

SERVICE PROVIDER AGREEMENT

THIS SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this ___ day of _____, 2018, by and between CITY OF ALAMEDA, a municipal corporation (the “**City**”), and **PARISI CSW DESIGN GROUP**, a Partnership, whose address is **1936 University Avenue, Suite 250, Berkeley, CA 94704** (the “**Provider**”), in reference to the following:

RECITALS:

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. The City is in need of the following services: Engineering, planning and outreach services for transportation complete street projects. City staff issued a request for qualifications on October 17, 2017. After a submittal period of 28 days, City staff received 13 timely submitted qualifications, interviewed nine consultant teams, and selected five as qualified Engineering Teams on the Certified List.
- C. On January 18, 2018, City staff issued a request for proposals for professional engineering services for the Otis Drive Traffic Calming and Safety Improvements for the Plans, Specification and Estimate (PS&E) to the five Engineering Teams on the Certified List. After a submittal period of 21 days, City staff received four timely submitted proposals and selected the Engineering Team that best meets the City’s needs.
- D. Provider is specially trained, experienced and competent to perform the special services which will be required by this Agreement.
- E. City and Provider desire to enter into an agreement for professional engineering services for the Otis Drive Traffic Calming and Safety Improvements project (from Westline Drive to Willow Street), upon the terms and conditions herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. TERM:

The term of this Agreement shall commence on the 18th day of September 2018, and shall terminate on the 1st day of October 2019, 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. The 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 his/her designee prior to performance and shall be paid on a Time and Material basis as set forth in Exhibit B.

b. Total compensation for work is \$249,359, with a 15% contingency in the amount of \$37,404 for a total not to exceed amount of \$286,763. Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City

4. TIME IS OF THE ESSENCE:

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

5. STANDARD OF CARE:

Provider agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals or service providers, as applicable, in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City.

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 City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave are available from City to Provider, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Provider. Payments of the above items, if required, are the responsibility of Provider.

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 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 City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Provider or Provider's employee on the basis of race,

religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated. Provider agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

9. HOLD HARMLESS:

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

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

c. Provider's obligation to indemnify, defend and hold harmless Indemnities 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 subsections 10A, B, C and D. Such certificates, which do not limit Provider's indemnification, shall also contain substantially the following statement:

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

b. It is agreed that Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California. Endorsements naming the City, its City Council, boards, commissions, officials, employees, and volunteers as additional insured shall be submitted with the insurance certificates.

A. COVERAGE:

Provider shall maintain the following insurance coverage:

(1) Workers' Compensation:

Statutory coverage as required by the State of California.

(2) Liability:

Commercial general liability coverage in the following minimum limits:

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

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

If submitted, combined single limit policy with aggregate limits in the amounts of \$2,000,000 will be considered equivalent to the required minimum limits shown above.

(3) Automotive:

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

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

or

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

(4) Professional Liability:

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

\$1,000,000 each occurrence

B. SUBROGATION WAIVER:

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

C. FAILURE TO SECURE:

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

premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. ADDITIONAL INSURED:

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

E. SUFFICIENCY OF INSURANCE:

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

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 requires 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 may consent or reject such request in his/her sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

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

13. APPROVAL OF SUB-PROVIDERS:

a. Only those persons and/or businesses whose names and resumes 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 his/her sole and absolute discretion.

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

c. The requirements in this Section 13 shall not apply to persons who are merely providing materials, supplies, data or information which the 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 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 his/her designee.

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

16. RECORDS:

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

b. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of City or its designees during regular business hours upon

reasonable prior notice. 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.

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

City of Alameda
Base Reuse and Transportation Planning Department
2263 Santa Clara Avenue, Room 130
Alameda, CA 94501
ATTENTION: Jennifer Ott, Director
Ph: (510) 747-7441

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

Parisi CSW Design Group
1936 University Avenue, Suite 250
Berkeley, CA 94704
ATTENTION: David Parisi, President
Ph: (510) 443-0700

18. SAFETY:

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

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

c. Upon termination of this Agreement either for cause or for convenience, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination. The obligation of the parties under this Section 19.c. shall survive the expiration or early termination of this Agreement.

20. ATTORNEY'S FEES:

In the event of the bringing of any action or suit by a party hereto against the other party by reason of any breach of any covenants, conditions, obligation or provision arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its costs and expenses of the action or suit, including reasonable attorneys' fees, experts' fees, all court costs and other costs of action incurred by the prevailing party in connection with the prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to a judgment). For the purposes of this Agreement, reasonable fees of attorneys of the Alameda City Attorney shall be based on the fees regularly charged by

private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the Alameda City Attorney's services were rendered who practice in Alameda County in law firms with approximately the same number of attorneys as employed by the Alameda City Attorney's Office.

21. 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 the Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by City.

22. 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.

23. WAIVER:

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

24. INTEGRATED CONTRACT:

The Recitals and Exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both City and Provider.

25. 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.

26. NONDISCRIMINATION – FEDERAL REQUIREMENTS:

a. Provider certifies and agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, age, or condition or physical or mental handicap (as defined in 41 C.F.R. Section 60-741, et. seq.), in accordance with requirement of state or federal law. Provider shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical

or mental handicap in accordance with requirements of state and federal law. Such shall include, but not be limited to, the following:

A. Employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation.

B. Selection for training, including interns and apprentices.

(i) Provider agrees to post in conspicuous places in each of Provider's facilities providing services hereunder, available and open to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(ii) Provider shall, in all solicitations or advertisements for employees placed by or on behalf of Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of state and federal law.

(iii) Provider shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of Provider's commitments under this paragraph.

(iv) Provider certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirement of state and federal law.

(v) In accordance with applicable state and federal law, Provider shall allow duly authorized county, state and federal representatives access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this paragraph. Provider shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this paragraph.

b. If the City finds that any of the provisions of this paragraph have been violated, the same shall constitute a material breach of Agreement upon which City may determine to cancel, terminate, or suspend this Agreement. City reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated. In addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Provider has violated state and federal anti-discrimination laws shall constitute a finding by City that Provider has violated the anti-discrimination provisions of Agreement.

c. The parties agree that in the event Provider violates any of the anti-discrimination provisions of this paragraph, City shall be entitled, at its option, to the sum of \$500.00 pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

d. Provider hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), all requirements imposed by the applicable regulations (45 C.F.R.), and all guidelines and interpretations issued pursuant thereto, to the end that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of Provider receiving Federal Financial Assistance. In addition, Provider shall comply with the Uniform Federal Accessibility Standards, and Provider, Engineer, or Architect responsible for any design, construction or alteration shall certify compliance with those Standards.

e. Provider's attention is directed to laws, including but not limited to:

A. CIVIL RIGHTS/EQUAL OPPORTUNITY

(i) Civil Rights Act of 1964. Under Title VII of the Civil Rights Act of 1964, no person shall, on the grounds of race, sex, religion, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

(ii) Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

(iii) Section 109 of the Act further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) shall also apply to any program or activity funded in whole or in part with funds made available pursuant to the Act.

B. PROGRAM ACCESSIBILITY FOR INDIVIDUALS WITH DISABILITIES

This Agreement is subject to laws and regulations concerning the rights of otherwise qualified individuals with handicaps for equal participation in, and benefit from federally assisted programs and activities, including but not limited to:

(i) Americans with Disabilities Act of 1990 (ADA) (28 C.F.R. 35). Title II, Subpart A of the Americans with Disabilities Act of 1990 applies to all publicly funded activities and programs. Provider shall also comply with the public accommodations requirements of Title III of the ADA, as applicable.

(ii) Nondiscrimination on the Basis of Handicap (24 CFR 8). These regulations, which implement Section 504 of the Rehabilitation Act of 1973, as amended, and as cited in Section 109 of the Housing and Community Development Act, apply to all federally assisted activities and programs and are implemented through the regulations at 24 C.F.R. 8.

(iii) Architectural Barrier Act of 1968. Any building or facility, excluding privately owned residential structures, designed, constructed, or altered with federal funds, shall comply with the Uniform Federal Accessibility Standards, 1984 (41 C.F.R. 3) and the Handicapped Accessibility Requirements of the State of California Title 24. The Consultant, Engineer or Architect responsible for such design, construction or alteration shall certify compliance with the above standards.

(iv) In resolving any conflict between the accessibility standards cited in paragraphs (i), (ii) and (iii) above, the more stringent standard shall apply.

27. NONDISCRIMINATION – HUD REQUIREMENTS:

a. Provider certifies and agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, age, or condition or physical or mental handicap (as defined in 41 C.F.R. Section 60-741, et. seq.), in accordance with requirement of state or federal law. Provider shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap in accordance with requirements of state and federal law. Such shall include, but not be limited to, the following:

A. Employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation.

B. Selection for training, including interns and apprentices.

(i) Provider agrees to post in conspicuous places in each of Provider's facilities providing services hereunder, available and open to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(ii) Provider shall, in all solicitations or advertisements for employees placed by or on behalf of Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of state and federal law.

(iii) Provider shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of Provider's commitments under this paragraph.

(iv) Provider certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirement of state and federal law.

(v) In accordance with applicable state and federal law, Provider shall allow duly authorized county, state and federal representatives access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this paragraph. Provider shall provide such other information and records as such

representatives may require in order to verify compliance with the anti-discrimination provisions of this paragraph.

b. If the City finds that any of the provisions of this paragraph have been violated, the same shall constitute a material breach of Agreement upon which City may determine to cancel, terminate, or suspend this Agreement. City reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated. In addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Provider has violated state and federal anti-discrimination laws shall constitute a finding by City that Provider has violated the anti-discrimination provisions of this Agreement.

c. The parties agree that in the event Provider violates any of the anti-discrimination provisions of this paragraph, City shall be entitled, at its option, to the sum of \$500.00 pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

d. Provider hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), all requirements imposed by the applicable regulations (45 C.F.R.), and all guidelines and interpretations issued pursuant thereto, to the end that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of Provider receiving Federal Financial Assistance. In addition, Provider shall comply with the Uniform Federal Accessibility Standards, and Provider, Engineer, or Architect responsible for any design, construction or alteration shall certify compliance with those Standards.

e. Provider's attention is directed to laws, including but not limited to:

A. CIVIL RIGHTS/EQUAL OPPORTUNITY

(i) Civil Rights Act of 1964. Under Title VII of the Civil Rights Act of 1964, no person shall, on the grounds of race, sex, religion, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

(ii) Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

(iii) Section 109 of the Act further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) shall also apply to any program or activity funded in whole or in part with funds made available pursuant to the Act.

B. EMPLOYMENT AND CONTRACTING OPPORTUNITIES

(i) Section 3. The work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development Department and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the area of the Section 3 covered project, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the Section 3 covered project.

(ii) The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of the Housing and Urban Development set forth in 24 Part C.F.R. 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

(iii) Provider will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(iv) Provider will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. Provider will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

(v) Compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Agreement, is a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 C.F.R. Part 135.

C. PROGRAM ACCESSIBILITY FOR INDIVIDUALS WITH DISABILITIES

This Agreement is subject to laws and regulations concerning the rights of otherwise qualified individuals with handicaps for equal participation in, and benefit from federally assisted programs and activities including but not limited to:

(i) Americans with Disabilities Act of 1990 (ADA) (28 C.F.R. 35). Title II, Subpart A of the Americans with Disabilities Act of 1990 applies to all publicly funded activities and programs. Provider shall also comply with the public accommodations requirements of Title III of the ADA, as applicable.

(ii) Nondiscrimination on the Basis of Handicap (24 C.F.R. 8). These regulations, which implement Section 504 of the Rehabilitation Act of 1973, as amended, and as cited in Section 109 of the Housing and Community Development Act, apply to all federally assisted activities and programs and are implemented through the regulations at 24 C.F.R. 8.

(iii) Architectural Barrier Act of 1968. Any building or facility, excluding privately owned residential structures, designed, constructed, or altered with federal funds, shall comply with the Uniform Federal Accessibility Standards, 1984 (41 C.F.R. 3) and the Handicapped Accessibility Requirements of the State of California Title 24. The Consultant, Engineer or Architect responsible for such design, construction or alteration shall certify compliance with the above standards.

(iv) In resolving any conflict between the accessibility standards cited in paragraphs (i), (ii) and (iii) above, the more stringent standard shall apply.

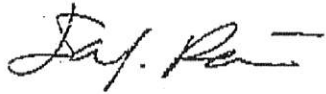
28. RESTRICTIONS ON LOBBYING – FEDERAL REQUIREMENT:

This Agreement is subject to 24 C.F.R. 87 which prohibits the payment of Federal funds to any person for influencing or attempting to influence, any public officer or employee in connection with the award, making, entering into, extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or agreement.

Signatures on next page

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

PARISI CSW DESIGN GROUP
A Partnership



David Parisi
President



Robert Stevens
Secretary

CITY OF ALAMEDA
A Municipal Corporation

David L. Rudat
Interim City Manager

RECOMMENDED FOR APPROVAL



Liam Garland
Public Works Director

APPROVED AS TO FORM:
City Attorney

Janet Kern
City Attorney

SCOPE OF WORK

OTIS DRIVE TRAFFIC CALMING AND SAFETY IMPROVEMENTS

The Parisi CSW Design Group has developed the following scope of work to collaborate with project stakeholders in the development of alternatives to calm traffic and improve safety along Otis Drive.

TASK 1: EXISTING CONDITIONS ASSESSMENT

Objective: *In this initial phase, our team will help to establish the project development team who will collaborate to understand existing conditions and develop alternatives for Otis Drive. Our team will complete a series of technical studies to understand conditions along the corridor.*

1.1 Assemble the Project Development Team. Our team will support the City in identifying a Project Development Team (PDT) for the project. The PDT will include representatives from agencies and from the community. The PDT will review issues and develop consensus on refinements to the design and potential alternatives. PDT members will include, but not be limited to representatives from:

- City of Alameda project manager
- City staff from Transportation Planning, Economic Development and City Attorney's Office
- Police and fire departments
- Neighborhood/community members
- AC Transit
- Public utility companies
- Wood School, Principal and PTA representative
- Alameda Unified School District, Facilities/Maintenance division staff and District Office staff
- Alameda PTA
- Alameda Hospital
- East Bay Regional Park District
- Alameda Recreation and Parks Department
- Alameda Municipal Power staff

1.2 Data Collection and Field Review. Our team will collect information and perform a field review to understand basic conditions along Otis Drive including:

- **Data Collection.** The team will collect and review the following documents:
 - City of Alameda Bicycle Plan 2010
 - General Plan – Transportation Element 2009
 - Traffic counts for the Westline and Grand intersections (2017), Willow Street (2015), and Larchmont Isle intersection (2016) as well as a radar survey (2016).
 - Record City and public utility data
- **Site Reconnaissance.** The team will visit the site to assess community features, condition of asphalt pavement, drainage patterns, health of existing trees and landscaping,

multimodal conditions (during both peak and during midday periods), and accessibility. We will compile a photographic log in the project area to document the existing conditions. We will use the Alameda County Complete Streets Checklist as part of the field review.

1.3 Traffic Analysis. Our team will prepare a traffic engineering study of Otis Drive to assess its existing operational and infrastructure deficiencies, its safety performance and needs, the adequacy of proposed corridor concept in addressing these needs, and additional recommended or required features to further improve safety and operations for people on foot, on bicycles, in public transit and in vehicles.

The impacts assessed will relate to user safety and comfort; residential, school and business access; loading and parking; and potential hazards. Elements that will be assessed will include modifications to the roadway cross-section (e.g., reductions in travel lanes and additions in bicycle and pedestrian facilities), changes to intersection geometry and control, and modifications to loading and parking zones.

A. Field Review and Data Collection. The following will be collected:

- Twenty-four-hour roadway segment counts at two locations along Otis Drive conducted over a two-week period while school is in session to update the existing data.
- Weekday AM and PM peak hour intersection turning movement counts that include motorized vehicles, pedestrians, and bicyclists. Counts will be taken at the following intersections with Otis Drive: Westline Drive, Larchmont Isle, Grand Street and Willow Street.
- Speed surveys will be conducted at two locations along the roadway and in both directions
- On-street parking occupancy will be observed on one weekday night and on a weekend when an event is being held at a nearby park
- Bus ridership data by bus stop location based on AC Transit
- Five-year collision records to identify collision hotspots and collision characteristics

B. Multimodal Assessment. The team will document existing multimodal conditions, travel patterns, and transportation infrastructure. We will assess key multimodal traffic locations, such as Rittler Park, Crown Memorial State Beach, Wood School, Alameda Hospital and South Shore Center. The assessment at these key locations will focus on user safety and comfort; existing and potential hazards, the degree to which proposed improvements would improve upon these conditions and accomplish the goals of other City plans (e.g., Pedestrian Master Plan and Design Guidelines, Bicycle Master Plan and Design Guidelines, and AC Transit Multimodal Design Guidelines).

C. Existing and Future Conditions Vehicle Traffic Analysis. The team will develop calibrated Synchro models for the corridor for weekday AM and PM peak hour conditions. The models will incorporate traffic volumes, signal timing, traffic controls, saturation flow rates and other variables, and will be calibrated to actual current traffic conditions. The traffic model will be used to evaluate potential change in vehicle delay and queuing with the proposed

corridor concept under existing conditions and forecast future conditions. Future year forecasts will be developed based on projections from the Alameda Point Environmental Impact Report.

1.4 Existing Conditions Mapping. The team will complete surveys to prepare a base map for the project:

- A. Infrastructure Base Map:** Using aerial photogrammetric methods, our team will compile a base map illustrating existing traffic stripes, curbs, gutters, buildings, and trees along Otis Drive between Westline Drive and Willow Street; the survey will extend 50 feet beyond the right of way of the corridor. We will obtain supplemental data using field survey crews for items beneath the tree canopy. Based on as-built drawings provided by the City and field reviews, we will identify all above-ground traffic signal equipment. Finally, we will document utility data from as-built records and field verification.
- B. Right of Way:** Our team will research City and County records to establish the right of way along Otis Drive using record information. This will include a search for all known record monuments.

1.5 Hydrology Assessment. The team will assess the hydrology of the corridor to determine if modifications to the drainage system are necessary to prevent flooding as well as to determine if bulb-outs will obstruct drainage. Working with the City staff, we will assess the impacts of sea level rise as identified in the ongoing climate action plan (currently under development) to the existing drainage system along Otis Drive. We will use the watershed definition in the design phase to assess the size of green street features consistent with Alameda County's Provision C.3.

1.6 Photometric Evaluation. Our team will complete a photometric assessment collecting existing light level readings. We will prepare a map illustrating existing lighting levels and their conformance to typical roadway lighting standards for bicyclist, pedestrians, and vehicles.

1.7 Pavement Assessment. Based on the field walk completed in Task 1, our team will evaluate the level of distress found along the outside lanes of Otis Drive (where potential bicycle lanes may be provided). It is understood that the City has inspection data and Pavement Condition Index information for Otis Drive. Our team will measure the cross slope of the roadway specifically in locations that potentially may receive bicycle facilities.

1.8 Assess Road Diets. Our team will review road diets projects completed by the City of Alameda to understand lessons learned as well as their effectiveness of improving safety for motorists, bicyclists, and pedestrians. This will include a review of conditions along Shoreline Drive/Westline Drive, Fernside Boulevard, and other roadways identified by the City. The review will focus on "before and after" vehicle speeds, reported collisions, sight distance issues, and other potential metrics. All data used in the road diet review will be provided by the City.

1.9 Initial Outreach – “Project Introduction”. The project’s initial outreach will consist of a citywide survey followed up by a preliminary meeting with the Project Development Team and a community workshop.

- **Resident Notification:** The City will send out letters to residents within 300 feet of the Otis Drive corridor to introduce the project and its timeline, and to notify residents of the first community workshop (see below). Parisi CSW will assist in drafting the letter that the City will send out.
- **Citywide Survey:** The City will implement a citywide survey using an online tool and other means to gauge community input on existing issues and potential visions for Otis Drive. The Parisi CSW team will assist the City in developing questions for the survey. The City will administer the survey and summarize the results.
- **Project Development Team:** Following the citywide survey, our team will facilitate an initial meeting with the Project Development team to introduce the project, begin discussions to confirm existing conditions, conduct a site walk, and to start developing the project’s goals and priorities.
- **First Community Workshop:** Our team will facilitate a community workshop to review existing conditions, listen to concerns, and confirm current issues. The scope of the project will be discussed at the workshop, and an introduction to potential tools will be provided. Potential goals will be discussed, for example, reducing travel speeds and improving safety.

1.10 Project Goals and Priorities. Based upon the results of Task 1.9, we will establish a narrative that addresses the key goals for Otis Drive as well as priorities to establish near, mid, and long-term improvements.

1.11 Contract Management. Parisi CSW will be responsible for overall management of our design team including the following:

- A. Project Management:** We will manage the design team as well as track progress, schedule, and budget. We will be responsible for documenting all design decisions and keeping an official record of the project. Furthermore, we will submit monthly progress reports identifying tasks completed, budget status, and issues status.
- B. Quality Control/ Assurance:** Our team will perform an independent quality control review of the team’s documents prior to submittal.
- C. Meetings:** In addition to the outreach meetings, the team will attend up to two (2) meetings during this phase of work.

Deliverables. Our team will provide the following deliverables:

- Project goals and priorities
- Project Development Team meeting agenda, documents, and meeting summary

- Existing traffic information
- Hydrology, photometric, and pavement assessments
- Existing conditions mapping including right of way and found record monuments

TASK 2: ALTERNATIVES ANALYSIS

Objective: *Using our understanding of the corridor and thoughts from the Project Development Team and the overall community, we will prepare alternatives to calm traffic and improve safety along Otis Drive consistent with the goals established for the project for review by the community and stakeholders.*

2.1 Alternatives Development. From the existing conditions data and discussions with stakeholders, our team will prepare up to five (5) conceptual alternative designs for Otis Drive. During this process, we will perform the following:

A. Assessment of Alternatives. The team will assess each alternative with respect to the following modes:

- **Vehicle:** The team will use the Synchro models to assess various roadway and intersection alternatives, including options that could reallocate travel lanes, reconfigure intersections, modify traffic signal phasing
- **Multimodal:** We will assess potential benefits and impacts, including various countermeasure's ability to improve multimodal circulation, access, and safety
- **Transit:** Our team will assess how modifications may impact future transit strategies planned by AC Transit
- **Parking:** We will analyze how alternatives may impact on-street parking

B. Alternatives Reporting: We will develop a series of alternatives in accordance with the following elements:

- **Infrastructure:** Approaches to street modification that accommodate parking, fire, and large truck access
- **Vehicle Capacity:** Strategies that could reduce delay such as revisions to intersections, traffic signal timing
- **Bicycle and Pedestrian Access:** Elements such as sidewalk widening, street crossing safety countermeasures (pedestrian hybrid beacons, refuge islands, markings, beacons, etc.), enhanced street lighting, and striping of bicycle facilities
- **Community Character:** Integration of street trees and understory planting, wayfinding, and architectural elements within the streetscape to strengthen the neighborhood and the Otis Drive character

C. Alternatives Comparison: We will compare the alternatives against a series of metrics to help stakeholders understand the tradeoffs. This will primarily include:

- **Travel Delay:** Using the Synchro traffic model, we will report the change in delay from the existing condition
- **Safety:** The team will provide a qualitative assessment of the alternatives, which primarily benefit from the safety viewpoint. We will identify each alternative's

potential countermeasures and their Crash Reduction Factor/Crash Modification Factors

- **Impact on Underrepresented Populations:** This will include a review of the alternatives benefit to children, disabled, elderly, and transit-dependent
- **Green Street Treatments:** We will document opportunities to reduce run-off through the alternative's potential to incorporate green street features, as well as measures to reduce salt water intrusion
- **Cost:** Based on the cost of the alternative, the team will assess its overall benefit to the corridor

2.2 Outreach – “Review of Potential Alternatives” Our team will work with project stakeholders to review alternatives and solicit feedback, including:

- A. Project Development Team.** Our team will hold a meeting with the PDT to review and receive feedback related to the conceptual alternatives. This could include a second walking tour, where we review conditions to visualizing changes.
- B. Second Community Workshop.** The team will facilitate a second community meeting that will include a presentation and exhibits that illustrate the findings of the existing conditions assessment and showcase the conceptual plan alternatives. We will answer questions and solicit feedback from the attendees related to the options, including providing descriptions of specific treatments and describing their pros and cons. We will prepare printed exhibits such as large size drawings and facilitate prioritization exercises that encourage community feedback.
- C. On-line Community Engagement.** To address community and stakeholder questions and concerns through multiple mediums, the City will implement a community survey using an online tool to gauge community input on the alternatives. The Parisi CSW team will assist the City in developing questions and preparing graphics for use in the survey. The City will administer the survey and summarize the results.
- D. Summarize Feedback.** Our team will record the feedback received during the PDT and community outreach process and summarize the comments.

2.3 Contract Management. We will complete contract management services as defined in Task 1.11 In this task; we anticipate up to two (2) meetings with the City.

Deliverables. Our team will provide the following deliverables:

- Concept layout plans and sections for each of the alternatives
- Illustrative Plans indicating key improvements for select improvements
- Agenda and presentations for Project Development Team meetings including summary of comments
- Presentation for community meeting including summary of comments

TASK 3: ALTERNATIVES REFINEMENT

Objective: *Based on feedback received from the previous outreach process, the team will work to refine the conceptual alternatives to develop up to two preferred long-term plan options.*

3.1 Alternatives Refinement. Based on the outreach completed in Task 2, our team will work to refine the alternatives as detailed in Task 2.1 into two distinct (2) options. We will detail each option to the 15% level of design, which will illustrate potential long-term visions for Otis Drive. The documents will include the following:

- Plan views and cross-sections illustrating proposed complete and green street features
- Plans illustrating utility improvements necessary to support the improvements
- Plan views of traffic signal and pedestrian crossing infrastructure improvements, including phasing changes for traffic signals if appropriate
- Planning level costs to implement each option
- Operational analysis illustrating each alternatives impact to vehicles, bicycles, pedestrians, and transit
- Evaluation of each of the alternative's compliance with the project's goals established in Task 1
- Potentially phasing strategy to develop the project in a near, mid, and long term based upon available funding.
- A matrix of project elements aligned with potential funding sources to develop the improvements.

3.2 Outreach – “Review Recommended Alternatives.” Our team will re-engage the PDT to review and receive feedback related to the alternatives. This task supports our graphic and illustrative deliverables that communicate the preferred design to the public.

3.3 Contract Management. We will complete contract management services as defined in Task 1.11 in this task; we anticipate up to two (2) meetings with the City.

Deliverables. Our team will provide the following deliverables:

- Illustrative plans detailed to the 15% level of completion for two options
- Planning level cost estimates and development schedule
- Agenda and presentations for PDT meetings including summary of comments
- Presentation for community meeting including summary of comments
- City of Alameda's Complete Streets Checklist

TASK 4: PREFERRED LONG-TERM TRAFFIC CALMING AND SAFETY PLAN

Objective: *Based on feedback received from our outreach process, the team will work to refine the alternatives by developing recommendations for one long-term preferred plan.*

4.1 Presentation to Transportation Commission and City Council. Our team will support staff in presenting the two alternatives to the Transportation Commission with the recommendation

to implement the preferred alternative for all or a portion of the project based upon available funding. Based upon the comments from the Transportation Commission, we will present the preferred alternative to the City Council for final review and approval.

4.2 30% Plans for the Preferred Option. Based upon the approved project by the City Council, we will finalize the document created in Task 3.1, which will guide the implementation of elements to calm traffic and improve safety along Otis Drive. We will advance the plans and estimate of construction cost to the 30% level of design. It is assumed that any environmental clearance for the project would be conducted by the City of Alameda.

4.3 Contract Management. We will complete contract management services as defined in Task 1.11 In this task; we anticipate up to two (2) meetings with the City.

Deliverables. Our team will provide the following deliverables:

- Staff report and presentation to Commission and Council
- Plans and estimate to the 30% level of completion for the long-term vision

TASK 5: DESIGN OF EARLY-ACTION IMPROVEMENTS

Objective: *Based on the approved long-term plan, the team will prepare design plans for early implementation of low-cost features such as pavement marking, signing, and minor traffic control/traffic signal changes.*

5.1 Preparation of 60% Design Plans. Based on a review of the approved long-term plan and available City funding for early implementation of specific traffic calming measures, the team will review its design budget in Task 5 to recommend early action improvements that can be designed within the available consultant budget and installed within the City's construction budget. If it is determined that additional consultant hours are required to design the early action improvements, additional design funds will be requested. Upon concurrence between the City and the Parisi CSW team, the team will prepare 60% plans, specifications, and cost estimates for early action improvements.

5.2 Preparation of 100% Design Plans. After receipt of input on the 60% plan submittal from the City's Public Works Department, the Parisi CSW team will prepare 100% plans, specifications, and cost estimates.

5.3 Contract Management. We will complete contract management services as defined in Task 1.11 In this task; we anticipate up to two (2) meetings with the City.

Deliverables. Our team will provide the following deliverables:

- 60% plans, specifications and cost estimate for Early Action Improvements
- 100% plans, specifications and cost estimate for Early Action Improvements

TASK 6: GRANT SUPPORT

Objective: *Assist the City in securing funds from Regional, State and/or Federal sources to implement the recommended long-term improvements*

6.1 Grant Application Support. The Parisi CSW team will assist the City in identifying appropriate grant opportunities to fund the long-term improvements developed as part of Task 4. In addition, the team will provide a set number of person-hours per the available consultant budget to prepare grant application materials and/or entire grant applications. If it is determined that additional consultant hours are required for grant application support, additional design funds will be requested.

Deliverables. Our team will provide the following deliverables:

- Memorandum summarizing grant opportunities for identified long-term improvements
- Support for grant applications (e.g., illustrations, cost estimates, narratives) and preparation of grant applications

OTIS DRIVE IMPROVEMENTS		Parisi CSW Design Group Project Manager and Engineer						Wallace Roberts and Todd Landscape Architect/ Urban Design			Eisen Leticia Outreach		Total Hours	Total Fee		
SUMMARY OF LABOR EFFORT		David Parisi Principal/ PM	Robert Stevens Project Advisor	Andrew Lee Traffic Engineer	Julia Harberson Green Street Planner	Jasmine Silt Complete Streets Planner	Varies Staff Engineer	Varies Survey Party	Total Hours	Total Parisi CSW Fee	John Gibbs Principal	Jacob Tobias PM	Varies Professional Level 1	Niko Letunic Outreach	Total Hours	Total Fee
Billable Rate (\$/ hour)		254.80	234.00	171.60	153.92	141.44	128.96	257.50			238.16	166.40	119.60	169.95		
Task 1 Existing Conditions Assessment																
1.1	Assemble the Project Development Team	4		4	8	8			12	\$2,151				2	14	\$2,491
1.2	Data Collection and Field Review	4		4	4	8			20	\$3,453		4	4	4	32	\$5,277
1.3	Traffic Analysis	4		16	20	20			60	\$9,173					60	\$9,173
1.4	Existing Conditions Mapping	2					16	10	28	\$5,148			8	36	\$6,105	
1.5	Hydrology Assessment				8				8	\$1,231				8	\$1,231	
1.6	Photometric Evaluation			8					8	\$1,373				8	\$1,373	
1.7	Pavement Assessment			8			8		8	\$1,032				8	\$1,032	
1.8	Assess Road Diets	4		8	8				20	\$3,524				20	\$3,524	
1.9	Initial Outreach - Project Introduction	12		4	16	8			40	\$7,039			16	56	\$9,758	
1.10	Project Goals and Priorities	4		8	16				28	\$4,655				28	\$4,655	
1.11	Contract Management	20	4		4				28	\$6,598	2	4	12	32	\$7,414	
Task 1 Existing Conditions Assessment Subtotal:		54	4	48	12	80	52	10	260	\$45,375	2	4	12	24	302	\$52,031
Task 2 Alternatives Analysis																
2.1	Alternatives Development	16		32	20	40	40		148	\$23,462	4	8	18	178	\$27,899	
2.2	Outreach - Review of Design Refinement and Potential Alternatives	12		4	16	8			40	\$7,039	2		8	70	\$11,871	
2.3	Contract Management	16	4		4				24	\$5,579	2		2	28	\$6,395	
Task 2 Alternatives Analysis Subtotal:		44	4	36	20	60	48	0	212	\$36,080	8	8	26	276	\$46,165	
Task 3 Alternatives Refinement																
3.1	Alternatives Refinement	12		18	10	32	40		112	\$17,370	4	8	18	142	\$21,807	
3.2	Outreach - Review of Recommended Alternatives	12		4	16	8			40	\$7,039	2		8	78	\$13,230	
3.3	Contract Management	12	4		4				20	\$4,559	2		2	24	\$5,376	
Task 3 Alternatives Refinement Subtotal:		36	4	22	10	52	48	0	172	\$28,968	8	8	26	244	\$40,413	
Task 4 Preferred Long-Term Plan																
4.1	Presentation to Traffic Commission/ City Council	12			16				28	\$5,321				28	\$5,321	
4.2	30% Plans for Preferred Option	8	8	16	10	10	48		100	\$15,800	2	4	16	122	\$18,655	
4.3	Contract Management	8			4				12	\$2,604	2			14	\$3,080	
Task 4 Preferred Alternative Subtotal:		28	8	16	10	30	48	0	140	\$23,724	4	4	16	164	\$27,256	
Task 5 Early Action Improvements																
5.1	Preparation of 60% Design Plans	16	2	36			48		102	\$16,912	2		4	108	\$17,867	
5.2	Preparation of 100% Design Plans	12	2	24			40		78	\$12,802	1		2	81	\$13,280	
5.3	Contract Management	12			4				16	\$3,023	2			18	\$4,100	
Task 5 Early Action Improvements Subtotal:		40	4	60	0	4	88	0	196	\$33,338	5	0	6	99	\$35,247	
Task 6 Grant Support																
6.1	Grant Support	24	16	24	60	60			124	\$22,464	4	8		136	\$24,748	
Task 6 Grant Support Subtotal:		24	16	24	0	60	0	0	124	\$22,464	4	8		136	\$24,748	
Total Parisi Labor Expenses:		226	40	206	52	286	284	10	1104	\$189,950	31	32	86	76	1221	\$225,859
Reimbursable Expenses																
Postage and Travel										\$750						\$1,000
Traffic/ Parking Count, Speed Surveys										\$7,500						\$7,500
Aerial Survey										\$15,000						\$15,000
Total Reimbursable Expenses:										\$23,250	\$125	\$125	\$125	\$23,500		
Total Parisi CSW Design Group Fee:										\$23,200	\$23,118	\$13,041	\$13,041	\$49,359		



CERTIFICATE OF LIABILITY INSURANCE

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 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 Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090	CONTACT NAME: Nancy Ferrick
	PHONE (A/C, No, Ext): 510 465-3090 FAX (A/C, No): 510 452-2193 E-MAIL ADDRESS: nferrick@dealeyrenton.com
INSURED CSW/Stuber-Stroeh Engineering Group Inc. 45 Leveroni Court Novato, CA 94949	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A : Sentinel Insurance Co. LTD 11000
	INSURER B : Trumbull Insurance Company 27120
	INSURER C : U.S. Specialty Insurance Compan 29599
	INSURER D :
	INSURER E :
INSURER F :	

COVERAGES CERTIFICATE NUMBER: 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	57SBWDO5183	09/01/2017	09/01/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	57UEGPC4887	09/01/2017	09/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X	X	57SBWDO5183	09/01/2017	09/01/2018	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <input checked="" type="checkbox"/> N N/A		X	57WEGZR3304	09/01/2017	09/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			USS1828555	03/31/2018	03/31/2019	\$ 1,000,000 per Claim \$ 2,000,000 Annl Aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Otis Drive Project. The City of Alameda, its City Council, boards and commissions, officers, employees and volunteers; Parisi-CSW Design Group, Parisi Transportation, and Highland Consulting Group are named as Additional Insured for General and Auto Liability. Insurance is primary and non-contributory and a severability of interest clause applies per policy form. A Waiver of Subrogation applies to General Liability, Auto Liability and Workers' Compensation. 30 Days Notice of Cancellation.

CERTIFICATE HOLDER City of Alameda Public Works Department 950 West Mall Square, Room 110 Alameda, CA 94501-7558	CANCELLATION 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 
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Insured: CSW/Stuber-Stroeh Engineering Group Inc.
Insurer: Sentinel Insurance Co. LTD
Policy Number: 57SBWDO5183
Policy Effective Date: 09/01/2017
Additional Insured:

The City of Alameda, its City Council, boards and commissions, officers, employees and volunteers; Parisi-CSW Design Group, Parisi Transportation, and Highland Consulting Group

EXCERPTS FROM: Hartford Form SS 00 08 04 05

BUSINESS LIABILITY COVERAGE FORM

C. WHO IS AN INSURED

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit. A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

f. Any Other Party

(1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury, "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products- completed operations hazard, but only if

(i) The written contract or written agreement requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to: "Bodily injury, "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including: inspection, or engineering

E.5. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom a claim is made or "suit" is brought.

E.7.b.(7).(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

E.8.b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

EXCERPTS FROM CA 0001 (1013) HARTFORD BUSINESS AUTO COVERAGE

Insured: CSW/Stuber-Stroeh Engineering Group Inc.

Policy Number: 57UEGPC4887

Policy Effective Date: 09/01/2017

Additional Insured:

The City of Alameda, its City Council, boards and commissions, officers, employees and volunteers; Parisi-CSW Design Group, Parisi Transportation, and Highland Consulting Group

Additional Insured: SECTION II – COVERED AUTO LIABILITY COVERAGE

A.1. WHO IS AN INSURED: The following are “insureds”

c. Anyone liable for the conduct of an “insured”...but only to the extent of that liability.

Primary Insurance: SECTION IV – BUSINESS AUTO CONDITIONS

B. General Conditions - 5. Other Insurance

a. For any covered “auto” you own, this Coverage Form provides primary insurance.

For any covered “auto” you don’t own, the insurance provide by this Coverage Form is excess over any other collectible insurance.

c. Regardless of the provisions of paragraph a. above, this Coverage Form’s Covered Auto Liability Coverage is primary for any liability assumed under an “insured contract”.

Cross Liability Clause: SECTION V – DEFINITIONS

G. “Insured” means any person or organization qualifying as an insured in the Who is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or “suit” is brought.

EXCERPTS FROM HA9916 (0312)

HARTFORD COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

15. WAIVER OF SUBROGATION – We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

Insured: CSW/Stuber-Stroeh Engineering Group Inc.

Policy Number: 57WEGZR3304

Effective Date: 09/01/2017

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**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 _____ % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization

Job Description

City of Alameda
Public Works Department
950 West Mall Square, Room 110
Alameda, CA 94501-7558

PERSON(S) OR ORGANIZATION(S) CONTINUED: The City of Alameda, its City Council, boards and commissions, officers, employees; Parisi-CSW Design Group, Parisi Transportation, and Highland Consulting Group and volunteers

Countersigned by 
Authorized Representative

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In connection with your premises; or
- (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
- This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In the performance of your ongoing operations;
- (b) In connection with your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
- (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
- (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

BUSINESS LIABILITY COVERAGE FORM

This Paragraph f. applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **A.** – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **A.** – Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

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

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2)** The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

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

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

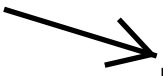
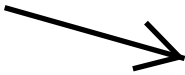
8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/26/2018

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 Dealey, Renton & Associates P. O. Box 12675 Oakland CA 94604-2675	CONTACT NAME: Rosemary Currie PHONE (A/C. No. Ext): (510) 272-1410 E-MAIL ADDRESS: rcurrie@dealeyrenton.com		FAX (A/C. No): 510-452-2193
	INSURER(S) AFFORDING COVERAGE		
INSURED Highland Consulting Group 26530 Parkside Drive Hayward CA 94542	HIGHLCONS		INSURER A: Sentinel Insurance Co. LTD INSURER B: Berkley Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
			NAIC # 11000 32603

COVERAGES

CERTIFICATE NUMBER: 1387033145

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	57SBWBI5963	6/29/2018	6/29/2019	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	57SBWBI5963	6/29/2018	6/29/2019	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability			AEC902125101	6/29/2018	6/29/2019	per Claim. \$1,000,000 Annl Aggr. \$2,000,000

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

All Operations of the Named Insured. The City of Alameda, its City Council, boards, commissions, officials, employees, and volunteers, Parisi Transportation Consulting and CSW/Stuber-Stroeh are named as Additional Insured as respects General and Auto Liability as required per written contract or agreement. 30 Days Notice of Cancellation.

CERTIFICATE HOLDER**CANCELLATION 30 Days Notice of Cancellation**

City of Alameda
 Public Works Department
 950 West Mall Square
 Room 110
 Alameda CA 94501

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

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EXCERPTS FROM: Hartford Form SS 00 08 04 05

BUSINESS LIABILITY COVERAGE FORM

C. WHO IS AN INSURED

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit. A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

f. Any Other Party

(1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury, "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products- completed operations hazard, but only if

(i) The written contract or written agreement requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to: "Bodily injury, "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including: inspection, or engineering

E.5. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom a claim is made or "suit" is brought.

E.7.b.(7).(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

E.8.b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

EXCERPT FROM Hartford Form SS 04 38 09 09

HIRED AUTO AND NON-OWNED AUTO

B. With respect to the operation of a "non-owned auto", WHO IS AN INSURED is replaced by the following: The following are "insureds":

d. Anyone liable for the conduct of an "insured", but only to the extent of that liability.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY SUPPLEMENTARY ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

A. Additional Insured by Contract, Agreement or Permit

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

Additional Insured by Contract, Agreement or Permit

a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add as an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

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

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

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

c. This provision does not apply:

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

injury and advertising injury".

- (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
- (3) To any lessor of equipment:
 - (a) After the equipment lease expires; or
 - (b) If the "bodily injury", "property damage", or "personal and advertising injury" arises out of sole negligence of the lessor
- (4) To any:
 - (a) Owners or other interests from whom land has been leased if the "occurrence" or offense takes place or the offense is committed after the lease for the land expires; or
 - (b) Managers or lessors of premises if:
 - (i) The "occurrence" takes place or the offense is committed after you cease to be a tenant in that premises; or
 - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
- (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

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

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

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

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

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

B. Aggregate Limits of Insurance per Project or per Location

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

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

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

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

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

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

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE*

Name Of Person Or Organization:

WHERE REQUIRED BY WRITTEN CONTRACT

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

Paragraph **K. Transfer Of Rights Of Recovery Against Others To Us** in **Section III - Common Policy** Conditions is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

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

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

Named Insured:

Endorsement Effective Date:

SCHEDULE

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

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

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

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