477-318.25

Dear Mr. Wikstrom:

Iteris, Inc. (Iteris) submits our enclosed statement of qualification (SOQ) in response to the City's Request for Qualifications (RFQ) to provide on-call Transportation Planning and Traffic Engineering Services to the City of Alameda. The projects that will arise from this on-call will provide unique opportunities for the City to provide quality community services and improve public safety and accessibility, quality of life, and economic prosperity for its residents. We welcome opportunities such as this as they reflect our own company's values. At Iteris, we combine our specialties to plan, design and implement innovative solutions that help government agencies and municipalities support local businesses and provide quality community services, improve mobility, safety, and accessibility, and advance the development of thriving communities.

Established in 1987, Iteris is a transportation engineering firm specializing in the fields of traffic engineering, traffic signal systems, ITS, and transportation planning. Our firm offers a team of highly experienced engineers, planners, and data analysts with extensive knowledge of transportation engineering, planning, design, management, and operations. Iteris specializes in the design, evaluation, and operation of intersections and arterials to improve the efficiency and safety of vehicular traffic flow, pedestrian mobility and accessibility, transit operations, and bicycle traffic.

We are proud to have provided on-call support to the City of Alameda for the past five years and to over 50 public agencies in the Bay Area, including Fremont, Emeryville, Walnut Creek, CCTA, San Ramon, MTC and Concord over the past five years. Most of our on-call clients are repeat clients that continue to work with our team based on our performance and streamlined approach for on-call assignments.

Iteris proposes Mr. Matt Wages, PE, as the Project Manager for this on-call service. Mr. David Huynh will support Matt as the Principal-In-Charge (PIC). Both have supported the previous on-call services contract with the City of Alameda.

Thank you for your consideration of our SOQ. This proposal and rate schedule are good for 90 days from April 7, 2025. We are excited to continue assisting the City with projects that arise from this on-call contract. Please contact me at (510) 423-0742 or dxh@iteris.com, or our designated Project Manager, Mr. Wages, at (510) 356-0010 or mwages@iteris.com, should you have any questions.

Sincerely,
Iteris, Inc.

A handwritten signature in blue ink, appearing to read "David Huynh".

David Huynh, PE
Vice President
Mobility Consulting Services

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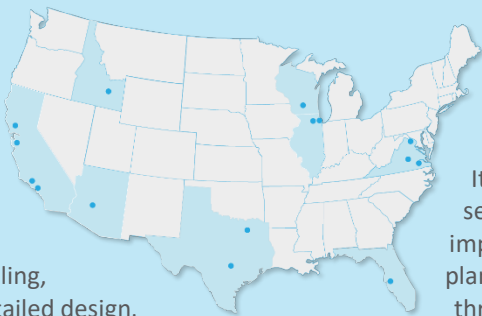




DESCRIPTION OF ORGANIZATION, MANAGEMENT, & TEAM MEMBERS

Iteris is the market leader in smart mobility infrastructure management since 1987. Iteris’ 460+ staff have decades of expertise in traffic management, along with superior services and patented products that help detect, measure, and manage traffic and vehicular performance, minimize traffic congestion, enhance safety, and empower Iteris clients with solutions to better manage their transportation networks.

Iteris team members are experts in the fields of transportation planning, traffic engineering, and Knowledge of these practice areas enables provide comprehensive ranging from initial traffic studies, transportation modeling, systems engineering, and detailed design, implementation and performance measurement/monitoring. Iteris combines the knowledge of transportation engineers, systems engineers, system integrators, software engineers, and transportation planners to offer an unmatched combination of talent and experience. Iteris develops and deploys innovative solutions that help agencies reduce traffic congestion, enhance transit use, monitor and manage transportation networks and provide greater access to reliable traveler information.



ITS.

Iteris to services impact planning, through



Address
Iteris, Inc.
1999 Harrison Street, Suite 1675
Oakland, CA 94612

Years in Business 35

Proposal Contact Person
Matt Wages, PE
Project Manager
mwages@iteris.com
510-356-0010

Iteris’ Core Disciplines

Iteris was founded based on the principle of providing quality solutions on time and within budget. Committed to the transportation industry, Iteris applies in depth knowledge to solve the most challenging problems associated with the movement of people and goods to enhance a growing economy. Iteris delivers precise solutions that meet customer needs and expectations in the following areas:

							
ITS & Engineering	Mobility & Analytics	Data Insights	Smart Communities	Connected & Autonomous Vehicles	Integration, Operations & Maintenance	Advanced Traveler Information Systems	Commercial Vehicle Operations

Meet the Project Manager

Matt Wages will serve as the Project Manager for this on-call contract and will be the principal contact with the City and any other entities at the City’s direction. Matt will be responsible for coordinating staff activities, coordinating meetings, project strategy, and will oversee work from project inception to completion. Matt serves as a Lead Engineer for Iteris’ Mobility Consulting Services division and has been with the firm since August 2019. He has more than 16 years of hands-on technical and project management experience in many areas of Intelligent Transportation Systems (ITS), traffic engineering and design, traffic signal timing and systems integration. Matt’s main focus is in the areas of advanced technologies for ITS, transportation management systems, communications networks, Closed-Circuit Television (CCTV) systems, Bus Rapid Transit (BRT) and Transit Signal Priority (TSP), and railroad and Emergency Vehicle Preemption (EVP). His wide range of skills focuses on the planning, design, deployment and integration of advanced technologies and electrical systems for transportation management. Matt has led and contributed to several projects and task orders within Alameda in the last five years of Iteris’ on-call agreement with the City, making him an ideal choice for continuing excellent on-call support to the City.



Matt Wages, PE
Project Manager

Education & Registrations
BS, Civil Engineering
PE, CA #82548

Project Team Organization

With offices in Oakland, Santa Rosa, Santa Ana, and Los Angeles, Iteris has the resources of **over 100 team members throughout California** dedicated to Traffic Engineering, Transportation Planning, and ITS. Iteris’ proposed team organization is provided in **Figure 1**. Staff member’s experience and location are presented in **Table 1**.

Figure 1 – Project Team Organization

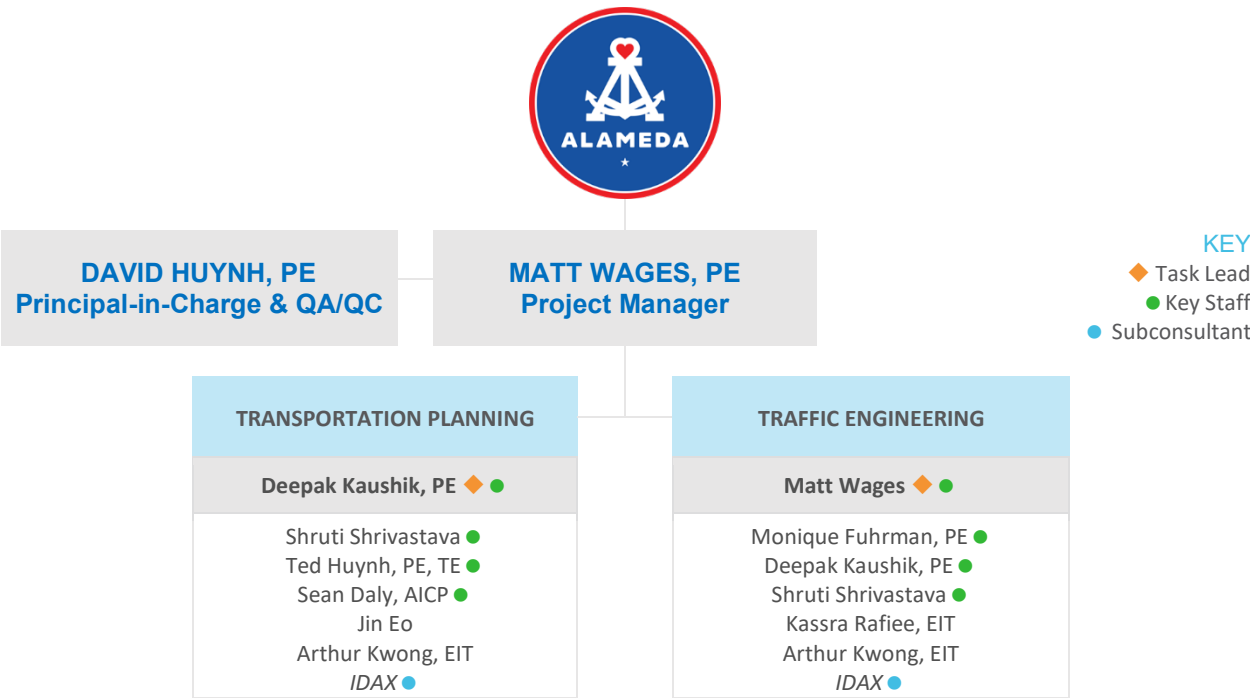


Table 1 –Team Members, Role, Location and Experience

STAFF	ROLE	LOCATION	Transportation Planning					Traffic Engineering						
			Multi-Modal Planning & Design	Transit Planning, Design, & Operations	Transportation Demand Management	Traffic Calming & Parking	Grant Writing & Support	Traffic Signal Timing & Coordination	Traffic Impact Analysis	Corridor Studies	Roadway & Intersection Design	Traffic Operations Analysis	Modelling & Forecasting	CEQA Processes & Traffic Analysis
Matt Wages, PE	Project Manager/ Task Lead	Oakland, CA	●	●		●	●	●		●	●	●		●
David Huynh, PE	Principal-in-Charge	Oakland, CA	●	●		●		●			●	●		●
Deepak Kaushik, PE	Task Lead	Santa Ana, CA	●		●	●		●	●	●		●	●	●
Monique Fuhrman, PE	Task Support	Oakland, CA	●	●		●	●		●		●	●		●
Shruti Shrivastava	Task Support	Oakland, CA	●	●		●		●	●	●		●		●
Ted Huynh, PE, TE	Task Support	Santa Ana, CA		●	●	●		●	●	●	●	●	●	●
Sean Daly, AICP	Task Support	Santa Ana, CA					●					●	●	
Jin Eo	Task Support	Santa Ana, CA	●		●	●	●		●	●		●	●	●
Arthur Kwong, EIT	Task Support	Oakland, CA	●	●				●	●	●	●	●	●	
Kassra Rafiee, EIT	Task Support	Oakland, CA	●	●		●		●			●	●		●

Project Team Profiles



We have assembled a team of knowledgeable, experienced engineers and planners to provide the requested services to the City of Alameda. The following present brief overviews of their experience. Full resumes and project experience are provided in the Appendix.

DAVID HUYNH, PE

Role on Project
Principal-in-Charge &
QA/QC

Availability 35%

Education &
Registrations
MS, Civil Engineering
BS, Civil Engineering

PE, CA #60230



Mr. Huynh brings over 29 years of transportation experience having worked in both the public and private sectors. He serves as a Vice President of Iteris’ Mobility Consulting Services and has been with the firm since June 2014. His technical focus of experience is in traffic engineering, PS&E design, Intelligent Transportation Systems (ITS), signal operations, signal systems, communications design, Transit Signal Priority (TSP) design and implementation, connected vehicle development and implementation, and systems engineering.

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DEEPAK KAUSHIK, PE

iteris®

Role on Project
Transportation
Planning Task Lead

Availability 45%

Education &
Registrations
BS, Civil Engineering

PE, CA #72838



Mr. Kaushik has over 24 years of transportation planning and engineering experience, which includes transportation systems analysis, multimodal mobility planning, highway operations, traffic safety, and travel-demand modeling. He enjoys the technical aspects of the projects he manages, but also embraces the interaction with stakeholders, city officials, and the public. Most of all, he welcomes the challenge of finding solutions that improve mobility for all users.

MONIQUE FUHRMAN, PE

iteris®

Role on Project
Task Support

Availability 55%

Education &
Registrations
BS, Civil Engineering

PE, CA #82740



Ms. Fuhrman has over 14 years of experience working in the fields of traffic engineering, transportation design, ITS design and planning, public works engineering, and civil site engineering. Ms. Fuhrman has performed analyses as part of traffic studies using the traffic analysis software Synchro and HCS. She has also prepared traffic analysis and design in compliance with standards set forth by the California Department of Transportation (Caltrans), the Los Angeles Department of Transportation (LADOT), and various local municipalities in Northern and Southern California. Ms. Fuhrman has extensive experience with fiber optic communication projects, including signal interconnect, fiber, and wireless design for various communication applications. Her civil site engineering experience is in both public and private sector engineering projects. Ms. Fuhrman has provided support to various types and phases of projects including traffic control, signing and striping plans, grading, demolition plans, erosion control plans, storm water management, fiber optic design, street lighting design, communications, traffic impact studies, traffic signal modification, and utility design.

SHRUTI SHRIVASTAVA

iteris®

Role on Project
Task Support

Availability 40%

Education &
Registrations
MS, Civil Engineering
BS, Civil Engineering



Ms. Shrivastava has over 10 years of experience working in the fields of signal coordination, traffic control systems, traffic operational analysis, transportation planning, parking studies, and simulation and modeling. She has extensive experience in macro and microscopic traffic simulation software and model development and application. She has experience with a variety of software packages including Synchro, SimTraffic, SIDRA, VISSIM and HCS.

Shruti has worked on numerous signal coordination projects throughout the San Francisco Bay area including MTC's PASS projects for 2013-2018. She has experience with a variety of software packages including Synchro, SimTraffic, SIDRA and HCS. She has worked with various traffic signal controllers and controller software. She has also worked with various central management systems.

Shruti is a strong cross-functional team leader that mentors junior engineers and inspires a culture of excellence. She has a track record of leading project teams to meet project scope, budget, and deadline. She is a detail-oriented multi-tasker that quickly learns new systems, operations, and performance measures and thrives in both independent and team-centered environments.

TED HUYNH, PE



Role on Project
Task Support

Availability 50%

Education & Registrations
MA, Civil Engineering
BS, Civil Engineering

PE, CA #80087
TE, CA #2778
PTOE #5882



Mr. Huynh has over 15 years of experience working in the field of transportation engineering. His expertise includes traffic operations analyses, transportation impact analyses, traffic microsimulations, parking management planning, rail planning, complex spreadsheet and dataset analyses, cost estimation, and benefit-cost analyses. Mr. Huynh’s software experience includes VISSIM, Synchro, SimTraffic, Vistro, ArcGIS, HCS, Adobe Creative Suite, Microsoft Office, and AutoCAD.

SEAN DALY, AICP



Role on Project
Task Support

Availability 40%

Education & Registrations
MCP, City Planning
BA, Geography



Mr. Daly has 21 years of public sector and professional consulting experience in transportation planning and has been with Iteris since 2006. Sean’s approach to planning puts people first to ensure access and connectivity rather than barriers and isolation. He is supported by Iteris’ focus to bring professional planning services to his clients through a broad array of knowledge, expertise, and experience. He recently led multiple grant application efforts for active transportation, roadway, transit and bridge projects. Sean is available to provide support for the City for any and all aspects of grants, from the technical analysis component to guiding staff through the application submittal phase. In 2022 and 2023, Mr. Daly authored the successful West Santa Ana Branch Transit Oriented Communities and Downtown Los Angeles Transit Oriented Communities awarded grants (Federal Transit Administration), the Zero Emission Busses and Charging Infrastructure Deployment and System Integration under the CalSTA Transit and Intercity Rail Capital Program, and the La Brea Avenue Complete Streets Project under the Safe Streets for All Program, and the Port of Long Beach North Harbor Transportation System Improvements MARAD Port Infrastructure Development Grant totaling \$243 million in awards.



ORGANIZATION QUALIFICATIONS

Services Relevant to this On-Call

Iteris has extensive, relevant experience in transportation planning and traffic engineering and has worked with numerous agencies throughout California. Projects range from planning and design to the implementation of multimodal transportation systems.

TRANSPORTATION PLANNING		
• Travel Demand Modeling and Forecasting • Transit Planning • Traffic Impact Analysis • Graphic Information Systems • Microsimulation • Goods Movement • Bus Rapid Transit	• Environmental Studies • Airport Ground Access • Area-Wide Circulation Plans • Corridor Studies • Neighborhood Traffic Impacts • Non-Motorized Planning • Parking Studies • Policy Analysis	• Land-Use Planning • Master Plan Development • Light Rail Transit • Strategic Transportation Plans • System Performance Monitoring • Traffic Operations Analysis • Transportation Finance

Every successful project begins with thorough planning, from site access studies for neighborhood commercial centers to route alignment studies for new rail corridors. Iteris applies technical planning expertise to a wide variety of transportation projects, establishing a solid foundation of success in Transportation Planning. Iteris thoroughly understands the project development process and the importance of building public consensus in order to implement successful, long-term transportation solutions. Iteris offers experienced transportation planners who exemplify innovation in multimodal travel demand modeling, traditional and innovative transportation planning, and traffic engineering. Iteris’ transportation planners apply travel demand modeling to prepare transportation master plans for cities and counties, as well as for large private development projects. Iteris’ expertise in goods movement analysis and forecasting makes the firm a leader in traffic analysis, circulation, and master planning for ports and airports. Iteris’ expertise in traffic operations analysis allows the firm to team with agencies proposing roadway and freeway improvements. Iteris is involved in every facet of transit planning, from conceptual corridor alignment studies to environmental clearance of light rail, heavy rail, commuter rail, and Bus Rapid Transit (BRT). Iteris is also at the leading edge of traffic impact fee studies, climate change analysis related to transportation, and can assist clients with Senate Bill 743 (SB-743) Vehicle Miles Traveled (VMT) analysis, climate action plans, Greenhouse Gas Emissions (GHG) studies, and transportation system sustainability planning.

TRAVEL DEMAND MODELING/FORECASTING	
• Model Development • Model Calibration and Validation • Customization • Tour-based Models • Trip Generation, Distribution and Assignment • Special Generators • Transit Modeling • Model Installation • Model Applications and Scenarios • Agency Staff Training • Modeling Research	 Iteris has a reputation as an industry leader for its expertise in travel demand model application and special purpose focused modeling for multimodal travel, heavy duty truck, rail, BRT, ports and airports, and active transportation demand forecasting. Iteris staff have worked closely with various regional and subregional agencies including SCAG, ATAM, VCTC, Metro, OCTA, RCTC, WRCOG, and SBCTA for over 25 years in the development and application of some of the largest and most intricate travel demand models. Iteris has also developed city-wide models for General Plan Circulation Elements and special studies for over 30 local agencies; complex highway and transit corridor models for interchange and alignment studies; and subregional and area-wide models. Iteris staff specialize in the development of county-wide and city-wide models, including the development of the current ATAM, Ventura County, Riverside County, and Imperial County models. Most importantly, Iteris developed and has maintained the current ATAM model for nearly 10 years and has used it to support multiple development projects.

TRAVEL DEMAND MANAGEMENT (TDM)

- TDM Ordinance Development
- Last-Mile and Trip Reduction Analyses
- Curb Utilization Plans
- Advanced Intelligent Transportation System
- Micro-Transit
- Park and Ride Facilities



TDM strategies reduce the number of vehicles travelling on roadways by promoting alternatives to driving alone. These alternatives include rail and bus transit, ridesharing options like carpools and vanpools, and active transportation options like bicycling and walking. Higher-occupancy travel modes such as rail transit, lanes for HOV, and managed lanes do more than reduce demand by single-occupant vehicles; they also have the capacity to transport a larger number of people. TDM programs improve mobility, accessibility, and air quality. Changes in technology, the workplace, business travel, and personal travel are changing the travel behavior in communities which will create both challenges and opportunities. The Iteris Team provides policy support to agencies developing TDM programs through development requirements or incentives by providing expertise in the followings areas but not limited to micromobility planning; neighborhood electric vehicle planning; emerging technologies/advanced ITS; TDM studies, plans and pilot projects; commuter policies and programs technical support; market research; marketing and branding; and airport access strategies.

PARKING ANALYSIS AND STUDIES

- Parking Supply/Demand Analysis
- Parking Planning and Policy Reviews and Studies
- Demand Management Analysis
- Parking Operations, Technology, and Implementation
- Parking Design



Iteris provides a broad range of consulting services related to parking facilities, supply and demand studies; facility layout and design; access and control plans; site selection; and parking management. Iteris staff have also prepared numerous parking studies relevant at the City and neighborhood level, ranging from parking demand and capacity analyses for large projects and downtowns, shared parking demand projections for new projects and site redevelopments, on-street parking policy review, parking facility design and circulation, and parking demand mitigations as part of the suite of transportation demand management (TDM) strategies. The Iteris team understands the need for parking analyses to also correspond and listen to stakeholder and staff concerns while going through the study process, in order to meet and “right-size” the needs of the community

PEDESTRIAN, BICYCLE AND COMPLETE STREETS PLANNING & DESIGN

- Bicycle Master Plan
- Bicycle Lane and Cycle Track Planning Design
- Bicycle Box Design
- Low-Cost Curb Modification
- Pedestrian Safety and Access Study
- Pedestrian Safety Auditing
- Pedestrian Crosswalk Enhancement
- Safe Routes to School
- Complete Street Planning and Design
- Traffic Calming Pedestrian and Bicycle Advocacy



Iteris has successfully completed innovative bicycle- and pedestrian-related planning and design that involved roadway features of traffic calming, active transportation, and complete street. These projects are usually safety driven in response to the concerns about lack of bicycle or pedestrian facilities or speeding issue. Iteris staff are highly experienced in project technical support and are able to assist from project initialization through the completion of construction phase. Many of Iteris’ recommendations include both specific projects and systemic improvements, including addition of bike lane, enhanced intersection treatment for bicycle and pedestrian, upgrade of signage, deployment of warning flashers and modifying striping to reduce conflicts between bicycles and parked vehicles. Projects such as this include the City of Los Angeles’ Bicycle Plan’s First Five-Year Implementation Strategy Traffic Study and Outreach, the North Santa Monica Boulevard (NSMB) Reconstruction for the City of Beverly Hills and the Design and Implementation of Traffic Signal Synchronization along Four Bicycle Corridors for the City of Pasadena. Iteris staff have assisted numerous agencies in application of HSIP projects and the subsequent PS&E and permitting phases. Iteris staff are seasoned with benefit-cost ratio calculation procedures and requirements, including the HSIP Analyzer.

TRANSIT PLANNING

- BRT/LRT Planning, Design, and Deployment
- Transit Signal Priority Design & Deployment
- BRT/LRT At-Grade/Grade Separation Analysis
- Transit Oriented Development
- Cost/Benefit Analysis
- Railroad Grade Crossing Analysis
- Trip Planning Tools
- Transit/Highway Interface Simulation Modeling
- Environmental Clearance of Transit Facilities



Iteris has been involved with many facets of transit planning, design, design-build, and operations. Projects have included route alignment studies, traffic engineering studies, impact analysis, Bus Rapid Transit (BRT) and Light Rail Transit (LRT) planning, operational analysis and priority systems, and transit ITS. Iteris has participated in the study, design, and deployment of numerous transit enhancements, such as traveler information systems and has utilized various technologies in the detection of the transit vehicles, transit priority request generation, and priority logic implementation. Transit planning and operational analyses have ranged from buses in mixed flow, to on-street dedicated lanes and to off-street busways in exclusive rights of way. Iteris’ operational experience includes the development of transit operation strategies and web-based trip planning tools such as trip planning tools for transit users and scheduling tools for transit operators. Services provided include ridership forecasting, grade crossing analysis, bus-rail interface planning, planning and design of park-and-ride facilities, and non-motorized transit access plans. Iteris has also been involved in station location studies and environmental clearance for urban subway and commuter rail systems.

REGIONAL PLAN / CORRIDOR DEVELOPMENT

- Goods Movement Analysis and Transportation System Impacts
- Cost/Benefit Analysis of Goods Movement Projects
- Railroad Grade Crossing Analysis



Iteris provides multiple component services for regional, area wide and corridor transportation planning. Iteris also provides travel demand model development and calibration for regional, countywide, citywide and project-level analysis. Iteris conducts various topical analyses that support regional planning efforts such as goods movement, highway and transit system assessment, financial forecasting of fiscal constraint, project identification and prioritization. Iteris has supported recent regional planning and corridor development efforts including the Riverside County Transportation Commission’s (RCTC) Long Range Transportation Plan (LRTP), the South Bay Cities Council of Government’s (SBCCOG) Highway Assessment, and the Southern California Association of Governments (SCAG)/Ventura County Transportation Commission’s (VCTC) US-101 Multimodal Corridor Study. Throughout client support on these efforts, Iteris is always mindful of federal and state mandates such as FAST Act, Greenhouse Gas (GHG) reduction targets, SCS goals, as well as funding opportunities through Senate Bill 1.

TRAFFIC ENGINEERING

- | | | |
|--|--|---|
| <ul style="list-style-type: none">• Signal System Selection, Design, Deployment, Operation and Coordination• Bicycle Lane Design• Bulb-outs Design | <ul style="list-style-type: none">• Intersection Modifications• Lighting and Parking Design• Traffic Simulation• Pedestrian Crosswalk Enhancement | <ul style="list-style-type: none">• Road Widening/Realignment• Traffic Circles Planning/Design• Traffic Control Plans• Training and Research• Warrant Studies |
|--|--|---|

Iteris specializes in the design, evaluation, and operation of intersections and arterials to improve the efficiency and safety of vehicular traffic flow, pedestrian mobility, transit operations, and bicycle traffic. Iteris has co-authored the industry standard [FHWA Traffic Control Systems Handbook](#) and has assisted many agencies throughout the U.S. in the development of signal operation standards.

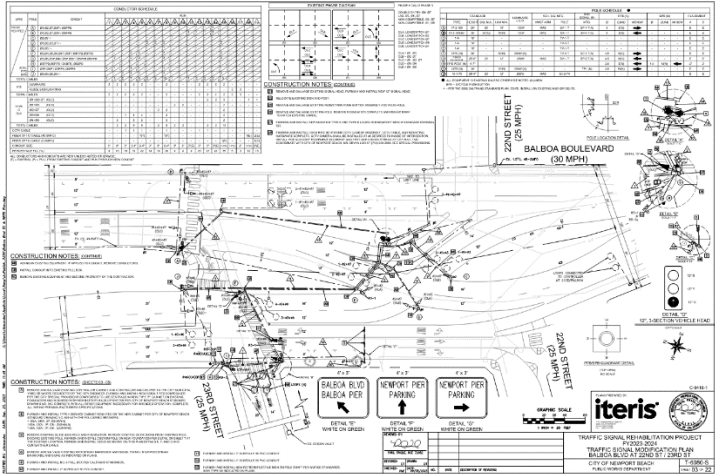
TRAFFIC SIGNAL DESIGN

- Traffic signal design and modification
- TSP and EVP implementation
- Signage and striping
- Detection selection and implementation
- Signal Performance Measures (ATSPM) modifications
- Traffic signal phasing
- Standard development
- Construction Assistance
- Testing and training



As a leader in traffic engineering, Iteris has extensive experience providing planning and design of traffic signals and associated systems to improve safety and efficiency, extend capital investment life, and modify and improve operations, including for transit and emergency vehicles, pedestrians, and bicyclists. **Iteris has been an integral part of design and deployment of thousands of signals nationwide.** Our approach stems from a comprehensive understanding of traffic operations, and our engineers strive to provide cost-effective and problem-solving solutions within our signal planning and design.

Iteris has extensive experiences in all stages of design development from signal system analysis, evaluation, and master planning to detailed Plans, Specifications, and Estimates (PS&E), hardware selection, and integration of hardware in the field. We utilize our extensive equipment knowledge and experience to help municipalities implement the right solution for their needs.

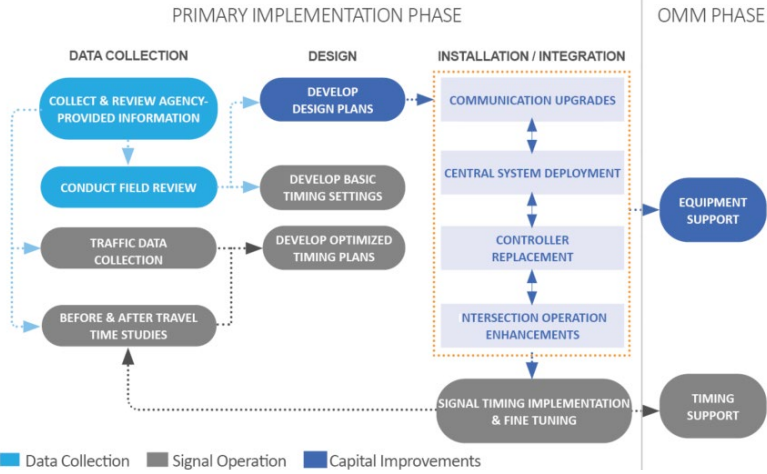


TRAFFIC SIGNAL TIMING AND SYNCHRONIZATION

- Signal timing/coordination analysis
- Inter-jurisdictional and regional traffic signal coordination optimizations
- Traffic signal phasing
- Development of arterial traffic calming measures
- Transit Signal Priority (TSP) timing
- Before and after studies
- Area-wide street network analysis
- Vehicular and pedestrian safety
- Ongoing Operations and Maintenance (O&M)



Iteris excels in the assessment of existing traffic signal timing operations to improve the efficiency and safety of vehicular traffic flow, pedestrian mobility, transit operations and bicycle traffic. **Iteris has designed, deployed or equipped over 1/3 of the signalized intersections in the United States.** Iteris continues to innovate in developing advanced solutions to complex problems with traffic operations. Iteris has extensive experience successfully completing numerous signal timing optimization projects throughout the country.

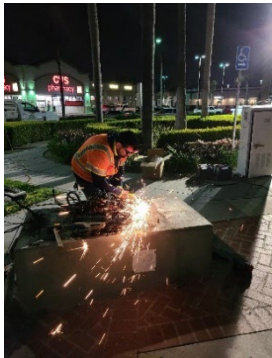


CONSTRUCTION SUPPORT

- Communications Infrastructure
- Community Outreach
- Detour Plans
- ITS Surveillance Elements
- Pre-construction Planning
- Signing and Striping Plans
- Staged Construction Analysis
- Traffic Maintenance
- Traffic Management Centers
- Traffic Management Planning
- Traffic Signal Systems



Iteris keeps traffic moving during project construction. The firm’s ITS, traffic engineering, and transportation planning experts provide a dynamic combination of skills to anticipate traffic management challenges, implement traffic control plans, and design during the different phases of development. Iteris has significant experience in building consensus on construction period traffic patterns among public agencies, business owners, and the public. Iteris also designs temporary installations of traffic control devices such as video/radar detectors, Dynamic Message Signs (DMS), and ramp meters that can be relocated during various stages of construction. Traffic Management Plans (TMP) frequently utilize portable DMS and highway advisory radio. Iteris prepares plans for temporary parking, temporary access to adjoining properties, and transit service and mitigation measures on detour routes. Iteris is fully acquainted with many local agency and Department of Transportation guidelines and requirements for TMP. Iteris also provides program and project management assistance during construction by serving as an extension of agency staff, directly interfacing with adjacent cities, Caltrans, utility companies, and third-party contractors. Iteris will ensure projects are deployed according to plans and specifications, on schedule, and within budget. Iteris staff can be available to support the activities listed below:



- Attendance at pre-bid meeting
- On-site construction support
- Assistance with bid process, selection and award
- Communicating through agency staff, respond to requests for information by Contractor or City staff
- Support approval process of submittals and shop drawings by contractor

ON-CALL SERVICES

- | | |
|---|--|
| • Traffic Engineering | • Travel Demand Modeling and Forecasting |
| • Transportation Planning | • Environmental Studies (CEQA/NEPA) |
| • ITS | • Transit |
| • Traffic Signal Design/Synchronization | • Goods Movement |



Iteris has extensive transportation engineering, planning and ITS on-call experience, having successfully managed and completed hundreds of on-call task orders for a wide variety of public agencies and municipalities. Iteris can serve any technical needs and respond quickly to task orders with accelerated schedules without sacrificing quality of work. The blend of Iteris’ local knowledge and vast transportation management experience provides the resources needed to tackle any technical requests that arise. Iteris’ past on-call engagements have involved the evaluation of impacts to traffic, transit and safety as a result of new developments (i.e. residential, retail, commercial), trip/parking generation, traffic control warrants, queuing analysis, travel demand forecasting, capacity analysis/simulation, pedestrian/bicycle/ transit access studies, origin/ destination analysis (using models, license surveys and MacID addresses), circulation analysis and traffic engineering design tasks (e.g. signals, signing, striping, lighting, temporary traffic control, ITS, ETC.). **Table 2** provides a selection of agencies to which Iteris has provided on-call services over the past five years.

Table 2 – Iteris' Northern California On-Call Experience

CITY/AGENCY	Traffic Engineering & Design	Transportation Planning
City of Alameda	●	●
City of Concord	●	
City of Daly City	●	
City of Dublin	●	
City of Elk Grove	●	●
City of Emeryville	●	●
City of Fremont	●	
City of Gilroy	●	
City of Monterey	●	
City of Rohnert Park	●	
City of San Jose	●	
City of San Rafael	●	
City of San Ramon	●	●
City of Santa Clara	●	
City of South San Francisco	●	
City of Union City	●	
City of Walnut Creek	●	
Contra Costa Transportation Authority	●	●
Metropolitan Transportation Commission	●	●
Napa Valley Transportation Authority	●	●

Subconsultant

For data collection efforts specified in this on-call, Iteris anticipates partnering with our trusted subconsultant partner IDAX Data Solutions. This on-call contract would be served by IDAX's local San Jose office.



IDAX is a transportation data collection company led by a team of accomplished industry experts. The primary owners and principal officers are Scott Lee CEO and Mark Skaggs COO, with a combined industry experience of over 30 years. IDAX applies efficient, cost-conscious, and creative solutions to collect data that are utilized to help solve transportation challenges. IDAX uses the latest data acquisition technologies, and partners with technology leaders to acquire data and deliver it accurately, economically, and in customizable formats. They have worked on a variety of projects for both public agencies and private clients, and we know the importance of the timely delivery of data. Their experience, attention to detail, and ability to meet the customized needs of their clients separate them as a preferred data collection provider.

Company-wide, IDAX employs over 30 full-time employees. As their capacity to service our clients continues to expand across the US, they currently conduct most of their field data collection out of their five offices located in Washington, California (3), and Colorado. IDAX offers a full suite of data collection services out of all these offices and has the capability to service a majority of their clients in a similar capacity throughout the west coast of the US.



REFERENCES, RELATED EXPERIENCE, & EXAMPLES OF WORK

Iteris is well known within the industry and has a long history of successful projects similar in scope for numerous California agencies. With a proven track record of on-time, within-budget performance, Iteris encourages the City to verify with the references provided for the project qualifications provided. Iteris has initiated over 1,000 Transportation Engineering and Planning projects within the last five years for a wide range of public and private entities including local agencies, counties, MPO, and Caltrans. Approximately 70% of these projects represent repeat clients - a testament to Iteris’ ultimate goal of client satisfaction. Iteris’ extensive traffic engineering, transportation planning, and on-call experience is demonstrated by the projects summarized in the following section.

ON-CALL TRAFFIC ENGINEERING SERVICES – ALAMEDA, CA

Reference	Scott Wikstrom, PE, City Engineer, (510) 747-7937, swikstrom@alamedaca.gov		
Staff	David Huynh (PM), Matt Wages, Kassra Rafiee, Monique Fuhrman, Shruti Shrivastava, IDAX (sub)		
Duration	4/2020 – 6/2025	Budget	\$150,000 annually

Iteris has been providing on-call traffic engineering services to the City of Alameda since 2020. In general, Iteris has performed various types of support services under this contract including traffic engineering, traffic signal design and modifications, signal operations and management, signal timing and database updates, traffic engineering studies, and planning for Smart City improvements. During this period, Iteris has provided this array of services through multiple task orders under the on-call contract. A highlight of these services include:

- Acting as an **extension of City staff** to address citizen concerns submitted via the City’s SeeClickFix platform. This included evaluating citizen requests for crosswalks, speed humps and bumps, stop signs, and other similar safety improvements throughout the City. Iteris assisted with developing recommendations for all requests and managing the City’s responses and implementation.
- Prepared **PS&E design for traffic signal modifications and safety improvements** at four intersections under the City’s Highway Safety Improvement Program (HSIP) grant. Improvements include new controllers, controller cabinets, signal poles, signal heads, countdown pedestrian heads, APS, detectable warning surfaces, and signing and striping modifications.
- Modified **signal operations and timing** to relieve heavy congestion caused by student drop-off and pick-up at Earhart Elementary School.
- Provided **signal operations and maintenance support** as the City was planning modernization of their signal system. This involved extensive field work and investigation of the City’s field hardware.
- Prepared concept **striping and signage** designs for various pedestrian safety projects throughout the City, several of which were near schools.
- Updated basic **signal timing** parameters at all traffic signals in the City to meet current standards. Iteris input the updated timing into Cobalt .cfg files for easy download to the controllers by the City. Also included was development of new timing sheets with customized cover sheets for all traffic signals in the City.
- **Prepared the City’s Smart City Master Plan** to outline a path forward for deployment of next generation technology throughout the City, including communications. This plan outlined policy and implementation recommendations, including planning level cost estimates for the recommendations.

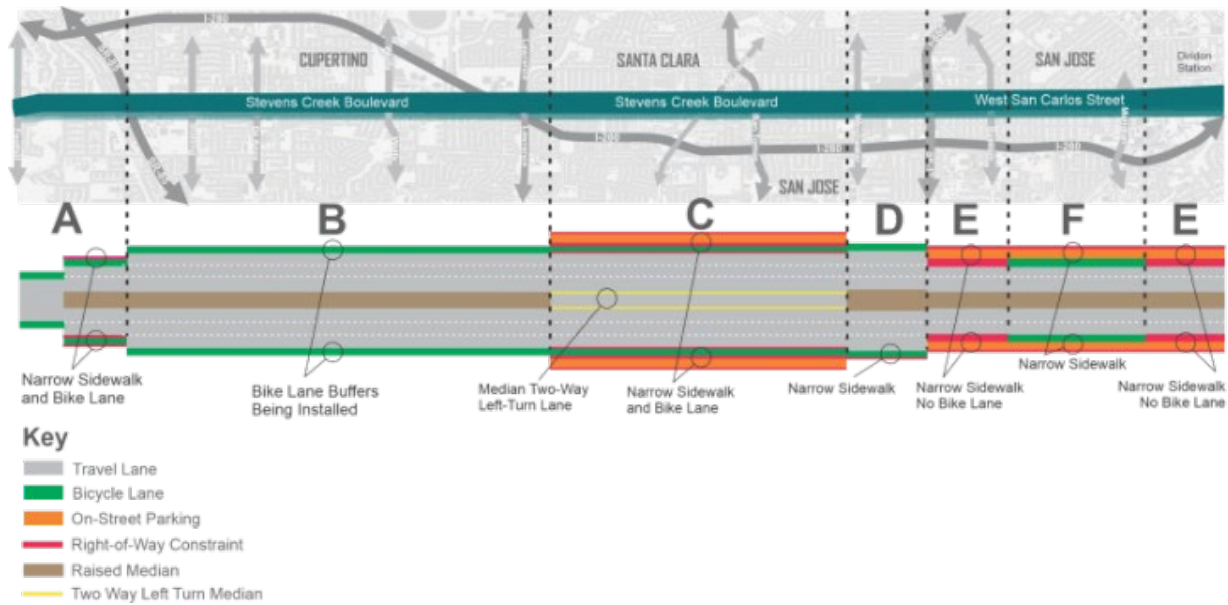
***Project Relevance:** On-Call Services, development of transportation policies (Smart City), data collection, cost estimates, public outreach, preparation of plan documents, transit planning, traffic calming assessment and design, traffic signal timing and coordination, warrant studies, signing and marking design, technology implementation, traffic operations analysis*

TRANSPORTATION PLANNING SERVICES ON-CALL – SAN JOSE, CA

Reference	Ramses Madou, Division Manager, Planning, Policy, and Sustainability, 408-975-3283, ramses.madou@sanjoseca.gov		
Staff	Sean Daly		
Duration	2019 – 12/2024	Budget	\$898,000

Iteris has been providing transportation planning services to the City of San Jose since 2019, supporting two notable projects:

- West San José Multimodal Transportation Improvement Plan** – Iteris is developing the West San José Multimodal Transportation Improvement Plan (MTIP) plan that effectively promotes access, navigability, and sustainable mobility, for all users within the West San José Urban Villages area. The Plan will be developed using a robust transportation project evaluation framework to advance implementation of multimodal projects including transportation system improvements and transportation demand management strategies. The Iteris Team will develop a robust multimodal Project Evaluation Framework to assess the transportation projects as a holistic system. The Framework will be consistent with the California Transportation Commission (CTC) guideline for the Solutions for Congested Corridor Program (SCCP). As part of the project, using VISUM a Mesoscopic Model is developed to analyze the future growth in the study area.
- Stevens Creek Boulevard Corridor Study** – Iteris is the prime consultant for the Stevens Creek Boulevard Corridor Vision Study. The study involves two phases: 1) Vision Statement development and 2) Implementation Plan. The project includes analysis of a high-capacity transit corridor connecting Downtown San Jose to Cupertino. The multijurisdictional effort also includes the City of Santa Clara, County of Santa Clara, and the Valley Transit Authority. As part of the project, extensive GIS analysis of corridor conditions, gap analysis, and evaluation of proposed implementation components was conducted. The resulting Implementation Plan includes specific actions, quantified through GIS, and prioritized through a public process.



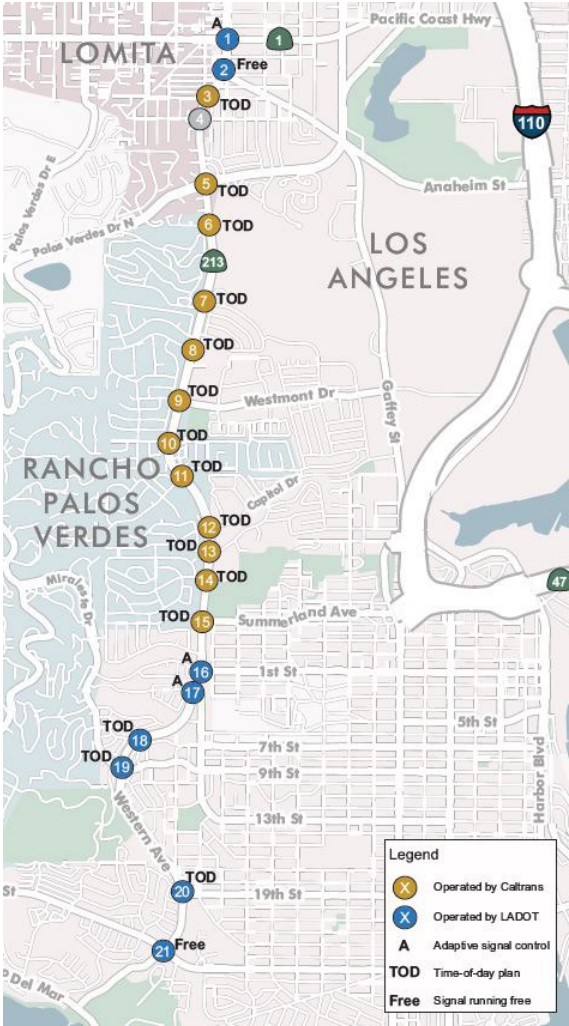
Project Relevance: transportation planning documents, multi-modal corridor planning, transit planning, modeling

WESTERN AVENUE TRAFFIC FLOW IMPROVEMENTS PROJECT – RANCHO PALOS VERDES, CA

Reference	Noel Casil, Senior Engineer, (310) 544-5245, ncasil@rpvca.gov		
Staff	Deepak Kaushik (PM), David Huynh		
Duration	6/2023 – 5/2024	Budget	\$170,000

Iteris prepared a comprehensive, multijurisdictional evaluation of the Western Avenue corridor within the Cities of Rancho Palos Verdes, Los Angeles, and Lomita. In addition to traditional traffic counts and collision data, current conditions were evaluated using Iteris’ ClearGuide® analytics platform, which helped to identify recurring congestion hotspots (where average vehicle speeds are consistently low). Several improvement scenarios were developed, which included improved signal timing plans, adaptive traffic control technology recommendations, and potential modifications to interagency agreements to allow for all traffic signals to be operated by one agency instead of two. The improvement scenarios were prioritized/ranked in terms of their ability to meet the project’s objectives while limiting the complexity or disadvantages to the stakeholder agencies. In order to obtain stakeholder feedback, a Focus Group was established and included representatives from each stakeholder agency as well as LA Metro. The Focus Group held monthly meetings, led by Iteris. The report also included recommendations for improved safety measures and access management, as well as an evaluation of transit signal priority (TSP). Upon completion of the traffic corridor study, the Iteris team prepared the Concept of Operations (ConOps) and Scoping Document to be used to inform the design phase which is now underway. This project was funded by a Measure R grant from LA Metro. Iteris is now leading the design as part of a separate project.

Project Relevance: Corridor studies, feasibility studies, transit operations (TSP), preparation of plan documents, data collection



ON-CALL TRAFFIC SIGNAL ENGINEERING SERVICES – FREMONT, CA

Reference	Daniel Miller, Senior Transportation Engineer, 510-494-4789, dmiller@fremont.gov		
Staff	David Huynh (PM), Matt Wages, Kassra Rafiee, Monique Furhman		
Duration	3/2015 – Ongoing	Budget	\$250,000 annually

Iteris has been providing on-call engineering services to the City since 2015. This includes an on-call contract for the duration from 2014 to 2016, 2016 to 2021, and our current on-call contract for 2021-2026. In general, the work performed under this on-call includes traffic engineering, designing traffic signal improvements, developing traffic signal timing and coordination, signal operations and management, and developing and implementing Intelligent Transportation System (ITS). During this period, Iteris has provided an array of services through multiple task orders under the on-call contracts. A highlight of these services include:

- Prepared **PS&E design for traffic signal modification** and new **fiber optic interconnect** as part of a major streetscape project.
- Provided **peer-review of traffic signal and communications design** for new signals and modifications of existing signals as part of development and capital improvement projects.
- Developed a **city-wide fiber optic communications inventory** that included developing a **GIS-based inventory** and location of all fiber optic conduits, cables, pull boxes, and splice closures. This also included creating and updating all fiber optic splice diagrams for the entire network.
- **Designed fiber optic** splice diagrams as part of communication network topology updates, extension of the fiber optic network, and bringing on new signalized intersections.
- **Designed communications upgrades** (interconnect termination assignments) for the conversion of legacy serial communications to ethernet-over-copper utilizing existing signal interconnect cables.
- Supported City staff with **trouble-shooting** fiber optic communications issues. This included reviewing contractor's proposed testing plans, and reviewing fiber optic test results (i.e., OTDR and power meter) to ensure the work was done correctly and met project specifications for allowable loss tolerances.
- Supported City staff with **development of controller signal timing updates** associated with new traffic signals, traffic signal modifications, and adaptive signal system implementation.
- **Developed and implemented signal coordination plans** along multiple corridors.
- Supported City staff for the **design and implementation of a Quiet Zone** at an at-grade railroad crossing. Services provided included a **peer-review of the signal modification plans** prepared by City staff, and **developing railroad preemption timing plans** for the traffic signal controller.

Project Relevance: On-call services, traffic signal timing, design plans (traffic signal, communications), technology assistance

ON-CALL TRAFFIC ENGINEERING CONSULTANT SERVICES – EMERYVILLE, CA

Reference	Ryan O’Connell, Senior Civil Engineer, (510) 596-4346, roconnell@emeryville.org		
Staff	David Huynh (Project Manager), Matt Wages, Kassra Rafiee, Shruti Shrivastava, Monique Fuhrman, Sean Daly, Jin Eo, IDAX (sub)		
Duration	8/2019 – Ongoing	Budget	\$80,000 annually

Iteris has been retained as the On-Call Traffic Engineering Consultant to the City to provide traffic engineering and Capital Improvement Program (CIP) project support. Iteris is providing this service under a multi-year contract that began in 2019. In general, the work performed under this on-call includes traffic engineering, traffic signal system operations and management, signal timing and coordination, traffic signal design, review of safety studies, transit signal priority, ITS design and planning, and other general traffic engineering services. CIP and development project support includes design peer-review support and design services during construction such as review of contractor submittals. During this period, Iteris has provided an array of services through multiple task orders under the on-call contract. A highlight of these services include:

- Developed system requirements and assisted with the procurement and deployment of a new centralized traffic signal system to replace an existing legacy system.
- Provided project oversight and technical support in the deployment of an automated traffic signal performance management (ATSPM) system and virtual bicycle detection system.
- Developed new controller timings for new signalized intersections.
- Developed and implemented new coordinated signal timing plans.
- Performed traffic signal design for new traffic signal.
- Performed intersection operational analysis.
- Provided grant documentation support to assist with grant reporting requirements and close out.
- Developed and implemented passive pedestrian detection utilizing video detection system at multiple intersections along a retail corridor.
- Developed a city-wide Engineering and Traffic Survey (E&TS) to establish speed limits.
- Provided plan review of traffic signal and communications design plans developed as part of new developments.
- Provided review of contractor submittals for traffic signals and communications construction projects.
- Currently developing the City’s Local Roadway Safety Plan (LRSP).

Project Relevance: *On-Call Services, grant support, transit operations, traffic signal timing and coordination, data collection, corridor and intersection analysis, traffic operations analysis, warrant studies, traffic engineering design, implementation and construction support*

ON-CALL TRAFFIC ENGINEERING SERVICES – ROHNERT PARK, CA

Reference	Jason Sampietro, Associate Engineer, 707-588-2235, jsampietro@rpcity.org		
Staff	Matt Wages (PM), David Huynh, Kassra Rafiee, Monique Fuhrman		
Duration	2/2020 – Ongoing	Budget	\$100,000 annually

Iteris has been serving the City of Rohnert Park since 2020. Iteris supports the City with services such as traffic engineering, traffic and pedestrian safety, traffic signal improvements, complete streets, lighting, grant support, and plan check services. During this period, Iteris has provided an array of services through multiple task orders under the on-call contract. A highlight of these services include:

- Provided **peer-review/plan check** of traffic signal design for signal modifications to implement flashing yellow arrow permissive left turn operations. Design review included review of traffic control, signal wiring, and civil improvements for pedestrian refuge island.
- Developed three **HSIP grant applications** on behalf of the City for a roundabout project, signal improvements, and rail safety improvements.
- Prepared PS&E for multiple **pedestrian safety projects** which included the implementation of Rectangular Rapid Flashing Beacons (RRFBs), bulb-outs, pedestrian ramps, and signage and striping improvements. These projects involved assisting with coordination for local funding through OBAG.
- **Prepared design concepts** for a Complete Streets project which will transform a key entry point to the City by integrating improved striping, medians, roadway and pedestrian lighting, and traffic signal modifications.

SUCCESS STORY

Iteris' grant application services on this On-Call helped the City secure **\$1.7M in HSIP grant funding**

Project Relevance: On-Call Services, pedestrian facility design, traffic calming assessment and design, peer review, grant support, signing, marking and striping plans, intersection design, complete streets, implementation and construction support



ON-CALL SERVICE APPROACH

Iteris has a long and rich history in the performance of on-call traffic engineering services for various types of transportation projects. Our knowledge and depth of resources enable us to immediately begin specific projects upon a notice-to-proceed with minimal start-up time or learning curve. Our team is comprised of engineers and planners whose expertise includes traffic engineering, transportation planning, design, and operations, a mix of skills we believe will best serve the City's traffic and transportation engineering needs. Iteris will perform the following as part of any task order for the City:

- ✓ **Be extremely responsive** to City requests for assistance and assignment task order proposals.
- ✓ **Collaborate closely with City engineering staff** on the goals, requirements, and address any identified issues for each project assignment.
- ✓ **Coordinate and work with other City professionals** as needed to perform services related to the project assignment.
- ✓ **Provide regular status updates** to City staff, discuss any requirements and procedures affecting project progress, and propose solutions if needed. This includes the preparation of Control Reports which describe completed work, issue resolution, plans for upcoming reporting period, as well as detailed cost status and estimations of completion.
- ✓ **Provide Quality project deliverables**, plans, reports, etc. based on the City's methodology, guidelines, and preferences. All task orders shall undergo quality and constructability review, ensuring that work is consistent with City and County standards, as well as industry standards such as Caltrans, Greenbook, APWA, AWWA.

Our **Project Manager, Mr. Matt Wages, PE**, will be involved in every task order and will mobilize the proper team resources to successfully complete each assignment. Upon receipt of a Request For Assistance from the City, Mr. Wages will ensure each task order follows a consistent process:





BILLING RATES

Table 3 provides proposed rates for all team members shown on our organizational chart for this on-call. **Table 4** provides a schedule of Iteris standard hourly rates by job classification for any additional staff who may support tasks on this on-call during the on-call term.

Table 3– Named Staff Rate Schedule

STAFF	ROLE	CLASSIFICATION	BILLING RATE
Matt Wages, PE	Project Manager/ Task Lead	Lead Engineer	\$302
David Huynh, PE	Principal-in-Charge	Vice President	\$363
Deepak Kaushik, PE	Task Lead	Associate Vice President	\$272
Monique Fuhrman, PE	Task Support	Senior Manager	\$300
Shruti Shrivastava	Task Support	Senior Engineer I	\$236
Ted Huynh, PE, TE	Task Support	Senior Manager	\$273
Sean Daly, AICP	Task Support	Senior Manager	\$250
Jin Eo	Task Support	Associate Engineer	\$148
Arthur Kwong, EIT	Task Support	Associate Engineer	\$160
Kassra Rafiee, EIT	Task Support	Associate Engineer	\$160

Table 4 – Iteris Standard Category Rate Schedule

CLASSIFICATION	STANDARD BILLING RATE
Support Staff I	\$130
Support Staff II	\$213
Assistant Engineer/Planner	\$149
Associate Engineer/Planner	\$176
Engineer/Planner	\$188
Senior Engineer/Planner/Manager I	\$236
Senior Engineer/Planner/Manager II	\$254
Lead Engineer/Senior Manager	\$302
Associate Vice President/Principal/Director	\$335
Vice President/Chief Scientist	\$435

Standard Terms and Conditions

- Rates shown in both tables above are effective through 6/30/2026.
- Task orders will utilize individual staff rates at the time of the Letter Proposal submission, not to exceed max billing rates.
- An escalation of 4% will apply to the rates above effective July 1st of each year.
- Subconsultant/subcontractor and equipment expenses will be billed at a 10% markup, unless otherwise negotiated.
- Other direct expenses will be billed at cost, unless otherwise negotiated.
- All mileage rates will be based upon IRS standard rates.



APPENDIX A RESUMES

Resumes for these staff are on the following pages:

- Matt Wages, PE
- David Huynh, PE
- Deepak Kaushik, PE
- Monique Fuhrman, PE
- Shruti Shrivastava
- Ted Huynh, PE, TE
- Sean Daly, AICP

MATT WAGES, PE

PROJECT MANAGER



EDUCATION

BS, Civil Engineering, California State Polytechnic University, San Luis Obispo, CA, 2008

YEARS OF EXPERIENCE

With Iteris: 5 Total: 16

REGISTRATIONS

Civil Engineer (PE)

CA #82548, 2014

CORE DISCIPLINES

ITS Planning/Design/Integration

Traffic Engineering & Operations

Signal Systems Operations & Management

Transit

AFFILIATIONS

Institute of Transportation Engineers (ITE)

ITS California

Mr. Wages serves as a Lead Engineer for Iteris' Mobility Professional Services division and has been with the firm since August 2019. He has more than 16 years of hands-on technical and project management experience in many areas of Intelligent Transportation Systems (ITS), traffic engineering and design, traffic signal timing and systems integration. Mr. Wages' main focus is in the areas of advanced technologies for ITS, transportation management systems, communications networks, Closed-Circuit Television (CCTV) systems, Bus Rapid Transit (BRT) and Transit Signal Priority (TSP), and railroad and Emergency Vehicle Preemption (EVP). His wide range of skills focuses on the planning, design, deployment and integration of advanced technologies and electrical systems for transportation management.

PROJECT EXPERIENCE

On-Call Traffic Engineering Services – Alameda, CA

Mr. Wages is serving as Project Engineer for this on-call contract. Iteris has been providing on-call traffic engineering services to the City of Alameda since 2020. In general, Iteris has performed various types of support services under this contract including traffic engineering, traffic signal design and modifications, signal operations and management, signal timing and database updates, traffic engineering studies, and planning for Smart City improvements. During this period, Iteris has provided this array of services through multiple task orders under the on-call contract. This project began in April 2020 and will be completed in June 2025.

On-Call Traffic Engineering Services – Rohnert Park, CA

Mr. Wages is serving as a Task Order Manager for this on-call contract. Iteris has been serving the City of Rohnert Park since 2020. Iteris supports the City of Rohnert Park with services such as traffic engineering, traffic and pedestrian safety, traffic signal improvements, complete streets, lighting, grant support, and plan check services. During this period, Iteris has provided an array of services through multiple task orders under the on-call contract. This project began in February 2020 and is currently on-going.

MATT WAGES, PE

PROJECT MANAGER

San Ramon Intelligent Transportation System Master Plan – San Ramon, CA

Mr. Wages served as Project Engineer for the City of San Ramon to develop their ITS Master Plan. The primary goal of the plan is to establish a clear roadmap for systematic ITS implementation, outline opportunities for utilizing new, advanced technology, and to equip the City with the tools to be a forward-thinking partner in the region. This effort includes assisting the City with identifying new signal equipment, communications infrastructure, traffic signal controller hardware and firmware, video system, traveler information components, and completing a citywide communications plan. The plan completed in early 2019.

AC Transit Line 51 Corridor Delay Reduction and Sustainability Project – Cities of Oakland, Berkeley and Alameda, CA

Mr. Wages served as Project Engineer for this transit corridor improvements project. The project was intended to achieve the District's objectives to reduce transit vehicle delay and travel time, and enhance transit service reliability. Shorter trip times will also attract more bus riders, improving route productivity and generating additional fare revenue. The project prepared the Plans, Specifications and Estimates (PS&E) documents and secured the encroachments from all agencies including Caltrans District 4 and the cities of Berkeley, Alameda and Oakland. The 13-mile-long project included new bus stop bulb outs, Transit Signal Priority (TSP) at over 70 intersections, traffic signal improvements and signal equipment upgrades, and fiber optic interconnect. Traffic signal and signal timing enhancements included providing TSP throughout the corridor, installation of queue jump lanes and phasing at key locations, updating traffic signals to current standards to provide actuation where it currently does not exist, and optimizing traffic signal timing to balance the needs of all users.

North Fremont Bicycle, Pedestrian, and Transit Improvements – City of Monterey, CA

Mr. Wages served as Project Engineer for this multimodal transportation project. North Fremont Street provides a vital link between residential, commercial, educational, and community facilities. This project improves the safety of pedestrians, cyclists, and transit users along the corridor. The improvements include development of protected

intersections, a Class I center-running multiuse path, and traffic signal modifications, including bicycle signals. Construction was completed in fall 2019.

AC Transit Line 97 South County Corridors Transit Performance Initiative (TPI) Project Adaptive Traffic Control System (ATCS) – Hayward to San Leandro, CA

Mr. Wages served as Project Engineer and system integration lead working with AC Transit to deploy the Kadence adaptive system at 34 intersections along the Hesperian Boulevard corridor from San Leandro to Hayward as part of a larger program of improvements for Line 97 that involved deploying transit signal priority (TSP) and other infrastructure and signal timing improvements at 61 traffic signals. The entire Line 97 route is 13 miles long and runs between the Bayfair BART station and the Union City BART station along Hesperian Boulevard, Union City Boulevard, Alvarado-Niles Road, and Decoto Road. In addition to significant commuter and local traffic, the corridor frequently experiences traffic diverting off I-880 and significant volume fluctuations when incidents occur along the freeway. The adaptive system will allow the signal timing to respond to the volume fluctuations along the corridor and improve overall signal operations. In addition, the adaptive system will provide transit priority along the corridor to enhance bus operations for the Line 97 route. Mr. Wages and team were responsible for furnishing, installing, integrating, and testing all software and hardware for an operational adaptive system for the project intersections. This project began January 2017 and completed January 2020.

Local Roadway Safety Plan – San Ramon, CA

Mr. Wages served as the Project Manager for the development of the Local Roadway Safety Plan for the City of San Ramon. The LRSP provides analysis to proactively address safety needs and challenges in a systemic approach to identify a prioritized list of improvements and actions based on cost-effective safety countermeasures. The LRSP will position the City to apply for state funding through the Caltrans Highway Safety Improvement Program (HSIP) call-for-projects cycles. The project began July 2020 and was completed in December 2023.

DAVID HUYNH, PE

PRINCIPAL-IN-CHARGE



EDUCATION

MS, Civil Engineering, (Transportation),
University of California, Berkeley, 1995

BS, Civil Engineering, University of
California, Irvine, 1994

YEARS OF EXPERIENCE

With Iteris: **10** Total: **27**

REGISTRATIONS

Civil Engineer (PE)

CA #60230, 2000

CORE DISCIPLINES

Signal System Operations & Management

ITS Planning & Design

Traffic Engineering

Design PS&E

Transit Operations

AFFILIATIONS

Institute of Transportation Engineers
(ITE)

ITS California

Mr. Huynh serves as a Vice President of Iteris' Mobility Professional Services and has been with the firm since 2014. He brings over 29 years of transportation experience having worked in both the public and private sectors with a focus on traffic engineering, design, Intelligent Transportation System (ITS), operations, signal systems, communications design, Transit Signal Priority (TSP) design and implementation, connected vehicle development and implementation, and systems engineering. Mr. Huynh previously served as the Senior Transportation Engineer for a Bay Area municipality where he managed the Transportation Group and was responsible for operation and management of the City's traffic signals and central signal system, project delivery of capital projects, transportation analysis and plan review for new developments.

PROJECT EXPERIENCE

On-Call Traffic Engineering Services – Alameda, CA

Mr. Huynh is serving as the Project Manager for this on-call contract. Iteris has been providing on-call traffic engineering services to the City of Alameda since 2020. In general, Iteris has performed various types of support services under this contract including traffic engineering, traffic signal design and modifications, signal operations and management, signal timing and database updates, traffic engineering studies, and planning for Smart City improvements. During this period, Iteris has provided this array of services through multiple task orders under the on-call contract. This project began in April 2020 and will be completed in June 2025.

Line 97 Transit Performance Initiative (TPI) Project, AC Transit – Cities of San Leandro, Hayward, Union City and Alameda County, CA

Mr. Huynh served as Project Manager to complete the Systems Engineering (SE) process and the subsequent project design for the deployment of a Transit Signal Priority (TSP) and an Adaptive Signal Control Technology (ASCT) system along AC Transit's Line 97 that runs between the Bayfair BART station (San Leandro) and the Union City BART station. Project stakeholders include MTC, AC Transit, Caltrans, Alameda County, and the cities of San Leandro, Hayward, and Union City. The SE process included the development of user needs, a ConOps report, system requirements, verification plan, and

DAVID HUYNH, PE

PRINCIPAL-IN-CHARGE

validation documents. The end product of the SE process was the development of procurement documents to select and deploy an adaptive signal control system along the Hesperian Blvd portion of the Line 97 route and TSP along the entire route. The project design included the installation of upgraded intersection detection, installation of new and upgrade of existing traffic signal communications, installation of TSP infrastructure, and bus stop relocations and improvements. The SE phase of project began in November 2014 and was completed in 2016. The design and implementation phase of the project began in January 2017 and was completed in December 2018.

[Alameda Smart City Master Plan – City of Alameda, CA](#)

Mr. Huynh served as Project Manager on this project to develop a fiber optic communications master plan for the City. The City had initiated this project to provide a roadmap for improving the City's Smart City infrastructure to better serve the City's growing technology needs. The Plan will assist the City in using new technologies to improve community member's lives and to achieve the following goals: Provide Equitable Internet; Efficient Government Operations; Improve Transportation Operations; Enhance Safety; Maintain Economic Vitality; and Achieve Climate Goals. The project provides a comprehensive plan that leverages the City's existing infrastructure while introducing new technologies for the purpose of improving air quality, vehicular, pedestrian, bicycle, and transit access and safety; accommodating emerging micro mobility and autonomous vehicles; and improving the City's communications infrastructure to support the City's growing technology needs. As part of the Plan development process, Mr. Huynh worked with multiple City departments (Planning, Public Works, IT, Police, Fire, Economic Development) as well as other City stakeholders such as the Alameda Unified School District, Chamber of Commerce, Alameda Family Services, Alameda Point Collaborative, and the Alameda Education Foundation to obtain and understand the needs of various agencies, business groups, and non-profit organizations within the City.

[Next Generation Arterial Operations Program \(NextGen AOP\) – Metropolitan Transportation Commission \(MTC\), SF Bay Area, CA](#)

Mr. Huynh served as the Project Manager of this program of projects to lead the systems engineering (SE) process for all the projects under this program.

- Fremont – adaptive signal control system
- Dublin/LAVTA – adaptive signal control system
- AC Transit/San Leandro/Hayward/Union City/Alameda County – adaptive signal control system and transit signal priority

As part of the SE process, Iteris developed the Systems Engineering Management Plan (SEMP), the Concept of Operations (ConOps), the System Requirements (SysReq), and the Verification Plan for each project. Following the development of the SE documents, Iteris assisted in the preparation of procurement documents (RFP's) for each system, participated in the system selection process (evaluated vendor proposals, participated in vendor interviews, and provided technical support to the evaluation panel), and provided technical oversight and assistance to each agency during system deployment. The project began in November 2014 and was completed in 2017.

[Hesperian Boulevard Adaptive Traffic Signal System – Cities of San Leandro, Hayward, and Alameda County, CA](#)

Mr. Huynh served as Project Manager to complete the Systems Engineering (SE) process for the deployment of an adaptive signal control system for 34 signalized intersections along a Hesperian Blvd. through three jurisdictions: the City of San Leandro, unincorporated Alameda County, and the City of Hayward. The SE process included the development of user needs, a Concept of Operations report, System Requirements, and Verification Plan documents. Following the development of the SE documents, Mr. Huynh assisted in the preparation of the procurement document (RFP) for the system, participated in the system selection process (evaluated vendor proposals, participated in vendor interviews, and provided technical support to the evaluation panel), and provided technical oversight and assistance to the partner agencies during system deployment. The project began in November 2014 and was completed in 2017.

DEEPAK KAUSHIK, PE

TRANSPORTATION PLANNING LEAD



EDUCATION

BS, Civil Engineering, University of California, Irvine, 2001

YEARS OF EXPERIENCE

With Iteris: **17** Total: **24**

REGISTRATIONS

Civil Engineer (PE)

CA #72838, 2008

CORE DISCIPLINES

Transportation Planning

Multimodal Planning

Travel Demand Modeling

Transit

Mr. Kaushik serves as a Principal Engineer for Iteris' Mobility Consulting Services and has been with the firm since 2008. He has over 24 years of transportation planning and engineering experience, which includes transportation systems analysis, multimodal mobility planning, highway operations, traffic safety, and travel-demand modeling. He enjoys the technical aspects of the projects he manages, but also embraces the interaction with stakeholders, city officials, and the public. Most of all, he welcomes the challenge of finding solutions that improve mobility for all users.

PROJECT EXPERIENCE

[Citywide Traffic Circulation Study, City of San Marino – San Marino, CA](#)

Mr. Kaushik serves as Project Manager for preparation of a Citywide Traffic Circulation study for the City of San Marino. The project includes an evaluation of current traffic conditions at 30 intersections and identification of improvement recommendations, geared mostly towards traffic calming and safety. Mr. Kaushik has presented both initial findings and improvement recommendations to the Public Safety Commission and will eventually present the final report outcomes to City Council. The project began in August 2019 and was completed in May 2023.

[Santa Ynez Valley Traffic Circulation and Safety Study, Santa Barbara County of Association of Governments \(SBCAG\) – Santa Barbara County, CA](#)

Mr. Kaushik served as the Project Manager and Outreach Task Lead for the Traffic Circulation and Safety Study. The purpose of the study is to comprehensively assess and identify needed current and forecasted future circulation and safety improvements for the multimodal transportation needs of the Santa Ynez Valley. The existing highway network is stressed serving growing numbers of local trips, tourism, regional trips, and commuters. Iteris is preparing a quantitative assessment of travel conditions and assessing the potential value of various improvement scenarios. These potential short and long-term improvements will be developed to accommodate increasing demand, improve safety, increase connectivity, and prioritize improvements to the highway.

DEEPAK KAUSHIK, PE

TRANSPORTATION PLANNING LEAD

network which will lead to increased quality of life and sustainability for residents in the Valley. The project began in November 2018 and was completed in June 2020.

[Compton Boulevard Complete Streets Planning and KBK Site Traffic Impact Analysis – City of Compton, CA](#)

Mr. Kaushik served as Project Manager for a traffic impact analysis of a mixed-use development (KBK site) along Compton Boulevard, as well as complete streets planning in the City of Compton. The project included a reimagination of Compton Boulevard, with conceptual design of protected bike lanes, curb extensions, and mid-block crossings. Mr. Kaushik led the team in preparing the traffic analysis for the mixed-use development as well as the impact of the redesign which resulted in a reduction in vehicle travel lanes. The project began in June 2020 and was completed in February 2021.

[Laserfiche Office Project Traffic Impact Analysis – City of Long Beach, CA](#)

Mr. Kaushik served as Project Manager for a traffic impact analysis of an office building development in the City of Long Beach. He managed the traffic analysis tasks, which included evaluating 9 intersections within the project vicinity, and coordinated with the project applicant and City staff. He also led the preparation of a conceptual design plan to illustrate the feasibility of adding an additional left-turn lane along Long Beach Boulevard, as a mitigation measure. The project began in April 2018 and was completed in February 2019.

[Beverly Hills Complete Streets Plan – City of Beverly Hills, CA](#)

Mr. Kaushik served as Task Lead for a Complete Streets project for the City of Beverly Hills. The Plan defined and provided a guiding policy that prioritizes mobility elements and proposes implementation phases for Complete Streets elements. Mr. Kaushik's responsibilities included leading the development of the draft and final complete streets plan. The project began in October 2017 and was completed in May 2019.

[Chino Hills Traffic Impact Fee Nexus Study – City of Chino Hills, CA](#)

Mr. Kaushik served as Project Manager for the Chino Hills Traffic Impact Fee Nexus Study. He led the project team in the assessment of existing traffic conditions, identification of future conditions by analyzing land use growth and future development, future traffic forecasts, and future traffic deficiencies analysis. Based on the results of the deficiency analysis, a recommended "needs list" of infrastructure improvements was developed. Cost estimates were calculated for each improvement, which included construction, design, ROW, and potential contingency costs. Iteris presented the new local fee program that fully funds the list of improvements (and associated Administrative costs) to the City Council and provided context of how the new fees compared to fees in other jurisdictions. The project began in March 2016 and was completed in April 2017.

[North Santa Monica Boulevard Reconstruction – City of Beverly Hills, CA](#)

Mr. Kaushik served as a Project Engineer supporting the evaluation of alternatives and recommended a concept to the City Council that would allow for the addition of bicycle lanes and median islands as part of the project. Visual simulations of the existing and future conditions along the corridor were used to illustrate the limited impact of the minor street widening recommended. As part of design, Iteris led signing and striping, decorative street lighting, traffic signal modifications at all signalized intersections and coordinated with IT communication design. The project began in January 2013 and was completed in June 2017.

[I-215/Keller Road Interchange PA/ED Project – City of Murrieta, CA](#)

Mr. Kaushik served as Project Manager for the Traffic Operations Analysis of a new interchange along I-215 at Keller Road. Long-range traffic volumes for the analysis were developed using the City of Murrieta travel-demand model. Management of the project included working with the project design team to develop the interchange alternatives that result in the most efficient flow of traffic, as well as presenting results to Caltrans. The project began in January 2015 and was completed in December 2016.

MONIQUE F. FUHRMAN, PE

TASK SUPPORT



EDUCATION

BS, Civil Engineering, California State Polytechnic University, San Luis Obispo, CA, 2010

YEARS OF EXPERIENCE

With Iteris: **3** Total: **14**

REGISTRATIONS

Civil Engineer (PE)
CA #82740

CORE DISCIPLINES

ITS Planning/Design/Integration
Traffic Engineering & Operations
Transportation Planning

AFFILIATIONS

ITS California

WTS San Francisco Chapter, Board
Committee Member

Ms. Fuhrman serves as a Senior Manager for Iteris' Mobility Professional Services division. She has 14 years of experience working in the fields of traffic engineering, transportation design, ITS design and planning, public works engineering, and civil site engineering. Ms. Fuhrman has performed analyses as part of traffic studies using the traffic analysis software Synchro and HCS. She has also prepared traffic analysis and design in compliance with standards set forth by the California Department of Transportation (Caltrans), the Los Angeles Department of Transportation (LADOT), and various local municipalities in Northern and Southern California. Ms. Fuhrman has extensive experience with fiber optic communication projects, including signal interconnect, fiber, and wireless design for various communication applications. Her civil site engineering experience is in both public and private sector engineering projects. Ms. Fuhrman has provided support to various types and phases of projects including: traffic control, signing and striping plans, grading, demolition plans, erosion control plans, storm water management, fiber optic design, street lighting design, communications, traffic impact studies, traffic signal modification, and utility design.

PROJECT EXPERIENCE

[511/Express Lanes Operational Services, Metropolitan Transportation Authority \(MTC\) – San Francisco Bay Area, CA](#)

Ms. Fuhrman is serving as Deputy Project Engineer and responsible for overseeing daily operations, client coordination, and operational improvements. MTC contracted with Iteris to provide staffing and management services, collectively "operational services", for MTC's 511 Operations Center and Express Lanes Operations Center, in support of real-time operations for MTC's 511 Traveler Information and Bay Area Express Lanes Programs. Iteris is staffing both operations centers and is providing coordination and management between the two functional areas. Iteris is also responsible for ensuring that staffing coverage is provided during normal operating hours as well as during emergency conditions affecting the transportation network. Additionally, Iteris is coordinating with and is scheduled to be completed in July 2023.

MONIQUE F. FUHRMAN, PE

TASK SUPPORT

[Alameda Smart City Master Plan – City of Alameda, CA](#)

Ms. Fuhrman served as a Project Engineer and primary author on this project to develop a fiber optic communications master plan for the City. The City had initiated this project to provide a roadmap for improving the City's Smart City infrastructure to better serve the City's growing technology needs. The Plan will assist the City in using new technologies to improve community members' lives and to achieve the following goals: Provide Equitable Internet; Efficient Government Operations; Improve Transportation Operations; Enhance Safety; Maintain Economic Vitality; and Achieve Climate Goals. The project provides a comprehensive plan that leverages the City's existing infrastructure while introducing new technologies for the purpose of improving air quality, vehicular, pedestrian, bicycle, and transit access and safety; accommodating emerging micro mobility and autonomous vehicles; and improving the City's communications infrastructure to support the City's growing technology needs. As part of the Plan development process, Iteris worked with multiple City departments (Planning, Public Works, IT, Police, Fire, Economic Development) as well as other City stakeholders such as the Alameda Unified School District, Chamber of Commerce, Alameda Family Services, Alameda Point Collaborative, and the Alameda Education Foundation to obtain and understand the needs of various agencies, business groups, and non-profit organizations within the City.

[Webster-Posey Fiber Optic Communications Project – City of Alameda, CA](#)

Ms. Fuhrman served as Project Engineer on this project and was responsible for preparation of communications design plans for a fiber optic connection between the Webster and Posey tunnel portal buildings in Alameda, CA. The project involved the preparation of plans, specifications, and estimates for the ultimate owner, Caltrans. The project also included infrastructure for the City of Alameda as deemed necessary by the City's engineer. The project began in March 2020 and is completed in August 2020.

[Fremont On-Call Engineering – City of Fremont](#)

Ms. Fuhrman serves as Project Engineer and responsible for performing traffic engineering-related plan checks. Iteris has been retained by the

City since 2005 for a multi-year on-call contract to provide engineering support covering traffic engineering, signal design, signal operations and management, and other general traffic engineering services. These services range include assisting transportation staff with design plan review for CIP and development projects, signal timing and coordination, management of the central signal system, fiber optic and copper interconnect communications design, responses to traffic service requests, and preparing RFPs for traffic signal maintenance services. The project began in February 2015 and is currently ongoing.

[San Mateo Traffic Signal Master Plan – City of San Mateo, CA](#)

Ms. Fuhrman serves as Project Engineer for the City of San Mateo who has initiated the Traffic Signal Master Plan project to provide a roadmap for improving the City's existing Traffic Signal System (TSS) infrastructure. The Project's intent is to provide an intelligent traffic management system that leverages the existing infrastructure while introducing new technologies for the purpose of improving air quality, traffic flow and pedestrian mobility in the City, while making recommendations for improvements to the City's ITS infrastructure. Project began April 2019 and was completed in December 2019.

[Traffic Signal System Project – City of Modesto, CA](#)

Ms. Fuhrman served as Project Engineer for this project. This project will assess the City's existing ITS and communications infrastructure, document the City's needs, prepare a Concept of Operations document that strictly adheres to FHWA's Systems Engineering process and develop a plan for deploying the selected ITS strategies in a phased and coordinated manner. In addition, this project is providing recommendations on City-wide ITS communications architecture; Communications infrastructure sharing with other City departments; Suitability of wireless communications for ITS purposes; Improvements to the existing Traffic Management Center (TMC); Suitability of deploying Transit Signal Priority (TSP) and Emergency Vehicle Preemption (EVP); Suitability of deploying real-time traffic data collection technologies; and Suitability of piloting Connected and Automated Vehicle (C/AV) technologies. Project began in January 2018 and completed in March 2020.

SHRUTI SHRIVASTAVA

TASK SUPPORT



EDUCATION

MS, Civil Engineering, Rutgers, The State University of New Jersey, 2014

BS, Civil Engineering, Sardar Patel College of Engineering, India, 2011

YEARS OF EXPERIENCE

With Iteris: Recently <1 Total: 9

CORE DISCIPLINES

Traffic Operational Analysis
Traffic Signal Timings & Coordination
Adaptive Traffic Control Systems
Traffic Modeling & Simulation
ATSPMs
Warrant Analysis
Bridge & Lane Closures/Traffic Detours
Origin-Destination Analysis
Corridor & Circulation Studies
Central Management Systems
Transportation Planning
Traffic Impact Analysis
Peer Review

AFFILIATIONS

Institute of Transportation Engineers Organization
WTS San Francisco

PUBLICATION

Zhang, Shrivastava, Gerbracht,
"Implementing All Electronic Tolling on Bridges in the San Francisco Bay Area,"
Presented in 2017 San Diego Technical Compendium | ITE Western District

Ms. Shrivastava serves as a Senior Engineer for Iteris' Mobility Consulting Services division and has been with the firm since September 2022. She has over 9 years of experience working in the fields of signal coordination, traffic control systems, traffic operational analysis, transportation planning, parking studies, and simulation and modeling. She has extensive experience in macro and microscopic traffic simulation software's and model development and application. She has experience with a variety of software packages including Synchro, SimTraffic, SIDRA, VISSIM and HCS.

Shruti has worked on numerous signal coordination projects throughout the San Francisco Bay area including MTC's PASS projects for 2013-2018. She has experience with a variety of software packages including Synchro, SimTraffic, SIDRA and HCS. She has worked with various traffic signal controllers such as Intelight, 2070E, Cobalt, ASC 2/3, 170E and controller software's such as BiTrans 200/233RV, McCain 2033, Caltrans C.X, TSCP 2.X, D4, MAXTIME and Apogee. She has also worked with various central management systems such as McCain Transparency TMS, Quicknet Pro, CUBIC Trafficware ATMS.now, Intelight MAXVIEW, MIST and Wapiti.

Shruti is a strong cross-functional team leader that mentor's junior engineers and inspires a culture of excellence. She has a track record of leading project teams to meet project scope, budget, and deadline. She is a detail oriented multi-tasker that quickly learns new systems, operations, and performance measures and thrives in both independent and team-centered environments.

PROJECT EXPERIENCE

[Traffic Monitoring for the Contra Costa Transportation System, AMG – CCTA, CA](#)

Ms. Shrivastava served as Project Engineer on this traffic operations project for the Contra Costa Transportation Authority. The project utilized street light data to understand the current traffic volume trend and travel behavior on county freeways and routes of regional significance and identify traffic hotspots within the county for potential improvements. Shruti performed traffic volume analysis for pre- and post-COVID timelines, gateway analysis to measure

SHRUTI SHRIVASTAVA

TASK SUPPORT

existing travel behaviors, and traffic hotspot analysis in this project. The project began in November 2022 and ended in February 2022.

[Oakland Neighborhood Bike Route Analysis, AMG – City of Oakland, CA](#)

Ms. Shrivastava served as Project Lead on this traffic operations project for the City of Oakland. The project conducted ADT and speed data collection at 90+ locations and evaluated feasibility of traffic circles at these locations, evaluated feasibility of speed undulations at over 500 blocks, and included all way stop control warrant analyses at 11 intersections and side-street stop control analyses at 120+ intersections. All analyses were conducted using OakDOT policies and guidelines. The project began in May 2022 and is on-going.

[I-80/Gilman Street Interchange Improvement PA/ED Project, Alameda County Transportation Commission \(ACTC\), TJKM – ACTC, CA](#)

Ms. Shrivastava served as Project Engineer on this traffic operations project for ACTC. The objectives of this project were to simplify and improve navigation, mobility, traffic operations, reduce congestion, vehicle queues and conflicts, improve local and regional bicycle connections and pedestrian facilities, and improve safety at the I-80/Gilman Street interchange. Shruti evaluated study intersections under existing conditions, opening year (2020) and design year (2040) scenarios and potential lane geometry and traffic control modifications including designing roundabouts to improve operations at the ramp intersections and adjacent intersections along Gilman Street. The project began in 2016 and ended in 2017.

[Downtown Parking Garage Pedestrian Safety Study, AMG – City of San Mateo, CA](#)

Ms. Shrivastava served as Project Lead on this traffic operations project for the City of San Mateo. The goal of this project was to evaluate existing conditions, identify pedestrian safety concerns, and provide recommendations and design plans to improve pedestrian safety at entrance and exit locations at three city-owned parking garages within downtown San Mateo. The project had two phases – Phase 1 – Preliminary Design Report which evaluated safety concerns and developed recommendations and preliminary design plans and Phase 2 – PS&E Design which developed construction level design

plans and prepared environmental documents. Phase 1 of the project began in May 2020 and ended in December 2020. Phase 2 began in December 2020 and ended in July 2022.

[Local Traffic Flow/Long Range Planning Solutions Study, TJKM – City of Atherton, CA](#)

Ms. Shrivastava served as Project Lead on this traffic operations project for the City of Atherton. This study evaluates existing traffic operations and origin-destination (OD) patterns within the Town of Atherton, recommends short- and long-term measures for efficient circulation, smooth progression, improved operations, and safety for all modes of transportation including auto, pedestrian, and bicycles; and provided recommendations concerning changes to the town's transportation impact criteria and functional street classifications that guide street design priorities and standards. The project began in May 2018 and ended in January 2019.

[On-Call Professional Services for Signal Timing/ATMS.now & Traffic Operations, AMG, City of Concord, CA](#)

Ms. Shrivastava served as Signal Timing and Maintenance Task Lead on this on-call advanced transportation management systems project for City of Concord. Shruti peer reviewed traffic operations and signal timing studies, resolved traffic signal timing issues and resident requests using the ATMS.now central management system, and completed several projects assigned as a part of the on-call services including SR 242/Grant Street traffic operational analysis, gateway analysis using street light data and grant applications including MTC PASS. She also performed staff augmentation services from November 2018 to December 2019. The project began in November 2018 and is ongoing.

TED HUYNH, PE, TE, PTOE

TASK SUPPORT



EDUCATION

MS, Civil Engineering (Transportation),
University of California, Berkeley, 2009

BS, Civil Engineering (Minor: Political
Science), University of Oklahoma,
Norman, OK, 2008

YEARS OF EXPERIENCE

With Iteris: 8 Total: 15

REGISTRATIONS

Civil Engineer (PE)

CA #80087, 2012

Traffic Engineer (TE)

CA #2778, 2015

**Professional Traffic Operations Engineer
(PTOE)**

#5882, 2025

CORE DISCIPLINES

Traffic Engineering & Operations

Transportation Planning

Transit

Microsimulation

AFFILIATIONS

State of California Board for Professional
Engineers – Subject Matter Expert (Traffic
Engineering)

Institute of Transportation Engineers
(ITE) Southern California

Orange County Traffic Engineers Council
(OCTEC)

Mr. Huynh serves as a Senior Manager for Iteris' Mobility Consulting Services and has been with the firm since 2017. He has over 15 years of experience working in the field of transportation engineering. His expertise includes traffic operations analyses, transportation impact analyses, traffic microsimulations, parking management planning, rail planning, complex spreadsheet and dataset analyses, cost estimation, and benefit-cost analyses. Mr. Huynh's software experience includes VISSIM, Synchro, SimTraffic, Vistro, ArcGIS, HCS, Adobe Creative Suite, Microsoft Office, and AutoCAD.

PROJECT EXPERIENCE

[Alameda I-80/Powell Street Interchange Transit Access Improvement Project, Metropolitan Transportation Commission \(MTC\) – Emeryville, CA](#)

Mr. Huynh served as the traffic operations lead responsible for developing a VISSIM simulation model in order to determine traffic operations impacts of adding transit improvements to the I-80/Powell interchange in the San Francisco Bay Area. This project is a multi-jurisdictional effort that is led by MTC in partnership with Caltrans, AC Transit, Alameda CTC, and the City of Emeryville. Iteris is leading the operations analysis task as part of the Preliminary Engineering (PE) and Project Approval and Environmental Document (PA/ED) phase of the project. Our work includes performing operational analysis to evaluate a number of project design alternatives to improve transit access and performance at the interchange. This project will improve transit access through a number of proposed enhancements that include intersection modifications, provide transit-only, and queue-jump lanes, implement transit priority at signalized intersections, and provide a more efficient path for transit vehicles to access the interchange. The project began March 2021 and was completed in June 2022.

TED HUYNH, PE, TE

TASK SUPPORT

Professional Services for Multimodal Performance Monitoring, Alameda County Transportation Commission (ACTC) – Alameda County, CA

Mr. Huynh served as Project Manager responsible for the 2022 Level-of-Service (LOS) Monitoring cycle for Alameda CTC. Iteris provided multi-disciplinary support for the Congestion Monitoring Program (CMP), including auto, transit, and active transportation analysis. Iteris has provided services to ACTC via the Auto LOS Monitoring study since 2014 on a biannual basis. Iteris also computed INRIX performance metrics of reliability and duration of congestion. Where the use of commercial speed data was not feasible, a robust floating car survey methodology was applied. Iteris analyzed data collected by AC Transit and LAVTA to determine overall transit performance and oversaw a robust data collection effort for 150 intersections throughout the County to determine how non-motorist users traveled. All data was compared to past monitoring cycles to gauge and determine trends and changes in travel behavior, especially pertinent following the COVID-19 pandemic. The most recent evaluation cycle was completed in March 2023.

On-Call Transportation Performance Monitoring, Contra Costa Transportation Authority (CCTA) – Contra Costa County, CA

Mr. Huynh served as Project Manager responsible for the completion and delivery of the 2021 LOS Monitoring cycle for CCTA. For this project Iteris provided technical services for CCTA's On-Call Transportation Performance Monitoring, which includes monitoring their biannual CMP and Multimodal Traffic Service Objective (MTSO) from 2015 through the 2021 cycle. Iteris led the data collection, analytics, and reporting for CCTA. Iteris also assisted CCTA to validate the use of INRIX speed data in their CMP and MTSO monitoring studies. Iteris leveraged its custom software tools to quality-control and aggregate the speeds to the CMP or MTSO link level, and report on vehicle LOS trends. Additionally, Iteris also transitioned CCTA from their intersection LOS monitoring from the CCTALOS methodology to HCM 6 LOS methodology using Synchro. The most recent evaluation cycle was completed in December 2021.

I-205 Mountain House Parkway Interchange PAED – City of Tracy, CA

Mr. Huynh served as a Project Engineer and responsible for volume development, forecasting, and trip assignment analysis in support of the Project Approval and Environmental Documentation (PA/ED) phase of the I-205/Mountain House Parkway Interchange. Interchange improvements at this location were identified in the Cordes Ranch Specific Plan draft EIR. The project involves close coordination between Caltrans, SJCOG, and the City of Tracy. The traffic analysis included updating the Three County travel demand model, model validation, development of traffic volumes, a Synchro/SimTraffic analysis, HCS analysis of the project corridor, and identification of operational deficiencies in the interchange. Traffic operation analysis will be conducted for existing, opening, and future year for build and no build conditions. Model outputs such as Vehicle Miles Travelled (VMT) are also being developed to support air quality, noise, and greenhouse gas emissions analysis. This project began in March 2017 and completed in July 2018.

Santa Ynez Valley Traffic Circulation and Safety Study (Santa Barbara County Association of Governments (SBCAG) – Santa Ynez Valley, CA

Mr. Huynh served as Task Lead responsible for developing a hybrid mesoscopic/microscopic VISSIM simulation model to assess traffic needs and impacts. Iteris is currently preparing a traffic and safety study of the Santa Ynez Valley within Santa Barbara County. The work effort includes three phases: 1) initial outreach and data collection, 2) simulation model development, 3) improvement alternatives evaluation. Iteris is working with SBCAG to form a Technical Advisory Committee for the project, consisting of local agency representatives. A VISSIM model including intersection-level traffic volumes and signal timing will be prepared for the study area, in order to evaluate traffic operations. In addition, a study area bus tour will be arranged with elected officials and committee members to identify system inefficiencies, safety issues, and potential improvement recommendations. The project began December 2018 and completed in June 2020.

SEAN DALY, AICP, PTP

TASK SUPPORT



EDUCATION

MCP, City Planning, University of Pennsylvania, 2002

BA, Geography, University of California, Los Angeles, Minor in Public Policy, 1998

YEARS OF EXPERIENCE

With Iteris: 17 Total: 21

REGISTRATIONS

American Institute of Certified Planners (AICP)

AICP #021297

Professional Transportation Planner (PTP)

PTP #23

Transportation Worker Identification Credential (TWIC®)

TWIC #1107253

CORE DISCIPLINES

Transportation Planning

Traffic Engineering & Operations

Goods Movement

AFFILIATIONS

American Planning Association (APA)

American Society of Civil Engineers (ASCE)

Mr. Daly is a Senior Manager for Iteris' Mobility Consulting Services. He has 21 years of public sector and professional consulting experience in transportation planning and has been with Iteris since 2006. Sean's approach to planning puts people first to ensure access and connectivity rather than barriers and isolation. He is supported by Iteris' focus to bring professional planning services to his clients through a broad array of knowledge, expertise, and experience.

Previous to Iteris, Sean was the Transportation Improvement Program Manager at the Boston Metropolitan Planning Organization (MPO). He is the Membership Officer for the American Planning Association (APA) Louisiana Chapter, and previously served on the National Planning Conference Committee as the Mobile Workshop Chair for the 2018 National Planning Conference in New Orleans. He is the past Chair of the ASCE Louisiana Transportation and Development Institute, and currently serves on the St. Tammany Parish Board of Zoning Adjustment. He is a subject matter expert for the development of the 2024 Institute of Transportation Engineers Professional Transportation Planner Exam.

RECENT EXPERIENCE

Alameda County Transportation Commission Congestion Management Program

Sean provided QA/QC support for the 2022 Alameda County Transportation Commission Congestion Management Program. Iteris led the 2022 Level-of-Service (LOS) Monitoring cycle for Alameda CTC. Iteris provided multi-disciplinary support for the Congestion Monitoring Program (CMP), including auto, transit, and active transportation analysis. Iteris has provided services to ACTC via the Auto LOS Monitoring study since 2014 on a biannual basis. Iteris also computed INRIX performance metrics of reliability and duration of congestion. Where the use of commercial speed data was not feasible, a robust floating car survey methodology was applied. Iteris analyzed data collected by AC Transit and LAVTA to determine overall transit performance and oversaw a robust data collection effort for 150 intersections throughout the County to determine how non-motorist users traveled. All data was compared to past monitoring cycles to gauge and determine trends and

SEAN DALY, AICP, PTP

TASK SUPPORT

changes in travel behavior, especially pertinent following the COVID-19 pandemic. The project began in November 2021 and was completed in March 2023.

Local Roadway Safety Plan – San Ramon, CA

Mr. Daly is the safety analysis and countermeasure development lead for the Local Roadway Safety Plan for the City of San Ramon. The LRSP provides analysis to proactively address safety needs and challenges in a systemic approach to identify a prioritized list of improvements and actions based on cost-effective safety countermeasures. The LRSP will position the City to apply for state funding through the Caltrans Highway Safety Improvement Program (HSIP) calls-for-projects cycles. The project began July 2020 and was completed in December 2023.

West San Jose Multimodal Transportation Improvement Plan – San José, CA

Mr. Daly completed the West San José Multimodal Transportation Improvement Plan which identifies, prioritizes, and recommends transportation projects and programs. The project began in September 2021 and was completed in May 2023.

Stevens Creek Corridor Vision Study – Santa Clara County, CA

Mr. Daly is the Project Manager for the Steven Creek Vision Study. The study involves two phases: 1) Vision Statement development and 2) Implementation Plan. The project includes analysis of a high-capacity transit corridor connecting Downtown San Jose to Cupertino. The multijurisdictional effort also includes the City of Santa Clara, County of Santa Clara, and the Valley Transit Authority. The project began in 2023.

Valley Blvd Multimodal Transportation Improvement Project – Los Angeles, CA

Mr. Daly is the Project Manager and Traffic Analysis Lead for the Valley Blvd Multi-Modal Transportation Improvement Project which envisions transformative corridor improvements for all modes of transportation, including auto, bus, bicycle, and pedestrian activities along the corridor. With this project. The development of existing conditions, conceptual alternatives, and alternatives analysis are part of this phase of the project. The project started

in July 2021 and will be completed in December 2023.

Los Angeles County Metro Grant Support – Los Angeles, CA

In 2022, Mr. Daly authored the successful West Santa Ana Branch Transit Oriented Communities and Downtown Los Angeles Transit Oriented Communities awarded grants (Federal Transit Administration), the Zero Emission Buses and Charging Infrastructure Deployment and System Integration under the CalSTA Transit and Intercity Rail Capital Program, and the La Brea Avenue Complete Streets Project under the Safe Streets for All Program totaling \$188 million in awards. Mr. Daly previous authored grants applications to the US Department of Transportation, Maritime Administration, Federal Transit Administration, Federal Railroad Administration, California Strategic Growth Council, and California State Transportation Agency.

Grant Tracking and Monitoring Tool– Port of Long Beach, CA

Mr. Daly provided QA/QC for the development of a Grant Tracking and Monitoring Tool for the Port of Long Beach.

Neighborhood Mobility Plan – City of Carson, CA

Mr. Daly was the transportation task lead for the Carson Neighborhood Mobility Plan to increase density at key neighborhood nodes along with coordinated active transportation improvements to improve non-auto access to everyday needs. Mr. Daly developed a process to analyze the isolated VMT reduction of NMA transportation improvements. Overall, there were eight separate calculations of the VMT reduction analysis of NMA improvements. Five calculated the change in infrastructure supporting walking and biking and three calculated localized neighborhood trip-making due to changes in neighborhood land use. Overall, the analysis forecasted an approximately two percent reduction in daily VMT through shifts to active and other non-automobile modes of transportation, particularly for short trips. The project began in July 2018 and was completed in July 2019.

Iteris. Moving smarter, together.

Only Iteris is built to deliver the next era of smart mobility. Combining the power of cloud technology with decades-long relationships and deep industry expertise, we are at the center of a growing ecosystem: breaking down traditional barriers to unify mobility infrastructure, accelerate transformation, and enable a smarter future, together.



CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)
05/16/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS: <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Valley Forge Insurance Co</td> <td>20508</td> </tr> <tr> <td>INSURER B: The Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER C: American Casualty Co. of Reading PA</td> <td>20427</td> </tr> <tr> <td>INSURER D: Lexington Insurance Company</td> <td>19437</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Valley Forge Insurance Co	20508	INSURER B: The Continental Insurance Company	35289	INSURER C: American Casualty Co. of Reading PA	20427	INSURER D: Lexington Insurance Company	19437	INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															
INSURED Iteris, Inc. 1700 Carnegie Avenue Suite 100 Santa Ana CA 92705 USA															

COVERAGES
CERTIFICATE NUMBER: 570112587403

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			8018834238	04/01/2025	04/01/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY			BUA 8018834790	04/01/2025	04/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$10,000			8018834742	04/01/2025	04/01/2026	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			8018835079	04/01/2025	04/01/2026	☒ PER STATUTE ☐ OTHER
C	AOS 8018834966 CA		N/A		04/01/2025	04/01/2026	E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
D	Architects & Engineers Professional			015136071	04/01/2025	04/01/2026	Each Claim \$5,000,000 Aggregate \$5,000,000 SIR \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: On-call Transportation Engineering Services. The City of Alameda, its City Counsel, boards, commissions, officials, employees, agents and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability, Automobile Liability and Umbrella Liability policies. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of The City of Alameda, its City Counsel, boards, commissions, officials, employees, agents and volunteers in accordance with the policy provisions of the General Liability, Automobile Liability, Umbrella Liability and Workers' Compensation policies. Should General Liability, Automobile Liability and Workers' Compensation

CERTIFICATE HOLDER
CANCELLATION

The City of Alameda c/o Jeanette Navarro, Executive Assistant Attn: Risk Manager 2263 Santa Clara Avenue Alameda CA 94501 USA Initial LC 5/21/2025	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

Holder Identifier :

Certificate No : 570112587403



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED Iteris, Inc.	
POLICY NUMBER See Certificate Number: 570112587403			
CARRIER See Certificate Number: 570112587403	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:
policies be cancelled before the expiration date thereof, the policy provisions of each policy will govern how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of each policy.

**Business Auto Policy
Policy Endorsement****ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY**

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

SCHEDULE**Name of Additional Insured Person Or Organization**

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

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

All other terms and conditions of the policy remain unchanged

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

Form No: CNA71527XX (10-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 1; Page: 1 of 1

Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: 8018834790

Policy Effective Date: 04/01/2025

Policy Page: 1 of 1

**Business Auto Policy
Policy Endorsement****WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

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

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

Named Insured: ITERIS, INC.

Endorsement Effective Date: 04/01/2025

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

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

Form No: CA 04 44 10 13

Endorsement Effective Date:

Endorsement No: 1 Page: 1 of 1

Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: 8018834790

Policy Effective Date: 04/01/2025

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**CNA PARAMOUNT****Technology General Liability Extension Endorsement**

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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The Continental Insurance Co.

Insured Name: ITERIS, INC.

Policy No: 8018834238

Endorsement No:

Effective Date: 04/01/2025



CNA PARAMOUNT

Technology General Liability Extension Endorsement

1. ADDITIONAL INSUREDS

- a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **K.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **K.** below.

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

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or
2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Grantor of Franchise

Any person or organization that has granted a franchise to a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** as grantor of a franchise to the **Named Insured**.

D. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.



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E. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
 - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - b. the construction, erection, or removal of elevators; or
 - c. the ownership, maintenance or use of any elevators covered by this insurance; or
2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

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The Continental Insurance Co.

Insured Name: ITERIS, INC.

Policy No: 8018834238

Endorsement No:

Effective Date: 04/01/2025



CNA PARAMOUNT

Technology General Liability Extension Endorsement

I. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:
 - a. the **Named Insured's** acts or omissions; or
 - b. the acts or omissions of those acting on the **Named Insured's** behalf,
 in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
2. The coverage granted by this paragraph does not apply to **bodily injury or property damage** included within the **products-completed operations hazard**.

J. Vendor

Any person or organization but only with respect to such person or organization's liability for **bodily injury or property damage** arising out of **your products** which are distributed or sold in the regular course of such person or organization's business, provided that:

1. The coverage granted by this paragraph does not apply to:
 - a. **bodily injury or property damage** for which such person or organization is obligated to pay **damages** by reason of the assumption of liability in a contract or agreement unless such liability exists in the absence of the contract or agreement;
 - b. any express warranty unauthorized by the **Named Insured**;
 - c. any physical or chemical change in any product made intentionally by such person or organization;
 - d. repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. any failure to make any inspections, adjustments, tests or servicing that such person or organization has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. demonstration, installation, servicing or repair operations, except such operations performed at such person or organization's premises in connection with the sale of a product;
 - g. products which, after distribution or sale by the **Named Insured**, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for such person or organization; or
 - h. **bodily injury or property damage** arising out of the sole negligence of such person or organization for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) the exceptions contained in Subparagraphs **d.** or **f.** above; or
 - (2) such inspections, adjustments, tests or servicing as such person or organization has agreed with the **Named Insured** to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This Paragraph **J.** does not apply to any insured person or organization, from whom the **Named Insured** has acquired such products, nor to any ingredient, part or container, entering into, accompanying or containing such products.

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The Continental Insurance Co.

Insured Name: ITERIS, INC.

Policy No: 8018834238

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Effective Date: 04/01/2025



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Technology General Liability Extension Endorsement

3. This Paragraph J. also does not apply:

- a. to any vendor specifically scheduled as an additional insured by endorsement to this **Coverage Part**;
- b. to any of **your products** for which coverage is excluded by endorsement to this **Coverage Part**; nor
- c. if **bodily injury** or **property damage** included within the **products-completed operations hazard** is excluded by endorsement to this **Coverage Part**.

K. Other Person Or Organization / Your Work

Any person or organization who is not an additional insured under Paragraphs **A.** through **J.** above. Such additional insured is an **Insured** solely for **bodily injury, property damage** or **personal and advertising injury** for which such additional insured is liable because of the **Named Insured's** acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

- 1. who is specifically scheduled as an additional insured on another endorsement to this **Coverage Part**; nor
- 2. for **bodily injury** or **property damage** included within the **products-completed operations hazard** except to the extent all of the following apply:
 - a. this **Coverage Part** provides such coverage;
 - b. the written contract or agreement described in the opening paragraph of this **ADDITIONAL INSUREDS** Provision requires the **Named Insured** to provide the additional insured such coverage; and
 - c. the **bodily injury** or **property damage** results from **your work** that is the subject of the written contract or agreement, and such work has not been excluded by endorsement to this **Coverage Part**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

A. The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured.

B. With respect to persons or organizations that qualify as additional insureds pursuant to paragraph **1.K.** of this endorsement, the following sentence is added to the paragraph above:

Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** Condition is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

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The Continental Insurance Co.

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The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or to an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph **3.** in its entirety and replace it with the following:

- 3.** Pursuant to the limitations described in Paragraph **4.** below, any organization in which a **Named Insured** has management control:

- a.** on the effective date of this **Coverage Part**; or
- b.** by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

- (a)** any partnership or joint venture; or
- (b)** any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, and of this endorsement's **JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES** provision, management control means:

- A.** owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation, or the members of the management board of a limited liability company; or
 - B.** having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.
- 4.** With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph **3.** above, this insurance does not apply to:
- a.** **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
 - b.** **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.
- 5.** The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

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The Continental Insurance Co.

Insured Name: ITERIS, INC.

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Technology General Liability Extension Endorsement

6. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

7. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

8. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

9. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

A. Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:

b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

(1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.

(2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

B. Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

	CNA PARAMOUNT Technology General Liability Extension Endorsement
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Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. add the following additional exclusions.

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, that includes but shall not be limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

- a. **professional health care services** on behalf of the **Named Insured** or
- b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

- a. Physician;
- b. Nurse;
- c. Nurse practitioner;
- d. Emergency medical technician;
- e. Paramedic;
- f. Dentist;
- g. Physical therapist;
- h. Psychologist;
- i. Speech therapist;
- j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical



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ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

iii. amend the definition of **Insured** to:

a. add the following:

- the **Named Insured's employees** are **Insureds** with respect to:

(1) **bodily injury** to a **co-employee** while in the course of the **co-employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

- the **Named Insured's volunteer workers** are **Insureds** with respect to:

(1) **bodily injury** to a **co-volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of **WHO IS AN INSURED**.

c. add the following:

Insured does not include any physician while acting in his or her capacity as such.

D. The **Other Insurance** condition is amended to delete Paragraph **b.(1)** in its entirety and replace it with the following:

Other Insurance

b. Excess Insurance

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

10. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to:

- the conduct of any current or past partnership or joint venture that is not shown as a **Named Insured** in the Declarations; nor
- the conduct of a current or past limited liability company in which a **Named Insured's** interest does/did not rise to the level of management control;

except that if the **Named Insured** was a joint venturer, partner, or member of such a limited liability company, and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, then such

**CNA PARAMOUNT****Technology General Liability Extension Endorsement**

Named Insured is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense, first occurred after such termination date;
- b. the **bodily injury** or **property damage** first occurred after such termination date; and
- c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

11. LEGAL LIABILITY – DAMAGE TO PREMISES

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the first paragraph immediately following subparagraph (6) of the **Damage to Property** exclusion and replace it with the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire, lightning, explosion, smoke or leakage from automatic fire protective systems) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

- B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protective systems to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in the **LIMITS OF INSURANCE** Section.

- C. **LIMITS OF INSURANCE** is amended to delete Paragraph 6. (the Damage To Premises Rented To You Limit) and replace it with the following:

6. Subject to Paragraph 5. above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **COVERAGE A** for **damages** because of **property damage** to:
 - a. any one premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with the permission of the owner; and
 - b. contents of such premises if the premises is rented to the **Named Insured** for a period of 7 or fewer consecutive days.

The Damage To Premises Rented To You Limit is \$500,000. unless a higher Damage to Premises Rented to You Limit is shown in the Declarations.

- D. The **Other Insurance** Condition is amended to delete Paragraph b.(1)(a)(ii), and replace it with the following:
- (ii) That is property insurance for premises rented to a **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;
- E. This Provision 11. does not apply if liability for damage to premises rented to a **Named Insured** is excluded by another endorsement attached to this **Coverage Part**.

	CNA PARAMOUNT Technology General Liability Extension Endorsement
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12. MEDICAL PAYMENTS

A. LIMITS OF INSURANCE is amended to delete Paragraph 7. (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

- (1) \$15,000 unless a different amount is shown here: _____ ; or
- (2) the amount shown in the Declarations for Medical Expense Limit.

B. Under COVERAGES, the Insuring Agreement of Coverage C – Medical Payments is amended to replace Paragraph 1.a.(3)(b) with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

13. NON-OWNED AIRCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

- 1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
- 2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
- 3. the aircraft is not being used to carry persons or property for a charge.

14. NON-OWNED WATERCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph (2) of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

- (2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:
 - (a) less than 75 feet long; and
 - (b) not being used to carry persons or property for a charge.

15. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under DEFINITIONS, the definition of **personal and advertising injury** is amended to add the following tort:

- Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under COVERAGES, Coverage B – Personal and Advertising Injury Liability, the paragraph entitled **Exclusions** is amended to:

- 1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:



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Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

- (a) the **Named Insured**; or
- (b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:

This insurance does not apply to:

Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

- Provision 1. **ADDITIONAL INSURED** of this endorsement; or
- attachment of an additional insured endorsement to this **Coverage Part**.

16. PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY

- A. Under **COVERAGES**, **Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

Personal and advertising injury for which the **Insured** has assumed liability in a contract or agreement.

This exclusion does not apply to liability for **damages**:

- (1) that the **Insured** would have in the absence of the contract or agreement; or
- (2) assumed in a contract or agreement that is an **insured contract** provided the offense that caused such **personal or advertising injury** first occurred subsequent to the execution of such **insured contract**. Solely for the purpose of liability assumed in an **insured contract**, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an **Insured** are deemed to be **damages** because of **personal and advertising injury** provided:
 - (a) liability to such party for, or for the cost of, that party's defense has also been assumed in such **insured contract**; and
 - (b) such attorney fees and litigation expenses are for defense of such party against a civil or alternative dispute resolution proceeding in which covered **damages** are alleged.

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Policy No: 8018834238

Endorsement No:

Effective Date: 04/01/2025



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- B. Solely for the purpose of the coverage provided by this paragraph, **DEFINITIONS** is amended to delete the definition of **insured contract** in its entirety, and replace it with the following:

Insured contract means that part of a written contract or written agreement pertaining to the **Named Insured's** business under which the **Named Insured** assumes the tort liability of another party to pay for **personal or advertising injury** arising out of the offense of false arrest, detention or imprisonment. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

- C. Solely for the purpose of the coverage provided by this paragraph, the following changes are made to the Section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

1. Paragraph **2.d.** is replaced by the following:

- d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph **2.f.(2)(b)** is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Notwithstanding the provisions of Paragraph **e.(2)** of the Contractual Liability exclusion (as amended by this Endorsement), such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

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

17. PROPERTY DAMAGE – ELEVATORS

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3)**, **(4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

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

18. SUPPLEMENTARY PAYMENTS

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

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

19. PROPERTY DAMAGE - PATTERNS MOLDS AND DIES

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraphs **(3)** and **(4)** of the Exclusion entitled **Damage to Property**, but only with respect to patterns, molds or dies that are in the care, custody or control of the **Insured**, and only if such patterns, molds or dies are not being used to perform operations at the time of loss. A limit of insurance of \$25,000 per **policy period** applies to this **PROPERTY DAMAGE - PATTERNS MOLDS AND DIES** coverage, and this limit:

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The Continental Insurance Co.

Insured Name: ITERIS, INC.

Policy No: 8018834238

Endorsement No:

Effective Date: 04/01/2025

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- A. is included within the General Aggregate Limit as described in **LIMITS OF INSURANCE**; and
- B. applies excess over any valid and collectible property insurance available to the **Insured**, including any deductible applicable to such insurance; the **Other Insurance** condition is changed accordingly.

20. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

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

21. WAIVER OF SUBROGATION - BLANKET

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

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

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

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

- 1. is in effect or becomes effective during the term of this **Coverage Part**; and
- 2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the claim.

All other terms and conditions of the Policy remain unchanged.

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



Workers Compensation And Employers Liability Insurance
Policy Endorsement

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	Job Description
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Please see list of Certificate Holders.

All other terms and conditions of the policy remain unchanged.

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

Form No: WC 04 03 06 (04-1984)	Endorsement Expiration Date:	Policy No: WC 8018834966
Endorsement Effective Date: 08/22/2025		Policy Effective Date: 04/01/2025
Endorsement No: 19; Page: 1 of 1		
Underwriting Company: American Casualty of Readings PA 151 N Franklin St, Chicago, IL 60606		